

**VILLAGE OF OSCEOLA
ADMINISTRATION & FINANCE COMMITTEE AGENDA**

Date: January 9, 2025
Time: 4:30 p.m.
Place: Village Hall-310 Chieftain St-Room 105

AGENDA

- 1) Call to Order
- 2) Approval of the Agenda
- 3) Approval of the minutes dated
 - a. December 5, 2024
- 4) Discussion and Possible Action re:
 - a. Procurement Policy
 - b. School Resource Officer
 - c. Verizon Leases
 - d. Budget Update
- 5) Future Agenda Items and Updates
- 6) Adjourn

Carie Krentz
Village Clerk

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.

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 ADMINISTRATION & FINANCE COMMITTEE PROCEEDINGS

The Village of Osceola Administration & Finance Committee met on December 5, 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, Tanya Batchelor and Andrew Bach

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 November 7, 2024.

Ayes-2 Nays-0 Motion carried

Discussion and Possible Action re:

Verizon Lease Proposal

Swanberg stated this will be presented next month due to some issues needing to be addressed, such as painting of tower, sharing costs. Was hoping to have something ready but it has gone through 6 revisions since Monday and currently under review with Village Attorney. There is time to waiting – no construction will take place until spring and lease isn't up for renewal for another 6 months. Looking to increase the yearly rate and working with SEH on wording for the lease. Also, working with Verizon for a 2nd location, right now on the baseball tower lights or a poll there.

Possible Sponsorship for Officers

Bach stated still in the middle of hiring process, had two applicants and one did not work out and the other has not returned background packet and not expecting that to work out. Another round of interviews scheduled for this month and it's been a 2:1 ratio of applicants not certified through the academy. Bach is looking for feed back to move forward with a sponsorship program. One applicant looks good and is expected to graduate in December with a 4-year degree and then attend the academy. If background comes back and are able to offer him a spot we would be reimbursed costs for the academy expenses. Flexibility is needed due to lack of applicants we have received to date. Discussion on offering a sponsorship.

Motion by Burch and seconded by Lutz to direct Bach to more forward in creating a sponsorship program.

Ayes-2 Nays-0 Motion carried

Procurement Policy

Swanberg stated he is meeting with staff next Wednesday to review and update to the procurement policy to be presented in January to the board. Working on the short comings of the policy and looking to make it manageable to follow and that every day business discussions are not in violation of the policy.

Proposed 2025 Fee Schedule

Swanberg reviewed all increases to the proposed 2025 Fee Schedule, rental fee of board room, special meeting requests, direct sellers permit application, changing street opening to right of way permit and driveway permit and Historic Preservation application fees, and lastly slight increase in variance request and escrow required.

Motion by Lutz and seconded by Burch to recommend approval of Resolution #24-18 to adopt the 2025 Fee Schedule as presented.

Ayes-2 Nays-0 Motion carried

Budget update

Year-to-date numbers and expecting it to look good.

Future Agenda items and Updates

n/a

Chair Burch adjourned the meeting at 4:55 pm.

Respectfully Submitted by

Carie Krentz, Village Clerk

DRAFT



Memo

To: Administration and Finance Committee
From: Devin Swanberg, Administrator
CC: Village Board
Date: January 7, 2025
Re: Procurement Policy

This memo provides a comparison between the new **Village of Osceola Procurement Policy** and the previous policy. Key changes, improvements, and potential impacts are outlined to aid the Village Board in understanding how the new policy differs from the old.

Key Comparisons

1. Purpose and Scope

- **Old Policy:** Emphasized obtaining the lowest cost while ensuring quality and compliance with Village Code and Wisconsin state statutes.
 - **New Policy:** Provides a broader focus, explicitly highlighting fiscal responsibility, transparency, fairness, and adherence to state laws. Specific exemptions for recurring and specialized items are introduced for operational efficiency.
-

2. Competitive Bidding Thresholds

- **Old Policy:**
 - **Under \$5,000:** Department Head approval required; quotes recommended but not required.
 - **\$5,000 to \$10,000:** Competitive quotes required; Department Head, Treasurer, and Administrator approval needed.
 - **\$10,000 to \$25,000:** Same as above with additional administrative approvals.
 - **Above \$25,000:** Formal competitive bids required; Village Board and subcommittee approval mandated.
- **New Policy:**
 - **Under \$7,500:** Informal procurement allowed; Village Administrator approval required.
 - **\$7,500 to \$25,000:** At least three quotes required, documented and approved by the Village Administrator.
 - **Above \$25,000:** Formal competitive bidding required; Village Board approval mandatory.

Key Difference:

The new policy raises the informal procurement threshold from \$5,000 to \$7,500, streamlining smaller purchases.

3. Emergency Procurements

- **Old Policy:** Allowed Department Heads, Treasurer, or Administrator to determine the procurement method during emergencies, with documentation required. Non-emergency urgent purchases required notification to the Board.
- **New Policy:** Grants emergency authority to the Village Administrator with specific reporting requirements to the Board at the next regular meeting.

Key Difference:

The new policy centralizes emergency procurement authority under the Village Administrator, enhancing accountability and consistency.

4. Delegation of Authority

- **Old Policy:** Delegated purchasing responsibilities across Department Heads, Treasurer, and Administrator, with multiple approvals often required.
- **New Policy:** Simplifies authority, granting the Village Administrator discretion for purchases up to \$10,000 and greater flexibility for time-sensitive purchases.

Key Difference:

The new policy reduces administrative layers for efficiency while maintaining oversight for larger purchases.

5. Exemptions

- **Old Policy:** Limited exemptions, primarily for sole-source purchases or items procured through cooperative agreements.
- **New Policy:** Introduces exemptions for everyday budgeted items (e.g., chemicals), professional services, specialized equipment, and equipment maintenance.

Key Difference:

The new policy's expanded exemptions streamline recurring and operationally essential procurements.

6. Transparency and Reporting

- **Old Policy:** Relied on periodic audits and Board notifications for compliance.
- **New Policy:** Enhances transparency through mandatory documentation of emergency and expedited purchases and retention of all procurement records per public records law.

Key Difference:

The new policy strengthens recordkeeping and reporting requirements for accountability.

7. Contracts and Legal Oversight

- **Old Policy:** Required legal review and formal contracts for service agreements; approvals varied based on cost thresholds.
- **New Policy:** Retains these requirements but explicitly aligns contracts with Wisconsin statutes, requiring performance bonds or insurance where applicable.

Key Difference:

The new policy explicitly references state statutes to ensure legal compliance.

Potential Impacts

1. **Efficiency Gains:**
 - Higher informal procurement thresholds reduce delays for smaller purchases.
 - Expanded exemptions reduce administrative burdens for recurring and specialized needs.
 2. **Accountability Improvements:**
 - Enhanced documentation and reporting requirements strengthen oversight.
 - Centralized authority for emergencies provides clear accountability.
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Recommendation:

The new policy offers significant improvements in efficiency, accountability, and transparency while maintaining compliance with state statutes. The updated thresholds and exemptions reflect modern procurement practices, allowing the Village to operate more effectively. Recommend policy to the full board.

VILLAGE OF OSCEOLA PROCUREMENT POLICY

The VILLAGE OF OSCEOLA, as a local government entity, must ensure that the expenditure of funds occurs in a manner that balances the desire for the lowest cost to the Village with an expectation of a quality product. The purpose of this policy is to provide guidance and procedures to be followed for the procurement of goods and services for all village departments within the scope of Chapter A221, Charter Ordinance #5-76 Section 7(o), of the Village of Osceola Code and all applicable state statutes. The controls and procedures set forth are intended to provide reasonable assurance that the lowest cost, highest quality good or service is obtained while balancing the need for flexibility in department operations. This policy covers items that have been included in the Village budget as approved by the Village Board; any items over \$5,000 not included in the budget require specific approval by a sub-committee of the Village Board and where applicable, the Village Board before purchase.

Process Overview:

A. General

1. Procurements consist of the following three major categories:

- a. Goods (tangible items): e.g., equipment, supplies, vehicles
- b. Services: items requiring outside labor, maintenance agreements, etc.
- c. Facility maintenance, construction of public buildings and improvements

2. The provisions of Wisconsin Statute Section 62.15 apply to procurements involving public construction and take precedence over any portion of this policy that may conflict with that statute.

3. Department Heads have the responsibility for procurement in their respective departments. A Department Head is defined as the Village employee having responsibility for the department on behalf of which monies were appropriated in the Village budget for purchase.

4. It is the responsibility of the Treasurer and Administrator to monitor compliance with Village procurement policies and procedures. The Treasurer has been delegated the authority to be the Village's purchasing agent.

5. As part of monitoring compliance, the Administration Department may perform periodic audits of procurement practices. The Village's independent auditors may also perform such audits.

6. When an emergency will not permit the use of the competitive processes outlined in this policy, the applicable department head, Treasurer, and/or the Village Administrator may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained. In a non-emergency situation that does not allow time to obtain three bids, the Board will be notified as soon as possible, and staff will address the purchase in a meeting packet memo to the Board. Any emergency or nonemergency purchase in excess of the threshold requiring Board approval will be brought to the Village Board for ratification at its next meeting.

7. In situations of extreme price volatility, the Department Head may approve the purchase and then submit the requisition for approval in arrears. Appropriated documentation of vendors solicited for bids shall be maintained.

B. Purchase of Goods

1. Guidelines for Approval Authority of Purchases:

a. Under \$5,000: The Department Head must approve before purchase. It is recommended that competitive quotes be obtained, but specific documentation is not required.

b. \$5,000 to \$10,000: Department Head approval required; competitive quotes must be documented via a bid sheet or similar. Quotes must be submitted to the Village Administrator before Purchasing Agent approval.

The purchasing requisition will be reviewed and approved by The Village Administrator or, in his/her absence, the treasurer before being processed.

c. \$10,000 to \$25,000: Department Head approval required; competitive quotes must be documented via a bid sheet or similar. Quotes must be submitted to the administration before Purchasing Agent approval. The purchasing requisition will be reviewed and approved by the Village Administrator or, in his/her absence, the Treasurer before being processed. In addition to the prior approvals, the purchasing requisition will be reviewed and approved by the Village Administrator before being processed.

d. Over \$25,000: Competitive bids or proposals required; must be submitted to a subcommittee of the Village Board and Village Board for approval before purchase. Treasurer and Village Administrator approval is required before requisition may be processed.

2. Unless there is only one qualified source, bids or quotes should be obtained from at least three vendors.

3. In general, the lowest responsible bid should be accepted for procurements. Awards shall be made only to responsible vendors that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

4. Sole source purchases are allowed in the following circumstances:

a. The item or service is only available from a single source;

b. After competitive procurement solicitations, competition is determined to be inadequate;

c. The purchase is from another governmental body; or

d. The item is being purchased through a cooperative purchasing arrangement such as the State bid list, or State of Wisconsin VendorNet.

5. Use of Purchase Orders:

- a. In general, purchase orders are required for all purchases. Purchase orders are to be issued before obtaining the item. Payment to the vendor will not be made and/or items are subject to return if a purchase order is not authorized before the purchase.
- b. Standard purchase orders are issued for specific items. The receipt of these items might be spread out over a period of time, but the purchase order is valid only for the items listed on it.
- c. Blanket purchase orders are issued on an annual or periodic basis to vendors with whom multiple purchases will be made on an ongoing basis. Examples include office supplies, repair parts, library books, or other materials/supplies for which the exact quantities are not known.
- d. Confirming purchase orders, for items ordered verbally, are to be used in emergency situations only.

6. The following items must be purchased using a centralized purchasing process, coordinated by the Administration

- a. Copiers
- b. Computer hardware/software
- c. Furniture
- d. Audiovisual equipment
- e. Other items with universal use throughout the Village, (i.e., items that are not department specific).

C. Contracts for Services

1. The Village Attorney should be consulted on the need for legal review of contracts.
2. Where applicable, a competitive process for the selection of vendors for contracts for services must be used, under the guidance outlined for purchases of goods outlined in Section B above.
3. Contracts for services that are not specifically identified in the budget shall be presented to the appropriate sub-committee and Village Board for review and approval prior to signing, regardless of cost.
4. The following approval thresholds (after applicable legal review) are to be used:
 - a. Under \$5,000: Department Head
 - b. \$5,000 - \$10,000: Department Head and Treasurer, Village Administrator
 - c. \$10,000+: Department Head and Treasurer, Village Administrator and Village Board, including applicable sub-committee,

5. The Village President and Village Administrator or Clerk shall sign contracts on behalf of the Village. Before signing any service contract, regardless of size, the President may refer the contract to a sub-committee and Village Board for review and approval. Certain contracts or agreements may require the Board to provide authorization to a specified Department Head. Unless otherwise required, general authority to enter into contracts within the constraints of this policy is delegated to the President and Village Administrator or Clerk and may be changed from time to time via resolution adopted by the board. No contracts will be processed without documentation that the approval process has been followed and appropriate reviews completed.

6. Change orders on construction or similar contracts will follow the thresholds for approval of contracts for services. The Department Head has the option at any time to refer the request for a change order to the Administration and Finance Committee and/or another board, commission, or committee as appropriate.

D. Facility Maintenance, Construction of Public Buildings and Improvements

1. Facility maintenance projects can be a hybrid of service contracts, purchase of equipment/supplies, and/or construction. As a result, special consideration of these projects from a procurement standpoint is warranted.

2. The Public Works Department is responsible for oversight and coordination of all village facility maintenance and construction projects.

3. The following guidelines are to be used with respect to facility maintenance and construction project procurements:

a. Projects under \$5,000: No specific contract or bids are required, similar to purchases of goods or service contracts. Applicable terms and conditions will be attached as an addendum to the purchase order as necessary.

b. Projects over \$5,000: Will follow the bidding or contract approval process outlined in Sections B and C above, based on the type of equipment or service. The Street supervisor is responsible for ensuring that facility maintenance projects that fall under public construction statutes are properly bid by applicable laws.

Village of Osceola

Brad Lutz, Village President

Date

Attest:

Carie Krentz, Village Clerk

Date

Approved by the Village Board on _____, 2024

2025 New Procurement Policy

Village of Osceola Procurement Policy

1. Purpose

This policy establishes guidelines for the procurement of goods, services, and public works projects in compliance with Wisconsin state statutes and the Village of Osceola's operational needs.

2. General Principles

- Ensure fiscal responsibility and efficient use of public funds.
 - Promote fairness, transparency, and competitiveness in procurement processes.
 - Comply with applicable Wisconsin state laws, including competitive bidding requirements (Wis. Stat. § 62.15 for public works and other applicable statutes).
 - Every day and budgeted items essential for regular operations, such as wastewater treatment chemicals and other recurring operational supplies, are exempt from this procurement policy.
 - Professional services shall be exempt from this policy.
 - Specialized equipment necessary for Village operations shall be exempt from this policy.
 - Maintenance of equipment shall be exempt from this policy.
-

3. Competitive Bidding Thresholds

- **Purchases Below \$7,500:** Informal procurement. The Village Administrator or designated staff may obtain goods or services from a qualified vendor without formal bids or quotes, ensuring the purchase is reasonable and necessary.
 - **Purchases Between \$7,500 and \$25,000:** At least three verbal or written quotes should be obtained where practicable. Approval by the Village Administrator is required, and documentation of quotes must be retained.
 - **Purchases Above \$25,000:** Formal competitive bidding is required unless an exemption applies under state law. Approval by the Village Board is mandatory.
-

4. Emergency Procurement

In situations where an immediate decision is necessary to protect public health, safety, or welfare, the Village Administrator is authorized to procure goods or services without formal bids or prior Village Board approval, subject to the following:

- The Administrator must document the nature of the emergency and the reason for the immediate procurement.

- The expenditure must be reported to the Village Board at the next regular meeting.
-

5. Delegation of Authority

- The Village Administrator has the authority to approve purchases up to \$10,000 for budgeted items.
 - The Village Administrator is responsible for ensuring compliance with this policy and maintaining procurement records.
-

6. Administrative Discretion for Time-Sensitive Purchases

The Village Administrator is granted discretion to make decisions regarding the procurement of equipment, supplies, or services that are critical to the continued operations of the Village and require expedited action. Such purchases must adhere to the following:

- The Administrator shall ensure that the procurement is reasonable, necessary, and in the best interest of the Village.
- Whenever practicable, the Administrator shall attempt to secure competitive pricing, even for expedited purchases.
- The Administrator must report all such expenditures, including the justification for expedited action, to the Village Board at the next regular meeting.

This provision is intended to provide flexibility for operational continuity while maintaining accountability and transparency.

7. Conflict of Interest

All procurement activities must avoid conflicts of interest. No Village employee or official shall participate in the selection, award, or administration of a contract where a personal or financial interest exists.

8. Contract Management

Contracts for services or public works projects must be in writing and comply with Wisconsin state statutes, including required performance bonds or insurance. The Village Administrator may execute contracts within their purchasing authority, while others require Village Board approval.

9. Recordkeeping

All procurement records, including quotes, bids, contracts, and documentation for emergency purchases, must be retained as laid out by Wisconsin public records law.

10. Amendments

The Village Board reserves the right to amend this policy as necessary to meet legal or operational needs.

Village of Osceola

Brad Lutz, Village President

Date

Attest:

Carie Krentz, Village Clerk

Date

Approved by the Village Board on _____, 2025



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

MEMORANDUM

Admin & Finance Committee Meeting
January 9th, 2025, at 4:30pm

To Village of Osceola Admin & Finance Committee:

I have met with Osceola School Superintendent Rebecca Styles concerning a School Resource Officer (SRO) position which they are planning to bring before their board for approval in an upcoming meeting. This position would start in the '25 - '26 school year. Ms. Styles has informed me that they have a fund in their budget which would cover their costs of this program and that the current school board has expressed an interest in an SRO program as it would be a significant upgrade in school-wide safety as well as foster relationships between law enforcement and area youth. Ms. Styles values the relationship between the Osceola Police Department and the schools and desires to work with OPD to implement this program. Ms. Styles informed me that if the program is approved by the school board, they will be moving forward regardless of the Village's position and have also spoken with the Polk County Sheriff's Office to see what they could offer the program.

I have attached the initial draft proposal that I received. Financially speaking, the school would cover just shy of 75% of the costs for the SRO and provide \$3000.00 annually for equipment and maintenance. The Village would have to cover the remaining amount of the costs as well as an annual \$3000.00 cost for SRO equipment and maintenance costs. The total cost incurred by the Village would be dependent on the qualifications of the assigned or hired officer, namely their years of service. For an officer with approximately three years of service, the annual cost would be approximately \$31,945.00 including the equipment and maintenance costs. Initial costs to the Village would be minimal as we currently have four vehicles in our squad pool and can assign one of those vehicles to the SRO. The SRO would use the laptop already available in the squad to compile incident reports and calls for service to log activity, and would sync their laptop following their shift to update admin.

I see this program as an opportunity to enhance the Osceola Police Department in several different ways. An SRO program would allow our officers to interact with our students in a non-stressful environment as compared to current practices where the only time they would usually see a police officer is due to an incident or if a student was in trouble. OPD has worked in the past to create outreach programs through education or school lunch interactions, but the demands of police work do not make these outreach attempts as sustainable as an SRO would. Having an ambassador of law enforcement in a school setting can change cultural perception of law enforcement and allow for even stronger relationships between the community and its police.

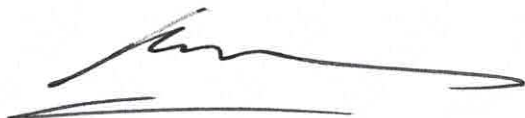
Another obvious benefit would be that an SRO program would make our schools significantly safer by having a dedicated police officer on campus. If a critical incident were to occur in one of our schools, we would have a faster response to address it. I believe that our schools are safe, but incidents such as school shootings can happen anywhere, and having another line of defense through an SRO would be a critical defense and could also provide a deterrent effect on would be perpetrators.

An SRO would also handle all school-related incidents which would ease the call volume of our patrol officers. Having an SRO handle incidents, such as minors in possession of tobacco or truancy violations at the school, allows our patrol officers to remain out in the community to perform their duties. In addition to that, an SRO would be able to provide swift backup to the dayshift patrol officer, if needed. Our current available backup is between ten to fifteen minutes out, assuming St. Croix Falls PD is available. Having an officer respond from the school area for more serious incidents, such a domestic disturbances or traffic crashes, would significantly reduce that response time and create a safer scene for our patrol officers.

Finally, we would have an additional police officer to work regular patrol and special events during the summertime when school is out. Our call volume generally increases in the summer, partly due to the tourism traffic and community events hosted within the village. Having another officer work in the rotation, to provide patrol services or investigations, gives more support to our department and allows us to maintain a quality standard of service to our community. I see this as an opportunity to gain another full-time police officer to work during our peak season when they would be needed most.

Internal tasks to complete if we were to proceed include drafting a new department policy concerning the SRO position and working with the WPPA to add another section to the union agreement addressing the SRO position. We would also continue to negotiate the language in the agreement with the school and work with them to create a job description and hire an officer for the position. I believe that this program provides a significant upside to public safety in Osceola for a fraction of the cost of an additional officer. I request that this committee and the board consider this proposal and make a recommendation to proceed.

Respectfully submitted,



Andrew J. Bach
Chief of Police
Osceola Police Department



School Resource Officer



Proposal: In a small, close-knit community like ours in rural Wisconsin, safety and connection are at the heart of what makes us so special. At Osceola, ensuring school safety is our top priority, right alongside providing exceptional learning opportunities for every student. Our families and community count on us to keep their children safe, and we take this responsibility very seriously.

Hiring a full-time School Resource Officer (SRO) is another step in the right direction toward creating a school environment that is as safe as possible for our students, staff, and families. An SRO provides more than a response to emergencies—they offer a visible, proactive presence that enhances safety, ensures immediate support when needed, and builds trust through meaningful relationships with students. In rural areas, where law enforcement response times can be longer, having an embedded SRO ensures our schools receive the same resources and support as larger districts. Just as important, an SRO becomes a trusted adult in the lives of students, offering mentorship, guidance, and early intervention to address challenges like cyberbullying, safety concerns, or emotional needs.

At Osceola, we take great pride in working together to do what's best for our students. A full-time SRO reflects that commitment—ensuring every child feels safe, supported, and connected so they can thrive in a learning environment that allows them to reach their fullest potential.

Financial Cost:

Fund 80- allowable- see the tab for an explanation

Wage OPD-

\$96,000= 369.23 a day x 190 = \$70,153 261 days 71 days \$26,215

\$106,000= 407.69 a day x 190 = \$77,461 261 days 71 days \$28,945

Equipment and maintenance- \$3,000

Overtime- flex time

Sample: if we increase to fund 80 this total amount this year, the mill rate would have increased by .05 from 5.77 to 5.82.

Items to Complete

- Board Approval to move forward
- Finalize Partner Department
- [MOU Creation](#)
 - Based off samples from Prescott, Altoona, St. Croix Falls, and on the DPI webpage
- Adopt District Policy
 - 8407
- Create a Job Description/Posting
- Hire to start August 18, 2025- June 4, 2026
- Internal planning for office space, etc.

Memorandum of Understanding
Public-School Resource Officer Program
Between Village of Osceola
and
School District of Osceola

This agreement entered into this _____ day of _____, 2025, by and between the Village of Osceola, a Wisconsin municipal corporation, 310 Chieftain St Osceola, Wisconsin, herein referred to as "Village," and the School District of Osceola, 331 Middle School Drive, Osceola, Wisconsin, herein referred to as "School District."

1. **Purpose:** The purpose of this Agreement is to implement a joint proactive program between the Village and the School District, which promotes and enhances safe and healthful educational environments and facilitates the general health, welfare, and safety of the community. This agreement is enacted pursuant to Section 66.0301 of the Wisconsin State Statutes.
2. **Goals:** The philosophy, objectives, supervisory responsibilities, and specific officer duties are contained in the job description for the Police School Resource Officer, hereafter "SRO," which is attached hereto and is incorporated as if full set forth verbatim. The SRO program is founded on the concepts of crime prevention, student education, and student and staff safety.
3. **Term:** The initial term of this Agreement shall commence August 18, 2025, upon execution of this agreement by both parties and will remain in effect through June 4, 2026.
4. **Renewal:** This agreement shall automatically renew for one year on July 1, 2026 and each consecutive year thereafter, unless either party shall provide written notice of its election not to renew or renegotiate this agreement of the other party on or before July 1 immediately preceding the start of the school year affected.
5. **Cost sharing:**
 - a. The School District agrees to pay 190 days of the salary and benefits of the SRO assigned by the Chief of Police to the school district. The Village will pay the other additional days of the salary and benefits starting XXX. The Village will invoice the School District monthly for their portions of the salary and benefits for the SRO.
 - b. The Village will reserve \$3,000 for equipment, maintenance of vehicle and/or materials needed for educational purposes. The School District will reserve \$3,000 to share cost of equipment, maintenance of vehicle and/or materials needed for educational purposes.
 - c. The School District will provide office space with furniture in the school district for the SRO.
 - d. Training costs will be the financial responsibility of the Village unless the training is requested or required by the School District.
6. **Personnel:**
 - a. The Chief of Police shall assign an officer to the school district for the school calendar year.

- b. The officer shall be selected with and agreed upon by the School District. The SRO shall at all times be an employee of the Village under the direction of the Chief of Police.
 - c. The School District can in writing request removal of the assigned SRO for unsatisfactory performance. The officer may be reassigned by the Chief of Police.
 - d. The Chief of Police has the express authority to reassign the SRO at any time during the contract period and will communicate with school administration prior to making such a decision.
 - e. No part, provision or whole of this Agreement shall in any manner, nor shall it be construed in any manner as to delete, diminish, alter, amend or defeat any right, power, authority, responsibility or obligation vested or conferred by the Common Council of the Village, Sections 62.09(1)(a), 62.09(7)(b), 62.09(7)(c), 62.09(13) Wis. Stats., or otherwise by the law.
7. **Performance:** A designated School District representative shall assist the Chief of Police or his/her designee with a yearly performance evaluation prior to the end of the school year. The School District shall report any issues or concerns immediately to the Chief of Police or their designee.

8. **Work Days:**

- a. **Regular Schedule:** The SRO shall work the regular days of the school schedule to include the days that school staff are required to report to school. The Chief of Police or their designee will work with the School District on a mutually agreeable schedule for the SRO. The SRO's normal work hours are from XXXX, Monday-Friday.
- b. **Paid Time Off (PTO)/Compensatory Time Off (Comp):** The Chief of Police or their designee shall make the best efforts to schedule the SRO's PTO or Comp time off when school is not in session. However, the School District understands that the PTO, comp and work hours must be scheduled in conjunction with Police Department needs and is further subject to the Collective Bargaining Agreement in place between the Village and Osceola Professional Police Association.
- c. **Absences:** The SRO shall notify both the applicable school principal and the Police Department supervisor for each day the officer is not available for duty due to illness or otherwise. If the officer is absent for more than five school days for a reason other than PTO, comp, training or sick days, the School District shall be credited for the time the officer was absent.
- d. **Overtime:** The School District may request an officer present at extracurricular activities in excess of the normal school day to provide security and safety to student, staff and citizens attending events. The School District agrees to reimburse the Village for overtime worked in excess of 30 hours per school year for extracurricular activities such as sporting, events, prom, homecoming and other school related functions. However, the Chief of Police has the authority to assign any available officer to such activities in addition to the SRO or if the SRO is unavailable. Any overtime associated with the investigation of an ordinance or criminal violation shall be the responsibility of the Village. The SRO can flex time worked to accommodate school functions.

- e. **Schools Not In Session:** When school is not in session, the SRO's schedule will be at the discretion of the Chief of Police. The SRO can utilize paid time off or compensatory time off when school is not in session during the regular school year. The SRO is expected to attend the Professional Learning Days (PLD).
9. **Activity Reports:** The SRO shall record daily activities on forms provided by the Village and School District and shall submit copies of such forms to the Chief of Police and School District as directed/required. The reports shall document the time spent educating students and staff.
10. **Dress Code:** The SRO shall wear **business casual civilian attire** in compliance with the Osceola Police Department Policy. The Chief of Police may designate the SRO to wear a police department uniform of the day for special events. The Dress Code must be approved by the Chief of Police and the School District.
11. **SRO Responsibilities:** The SRO shall be responsible for enforcing Village ordinances and Wisconsin State Statutes on School District property. The SRO job responsibilities will be further described in the SRO job description attached to this agreement.



Memo

To: Admin and Finance Committee
From: Rick Caruso, Public Utilities Coordinator
CC: Devin Swanberg
Date: 01/09/2025
Re: Verizon Lease Third Amendment

Our current lease with Verizon Wireless for the antennas and related equipment on the water tower located on 248th Street is set to expire on July 31st 2025. Verizon also intends to replace the antennas on the tower, replacing the handrail support structure as well. Modifications were made to the original third amendment proposed by Verizon as follows:

1. Rent Escalation

Original: Rent (currently \$16,332 annually) set to escalate by 10% every five years during the lease extension periods

Final: Rent is reset to \$24,000 annually, escalating 3% each year.

2. Maintenance of Structure

Original: No specific provisions for responsibilities during maintenance activities existed in the proposed amendment or the original lease agreements and existing amendments.

Final: Comprehensive provisions were agreed upon including:

- A. Cost responsibility: Lessee covers 100% of costs for removing and relocating equipment in the event of tower maintenance.
- B. Notice Requirements: Osceola is required to notify Verizon six months prior to requiring removal of the equipment.
- C. Liability Waiver: Osceola will not be liable for service interruptions due to the removal of the equipment.
- D. Temporary Equipment: Lessee may install temporary equipment while equipment is removed for tower maintenance.
- E. Reinstallation of Equipment: Verizon will cover the costs of inspection of the equipment after it is reinstalled to ensure installation is satisfactory and no damage to the structure has occurred.

3. Access to Premises

Original: 24/7 access provided to the lessee as part of the original lease agreement.

Final: Routine access is provided during normal business hours defined as 8 AM to 4 PM excluding observed holidays. Emergency access will be provided outside of normal business hours for unforeseen events requiring immediate action.

The final version of the third amendment strengthens Osceola's position by securing consistent annual rent increases, establishes a procedure for antenna equipment removal in the event of tower maintenance, protects Osceola from financial liability rising from the removal of the equipment, and establishes normal access hours. Many versions of the agreement have been negotiated over the past months, and I feel that these changes reflected in the final document represent a fair and balanced agreement that establish safeguards for Osceola while supporting the operational needs of Verizon. The final document as presented has been reviewed and approved by our legal counsel.

Staff Recommendation

Approve the third amendment as presented for consideration at the full Village Board

Attachment(s)

Verizon third amendment, final

CC:File

THIRD AMENDMENT TO OSCEOLA SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO OSCEOLA SITE LEASE AGREEMENT (this “**Amendment**”) made as of _____, by the VILLAGE OF OSCEOLA (“**LESSOR**”), and WISCONSIN RSA #1 LIMITED PARTNERSHIP, a Wisconsin limited partnership, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (hereinafter designated “**LESSEE**”).

EXPLANATORY STATEMENT

A. Pursuant to an Osceola Site Lease Agreement dated July 17, 1995, as amended by a First Amendment to Tower Site Agreement dated August 22, 2003, and a Second Amendment to Site Lease Agreement dated April 23, 2013 (collectively, the “**Lease Agreement**”), LESSEE leases from LESSOR certain space on LESSOR's water tower and property located at 109 248th Street, Osceola, Wisconsin, as more particularly set forth in the Lease Agreement (the “**Property**”).

B. LESSOR and LESSEE desire for LESSEE to make certain changes, additions and modifications to its existing equipment and leased area at the Property to allow LESSEE to install the equipment specified on Exhibit A-3 (2024) attached hereto (collectively, the “**Equipment Modification**”), and to provide for additional renewal rights for LESSEE.

C. LESSOR and LESSEE now desire to amend the Lease Agreement on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, WITNESSETH, that LESSOR and LESSEE, in consideration of the foregoing Explanatory Statement and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Explanatory Statement; Defined Terms.** The Explanatory Statement of this Amendment forms an integral part hereof. The use of initially capitalized terms in this Amendment shall have the meaning ascribed to them in the Lease Agreement unless the context requires otherwise.

2. **Equipment Modification.** LESSEE and LESSOR agree that LESSEE may promptly perform the Equipment Modification after the full execution and delivery of this Amendment. In connection therewith, LESSEE shall replace, repair, add or otherwise modify its equipment as necessary to perform the Equipment Modification, and, in all instances, such work shall be performed in accordance with the requirements of the Lease Agreement. To accurately reflect the Equipment Modification, effective as of the date LESSEE completes the Equipment Modification: Exhibit A Revised, and Exhibit A-2 attached to the Lease Agreement, are hereby supplemented and updated with the equipment list set forth on Exhibit A-3 (2024), attached to this Amendment, and all references to such exhibits in the Lease Agreement are hereby modified accordingly. For

the avoidance of doubt, the lease areas and non-exclusive easement areas generally shown on Exhibit A-2 are not modified by this Amendment, except to allow the specific tower-based equipment referenced thereon to be modified to be the equipment specified on Exhibit A-3 (2024), which will be in the same general location as the equipment being removed. Lessor confirms that it has received a payment from Lessee's designee (Insite RE, Inc.) of \$13,600.00 to compensate Lessor for out-of-pocket expenses incurred by Lessor in connection with the review and approval of plans associated with the Equipment Modification. Lessor confirms that such payment has been submitted received by Lessor as of the date of this Amendment.

3. **Additional Extension Terms.** LESSOR and LESSEE acknowledge the current extension term is scheduled to expire at the end of July 31, 2025. In order to further extend the term of the Lease Agreement, the Parties agree that commencing on August 1, 2025, the term of the Lease Agreement shall be automatically extended for four (4), additional five (5) year extension terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

4. **Rent Escalation.** Beginning on August 1st, 2025, the annual rent shall be reset to an amount equal to \$24,000, which shall continue to be paid in equal monthly installments pursuant to the Lease Agreement. The annual rent will escalate by 3% annually, with each increase taking effect on August 1 of the applicable year during the term (i.e., August 1st, 2026, and each August 1st thereafter for the remainder of the term). The escalation shall apply to the total rent payable for the preceding year.

5. **Maintenance of Structure**

A. Responsibility for Equipment Removal and Reinstallation:

In the event the Lessor determines that maintenance, painting, repair, or replacement of the water tower structure or any of its components is necessary, the Lessee shall remove, relocate, or otherwise protect its equipment to facilitate such maintenance, repair, or replacement work. The Lessor agrees to provide the Lessee with sixty (60) days' prior written notice of such maintenance, except in cases of emergency, in which case the Lessor shall provide as much notice as is practical under the circumstances; provided that any work that requires Lessee to be removed or relocated for more than 30 days will require at least 6 months written notice from Lessor (unless required by a bona fide emergency outside of Lessor's control, in which case Lessor shall provide as much notice as is possible under the circumstances). Lessee shall be responsible for 100% of its costs and expenses to remove, relocate other protect its equipment for such work provided, however, that if Lessee is required to remove, relocate or otherwise protect its equipment more than once in any three (3) year period (excluding emergency work that is necessary due to circumstances that are outside the reasonable control of Lessor), then Lessor shall be responsible for 50% of the Lessee's costs and expenses to remove, relocate or otherwise protect Lessee equipment for the second and any subsequent instance of such work during the applicable three (3) year period.

B. Liability Waiver:

The Lessor shall not be liable for any interruption of the Lessee's operations, interruption to service, damage to equipment, or other losses arising out of or related to the maintenance, painting, repair, or replacement of the water tower structure,

C. Indemnification by Lessee:

The Lessee shall indemnify, defend, and hold harmless the Lessor from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including any legal fees) arising out of or related to the removal, relocation, or reinstallation of the Lessee's equipment for maintenance, painting, repair, or replacement of the water tower structure, except, in each instance, to the extent caused by the negligence or willful misconduct of Lessor.

D. Temporary Use of Mobile Cellular Equipment:

In the event the use of the Lessee's antenna facility is interrupted by the Lessor for maintenance, painting, repair, or replacement of the structure, the Lessee shall have the right to maintain temporary equipment for the duration of the structure maintenance period as defined by the Lessor. Lessor agrees to use best efforts to allow Lessee to install and use a temporary installation (e.g. cell on wheels or similar) during any period when Lessor's work may affect Lessee's ability to operate its equipment at the Property. Lessee agrees to pay Lessor all actual and reasonable third-party costs, fees and expenses incurred by Lessor to evaluate and review the installation of any temporary installation requested by Lessee under this subsection (D). Such payment shall be made within 60 days after Lessor's submission of a reasonably detailed invoice for such amounts.

E. Restoration of Operations:

Following the completion of maintenance, painting, repair, or replacement work by the Lessor, the Lessee shall restore its equipment in the same location and in the same manner as it was prior to its removal, at its sole cost and expense. The Lessor reserves the right to appoint a third-party inspector to review and inspect the Lessee's reinstallation. Lessee agrees to pay Lessor all actual and reasonable third-party costs, fees and expenses incurred by Lessor to evaluate Lessee's reinstallation under this subsection (E). Such payment shall be made within 60 days after Lessor's submission of a reasonably detailed invoice for such amounts.

6. Access to Premises

Routine Access:

The Lessee shall have access to the leased premises during reasonable business hours, defined as Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding observed holidays; except that Lessee shall have access at any time for emergency access (as set for below). The Lessee shall provide the Lessor with at least 24 hours' advance notice before accessing the site for non-emergency purposes. Temporary access outside of business hours may be allowed if agreed upon by Lessor and Lessee.

Emergency Access:

The Lessor shall permit 24/7 access to the leased premises in the event of an emergency affecting the operation, safety, or security of its equipment. In such cases, the Lessee shall make reasonable efforts to notify the Lessor of its need for immediate access as soon as practicable. For purposes of this section, “emergency” is defined as an unforeseen event requiring immediate action to prevent service interruptions, damage to equipment, or risks to public safety.

7. **Notices.** The notice address for LESSEE in Section 10 of the Lease Agreement is hereby updated to be as follows:

LESSEE: Wisconsin RSA #1 Limited Partnership
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

8. **No Other Amendments.** In all other respects, the Lease Agreement shall remain in full force and effect and binding on each of LESSOR and LESSEE and each of their respective successors and assigns, except as amended herein.

9. **Representations.** Each party hereto hereby represents to the other that it has the power to execute this Amendment and that the execution and delivery of this Amendment (a) has been authorized by all proper action, (b) has been executed by a duly authorized representative of such party, and (c) constitutes the valid and binding obligation of such party.

[signatures on the following page]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Amendment as of the date first above written.

LESSOR:
VILLAGE OF OSCEOLA

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:
WISCONSIN RSA #1 LIMITED PARTNERSHIP

By: Alltel Corporation, Its Managing Partner

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A-3 (2024)

Equipment List

LESSEE is authorized to install and maintain the following equipment along with appurtenant equipment necessary for efficient operation of the following equipment:

Water Tower-Based Equipment

Antenna Quantity and Type: Three (3) Ericsson AIR 6419 antennas;
Six (6) Commscope NHH-65C-R2B antennas;
Three (3) Ericsson 4490 RRUs (remote radios);
Three (3) Ericsson 8843 RRU (remote radios);
Two (2) RVZDC-3315-PF-48 OVP,
Two (2) HFT1206-24SV4-250G hybrids

Antenna Dimensions and Weight: 31.2" x 16.1" x 9.1", 63.1 lbs;
96.0" x 11.9" x 7.1", 51.6 lbs;
20.6" x 15.7" x 7.0", 68.4 lbs;
15.0" x 13.2" x 10.9", 71.9 lbs;
25.7" x 15.7" x 10.3", 32 lbs

Diameter of Transmission Lines: 1-5/8"

Height of Antennas of Tower Structure: 147 feet AGL

Ground-Based Equipment

Equipment & Generator Space: 22' x 27' lease area for ground-based equipment, and diesel generator, together with appurtenant equipment

NOTE: Non-exclusive easement areas are unmodified by this Amendment.

Village of Osceola - Monthly Budget Report
Year to Date for Month Ending
12/31/2024

Account Number	Village of Osceola	2024 Actuals @ 12/31/2024	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	20,654	20,000	654	103%
100-00-41310-000-000	Taxes from Utility	0	103,070	(103,070)	0%
100-00-41320-000-000	Payment in Lieu of Taxes	10,087	4,721	5,366	214%
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	30,741	798,154	(767,413)	
100-00-42300-000-000	Special Assessment Revenue	0	1,700	(1,700)	1,700
100-00-43410-000-000	WI State Shared Revenue	401,676	401,675	1	100%
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	151,185	151,185	(0)	100%
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	592,516	587,773	4,743	
	Licenses and Permits				
100-00-44110-000-000	Liquor Licenses	6,145	6,000	145	
100-00-44200-000-000	All non-liquor licenses	3,885	4,000	(115)	97%
100-00-44400-000-000	Planning and Zoning Fees	940	1,000	(60)	94%
100-00-44300-000-000	Building Permits	55,244	65,000	(9,756)	85%
100-00-44405-000-000	Escrow - Engineering Review	0	15,000	(15,000)	0%
100-00-44900-000-000	Cable Franchise Fees	13,014	15,000	(1,986)	87%
100-00-46311-000-000	Street Opening Permits	2,100	1,250	850	168%
100-00-46330-000-000	Downtown Parking Permits	1,251	1,000	251	125%
	Licenses and Permits	82,581	108,250	(25,669)	
	Fines, Forfeits and Penalties				
100-00-45100-000-000	Court Fines Revenue	18,286	24,200	(5,914)	76%
100-00-45110-000-000	Parking Fines	0	100	(100)	0%
	Fines, Forfeits and Penalties	18,286	24,300	(6,014)	
	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	819	900	(81)	91%
100-00-46211-000-000	Charges for Public Service - Police	633	1,000	(367)	63%
	Other - COPS Grant	0	0	0	
100-00-46100-000-000	Admin Assess Search	1,325	1,500	(175)	88%
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	99,729	478,007	(378,279)	

Village of Osceola - Monthly Budget Report
Year to Date for Month Ending
12/31/2024

Account Number	Village of Osceola	2024 Actuals @ 12/31/2024	2024 Budget	Variance (Over)/Under Budget	Percentage
	Misc General Revenue				
100-00-48100-000-000	Interest Income	45,106	3,500	41,606	1289%
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	7,973	1,500	6,473	
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	(7,212)	2,000	(9,212)	-361%
100-00-48990-000-000	Refund Prior Year Expense	0	0	0	0
	Misc. General Revenue	484,146	80,500	59,276	
	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		
	Subtotal Other Financing Sources	0	293,696	(128,041)	
	TOTAL REVENUE	1,307,998	2,372,380	(1,243,097)	55%
	GENERAL FUND EXPENSES -SUMMARY				
	Legislative	91,406	116,965	(25,559)	78%
	Administration	462,414	253,835	208,579	182%
	Police	549,353	791,465	(242,112)	69%
	Fire	190,199	204,200	(14,001)	93%
	Street	164,608	254,740	(90,132)	65%
	Street Lights	41,049	57,980	(5,092)	71%
	Storm Water	19,943	16,855	2,598	118%
	Street Signs	6,324	14,520	(8,196)	44%
	Garage and Maintenance	121,376	78,995	39,576	154%
	Sanitation	19,316	13,575	5,741	142%
	Parks	129,352	132,590	(3,238)	98%
	Economic Development	18,592	16,573	2,019	112%
	General Fund Transfers	0	186,500	186,500	0%
100-00-52210-226-000	Public Fire Protection (Hydrants)*	239,454	239,454	0	100%
100-00-52300-000-000	Ambulance*	42,360	42,360	0	100%
100-00-52400-215-000	Building Inspection*	49,616	40,000	9,616	124%
100-00-51930-511-000	Insurance *	2,500	5,000	(2,500)	50%
100-00-51510-215-000	Auditor	13,596	20,000	(6,404)	68%
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	2,176,710	2,501,207	57,047	87%
	REVENUE OVER (UNDER) EXPENSES	(868,712)	(128,827)	(1,300,144)	

**Village of Osceola - Monthly Budget Report
Year to Date for Month Ending
12/31/2024**

Account Number	Village of Osceola	2024 Actuals @ 12/31/2024	2024 Budget	Variance (Over)/Under Budget	Percentage
	Total Revenues Before Year-End Entries	1,307,998			
	Levy for General Fund - Journal Entry in December	668,763			
	TFR in Room Tax - Journal Entry made in December	5,000			
	TFR in Water Fund - Journal Entry made in December	123,041			
	Public Fire Protection - Journal Entry made in December	239,454			
	Taxes from Utility - Journal Entry made in December	103,070			
	TOTAL REVENUES	2,447,326			
	LESS EXPENSES	2,176,710			
	REVENUE OVER EXPENSES	270,616			