

**TOWN OF OSCEOLA
TOWN BOARD OF SUPERVISORS
REGULAR BOARD MEETING
Monday, February 7, 2022 – 6:30 P.M.
Town Hall - 516 East Avenue North, Dresser WI
Agenda Can Change Up to 24 Hours Prior to Meeting**

MEETING AGENDA

1. Call Meeting to Order
2. Verification of Meeting Posting
3. Pledge of Allegiance
4. Roll Call
5. Presentation and Approval of Bills
6. Acceptance of Proposed Agenda
7. Approval of Minutes of Previous Meetings: 1/3/2022 *1-10*
8. Public Comment
9. Public Works Report *11*
10. Treasurer's Report
11. Clerk's Report *12-13*
12. Old Business
 - a) Consider Dwight Lake Boat Landing Improvements
 - b) Consider 120th Ave. and 200th St. Speed Limit Reviews (draft letters to WI DOT) *14-16*
13. New Business
 - a) Consider Purchase of 2004 CRAFCO Spray Patcher from City of Hudson *17-29*
 - b) Consider Public Works On-Call Applicant
 - c) Consider Road Service Agreement(s) *30-38*
 - d) Consider Lakeland Broadband Grant Re-Application *39-40*
 - e) Consider Building Inspector Services Provided by West Wisconsin Inspection Agency, LLC: Ben Campbell *41-84*
 - f) Consider Reimbursement of Cost to Staff to Amend Their 2020 Tax Returns
 - g) Consider Auditing Services Contract
 - h) Consider Zoom for Town and Town Board meetings
 - i) Consider Purchase and Set Ups of Gooseneck Microphones
 - j) Consider Video and Audio Recording at Election Inspector Training Sessions
 - k) Consider Letter to Polk County Zoning Regarding Town of Osceola Ordinances Overriding County Zoning
 - l) Consider Interior Painting of Town of Osceola Town Hall *85*
14. Chairman's Report
15. Supervisors' Reports
 - a) Jon Cronick: Supervisor and Plan Commission Update, including 1/25/22 minutes *86-87*
 - b) Jo Everson
 - c) Neil Gustafson
16. Request for Future Meeting Agenda Items:
17. Next Town Board Meeting – March 7, 2022
18. Next Plan Commission Meeting – February 22, 2022
19. Community Meetings Board Members Attend – None coming up
20. Adjournment

Notice is hereby given that a quorum of the Town of Osceola Plan Commission may be present at this meeting of the Town Board of Supervisors scheduled as noted above to gather information about a subject over which they have recommendation-making responsibility. The Plan Commission will take no formal action at this meeting.

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 the Clerk's office at (715)755-3060.

AFFIDAVIT OF POSTING: I hereby certify that this notice has been posted at the Dresser Post Office, the Town Hall, the First Community National Bank, and the Town Web Site.

/s/ Denise Skjerven, Clerk

TOWN OF OSCEOLA
BOARD OF SUPERVISORS MEETING
Monday, January 3, 2022 — 6:30 p.m.

Meeting Minutes

The Board of Supervisors of the Town of Osceola met for a regular monthly meeting Monday, January 3, 2022, at 6:30 p.m. at the Osceola Town Hall, Dresser, Wisconsin.

CALL TO ORDER: Chair Lindh called the regular meeting to order at 6:30 p.m.

VERIFICATION OF MEETING POSTING: Clerk Skjerven confirmed that the notice was posted at the Town Hall, Dresser Post Office, the First Community National Bank, the Town Web Site, and the Town Facebook page.

PLEDGE: Lindh led the Pledge of Allegiance to the United States Flag.

PRESENT: Chair Lindh, Supervisors Cronick, Everson and Gustafson.

PUBLIC ATTENDEES: Clerk Skjerven, Treasurer Carlson, Public Works Supervisor Raddatz, Ed Everson, Cindy and Glyn Thorman, Keith Carlson, Donna and Jim Berg, Mark Skjerven, Sandy Ball, Brandon Whittaker, Dianne and Merle Aarthun, Jim Brundage, Debbie Thompson and Nealy Corcoran.

CHECK PRESENTATION AND APPROVAL OF BILLS

MOTION BY EVERSON/CRONICK TO APPROVE THE TREASURER'S LIST OF CHECKS AND AUTOMATED PAYMENTS AS PRESENTED TOTALLING \$26,867.14 AND NUMBERS 17831 THROUGH 17886 (EXCEPT FOR CHECK 17841 IN THE AMOUNT OF \$150.00 TO BE APPROVED AT A LATER DATE) AND ACH PAYMENTS AS PRESENTED. MOTION CARRIED.

ACCEPTANCE OF PROPOSED AGENDA

MOTION BY LINDH/GUSTAFSON ON ACCEPTANCE OF PROPOSED AGENDA, WITH A MODIFICATION TO MOVE ITEM 13 (C) TO BE THE FIRST ITEM ON NEW BUSINESS TO ACCOMMODATE A GUEST PRESENTATION FROM DELMORE CONSULTING RELATED TO SERVICES THEY CAN PROVIDE SUCH AS PASER ROAD RATINGS. MOTION CARRIED.

MEETING MINUTES

MOTION BY EVERSON/GUSTAFSON TO APPROVE THE 12/6/2021 TOWN BOARD MEETING. MOTION CARRIED.

PUBLIC COMMENT

There was no public comment.

PUBLIC WORKS REPORT

Raddatz gave a summary report of work efforts during the month of December: Plowing and sanding has been done as needed, along with cutting down of trees from strong wind damage. Raddatz met with Town resident Meyer and completed the taking down of a few trees on 120th by Poplar Lake.

Street signs that were knocked down have been replaced and put back up. Accumulated snow by guardrails on 90th has been removed to help with runoff and re-freezing.

A Town resident on 200th St., south of the Dancing Dragonfly Winery, raised concerns about water runoff occurring on his property when a culvert was put in for the winery. The Town resident was informed to write and send a formal letter to the board outlining his concerns to address potential next steps.

Raddatz washed and greased the trucks and loader. He pointed out as a reminder to property owners that after the plowing is completed the Public Works drivers do go around to clean up the snow from the intersections and apply sand, as it is easier to do so afterwards with the smaller trucks.

A 45 miles per hour speed limit sign was replaced that was missing on 200th St.

Sand and salt supply will be replenished: sand from Bluestone Sand & Gravel and salt from Polk County, then both will be mixed for use on Town roads.

TREASURER'S REPORT

Treasurer Carlson reviewed current bank balances as of December 31, 2021: General Fund \$23,397.34; General Money Market Account \$399,709.92; Tax Receipt Account \$1,120,561.56; Dresser Traprock Assurance \$15,047.00; Royal Credit Union CD (from ARPA \$\$s) \$151,254.58; Royal Credit Union general account of \$141.46; Royal Credit Union Money Market Public Works account \$50,029.59. The MidWest One checking account balance (\$23,397.34) does not tie out to the balance sheet MidWest One Checking Account amount because of outstanding checks. The Tax Deposit Account is out of balance due to one payment in a transitional deposit status. The Town's first transportation aid money for 2022 has been received. The year-to-date Profit & Loss reports were presented to the Board: both the 2021 profit and loss report and the 2022 budget report, which shows a few checks being issued on January 3, 2022.

The Real Estate Tax List and the Personal Property Tax List have been posted in the 'Property Taxes' section of the Town's website.

As of Friday, December 31st, Treasurer Carlson has receipted all tax payments that had been received, along with 40 dog tags. The Town has collected 24% (\$1,243,000) of the amount of taxes billed out. The Town will keep approximately \$196,000 of this amount, with the remainder being sent to Polk County and schools. There has been \$2,238 in Personal Property taxes paid thus far. All tax overpayments as of 12/31/2021 have been paid out.

Treasurer Carlson has been in contact with the CliftonLarson/Allen (CLA) audit firm regarding the 2021 audit work to be done. It is anticipated the CLA contract will be brought forth to the Town Board at its February meeting so the February audit dates can be set.

Continued work efforts by Treasurer Carlson will be to continue to receive tax payments and dog license payments and tag requests, create and disseminate 2021 W2s and 1099s, prepare and file annual tax reporting, prepare for the 2021 audit, prepare information for the Board related to video presentation and recordings of meetings, and completing the set up of new email accounts for Town Board members and Plan Commission members.

MOTION BY GUSTAFSON/EVERSON TO APPROVE THE TREASURER'S REPORT AS PRESENTED. MOTION CARRIED.

CLERK'S REPORT

Clerk Skjerven gave a report out of work activities during the month of December. Skjerven worked on three resolutions and handled four building permits (two for new construction and two 'all other'), along with one driveway permit (with the new construction); and, had posted one ad (the Town's 2022 Fee Schedule).

Skjerven prepared for the Town Board meeting agendas and minutes for two meetings in December: the regular Town Board meeting held on December 6, and the Plan Commission meeting held on December 21 (only disseminating the meeting information and doing the postings).

There were three public records requests submitted and responded to by Skjerven. Skjerven updated several areas on the Town's web site: meeting notices and minutes; added the Cemetery Fund Request form, and the Town's 2022 Fee schedule; posted updated forms: driveway permit application, provisional and operator's license applications.

Skjerven is working on many aspects related to the 2022 election season: preparing communications to election inspectors, collecting oaths, preparing for training of poll workers, assisted Polk County in cleaning up information related to voter registration information, posted non-candidacy notice of one Board member (Town Board Supervisor, Neil Gustafson), charged election machine, followed up on arrival date for receipt of three additional ICX touch screen machines, sent out communications to the absentee ballot group that did not vote in 2021, to the indefinitely confined group to confirm status, and to the 2021 absentee ballot request group regarding renewal. Skjerven is preparing to draft the ballot and notices for the Spring election season, and working on poll worker schedules, the absentee ballot process, and preparing readiness for voting day.

OLD BUSINESS

CONSIDER DWIGHT LAKE BOAT LANDING IMPROVEMENTS

Gustafson is continuing to work with Eric Wojchik, Conservation Planner II/ County Conservationist at Polk County Land and Water Resources to assist the Town of Osceola with the process of reconstructing the Dwight Lake boat landing, coming up with comparable projects for cost estimation purposes, and for planning for the reconstruction to occur in 2023. Gustafson shared with the Board a report out from the Polk County Land and Water Resources Department on estimated engineering costs of using Polk County for these services: Phase I-Planning/Design and Phase II-Construction (\$2,757). There would also be: a DNR boat landing permit needed at an estimated cost of \$303; landing pre-cast panels, removal of debris, grading, etc. at an estimated cost of \$10,000, for a total estimated cost of \$13,000 for the project. If the project is done in 2023, Polk County could help with applying for a County Conservation Aid grant on behalf of the Town of Osceola to receive at least \$2,500 toward this project. There may also be a restoration grant available. Work efforts could be done in 2022 to get all in place for a 2023 build. The Town has \$4,400 available in its Park Expenses-Other 2022 budget area to cover the work efforts described in Polk County's Land & Water Resources Department's \$2,757 estimate shared by Gustafson.

MOTION BY EVERSON/GUSTAFSON TO ACCEPT THE DESIGN SERVICES COST ESTIMATE OF \$2,757 AS PROVIDED BY POLK COUNTY LAND & WATER RESOURCES DEPARTMENT AND ASK POLK COUNTY LAND & WATER RESOURCES DEPARTMENT TO PROCEED WITH THIS PROJECT FOR THE DWIGHT LAKE BOAT LANDING IMPROVEMENTS. MOTION CARRIED.

CONSIDER 200th ST. SPEED LIMIT REVIEW

Gustafson reported that the next step in review of the speed limit on 200th St. is to request, in writing from the Town, a speed study be completed by the WI Department of Transportation(DOT). Gustafson will look into what is the cost of such a speed study, so the cost is known in preparation of a letter to be sent from the Town Board to the WI DOT. The Town is not able to use its own speed limit signage/tracking equipment for a DOT speed study.

NEW BUSINESS

CONSIDER RESULTS OF PASER ROAD RATING REVIEW

Jeffrey Delmore of Delmore Consulting (based near Wisconsin Dells, WI) made a presentation covering Delmore's available scope of services, which includes Road Surface Condition Report and Mapping (including assistance with the road bid process) (\$7,800), Traffic Sign and Road Name Sign Inventory and Mapping (\$7,500), and Culvert Assessment, Inventory and Mapping (\$8,200). Information gathered provides the Town with information needed to help determine short- and long-term goals. And, the portfolio will provide to the Town of Osceola with an accurate depiction of current road system including conditions, culverts and signs.

Delmore Consulting previously submitted a proposal to the Town to do a PASER rating of Town roads by December 15, 2021 at a cost of \$2,500. At the December 6, 2021 Town Board of Supervisor's meeting a motion was made and carried to have Delmore Consulting complete the PASER rating work effort. So, the \$2,500 already paid would be deducted from the cost of the listed individual services.

With Delmore Consulting, there would also be an annual service agreement to keep the road information updated (including PASER ratings), and for Delmore Consulting to be involved with the Town's bid and grant processes, updating the maps, and generally be available on call for any Town road issues throughout the year. The cost is \$4,500/year, or \$2,250/year if the Town's Public Works Supervisor would be more involved with Delmore's technology application and just mapping is updated each year by Delmore Consulting. Delmore Consulting could also assist the Town with a 3-5 year road plan, putting roads into 'groupings' to study the road maintenance to be done each year.

The Paser road ratings entered in December 2021 were not updated due to snowfall that occurred shortly after Delmore was contracted by the Town. Jeffrey will return in the Spring of 2022 to do a real updated Paser rating, where he will provide to the Town Board an updated spreadsheet with all of the updated Paser rating information.

For Spring 2022 road bids, Delmore Consulting would be involved in assisting the Town with the road bid process. Jeffrey's recommendation is to wait until April/May to work on the road bids, but will learn how contractors work within each specific area on desired timing.

No action was taken at this meeting. The Board will consider these services at the February meeting.

CONSIDER BIDS FOR PURCHASE OF NEW BRUSH CUTTER AND PRESSURE WASHER/STEAMER

The hand-held brush cutter would assist the Town's Public Works' staff with needed brush clean up around signs, ditches, culverts, etc. Bids were received from Bill's Ace Hardware (\$496.95) and Frontier Ag (\$566.97). Public Works Supervisor Raddatz recommended the brush cutter purchase from Bill's Ace Hardware.

MOTION BY GUSTAFSON/LINDH TO PURCHASE A STIHL FS 131 BRUSH CUTTER FROM BILL'S ACE HARDWARE UP TO A COST OF \$496.95. MOTION CARRIED.

On the pressure washer/steamer, the types considered were from Grainger, MI-T-M, All American, Northern Tool & Equipment, and Stateside. The types vary by steam vs. hot water, warranty available, and availability date. Raddatz recommended purchasing the unit from Northern Tool & Equipment, currently at a price of \$4,349.99, with a warranty of 24 months, and available within 15-29 days.

MOTION BY GUSTAFSON/LINDH TO PROCEED WITH PURCHASING THE NORTHSTAR GAS WEST STEAM & HOT WATER PRESSURE WASHER FROM NORTHERN TOOL & EQUIPMENT UP TO A COST OF \$4,549.99. MOTION CARRIED.

CONSIDER SPEED LIMIT ELECTRONIC SIGNAGE

Raddatz looked into speed limit electronic signage options from ElanCity, with options being solar or battery operated, which could be mounted on a sign pole and easy to relocate. The unit can record speeds from both directions, and can have information available via Bluetooth and a smartphone app. There is a two-year warranty available. The battery option may work better for us, as the unit comes with an external battery charger.

MOTION BY LINDH/EVERSON TO PROCEED WITH PURCHASING FROM ELAN CITY A 14" SOLAR/BATTERY EVOLIS RADAR SPEED SIGN AT A PURCHASE PRICE OF \$3,179.00. MOTION CARRIED.

Raddatz will contact ElanCity to have them send the Town an official quotation invoice.

CONSIDER CHANGE IN COMPUTER TYPE FOR PUBLIC WORKS SUPERVISOR

At the December 6, 2021 Town Board of Supervisor's meeting a motion was made and carried to approve the purchase from Connecting Point of an HP ProDesk 400 G7 computer at a price of \$849.00 to go against the 2022 budget for use by the Public Works Supervisor, since his computer is over 15 years old and the current software technology cannot function on it. The Board is now reconsidering its decision to, instead, purchase an HP ProBook laptop computer at a price of \$999.00 to assist Raddatz with having more portable access to his computer.

MOTION BY EVERSON/GUSTAFSON TO RECONSIDER THE MOTION MADE AT THE DECEMBER 6, 2021 TOWN BOARD MEETING FOR THE PURCHASE OF AN HP PRODESK 400 G7 COMPUTER FOR THE PUBLIC WORKS SUPERVISOR POSITION AND TO NOW PROCEED WITH PURCHASING FROM CONNECTING POINT AN HP PROBOOK LAPTOP COMPUTER AT A PURCHASE PRICE OF \$999.00, AN INCREASE OF \$150.00. MOTION CARRIED.

CONSIDER UPGRADE TO WINDOWS PRO FOR TREASURER COMPUTER

It was determined the Treasurer does not need Board approval to proceed with this upgrade purchase (\$110.00). So, no action taken by the Board on this topic.

CONSIDER ADDITIONAL PUBLIC WORKS PART-TIME EMPLOYEE

Raddatz indicated the potential applicant just picked up an application form today, January 3. The applicant will complete and send in as quickly as possible his application for hire consideration. He would be an additional part-time person when Joe Gaffney is unavailable. No action taken by the Board on this topic.

CONSIDER ORDINANCE 22-01-03: CHAPTER 8 PUBLIC WORKS (culverts)

The Town ordinance would amend Chapter 8 Public Works to allow the use of polyethylene (a.k.a. plastic) culvert pipes. The proposed wording and standards to the ordinance come from what is used by Polk County Public Works. Basically, the definition of a culvert would be changed to read as follows:

A galvanized steel, concrete, or corrugated polyethylene culvert pipe which shall conform to AASHTO M 294 type S, having a corrugated outer wall and a smooth inner liner, of sufficient size, to allow the unobstructed flow of water under a road or driveway surface.

And, the required depth of the culvert would read as follows:

The top of the culvert must be at least four (4) inches below the top of the driveway surface for galvanized steel or concrete culverts or twelve (12) inches deep for corrugated polyethylene culverts.

MOTION BY EVERSON/GUSTAFSON TO ADOPT ORDINANCE 22-01-03 TO AMEND CHAPTER 8 PUBLIC WORKS OF THE TOWN'S CODE OF ORDINANCES TO ALLOW THE USE OF POLYETHYLENE (PLASTIC) CULVERT PIPES AND MINOR MODIFICATIONS TO THE ORDINANCE. MOTION CARRIED.

CONSIDER DRIVEWAY PERMIT APPLICATION CHANGES

The driveway permit application form will be updated by the Clerk per the latest fee amount effective January 1, 2022 and in light of Ordinance 22-01-03 Chapter 8 Public Works amendments.

MOTION BY GUSTAFSON/CRONICK TO ADOPT THE DRIVEWAY PERMIT APPLICATION CHANGES TO REFLECT THE NEW FEE AMOUNT, THE ORDINANCE 22-01-03 CHAPTER 8 PUBLIC WORKS AMENDMENTS TO ALLOW THE USE OF POLYETHYLENE (PLASTIC) CULVERTS, AND TO CLARIFY ON THE FORM THAT DRIVEWAYS ON THROUGH ROADS MUST BE AT LEAST 150 FEET APART CENTER TO CENTER. MOTION CARRIED.

CONSIDER DRIVEWAY VARIANCES: 2382 84th Avenue, and 887 249th St.

In both driveway instances, the driveways were not initially approved because of the use of poly culverts and the separation distance to neighboring driveways and they did not comply with the Town's Ordinance. The poly culvert topic has been addressed and approved as per the earlier conversation held in this meeting by the Board and motion carried as noted above. Regarding the separation distance between the driveways, these lots are on an outside corner of the road, and there is no way each driveway could be installed without it being less than 150'. The recommendation of the Plan Commission was to accept the variances for both situations.

MOTION BY GUSTAFSON/LINDH TO ALLOW A VARIANCE TO THE DRIVEWAY PERMIT APPLICATIONS FOR SEPARATION DISTANCE AND POLY CULVERTS FOR THE PROPERTIES AT 2382 84TH AVENUE AND 887 249TH STREET. MOTION CARRIED.

CONSIDER TWO SUBDIVISION REQUESTS FROM ARDEN CONSTRUCTION: (1) 4 LOTS ON 216TH ST.; (2) 1 LOT CHANGE AT 602 218TH ST.

The four-lot subdivision proposed by Arden Construction is part of a previously undivided portion of land between two existing subdivisions bordering 216th Street and 218th Street. The four lots (12-15) are to the east of existing homes to the west that reside on 218th Street. And, on the east side of the properties (on 216th Street) there are already existing home across the street.

For the lot change at 602 218th Street, the builder is proposing for lot 16 (which was previously named lot 6) to extend the east lot line by 24.27' to accommodate current placement of septic and the existing house.

The recommendation of the Plan Commission was to have the Board sign off on these subdivision requests.

MOTION BY CRONICK/GUSTAFSON TO APPROVE THE ARDEN CONSTRUCTION FOUR-LOT SUBDIVISION ON 216TH STREET AND THE ONE LOT CHANGE AT 602 218TH STREET. MOTION CARRIED.

CONSIDER LETTER TO POLK COUNTY ZONING REGARDING TOWN OF OSCEOLA ORDINANCES OVERRIDING COUNTY ZONING

A letter was originally drafted to be sent to Jason Kjeseth, Polk County Zoning Administrator, whose purpose was to raise awareness that there are Town Ordinances that conflict and technically override established policies and practices of zoning within Polk County's Land Information Department. After discussion amongst the Town Board members at today's meeting, it was decided to not send the letter at this time. Instead, Chair Lindh will directly contact Kjeseth to discuss this topic further with him to learn more about Polk County Zoning's procedures and what they may need from us to better follow the Town of Osceola's ordinances, and Chair Lindh will come back to the Town Board at the February meeting to share his findings. No further action taken.

CONSIDER ANNUAL MEETING ORGANIZATION TOPICS

Included in the meeting materials packet for today's meeting was material that was not the intention of the topic to be discussed. The intention of the topic to be discussed was the committees that are set up, the duties of people to the committees, and verifying the tasks of each committee. No action will be taken at this time related to committees and assignments, but this topic will plan to be on the February meeting of the Town Board.

CONSIDER BOARD SUPERVISOR APPOINTMENT

Chair Lindh discussed the topic of filling the Town's current vacant Board Supervisor position. Chair Lindh has received two applications this past month to fill the position. There has been contact made with both Wisconsin Elections Commission and the Wisconsin Towns Association on whether the Town could place this vacant position on the Spring 2022 election ballot. The findings thus far received is that the Town cannot put this position on the ballot in April, but should be on a November election as a special election.

Chair Lindh has proposed filling this position after the April 2022 election by appointing at the next meeting following the election the write-in person who received the third highest number of votes. Chair Lindh is researching this topic more with the Town's attorney and will communicate his findings to the Clerk once received.

At the November 1, 2021 Town Board meeting there was a motion made as follows:

MOTION BY EVERSON/CRONICK THAT DUE TO THE RESIGNATION OF THE FOURTH SUPERVISOR POSITION AND THERE BEING NO APPLICANTS THAT HAVE COME FORWARD AT THIS TIME, THE BOARD DOES DETERMINE THAT NO SUPERVISOR SHALL BE APPOINTED UNTIL THE APRIL 2022 ELECTION, WHEREBY THREE POSITIONS WILL BE ON THE BALLOT, WITH THE POSITION TO BE VOTED UPON FOR A ONE-YEAR TERM. MOTION CARRIED.

At this time, MOTION BY LINDH/GUSTAFSON TO RESCIND THE MOTION MADE AT THE NOVEMBER 1, 2021 TOWN BOARD MEETING TO WAIT UNTIL THE APRIL 2022 ELECTION AND HAVE THE VACANT TOWN BOARD SUPERVISOR POSITION ON THE BALLOT. AYES: LINDH, CRONICK, GUSTAFSAON; NAYS: EVERSON; ABSTAIN: NONE; MOTION PASSED.

MOTION BY LINDH/GUSTAFSON TO CONDUCT THE APRIL 2022 ELECTION WITH THE TWO, TWO-YEAR BOARD SUPERVISOR POSITIONS ON THE BALLOT. FOLLOWING THE APRIL 2022 ELECTION, THE BOARD WILL SEPARATELY APPOINT AN INDIVIDUAL TO THE TOWN BOARD SUPERVISOR POSITION VACATED BY MIKE WALLIS, THE TERM OF SUCH TOWN BOARD SUPERVISOR POSITION WILL END IN APRIL 2023. AYES: LINDH, CRONICK, GUSTAFSAON; NAYS: EVERSON; ABSTAIN: NONE; MOTION PASSED.

CONSIDER GOOSENECK MICROPHONE SET UPS

The proposal provided by Central Acoustics of Minneapolis, Minnesota, is to purchase one additional gooseneck condenser microphone and have a spare gooseneck microphone hooked up so the microphones can be individually used by all members of the Town Board and staff, along with purchasing a gooseneck podium microphone to be used instead of the hand-held microphone at the podium for public comment during Town Board meetings. Treasurer Carlson will look into whether the hand-held microphone can be repaired and/or whether the Town can get any credit for the hand-held microphone that has not worked well thus far. Gustafson suggested the Town Board wait to proceed until the Town Board finds out whether any credit will be forthcoming on the hand-held microphone. This topic will be considered for the February Town Board meeting, and no action taken at this time on this topic.

CONSIDER BUILDING INSPECTOR DUTIES PERFORMED

Chair Lindh did contact the Town's attorney to find out the protocol on discussing this topic in a closed or in an open meeting. The attorney's feedback was that this topic can be discussed at an open meeting. Accordingly, Chair Lindh will contact Ben Campbell, the Town's building inspector, from West Wisconsin Inspection Agency, LLC to have him be present at the Town Board's February meeting.

CONSIDER APPROVAL OF PAY ADJUSTMENTS FOR TOWN EMPLOYEES

The Town's 2022 budget includes 3% pay increases for the Clerk and Treasurer positions.

MOTION BY EVERSON/GUSTAFSON TO AUTHORIZE A 3% PAY INCREASE OF \$.60/HOUR FOR THE CLERK'S AND TREASURER'S SALARIES EFFECTIVE THE FIRST FULL PAYROLL IN 2022. MOTION CARRIED.

CHAIRMAN'S REPORT

Chair Lindh contacted the Town's attorney about having Zoom meetings for Town and Town Board meetings and the feedback received was that there are no concerns from the attorney with the Town having Zoom meetings, but to make sure the meetings would also be recorded. Treasurer Carlson will look further into the needed equipment, and this topic will be on the February Town Board meeting agenda.

SUPERVISOR'S REPORT

Cronick re-iterated the highlights of the Plan Commission meeting held on December 21, 2021, which topics were already discussed at this Town Board meeting and are otherwise covered herein: culvert type changes to driveway permits, the driveway variances, and subdivision requests.

SUPERVISOR'S REPORT/EVERSON

Everson thanked Gustafson for all his hard work as a Town Board Supervisor this past year, and noted that the Town will miss him.

SUPERVISOR'S REPORT/GUSTAFSON

Nothing further to report.

FUTURE AGENDA ITEMS

- Old Business:
 - Consider Dwight Lake Boat Landing Improvements
 - Consider 120th Ave. and 200th St. Speed Limit Reviews (draft letters to WI DOT)
- Consider Building Inspector Duties Performed
- Consider Public Works Part-Time Applicants
- Consider Zoom for Town and Town Board meetings
- Consider Auditing Services Contract
- Consider Delmore Consulting Road Services Agreement
- Consider Bids for Purchase of New Chainsaw and Weed Whip for Town of Osceola Public Works
- Consider Purchase and Set Ups of Gooseneck Microphones
- Consider Organizational Topics: Committee Appointments, Appoint Newspapers, Appoint Changes in Banking, and Other Outstanding Topics

NEXT TOWN BOARD MEETING

February 7, 2022, 6:30 p.m.

NEXT PLAN COMMISSION MEETING

January 25, 2022, 6:00 p.m.

COMMUNITY MEETINGS BOARD MEMBERS ATTEND

None planned.

ADJOURN

MOTION BY GUSTAFSON/LINDH TO ADJOURN THE TOWN BOARD MEETING MONDAY, JANUARY 3, 2022. MOTION CARRIED. The meeting adjourned at 9:21 p.m.

To be approved: February 7, 2022

Approved:

Denise Skjerven, Town Clerk

Town of Osceola

Public Works Report

Jan 22

1. Hauling sand. Stockpile is at 50 percent.
2. Starting to wing out ditches and intersections with grader.
3. Drive to Hudson and look at spray patcher they have for sale.
4. Research spray patch machines to have a comparison.
5. Picked up pressure washer and assembled it, works great.

Thank you

6. Received weed whip, computer and printer.

HIGHLIGHTS OF WORK DONE THIS MONTH:

JANUARY:

TASKS	#	FURTHER COMMENTS
Resolutions		
Ordinances	1	Chapter 8 Public Works to add Poly Culverts and minor typographical changes
Building Permits	0	
Driveway Permits	0 0	With new construction Stand Alone
Meetings and Minutes	3	1/3 Regular Town Board Meeting(TBM) 1/25 Regular Plan Commission Meeting (agenda/packet dissemination and posting only) Prep for 2/7/22 (TBM)
Public Records Requests	7	1/5: Copies of all emails and written correspondence from the TOO clerk, election officials, and board members, to the Osceola Sun newspaper for the time period of October, 2021 thru 1/5/22, along with copies of any response from the Osceola Sun. 1/20: A copy of all the current election officials (poll workers/Chief Election Officials/anyone else) training 1/20: A copy of a policy in place at the Town to not allow videotaping of the election training. 1/20: Has any paperwork has been filed at the town level yet regarding filing for a trap rock quarry permit at the county level. 1/20: As follow up to the voting equipment training that was held, few items that need clarification. 1/28: Re: blue rock quarry proposal 1/31: Re: Purchase of 3 ICX voting machines
Employee Changes		
Ads	3	Voting by Absentee Ballot April Election Clarification Key Dates for Upcoming Election
Town's Web Page		Updated: Meeting Notices and Minutes New/Updated email contacts for most TB and PC members Chapter 8 Public Works Ordinance Elections: Key Dates, Gen'l Info and Notices
Form Updates		
Public Walk-in/calls		tax payment drop offs, burning permits, 1 gopher tails
Training		

HIGHLIGHTS OF WORK DONE THIS MONTH:

<p>Elections</p>	<ul style="list-style-type: none"> • Training of poll workers: Conducted January training of poll workers: CEI drafted agenda and CEI/Clerk pulled together training materials and conducted training • sent out poll worker schedule for February election • Received 3 ICX touch screen tabulators—held two training days with election inspectors; • Confirmed absentee voter status for indefinitely confined group • Gearing up for Spring election season: <ul style="list-style-type: none"> ○ re: Notices— <ul style="list-style-type: none"> ▪ posted Notice E ▪ posted ‘Special Public Notice’ of the “key dates” for the Spring election ▪ drafted Notice D (location and polling hours) ○ Sending out absentee ballots and tracking them in WisVote ○ Preparing for: <ul style="list-style-type: none"> ▪ In-person voter registrations ▪ Public notice of machine testing ▪ In-person absentee ballot process ▪ Readiness for voting day: <ul style="list-style-type: none"> • Preparing the polling place • Forms/information due after election day <p>Assisting me with questions have been Shabana (at County), Cindy Thorman, the WEC, and WTA.</p>
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Clerk

From: Supervisor Gustafson
Sent: Thursday, January 20, 2022 1:35 PM
To: Clerk
Cc: Dale Lindh
Subject: Fw: Town of Osceola, Polk County, WI Proposed Speed Limit Change

Hi Denise,

Below is additional info for our February meeting regarding speed limit changes and the process. I reached out to WisDOT in Madison and they have referred me more locally to our regional office in Eau Claire. Regardless, we will need to hire out the speed study services.

Dale, I looked at the link below of WisDOT qualified consultants and MSA is on that list. Maybe we should inquire with them about it at next week's meeting with them?

Thanks,

Neil Gustafson

Supervisor - Town of Osceola
(715) 417-0270

From: Szymkowski, Rebecca - DOT <Rebecca.Szymkowski@dot.wi.gov>
Sent: Wednesday, January 19, 2022 4:40 PM
To: Supervisor Gustafson <supervisorgustafson@townofosceola.com>
Cc: Leech, Jennifer L - DOT <jennifer.leech@dot.wi.gov>; Rusch, Stacey - DOT <Stacey.Rusch@dot.wi.gov>; Bill, Andrea <bill@wisc.edu>
Subject: RE: Town of Osceola, Polk County, WI Proposed Speed Limit Change

Mr. Gustafson,

As a follow-up to your email and our conversation last week, here's some additional information:

In order to lower the speed limit more than 10mph below the statutory/fixe speed limit, the town will need to conduct a traffic investigation study (speed study) and get approval from the Wisconsin Department of Transportation (WisDOT). WisDOT does not conduct speed studies for local municipalities, but here is a link to the WisDOT qualifies consultant roster: <https://wisconsindot.gov/Documents/doing-bus/eng-consultants/cnslt-rqistr/roster.pdf>. This is a long list, but if you read through the consultant firm descriptions, you can find those that are qualified or have experience in traffic engineering and/or speed studies.

As you are working through the process and have additional questions, you can contact Jen Leech (Jennifer.leech@dot.wi.gov or 715-836-2853) or Stacey Rusch (Stacey.rusch@dot.wi.gov or 715-836-3919) out of our Northwest Region DOT office in Eau Claire. They are both cc'd on the email.

Another option that I'd like to make you aware of is working with the University of Wisconsin Transportation Information Center (UW TIC). Here's the website: <https://interpro.wisc.edu/tic/> This organization works with local municipalities. I talked with Andrea (Andi) Bill, the program director, and she mentioned that she can work with you and the town. The UW TIC won't collect the data or do the study, but can look at data and assist with some analysis. Andi also mentioned a possibility of working with Polk County to assist with collecting speed data. She can provide more detail on that if interested. Her contact information is bill@wisc.edu or 608-890-3425 and she is also cc'd on the email.

If you have any additional questions, please let me know.
-Rebecca

Rebecca Y. Szymkowski, P.E., PTOE, RSP1
State Traffic Engineer of Operations/Traffic Supervisor
Wisconsin Department of Transportation
Bureau of Traffic Operations
4822 Madison Yards Way, S522.07
Madison, WI 53705
Office: 608.266.9381
Cell: 608.219.6917
E-mail: rebecca.szymkowski@dot.wi.gov

From: Reshadi, Anne - DOT <Anne.Reshadi@dot.wi.gov>
Sent: Tuesday, January 04, 2022 11:24 AM
To: Supervisor Gustafson <supervisorgustafson@townofosceola.com>; Szymkowski, Rebecca - DOT <Rebecca.Szymkowski@dot.wi.gov>
Subject: RE: Town of Osceola, Polk County, WI Proposed Speed Limit Change

Hello Mr. Gustafson,

I'm including Rebecca Szymkowski, the supervisor of the Traffic Analysis and Safety Unit in the Bureau of Traffic Operations on this response. She and/her staff can provide clarity on the speed limit guidance.

Anne L Reshadi, PE
Bureau of Traffic Operations Director
Wisconsin Department of Transportation
433 W. St. Paul Avenue
Suite 300
Milwaukee WI 53203
(414) 227-2149

From: Supervisor Gustafson <supervisorgustafson@townofosceola.com>
Sent: Tuesday, January 04, 2022 11:13 AM
To: Reshadi, Anne - DOT <Anne.Reshadi@dot.wi.gov>
Subject: Town of Osceola, Polk County, WI Proposed Speed Limit Change

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good Morning Anne,

I reaching out for some additional guidance with the process of reducing the speed limit below the statutory limit on a town road. I have referred to the document "Speed Limit Guidance - State and Local (TEOpS 13-5), but I have a few questions regarding how to proceed from there. We are receiving pressure from residents to reduce the speed limit on two sections of road in our town. Both roads have already been reduced to the statutory limit of 45 mph, but that is not sufficient for the circumstances. In one case, the section of road has dangerous curves, which lead to frequent accidents, especially in inclement weather. The other section is narrow, has no shoulders and passes through a populated lakeside community, which in many cases, the

residence is on one side of the road and their lake access is on the other side of the road. This creates a lot of danger to pedestrians. This section of road has also become a "cut across" between two communities and it receives much more traffic than it was ever intended to.

It is my understanding that a speed study is the next step in determining if the speed limits can be lowered. What I am unsure of is who performs the speed study? Do we request this from WisDOT? Do we need to contract some type of engineering firm? Or is this something the town performs themselves? I thought it sounded like WisDOT performs the speed study and then tells the town whether or not a speed limit reduction is justified? If that is the case, do you have an approximate cost for performing these studies?

Any guidance that you could provide us on how to proceed will be greatly appreciated.

Thanks!

Neil Gustafson
Supervisor - Town of Osceola
(715) 417-0270

Cost of running spray injection patcher

cost of oil	\$ 2.50	/gal
cost of rock	\$ 32.00	/ton
labor	\$ 25.00	/hour
truck cost	\$ 50.00	/hour

trucking cost for rock

	0.5	hour/trip
	10	tons
\$	320.00	rock
\$	12.50	labor (1 man)
\$	25.00	truck cost
\$	357.50	total cost

trucking cost for oil

	1	hour/trip
	250	gallons
\$	625.00	oil
\$	25.00	labor (1 man)
\$	50.00	truck cost
\$	700.00	total cost

cost of applying material

	0.5	set up time (2 men)
	0.25	travel time (2 men)
	5	applying time (2 men)
	0.25	travel time (2 men)
	0.5	clean time (2 men)
\$	325.00	labor (2 men)
\$	325.00	truck cost
\$	650.00	total cost

\$ 1,707.50 combined total

	0.4	miles/day application
	8	days/ spring
	8	days/ fall
	4000	gallons of oil
	6.4	miles completed
\$	27,320.00	total cost / year
\$	3,000.00	maintainance
\$	4,737.50	cost /mile
\$	0.90	cost / ft

(average should be 8 miles)

	1.11	cost /ft last year
\$	7,189	savings

(could be 25% higher this year)

10/18/21
3

Not yet updated with '21 completions or new roads to be added 18

Town of Osceola Five Year Road Plan

2020

Chipseal/Fog

Road	From	To
110th Ave	200th St	Cty Rd Y
240th St	Clark Rd	113th Ave
248th St	Railroad Tracks	Cty Rd M

Scrub/Fog

240th St	113th Ave	Cty Rd S
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Pulverize/Repave (2.5")

200th St	Cty Rd F	110th Ave
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Crack Fill, Spray Patch, Wedge, Flex Patch, Centerline Striping

2021

Chipseal/Fog

Road	From	To
60th Ave	240th St	230th St
View Lane	Cty Rd F	Termini
105th Ave	View Lane	Termini
240th St	Hwy 35	Cty Rd M
240th St	Cty Rd M	Termini

Scrub/Fog

113th Ave	Hwy 35	Cty Rd S
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Pulverize/Repave (2.5")

Oak Drive N	Cty Rd MM	2276 Oak Dr
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Crack Fill, Spray Patch, Wedge, Flex Patch, Centerline Striping

2022

Chipseal/Fog

Road	From	To
Ravine Drive	120th Ave	Village of Dresser Limits
250th St/86th Ave	Hwy 35	Termini
216th St/121st Ave	120th Ave	Termini
205th St	120th Ave	Termini
117th St	200th St	Termini

Scrub/Fog

100th Ave	248th St	Cty Rd S
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Pulverize/Repave (2.5")

70th Ave	Dwight Lane	Termini
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Crack Fill, Spray Patch, Wedge, Flex Patch, Centerline Striping

2023

Chipseal/Fog

Road	From	To
218th St	60th Ave	Cty Rd M

70th Ave/Nye Lane	218th St	Cty Rd M
82nd, 247th, 83rd	248th St	248th St
240th St	Hwy 35	100th
94th Ave	240th St	Termini Each Way
Big Lake Drive	Cty Rd K	Termini
210th St/120th Ave	Cty Rd F	208th St - Termini

Scrub/Fog

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Pulverize/Repave (2.5")

235th St	90th Ave	Termini
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Crack Fill, Spray Patch, Wedge, Flex Patch, Centerline Striping

2024

Chipseal/Fog

Road	From	To
90th Ave	Cty Rd M	210th St
90th Ave	210th St	200th St
60th Ave	240th St	220th St
120th Ave	Summit	210th St
205th St	120th Ave	Termini
121st Ave	216th St	Termini

Scrub/Fog

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Pulverize/Repave (2.5")

110th Ave	210th St	Cty Rd Y
200th St	110th Ave	120th Ave

Crack Fill, Spray Patch, Wedge, Flex Patch, Centerline Striping

2025

Chipseal/Fog

Road	From	To
110th Ave	210th St	200th St
248th St	Hwy 35	Roalroad Tracks
248th St	Hwy 35	100th Ave

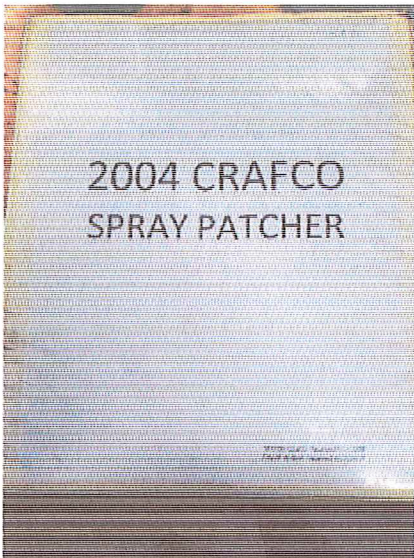
Scrub/Fog

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Pulverize/Repave (2.5")

Ravine Drive	120th Ave	Village of Dresser Limits

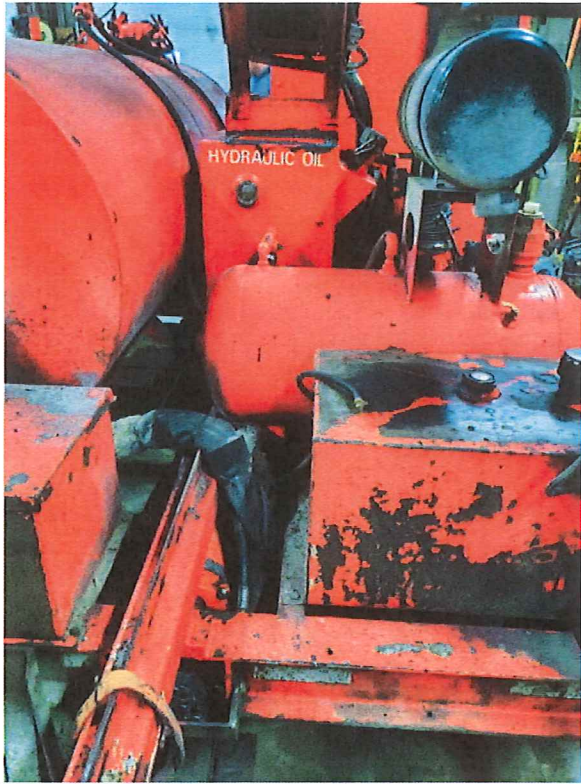
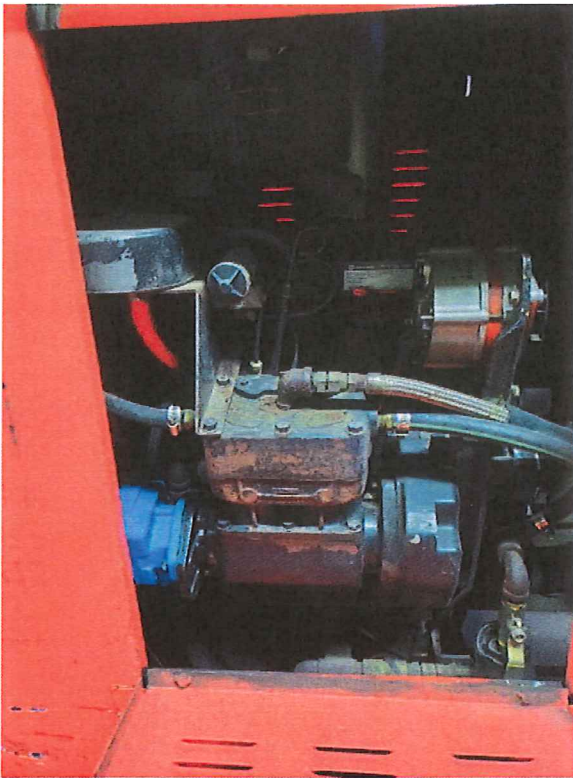
Crack Fill, Spray Patch, Wedge, Flex Patch, Centerline Striping



Originally purchased by St. Croix County 8-2-2004, then City of Hudson 4-22-2016

\$4,000 of maintenance was done on the patcher last fall: main auger, spray hoses







Clerk

From: Publicworks
Sent: Friday, February 4, 2022 7:46 AM
To: Clerk
Subject: FW: spray patchers

Hi. Dale ask me to send the spray patchers that I found for comparison to you for the board meeting.

Thanks. Todd

From: Publicworks
Sent: Wednesday, January 19, 2022 11:15 AM
To: Dale Lindh <townofosceoladalelindh@gmail.com>; Supervisor Gustafson <supervisororgustafson@townofosceola.com>
Subject: spray patchers

<https://www.bluepointsales.net/Inventory/?/listing/for-sale/205240451/2000-crafc0-magnum-towable-crack-sealers-asphalt-equipment?dlr=1&accountcrmid=7921095&settingscrmid=7921095>

<https://www.bluepointsales.net/Inventory/?/listing/for-sale/205042743/rosco-ra2000-asphalt-other-asphalt-equipment?dlr=1&accountcrmid=5049017&settingscrmid=7921095>

<https://www.pavingequipment.com/listing/for-sale/197584273/2008-duraco-durapatcher-125djt-asphalt-other-asphalt-equipment>

https://www.ebay.com/itm/144335292340?mkevt=1&mkcid=1&mkrid=711-53200-19255-0&campid=5338665450&customid=&toolid=10050&utm_source=machinio&utm_medium=referral

Hello these are some of them I had looked up for something to compare Hudson machine. We would need to fab our end gate for that machine as well as putting a pintle hitch and wiring on the international.

Thanks, Todd

2000 CRAFCO MAGNUM



USD \$5,500

Seller Information

Blue Point Sales & Metals
Las Vegas, Nevada 89102

Phone: (702) 323-7461

Contact: Byron Stubbs

Machine Location:

📍 4250 Hudson Rd.

Watkins, Colorado 80137



[Hide Thumbnails](#)

Description

Up for sale is a CRAFCO MAGNUM Spray Injection Patcher. Magnum Spray Injection Patcher is the only piece of pavement preservation equipment to be documented by every major trade publication, the U.S. Department of Transportation, and customers to be "better than hot patch" and "to have no equal".

FEATURES • Highest production in the industry • Best velocity control • Best aggregate control • Seven tons per hour production • Large work area (1,275 sq. ft./118 sq. meters) • Positive feed system • Precise emulsion control • Crafcro quality • Mobile • Two person crew. Please take a good look at the pictures and call with any questions.

Year	2000	Manufacturer	CRAFCO
Model	MAGNUM	Serial Number	OBL
Condition	Used	Stock Number	3049

26

Show As Paragraph

ROSCO RA2000



USD \$7,500

Seller Information

Blue Point Sales & Metals
Las Vegas, Nevada 89102

Phone: (702) 323-7461
Contact: Byron Stubbs

Machine Location:
📍 4250 Hudson Rd.
Watkins, Colorado 80137



[Hide Thumbnails](#)

Description

cylinder diesel engine. Single leg landing gear, Electric brakes, Tandem axle, ST225/75R15 tires. Please take a good look at the pictures and call with any questions.

28

Specifications

Manufacturer	ROSCO	Model	RA2000
Serial Number	40312	Condition	Used
Stock Number	3020		

Show As Paragraph

2008 DURACO DURAPATCHER 125DJT

29



USD \$19,500

Seller Information

BYRNE EQUIPMENT SALES

Craig, Colorado 81625

Phone: (970) 826-0051

Contact: John Byrne

Machine Location:

📍 2001 E Highway 40
Craig, Colorado 81625



[Hide Thumbnails](#)

Description

Year: 2008 Make: Duraco Model: 125DJT Dura Patch Asphalt Machine Engine: John Deere Diesel Hours: 121 showing S/N: 14473 Detail: 250 Gallon Tank, Pintle Hitch connection. Price: \$19500

Specifications

Year	2008	Manufacturer	DURACO
Model	DURAPATCHER 125DJT	Hours	121
Serial Number	14473	Condition	Used

[Show As Paragraph](#)

Clerk

From: Teresa Anderson <tanderson@msa-ps.com>
Sent: Friday, February 4, 2022 9:56 AM
To: Clerk; townofosceoladaleindh@gmail.com
Cc: Drew Lindh; Eric Barclay
Subject: MSA PASER Rating proposal
Attachments: MSA Proposal PASER Ratings 2022 0204.pdf

Hello:

Thank you for your time spent meeting with us this week regarding PASER ratings and potential road projects in the Town of Osceola.

Per our discussion, we've prepared a proposal to complete the roadway PASER ratings but have not included a culvert or sign inventory at this time. MSA will utilize GIS tools to efficiently document our inspections and will deliver the PASER rating data in formats (paper and digital) that do not require the Town to subscribe to ArcGIS at this time. GIS data will be preserved should the Town wish to use ArcGIS for asset management in the future.

If you have questions regarding the proposal, or any follow-up questions from our conversation, please don't hesitate to contact me.

Have a nice weekend!



Teresa Anderson, PE | Team Leader

MSA Professional Services, Inc.

100% Employee Owned

+1 (715) 304-0308





11 E Marshall Street
Suite 201
Rice Lake, WI 54868

P (715) 234-1009
TF (888) 869-1215
F (715) 318-6436

www.msa-ps.com

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2/3/2022

Dale Lindh, Town Chair
Town of Osceola, WI
516 E. Ave North
Dresser, Wisconsin 54009

Re: Town of Osceola WI PASER Inventory

Dear Mr. Lindh,

MSA is pleased to present this proposal for assisting the Town of Osceola, WI with collecting road ratings using a PASER inventory method. Enclosed you will find details and costs associated with this project.

Scope of Services

MSA will provide the following services as part of this potential project:

- Obtain most recent WISLR GIS information for the Town. MSA will contact the relevant agency and receive data in the format/style that the state database is derived from to maintain favorable uploading procedures.
- Prepare the data for use in a web environment to complete the pavement inspections. MSA plans to collect all inspections via mobile devices to expedite data entry and processing.
- Complete PASER inspections on all Town road segments with qualified MSA field staff, updating ratings for 2022.
- Prepare Town deliverables, including paper wall map with colorized road ratings by segment and digital file delivery.
- Information will be retained in the event the Town elects to obtain their own ArcGIS platform.

Estimated Fees

MSA is providing these services at an estimated cost of \$6,500. MSA will provide notice if any circumstances could cause fees to exceed this estimate, and will obtain permission to proceed.

Additional Services

MSA would like to offer assistance with developing and prioritizing a 5-year road maintenance plan leveraging the latest PASER data obtained through this project. Upon completion of this project, MSA can provide a price quote for these additional services.

Sincerely,
MSA Professional Services, Inc.

A handwritten signature in black ink, appearing to read 'Jeff Powell', written in a cursive style.

Jeff Powell,
GIS Solutions Architect
| +1 (612) 548-3123



Professional Services Agreement
MSA Project Number: R16054000.0

This AGREEMENT (Agreement) is made today 2/2/2022, by and between TOWN OF OSCEOLA WI (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Town of Osceola WI PASER Inventory

The scope of the work authorized is: see attached proposal

The schedule to perform the work is: Approximate Start Date: 2/15/2022
Approximate Completion Date: 4/1/2022

The estimated fee for the work is: \$6,500


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

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

TOWN OF OSCEOLA WI

MSA PROFESSIONAL SERVICES, INC.

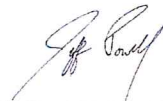
Dale Lindh
Town Chair
Date: _____



Teresa Anderson, P.E.
Team Leader
Date: 2/2/2022

516 E. Ave N
Dresser, WI 54009
Phone: 715-755-3060
Fax:

11 E Marshall St
Rice Lake, WI 54868
Phone: 715-234-1009
Fax:



Jeff Powell, GIS Solutions Architect
Date: 2/2/2022

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists.....	\$100 – \$150/hr.
Geographic Information Systems (GIS).....	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support	\$150 – \$170/hr.
Land Surveying	\$ 85 – \$170/hr.
Landscape Designers & Architects.....	\$ 85 – \$190/hr.
Municipal Advisor	\$150 – \$190/hr.
Planners.....	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$130 – \$170/hr.
Project Managers	\$135 – \$230/hr.
Real Estate Professionals	\$120 – \$130/hr.
Staff Engineers	\$ 65 – \$120/hr.
Technicians.....	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$40/hour
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

MSA PROFESSIONAL SERVICES, INC. (MSA) GENERAL TERMS AND CONDITIONS OF SERVICES - GIS

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

5. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

6. **Proprietary Information.** MSA Owns and retains all right, title and interest in and to the MSA Intellectual Property Information of MSA, and Owner owns and retains all right, title and interest in and to the Owner Data and Proprietary Information of Owner.

7. **Owner Data.** Owner assumes full responsibility for the accuracy and quality of the Owner Data provided, stored or transmitted, and the use of such Owner Data, including the results obtained therefrom.

8. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

9.. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

10. **Indemnification.** . To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by infringement of any patent, copyright, trade secret, or other intellectual property right by any Deliverables or any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by Customer's misuse of the Deliverables or any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

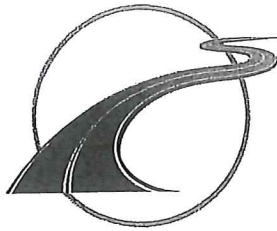
11. **Non-Solicitation** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement, each party agrees that without the other party's consent it shall not either directly or indirectly solicit, recruit or hire as an employee, consultant, or independent contractor, any personnel of the other party; provided however that nothing herein shall preclude the hiring party from hiring or retaining any individual who is hired solely as a result of the use of a general solicitation (such as an advertisement) not specifically directed to

the individual. Remedy for any violation of this provision shall be liquidated damages in the amount equal to 50% of the employee's annual salary, including bonuses currently in effect for the employee. The parties agree that any damages from the breach of this provision would be difficult to determine and that the remedy set forth herein is a reasonable estimate of such damages.

12. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

13. **Jurisdiction and Venue.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Polk County, Wisconsin, or any county in which MSA has an office.

14. **Understanding.** . This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



Delmore Consulting

Comprehensive Road Management Services

January 3, 2022

Town of Osceola - Polk County

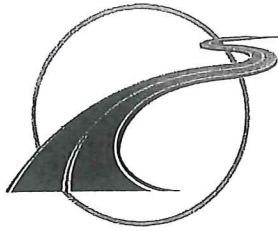
OBJECTIVE

Develop a database and interactive map of the Town's current road system to include the current road system inventory, road surface condition ratings (PASER), culvert inventory and sign inventory. This information will be gathered and compiled into a portfolio as both an electronic database and a written report. All information collected and presented will become property of the Town

SCOPE OF SERVICES

1. **Road Surface Condition Report and Mapping**
 - A. Evaluate current road surface conditions
 - B. Measure and verify each section of Road
 - C. Rate all Road sections using the PASER system
 - D. Make corrections to section data in WISLR system with Wisconsin DOT
 - E. Update Road Maintenance completed in WISLR system with WisDOT
 - F. Color coded mapping of each section of road based on its individual PASER rating score

2. **Traffic Sign and Road Name Sign Inventory and Mapping**
 - A. Enter each individual sign and post into an electronic database, noting condition of both
 - B. Record the GPS coordinates for each sign
 - C. Record a digital photo of each sign
 - D. Create an interactive map with all of the inventoried signs



Delmore Consulting

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Comprehensive Road Management Services

3. Culvert Assessment, Inventory and Mapping

- A. Assess each individual culvert's condition, size, material type, water flow direction and blockage into an electronic database
- B. Locate buried culverts
- C. Record the GPS coordinates for each culvert
- D. Prepare an interactive town map with all of the inventoried culverts by condition rating

BENEFITS

When the portfolio is completed, the Town of Osceola will have a tangible database with an interactive map and written report. The information gathered will provide the Town with the information needed to help determine short and long term goals. In addition, the portfolio will provide the Town of Osceola with an accurate depiction of their current road system including conditions, culverts and signs.

DELMORE CONSULTING 2021 PASER RATING SERVICE AGREEMENT

Town: Osceola

County: Polk

PASER Rating

- A. Ensure the Town of Osceola meets WisDOT PASER reporting compliance.
- B. Physically drive every mile of road.
- C. Assign each section of road a PASER rating based on the surface condition.
- D. Log into the WisDOT website, WISLR, to input the road section ratings.
- E. Results spreadsheet and PASER rating submittal confirmation will be provided to the Town Chair and Clerk

COST OF SERVICES FOR 2021

1 – PASER Rating Service = \$2,500.00

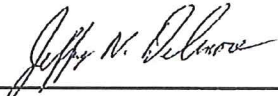
***Payment Terms:**

Due upon acceptance of proposal

Acceptance of Proposal



 Town of Osceola - Authorized Signature
 DALE LINDH



 Delmore Consulting, LLC - Authorized Signature

12.6.2021

 Date

Nov 2, 2021

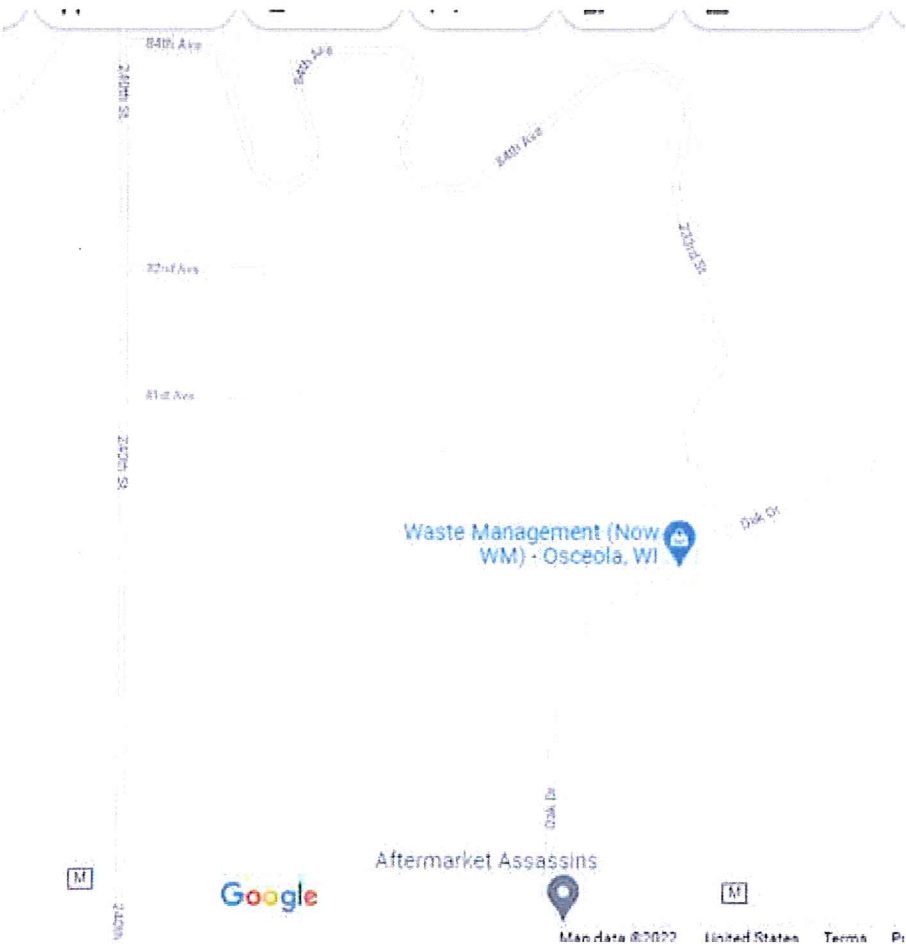
 Date

Clerk

From: Robert Zuzek <robertz@lakelandteamcom.onmicrosoft.com>
Sent: Tuesday, February 1, 2022 5:18 PM
To: Clerk
Subject: RE: Broadband Grant
Attachments: Town of Osceola Letter of Support.pdf

We will need the township to draft an in-kind support and financial support letter similar to the one they had provided us last time. We are also adding an additional area shown below that we will be planning to extend to within Osceola Township. I have attached a copy of the letter that we received, and later turned in with our grant application. With the newer area the requested matching will be closer to \$20,000 to \$40,000 more than the original \$80,000. It will also pass an additional 50 more homes plus. We are still working on the total cost of the extra build.

We can talk to this.



Thanks
 RZ

TOWN OF OSCEOLA

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Polk County, Wisconsin

July 20, 2021

RE: Lakeland Communications Group, LLC Broadband Expansion Grant into the Town of Osceola

The Town of Osceola Board of Supervisors fully supports the Lakeland Communications Group, LLC application for the Public Service Commission (PSC) Broadband Expansion Grant.

The Town of Osceola is an important community along the St. Croix National River in Polk County, Wisconsin that connects people to the Minnesota Twin Cities metropolitan area. We have a diverse community comprised of nurses, teachers, social workers, police officers and farmers to name a few. Our community's health, safety, education, and food security all rely upon our communication and wire-line infrastructure.

In the last year, there has been a significant shift towards home base employment, education, and business. Our existing wire-based infrastructure is woefully inadequate. Residents have been refused service by our regional provider because the existing system is beyond serviceable capacity. This is not a new phenomenon; residents have been coming to town meetings for several years, lobbying for better service within our community.

Most notably there is a significant need for improved internet service in the proposal area specified in the grant which is south of County Road M. This project will go south on 240th Street, go West across the southern town border at 60th Avenue and then East to the town line.

A July 2021 grassroots survey yielded staggering results. For download speeds, only one solitary residence out of 110 received speeds over the 25 Mbps Federal baseline thresholds. 95% (60/63) of our households received speeds below 11Mbps. 32% (20/63) of our households received speeds below 1Mbps.

Upload speeds were even worse. In this case, not a single household met the federal threshold of 3Mbps. Only one home documented speeds over 2Mbps. 92% (58/63) of the household fell at or below 1Mbps. 65% (41/63) of household fall below .5Mbps.

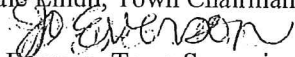
The Town of Osceola passed a motion at our July 6, 2021, meeting to contribute 10% of the total cost for the Town of Osceola expansion of broadband fiber network, up to \$80,000.00 contingent upon Lakeland Communications Group, LLC receiving the PSC grant and fulfilling the installation within our town, as described in above paragraph, by December 2024.


The town is also open to discussions about using some our ARPA Local Recovery Funds to potentially offer a stipend for residents to connect their home to any fiber optic network

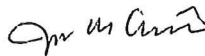
The Town of Osceola Board of Supervisors encourages the Public Service Commission to give serious consideration to the grant application submitted by Lakeland Communications Group, LLC.

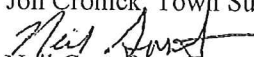
Sincerely,


Dale Lindh, Town Chairman


Jo Everson, Town Supervisor


Mike Wallis, Town Supervisor


Jon Cronick, Town Supervisor


Neil Gustafson, Town Supervisor