## **NOTICE**

## VILLAGE OF OSCEOLA

## REGULAR BOARD MEETING

Date: January 14, 2025

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 December 10, 2024
  - b) Licenses and Permits:
    - i. Temporary Liquor License
      - a. Osceola Lion's Club Firefighter's Ball
    - ii. Operator's License
      - a. Nathaniel Kempenich Valley Spirits
      - b. Matt Rensink Cascade BP
      - c. Brandon Wassermann Dick's Fresh Market
      - d. Michael Vetter Osceola Lions Club
  - c) Board, Committee, Commission and Agency Reports:
    - i. Admin & Finance
       ii. Airport Commission
       iii. Library Board
       iv. Public Works
       December 5, 2024
       November 18, 2024
       (Commission approved December 16 2024)
       (Commission approved December 12, 2024)
       (Committee approved December 12, 2024)
       (Committee approved December 12, 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. Utilities
    - ii. Library
    - iii. Fire
    - iv. Police
    - v. Public Works
    - vi. Building Inspection
    - vii. Administration
  - b) Chamber of Commerce/Mainstreet

- 6. Other business discussion and possible action re:
  - a) MSA Professional Services:
    - i. Projects Update
    - ii. CVT Proposal
  - b) Engineering Services
  - c) Resolution #25-01 Affirmation of Paul Elstrom as Fire Chief
  - d) Procurement Policy Update
  - e) Verizon Lease
- 7. Future agenda items and updates
- 8. 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

Medical Services

Airport
 Industrial Park

6. Downtown Businesses

10. Recreational opportunities and the Braves (tied ranking for number 10)

4 River

7. Personalization/Historic of Downtown Feel8. 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.

**APPROVED:** 

## VILLAGE OF OSCEOLA REGULAR BOARD MEETING PROCEEDINGS December 10, 2024

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

Present: Brad Lutz, Arvid Maki, Ron Pedrys, Mike Sine, Van Burch, and Neil Kline

Absent: Marsha Hovey

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

and Joey Cutts

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

Ayes-6 Nays-0 Motion carried

Motion by Maki and seconded by Kline to approve the consent agenda.

Ayes-6 Nays-0 Motion carried

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

Roxy and Tim Patterson at 305 River Street gave a quick background of their B&B and voiced their concerns regarding the state of the old hospital site. Four years ago when purchased business this site was intact, now there are doors/windows broken out, graffiti, overgrown landscape and gives a feeling of unsafe ness to themselves and their guests. They have lost 7% of their business due to this property. Stated they have called the police several times to report vandalism. Also stated this property is in violation of Ordinance §160-5 Public nuisances affecting peace and safety, specifically Section H – dilapidated buildings. Looking for action to enforce this regulation on this property.

## **Reports: Staff reports**

Public Works: Waters reviewed his memo to the board.

<u>Utilities:</u> Caruso reviewed his memo to the board and thanked Batchelor, Treasurer, for helping get the Utility Budget done for 2025. It was a project due to new account codes.

Library: Miller reviewed Library Director memo.

<u>Fire:</u> Elfstrom stated runs for the month of November were 14 runs total, 12 in Village of Osceola and 2 in Town of Farmington and reviewed his memo. Also stated boat training on the iced over river has begun.

<u>Police:</u> Bach stated the PD generated 307 calls, 55 incidents and traffic reports with 2 arrests and 1 emergency detention. Officers had 53 traffic stops and issued 32 municipal citations. Proceeded to review his memo to the board.

Building Inspection: Swanberg stated light building report – next month will do an annual review.

<u>Administration</u>: Swanberg stated appeal was filed last week and need to get our response out by December 19<sup>th</sup>. Taxes will go out on Friday. Finished Vibrant Grant spaces application. Speaking with Horst Foundation to donate more funds to Cascade Falls project. Staff meeting tomorrow to review Procurement Policy. Looking at two Verizon leases. HPC working mural ordinance for their district.

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

## Other business – discussion and possible action re:

## **Request for Services – Engineering**

Swanberg has reached out the four firms below, that the Village has worked with in the past, to present to continue to work with for the Village's streets and future projects for parks, this does not include water and sewer projects.

## Stantec

Angela Popenhagen began with she has been the village engineer for the past 18 years and stated experience. Cody Gartman, with Stantec for past 5 years, working mainly on municipal engineering. Popenhagen went over long history with the Village and future projects they have started. Gartman went over his experience with municipalities, mainly with streets, water utilities, and parks. Popenhagen stated they already has street projects ready for 2025,

familiar with village ordinances and working with attorney. Thanked board for the opportunity and hope to continue to service the Village of Osceola.

## Cedar Corporation

Russ Kiviniemi is principal engineer with Cedar Corporation. Thanked board for the opportunity to present this evening. Went over his work experience with municipalities and services that Cedar Corporation offers in house. Highlighted the companies grant writing team and services. Stated there is no charge to attend board meetings, staff meetings, or virtual meetings, one way to keeps costs down and still provide exceptional services to the Village.

## **MSA Professional Services**

Jon Herdegen, Drew Lindh and Chuck Schwartz presented company's experience and services offered to municipalities. Herdegen went over some current projects MSA as worked on with the Village. Continued on stating that MSA has worked with many similar sized communities and enjoy the challenges and relationships formed with those communities. Thanked board for the opportunity to present this evening.

## Short Elliott Hendrickson, Inc. (SEH)

Erik Henningsgard and Sarah Aarthun presented for SEH. Looking to build a good working relationship and gave background (experience) on themselves. Henningsgard stated that he looks forward to the relationships and seeing projects from start to finish with success is why he focus's on municipalities. SEH has worked with the Village on past and present projects. Appreciates the opportunity to present in front of the Board.

Swanberg felt all are good options, they all provide (1) one place for all services, (2) code work, (3) grant help, (4) CIP planning, and (5) CORP and COMP Planning. Looking for direction from the Board on moving forward. Swanberg has worked with all four companies in the past year on various projects. Discussion among members on benefits of any of the firms. All felt more time is needed for a decision and directed Swanberg to gather further information and provide his and staff recommendation.

## **Cascade Stairs Update**

Swanberg stated the first committee meeting was held last month on the Cascade Stairs project. Gave Lindh design direction, getting rid of the overlook and making Gristmill Park grander with trail head entrance. End of January, early February will be having an open house to get public input. Going out for BIDs sometime in March to begin project. Still working on additional funding for the grant match. Also directed staff to get feedback from the Heritage Committee.

## **Bluff Tower Water Main Soil Contamination**

Caruso stated when doing the design to replace water main to the bluff tower, engineer was notified to contaminated soil site from a leaking underground storage tank. This needs to addressed and is looking for approval for the work amendment to cover the additional cost to analyze borings and prepare soil management plan.

Motion by Sine and seconded by Burch to approve the scope of work amendment as presented.

Ayes-6 Nays-0 Motion carried

## Resolution #24-18 To Adopt the 2025 Fee Schedule

Swanberg stated earlier this year we took all fees out of Village Code and created a Fee Schedule. That fee schedule will need to be reviewed annually and approved by resolution for each year. This is the resolution to approve the 2025 Fee Schedule. Swanberg went over the increases for the 2025 schedule, which are rental of the board room, request for a special village board meeting, direct sellers permit, right-of-way permit, conditional obstruction permit, driveway permit, Certificate of Appropriateness application, variance request, rezoning request and site plan review.

Motion by Sine and seconded by Burch to adopt Resolution #24-18 - 2025 Fee Schedule as presented.

Ayes-6 Nays-0 Motion carried

Motion by Kline and seconded by Maki to go into closed session proceedings at 7:40 p.m. pursuant to Wisconsin Statute §19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. This pertains to review of administrator.

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

Back in open session at 8:36 pm.

## Future agenda items and updates

n/a

President Lutz adjourned the meeting at 8:37 pm.

Respectfully submitted by Carie Krentz, Village Clerk



## Memo

To: Village Board

From: Carie Krentz, Village Clerk

CC: Devin Swanberg, Village Administrator

Date: January 7, 2025

Re: Temporary Class "B" Beer & Wine License – Osceola Lions Club for the Firefighters Ball

The Osceola Lions Club has applied for a Temporary Class "B" Beer & Wine License for the Firefighters Ball event to be held on Saturday, February 8, 2025 from 7:00 pm to 12:00 am at the Osceola Fire Department building at 657 Hwy 35, Osceola.

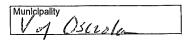
## **RECOMMENDATION**

The applicant has met the requirements and Village staff recommends approval with no additional conditions.

Form

**AB-220** 

## **Temporary Alcohol Beverage License**



License(s) Requested		Fe	9 <b>0S</b> - 1.44 - 1.44
1		License Fees	\$ 10.00
☑ Temporary "Class B" Wine	✓ Temporary Class "B" Beer	Background Check	\$ 15.00
		Total Fees	\$ 25.00

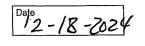
Part A: Organization Inform	ation						
1. Organization Name							
Osceola Lions Club							
2. Organization Permanent Address							
PO Box 401							
3. City					4. State	5. Zip Co	
Osceola		···			WI	5402	:0
6. Mailing Address (if different from p	ermanent a	address)					
		0.0-1-10-1-11-11-1		0.0	tate of Organ	ization/Inco	rooration
7. FEIN		8. Date of Organization/Incor	rporation	1	iale oi Organ T	nzation/micoi	poration
		04/01/80		W	Д.		
10. Phone (651) 895-0306		11. Email myetter@ssoe.c	Om				
		mverter@ssoe.c	Oill				
12. Organization type (check one)	_					1.0	
☑ Bona Fide Club	_ Church	<del></del>	n/Agricultural Socie			eran's Orga	
☐ Lodge/Society	☐ Chamb	er of Commerce or similar (	Civic or Trade Orga	aniza	ition under	ch. 181, W	is. Stats.
				A	***************************************		
13. Is this organization required to	hold a W	'isconsin Seller's permit?		• • • •			☐ Yes 🗹 No
14. Wisconsin Seller's Permit Numbe	r (if applica	ble)					
		•					
Part B: Individual Informati	on	-					
List the name, title, and phone n	umber for	all officers, directors, and	agent of the organi	izatio	n. Include	an Individu	al Questionnaire
(Form AB-100) for each person I	isted belo	w. Attach additional sheets	if necessary.				
Corporations must also include	Alcohol Be	everage Appointment of Age	ent (Form AB-101).	•			
Last Name	First N	ame	Title			Phone	
Vetter	Micha	nel	President			(651)	895-0306
VCCCCI	1110111						
Wyman	Gordy	Y	Vice-Presio	den	t	(651)	245-0655
				*****			
Maki	Arvio	d	Treasurer			(715)	417-0521
							,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

Continued  $\rightarrow$ 

Part C: Event Information							
Name of Event (if applicable)							
Osceola Firefighters Ball							
2. Dates of Operation				3. Hours of			
February 8, 2025				7:00	om to	12:00	AM
4. Premises Address 657 WI-35							
5. City				6. Stat	е	7. Zip Code	
Osceola				W		54020	
8. County	9. Governing I	Municipali	ty 🗌 City 📗 Town	✓ Village	10. A	Aldermanic E	District
Polk	of: Osce						
11. Organizer of Event (if not the named applica	nt)	12	. Email and/or Phone Num (920) 248-9279				cel.net
13. Organizer Website		14	. Event Website				
alcohol beverage activities and storage or diagram and additional sheets if necessary of the storage of diagram and additional sheets if necessary of the storage of diagram and additional sheets if necessary of the storage of diagram and additional sheets if necessary of the storage of diagram and storage or diagram and additional sheets if necessary or diagram and storage or diagram and additional sheets if necessary or diagram and additional sheets if n	essary.						
Part D: Attestation  Who must sign this application?  • one officer or director of the nonprofit  READ CAREFULLY BEFORE SIGNING  truthfully. I agree that I am acting solely seeking the license. Further, I agree that to another individual or entity. I agree to from Wisconsin-permitted wholesalers. I to	: Under pena on behalf of the the rights and operate acco	alty of la he applic d respons	cant organization and no sibilities conferred by the the law. including but n	ot on behal e license(s ot limited to	r of any ), if grai o, purch	rother indi nted, will n nasing alco	ot be assigned thol beverages
from Wisconsin-permitted wholesalers. It is be deemed a refusal to allow inspection. that any license issued contrary to Wis. So be prosecuted for submitting false statem provides materially false information on the	Such refusal Stat. Chapter Jents and affid	l is a mis 125 sha lavits in c	demeanor and grounds Il be void under penalty connection with this app	for revoca of state lav lication, an	tion of t /. I furth d that a	tnis license ler underst ny person	and that I may who knowingly
Last Name		Fir	st Name				M.I
Vetter		Mi	chael				J
Title	i -	mail				Phone	
President	m	vette	@ssoe.com			(651)	895-0306
Signature Michael Volle				Date		12/20/2	24
Part E. Ear Clark Has Only		,					
Part E: For Clerk Use Only  Date Application Was Filed With Clerk	-24 - 2	4	License Number				
Date License Granted	-	. /	Date License Issued				
Signature of Clerk/Deputy Clerk							

## Form **AB-100**

## **Alcohol Beverage Individual Questionnaire**



All individuals involved in the alcohol beverage business must complete this form, including:

sole proprietor

- all officers, directors, and agent of a corporation or nonprofit organization
  members and agent of a limited liability company
- · all partners of a partnership

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Dout A. Dunings Information						
Part A: Business Information		apriotor)				
1. Legal Business Name (individual na	ine ii sole pro	oprietor)				
2. Business Trade Name or DBA	US C/a	-0	W. M. Company			
Osceola Lia	1.5	71.6				
	~3 (	<u>_1ux</u>				
3. Entity Type (check one)	rtnership	☐ Limited Lia	bility Company	. Gorr	ooration 🚮	Nonprofit Organization
Sole Proprietor Par	uleisiip		bility Company		oration [1]	Tronpront organization
Part B: Individual Information						
1. Last Name	711		2. First Name			3. M.I.
Maki				/		6. Phone 715-417-0521
4. Relationship to Business (Title)		5. Email	1.	~ · (		6. Phone
freasurer		arvid.	makil	29mail	. com	715-417-0521
7. Home Address						
Freasurer 7. Home Address 127 Cottage I 8. City Sceola	Drive					
8. City			9. State	10. Zip Code		11. Date of Birth
Osceola	•		w	540	ZO cense/State ID Stat	
12. Drivers License/State ID Number	C-P-VIII-					te of Issuance
	J.,			Wis	consin	
					,	
Part C: Address History						
1. Do you currently reside in Wisc	consin?			<i></i>		🙀 Yes 🔲 No
If yes to 1 above, how long have	ve vou conti	inuously lived in V	Visconsin prior	to the date of	application?	Years Months
If yes to 1 above, now long ha	vo you oom	madadiy nvoq ii. v	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			61 -
2. List in chronological order all o	f vour addre	esses within the la	ast 5 years. Att	ach additional	sheets if necess	ary.
Previous Address 1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	T	City		State	Zip Code
127 Cottage Dr	ave		Osceo		Iw	1 54020
Previous Address 2			City		State	Zip Code
1 Tevious Audiess 2						
Previous Address 3			City			Zip Code
Flevious Address 5			J.,		State	<b>'</b>
Deviteur Address 4			City		State	Zip Code
Previous Address 4			Oity		Otato	
Devileus Address F			City		State	Zip Cøde
Previous Address 5		City			2.5 0240	
		1				
3. List all states and counties you	u have lived	l in as an adult. At	tach additiona	sheets if nece	essary.	
State County		County	State	County	State	County
WI Polt	WI	Dane.				
State County		County	State	County	State	County
WI Wood				}		

Continued →

Part D: Criminal History			
Have you ever been convicted of any offenses (exclud for violation of any federal, Wisconsin, or another state			. 🗌 Yes 🔀 No
If yes to question 1, please list details of each conviction	on below. Attach additio	onal sheets as needed.	
Law/Ordinance Violated .	Location		Conviction Date
Penalty Imposed		Was sentence completed?	. Yes No
Law/Ordinance Violated	Location		Conviction Date
Penalty Imposed		Was sentence completed?	. Yes No
Law/Ordinance Violated	Location		Conviction Date
Penalty Imposed		Was sentence completed?	. Yes No
ordinances?  If yes to question 2, describe nature and status of pe sheets as needed.			Yes 💹 No
		All March	
Part E: Attestation			- A - A - A - A - A - A - A - A - A - A
READ CAREFULLY BEFORE SIGNING: Under pena truthfully. I certify that I am not prohibited from particip beverage industry as a restricted investor. I understar under penalty of state law. I further understand that I may with this application, and that any person who knowing to forfeit not more than \$1,000 if convicted.	pating in this business nd that any license iss ay be prosecuted for su	due to any involvement in anoth- ued contrary to Wis. Stat. Chapt ibmitting false statements and aff false information on this applicat	er tier of the alcohol er 125 shall be void idavits in connection
Signature Mahs		Dec 18, 6	2024
		,	

## Form **AB-100**

## **Alcohol Beverage Individual Questionnaire**

Date	3	
16	-24-	24

All individuals involved in the alcohol beverage business must complete this form, including:

· sole proprietor

- all officers, directors, and agent of a corporation or nonprofit organization
  members and agent of a limited liability company
- · all partners of a partnership

our alcoh	nol beverage application	on or renew	al is not complet	e until a	all require	d Individual Question	naires are	e submitted.		
Part A:	Business Informat	ion								
1. Legal B	usiness Name (individua Osceola Lio	name if sole	proprietor)							
2. Busines	ss Trade Name or DBA							Charles III Arms		
	ype <i>(check one)</i> le Proprietor	Partnership	□ Limited	Liahility	/ Compan	v ∏ Corporatio	n V	Nonprofit Or	ganization	
	le Hobrietoi	- arthoromp		Liability	Сотран	,				
Part B:	Individual Informa	ition			- 10					
1. Last Na	ame			2. Firs	st Name				3. M.I.	
	Wyman				Gord	øn .			R	
4. Relatio	nship to Business (Title) Vice President		5. Email gore	dywyr	nan@y	ahoo.com		6. Phone (651) 24	5-0655	
7. Home A	Address 608 Chieftain St									
8. City	City Osceola				9. State WI	10. Zip Code 54020		11. Date of Birth		
12. Drivers License/State ID Number 13. Drivers				13. Drivers License/S	tate ID Sta	te of Issuance				
	<b>▼▼</b>					WI				
Part C:	Address History									
	ou currently reside in W	/isconsin?						🗓 🗎	∕es	
	to 1 above, how long							137	Months	
2. List in	n chronological order a	ll of vour ac	Idresses within th	e last 5	years. Att	ach additional sheets	if necess	ary.		
	Address 1	, , , , , , , , , , , , , , , , , , , ,		City	•		State	Zip Code		
	60th Ave			C	)sceola		WI	54020	)	
Previous	Address 2			City			State	Zip Code	3117	
Previous	Address 3			City			State	Zip Code		
							01-1-	7l- Code		
Previous	Address 4			City			State	Zip Code	Zip Code	
Previous Address 5			City			State	e Zip Code			
3. List a	Il states and counties y	you have liv	red in as an adult	. Attach	additiona	sheets if necessary.				
State VVI	County Polk	State	County		State	County	State	County		
State	County	State	County		State	County	State	County		
	I	1	1		1	L				

Continued  $\rightarrow$ 

Part D: Criminal History				
Have you ever been convicted of any offenses (exclud for violation of any federal, Wisconsin, or another state)	ling traffic offenses unle e's laws or of any count	ess related to alcohol beverages) y or municipal ordinances?	. 🗌 Yes	X No
If yes to question 1, please list details of each conviction	on below. Attach additio	onal sheets as needed.		
Law/Ordinance Violated	Location		Conviction Da	ate
B. W. H. Liverson, J. L. W. Liverson, J. W. Liverson, J. L. W. Liverson, J. W. Liverson, J. W. Liverson, J. L. W. Liverson, J. L. W. Liverson, J. L. W. Liverson, J. W. Li				
Penalty Imposed		Was sentence completed?		☐ No
Law/Ordinance Violated	Location		Conviction D	ate
Penalty Imposed		Was sentence completed?	. Yes	☐ No
Law/Ordinance Violated	Location		Conviction D	ate
Penalty Imposed		Was sentence completed?	. Yes	X No
If yes to question 2, describe nature and status of pe sheets as needed.				
Part E: Attestation				
READ CAREFULLY BEFORE SIGNING: Under pentruthfully. I certify that I am not prohibited from particip beverage industry as a restricted investor. I understail under penalty of state law. I further understand that I may with this application, and that any person who knowing to forfeit not more than \$1,000 if convicted.	pating in this business and that any license iss ay be prosecuted for su	due to any involvement in anoth ued contrary to Wis. Stat. Chapt ibmitting false statements and affi	er tier of the er 125 shall l davits in con	aiconoi be void nection
Signature		Date 21-Dec-2	4	
JV				

## Form **AB-100**

## **Alcohol Beverage Individual Questionnaire**

Date /2-2	4-24
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All individuals involved in the alcohol beverage business must complete this form, including:

- all officers, directors, and agent of a corporation or nonprofit organization
  members and agent of a limited liability company
- sole proprietorall partners of a partnership

our alcol	hol beverage ap	olication or renew	al is not complete	e until a	all require	d Individual Question	naires are	submitted.		
Part A:	Business Info	rmation								
	Business Name (inc sceola Lions	dividual name if sole Club	proprietor)							
	ss Trade Name or Osceola Lion									
	Type (check one)						5Z A			
☐ So	le Proprietor	☐ Partnership	Limited	Liability	Compan	y Corporation	ר <u>ו X</u>	Nonprofit Org	ganization	
Part B:	Individual Inf	ormation								
1, Last N	ame				st Name			1	3. M.I.	
	Vetter			l M	lichael				J	
4. Relatio	onship to Business Presider		5. Email M	vetter	@ssoe	.com	6	6. Phone (651) 89	5-0306	
7. Home		Sth Ave.								
o City					9. State	10. Zip Code	11	11. Date of Bir	th	
8. City	Osceola				WI	54020				
12. Drive	rs License/State ID	Number				13. Drivers License/State ID State of Issuance				
Part C	: Address Hist	rory		, .						
								X Y	es No	
								Years	Months	
If yes	s to 1 above, how	long have you co	ntinuously lived i	n Wisco	onsin prio	to the date of applica	ition?	18	3	
2. List i	n chronological o	rder all of vour ad	dresses within the	e last 5	years. At	ach additional sheets	if necessar	ry.		
	Address 1			City			State	Zip Code		
			•							
Previous	Address 2			City			State	Zip Code		
Previous	Address 3			City		•	State	Zip Code		
							State	Zin Code		
Previous	Address 4			City	City			Zip Code	Zip Code	
Previous Address 5			City			State	e Zip Code			
3. List a	all states and cou	ınties you have liv	ed in as an adult.	. Attach	additiona	sheets if necessary.				
State	County	State	County		State	County	State	County		
MN	Chisago	MN	Ramsey		MN	Hennepin	ND		loure	
State	County	State	County		State	County	State	County		

Continued →

Part D: Criminal History			
Have you ever been convicted of any offenses (excluding for violation of any federal, Wisconsin, or another state)	ng traffic offenses unle s laws or of any count	ss related to alcohol beverages) y or municipal ordinances?	X Yes No
If yes to question 1, please list details of each convictio	n below. Attach additio	nal sheets as needed.	
Law/Ordinance Violated DWI	in County, MN	Conviction Date 08/1995	
Penalty Imposed Fine		Was sentence completed?	
Law/Ordinance Violated DWI	Location Gwinnett	County, GA	Conviction Date Dec/2000
Penalty Imposed Fine, Community Service		Was sentence completed?	X Yes No
Law/Ordinance Violated DWI	Chisago Co	ounty, MN	Conviction Date March, 2008
Penalty Imposed Fine, Jail, probabtion		Was sentence completed?	. 🛚 Yes 🗌 No
Are charges for any offenses currently pending agains beverages) for violation of any federal, Wisconsin, or a ordinances?	nother state's laws or	any county or municipal	Yes X No
Part E: Attestation	and the state of t		
READ CAREFULLY BEFORE SIGNING: Under pena truthfully. I certify that I am not prohibited from participal beverage industry as a restricted investor. I understand under penalty of state law. I further understand that I ma with this application, and that any person who knowing to forfeit not more than \$1,000 if convicted.	ating in this business of that any license issumed the prosecuted for su	due to any involvement in anothe ued contrary to Wis. Stat. Chapte bmitting false statements and affic false information on this applicati	er tier of the alcoholer for 125 shall be void davits in connection
Signature Mickey Volle		Date 20-Dec	:-24

Incident OSCEOLA POLICE DEPARTMENT Page 310 CHIEFTAIN STREET Incident # 25-010009 PO BOX 217 Seq Beat Rpt Dist Type 1 **Background Check** NA OSCEOLA WI 54020 Time Day Date Attempt Occurred Crime / Incident (Primary, Secondary, Tertiary) Tue 11:00 On or From 01/07/2025 Liquor License 01/07/2025 : Tue Tue 11:00 01/07/2025 Reported Latitude / Longitude County Location of Incident 310 Chieftain St, Osceola, WI Cross Street "S" = Suspect "O" = Other "W" = Witness Dispo "V" = Victim "RP" = Reporting Party WT Hair Eyes Home Phone Sex Age Last, First, Middle (Firm if Business) Race 0 OSCEOLA, LIONS CLUB Work Phone State DL Number DOB Address WI Cell Phone Local ID# State # FBI# SSN City, State, Zip Code OSCEOLA WI 54020 Home Phone Eyes HT WT Hair Last, First, Middle (Firm if Business) Sex Race Age E 0 VETTER, MICHAEL JAMES Work Phone DL Number State DOB Address 2734 36TH ST FBI# Cell Phone Local ID# State # SSN City, State, Zip Code OSCEOLA WI 54020 Home Phone WT Eyes Sex Age Race Last, First, Middle (Firm if Business) 0 WYMAN, GORDON R State Work Phone DL Number DOB Address 0 -608 CHIEFTAIN ST Cell Phone FBI# Local ID# State # SSN City, State, Zlp Code OSCEOLA WI 54020 Home Phone WT HT Hair Eves Sex Age Race Last, First, Middle (Firm if Business) 0 MAKI, ARVID ALLAN Work Phone State LUD DL Number Address 127 COTTAGE DR Cell Phone FBI# Local ID# State # SSN City, State, Zip Code WI 54020 OSCEOLA Synopsis The Osceola Lions Club applied for a Temporary Alcohol Beverage License for the Osceola Firefighters Ball on February 8, 2025, at the Osceola Fire Hall. Listed officers of the club are Michael Vetter, Gordon Wyman and Arvid Maki. No disqualifying violations were found. License recommended by Chief Bach. PropertyList Continuation Property Damage \$ Attached Attached Press Domestic Violence UCR 9999 Case 0 Release L Victim Senior Citizen Gang Related N Hate Crime ٧ Α Force Used Child Abuse Pursuit В County Disposition CLSD Code L Connecting Case # T Report Complete/Ready for Review CAD/CFS Event #

Assigned To

J

Reviewed By



Assistant J. Giller

Officer ID

Date

Date

Approved



## Memo

To: Village Board From: Carie Krentz

Date: January 7, 2025

Re: Regular Operator Licenses

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

i. Nathaniel Kempenich – Valley Spirits;

- ii. Matt Rensink Cascade BP;
- iii. Brandon Wassermann Dick's Fresh Market; and
- iv. Michael Vetter Osceola Lions Club.

## **RECOMMENDATION**

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



DEC 0 5 2024

REAL, CHARMING.

## **APPLICATION FOR OPERATOR'S LICENSE**

I, the undersigned, do hereby respectfully make application for an Operator's License as provided by Village Code Syear period ending June 30 <sup>th</sup> .	ation to the Vi Section 137.3	llage Board o 3 and Wiscon	of the Village of C sin Statutes Sec	)sceola, P tion 125.1	olk County, 7 for a two-
l certify that I am years of age. I am familiar w granted said license, to obey all provisions of said laws Provisional License (\$15) New License (	s. I am applyi	ing for <b>(chec</b> l	k one):		
Telephone #:			##		
Street Address: 1025 1st Ave. Nw					
City, State, Zip: Pine city, MD 55063		0 / /0/	( 50: ()		1
Date of Birth:			ate of Birth: v		-vint
Driver's License #: (Please	1	Employer	Name & Pho	ne # or E	event
provide copy)	7	vvorking.	Valley Spir	175	
		4027070			
Operator's licenses held in last 2 years (list communities) OR:	100				
Training course completed in last 2 years (provide documentation):	NO 6	ut in Pr	Pocess		
		<u> </u>		VEC	or NO
Have you previously been denied an operator		<u> </u>			or NO
Have you ever had an operator's permit revolution Have you been issued a provisional permit in	n the provid	oue 12 mor	othe?		or (140)
Have you been charged with an offense in la	et 2 vears	7	1010:		or NO
Have you had an alcohol offense?	iot Z youro				or NO
Have you been convicted of a crime?		<del></del>			or NO
Explain any YES answers (use back if necess Probation Ended June 20	sary) _ D	NI IN	February	of 2	<sup>2</sup> 30'
Print Name  Signature  Nethanic Lempenich  MMM  MMM  Signature		Maider	n or Previous	Names (	Jsed
Application Rec'd by:  Date Application Rec'd:  Police Recommendation:  Provisional License Receipt #:  24-17	Date	e School A e Village B erator's Rec erator Licer	oard Approve ceipt #:	d:	

310 CHIEFTAIN STREET Incident # 24-010712 PO BOX 217 Seq Beat Rpt Dist Type 1 OSCEOLA WI 54020 NA Attempt Time Day Crime / Incident (Primary, Secondary, Tertiary) Occurred Date Operators License Operators License On or From 12/05/2024 16:00 Thu 12/05/2024 Thu То Reported 12/05/2024 16:00 Thu Latitude / Longitude County Location of Incident 310 Chieftain St, Osceola, WI Cross Street Dispo "W" = Witness "S" = Suspect "O" = Other "RP" = Reporting Party "V" = Victim WΤ Hair Eyes Home Phone Last, First, Middle (Firm if Business) Race Sex Age 0 KEMPENICH, NATHANIEL HART State Work Phone Address DOB DL Number 1025 1ST AV NW Cell Phone Local ID# FBI# City, State, Zip Code SSN State # PINE CITY MN 55063-1010 Home Phone WT Last, First, Middle (Firm if Business) Race HT Hair Eyes Age 0 (715) 294-4240 0 VALLEY, SPIRITS LIQUOR Work Phone State DOB DL Number Address 11 WI 0 -209 CHIEFTAIN ST Local ID# State # FBI# Cell Phone City, State, Zip Code SSN OSCEOLA WI 54020 Home Phone HT Eyes Last, First, Middle (Firm if Business) Sex WT Hair Race Work Phone DOB DL Number State Address Cell Phone SSN Local ID# State # FBI# City, State, Zip Code Home Phone WT Last, First, Middle (Firm if Business) Race Sex Age HT Hair Eves State Work Phone DOB DL Number Address FBI# Cell Phone Local ID# State # SSN City, State, Zip Code Nathaniel Kempenich applied for an Operator's License for Valley Spirits. He has been convicted of an DUI in Minnesota. No Wisconsin criminal history. License recommended by Chief Bach. Continuation PropertyList Property Damage \$ Attached Attached Press Domestic Violence UCR 9999 0 Case Release Hate Crime Victim Señlor Citizen Gang Related N ٧ Force Used Child Abuse Pursuit В County 1 Disposition CLSD Code Connecting Case # Т CAD/CFS Event # Report Complete/Ready for Review Assigned To Date Reviewed By Approved Date

J

Assistant J. Giller

Officer ID

**OSCEOLA POLICE DEPARTMENT** 

Incident

Page

1



DEC 1 1 2024

## **APPLICATION FOR OPERATOR'S LICENSE**

I, the undersigned, do hereby respectfully make application to the for an Operator's License as provided by Village Code Section 137 year period ending June 30 <sup>th</sup> .	Village Board of the Village of Osceola, Polk County, 7.3 and Wisconsin Statutes Section 125.17 for a two-	
I certify that I am years of age. I am familiar with the law granted said license, to obey all provisions of said laws. I am apple Provisional License (\$15) New License (\$40)	lying for (check one):	
Telephone #:		
Street Address: 1956 70th Avc		
City, State, Zip: Dressen WI 54009		
Date of Birth:	County/State of Birth:	
Driver's License #: (Please provide copy)	Employer Name & Phone # or Event Working:	
	Luscule BP	
Operator's licenses held in last 2 years (list communities) OR:		
Training course completed in last 2 years		
(provide documentation): 5ce	- Attach_	
Have you previously been denied an operator's permit Have you ever had an operator's permit revoked?  Have you been issued a provisional permit in the previous Have you been charged with an offense in last 2 years Have you had an alcohol offense?  Have you been convicted of a crime?	YES or NO YES or NO YES or NO	
Explain any YES answers (use back if necessary)		
May Rengiul Print Name May Signature	Maiden or Previous Names Used	
Date Application Rec'd: 12-11-24 Date Police Recommendation: 04 AJB/19 Op	te School Attended: 12-10-24 Ite Village Board Approved: 3352 Derator License #:	



## 

# CERTIFICATE OF COMPLETION

This certifies that

## Mathew Rensink

is awarded this certificate for

Wisconsin Responsible Beverage Server Training

Completion Date

Expiration Date

Certificate #

Official Signature

Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats. This certificate is non-transferable and represents the successful completion of an approved

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

310 CHIEFTAIN STREET Incident# 24-010720 PO BOX 217 Beat Rpt Dist Type 1 **Background Check** OSCEOLA WI 54020 NA Crime / Incident (Primary, Secondary, Tertiary) Attempt Date Time Day Occurred Operators License Operators License On or From 12/12/2024 Thu 09:00 Thu 12/12/2024 09:00 Thu Reported 12/12/2024 Latitude / Longitude County Location of Incident 310 Chieftain St, Osceola, WI Cross Street Dispo "V" = Victim "RP" = Reporting Party "W" = Witness "S" = Suspect "O" = Other WT Last, First, Middle (Firm if Business) Race Sex Age Hair Eyes Home Phone 0 ,1 RENSINK, MATHEW THOMAS State Work Phone DOB DL Number Address 1956 70TH AV Cell Phone FBI# City, State, Zip Code SSN Local ID# State # DRESSER WI 54009 Home Phone Last, First, Middle (Firm if Business) Race Sex HT WT Hair Eyes Age 0 (715) 294-4086 0 CASCADE, B.P. Work Phone DOB **DL Number** State Address (OSCEOLA OIL/GAS) WI 97 CASCADE ST Cell Phone Local ID# State # FBI# City, State, Zip Code SSN OSCEOLA WI 54020 Home Phone Last, First, Middle (Firm if Business) Race Sex Age HT WT Eyes Work Phone DOB DL Number State Address Cell Phone Local ID # FBI# State # SSN City, State, Zip Code HT WT Home Phone Last, First, Middle (Firm if Business) Race Sex Age Hair Eyes State Work Phone Address DOB DL Number Cell Phone FBI# City, State, Zip Code SSN Local ID# State # Synopsis Mathew Rensink applied for an Operator's License for Cascade BP. No Wisconsin or Minnesota criminal histories were found. License recommended by Chief Bach. PropertyList Continuation Property Damage \$ Attached Attached Press Domestic Violence 0 UCR 9999 Release Case Hate Crime Gang Related N Victim Senior Citizen ٧ Α Pursuit Force Used Child Abuse В County ı Disposition CLSD Code L Connecting Case # T Report Complete/Ready for Review X CAD/CFS Event # Assigned To Date Approved Date Reviewed By

J



Assistant J. Giller

Officer ID

OSCEOLA POLICE DEPARTMENT

Incident

Page



JAN 0 3 2025

## **APPLICATION FOR OPERATOR'S LICENSE**

I, the undersigned, do hereby respectfully make application to for an Operator's License as provided by Village Code Section year period ending June 30th.	
I certify that I am years of age. I am familiar with the granted said license, to obey all provisions of said laws. I am Provisional License (\$15) New License (\$40) _	applying for (check one):
Telephone #:	
Street Address: 455 Walnut St.	
City, State, Zip: Taylors Falls, MN, 55084	
Date of Birth:	County/State of Birth:
Driver's License #: (Please	Employer Name & Phone # or Event Working: Dicks Fresh Morket
provide copy)	Working: Dicks Fresh Market
į · ·	715-294-2158
Operator's licenses held in last 2 years (list communities) OR:	
Training course completed in last 2 years	attacheel
(provide documentation):	
Have you previously been denied an operator's pe	
Have you ever had an operator's permit revoked?	
Have you been issued a provisional permit in the	
Have you been charged with an offense in last 2 y	
Have you had an alcohol offense?	YES or MO
Have you been convicted of a crime?	(YES) or MO
Explain any YES answers (use back if necessary) a Object on Hwy while Operating Vel	misdemeanor-Littering Dangerous nicle 2014-99
Brandon Wassermann	
Print Name	Maiden or Previous Names Used
By Wysham Signature	
Application Rec'd by:  Date Application Rec'd:  Police Recommendation:  Provisional License Receipt #:  Provisional License #:  25-01	Date School Attended: 12-11-24 Date Village Board Approved: Operator's Receipt #: Operator License #:

## **Serving Alcohol**

is proud to present this certificate to

## Brandon Wasserman∩

for successful completion of the online course



## Wisconsin Alcohol Seller/Server Course

- PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.
- \* CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
- RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECARD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6), 134.66 (2m), and 125.04 (5) (a) 5. Wis. Stats. Verify online at servingalcohol.com

**Verification Code** 

XdxtMon6kj

**Date Issued** 

Dec 11th, 2024

**VALID FOR 2 YEARS** 

This is not a Wisconsin operators/bartenders license.

This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working. Find your city clerk's office here: https://elections.wi.gov/clerks/directory

Wisconsin Alcohol Seller/Server Course

Name: Brandon Wasserman

Certification Date: Dec 11th, 2024

Certificate Code: XdxtMon6kj

Verify Online: servingalcohol.com

125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats.

**SERVING ALCOHOL INC VALID FOR 2 YEARS** 

**310 CHIEFTAIN STREET** Incident # 25-010006 PO BOX 217 Beat **Rpt Dist** Type 1 **Background Check** OSCEOLA WI 54020 NA Day Attempt Time Crime / Incident (Primary, Secondary, Tertiary) Occurred Date Tue 09:30 Operators License Operators License On or From 01/07/2025 01/07/2025 Tue 09:30 Tue Reported 01/07/2025 County Latitude / Longitude Location of Incident 310 Chieftain St, Osceola, WI Cross Street "O" = Other Dispo "V" = Victim "RP" = Reporting Party "W" = Witness "S" = Suspect WT Hair Eyes Home Phone Race Sex Age HT Last, First, Middle (Firm if Business) 0 WASSERMANN, BRANDON MATTHEW Work Phone State DOB DL Number Address 455 WALNUT ST Cell Phone Local ID# State # FBI# City, State, Zip Code SSN TAYLORS FALLS MN 55084 Home Phone WT Race Sex Last, First, Middle (Firm if Business) Age (715) 294-2158 0 DICKS, FRESH MARKET Work Phone State DOB DL Number Address WI 0 112 CHIEFTAIN ST // FBI# Cell Phone State # City, State, Zip Code SSN Local ID# OSCEOLA WI 54020 Home Phone HT Hair Eyes Last, First, Middle (Firm if Business) Race Sex Age WT State Work Phone DOB DL Number Address Cell Phone FBI# SSN Local ID# State # City, State, Zip Code Home Phone Sex HT WT Hair Eyes Last, First, Middle (Firm if Business) Race Work Phone State DOB DL Number Address Cell Phone FBI# State # Local ID# City, State, Zip Code SSN Synopsis Brandon Wassermann applied for an Operator's License for Dick's Fresh Market. He has been convicted of Misdemeanor Littering of Dangerous Object on Highway While Operating Vehicle in Minnesota (2014). No Wisconsin criminal history. License recommended by Chief Bach. PropertyList Continuation Property Damage \$ Attached Attached Press Domestic Violence 9999 0 Release Gang Related N Hate Crime Victim Senior Citizen ٧ Α Pursuit Force Used Child Abuse В County ı Disposition CLSD Code L Connecting Case # Т Report Complete/Ready for Review CAD/CFS Event# Date Assigned To Approved Date Reviewed By Officer ID Assistant J. Giller J

OSCEOLA POLICE DEPARTMENT

Incident

Page

1



## **APPLICATION FOR OPERATOR'S LICENSE**

I, the undersigned, do hereby respectfully make application to for an Operator's License as provided by Village Code Sectio year period ending June 30 <sup>th</sup> .	the Village Board of the Village of Osceola, Polk County, n 137.3 and Wisconsin Statutes Section 125.17 for a two-			
I certify that I am years of age. I am familiar with the granted said license, to obey all provisions of said laws. I am Provisional License (\$15) New License (\$40)	n applying for (check one):			
Telephone #:				
Street Address: 2734 36th Ave.				
City, State, Zip: Osceola, WI 54020	0 1/01 1 5 5 5 14 1			
Date of Birth:	County/State of Birth:			
Driver's License #: (Please	Employer Name & Phone # or Event			
provide copy)	Working: Osceola Lions Club -			
	Wheels & Wings			
Operator's licenses held in last 2 years (list communities) OR:	·			
Training course completed in last 2 years (provide documentation):	ean 2 Serve online course			
	VEC on (IO)			
Have you previously been denied an operator's p				
Have you ever had an operator's permit revoked	-			
That's year been recased a provincional potential better				
Have you been charged with an offense in last 2	years? TES or NO			
Have you had an alcohol offense?	(E) or NO			
Have you been convicted of a crime?	TEG OF IVO			
Explain any YES answers (use back if necessary)  I have had 3 prior DWI convictions in 1995, 2000 and 2008. All misdemeanors, nothing pending				
Michael J Vetter				
Print Name Michael Volta	Maiden or Previous Names Used			
Signature				
Application Rec'd by:  Date Application Rec'd:  Police Recommendation:  Provisional License Receipt #:  Provisional License #:	Date School Attended:  Date Village Board Approved: Operator's Receipt #:  Operator License #:			



# CERTIFICATE OF COMPLETION

This certifies that

## Michael James Vetter

is awarded this certificate for

Learn2Serve On-Premises Alcohol Seller/Server

Course Duration 3.0

Completion Date

Certificate #

Official Signature

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

Incident OSCEOLA POLICE DEPARTMENT 310 CHIEFTAIN STREET Incident # 25-010007 PO BOX 217 Beat Rpt Dist Type **Background Check** 1 OSCEOLA WI 54020 NA Attempt Time Day Crime / Incident (Primary, Secondary, Tertiary) Occurred Date Operators License Operators License 11:00 Tue On or From 01/07/2025 : Tue 01/07/2025 То Tue 11:00 Reported 01/07/2025 Latitude / Longitude County Location of Incident 310 Chieftain St, Osceola, WI Cross Street "O" = Other Dispo "V" = Victim "RP" = Reporting Party "W" = Witness "S" = Suspect HT WT Hair Eyes Home Phone Last, First, Middle (Firm if Business) Race Sex Age 0 3 VETTER, MICHAEL JAMES DOB DL Number State Work Phone Address 2734 36TH ST Cell Phone City, State, Zip Code SSN Local ID# State # FBI# OSCEOLA WI 54020 НТ WT Hair Eyes Home Phone Last, First, Middle (Firm if Business) Race Sex Age 0 OSCEOLA, LIONS CLUB Work Phone DOB DL Number State Address WI Local ID# FBI# Cell Phone State # City, State, Zip Code SSN WI 54020 **OSCEOLA** Last, First, Middle (Firm if Business) Race Sex Age HT WT Hair Eyes Home Phone State Work Phone DOB DL Number Address FBI# Cell Phone Local ID # State # SSN City, State, Zip Code Home Phone HT WT Race Sex Hair Eyes Last, First, Middle (Firm if Business) Age Work Phone State Address DOB DL Number FBI# Cell Phone SSN Local ID# State # City, State, Zip Code Synopsis Michael Vetter applied for an Operator's License for the Osceola Lions Club. He has been convicted of three OWI violations, two in Minnesota (1995, 2008) and one in Georgia (2000). License recommended by Chief Bach. Continuation PropertyList Property Damage \$ Attached Attached S Press Domestic Violence UCR 9999 0 Release Case Hate Crime Gang Related N Victim Senior Citizen ٧ Α Force Used Child Abuse Pursuit В County ١ Disposition CLSD Code L Connecting Case # Ţ CAD/CFS Event # γ Report Complete/Ready for Review Assigned To Date



Reviewed By

J

Page

Assistant J. Giller

Officer ID

Date

Approved

## 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 2<sup>nd</sup> 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

Osceola Airport Commission Meeting

Date: 11/18/2024

Meeting called to order by Greene at 3:59pm.

Present: Greene, Johnson, Lee and Waddell

Absent: Melin

Public: Steve Kennedy, Paul Elfstrom, Devin Swanberg

Approval of the agenda: 1.Greene, 2. Lee. (I=4, NA=0)

Approval of the September 16, 2024 minutes: 1. Johnson, 2. Greene. (I=4, NA=0)

Invoices for payment- Jet fuel system received a bill for a repair but still is not fixed.

Airport financials- Everything seems to look ok.

Manager's report- Johnson stated that the jet fuel system is having a flow rate problem. They have replaced filters and done some other trouble shooting but have been unable to correct the problem. Greene asked Johnson to look back and see how many gallons have been put through the new jet fuel system. It was brought to the commissions attention there was no warranty left on the jet fuel system.

Other business-

Airport Master Plan General Discussion- Greene read the SEH email.

Glider Association Lease Agreement- Johnson suggested signing the existing lease rather than wait to update along side the master plan.

Proposed Airport Administrative Fee general discussion- Sounds like the village board and Swanberg would like to move forward with the administration fee. Greene reminded Swanberg that there will be additional steps required for FAA approval before the village can begin charging an administration fee.

Petition Package- Greene reminded the commission that we still have a project petition to execute. He stated he was unsure exactly how to do it as he had not been involved with a petition before. Swanberg suggested having SHE write this document due to the nature of specific wording.

Budget Approval- 1. Johnson, 2. Lee. (I=4, NA=0)

Future agenda items and updates- Greene asked Swanberg for airport funds to be placed in an interest bearing savings account so the airport can benefit like the village currently

does from this set up. Swanberg stated he would look into that, suggesting he may have to create a separate account for the airport. Swanberg was ask about if there was room in the public works building for the new loader. He was going to check with the head of public works.

Greene adjourned the meeting- 5:11pm.



## Library Board of Trustees Minutes of Regular Meeting November 14th, 2024

Trustees Present: Taylor Baert, Gail Hanson, Ron Johnson, Arvid Maki, Michele Merritt, Maureen

Rogers

Trustees Absent: Deb Rose

Also present: Director Anne Miller, Sherry Hanson

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

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

Motion to approve the **Minutes for the October regular meeting** by Gail. Seconded by Taylor. Carried unanimously.

Citizens' Comments – Twenty-three people attended the Books & Biscotti event with chef and cookbook author Beth Dooley. The Friends of the Library will be having discussions on whether to continue paying for library cards for patrons from Minnesota. They'll also be talking to Ricky Hoverman about making changes to the Friends' web page.

**Director's Report** – The library staff did an excellent job keeping everything running smoothly while Anne was on vacation in Romania the last two weeks of October. Prior to that, Anne prepared for the 2025 BigRead program and worked on a Zoom presentation about what it is like to be a library in a multi-use building. All regular events were hosted in October, as well as several special events. A fundraiser was held at Tippy Canoes, with free will donations designated for the library.

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

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

**Blinds for Library Windows** – The fabric for the blinds was backordered, so there will be a delay in making and installing the blinds. Jason with Budget Blinds does not have a projected date at this time.

**Mr. Licky** – Mr. Licky's retirement party will be held on Friday, November 22, from 4 to 5:30 pm. Library staff will transport him to Snake Discovery in Maplewood the following day.



## Library Board of Trustees Minutes of Regular Meeting November 14th, 2024

**Library Services Policy** – The board reviewed the policy. Motion by Gail, seconded by Arvid, to approve the Library Services Policy. Motion carried.

**Budget Discussion** – The library has a 2024 surplus of about \$14,000 to spend down. Anne provided a list of options for using these monies which ranged from purchasing books and equipment to joining the OverDrive Advantage program, which adds more copies of ebooks to the system, resulting in shorter wait times for popular titles. Motion by Arvid, seconded by Maureen, to approve spending for the starred items on the surplus options list. Carried unanimously.

Next Meeting – Thursday, December 12 at 5:00 pm.

President Michele Merritt declared the meeting adjourned at 6:29 pm.

Respectfully submitted by Ron Johnson, Library Board Secretary

## VILLAGE OF OSCEOLA PUBLIC WORKS COMMITTEE NOTES

Date: Wednesday, June 26, 2024

Time: 8:00 am

Place: Room 105 Village Hall

## **Agenda**

- 1. Call the Meeting to Order 0801 Neil calls meeting to order.
- 2. Approval of Agenda Marsha-motions for approval, Ron-second
- 3. Approval of Minutes a. March 27, 2024 Neil motion for approval, Marsha-second
- 4. Discussion and Possible Action re: a. Appoint Chairperson Marsha motion to approve Neil as Chairperson for DPW Committee. Ron-second. Neil Accepts 3-0 Yay
- b. Wayfinding Signs Ron- utilize 5k from CIP to match funding from bid district. Neil- Use Madison assistance for branding to save money. Ron makes a motion to carry 5k in CIP funds to 2025 to match any state funds and bid district to carry out updating and new wayfinding signs. Marsha-second. 3-0 Yay
- c. Purchase and Replacement of Municipal Truck/Dump Body Class 5 CIP funding for the replacement of DPW truck. 3 trucks with quotes were presented and Committee recommended purchase of truck. Bring to Village Board for full approval. Marsha made the motion. Ron-second. 3-0 Yay
- d. Oakey Park Parking Lot Discussion and action for the start of Phase 1, grade and gravel lot in preparation for asphalt utilizing Park Impact fees. Ron made a motion to proceed with Phase 1 of the Oakey Park parking lot and proceed to Village Board for approval, Marsha-second. Yay 3-0
- e. Pulverization and Pavement Replacement for 2024 Discussion and action on the pulverization and new asphalt of roads recommended to DPW Committee. Marsha made the motion to proceed with Village Board approval to seek quotes on the roads presented for pulverize and asphalt utilizing the 2024 CIP. Ron-second 3-0 Yay
- f. Cascade Falls Update Discussion only and updated Committee members on the current status of design and materials presented to staff by MSA.
- g. Monarch Park Trail Discussion only on the trail installed internally by Public Works in combination with the Trails and Parks Group.
- 5. Future agenda items and updates
- 6. Adjourn 0907am

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## GENERAL FUND CHECKING

## ALL Checks

Posted From: 12/06/2024 From Account: Thru: 1/09/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
MTA	12/31/2024	MTA-MY TAX ACCOUNT	4,515.73
67482	12/11/2024	AMAZON CAPITAL SERVICES	685.56
67483	12/11/2024	ARDEN SPECIALTY, LLC	211.94
67484	12/11/2024	BAKKE NORMAN. S.C.	851.69
67485	12/11/2024	BILL'S ACE HARDWARE	94.45
67486	12/11/2024	CULLIGAN OF RICE LAKE	31.00
67487	12/11/2024	DICK'S FRESH MARKET	188.46
67488	12/11/2024	DODGE OF BURNSVILLE INC	50,572.00
67489	12/11/2024	DOMINION VOTING	249.15
67490	12/11/2024	DSC COMMUNICIATONS	470.00
67491	12/11/2024	E.& B. SCALE COMPANY	150.00
67492	12/11/2024	EQUATURE	4,000.00
67493	12/11/2024	GENERAL CODE	2,985.00
67494	12/11/2024	J & S GENERAL CONTRACTING	256.25
67495	12/11/2024	LAKELAND COMMUNICATIONS	714.20
67496	12/11/2024	MIDWEST ONE - VISA	190.00
67497	12/11/2024	NEI ELECTRIC	4,765.00
67498	12/11/2024	NORTHWOOD TECHNICAL COLLEGE	27.43
67499	12/11/2024	O'REILLY AUTOMOTIVE STORES INC.	171.85
67500	12/11/2024	OSCEOLA AUTO BODY	1,251.85
67501	12/11/2024	RODLI, BESKAR, NEUHAUS, MURRAY, & PLETCHER	60.00
67502	12/11/2024	RYAN KENNY	400.00
67503	12/11/2024	SHORT ELLIOTT HENDRICKSON	5,080.08
67504	12/11/2024	STANTEC CONSULTING SERVICES INC	4,959.48
67505	12/11/2024	TANNER REBHAN	100.00
67506	12/11/2024	TEAMSTERS LOCAL 662	629.00
67507	12/11/2024	THE OSCEOLA SUN	1,737.58
67508	12/11/2024	THOMSON REUTERS - WEST	155.59
67509	12/11/2024	TRI STATE BOBCAT	396.75
67510	12/11/2024	WORKHORSE SOFTWARE SERVICES, INC.	5,000.00
67511	12/11/2024	XCEL ENERGY	10,265.18
67512	12/18/2024	ADORAMA	2,414.99
67513	12/18/2024	AFLAC	247.36

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## GENERAL FUND CHECKING

## ALL Checks

Posted From: 12/06/2024 From Account: Thru: 1/09/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
67514	12/18/2024	AMAZON CAPITAL SERVICES	222.14
67515	12/18/2024	BAKER & TAYLOR	3,099.64
67516	12/18/2024	BILL'S ACE HARDWARE	76.45
67517	12/18/2024	CARLETON A FRIDAY MEMORIAL LIBRARY.	18.00
67518	12/18/2024	CARQUEST	197.00
67519	12/18/2024	CINTAS	516.56
67520	12/18/2024	COMMERCIAL TESTING LAB.	1,085.00
67521	12/18/2024	DEMCO	639.84
67522	12/18/2024	DIGGERS HOTLINE	27.84
67523	12/18/2024	ENERGENECS, INC.	3,253.74
67524	12/18/2024	HAWKINS INC	2,137.54
67525	12/18/2024	IFLS LIBRARY SYSTEM	1,801.70
67526	12/18/2024	JENNIFER L. ROYTEK	30.00
67527	12/18/2024	KLM ENGINEERING, INC.	23,116.00
67528	12/18/2024	LAURA ANFINSON	13.99
67529	12/18/2024	LEVEL CONCRETE LIFTING	1,211.14
67530	12/18/2024	MIDWEST ONE - VISA	3,727.00
67531	12/18/2024	MSA PROFESSIONAL SERVICES	1,250.00
67532	12/18/2024	OSCEOLA AUTO BODY	867.25
67533	12/18/2024	PDI TECHNOLOGIES	61.74
67534	12/18/2024	PETTY CASH-LIBRARY	193.09
67535	12/18/2024	RANGE ENVIRONMENTAL DRILLING	3,314.00
67536	12/18/2024	REGISTRATION FEE TRUST	164.50
67537	12/18/2024	SHAUNDA BOLICEK	300.00
67538	12/18/2024	SHORT ELLIOTT HENDRICKSON	2,750.00
67539	12/18/2024	SOMERSET COLLISION & COATINGS LLC	639.00
67540	12/18/2024	SOMERSET PUBLIC LIBRARY	7.00
67541	12/18/2024	STRATIS INDUSTRIES	2,680.00
67542	12/18/2024	TANNER REBHAN	50.00
67543	12/18/2024	TITAN PUBLIC SAFETY SOLUTIONS, LLC	5,110.00
67544	12/18/2024	UNUM LIFE INSURANCE COMPANY OF AMERICA	344.97
67545	12/18/2024	WI SCTF	54.59
67546	12/18/2024	WI STATE LABORATORY OF HYGIENE	29.00

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#### GENERAL FUND CHECKING

ALL Checks

Check Nbr	Check Date	Payee	Amount
67547	12/23/2024	ALBRIGHTSON EXCAVATING, INC.	354,531.24
67548	12/23/2024	EO JOHNSON COMPANY INC	639.85
67549	12/23/2024	FAHRNER ASPHALT SEALERS, LLC	3,659.76
67550	12/23/2024	PITNEY BOWES INC.	502.25
67551	12/27/2024	S & K ENTERPRISES	111,450.00
67552	12/27/2024	WI SCTF	54.59
67553	1/03/2025	ABT MAILCOM	2,199.26
67554	1/03/2025	AMAZON CAPITAL SERVICES	193.46
67555	1/03/2025	APPRAISAL SERVICES	2,720.00
67556	1/03/2025	ARROWHEAD FORESICS	238.73
67557	1/03/2025	BRADLEY MEISSEN	9.75
67558	1/03/2025	CAMAEM PROPERTY HOLDINGS LLC	20.00
67559	1/03/2025	CRIMESTAR USA, LLC	1,600.00
67560	1/03/2025	DELTA DENTAL PLAN OF WISCONSIN	528.28
67561	1/03/2025	ELLIOT C MCCARTHY	4,939.65
67562	1/03/2025	EVERGREENTEL	107.80
67563	1/03/2025	GALLS, LLC	56.99
67564	1/03/2025	GUARDIAN PEST SOLUTIONS, INC.	130.00
67565	1/03/2025	HILLSIDE CONSTRUCTION LLC	2,250.00
67566	1/03/2025	HOLMES REPAIR LLC	3,992.18
67567	1/03/2025	JENNIFER L. ROYTEK	30.00
67568	1/03/2025	KIRVIDA FIRE, INC.	4,693.46
67569	1/03/2025	MARK TURPIN	97.93
67570	1/03/2025	NARTEC, INC.	352.88
67571	1/03/2025	ODP BUSINESS SOLUTIONS	240.02
67572	1/03/2025	PITNEY BOWES INC.	91.29
67573	1/03/2025	POLK COUNTY ECONOMIC DEVELOPMENT CORP	2,765.00
67574	1/03/2025	PRO-GREEN CLEANING & JANITORIAL	1,950.00
67575	1/03/2025	RATWIK, ROSZAK & MALONEY, P.A.	1,505.45
67576	1/03/2025	RYAN HALL	29.10
67577	1/03/2025	SF INSURANCE GROUP, LLC	2,343.00
67578	1/03/2025	SUNRISE REMODELERS	35,896.95
67579	1/03/2025	TANNER REBHAN	50.00

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#### GENERAL FUND CHECKING

#### ALL Checks

Check Nbr	Check Date	Payee	Amount
67580	1/03/2025	TEAMSTERS LOCAL 662	629.00
67581	1/03/2025	WE ENERGIES	3,601.70
67582	1/03/2025	WEST WISCONSIN INSPECTION AGENCY, LLC	5,019.60
67583	1/03/2025	WI PROFESSIONAL POLICE ASSOCIATION	91.40
67584	1/03/2025	WYATT YAGER	1,473.78
67585	1/09/2025	ALANA CLYMER	80.00
67586	1/09/2025	ANGELA MCCARTHY	20.00
67587	1/09/2025	AT&T MOBILITY	773.05
67588	1/09/2025	AXON ENTERPRISE, INC.	4,829.94
67589	1/09/2025	BEN MELIN	100.00
67590	1/09/2025	BILL CHANTELOIS V	180.00
67591	1/09/2025	BRAD LUTZ	180.00
67592	1/09/2025	BRIGHTSPEED	962.98
67593	1/09/2025	BRUCE GILLILAND	80.00
67594	1/09/2025	CHELSEA KRUSE	120.00
67595	1/09/2025	CULLIGAN OF RICE LAKE	31.00
67596	1/09/2025	DAMIAN OLSON	1,650.00
67597	1/09/2025	DAN LORENZ	120.00
67598	1/09/2025	DENNIS TOMFOHRDE	200.00
67599	1/09/2025	GALLS, LLC	56.99
67600	1/09/2025	GERALD VIEBROCK	80.00
67601	1/09/2025	HAWKINS INC	10.00
67602	1/09/2025	J & S GENERAL CONTRACTING	1,816.98
67603	1/09/2025	JOE GREENE	180.00
67604	1/09/2025	KIM O'CONNELL	220.00
67605	1/09/2025	KWIK TRIP	2,048.17
67606	1/09/2025	LAKELAND COMMUNICATIONS	715.68
67607	1/09/2025	MARGARET BADER	60.00
67608	1/09/2025	MARK & LAURA TURPIN	169.04
67609	1/09/2025	MAX WADDELL	60.00
67610	1/09/2025	MIKE SINE	200.00
67611	1/09/2025	MSA PROFESSIONAL SERVICES	1,250.00
67612	1/09/2025	MUNICIPAL PROPERTY INSURANCE COMPANY	42,974.00

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Check Nbr	Check Date	Payee	Amount
67613	1/09/2025	NIKKI SCHMIDT	24.34
67614	1/09/2025	NORTH CENTRAL LABORATORIES	221.38
67615	1/09/2025	OSCEOLA AREA AMBULANCE	42,390.00
67616	1/09/2025	OSCEOLA UTILITIES	4,100.45
67617	1/09/2025	PATRICK LEE JR	160.00
67618	1/09/2025	PERRY RICE	120.00
67619	1/09/2025	PETTY CASH-LIBRARY	13.91
67620	1/09/2025	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	186.54
67621	1/09/2025	POLK COUNTY ECONOMIC DEVELOPMENT CORP	2,765.00
67622	1/09/2025	PRO-GREEN CLEANING & JANITORIAL	1,950.00
67623	1/09/2025	REDLINE LAWN & LANDSCAPE	765.00
67624	1/09/2025	RICHARD JOHNSON	180.00
67625	1/09/2025	ROBERT BULLARD	200.00
67626	1/09/2025	SHORT ELLIOTT HENDRICKSON	2,750.00
67627	1/09/2025	THE BITWORKS INC.	5,759.04
67628	1/09/2025	THOMSON REUTERS - WEST	155.59
67629	1/09/2025	USA BLUEBOOK	673.50
67630	1/09/2025	VAN BURCH	160.00
67631	1/09/2025	WEST CENTRAL BIOSOLIDS COMMISSION	1,139.53
67632	1/09/2025	WISCONSIN RURAL WATER ASSOC.	505.00
EFTPS	12/11/2024	EFTPS	514.39
EFTPS	12/17/2024	EFTPS	11,682.31
EFTPS	12/31/2024	EFTPS	17,328.13
WRS-ETF	12/31/2024	WRS-EFT	22,334.02
COL LIFE	12/27/2024	COLONIAL LIFE	138.42
V12092401	12/09/2024	KENNY, RYAN	1,668.04
V12182401	12/18/2024	BACH, ANDREW	2,345.75
V12182402	12/18/2024	BATCHELOR, TANYA	1,442.90
V12182403	12/18/2024	CARUSO, RICHARD T.	1,981.59
V12182404	12/18/2024	CHAPMAN, HUNTER	368.81
V12182405	12/18/2024	FELDTMOSE, MARIE K.	616.99
V12182406	12/18/2024	GILLER, JENNIFER	1,560.10
V12182407	12/18/2024	HOVERMAN, RICHARD D.	522.15

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#### GENERAL FUND CHECKING

#### ALL Checks

Check Nbr	Check Date	Payee	Amount
V12182408	12/18/2024	JACOBS, MICHELLE	957.89
V12182409	12/18/2024	KENNY, RYAN	2,014.67
V12182410	12/18/2024	KRENTZ, CARIE	1,700.52
V12182411	12/18/2024	KRENTZ, KRISTOPHER	616.00
V12182412	12/18/2024	LEHMAN, JENNIFER T.	207.79
V12182413	12/18/2024	MALLIN, MICHAEL	2,016.46
V12182414	12/18/2024	MILLER, ANNE	1,275.24
V12182415	12/18/2024	PARO, CORA	761.92
V12182416	12/18/2024	REBHAN, TANNER	2,873.72
V12182417	12/18/2024	ROYTEK, JENNIFER L.	1,358.98
V12182418	12/18/2024	SCHILL, JUSTIN	1,661.80
V12182419	12/18/2024	SWANBERG, DEVIN	2,864.05
V12182420	12/18/2024	TRACY, DAWN	741.01
V12182421	12/18/2024	TRACY, RALPH E.	1,933.02
V12182422	12/18/2024	TREMBLAY, MATTHEW	2,039.05
V12182423	12/18/2024	WATERS, TODD	2,173.38
V12312401	12/31/2024	BACH, ANDREW	2,407.63
V12312402	12/31/2024	BATCHELOR, TANYA	1,556.45
V12312403	12/31/2024	BROTZLER, TRENT	218.89
V12312404	12/31/2024	BURCH, VAN A.	692.62
V12312405	12/31/2024	BURROWS, TIM	462.68
V12312406	12/31/2024	CARUSO, RICHARD T.	2,267.56
V12312407	12/31/2024	CHAPMAN, HUNTER	488.70
V12312408	12/31/2024	CONNORS, JOSHUA J.	2,545.17
V12312409	12/31/2024	CONNORS, JR., JAMES A.	355.55
V12312410	12/31/2024	CUTTS, JARED	498.69
V12312411	12/31/2024	CUTTS, JOEY R.	845.00
V12312412	12/31/2024	ELFSTROM, PAUL	2,620.89
V12312413	12/31/2024	FELDTMOSE, MARIE K.	714.04
V12312414	12/31/2024	FUGATE, CHRISTOPHER	46.17
V12312415	12/31/2024	GILLER, JENNIFER	1,529.21
V12312416	12/31/2024	HOVERMAN, RICHARD D.	474.86
V12312417	12/31/2024	HOVEY, MARSHA	692.62

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GENERAL FUND CHECKING ALL Checks

Check Nbr	Check Date	Payee	Amount
V12312418	12/31/2024	JACOBS, MICHELLE	828.88
V12312419	12/31/2024	KENNY, RYAN	2,565.88
V12312420	12/31/2024	KLINE, NEIL	692.62
V12312421	12/31/2024	KRENTZ, CARIE	1,771.89
V12312422	12/31/2024	LEHMAN, JENNIFER T.	166.23
V12312423	12/31/2024	LOESCHER, TIMOTHY	229.95
V12312424	12/31/2024	LUTZ, BRADLEY	1,847.00
V12312425	12/31/2024	MAHLER, SCOTT	103.44
V12312426	12/31/2024	MAKI, ARVID	692.62
V12312427	12/31/2024	MALLIN, MICHAEL	3,336.75
V12312428	12/31/2024	MARKEL, PAUL	1,339.07
V12312429	12/31/2024	MAXWELL, TYLER	147.76
V12312430	12/31/2024	McKENZIE, CRAIG	729.56
V12312431	12/31/2024	MEYER, BRETT	221.64
V12312432	12/31/2024	MILLER, ANNE	1,278.08
V12312433	12/31/2024	MORTENSON, ADAM	132.98
V12312434	12/31/2024	OLCHEFSKE, TANNER	3,231.32
V12312435	12/31/2024	PARENT, RICHARD	305.68
V12312436	12/31/2024	PARO, CORA	761.92
V12312437	12/31/2024	PAULSON, KYLE	212.40
V12312438	12/31/2024	PEDRYS, RONALD	692.62
V12312439	12/31/2024	PORTER, JEREMY G.	496.84
V12312440	12/31/2024	QUIST, ROBERT	55.41
V12312441	12/31/2024	REBHAN, TANNER	2,784.47
V12312442	12/31/2024	ROYTEK, JENNIFER L.	1,399.08
V12312443	12/31/2024	SCHILL, JUSTIN	2,571.25
V12312444	12/31/2024	SINE, MICHAEL	611.17
V12312445	12/31/2024	SNYDER, BRIAN	66.50
V12312446	12/31/2024	STANTON, JEFFREY T	27.70
V12312447	12/31/2024	STARK, DONALD	579.49
V12312448	12/31/2024	STROBACH, DANIEL P.	133.91
V12312449	12/31/2024	SWANBERG, DEVIN	2,936.45
V12312450	12/31/2024	TRACY, DAWN	622.18

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GENERAL FUND CHECKING ALL Checks

Check Nbr	Check Date	Payee		Amount
V12312451	12/31/2024	TRACY, RALPH E.		2,203.88
V12312452	12/31/2024	TREMBLAY, MATTHEW		2,546.32
V12312453	12/31/2024	WATERS, TODD		2,118.35
V12312454	12/31/2024	WISTROM, DAVID		66.50
GREAT WEST	12/18/2024	GREAT WEST		1,080.44
GREAT WEST	12/31/2024	GREAT WEST		1,087.65
STMT120624	12/17/2024	BP		46.18
CENTRALSTATE	12/24/2024	CENTRAL STATES H&W FUND		19,292.00
HEALTHPARTNR	12/18/2024	HEALTH PARTNERS INSURANCE		2,169.32
			Grand Total	1,007,186.96

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GENERAL FUND CHECKING ALL Checks

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	321,473.13
Total Expenditure from Fund # 240 - LIBRARY FUND	31,350.90
Total Expenditure from Fund # 250 - AIRPORT	4,088.72
Total Expenditure from Fund # 265 - BUSINESS IMPROVEMENT DISTRICT	1,473.78
Total Expenditure from Fund # 275 - OSCEOLA MUNICIPAL COURT	8,287.43
Total Expenditure from Fund # 300 - DEBT SERVICE FUND	111,450.00
Total Expenditure from Fund # 400 - GENERAL CAPITAL FUND	445,330.49
Total Expenditure from Fund # 460 - TIF #4 FUND	4,959.48
Total Expenditure from Fund # 610 - WATER UTILITY	49,941.43
Total Expenditure from Fund # 620 - SEWER UTILITY	28,831.60
Total Expenditure from all Funds	1,007,186.96

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

	12/31/2024				
Account Number	Village of Osceola	2024 Actuals @	2024 Budget	Variance (Over)/Under	Percentage
Account Number		12/31/2024		Budget	
	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	Ó	100%
100-00-43534-000-000	LRIP Grant	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%
			1,1.00	(1,100)	
100 00 11100 000 000	Public Charges for Service		255	10.00	
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%
100.00.10165.555.55	Other - COPS Grant	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		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		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

	12/31/2027				
	Village of Osceola	2024 Actuals @	2024 Budget	Variance (Over)/Under	Percentage
Account Number		12/31/2024		Budget	
	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		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
100 00 10000 000 000	Misc. General Revenue	484,146	80,500	59,276	J
	Other Financing Sources	404,140	00,000	00,210	
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	123,041	(123,041)	0%
100-00-49020-000-000	Transier in - Sewer i unu			0	0 70
	Borrow for Maintenance Items		165,655		
		0		(128,041)	
	Subtotal Other Financing Sources	0	293,696	(128,041)	
	TOTAL DEVENUE	4 207 000	2 272 200	(4.242.007)	EE0/
	TOTAL REVENUE	1,307,998	2,372,380	(1,243,097)	55%
	GENERAL FUND EXPENSES -SUMMARY	2.4.422		(0====0)	
	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		98%
	Economic Development	18,592	16,573		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		50%
100-00-51510-215-000	Auditor	13,596	20,000		68%
100-00-51530-215-000	Assessor	13,200	13,200	. , ,	
100-00-51530-390-000	Assessor Manufacturing	2,052	2,400		85%
113 00 0.000 000 000	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)	
	REVENUE OVER (UNDER) EXPENSES	(000,712)	(120,027)	(1,300,144)	

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

	12/31/2024				
		2024	2024	Variance	
	Village of Osceola	Actuals @	Budget	(Over)/Under	Percentage
Account Number		12/31/2024		Budget	
	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			



# Memo

To: President Lutz and Village Board Members

From: Rick Caruso, Utilities Coordinator

CC: Carie Krentz

Date: January 14, 2024

Re: Utility Department January Board Update

#### Water Utility:

- Water produced in December totaled 4.757 million gallons.
- T- Mobile has completed their punch list related to the antenna upgrade on the bluff tower, we are awaiting final inspection and approvals from our tower engineers.
- 4<sup>Th</sup> quarter reading and billing has been completed. Operators are continuing to assist customers with additional readings to determine if high customer usage is due to leaks within their pluming systems.
- After months of negotiations, we have come to an agreement with Verizon regarding the lease for the antennas
  on the high zone tower. The current lease term is set to expire July 31<sup>st</sup>, 2025, with an extension set to be
  considered by the Board as presented in the packet.

#### Sewer Utility:

- Wastewater treated in December totaled 7.766 million gallons.
- A grinder pump at the River Street lift station has been replaced due to normal wear on the cutting assembly. As
  the pump wears, operators note greater runtimes on the pump indicating worn components. This was replaced
  prior to complete failure, with the old pump being retained as a spare. In the case of these smaller pumps,
  replacement of the components often exceeds 50% or more of the cost of a new pump, therefore the pump is
  replaced.
- A mechanical seal on the WWTP Return Activated Sludge (RAS) pump failed causing the pump to be removed and transported to Reliance Electric in Hudson for repair. Upon removal, it was noted that the pump impeller was significantly worn. Due to the nature of the activated sludge process, this wear is not considered abnormal, however we are working with pump manufactures and others to find a coating to be used as a sacrificial wear layer to hopefully gain more years of service from the impeller. Due to the costly nature of these pumps, we are working on repair and replacement options for the impeller if available.
- A control failure caused operators to need to bypass SCADA controls and run a variable frequency drive manually to ensure WWTP operation. The failure of the control circuit was diagnosed and repaired by operators.



# Memo

To: Wilberg Memorial Library Board of Trustees

From: Anne Miller, Library Director

CC: Village Board of Osceola

Date: January 2025

#### DIRECTOR/ADMINISTRATION

As the end of my first full year as Library Director came around, I want to thank the Library Board for the opportunity to lead our community's library, the Village Board for their support of the library during 2024, the library staff for always having a smile for our patrons, and the Village Staff for all of the help and support you have given me and the library in 2024. It truly takes a village to continue to provide the best library services, and we live in an amazing community that supports our library.

#### **MATERIALS CIRCULATION**

December 2024, Total Items Circulated: 4095 Public Computer Uses for December 2024: 86 eBook Checkouts for December 2024: 1347

New Patrons in December 2024: 19

#### **COLLECTIONS**

In December we added 174 new items to our shelves, including many that are now on the 100 Classic Picture Books shelf.

Donations of items to the library help us to add new items to our shelves and replace worn out items, and our community has always been generous in donating materials to the library, and 2024 was no different. We added 292 donated items to our shelves that were valued at just over \$4800.

#### **EVENTS & ACTIVITIES**

Regular programs that the library hosted in December included Storytime, LEGO Club, Get Lit Book Club WMPL Book Discussion, and Lunch with a Librarian. I visited both Millside and Evergreen Apartments with items for residents to checkout.



#### **FACILITIES & STAFF**

At the beginning of December, I discovered our door counter had disappeared. It is not an expensive counter, but it is important to have accurate door counts, as the library needs to report on the number of library visits in our annual report to the state. While I purchased a new counter, it is not accurately counting the people coming into the library, so I am exploring fixes for the counter.

Our window blinds were installed on December 23. We are excited to have the ability to control the amount of light coming into the library during the day and having uniform window coverings throughout the library.

#### **UPCOMING EVENTS**

January 14, 21 & 28 - Storytime January 16 - LEGO Club

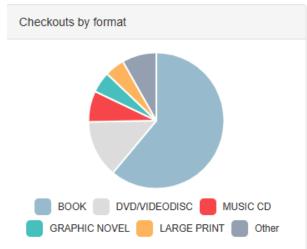
January 20 – Lunch with a Librarian

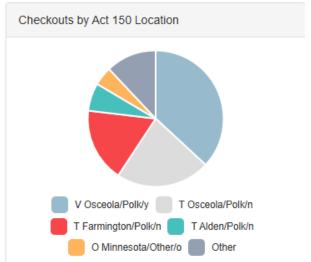
January 22 – WMPL Book Discussion January 23 – Chess Club

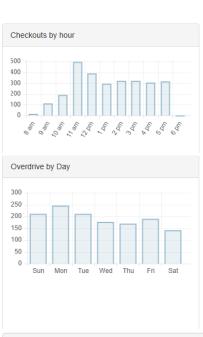
#### Osceola Circulation Statistics December 2024

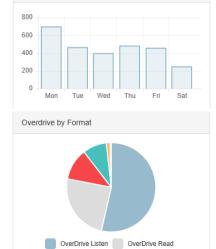






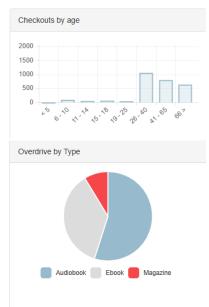




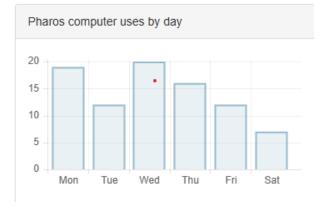


Kindle Book OverDrive Magazine
Pending (Audiobook) Other

Checkouts by day









#### OSCEOLA FIRE AND RESCUE

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

To: President Lutz and Village Board Members

From: Osceola Fire & Rescue

CC: Carie Krentz

Date: January 14, 2025

**Re:** Fire & Rescue Monthly Report

#### **RUNS**

- 14 Runs total
  - o 8 Village of Osceola
  - o 4 Town of Farmington
  - o 1 Mutual Aid Allied Dresser
  - o 1 Mutual Aid Allied Alden
  - o Run breakdown
    - 1 Structure Fire
    - 1 Electrical Fire
    - 1 Brush Fire
    - 6 Medical/Lift Assist
    - 5 Alarm

#### **UPDATES IN BOLD**

- Training/meeting for December consisted of outstanding training and review of SOG's.
- Upcoming meeting/training for January will be airboat training on the ice/snow.
- Preparations in process for 12<sup>th</sup> annual Firefighters Ball.
- Tender 1489 is getting dump chute and valve repairs done due to corrosion.



## OSCEOLA POLICE DEPARTMENT

310 Chieftain Street
P.O. Box 217
Osceola, WI 54020
715-294-3628 Fave 715-204

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: January 7th, 2025

Re: Village Board Police Report for December 2024

In December of 2024 Osceola PD Officers generated **299** calls for service and compiled **52** incident and traffic crash reports. Osceola PD Officers made **4** arrests and **3** criminal referrals. Osceola PD Officers initiated **43** traffic stops and issued **16** municipal citations.

- Officer Tremblay attended an advanced interdiction training, enhancing his capabilities while on patrol in removing dangerous drugs from the community.
- Officer Rebhan completed his Taser instructor certification which allows him to put on in-house training to keep our officers certified with our Taser 7 electronic control devices.
- Osceola PD responded to a disturbance within the village where one of the parties allegedly brandished a firearm and fled. Osceola PD worked with surrounding agencies and utilized the Flock network to ultimately apprehend the suspect.
- Osceola PD participated in the Shop with a Hero event at the St. Croix Falls Walmart on December 12<sup>th</sup>, giving us the opportunity to meet with local kids and help them shop for Christmas gifts.
- The *Stuff the Squad* event was a success this year and the department was able to collect over 900lbs of non-perishable items for the Open Cupboard.
- Due to an upcoming training, Coffee with a Cop will be held at Caribou Coffee once this month on January 24<sup>th</sup> from 8:30am to 10:00am.

Respectfully Submitted,

Chief Andrew Bach



# Memo

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

From: Todd Waters (Public Works Coordinator)

**CC:** Carie Krentz

**Date:** January 14, 2024

Re: DPW December Board Update

#### Streets:

- Hauling of pure salt to mix with sand was completed in December. A total of 56 tons of material was combined and made ready to be dispersed to streets during inclement weather.
- Street light repairs were conducted in December. DPW replaced multiple corroded fuse holders in light bases to provide power to upper portions of the lights.
- Worked with engineering firm to get street maintenance repair quotes ready to go out in January.
- Solidified negotiations with ABM and the Ravo sweeper purchase. We are awaiting 1 part to arrive before the company comes on site, make requested repairs, and payment and acceptance of the Ravo sweeper is completed by the Village of Osceola.
- There was a considerable amount of clean-up and removal of deer within the Village of Osceola.
- Tree trimming in right-of-way's continued and the maintenance will continue through the winter.

#### Parks:

- Public Works successfully built a skateable ice rink before the holidays.
- Continued work on the bluff park removing down trees and debris.

#### **Building Maintenance:**

- Municipal building dispensers were completely gone through to ensure they are working properly.
- An inventory of cleaning and paper supplies was conducted for all public buildings.
- Fixed all fire inspection discrepancies.



# Memo

To: Village Board

From: Devin Swanberg Village Administrator

CC: Staff

Date: January 9, 2025

Re: Building Permits

#### **Total Value and Fees**

0

2024:

o Total Permit Value: \$11,698,977.14

Total Permits Issued: 80

2023:

o Total Permit Value: \$6,547,732.46

Total Permits Issued: 85

#### **Permit Distribution**

- 2024 Highlights:
  - Significant projects include several new homes, new commercial buildings, and substantial alterations.
  - Categories with the most permits: Alteration (23), New Homes (12), Re-roof (10).
- 2023 Highlights:
  - o More permits overall, but fewer high-value projects compared to 2024.
  - o Categories with the most permits: Fence (12), Deck (9), Alterations (19).

#### **Observations**

- 1. The total permit value in 2024 increased by **78.7%**, indicating a surge in high-value projects, especially in new homes and commercial construction.
- 2. Total fees collected in 2024 increased by **26.5%**, reflecting the higher permit values despite fewer permits issued.
- 3. Permit categories for 2024 focused more on large-scale projects like new homes and commercial buildings, whereas 2023 had a broader range of smaller projects like fences, decks, and siding.

# **Municipality Permits Report**

12/1/2024 to 12/31/2024

VILLAGE OF OSCEOLATotal ValueTotal FeesTotal FinesVOS24-79165-00593-0200\$75,000.00\$150.00MARK MONTGOMERY OSCEOLA OIL INC

298 ZINDAUS ST TEAR DOWN OF ALL BUILDINGS

**Permit Distribution** 

Raze=1

<b>Totals</b>	<b>Total Permits</b>	1 Total Value	\$75,000.00	
Admin	\$25.00	Impact	Plan Review	
Inspection	\$125.00 <b>State P</b>	ermit Seal	<b>House Number</b>	
Fines		Other		
			Total Fees	\$150.00

# **Municipality Permits Report**

1/1/2024 to 12/31/2024

VOS24-77 165-00581-0000 \$25,000.00 \$858.63

MONTE GOURLEY

175 DEPOT RD ADDITION

VOS24-78 165-00814-0000 \$13,722.00 \$90.00

DBA AMERICAN EAGLE HOME IMPROVEMENT | FIRST CHOICE IMPROVEMENTS LLC | 022200144 Mergen

408 DELMAR AVE RE-ROOF

VOS24-79 165-00593-0200 \$75,000.00 \$150.00

MARK MONTGOMERY OSCEOLA OIL INC

298 ZINDAUS ST TEAR DOWN OF ALL BUILDINGS

# Permit Distribution

Electrical=7
Alteration=23
Acc. Building=2
HVAC=2
New Home=12
New Commercial=3
Re-roof=10
Fence=6
Other=6
Deck=2
Siding=3

Move=4 Shed=2 Raze=2 Addition=1

Totals	Total Perm	nits 80 Total V	alue	\$11,698,977.14	
Admin	\$5,107.28	Impact		<b>Plan Review</b>	\$1,474.47
Inspection	\$40,707.00 <b>St</b>	ate Permit Seal	\$420.00	<b>House Number</b>	
Fines		Other			
				Total Fees	\$47,708.75



# Memo

To: Village Board

From: Devin Swanberg Village Administrator

CC: Staff

Date: January 9, 2025

Re: Admin Report – Year End Update

#### 2024 Year in Review

2024 was a remarkable year for the Village of Osceola. The staff and the board completed numerous projects, laying a solid foundation for the village's future success. Village staff delivered excellent customer service and maintained a high standard of service delivery. They demonstrated initiative and dedication in enhancing their departments, administration, and the village as a whole. While the Osceola Bluffs project remains unresolved, many significant accomplishments highlighted the year.

#### **Financial Progress**

We continue to improve our financial standing annually. This year, the general fund balance is expected to increase again, and our debt continues to decrease steadily. These achievements have improved our bond rating, allowing us to secure lower interest rates for future borrowing. The board and staff, with assistance from MSA, approved a new Capital Improvement Plan (CIP) to guide vehicle replacement and capital equipment planning for the village. Staff also worked on enhancements to the procurement policy and created a fee schedule that simplifies yearly fee adjustments without requiring ordinance updates.

#### **Development Highlights**

Development remains strong in Osceola. In 2024:

- Xcel built a new service center.
- LE Wurzer constructed a 12-plex and has approved plans for six additional units in 2025-26.
- The Planning Commission and Village Board approved a concept plan for a 140-unit development by Pinnacle Development, which will feature diverse housing densities.
- The Caleb See project, consisting of four 4-plexes, is set to begin in 2025.

The Planning Commission collaborated with MSA and staff on new Comprehensive and Recreation and Park Plans, offering guidance on growth and areas needing attention. The community provided valuable feedback throughout the process.

#### **New Policies and Fees**

The Village Board approved new impact fees, which staff had been diligently working on for years. These fees will shift some of the development costs from the current tax base to the developers.

#### **TID #4 Creation**

The creation of Tax Increment District (TID) #4 will support development in the southern part of the village, enabling utility extensions, road projects, and recreation initiatives.

#### **Grant and Park Enhancements**

The village secured a \$710,000 stewardship grant from the DNR, a 1:1 match for the Cascade Falls project, scheduled to begin in 2025. This project will transform the area into a crown jewel park and programmable downtown space.

The completion of the skate park and a new parking lot for Oakey Park were also significant achievements. These projects represent years of fundraising and collaboration, particularly with the skateboard group, whose hard work was integral to their success.

#### **Infrastructure Improvements**

- Simmons Drive was completed with the help of an LRIP grant received in 2019. Staff negotiated a not-to-exceed amount with the Town of Osceola.
- Creative funding solutions and infrastructure improvements remain a priority.

#### **Utilities and Facilities**

The utilities department has seen continued growth in its fund balance, enabling the implementation of vehicle rotation schedules and more preventative maintenance. The wastewater plant initiated its facility management plan and is working on two Verizon leases to enhance community coverage.

#### **Public Safety**

Promoting Chief Bach from within for the Police Chief position has proven to be a great decision. Chief Bach has excelled in his role, demonstrating that the Osceola Police Department effectively trains its officers.

#### **Gratitude to Staff**

We extend our heartfelt gratitude to the Village of Osceola staff for their dedication, hard work, and commitment throughout the year. Their efforts have been instrumental in achieving our goals and improving the community. The accomplishments of 2024 are a testament to their professionalism and unwavering support for the village.

#### **Looking Ahead**

Staff and the board have achieved an impressive array of accomplishments this past year, and this summary likely does not capture them all. However, it reflects the pride and optimism we share as we move into 2025 with confidence and a commitment to continued progress.

I will be out of the office from December 23 and will return on January 2nd . I will have my work phone and computer on me next week so if there is an issue that needs immediate attention let me know. I am also only 15 minutes away if I need to come in.

#### Osceola Chamber/Main Street Update for December

We'd like to thank the volunteers and organizers for Light-Up Osceola in Mill Pond Park in December 7pm. It was great seeing all the smiling faces and families gathering Downtown for this holiday tradition.

2025 will also see a new direction for the Osceola Chamber/Main Street organization—one that honors our legacy while setting a bold vision for the future. Explore Osceola is our new initiative that unites economic development, tourism, and community revitalization with one mission: to make Osceola a beacon of opportunity and community.

An email recently went out to our email list and it is attached to this report. That starts to explain what Explore Osceola will be. We will be rolling out more information soon about what Explore Osceola is about. I also plan to hold some open houses throughout the community seeking feedback about what types of initiatives, events, beautification efforts they are proud of and they'd like to see.

At the heart of Explore Osceola will be community collaboration. We believe that growth and community spirit go hand in hand, and this transition will allow us to work together to build a vibrant, welcoming, and prosperous Osceola for all.

In addition I hope to work with the Historic Preservation Commission on public art for the Downtown. I have shared resources from the Main Street program with them to help guide the conversation.

#### **BID UPDATE**

The BID paid to have lights added to light poles on 1st and 2nd street as part of their continued efforts in beautification of the Downtown area during the holiday season. The hope is to continue to expand next winter by including 3rd and eventually Chieftain street as well.

Respectfully submitted,

Wyatt Yager

Main Street Director



### Exciting Changes for Osceola: Introducing Explore Osceola!



#### A New Direction

Osceola is on the move, and we couldn't be more excited! Imagine a future where our town is not just a charming place to call home but a destination that visitors can't stop talking about. Picture a vibrant Downtown, thriving local businesses, and a bustling community that celebrates everything that makes Osceola special. Now, get ready to make that vision a reality with Explore Osceola, our bold new initiative designed to take our community to the next level.

#### Hello Jessi,

Happy New Year! I'm thrilled to share a new direction for the Osceola Chamber/Main Street organization—one that honors our legacy while setting a bold vision for the future. **Explore Osceola** is our new initiative that unites economic development, tourism, and community revitalization with one mission: to make Osceola a beacon of opportunity and community.

At the heart of Explore Osceola is **community collaboration**. We believe that growth and community spirit go hand in hand, and this transition will allow us to work together to build a vibrant, welcoming, and prosperous Osceola for all.

Our work is guided by three core pillars:

**Economic Development** – We are dedicated to sustainable growth by supporting local businesses, attracting new investments, and fostering innovation. Together, we can create a thriving economy that provides opportunities for everyone.

**Tourism** – We aim to showcase Osceola's unique attractions and natural beauty, inviting visitors from near and far. By enhancing our tourism efforts, we'll bring 61 of 95 greater visibility to our town, strengthening our local economy and community pride.

**Main Street** – Main Street remains a central hub for community life. By focusing on revitalization, we're ensuring downtown Osceola remains a lively, welcoming space that encourages community engagement and economic activity.

Explore Osceola is more than an organization—**it's a partnership for everyone**. We're excited to celebrate the incredible offerings of Osceola for both residents and visitors alike, positioning Osceola as a gateway to a future of boundless potential. If you have a business here, you're already part of this journey with us.

#### **Download Application**

We're also looking for passionate individuals to join us as members of the Explore Osceola Board of Directors. This is a unique opportunity to help shape the future of Osceola, share your voice, and make a meaningful impact. If you're interested in becoming part of this exciting initiative, we encourage you to apply!

Additionally, as a 501(c)(3) non-profit, Explore Osceola will no longer rely on membership dues. Instead, we're inviting sponsors and accepting contributions from anyone who believes in all the things that make Osceola great - just like us! Your support will help us grow, create unforgettable experiences, and build a thriving community together.

If you have questions or would like to get involved, please reach out. We look forward to your feedback and support as we embark on this exciting transformation together. Let's create a lasting legacy of growth, unity, and pride for Osceola.

Warm regards, Wyatt Yager

Executive Director Explore Osceola





#### Village of Osceola, Wi

#### **CLIENT LIAISON:**

Drew Lindh, PE

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

#### DATE:

January 14th, 2024



Historic Cascade Falls

#### **ASSISTANCE TO FIREFIGHTERS GRANTS (AFG) 2024**

MSA re-applied for the vehicle acquisition Tender on December 12, 2024. The grant amount is \$551,250, with the Village contributing \$26,250 and the federal match being \$525,000. If awarded, the Village will use CIP project number E 021, which has \$30,000 allocated, to cover the Village's match. Awards are anticipated to be released in the fall of 2025.

Thank you to the Osceola Fire Department for your support and time in reviewing the application.

#### CASCADE DESIGN PHASE 1 UPDATE

After the kick-off meeting held on November 20th, it was decided to resize/remove the upper overlook and to a 6-ft wide entrance.

#### **Board Discussion Items:**

- Adding a water service for a drinking fountain and lawn irrigation system.
- Adding a paved walkway from PY's to the 2nd Avenue parking lot. This is not included in the current design and has been decided not to include it in the project.
- The preliminary design aims to follow the kick-off notes from that meeting. The preliminary design and cost estimate are attached to this project update.

Following board approval, a public involvement meeting has been requested to seek input and comments.

#### **Board Action:**

1. Decide whether to move forward with the public involvement meeting with the preliminary design.



#### **GEOTECHNICAL SERVICE RESPONSE**

MSA issued a Request for Proposal to three geotechnical companies: Intertek PSI, American Engineering and Testing (AET), and Chosen Valley Testing, Inc., to conduct one core sample at Gristmill Park. AET requested an extended timeline and ultimately chose not to submit a proposal. The two remaining companies that submitted proposals offer comparable pricing and meet all requirements to complete the work. These proposals are available for review.

Based on their proven expertise, detailed proposal, competitive pricing, and strong commitment to safety and communication, it is recommended that the Village select Chosen Valley Testing, Inc. to perform the geotechnical work.

#### **Board Action:**

- 1. Decide whether to move forward with a geotechnical firm to conduct the sampling.
  - Note: The Village will contract directly with the geotechnical firm per the terms in the design contract.





POLK COUNTY, WI

## **ENGINEER'S ESTIMATE OF PROBABLE COSTS**

Cascade Falls Park
Phase 1
Village of Osceola, WI

DATE: 1/7/2025 *ESTIMATE YEAR:* **2025** *MSA PROJECT #: 00523021 CONSTRUCTION YEAR:* **2025** 

	WISA TROJECT #. 00325021						
ITEM NO.	<u>DESCRIPTION</u>	QUANTITY	<u>UNIT</u>	<u>UN</u>	IT PRICE		TOTAL PRICE
1	Mobilization, Bonds and Insurance	1	LS	\$	90,000	\$	90,000
2	Traffic Control & Protection	1	LS	\$	12,000	\$	12,000
3	Erosion and Sedimentation Control	1	LS	\$	18,000	\$	18,000
4	Maintenance of Existing Conditions	1	LS	\$	36,000	\$	36,000
5	Demolition of Stairs	1	LS	\$	24,000	\$	24,000
6	Removals	1	LS	\$	18,000	\$	18,000
7	Clearing and Grubbing	1	LS	\$	30,000	\$	30,000
8	Stairway, Landings, and Overlook	1	LS	\$	505,000	\$	505,000
9	Colored Concrete w/ 6-inch Base	70	SY	\$	150	\$	10,500
10	Standard Concrete w/ 6-inch Base	160	SY	\$	120	\$	19,200
11	Segmental Retaining Wall	450	VSF	\$	100	\$	45,000
12	Concrete Steps	30	SF	\$	175	\$	5,250
13	Concrete abutment	1	LS	\$	8,500	\$	8,500
14	Curb Ramp	1	LS	\$	4,000	\$	4,000
15	Handrail	300	LF	\$	125	\$	37,500
15	Fence	210	LF	\$	120	\$	25,200
16	Signage	2	EA	\$	2,400	\$	4,800
17	Site Lighting and Electrical Service	1	LS	\$	20,000	\$	20,000
18	Granular Fill	95	CY	\$	30	\$	2,805
19	Drinking Fountain	1	LS	\$	30,000	\$	30,000
20	Site Irrigation	1	LS	\$	25,000	\$	25,000
21	Carnival Bench	4	EA	\$	2,000	\$	8,000
22	Carnival Table	2	EA	\$	6,000	\$	12,000
23	Canival Trash Can	1	EA	\$	2,400	\$	2,400
24	Bat Nesting Condo (2x2 Bat House)	1	EA	\$	3,845	\$	3,845
25	Landscaping	1	LS	\$	10,000	\$	10,000
26	Compacted Limestone Screenings	1100	SF	\$	4	\$	4,400
ESTIMATED CONSTRUCTION SUBTOTAL					\$	1,011,400	
ESTIMATED CONSTRUCTION COST ( 2025 ) \$					1,011,400		
Design Engineering (contracted) \$					128,000		
Construction and Grant Administration (contracted) \$					78,000		
	TOTAL ESTIMATED PROJECT COST: \$ 1,217,400						

#### Disclaimers & Assumptions



<sup>1</sup> This estimate of probable cost is approximate. Actual construction bids may vary significantly from this estimate due to timing of bids, construction schedule restraints, labor rate increases, material increases, or other factors beyond the control of the estimator.





December 20, 2024

#### Village of Osceola

310 Chieftain Street Osceola, WI 54020

Attn: Mr. Devin Swanberg

Re: Proposal for Geotechnical Engineering Services

**Proposed Cascade Falls Improvement Project** 

Osceola, Wisconsin PSI Proposal No. 441529

#### Dear Mr. Swanberg:

Professional Service Industries, Inc. (PSI), is pleased to submit our proposal to conduct a geotechnical exploration for the above-referenced project. PSI thanks you for the opportunity to propose these services. A review of project information, along with a proposed scope of services and fee are provided herein.

#### PROJECT UNDERSTANDING

Based on information provided, a summary of our understanding of the proposed project is provided below in the following Project Description table.

#### TABLE 1: PROJECT DESCRIPTION AND PROPOSAL BASIS

Project Items	The proposed project includes the construction of an aluminum stairway that will begin in Gristmill Park and extend to the northeast and then to the west, to an existing pedestrian trail. The stairway will span a valley located along the east side of the Cascade Falls/Osceola Creek. New sidewalks and exterior slabs will also be constructed as part of the project.		
Design Details	The stairway foundation in Gristmill Park is planned to consist of either drilled piers or driven piles. No other details, including planned elevations or structural loading, were provided. It should be noted that other portions of the planned stairway are not accessible to drilling equipment, and therefore, are not within PSI's project scope.		

The following table provides a generalized description of the existing site conditions based on available information.

**TABLE 2: SITE DESCRIPTION** 

	TABLE 2. SITE DESCRIPTION
Site Location	Gristmill Park is located at 99 N Cascade Street, in Osceola,
	Wisconsin.
Existing Site Description	The site appears to be covered in grass and weeds, and a concrete
	sidewalk.
Existing Grade/Elevation Changes	Not provided.
Ground Surface Soil Support	Accessible with standard drilling equipment.
Capability for Operational Stability	
and Site Access	

Should the above information or assumptions be inconsistent with planned construction, the Client must contact the PSI office and allow necessary modifications to be made to the proposal.

#### **SCOPE OF SERVICES**

The geotechnical engineering scope of services will include the items listed below. A settlement evaluation, and any associated field and laboratory testing, were not requested and are not included herein.

- Field exploration consisting of drilling and sampling of the subsurface materials and observation of current groundwater levels at the site.
- Limited laboratory testing of the subsurface materials.
- Performing an engineering evaluation and providing geotechnical recommendations in written report format.

#### **Field Exploration**

As requested, one (1) soil boring to a depth of about 50 feet below ground surface will be performed for this project.

- The boring will be located in the field using conventional taping procedures referencing existing site features. This locating method is estimated to be accurate to within several feet. It is understood that a representative of the client will survey the boring location and provide the boring elevation to PSI, subsequent to the completion of our fieldwork.
- During the field activities, the subsurface conditions will be observed and logged by the crew.
- The final depth of the boring may be extended or reduced depending on the subsurface materials encountered during field activities.
- PSI will exercise reasonable caution to avoid damage to underground utilities by contacting Digger's Hotline prior to the field activities. However, private utility locations are often unknown by public utility companies and by the utility owners. Therefore, PSI will not be responsible for damage to the site or any buried utilities that are not made known to us. The client must retain a private utility locating contractor to mark any private lines that are present in the area of the planned exploration within a few days prior to our mobilization. If desired, PSI can perform such a service for an additional fee. The cost of private utility locating is not included in PSI's proposal.
- Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. The field crew will attempt to limit such damage, but no restoration other than backfilling the boring is included in this proposal. Excess auger cuttings will be thin spread in an appropriate area of the site.

**TABLE 3: ANTICIPATED FIELD EXPLORATION DESCRIPTION** 

Drilling Equipment	Truck-Mounted Drilling Equipment		
Drilling Equipment	Truck Mounted Drining Equipment		
Drilling Method	Hollow-Stem Auger		
Field Testing	Hand Penetrometer and Standard Penetration Testing (ASTM D1586)		
Sampling Procedure	Soils: ASTM D1587/1586 Rock: ASTM D2113		
Sampling Frequency	Sampling at 2.5-foot intervals to a depth of about 30 feet, and 5-foot intervals thereafter		

Frequency of Groundwater Level	During auger advancement and upon removal		
Measurements			
Boring Backfill Procedures	Bentonite chips or auger cuttings, as appropriate based on depth		
Sample Preservation and	General Accordance with ASTM D4220		
Transportation Procedure			

The field exploration program will be performed in general accordance with the designated ASTM procedures considering local and regional standard of care practices.

#### **Laboratory Testing**

Representative soil samples obtained during the field exploration program will be transported to the PSI laboratory for testing. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions observed during the field exploration program. The laboratory program will be performed in general accordance with the applicable ASTM procedures considering local and regional standard of care practices. The laboratory program may include the following tests.

Laboratory TestApplicable ASTM ProceduresVisual ClassificationASTM D2488Moisture ContentASTM D2216Atterberg LimitsASTM D4318Material Finer than No. 200 SieveASTM D1140Unconfined Compression StrengthASTM D2166

**TABLE 4: LABORATORY TESTING GENERAL PROCEDURES** 

Portions of any samples that are not altered or consumed by laboratory testing will be retained for 30 days after the issuance of the geotechnical report and will then be discarded.

#### **Engineering Evaluation and Report**

The results of the field exploration and laboratory testing will be used in the engineering evaluation and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written geotechnical report. The geotechnical engineering scope of services will include the items below. It should be noted that a settlement evaluation, and any necessary related field and laboratory testing, has not been requested and is not included.

- Log of the test boring including soil layers classified in accordance with Unified Soil Classification System (USCS).
- Evaluation of soil and groundwater conditions within the depth of the boring.
- Provide recommendations for drilled piers and driven piles, and pier/pile capacities.
- Guidelines for subgrade preparation for the foundations and exterior concrete, and for the selection and placement of structural fill in these areas.
- Provide general parameters for concrete slab and pavement design.
- Construction considerations relating to foundation and subgrade preparation, site drainage and Seismic design site classification in general accordance with 1613.2.5.2 of the International Building Code-2018 (which directs to the simplified design procedure outlined in ASCE 7 – Minimum Design Loads and Associated Criteria for Buildings and Other Structures).

#### **PROPOSED FEE**

PSI proposes that the fee for performance of the scope of services be charged on a lump sum basis. Based on the scope of services outlined above, the fee for the geotechnical services is estimated to be on the order of \$4,750.00.

The estimated fee is based on the boring location being accessible to our drilling equipment and the client obtaining and providing permission for PSI to enter and access the site. It should be noted that fees associated with reviewing construction drawings, obtaining permits, preparing construction specifications, attending special conferences, providing environmental consulting, and any other work requested after submittal of the report is not included in the proposed fee.

#### **AUTHORIZATION**

PSI will proceed with the work based on written authorization. The work will be performed pursuant to the attached General Conditions, enclosed and incorporated into this proposal.

Please sign and return one copy of this proposal. By executing this authorization, permission is being provided for PSI to access the project site.

#### **CLOSING**

We appreciate the opportunity to offer professional services for this project and look forward to being part of the design team. If there are any questions, please feel free to contact us at your convenience.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Jeffrey A. Manninen

**Branch Manager** 

James M. Becco, P.E. Principal Consultant

Attachments: Proposal Authorization and Payment Instructions

**General Conditions** 

# **Proposal Authorization & Payment Instructions**

Authorization			
	•	•	uthorization information below, along of the authorized proposal to the PSI
Authorized By (please print)		Signature	
Title		Firm	
Address			
City	State	Zip Code	Telephone
Email Address	Date	Purchase Ord	der No. / Project Tracking No. (if applicable)
Payment Instructions			
If invoice payment is to be methe following information for			ithorizing party above, please provide lled:
Firm		Attention	
Address		Title	
City	State	Zip Code	Telephone
Authorizing Party's Relationship t	o Invoice Payment P	arty	
If invoices are to be approve information for whom the in-			ty above, please provide the following oval:
Firm		Attention	
Address		Title	
City	State	Zip Code	Telephone
Authorizing Party's Relationship t	o Invoice Approval P	arty	

#### **GENERAL CONDITIONS**

- 1. PARTIES AND SCOPE OF WORK: Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
- 2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
- 3. PREVAILING WAGES: This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
- 4. **SCHEDULING OF WORK**: The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
- 5. ACCESS TO SITE: Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
- 6. CLIENT'S DUTY TO NOTIFY ENGINEER: Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
- 7. RESPONSIBILITY: PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
- 8. SAMPLE DISPOSAL: Test specimens will be disposed of immediately upon completion of the test. All drilling samples will be disposed of thirty (30) days after submission of PSI's report.
- 9. PAYMENT: The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

- 11. **INDEMNITY**: Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
- 12. **TERMINATION**: This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
- 13. **EMPLOYEES/WITNESS FEES**: PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
- 14. **FIDUCIARY**: PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
- 15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
- 16. CHOICE OF LAW AND EXCLUSIVE VENUE: All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
- 17. **PROVISIONS SEVERABLE**: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 18. **ENTIRE AGREEMENT**: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

## **Chosen Valley Testing, Inc.**

Geotechnical Engineering and Testing, 414 37th Ave N, St. Cloud, Minnesota 56303 (320) 774-3500

Drew Lindh January 6, 2025

MSA Professional Services Phone: 715-304-0310 Email: dlindh@mas-ps.com

> Re: **Proposal for Geotechnical Evaluation**

**Proposed Gristmill Park Improvements** 99 N Cascade Street

Osceola, Wisconsin

Dear Mr. Lindh,

As requested, we are providing this proposal for geotechnical evaluation of the proposed site improvements at Gristmill Park in Osceola, Wisconsin. This proposal summarizes our estimated costs for the project. Services would be provided in accordance with CVT's General Conditions, a copy of which is attached to this proposal.

#### **Scope**

**Boring Depths:** Per the client, one (1) boring is requested. The borings will be drilled to depths of 50 feet or auger refusal. The borings will be sampled in accordance with the American Society for Testing and Materials (ASTM) Method of Test D1586 and D1587 procedures. Groundwater measurements will be taken, if observed. The borings will be sealed per state regulations.

The Minnesota Department of Health requires grouting of all holes 15 feet deep or greater, along with submission of bore hole sealing records. This additional cost is included.

**Laboratory Testing:** The samples would be reviewed by geotechnical personnel in our laboratory. We have included moisture content and pocket penetrometer tests on select samples to help estimate soil parameters at the site. CVT would contact you for authorization to proceed with more specialized laboratory testing in the event it is deemed warranted.

**Reports:** A geotechnical engineering report will be provided for the project. The engineering report will include Log of Boring sheets, a boring location sketch, a narrative summarizing the results of the borings and providing our opinions and recommendations for the various geotechnical aspects of the project per the RFP. The report will be issued electronically.

**Access and Schedule:** Based on arial images of the site, the drilling will take place in an open grass area. Prior to drilling, Digger Hotline One Call will be contacted to mark public utilities located on site. Private utilities will be the Owner's responsibility for locating prior to our exploration. The owner would also need to clear snow piles or other obstruction if needed to access the boring location.

Our current schedule would allow us to initiate services within about 3 weeks of authorization, while also being dependent upon access, utility locating, weather, holidays, and any other unforeseen conditions that may cause delay. The drilling is expected to be completed in 1 day. The geotechnical report typically requires an additional 1 to 2 weeks to complete after drilling. CVT should be contacted if a specific schedule or deadline is desired to be met so that we may try to accommodate.

Minnesota Iowa Wisconsin

#### **Fees and Payment**

CVT will perform the scope for a lump sum cost of \$3,500. The total cost would not be exceeded without a change in work scope.

An invoice for the work will be mailed to the client after the exploration report is completed. Payment for services is then expected within 30 days. Interest will be added to invoices over 30 days.

#### Remarks

CVT appreciates the opportunity to propose geotechnical services to you on this project. Please feel free to call us at (651) 756-7384 if you have any questions or desire further information.

Sincerely,

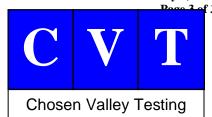
**Chosen Valley Testing, Inc.** 

Hannah Fischer Graduate Engineer

Marcel Sing

Colby T. Verdegan, PE President/Chief Engineer

#### Authorization to Proceed



#### **Proposal for Geotechnical Evaluation**

<b>Project:</b> Proposed Gristmill Park Improvement	nts
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99 N Cascade Street Osceola, Wisconsin

**Prepared by:** Chosen Valley Testing, Inc.

Commencement of the above Project or Work Package, as outlined in the attached proposal document from Chosen Valley Testing, Inc., is hereby authorized. By signing this proposal, the client also agrees to the attached Chosen Valley Testing Inc. General Conditions, a copy of which is attached to this contract.

Authorizing Person:	
Signature	_
Printed Name & Title	Date
Bill To:	
	_
-	_
	_

Minnesota Iowa Wisconsin 76 of 95

#### GENERAL CONTRACT PROVISIONS

#### ARTICLE 1 - PERFORMANCE OF THE WORK

Chosen Valley Testing, Inc. ("CVT") shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of CVT's profession practicing under similar circumstances at the same time and in the same locality. Sampling procedures employed by CVT during the Work can indicate actual conditions only at the precise locations from which, and only at the time, samples are taken. CVT may make inferences based upon the results of sampling or related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. However, because a sampling program cannot prove the non-existence or non-presence of conditions or materials, CVT makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

#### ARTICLE 2 - ADDITIONAL SERVICES

If the Client requests that the CVT perform any services which are beyond the scope as set forth in the Proposal, or if changed or unforeseen conditions require the CVT to perform services outside of the original scope, then, CVT shall promptly notify the Client of cause and nature of the additional services required. Upon notification, CVT shall be entitled to an equitable adjustment in both compensation and time to perform.

#### **ARTICLE 3 – SCHEDULE**

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, CVT's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that CVT is not responsible for damages arising directly or indirectly from any delays for causes beyond CVT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or CVTs; or discovery of any hazardous substance or differing site conditions. If the delays outside of CVT's control increase the cost or the time required by CVT to perform its services in accordance with professional skill and care, then CVT shall be entitled to a reasonable adjustment in schedule and compensation.

#### ARTICLE 4 – CONTRACTOR RESPONSIBILITIES

CVT neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges CVT will not direct, supervise or control the work of contractors or their subcontractors, nor shall CVT have authority over or responsibility for the contractors means, methods, or procedures of construction. CVT's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

#### ARTICLE 5 - CLIENT RESPONSIBILITIES

Client is responsible to provide CVT with access to the site. Client shall also provide CVT with any other previous geotechnical or other reports, investigations, specifications, plans and other information about the site to which Client has access. Changes in plans and information about the site conditions that becomes known after our report may affect CVT's opinions.

Drilling, sampling, and other subsurface work will cause disruption to the site and in particular to any paving or other structures in place over the selected sampling locations. CVT will use reasonable care to minimize damage to the site, but CVT has not included the cost of restoring normal damage in the estimated charges contained within its proposal. Client agrees to equitable adjust the contract amount in the event that Client seeks repair of the site in a manner more than is customary in the industry.

#### ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by CVT pursuant to this Agreement are CVT's Instruments of Service and CVT retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CVT. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. CVT makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the CVT may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the CVT except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against CVT arising from re-use of the Instruments of Service without CVT's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the CVT harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the CVT. Under no circumstances shall transfer of Instruments of Service be deemed a sale by CVT, and CVT makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. CVT shall be entitled to compensation for any consent, verification or adaption of the Instruments of Service for extensions of the Project or any other project.

#### ARTICLE 7 – PAYMENTS

Payment to CVT shall be on a lump sum or hourly basis as set out in the Agreement. CVT is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies CVT in writing of any disputed items within 15 days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. CVT reserves the right to retain products of service until all invoices are paid in full. CVT will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or products of service until all invoices are paid in full. CVT shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, CVT may, after giving seven days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit C and Exhibit C

#### ARTICLE 8 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that CVT is not a user, handler, generator, operator, treater, arranger, storer, transporter or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by CVT.

The Client agrees to indemnify CVT and its officers, subCVT(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or

contaminants of any kind, except that this clause shall not apply to such liability as may arise out of CVT's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within CVT's services to be provided under this Agreement.

#### **ARTICLE 9 - INSURANCE**

CVT has procured general and professional liability insurance. On request, CVT will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits.

#### ARTICLE 10 - TERMINATION OR SUSPENSION

If CVT's services are delayed or suspended in whole or in part by Client, or if CVT's services are delayed by actions or inactions of others for more than 60 days through no fault of CVT, CVT shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by CVT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination CVT shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses. CVT is entitled to payment even if the project does not go forward or is not constructed.

This Agreement may be terminated by either party upon thirty days' written notice without cause. CVT shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the CVT pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and CVT shall survive the completion of the services hereunder and/or the termination of this Agreement.

#### ARTICLE 11 - INDEMNIFICATION

The CVT agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the CVT's negligence or willful misconduct.

The Client agrees to indemnify and hold the CVT harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

#### ARTICLE 12- WAIVER OF CONSEQUENTIAL DAMAGES

The CVT and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the CVT for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The CVT and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

#### ARTICLE 13 - ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CVT or Client. This Agreement is for the exclusive benefit of CVT and Client and there are no other intended beneficiaries of this Agreement.

#### ARTICLE 14 - CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and CVT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

#### **ARTICLE 15 - CONFIDENTIALITY**

The CVT agrees to keep confidential and not to disclose to any person or entity, other than the CVT's employees, and the general contractor and subcontractors, if appropriate, any data and information furnished to the CVT and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CVT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CVT to complete services under the Agreement or defend itself from any suit or claim.

#### ARTICLE 16 - LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit the CVT's liability for any claims by or through the Client to the sum of Fifty Thousand Dollars (\$50,000). This limitation shall apply regardless of the cause of action or legal theory pled or asserted. In addition, Client and CVT each agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

#### **ARTICLE 17 - CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of the location of the Project. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of the location of the Project.

#### ARTICLE 18 - LOCATION OF UNDERGROUND IMPROVEMENTS

Client shall provide CVT all information that Client has about buried objects at the site. Where requested by Client, CVT will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, CVT may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where CVT has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the CVT for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the CVT.



### Memo

To: Village Board

From: Devin Swanberg Village Administrator

CC: Staff

Date: January 9, 2025

Re: Village Engineer

#### **Primary Recommendation: SEH (Short Elliott Hendrickson)**

SEH is the top recommendation for Village Engineers due to their extensive expertise, established relationship with the Village, and ability to handle complex and diverse projects. Below are key reasons for their selection:

- 1. Established Relationship:
  - SEH has provided engineering services for Osceola's wastewater and water systems, demonstrating their reliability and competence in managing critical infrastructure.
  - SEH is currently working on the airport master plan, showcasing its versatility and trustworthiness.
  - SEH has completed the flow study for the Pinnacle Development, highlighting their capacity to support major growth projects in the Village.
- 2. Comprehensive Expertise:
  - SEH offers a wide range of engineering services, including municipal infrastructure, transportation planning, water management, and land development, aligning well with the Village's current and future needs.
- 3. Local Presence and Accessibility:
  - Erik Henningsgard, the SEH representative, provides personalized and responsive service, ensuring consistent oversight and quick communication.
- 4. Proven Problem-Solving and Project Management:
  - sEH excels at delivering cost-effective, innovative solutions while engaging stakeholders throughout project lifecycles. Their work reflects a deep understanding of Osceola's needs and goals.

#### **Secondary Recommendation: MSA Professional Services**

MSA is recommended as a strong alternative due to their recent successes in Osceola and their excellent relationship with Village staff. Key reasons include:

1. Recent Successes:

- Over the past year, MSA has completed the CIP, GIS, Cascade Falls Grant project, and the comprehensive and corporate plan for the Village. Their familiarity with these foundational efforts positions them well for continued work.
- 2. Local Presence and Accessibility:
  - MSA's local staff has been commended for their responsiveness and availability, making them an effective and reliable partner.
- 3. Staff Satisfaction:
  - Village staff have expressed satisfaction with MSA's work quality, ease of communication, and their ability to meet deadlines efficiently.

#### Recommendation

It is recommended that the Village Board:

- 1. Select SEH and Erik Henningsgard as the Village Engineer, based on their established expertise, existing relationship with the Village, and proven ability to manage large-scale infrastructure projects.
- 2. Identify MSA Professional Services as the secondary option for engineering services, leveraging their recent successes and strong staff relationships as needed for planning-focused or grant-related initiatives.

This approach ensures the Village of Osceola secures a trusted, capable partner for its engineering needs while maintaining flexibility to adapt to future projects and priorities.

#### RESOLUTION #25-01 VILLAGE OF OSCEOLA POLK COUNTY, WISCONSIN

#### AFFIRMATION OF OSCEOLA FIRE DEPARTMENT FIRE CHIEF

**WHEREAS**, the Village of Osceola Fire Department provides direct service to the Village of Osceola and the Township of East Farmington, and has been duly created under local and state laws; and

**WHEREAS**, the Osceola Fire Department is guided through Chapter 24 – Fire Department of the Code of the Village of Osceola and other approved procedure documents; and

**WHEREAS,** the Osceola Fire Department is staffed with paid volunteers with an approved Fire Chief, Assistant Chief, Captains, Training Officer, Safety Officer, Maintenance Officer, and Firefighters; and

**WHEREAS**, in odd number years, the position of Chief will be open for applicants. Applications will be submitted to the Village Administrator no later than January 1. Through the Police and Fire Committee a selection will be made and approved by the Village Board; and

**WHEREAS**, the most recent selection of applicants was completed on January 9, 2025 with interviews by Police and Fire Committee meeting where Paul Elfstrom with over 30 years of experience was selected; and

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of the Village of Osceola agrees that the process was followed and affirms that Paul Elfstrom is confirmed as the Fire Chief until such a time when the position is voluntarily vacated, or the next odd year of applicants is interviewed or any other applicable regulation.

Adopted this the 14th day of January, 2025.

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 the 14 <sup>th</sup> day of January, 2025.
Carie Krentz, Village Clerk



### 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.
- o \$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:

- o 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.
- o Expanded exemptions reduce administrative burdens for recurring and specialized needs.

#### 2. Accountability Improvements:

- o Enhanced documentation and reporting requirements strengthen oversight.
- o Centralized authority for emergencies provides clear accountability.

#### **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.

# 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 ameneds.	end this policy as necessary to meet legal or operational
Village of Osceola	
Brad Lutz, Village President	 Date
brad Edit, vinage i resident	bute
Attest:	
Carie Krentz, Village Clerk	Date
Approved by the Village Board on	2025



# Memo

To: President Lutz and Village Board

From: Rick Caruso, Public Utilities Coordinator

CC: Devin Swanberg

Date: 1/14/2025

Re: Verizon Lease Third Amendment

Our current lease with Verizon Wireless for the antennas and related equipment on the water tower located on 248<sup>th</sup> Street is set to expire on July 31<sup>st</sup>, 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 Waver: 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**

Lease amendment has been approved by the Administrative and Finance Committee for consideration by the full Village Board.

#### Attachment(s)

Verizon third amendment, final

CC:File

LESSEE Site Name: OSCEOLA WT MDG Location ID: 5000123308

## 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 1<sup>st</sup>, 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 1<sup>st</sup>, 2026, and each August 1<sup>st</sup> 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.