

**TOWN OF OSCEOLA
TOWN BOARD OF SUPERVISORS
REGULAR BOARD MEETING
Monday, December 5, 2022 – 6:30 P.M.
Town Hall - 516 East Avenue North, Dresser WI
Virtual - Open Meeting via Microsoft Teams
To join via Teams: See Meetings, Notices/Agendas on www.townofosceola.com
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 *1-12*
6. Acceptance of Proposed Agenda
7. Approval of Minutes of Previous Meetings: 11/1/2022 (Special Town Bd. Mtg. and Regular Town Bd. Mtg.), 11/10/2022 (Special Town Bd. Mtg.), and 11/14/2022 (Public Budget Hearing, Special Town Mtg., and Special Town Bd. Mtg.) *13-25*
8. Public Comment
9. Public Works Report *26*
10. Treasurer's Report *27-32*
11. Clerk's Report *33*
12. Old Business
 - a) Consider Next Steps Toward Possible Appointments for Vacant Town Board Supervisor Positions
 - b) Consider Dwight Lake Boat Landing Improvements
 - c) Consider Review of Town's Ordinances *34-39*
13. New Business
 - a) Consider Steffen Minor Subdivision of Parcel 042-01177-0000 *40-47*
 - b) Consider Transferring Capital Highway Equipment Money to Money Market Account
 - c) Consider Purchase of Highway Equipment *48-52*
 - d) Consider Resolution 22-12-01 Amending the 2022 Budget *53-54*
 - e) Consider Clifton/Larson/Allen(CLA) 2022 Financial Audit Proposal
 - f) Consider 2022-2023 Operator Licenses (New) *55*
14. Chair's Report
15. Supervisors' Reports
 - Jon Cronick: Supervisor and Plan Commission Update, including 11/22/22 minutes *56-58*
 - Debbie Thompson
16. Committee Reports: Consideration/Review/Discussion
 - Finance
 - Media & Technology
 - Personnel: Discussion and Review of Employee Handbook *59-94*
 - Public Works
17. Request for Future Meeting Agenda Items
18. Next Plan Commission Meeting – December 20 or 27, 2022
19. Next Town Board Meeting – Tues., January 3, 2023
20. Community Meetings Board Members Attend: None scheduled at this time
21. 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 National Community Bank, the Town Web Site, and the Town Facebook site.

/s/ Denise Skjerven, Clerk

TOWN OF OSCEOLA

Check Detail

November 2022

Type	Date	Num	Name	Account	Original Amount
Check	11/04/2022	ACH	We Energies	MidWest One Checking Account	-16.62
TOTAL			Gas Utilities		16.62
					16.62
Check	11/04/2022	ACH	Verizon	MidWest One Checking Account	-78.67
TOTAL			PW Cell Phone		78.67
					78.67
Check	11/14/2022	ACH	Charter Communications	MidWest One Checking Account	-139.98
TOTAL			Telephone/Internet		139.98
					139.98
Check	11/14/2022	ACH	Xcel Energy	MidWest One Checking Account	-106.56
TOTAL			Electric Utilities		106.56
					106.56
Check	11/14/2022	ACH	Quill Corporation	MidWest One Checking Account	-91.98
TOTAL			Office Supplies		91.98
					91.98
Check	11/14/2022	ACH	Walmart	MidWest One Checking Account	-54.27
TOTAL			Office Supplies		3.48
			Office Supplies		43.82
			Supplies		6.97
					54.27

TOWN OF OSCEOLA Check Detail

November 2022

Type	Date	Num	Name	Account	Original Amount
Liability Check	11/15/2022	ACH	IRS	MidWest One Checking Account	-3,285.84
				2100 · Payroll Liabilities	1,187.00
				2100 · Payroll Liabilities	850.51
				2100 · Payroll Liabilities	850.51
				2100 · Payroll Liabilities	198.91
				2100 · Payroll Liabilities	198.91
TOTAL					3,285.84
Check	11/16/2022	ACH	Kwik Trip	MidWest One Checking Account	-560.76
TOTAL				Fuel	560.76
					560.76
Liability Check	11/17/2022	ACH	AFLAC	MidWest One Checking Account	-197.52
				Short Term Disability	71.76
				Short Term Disability	125.76
					197.52
TOTAL					-197.52
Check	11/17/2022	ACH	amazon	MidWest One Checking Account	-9.46
TOTAL				Office Supplies	9.46
					9.46
Check	11/17/2022	ACH	amazon	MidWest One Checking Account	-158.24
TOTAL				Supplies	158.24
					158.24
Check	11/25/2022	ACH	MidWest One Bank	MidWest One Checking Account	-93.90
				Equipment Repairs & Maintenance	93.90
					93.90

TOWN OF OSCEOLA

Check Detail

November 2022

Type	Date	Num	Name	Account	Original Amount
TOTAL					93.90
Check	11/25/2022	ACH	WI Dept of Justice	MidWest One Checking Account	-7.00
TOTAL				Other/Background Checks	7.00
Check	11/26/2022	ACH	amazon	MidWest One Checking Account	-382.62
TOTAL				Supplies	382.62
Liability Check	11/30/2022	ACH	Wisconsin Retirement System	MidWest One Checking Account	-1,302.72
TOTAL				2100 - Payroll Liabilities	651.36
				2100 - Payroll Liabilities	517.36
				2100 - Payroll Liabilities	134.00
					1,302.72
Liability Check	11/30/2022	ACH	Wisconsin Dept of Revenue	MidWest One Checking Account	-400.19
TOTAL				2100 - Payroll Liabilities	400.19
					400.19
Check	11/30/2022	ACH	E. O. Johnson Co.	MidWest One Checking Account	-125.00
TOTAL				Office Supplies	125.00
					125.00
Paycheck	11/11/2022	18463	Carlson, Janice	MidWest One Checking Account	-572.73
				Treasurer Wages	715.84

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TOWN OF OSCEOLA
Check Detail

November 2022

Type	Date	Num	Name	Account	Original Amount
TOTAL					572.73
Paycheck	11/11/2022	18464	Gaffney, Joseph J	MidWest One Checking Account	-1,159.23
TOTAL				Full-Time PW Wages (Wages for Full Time Employ	1,600.00
				Full Time PW OT Wages (Wages paid at 1.5 for O	5.70
					1,159.23
Paycheck	11/11/2022	18465	Raddatz, Todd A	MidWest One Checking Account	-1,582.48
TOTAL				Supervisor PW Wages	800.16
				Supervisor PW Wages	1,119.84
				Supervisor PW Wages	461.54
					1,582.48
Paycheck	11/11/2022	18466	Skjerven, Denise K	MidWest One Checking Account	-991.73
TOTAL				Clerk Wages	1,341.68
					991.73
Paycheck	11/09/2022	18467	Brundage, James G	MidWest One Checking Account	-38.76
TOTAL				Wages	38.76
					38.76
Paycheck	11/09/2022	18468	Carlson, Trishia K	MidWest One Checking Account	-6.10
TOTAL				Wages	16.10
					6.10
Paycheck	11/09/2022	18469	Thorman, Cynthia	MidWest One Checking Account	-60.95
TOTAL				Wages	66.00
					66.00

TOWN OF OSCEOLA

Check Detail

November 2022

Type	Date	Num	Name	Account	Original Amount
TOTAL				Payroll Expenses	4.09 60.95
Paycheck	11/09/2022	18470	Wallis, Terilyn K	MidWest One Checking Account	-73.95
TOTAL				Wages	73.95 73.95
Check	11/09/2022	18471	ABT Mailcom	MidWest One Checking Account	-1,100.00
TOTAL				Postage	1,100.00 1,100.00
Check	11/14/2022	18472	Sun, The	MidWest One Checking Account	-78.20
TOTAL				Publications	78.20 78.20
Paycheck	11/25/2022	18473	Carlson, Janice	MidWest One Checking Account	-572.73
TOTAL				Treasurer Wages	715.84 572.73
Paycheck	11/25/2022	18474	Gaffney, Joseph J	MidWest One Checking Account	-1,154.69
TOTAL				Full-Time PW Wages (Wages for Full Time Employ Supervisor PW Wages	1,323.00 277.00 1,154.69
Paycheck	11/25/2022	18475	Raddatz, Todd A	MidWest One Checking Account	-1,586.66
TOTAL				Supervisor PW Wages Supervisor PW Wages	1,920.00 6.48

TOWN OF OSCEOLA

Check Detail

November 2022

Type	Date	Num	Name	Account	Original Amount
TOTAL				Supervisor PW Wages	461.54 1,586.66
Paycheck	11/25/2022	18476	Skjerven, Denise K	MidWest One Checking Account	-917.37
TOTAL				Clerk Wages	1,237.65 917.37
Paycheck	11/25/2022	18477	Bottolfson, Charlotte M	MidWest One Checking Account	-72.22
TOTAL				Wages	72.22 72.22
Paycheck	11/25/2022	18478	Brundage, James G	MidWest One Checking Account	-81.65
TOTAL				Wages	81.65 81.65
Paycheck	11/25/2022	18479	Carlson, Trishia K	MidWest One Checking Account	-198.84
TOTAL				Wages	208.84 198.84
Paycheck	11/25/2022	18480	Conway, Janet I	MidWest One Checking Account	-109.25
TOTAL				Wages	109.25 109.25
Paycheck	11/25/2022	18481	Gallagher, Sara L	MidWest One Checking Account	-97.18
TOTAL				Wages	97.18 97.18



TOWN OF OSCEOLA
Check Detail

November 2022

Type	Date	Num	Name	Account	Original Amount
Paycheck	11/25/2022	18482	Heidelberger, Cynthia S	MidWest One Checking Account	-109.37
TOTAL			Wages		109.37
					109.37
Paycheck	11/25/2022	18483	Kotilinek, Cherie A.	MidWest One Checking Account	-107.53
TOTAL			Wages		107.53
					107.53
Paycheck	11/25/2022	18484	Lueck, Jane A	MidWest One Checking Account	-94.65
TOTAL			Wages		94.65
					94.65
Paycheck	11/25/2022	18485	Pieper I, Emmy	MidWest One Checking Account	-82.57
TOTAL			Wages		82.57
					82.57
Paycheck	11/25/2022	18486	Pieper I, Gerald	MidWest One Checking Account	-82.92
TOTAL			Wages		82.92
					82.92
Paycheck	11/25/2022	18487	Rochford, Jeanette M	MidWest One Checking Account	-94.42
TOTAL			Wages		94.42
					94.42
Paycheck	11/25/2022	18488	Shobe, Bryan N.	MidWest One Checking Account	-96.72
TOTAL			Wages		96.72
					96.72

TOWN OF OSCEOLA

Check Detail

November 2022

Type	Date	Num	Name	Account	Original Amount
TOTAL					96.72
Paycheck	11/25/2022	18489	Shobe, Stephanie A	MidWest One Checking Account	-161.00
TOTAL				Wages	161.00
					161.00
Paycheck	11/25/2022	18490	Thorman, Cynthia	MidWest One Checking Account	-211.84
TOTAL				Wages	229.38
					211.84
Paycheck	11/25/2022	18491	Wahlstrom, Christine	MidWest One Checking Account	-197.23
TOTAL				Wages	197.23
					197.23
Paycheck	11/25/2022	18492	Wahlstrom, Douglas	MidWest One Checking Account	-95.22
TOTAL				Wages	95.22
					95.22
Paycheck	11/25/2022	18493	Wallis, Terilyn K	MidWest One Checking Account	-178.02
TOTAL				Wages	178.02
					178.02
Paycheck	11/25/2022	18494	Yost, Carolyn E	MidWest One Checking Account	-83.72
TOTAL				Wages	83.72
					83.72
Check	11/25/2022	18495	Bakke Norman S.C	MidWest One Checking Account	-712.25



TOWN OF OSCEOLA
Check Detail

November 2022

Type	Date	Num	Name	Account	Original Amount
TOTAL				Municipal Attorney Fees	712.25
					<u>712.25</u>
Check	11/25/2022	18496	Bill's Ace Hardware	MidWest One Checking Account	-507.37
TOTAL				Capital Highway Equipment	479.00
				Garage Expenses	28.37
					<u>507.37</u>
Check	11/25/2022	18497	Bluestone Sand & Gravel	MidWest One Checking Account	-744.03
TOTAL				Road Maintenance & Repair	194.53
				Road Maintenance & Repair	180.14
				Road Maintenance & Repair	183.73
				Road Maintenance & Repair	185.63
					<u>744.03</u>
Check	11/25/2022	18498	CWS Security	MidWest One Checking Account	-101.85
TOTAL				Bldg Repairs & Maint	101.85
					<u>101.85</u>
Check	11/25/2022	18499	Meyer Sales Company, INC.	MidWest One Checking Account	-4,307.49
TOTAL				Equipment Repairs & Maintenance	4,307.49
					<u>4,307.49</u>
Check	11/25/2022	18500	Bellin Health	MidWest One Checking Account	-40.00
TOTAL				Garage Expenses	40.00
					<u>40.00</u>

TOWN OF OSCEOLA
Check Detail

November 2022

Type	Date	Num	Name	Account	Original Amount
Check	11/25/2022	18501	Midwest Machinery Co	MidWest One Checking Account	-114.78
TOTAL					45.58
					69.20
					114.78
Check	11/25/2022	18502	Osceola Medical Center	MidWest One Checking Account	-30.00
TOTAL					30.00
					30.00
Check	11/25/2022	18503	Polk County Clerk	MidWest One Checking Account	-2,498.82
TOTAL					2,498.82
					2,498.82
Check	11/25/2022	18504	Strom, Ron	MidWest One Checking Account	-108.00
TOTAL					108.00
					108.00
Check	11/25/2022	18505	Waterman Sanitation	MidWest One Checking Account	-100.00
TOTAL					100.00
					100.00
Check	11/25/2022	18506	Redlich, Larry	MidWest One Checking Account	-408.00
TOTAL					408.00
					408.00
Check	11/28/2022	18507	Polk County Treasurer	MidWest One Checking Account	-40.00

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TOWN OF OSCEOLA
Check Detail

November 2022

Type	Date	Num	Name	Account	Original Amount
TOTAL				Property Taxes	40.00
					40.00
Check	11/28/2022	18508	Connecting Point	MidWest One Checking Account	-546.50
				Website & Computer Expenses	474.50
				Computer/Emails	42.00
				Computer/Email	30.00
TOTAL					546.50
Check	11/28/2022	18509	Dresser Water & Sewer Utilities	MidWest One Checking Account	-77.58
				Water & Sewer Utilities	77.58
TOTAL					77.58
Check	11/28/2022	18510	Hall, Darel	MidWest One Checking Account	-111.26
				Animal Warden Wages	35.00
				Mileage & Expenses	26.88
				Animal Warden Wages	30.00
				Mileage & Expenses	19.38
TOTAL					111.26
Check	11/28/2022	18511	Menards - St. Croix Falls	MidWest One Checking Account	-531.21
				Capital Highway Equipment	479.00
				Garage Expenses	34.93
				Garage Expenses	17.28
TOTAL					531.21
Check	11/28/2022	18512	Rural Mutual Insurance	MidWest One Checking Account	-78.00
				Insurance	78.00

TOWN OF OSCEOLA
Check Detail

November 2022

Type	Date	Num	Name	Account	Original Amount
TOTAL					78.00
Check	11/28/2022	18513	Sun, The	MidWest One Checking Account	-107.25
TOTAL					107.25
				Publications	107.25
Check	11/28/2022	18514	Brothers Country Mart LLC	MidWest One Checking Account	-691.19
TOTAL					164.00
				Fuel	220.00
				Fuel	150.00
				Fuel	157.19
TOTAL					691.19
Check	11/28/2022	18515	Dresser Food & Liquor Inc.	MidWest One Checking Account	-612.62
TOTAL					285.00
				Fuel	166.07
				Fuel	161.55
TOTAL					612.62
Check	11/28/2022	18516	Dresser Trap Rock, Co.	MidWest One Checking Account	-4,334.95
TOTAL					4,334.95
				Road Maintenance & Repair	4,334.95
Check	11/28/2022	18517	Polk County Clerk	MidWest One Checking Account	-72.50
TOTAL					72.50
				Dog License to County	72.50

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TOWN OF OSCEOLA
BOARD OF SUPERVISORS
SPECIAL TOWN BOARD MEETING
Tuesday, November 1, 2022 — 5:00 p.m.
Meeting Minutes

The Board of Supervisors of the Town of Osceola met for a Special Town Board meeting Tuesday, November 1, 2022, at 5:00 p.m. at the Osceola Town Hall, Dresser, Wisconsin.

CALL TO ORDER: Chair Lindh called the Special Town Board meeting to order at 5:10 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, and the Town Web Site.

PRESENT: Chair Lindh, Supervisors Cronick and Thompson

PUBLIC ATTENDEES: Clerk Skjerven, Treasurer Carlson. There were no virtual attendees.

ACCEPTANCE OF PROPOSED AGENDA

MOTION BY CRONICK/THOMPSON TO APPROVE THE AGENDA AS NOTED. MOTION CARRIED.

NEW BUSINESS

CONSIDER DISCUSSION AND REVIEW OF EMPLOYEE HANDBOOK

Chair Lindh indicated the Board would be going through and discussing updates to the Town's Employee Handbook, which includes current and future employee benefits. Proposed changes were discussed for the sections covered during the meeting. The Board proposed another meeting be scheduled for 5:00 p.m. on Monday, December 5th.

ADJOURN

MOTION BY THOMPSON/CRONICK TO ADJOURN THE SPECIAL TOWN BOARD MEETING TUESDAY, NOVEMBER 1, 2022. MOTION CARRIED. The meeting adjourned at 6:15 p.m.

To be approved: December 5, 2022

Approved: _____

Denise Skjerven, Town Clerk

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TOWN OF OSCEOLA
BOARD OF SUPERVISORS MEETING
Tuesday, November 1, 2022 — 6:30 p.m.

Meeting Minutes

The Board of Supervisors of the Town of Osceola met for a regular monthly meeting Tuesday, November 1, 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 6:32 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, and the Town Web Site.

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

PRESENT: Chair Lindh, Supervisors Cronick and Thompson

PUBLIC ATTENDEES: Clerk Skjerven, Treasurer Carlson, Public Works Supervisor Raddatz, Ed Everson, Merle and Dianne Aarthun, Cindy Thorman, Mark Skjerven, Sandy Ball, and Bob Wright. There were three virtual attendees.

CHECK PRESENTATION AND APPROVAL OF BILLS

A packet of check detail was provided at the meeting by Treasurer Carlson.

MOTION BY CRONICK/THOMPSON TO APPROVE THE TREASURER'S LIST OF CHECKS AND AUTOMATED PAYMENTS NUMBERS 18423 THROUGH 18462 TOTALLING \$46,081.57 AS PRESENTED. MOTION CARRIED.

ACCEPTANCE OF PROPOSED AGENDA

MOTION BY THOMPSON/CRONICK TO APPROVE THE AGENDA AS NOTED. MOTION CARRIED.

MEETING MINUTES

MOTION BY CRONICK/THOMPSON TO APPROVE THE 10/3/2022 REGULAR TOWN BOARD MEETING MINUTES, THE 10/17/2022 SPECIAL TOWN BOARD MEETING, AND THE 10/18/2022 BUDGET WORKSHOP MEETING MINUTES. MOTION CARRIED.

PUBLIC COMMENT

There was no public comment.

PUBLIC WORKS REPORT

Raddatz gave a detailed report of work efforts done throughout October, which included:

- Extending the culverton 70th and repairing the shoulders;
- Repaired a shoulder on Poplar Lake that was washing out;
- Cleaned out debris from beaver dam (just before County Highway K/60th Ave.);
- Picked up couplers for extending culvert and signs;
- Extended culvert on 90th and 210th and repaired shoulder;

- Located new source for gravel for shoulder roads (from the old Polk County Highway Department pit);
- Completed putting up all fire numbers;
- Cleaned up brush from downed trees;
- Cleaned up and put away spray patcher;
- Put hydraulic cylinder back in grader wing arm and mounted the wing;
- Checked sanders and mounted them on the trucks;
- Graded gravel roads as much as possible even with very little rain lately;
- Installed new tires on the International truck;
- Removed boat docks from lakes;
- Put together hours and pictures for 90th culvert reimbursement paper work;
- Working on the 2023 and five-year road plan;
- Starting to haul salt and sand for upcoming winter season;
- Continuing to mow ditches as much as possible with other higher-priority work efforts going on;
- Brought International truck to Cameron to have the transmission looked at;
- Removed garbage cans and porta potty units from the boat landings

Raddatz has ideas on how to potentially save on chip sealing road work costs for 2023, such as Raddatz making preliminary contact with Polk County Public Works for potentially renting out Polk County's Public Works' services to use. Raddatz is also working on compiling a list of roads to have spray patching done, and will be meeting more with the Public Works Committee to discuss potential 2023 road paving projects, and making sure any needed culvert work is planned for and completed before any work on the applicable road(s).

TREASURER'S REPORT

Treasurer Carlson went over the Town's current bank balances from MidwestOne as of November 1, 2022: General Fund \$22,504.82; General Money Market Account \$175,329.36; Tax Receipt Account \$237,701.74; Dresser Traprock Assurance \$15,062.97; ARPA \$290,503.72; and Public Works Capital \$50,290.42. All Town account balances at Royal Credit Union have been moved to MidwestOne.

Carlson also shared with the Board the latest Profit and Loss Budget vs. Actual report through November 1st. Carlson identified for the Board those items/sections of interest which were highlighted on the shared report.

Carlson is working on preparing for the Public Hearing on the Budget scheduled for Monday, November 14th at 6:30 p.m.

MOTION BY THOMPSON/CRONICK 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 October, involving: Drafting of one ordinance (to adopt the Wisconsin Municipal Records Schedule); dissemination of one building permit (for new construction), alone with one driveway permit; there were three meetings held during October.

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Skjerven received six public records requests, had published one ad relating to voting by absentee ballot (which was a shared ad with three other neighboring towns), made updates to the Town's website to the Board Committee and Board member information, meeting notices and minutes, and posted for elections the 'voting by absentee ballot' information. Skjerven continues to get requests for burning permits (there were 83 requests as of the end of October). Related to elections, Skjerven is preparing for the November General Election: poll books and the election-day bag of materials were picked up from the Polk County Deputy Clerk, posting of one notice, prepared poll workers for the election day work schedule, preparing for the public test of voting equipment, distributed(ing) absentee ballots (via mail and/or in-person): thus far 168 absentee ballots; Skjerven tracks the return of them, keeps the Absentee Ballot Log updated; sets up new voter registrations that come in.

Skjerven also pointed out to the Board that Polk County has updated/revamped the Polk County website, and currently the 'Town Officials' contact information for the Town of Osceola is missing from the page area. Polk County will be working to get the Town's contact information re-inserted onto that page area as quickly as possible.

Skjerven informed the Board she is preparing to have posted by mid-November the "Type A" Notice of the Spring 2023 Election (April 4, 2023) which informs the public of the Town Board offices to be elected to succeed the present listed incumbents.

OLD BUSINESS

CONSIDER DWIGHT LAKE BOAT LANDING IMPROVEMENTS

Supervisor Cronick mentioned three options for replacing the Dwight Lake boat landing had been received from Polk County Land & Water Resources Department. The proposals varied from replacement of four panels (minimum) or five panels, to five panels including replacement of native vegetation planting, with pricing estimates ranging from \$12,660.00 to \$17,270.00. The 2023 Town budget includes \$15,000.00 for this project. Four panels would extend the current boat landing by nearly double the current size, and five panels would bring the landing out to approximately the length of the dock. Cronick will ask Polk County Land & Water what is the timing needed by the Town Board to decide and approve the preferred option, which option they prefer, what other resources may be needed from the Town, and to confirm the anticipated construction completion would be Summer of 2023.

CONSIDER ROAD STRIPING STANDARDS

Chair Lindh shared with the Board an updated Town Road map showing road line striping per the recommendations by WIDOT: (1) 210th St.; (2) 240th St.; (3) 248th St.; and (4) Education Ave., along with Town recommendations to include (5) 90th Ave. and (6) Oak Drive. Consideration was discussed to also stripe 240th St. south of M potentially; a further review of traffic will be done by the Public Works staff.

CONSIDER REVIEW OF TOWN ORDINANCES

The Town received a revised Statement of Work(proposal) from CivicPlus for providing recodification services to the Town for the Town's ordinances with an update to the expiration of the proposal to December 17th 2022. The Town has budgeted in 2023 for one-half of the estimated costs (\$4,475) and the other one-half would be budgeted in 2024 (to also include the annual charges). The outcome of the Town Public Budget Hearing will aid to determine next steps.

CONSIDER RECORD RETENTION PROJECT

Skjerven shared with the Board a reminder of the background information on how the Wisconsin Municipal and Related Records General Records Schedule (GRS) produced and provided by the Public Records Board (dated August 27, 2018) could be considered for utilization within the Town as a consistent method for retention and disposition of Town records, including completion of the Notification of General Schedules Adoption form provided by the Public Records Board to submit to State Archivist as 'Step 1' to indicate the Town's requests to opt in to the entire General Records Schedule. Skjerven also shared with the Board a draft of the potential Ordinance to use to adopt the Wisconsin Municipal Records Schedule, and drafts of potential changes to the Chapter 3 Finance and Taxation Ordinance—primarily relating to Public Access to Records, and Destruction of Records.

MOTION BY LINDH/THOMPSON TO APPLY FOR THE NOTIFICATION OF GENERAL RECORDS SCHEDULE ADOPTION WITH THE STATE ARCHIVIST. MOTION CARRIED.

NEW BUSINESS

CONSIDER REVIEW OF FIVE-YEAR ROAD IMPROVEMENT PLAN

Chair Lindh shared with the Board the current working version of the proposed five-year road improvement plan being put together by Public Works Supervisor Raddatz, which is needed for inclusion in a grant submission for 2023: primarily to include the work to pulverize and repave 70th Avenue, from 210th Avenue to CTH M. Raddatz will also continue to draft updates to the five-year road improvement plan to present to the Board.

MOTION BY CRONICK/THOMPSON TO APPROVE THE FIVE-YEAR ROAD IMPROVEMENT PLAN WITH AN UNDERSTANDING WHEN DOING THE CHIPSEAL/FOG WORK THAT REPAINTING/STRIPING WILL ALSO BE NEEDED IF THE ROAD WAS INTENDED TO BE STRIPED. MOTION CARRIED.

Carlson will proceed with applying for the Local Road Improvement Program (LRIP) grant.

CONSIDER INCLUSION OF THE TOWN TAX LETTER COMMUNICATIONS ORDINANCE NO. 18-04-04: SNOW & DEBRIS REMOVAL FROM PUBLIC ROADS AND ROAD RIGHT OF WAYS

Skjerven reminded the Board about this topic that was brought up late in the 2021 Winter season to remind Town residents of this Ordinance which indicates that putting snow in the Town road and/or road right of way by a resident's property is not allowed.

Carlson pointed out there would be an additional estimated cost of \$300.00 that the external mailing services provider would charge for inclusion of this communications in the tax letter mailing. A decision would need to be made by the week of the 14th of November so Carlson can accordingly inform the mailing services provider.

MOTION BY THOMPSON/CRONICK TO INCLUDE A REMINDER INSERTION OF ORDINANCE NO. 18-04-04 REGARDING SNOW AND DEBRIS REMOVAL FROM PUBLIC ROAD AND ROAD RIGHT OF WAYS IN THE TOWN'S TAX LETTER MAILING. MOTION CARRIED.

CHAIR'S REPORT

Nothing further to report.

SUPERVISOR'S REPORT/CRONICK (including Plan Commission update)

There was a Fire Board meeting this past month where it was communicated there are two new firefighters on the department.

The Plan Commission met on October 25th and they are reviewing the Comprehensive Plan and discussion the possibility of having a survey done with Town residents.

SUPERVISOR'S REPORT/THOMPSON

Thompson expressed a desire to re-visit the vacant Town Board Supervisor positions regarding the delay in not filling them until the April 2023 election.

COMMITTEE REPORTS: CONSIDERATION/REVIEW/DISCUSSION

Finance: Cronick indicated the Committee had met to prepare the budget, and the Board held the Budget Workshop. In Cronick's view, the Town's budget looks like it may be acceptable for 2023 and 2024 due to ARPA funds being available; and, starting in 2025 the budget could get tighter. Preparations are underway for the upcoming Town Public Budget Hearing scheduled for Monday, November 14th.

Media & Technology: Nothing to report. Thompson indicated a desire to discuss further with Treasurer Carlson the sound issues being experienced with virtual meetings.

Personnel Committee: There was a Special Town Board Meeting held on November 1st to discuss changes to the Town's Employee Handbook. The Board would like to regroup to discuss the latest updated version of the Employee Handbook and to continue making potential changes. A meeting date and time was tentatively agreed to for meeting on Monday, December 5th, 5:00 p.m. (prior to the December Town Board meeting).

Public Works: Nothing to report other than what otherwise was previously covered earlier in the meeting.

REQUEST FOR FUTURE MEETING AGENDA ITEMS

- Old Business:
 - Consider Next Steps Toward Possible Appointments for Vacant Town Board Supervisor Positions
 - Consider Dwight Lake Boat Landing Improvements
 - Consider Next Steps on Review of Town Ordinances
- New Business:
 - Consider Next Steps on Records Retention Project
 - Consider Use of Election Voting Machines

SPECIAL TOWN BOARD MEETING TO CONDUCT EMPLOYEE REVIEWS OF TOWN STAFF POSITIONS

November 10, 2022, 5:30 p.m.

PUBLIC BUDGET HEARING, SPECIAL TOWN MEETING, AND SPECIAL TOWN BOARD MEETING

November 14, 2022, 6:30 p.m.

NEXT PLAN COMMISSION MEETING

November 22, 2022, 6:00 p.m.

NEXT TOWN BOARD MEETING

December 5, 2022, 6:30 p.m.

COMMUNITY MEETINGS BOARD MEMBERS ATTEND

None scheduled at this time.

ADJOURN

MOTION BY CRONICK/THOMPSON TO ADJOURN THE TOWN BOARD MEETING TUESDAY, NOVEMBER 1, 2022. MOTION CARRIED. The meeting adjourned at 7:37 p.m.

To be approved: December 5, 2022

Approved:

Denise Skjerven, Town Clerk

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TOWN OF OSCEOLA
BOARD OF SUPERVISORS
SPECIAL TOWN BOARD MEETING
Thursday, November 10, 2022 — 5:30 p.m.
Meeting Minutes

The Board of Supervisors of the Town of Osceola met for a Special Town Board meeting Thursday, November 10, 2022, beginning at 5:30 p.m. at the Osceola Town Hall, Dresser, Wisconsin.

CALL TO ORDER: Chair Lindh called the Special Town Board meeting to order at 5:30 p.m.

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

PRESENT: Chair Lindh, Supervisors Cronick and Thompson

ACCEPTANCE OF PROPOSED AGENDA

MOTION BY THOMPSON/CRONICK TO APPROVE THE AGENDA AS NOTED. MOTION CARRIED.

ANNOUNCEMENT OF CLOSED SESSION

Chair Lindh announced that the Board would be moving into closed session as posted and asked for a motion by roll call. MOTION BY LINDH/CRONICK TO MOVE INTO CLOSED SESSION PURSUANT TO STATE STATUTE §19.85(1)(C), TO CONDUCT PERFORMANCE EVALUATIONS OF THE PUBLIC WORKS SUPERVISOR, CLERK, AND TREASURER. AYES: LINDH, CRONICK AND THOMPSON. MOTION CARRIED UNANIMOUSLY. The Board entered into closed session at 5:33 p.m.

PRESENT: Chair Lindh, Supervisors Cronick and Thompson

OPEN SESSION

Chair Lindh announced that the Board would be moving back into open session and asked for a motion by roll call. MOTION BY CRONICK/THOMPSON TO MOVE INTO OPEN SESSION. AYES: LINDH, CRONICK, THOMPSON. MOTION CARRIED UNANIMOUSLY. The Board entered open session at 8:49 p.m.

PRESENT: Chair Lindh, Supervisors Cronick and Thompson.

Chair Lindh announced the Board conducted performance evaluations for Public Works Supervisor, Clerk and Treasurer.

ADJOURN

MOTION BY THOMPSON/CRONICK TO ADJOURN THE SPECIAL TOWN BOARD MEETING THURSDAY, NOVEMBER 10, 2022. MOTION CARRIED.

Being no further business to come before the Board, the Meeting adjourned at 8:50 p.m.

To be approved: December 5, 2022

Approved: _____

Dale Lindh, Chair

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TOWN OF OSCEOLA
PUBLIC BUDGET HEARING, SPECIAL TOWN MEETING, and
BOARD OF SUPERVISORS SPECIAL TOWN BOARD MEETING
Monday, November 14, 2022 — 6:30 p.m.
Meeting Minutes

The Board of Supervisors of the Town of Osceola met for a series of meetings on Thursday, November 18, 2021, beginning at 6:30 p.m. at the Osceola Town Hall, Dresser, Wisconsin.

CALL TO ORDER: Chair Lindh called the meeting to order at 6:31 p.m.

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

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

PRESENT: Chair Lindh, Supervisors Cronick and Thompson

PUBLIC ATTENDEES: Clerk Skjerven, Treasurer Carlson, and Gae Magnafici. There were no virtual attendees.

VERIFICATION OF BUDGET HEARING POSTING AND VERIFICATION PUBLIC NOTICE REQUIREMENTS

HAVE BEEN MET: Clerk Skjerven confirmed that the Notice of Public Budget Hearing, the Notice of Special Town Meeting of the Electors, and the Notice of Special Town Board Meeting was posted at the Town Hall, Dresser Post Office, the First National Community Bank, and the Town Web Site on October 28, 2022.

EXPLAIN BUDGET HEARING AND VOTING PROCESS

Chair Lindh explained that Supervisor Cronick will cover the budget to give a better understanding of the budget items. Public comment and asking of questions will be available during the section report outs, and, there will also be a time for general public comment. Lindh further explained that at the end of the Budget Hearing the Town electors have an opportunity to provide advisement to the Board on Resolution 22-11-01 on whether or not to adopt the 2023 Town tax levy. If not accepted, there would be another motion on the levy adjustment.

BUDGET HEARING & SPECIAL TOWN MEETING

REVENUES

Taxes: General Property Taxes were \$817,368.00 for the 2022 budget and the 2023 budget amount is \$835,324.00, which is arrived at by using the 2022 Municipal Levy Limit Worksheet based on new construction.

Intergovernmental Revenues: Fire Insurance Dues increased by \$14,000.00, but this item is an 'in/out' type item for the Town, which means what amount is taken in mostly goes out as an expense item for the Town (reflected in the Expense section).



Licenses and Permits: Building Permits and Fees is an 'in/out' type item and reflects a lower amount by \$19,000.00. The Town retains a small portion of this revenue as an administrative fee, but most of the revenue is otherwise paid to the building inspector. Dog License & Refunds shows an increase of \$1,500.00, but this revenue is another 'in/out' type item as most of the revenue received is sent to Polk County.

Intergovernmental Changes: The Fire Association Loan Repayment is another 'in/out' type item which will be paid off in two years.

Miscellaneous Revenue: Interest Income reflects an increase due to pursuit of higher interest rates for the Town's bank account funds.

Total revenue budget for 2023 is \$1,162,391, and a 2023 Mill Rate of \$2.88 per thousand. The Mill Rate is virtually the same as 2022, which was \$2.87 per thousand.

EXPENSES BUDGET

General Government, Town Board: Dues and Training has an increase of \$1,420.00 primarily due to the Town's membership in the Wisconsin Towns Association (WTA). For Office Supplies, alterations are being made to better account for supplies in the proper area of the budget.

Legal Fees: The amount for 2023 is reduced to better reflect fees paid for 2022. An additional expense amount of \$4,475.00 is for Municode which has not yet been approved by the Board. Magnafici asked for further clarification as to what is Municode. Chair Lindh explained Municode is an online service provider to assist the Town with updating the Town Ordinances to assure compliance with current state statutes. It has been over 30 years since this type of extensive review of the Town's Ordinances has been completed.

Clerk/Treasurer: The wages include proposed salary increases in 2023 for both positions. Estimated hours have been increased to account for meetings attended by both positions.

Elections: Publications were decreased due to 2023 having only one (possibly two) elections as compared to four elections held in 2022. Annual Machine Fees is a fixed cost. Wages was arrived at with feedback from the Clerk regarding estimated poll workers' time needed.

Audit Services: The fee amount is a fixed cost to the Town.

Assessment of Property: The assessor's contract expense will remain the same expense amount for 2023 as 2022 for the work being done due to state law requirement that the Town reassess if the Town is not able to stay within +/-10% of property values. In 2024 assessed values will be updated to Appraisal Services and Data Processing Sys., Inc. best estimate of market value. These additional

appraisal services are being split over three years, which is in addition to the normal annual expense for assessment services.

Building Expenses: Gas utilities are increasing due to higher pricing. Building Repairs and Maintenance shows a reduction as repainting the interior of Town Hall was completed in 2022.

Ambulance and Fire Department Contracts: Osceola Area Ambulance Service is a flat fee charge which is increasing 7.1% for 2023. The Town's contract with St. Croix Valley Emergency Medical Services is based on their flat service cost they have submitted to the Town and is increasing 5%. The Fire Department contract has increased by 2.2% for the Town's portion, and the dues are basically an amount the Town receives from the state and the Town pays out that amount to the Fire Department.

Public Works: The Supervisor position includes a proposed salary increase, and the Full-Time Employee is a new position. Thus, the Part-Time Employee budget item has substantially decreased. For Equipment Repairs and Maintenance, a similar amount is being planned for 2023 as what was budgeted in 2022. Fuel is increased to \$20,000.00 because of higher pricing. Highway Construction is adjusted downward by approximately \$13,600.00 due to ARPA funds being available for Highway Construction expenses. (ARPA funds have to be used by June of 2024.) A similar budget amount of \$50,000.00 is planned for Capital Highway Equipment. Road Maintenance and Repair remains at \$25,000.00, similar to the 2022 budget amount. And, there is budgeted \$5,000.00 for Highway Capital Improvement, similar to the 2022 budget amount.

Animal Control, Gopher Bounty Expenses, and Cemetery Funding: The dog license fees that the Town collects goes out to what the Town pays Polk County. The Animal Control Officer Mileage and Expenses increased because of higher fuel pricing.

Capital Improvement Project(s): An amount of \$15,000.00 is budgeted in 2023 for the Dwight Lake Boat Landing project.

Development and Planning: The Building Inspection expense ('in/out') item was reduced due to fewer building permits being requested.

Planning Commission: Per diems was increased to account for six Plan Commission members at \$25.00 per diem per meeting over 12 months. Postage, Office Supplies was increased for anticipation of completion of the Town's Comprehensive Plan.

Fire Department Debt Services: The \$50,308.00 expense is an 'in/out' item as the Fire Department cannot borrow money. So, the mortgage loan on the Dresser fire station for Allied Fire services was through the Town of Osceola. This item comes in via the payment the Fire Department gives to the Town and the Town makes the loan payment. There are two years remaining on the loan.

Reserve for Contingencies: This amount was kept at the same amount (\$15,000) for 2023 as it was for 2022. It is a reserve fund to assist with paying for unforeseen expenses.

Total expenses budget for 2023 is \$1,162,391, a 3.5% increase from 2022.

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CONSIDER ADOPTION OF RESOLUTION 22-11-01 TO ADOPT THE 2022 TOTAL TOWN TAX LEVY TO BE PAID IN 2023 PURSUANT TO SECTION 60.10(1)(a)

The levy authorized by the electors in 2022 was \$817,368. The 2.197% increase in the town's 2022 levy is due to the net new construction percentage increase (\$17,956) and is allowed pursuant to Section 66.0602(2) of Wisconsin Statutes, thus increasing the 2023 total levy to \$835,324.

MOTION MADE BY GAE MAGNAFICI, SECONDED BY DALE LINDH TO ADOPT RESOLUTION 22-11-01 TO ADOPT THE 2022 TOTAL TOWN TAX LEVY TO BE PAID IN 2023 PURSUANT TO SECTION 60.10(1)(a) MOTION CARRIED WITH 6 AYE VOTES, 0 NAY VOTES, AND 0 ABSTAIN VOTES.

ADJOURNMENT OF PUBLIC BUDGET HEARING AND SPECIAL TOWN MEETING

MOTION BY CRONICK/THOMPSON TO ADJOURN THE PUBLIC BUDGET HEARING AND SPECIAL TOWN MEETING OF MONDAY, NOVEMBER 14, 2022. MOTION CARRIED WITH 6 AYE VOTES, 0 NAY VOTES, AND 0 ABSTAIN VOTES. The meeting adjourned at 6:53 p.m.

SPECIAL TOWN BOARD MEETING

Chair Lindh immediately proceeded to call to order the Special Town Board Meeting at 6:54 p.m.

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

PRESENT: Chair Lindh, Supervisors Cronick and Thompson

PUBLIC ATTENDEES: Clerk Skjerven, Treasurer Carlson, and Gae Magnafici. There were no virtual attendees.

ACCEPTANCE OF PROPOSED AGENDA

MOTION BY CRONICK/THOMPSON ON ACCEPTANCE OF PROPOSED AGENDA. MOTION CARRIED.

PUBLIC COMMENT

None.

CONSIDER RESOLUTION 22-11-02 TO ADOPT THE 2023 BUDGET FOR THE TOWN OF OSCEOLA

The Clerk duly noticed that a public hearing was held on the proposed budget on Monday, November 14, 2022, and a Summary of the Budget had been made available at the Town Hall as required by Wisconsin Statutes Section 65.90. The 2022 Town Tax Levy to be collected in 2023 pursuant to Wisconsin Statutes Section 60.10(1)(a) was approved in the amount of \$835,324 by the majority of the Town of Osceola Electors at a Special Town Meeting on November 14, 2022.

MOTION BY THOMPSON/CRONICK TO ADOPT RESOLUTION 22-11-02 TO ADOPT THE 2023 BUDGET FOR THE TOWN OF OSCEOLA AND THE 2022 TOWN TAX LEVY TO BE COLLECTED IN 2023 PURSUANT TO WISCONSIN STATUTES SECTION 60.10(1)(a) WAS APPROVED IN THE AMOUNT OF \$835,324 BY THE MAJORITY OF THE TOWN OF OSCEOLA ELECTORS AT A SPECIAL TOWN MEETING ON NOVEMBER 14, 2022. AYES: LINDH, CRONICK, THOMPSON. MOTION CARRIED UNANIMOUSLY.

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ADJOURNMENT OF SPECIAL TOWN BOARD MEETING

MOTION BY CRONICK/THOMPSON TO ADJOURN THE SPECIAL TOWN BOARD MEETING MONDAY, NOVEMBER 14, 2022. MOTION CARRIED. The meeting adjourned at 6:58 p.m.

To be approved: December 5, 2022

Approved: _____

Denise Skjerven, Town Clerk

Town of Osceola

Nov 22

Public works report

1. Shed is full of sand with a small stockpile
2. Pick up international from shop
3. Mount wings and blades on trucks
4. Repair worn hyd lines on cutting edges on blades and wings
5. Plow snow and spread sand over snowstorm
6. Cut up down trees on ravine dr
7. Picked up tools set and box
8. Graded gravel roads
9. Fill potholes
10. Repair road signs.
11. Haul sand and salt and mix sand
12. Look into shouldering machine and trailer
13. Mix salt sand
14. Cut up down pine tree on 200th by horse lake

TOWN OF OSCEOLA

Profit & Loss Budget vs. Actual

January through December 2022

	Jan - Dec 22	Budget	\$ Over Budget	% of Budget
Income				
Intergovernmental Charges				
Fire Assoc. Loan Repayment	50,308.15	50,308.00	0.15	100.0%
Total Intergovernmental Charges	<u>50,308.15</u>	<u>50,308.00</u>	<u>0.15</u>	<u>100.0%</u>
Intergovernmental Revenue				
County-Rural Fire Numbers	425.00			
FC/MFL Withdrawal	211.49			
Fire Insurance Dues	13,968.47	13,700.00	268.47	101.96%
Forest Crop/MFL Aid	0.00	400.00	-400.00	0.0%
Grants Donations	151,141.39			
Highway Aids	170,159.97	169,252.00	907.97	100.54%
In Lieu of Tax - DNR Land	3,789.37	3,750.00	39.37	101.05%
Municipal Services	111.52	110.00	1.52	101.38%
State Shared Revenue	37,750.41	36,436.00	1,314.41	103.61%
T.R.I.P./T.R.I Payments	0.00	0.00	0.00	0.0%
Total Intergovernmental Revenue	<u>377,557.62</u>	<u>223,648.00</u>	<u>153,909.62</u>	<u>168.82%</u>
Licenses & Permits				
Building Permits & Fees	22,232.33	25,000.00	-2,767.67	88.93%
Dog Licenses	1,599.00	1,200.00	399.00	133.25%
Driveway Permits	600.00	250.00	350.00	240.0%
Liquor & Related Licenses	4,649.54	3,500.00	1,149.54	132.84%
Zoning & Subdivision Fees	430.00			
Total Licenses & Permits	<u>29,510.87</u>	<u>29,950.00</u>	<u>-439.13</u>	<u>98.53%</u>
Miscellaneous Revenue				
Interest Income	6,159.90	1,300.00	4,859.90	473.84%
Miscellaneous Income				
Insurance Loss Reimbursement	341.00			
Miscellaneous Income - Other	3,654.32			
Total Miscellaneous Income	<u>3,995.32</u>			
Total Miscellaneous Revenue	<u>10,155.22</u>	<u>1,300.00</u>	<u>8,855.22</u>	<u>781.17%</u>
Mobile Home Fees				
MH Lottery Credit	120.84			

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TOWN OF OSCEOLA

Profit & Loss Budget vs. Actual

January through December 2022

	Jan - Dec 22	Budget	\$ Over Budget	% of Budget
Mobile Home Fees Collected	56.88			
Mobile Home Fees - Other	97.60	300.00	-202.40	32.53%
Total Mobile Home Fees	275.32	300.00	-24.68	91.77%
Tax Collections				
Delinquent PP Taxes	511.41			
Forest Crop/IMFL Taxes	2,237.47	250.00	1,987.47	894.99%
Personal Property Taxes	5,518.31			
Property Taxes	2,217,785.99	817,368.00	1,400,417.99	271.33%
Total Tax Collections	2,226,053.18	817,618.00	1,408,435.18	272.26%
Tax Collections - Other				
Lottery Credit	29,389.78			
Property Tax Settlement-County	-687,507.26			
Property Tax Settlement-Schools	-1,826,536.24			
Property Tax Settlement-VoTech	-72,794.73			
Tax Collection Overpayments	-63,375.78			
Tax Collections - Other - Other	0.00			
Total Tax Collections - Other	-2,620,824.23			
41011 - Other State Aids	1,049.07			
43430 - Exempt Computer Aid	62.35			
Total Income	74,147.55	1,123,124.00	-1,048,976.45	6.6%
Gross Profit	74,147.55	1,123,124.00	-1,048,976.45	6.6%
Expense				
Animal Warden				
Animal Warden Wages	415.00	500.00	-85.00	83.0%
Dog License to County	679.75	700.00	-20.25	97.11%
Mileage & Expenses	305.89	300.00	5.89	101.96%
Total Animal Warden	1,400.64	1,500.00	-99.36	93.38%
Assessment of Property				
Assessor's Contract	39,720.00	39,720.00	0.00	100.0%
Publications	0.00	200.00	-200.00	0.0%
Total Assessment of Property	39,720.00	39,920.00	-200.00	99.5%
Audit Services	5,040.00	5,040.00	0.00	100.0%

TOWN OF OSCEOLA

Profit & Loss Budget vs. Actual

January through December 2022

	Jan - Dec 22	Budget	\$ Over Budget	% of Budget
Building Expenses				
Bldg Repairs & Maint	4,603.25	5,000.00	-396.75	92.07%
Electric Utilities	1,514.16	2,200.00	-685.84	68.83%
Gas Utilities	1,979.09	2,300.00	-320.91	86.05%
Insurance	1,291.44	1,200.00	91.44	107.62%
Operating Supplies	45.98	200.00	-154.02	22.99%
Sanitation Expenses	928.88	1,000.00	-71.12	92.89%
Telephone/Internet	2,470.94	3,000.00	-529.06	82.37%
Water & Sewer Utilities	809.00	900.00	-91.00	89.89%
Total Building Expenses	<u>13,642.74</u>	<u>15,800.00</u>	<u>-2,157.26</u>	<u>86.35%</u>
Building Inspection Expense	19,612.18	25,000.00	-5,387.82	78.45%
Capital Equipment				
New Equipment	11,547.00			
Office Equipment	2,481.95	2,000.00	481.95	124.1%
Total Capital Equipment	<u>14,028.95</u>	<u>2,000.00</u>	<u>12,028.95</u>	<u>701.45%</u>
Capital Improvement				
Highway Cap Improve	0.00	5,000.00	-5,000.00	0.0%
Total Capital Improvement	<u>0.00</u>	<u>5,000.00</u>	<u>-5,000.00</u>	<u>0.0%</u>
Clerk & Treasurer				
Clerk Wages	26,034.66	26,739.00	-704.34	97.37%
D-C/T Employee Health Insurance	0.00			
Deputy Clerk/Treasurer Monthly	0.00			
Dues & Training	692.00	2,000.00	-1,308.00	34.6%
Employer Payroll Taxes	0.00	3,954.00	-3,954.00	0.0%
Insurance	2,759.60	2,500.00	259.60	110.38%
Mileage & Expenses	0.00	1,800.00	-1,800.00	0.0%
Office Supplies	3,070.41	4,000.00	-929.59	76.76%
Postage	1,857.92	1,200.00	657.92	154.83%
Retirement	1,692.28	1,805.00	-112.72	93.76%
Short Term Disability	0.00			
Treasurer Wages	17,464.22	22,454.00	-4,989.78	77.78%
Treasurer/Tax Collection	1,590.78	2,500.00	-909.22	63.63%

TOWN OF OSCEOLA

Profit & Loss Budget vs. Actual

January through December 2022

	Jan - Dec 22	Budget	\$ Over Budget	% of Budget
Website & Computer Expenses				
Total Clerk & Treasurer	7,767.30	8,000.00	-232.70	97.09%
Committee Per Diems	62,929.17	76,952.00	-14,022.83	81.78%
Consulting Fees	0.00	175.00	-175.00	0.0%
Debt Service	0.00	425.00	-425.00	0.0%
Fire Station Principal Payment				
Total Debt Service	50,308.15	50,308.00	0.15	100.0%
Elections				
Annual Machine Fees	228.00	1,000.00	-772.00	22.8%
Publications	1,145.40	560.00	585.40	204.54%
Supplies	2,782.58	3,000.00	-217.42	92.75%
Wages	9,896.35	5,000.00	4,896.35	197.93%
Total Elections	14,052.33	9,560.00	4,492.33	146.99%
Gopher Bounty Expenses				
Legal Fees	1,408.00	1,800.00	-392.00	78.22%
Municipal Attorney Fees				
Other/Background Checks	5,476.00	9,000.00	-3,524.00	60.84%
Total Legal Fees	112.00	100.00	12.00	112.0%
Local Cemetary Funding				
Park Expenses	5,588.00	9,100.00	-3,512.00	61.41%
Total Park Expenses	2,000.00	2,000.00	0.00	100.0%
Park Expenses - Misc & Other				
Total Park Expenses	3,111.82	4,400.00	-1,288.18	70.72%
Payroll Expenses	3,111.82	4,400.00	-1,288.18	70.72%
Planning Commission	13,570.10			
Computer/Emails	398.00	1,440.00	-1,042.00	27.64%
Employer Payroll Taxes	0.00	92.00	-92.00	0.0%
Per Diems				
Planning Commission	700.00			
Per Diems - Other	0.00	1,200.00	-1,200.00	0.0%
Total Per Diems	700.00	1,200.00	-500.00	58.33%
Postage Office Supplies & Pub				
Publications	0.00	100.00	-100.00	0.0%
	0.00	200.00	-200.00	0.0%

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TOWN OF OSCEOLA

Profit & Loss Budget vs. Actual

January through December 2022

	Jan - Dec 22	Budget	\$ Over Budget	% of Budget
Total Planning Commission	1,098.00	3,032.00	-1,934.00	36.21%
Public Safety				
Ambulance Contract (Osceola)	27,580.00	28,027.00	-447.00	98.41%
Ambulance Contract (St. Croix)	4,734.00	4,930.00	-196.00	96.02%
Fire Department Contract	146,584.03	146,584.00	0.03	100.0%
Fire Dues to Department	13,968.47	13,700.00	268.47	101.96%
Total Public Safety	192,866.50	193,241.00	-374.50	99.81%
Public Works				
Adopt-A-Town Road	0.00	100.00	-100.00	0.0%
Capital Highway Equipment	17,549.08	50,000.00	-32,450.92	35.1%
Dues & Training	110.00	300.00	-190.00	36.67%
Employer Payroll Taxes	0.00	6,611.00	-6,611.00	0.0%
Engineering/Project Mgmt	0.00	500.00	-500.00	0.0%
Equipment Repairs & Maintenance	16,203.18	8,000.00	8,203.18	202.54%
Fuel	17,918.31	17,000.00	918.31	105.4%
Full-Time PW Wages (Wages for Full Time Employee)	4,523.00			
Full Time PW OT Wages (Wages paid at 1.5 for OT hours)	13.20			
Garage Expenses	2,392.81	3,500.00	-1,107.19	68.37%
Highway Construction	484,003.84	420,331.00	43,672.84	110.39%
Insurance	10,177.80	10,000.00	177.80	101.78%
Part-Time PW Wages	7,920.20	23,468.00	-15,547.80	33.75%
PW Cell Phone	865.66	1,200.00	-334.34	72.14%
Retirement	5,624.67	4,362.00	1,262.67	128.95%
Road Maintenance & Repair	34,066.50	25,000.00	9,066.50	136.27%
Short Term Disability	538.20	540.00	-1.80	99.67%
Supervisor PW Wages	77,356.98	64,620.00	12,736.98	119.71%
Total Public Works	659,263.43	635,532.00	23,731.43	103.73%
Reserve for Contingencies	0.00	15,000.00	-15,000.00	0.0%
Town Board				
Board Salaries	14,114.38	17,500.00	-3,385.62	80.65%
Computer/Email	306.00	1,200.00	-894.00	25.5%
Dues & Training	1,315.62	1,000.00	315.62	131.56%

31

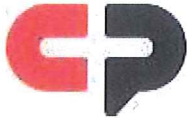
TOWN OF OSCEOLA
Profit & Loss Budget vs. Actual
 January through December 2022

	Jan - Dec 22	Budget	\$ Over Budget	% of Budget
Employer Payroll Taxes	0.00	1,339.00	-1,339.00	0.0%
Insurance	1,569.04	2,300.00	-730.96	68.22%
Office Supplies	199.43	1,000.00	-800.57	19.94%
Publications	1,394.85	3,000.00	-1,605.15	46.5%
Total Town Board	18,899.32	27,339.00	-8,439.68	69.13%
Total Expense	1,118,539.33	1,123,124.00	-4,584.67	99.59%
Net Income	-1,044,391.78	0.00	-1,044,391.78	100.0%

HIGHLIGHTS OF CLERK ACTIVITIES DONE THIS MONTH:

NOVEMBER:

TASKS	#	FURTHER COMMENTS
Ordinances/	0	
Resolutions	1	22-12-01 Amending the 2022 Budget
Building Permits	2	Alterations to existing property
	1	New construction
Driveway Permits	1	With new construction
	2	Stand Alone
Meetings and Minutes	5	11/1 Special Town Board 11/1 Regular Town Board 11/10 Special Town Board 11/14 Public Budget Hearing, Special Town Meeting, and Special Town Board Meeting 11/22 Plan Commission (mtg posting)
Public Records Requests	6	Building permit for 752 200 th St. Status of permits/approvals/CUP process for 'red barn' property Requests for meeting minutes (2) Copy of video footage from parking lot fender bender 11/8 Copies of approved permits re non-metallic mineral extraction on or about 3-26-2015
Ads	1	Notice of Spring Election, April 4, 2023
Town's Web Page (and Town Facebook site)		Updated: Posted reminder re: Snow & Debris Removal from Public Roads Meeting Notices and Minutes Elections: Removed all 'key dates'; posted Notice of Spring Election; posted Nov. Genl. Election results Taxes: Posted Resolution 22-11-01 to Adopt the Total Town Tax Levy Budget: Posted Resolution 22-11-02 to Adopt the 2023 Budget
Form Updates		
Public Walk-in/calls		burning permits (84 as of end of month)
Training		Webinars by Wisc. Elections Commission (Attended two this month: re Nov Genl Elections audit; and, Post-General Election WisVote)
Elections		Held public test of voting equipment 11/4 Held Nov. General Election (11/8): 1,496 voters: 61% used paper ballot machine; 39% two touch-screen machines [Nov. '18 General election had 1,341 voters; Nov. '20 Presidential election had 1,932 voters] 294 absentee ballots 73 hand count paper ballots (ran out of 1,000 paper ballots) 82 election day registrations Returned all applicable election materials to Polk County Conducted Post-Election Voting Equipment Audit on Mon., 11/28 5 PM: 9 poll workers primarily focused on hand counting



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-28163-1
Date: 8/12/2022 12:34 PM
Expires On: 12/17/2022

Client:
OSCEOLA TOWN (POLK COUNTY), WISCONSIN

Bill To:
OSCEOLA TOWN (POLK COUNTY),
WISCONSIN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Sarah Bydalek	x	sarah.bydalek@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
300.00	Recodification	Recodification INC Subdivision (29.83 per page) INC 3 Books, tabs, binders	One-time	USD 8,949.00
1.00	Full-Service Supplementation Subscription	Full-Service Supplementation Subscription - Semi Annual	Renewable	USD 1,300.00
1.00	Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included - 3	Renewable	USD 0.00
1.00	Semi-Annual Electronic Supplementation Service Included	Online Supplementation will begin with the ordinances received on a semi-annual basis.	Renewable	USD 0.00
1.00	Semi-Annual Print Supplementation Service Included	Print Supplementation will begin with the ordinances received from the municipality on a semi-annual basis.	Renewable	USD 0.00
1.00	CodeBank Subscription	CodeBank Subscription	Renewable	USD 150.00
1.00	Online Code Hosting	Online Code Hosting	Renewable	USD 450.00
1.00	OrdBank Subscription	OrdBank Subscription	Renewable	USD 325.00
Total Investment Initial Term				USD 8,949.00
Annual Recurring Services				USD 2,225.00

Total Days of Quote:365

1. This Statement of Work ("SOW") is between ("Client") and CivicPlus, LLC (the "Service Provider"), and shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term starting on January 1, 2023 and ending eighteen (18) months from January 1, 2023 or Service Provider's shipment of the final code, whichever occurs earlier ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW may be renewed for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment Initial Term shall be invoiced as follows:
 - a. January 1, 2023: 25%
 - b. Upon submission of the Legal Memorandum: 25%
 - c. Upon Submission of Proofs: 25%
 - d. Upon Delivery: Balance of Total Investment Initial Term.
 - e. Any additional costs will be billed separately, upon delivery.
4. The initial Annual Recurring Services shall be invoiced eighteen (18) months January 1, 2023 or upon Service Provider's shipment of the final code, whichever occurs earlier ("Annual Services Start Date"). Subsequent Annual Recurring Services shall be invoiced on the anniversary date of the Annual Services Start Date of the relevant calendar year and subject to a 5% annual increase each Renewal Term following the Annual Services Start Date.
5. Codification Services shall include: Pages with single column and 10 point font unless otherwise listed above; receipt, review and organization of materials; Legal analysis and research by a full-time Service Provider attorney; Preparation of a legal memorandum by a Service Provider attorney; 3-hour Teleconference with attorney (additional time billed at \$150/hr); Implementation of approved legal findings; one draft copy of code with approved changes ("Proofs"); Updating State Law references; Editorial preparation, proofreading, and page formatting; Indexing; Tables; graphics and tabular matter; Final proofreading and corrections; Quality control review and printing – an amount of printed copies set forth in the line items above, to include 3-post stamped binder and tabs; and Sample adopting ordinance prepared by a Service Provider attorney. "Tables" shall include: supplement history table, code comparative table, and ordinance history table. An additional hourly charge shall be assessed for the creation, modification, addition or updating of any table or schedule other than those enumerated herein.
6. Codification Services do NOT include: freight; state sales tax; or any annual recurring services.
7. Client understands and agrees that the Total Investment for Codification Services may be increased by the addition of legislation or materials; or pages over the amount of pages with columns and font size listed in the line items above which may be added at the per page rate agreed upon by the Parties based on column and font size listed above. Legislation added to the project must be approved and received prior to the cutoff date established by the parties. Following the delivery of the final code draft for client proofing (the "Proof"), any extensive changes requested in the Proof content, and/or any material added to the Proof that was not previously contemplated by the parties, will be subject to an additional "Proof Update" fee. Proofs not returned within 45 days may be subject to a Proof Update fee.
8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the parties following execution of this SOW. Service Provider shall not begin work under this SOW until all necessary documentation, materials, of a general and permanent nature and in a useable format (MS WORD or editable PDF), and communication are received. Service Provider will not be liable or responsible for any delay in the time or completion of the services due to the action or inaction of Client
9. Adhering to an established schedule of deadlines is critical to the success of this project and will ensure the contents of the Legal Memorandum remain current and complete at the time the final code ("Code") is adopted and republished. To ensure a successful project completion, it's important that a conference between the parties is held to discuss the findings of the Legal Memorandum within 45 days of its receipt, and that the subsequent Proof the Service Provider provides be returned within 45 days with any revisions noted. If the Proof is not returned within 45 days, additional update fees may apply. Client acknowledges Service Provider reserves the right to ship and close out any project if no feedback to the Proof is received within 45 days.

10. Client acknowledges Service Provider does not permanently retain prior versions of the legal Code or any other work product.

11. Additional services, including but not limited to, additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the parties.

12. Client acknowledges that Service Provider may provide legal analysis through codification, Codification or legal review services. Unless indicated otherwise, information sent via Internet email or through websites cannot be guaranteed to be confidential. Client further acknowledges that any legal analysis provided by Service Provider is provided to Client's legal counsel for their use and direction and is not intended to be legal advice nor is it intended to substitute for the advice or services of an attorney. Additionally, no attorney-client relationship can be established under this SOW.

13. The Parties agree that notwithstanding the indemnification covenants at Section 15 of the MSA, shall not apply to public interpretation of Legal Code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

Additional Terms and Conditions:

If Annual Recurring Supplement Services is included in the services to be delivered under this SOW, the following terms apply:

1. Annual Recurring Supplement Services does NOT include:
 - Additional copies, reprints, binders and tab orders;
 - Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
 - Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
 - Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
 - Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
 - Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
 - The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
 - Online Code hosting and online features.

2. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

If Legal Review is included in the services to be delivered under this SOW, the following terms apply:

1. Legal Review services include legal review of Client's Code of Ordinances ("Code") as published, to ensure conformity with state statutes and to identify any areas of possible legal concern. The review will also determine if there are any inconsistencies or conflicts within the legislation itself. Service Provider will notate any state law references within the Code that need to be updated in the memorandum. Legislation not currently included in the Code can be reviewed for an additional fee. Within 30 days of Client's receipt of the Legal Memorandum, Client may purchase an optional conference, via telephone or webinar, to review the Legal Memorandum and Service provider's recommendations, to be billed at Service Provider's current rates. The Legal Review services excludes implementation of any recommendations.

If Self Publishing Software is included in the services to be delivered under this SOW, the following terms apply:

1. Client's responsibilities include:
 - a. Providing all code and/or book material to be converted to the Self-Publishing Software frame in digital format. The destination format for storage and presentation of the Client's document will be in the form of standard HTML and PDF;
 - b. Participating in the training necessary to use the software for the publication and integration of enacted legislation, and the drafting of future ordinances for self-updating; and
 - c. Integrating all future legislation into the existing code and continue to use the Self-Publishing Software to update and maintain any additional Client publications (unless for an additional fee the Service Provider is utilized for this service).

2. Client may add additional publications to the Self Publishing Software services purchased herein at an additional annual rate for each added publication, to be agreed upon by the parties, including without limitation: Minutes; Policies and Procedures; Resolutions; Public Works; Construction Standards; Plans; Charters, Museums, Airports.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

Minor Subdivision Application

To the Town Board and Planning Commission of the Town of Osceola, Polk County, Wisconsin

I, the undersigned, being owner/owner's agent of all the area herein described, hereby request from the Town Board of the Town of Osceola, review of a Minor Subdivision under the provisions of the "Subdivision and Platting Ordinance for the Town of Osceola, Polk County, Wisconsin."

Owner: <u>JOHN M. STEFFEN (estate)</u> <small>(Signature)</small> Name: <u>JIM STEFFEN - executor</u> Address: <u>111 BELMONT ST.</u> <u>OSCEOLA, WI 54020</u> <small>(City, Town) (State) (Zip)</small> Telephone No.: <u>612 735-4929</u> Email Address: _____	Agent: <u>Carl W. Hetfeld</u> <small>(Signature)</small> Name: <u>CARL W. HETFELD</u> Address: <u>724 PARKINS AVE</u> <u>MILLTOWN WI 54058</u> <small>(City, Town) (State) (Zip)</small> Telephone No.: <u>715 557-0746</u> Email Address: <u>hetfeldc@yahoo.com</u>
---	---

For Town Use Only: _____ Received By: _____	Date Filed: _____ Fee Paid: _____
--	--------------------------------------

More information may be requested by the Planning Commission or Town Board if deemed necessary to properly evaluate your request. The lack of information requested by this form may in itself be sufficient cause to deny the petition. If you have any questions regarding the procedure, please contact the Chairman of the Town Planning Commission.

LEGAL DESCRIPTION OF THE PROPERTY (ATTACH ADDITIONAL SHEETS IF NECESSARY):

Lot No.	Block No.	Subdivision	or Government Lot # _____, _____ 1/4
			<u>NE 1/4 - SE 1/4</u>
of Section <u>26</u> T <u>33</u> N, R <u>19</u> E <u>W</u> W, Town of Osceola, Wisconsin			
Tax #	Area in Acres	Volume	Page# _____ Polk County Register of Deeds
<u>042-01177-0000</u>	<u>6.45</u>	<u>1000</u>	<u>724</u>

PRESENT IMPROVEMENTS ON THE LAND (DESCRIBE):

<u>Residential House and agricultural land.</u>

<input type="checkbox"/> Number of New Lots to be Created <u>2</u>	Present Use <u>Residential / Agriculture</u>
<input type="checkbox"/> Zoning District <u>RES - A9 5</u>	Future Use <u>Residential / Residential</u>
<input type="checkbox"/> With this land division, how many acres will remain with the original parcel? <u>LOT 3 - 1.48 AC.</u>	
<input type="checkbox"/> How many acres will be lotted off for each new parcel? <u>LOT 2 - 4.97 AC.</u>	
<input type="checkbox"/> Surveyor Name, Phone # and Email <u>CARL W. HETFELD 715-557-0746</u>	
<input type="checkbox"/> Has there been a previous subdivision, major or minor, on this land before? <u>NO</u>	

hetfeldc@yahoo.com

Form No.

Surrounding Owners, Land Use and Zoning Designations

	Owner	Land Use	Zoning
North	PLEASANT PRAIRIE Cemetery	burials	—
North	COUNTRY ROAD M	highway	—
South	GAURI P. LIMKAR	Agricultural	Village Zoning
South			
East	GAURI R. LIMKAR	Agricultural	Village Zoning
East West	CAROL MALLIN	RESIDENTIAL	Res./Ag 5
West	DANIEL GRANT	RESIDENTIAL	Res./Ag 5
West	HEATHER STEFFEN	RESIDENTIAL	Res./Ag 5

Review Requested (Choose one)

<input type="checkbox"/> Concept Review (No recommendation by the Plan Commission shall occur).
<input checked="" type="checkbox"/> Preliminary Review (Recommended approval, conditional approval, or rejection of the proposed plan).

Information Required

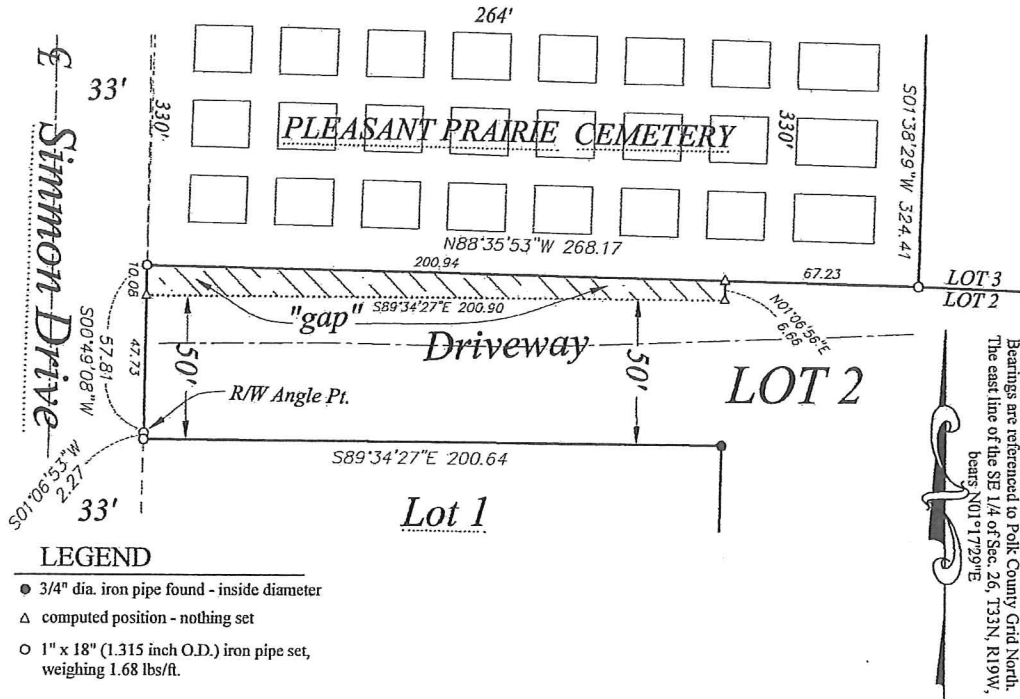
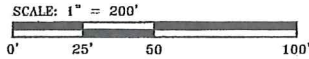
Table #1: Information To Be Shown on Plans		
Description	Concept	Preliminary
Air Photos of area	X	With lot lines shown
Subdivider contact information	X	X
Land Owner of record	X	X
Property lines	Sketched	Surveyed
Proposed road locations	X	X
Adjacent landowners and structures	X	X
Driveway locations		If required
Shared driveways		X
Entire area plan		X
Topographic contours		If required
Engineered road plans		X

Plan Commission Recommendation

The Town Plan Commission shall recommend approval, conditional approval, including a recommendation of the need for Development Agreement, or rejection of the proposed plan to the Town Board. If approval or conditional approval is recommended, the plan shall be referred to the Board for consideration.

POLK CO. CERTIFIED SURVEY MAP NO. _____
 OF PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼,
 SECTION 26, TOWNSHIP 33 NORTH, RANGE 19 WEST,
 TOWN OF OSCEOLA, POLK COUNTY, WISCONSIN

Detail



LEGEND

- 3/4" dia. iron pipe found - inside diameter
- △ computed position - nothing set
- 1" x 18" (1.315 inch O.D.) iron pipe set, weighing 1.68 lbs/ft.

NOTE A:

The "gap" lying south of the PLEASANT PRAIRIE CEMETERY as shown as a (hatch) on SHEET 1 of 3 SHEETS and on this SHEET 2 is the result of two different locations of the north line of the Northeast ¼ of the Southeast ¼ of Section 26, Township 33 North, Range 19 West. This created the "gap". The two locations for said north line are as follows:

1. The location of the north line of the Northeast ¼ of the Southeast ¼ was surveyed and referenced on the 1864 plat of PLEASANT PRAIRIE CEMETERY.
2. The present day location of the north line of the Northeast ¼ of the Southeast ¼ is a line between the East ¼ Corner and the West ¼ Corner of said Section 26 as per Wisconsin Statute 59.73 (2). This location has been used by numerous surveys.

The north line of the plat of NELSON'S AIRPORT ACRES was surveyed as a line parallel to and 380 feet south of the north line of said Northeast ¼ of the Southeast ¼ as established under Section 59.73(2) and represents the south line of the 50 foot wide strip of land that was deeded to John Martin Steffan in 1977. Said deed being recorded in Volume 400, Page 583.

I believe that the 50 foot wide strip of land as deeded in Volume 400, Page 583 to John Martin Steffan was intended to abut and adjoin the south line of the PLEASANT PRAIRIE CEMETERY
 OF WHICH
 I have included said "gap" lands within Lot 2 of this Certified Survey Map as the intent of the location of said 50 foot wide strip of land.

A Quiet Title action should be filed to clear title to said "gap" lands



DIAMOND HEX SURVEYING
 CARL HETFELD - Professional Land Surveyor
 724 Parkins Avenue, Milltown, Wi. 54858



Bearings are referenced to Polk County Grid North.
 The east line of the SE ¼ of Sec. 26, T33N, R19W,
 bears N01°17'29"E.

45

POLK CO. CERTIFIED SURVEY MAP NO. _____

OF PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼,
SECTION 26, TOWNSHIP 33 NORTH, RANGE 19 WEST,
TOWN OF OSCEOLA, POLK COUNTY, WISCONSIN

PARCEL IDENTIFICATION NUMBER: 042-01177-0000

SURVEYOR'S CERTIFICATE:

I, Carl W. Hetfeld, Professional Land Surveyor, do hereby certify: That I have surveyed, divided and mapped a parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 26, Township 33 North, Range 19 West, Town of Osceola, Polk County, Wisconsin, described as follows:

- Commencing at the East ¼ Corner of said Section 26;
- Thence N.89°34'28"W., along the north line of said Northeast ¼ of the Southeast ¼, 474.02 feet to the east line of PLEASANT PRAIRIE CEMETERY and the point of beginning;
- Thence S.01°38'29"W., along said east line, 324.41 feet to the southeast corner of said PLEASANT PRAIRIE CEMETERY;
- Thence N.88°35'53"W., along the south line of said PLEASANT PRAIRIE CEMETERY, 268.17 feet to the east right of way of Simmon Drive;
- Thence S.00°49'08"W., along said east right of way, 57.81 feet;
- Thence S.01°06'53"W., along said east right of way, 2.27 feet to the northwest corner of Lot 1 of the plat of NELSON'S AIRPORT ACRES;
- Thence S.89°34'27"E., along the north line of said Lot 1, 200.64 feet to the northeast corner of said Lot 1;
- Thence S.01°06'56"W., along the east line of the plat of NELSON'S AIRPORT ACRES, 684.45 feet to the northwest corner of Lot 1 of Certified Survey Map No. 3028, Volume 14, Page 50, Document No. 596922;
- Thence S.89°46'23"E., along the north line of said Lot 1, 276.94 feet to the northeast corner of said Lot 1;
- Thence N.01°17'29"E., along the northerly extension of the east line of said Lot 1, 1020.82 feet to the northwest corner of Lot 1 of Certified Survey Map No. 1975, Volume 9, Page 123, Document No. 541363 and to the south right of way of County Road M;
- Thence N.88°02'52"W., along said south right of way, 52.42 feet;
- Thence N.71°09'27"W., along said south right of way, 130.39 feet to the north line of said Northeast ¼ of the Southeast ¼;
- Thence N.89°34'28"W., along said south right of way, 33.21 feet to the point of beginning.

The above described parcel is subject to any recorded or unrecorded easements.

That I have made this survey, land division and map by the direction of James H. Steffen, executor of the John M. Steffen (Estate).

That said map is a correct representation of the exterior boundaries of the lands surveyed and the subdivision made thereof.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, A-E 7 of the Wisconsin Administrative Code, Chapter 32 of the Polk County Subdivision Ordinance and the Subdivision Regulations of the Town of Osceola in surveying and mapping the same.

Carl W. Hetfeld, PLS No. 1544
October 27, 2022



DIAMOND HEX SURVEYING
CARL HETFELD - Professional Land Surveyor *
724 Parkins Avenue, Milltown, WI. 54858

POLK COUNTY SUBDIVISION ORDINANCE TOWN BOARD CHECKLIST
(Checklist to be filled out by Town Board)

TO: The Town Board of the Town of OSCEOLA. The Polk County Land Information Department expects to review a subdivision proposed by STEFFEN ESTATE, assisted by CARL W. HETTFELD, consisting of 2 lots (Land Owner) Surveyor (if one has been retained) or parcels located at the following address: NE 1/4 - SE 1/4 in Section 26 T33N, R19W of your Town. Parcel # 042-01177-0000 If other parcel #(s) affected, please list: _____

Prior to County review, we require the Town Board to answer the following questions:

N/A

1. **ROADS.** The Town WILL ACCEPT WILL NOT ACCEPT ownership of the streets and roads within the proposed subdivision. NOTE: (If some roads are to become town roads and others are to stay private, please indicate this here or on a map.) The following roads will be Town Roads: _____ The following roads will be private: _____

2. **ROAD STANDARDS.** The standards for right-of-way, design and construction of roads within the subdivision will be minimum town road specifications as called for in the County Subdivision Ordinance. Please check the appropriate statement:

_____ The Town accepts the County minimum road standards, OR _____ The Town accepts the road with the following requirements (if the Town has other requirements regarding the Town standards for right-of-way width, maximum and minimum grades, width, depth, and type of base material, paving requirements, specifications on shoulders, ditches, culverts, cul-de-sac radius, erosion control, fencing and plating of vegetative cover, etc. please indicate that here or attach a separate sheet.):

N/A

3. **LAND AND WATER RESOURCES DEPARTMENT REVIEW.** We DO DO NOT want the County to send this subdivision to the Polk County Land and Water Resources Department for calculation of watershed-drainage area, sizing of culverts, specification of drainage ways, water detention areas and erosion control features in accord with those calculations and other appropriate technical standards.

4. SUITABILITY OF LOTS FOR SEPTIC SYSTEMS:

The County policy is to require all unsewered lots that are intended to have building development to be fully tested for suitability for on-site waste disposal in order to be approved for subdividing. The County will waive this requirement on request of the Town Board. If the Town Board requests a waiver, the County will place a statement on the survey map or plat document warning lot purchasers that the lots have not been tested.

Not all lot purchasers will see this statement and occasionally a lot will turn out not to be suitable. The usual remedy for this situation is a holding tank, which places the Town in a position of responsibility for maintenance of the tank if the owner fails to do so. Town Boards should weigh this possibility in deciding whether to waive soil testing for each lot.

THE TOWN BOARD requests _____ does NOT request soil testing of the lots in this subdivision.

5. **PARKLAND DEDICATION.** Does the Town want any of the land within the subdivision to be dedicated to the Town for park purposes? YES _____ NO

6. FURTHER REVIEW

The completion of this checklist by this Town Board is the only review we require of this subdivision.

We consider this only a preliminary review. The subdivider is obligated to return with the plat or map to this Town Board at a future date for a formal review and decision to approve or disapprove.

DATED THIS 5th DAY OF DEC, 2022, by The Town Board of the Town of Osceola, Polk County.

(Town Chair) (Member) (Member)

OR _____
(Town Clerk) I attest that my signature represents the official position of the Town Board on these checklist questions.



<< Search Results



All (57)

Photos (56)

Videos (1)



HTC 2000

Road Wideners

USD **\$16,500**

Save

Compare

[✉ Email Seller](#)

[CURRENCY Get Financing*](#)

Machine Location: [3149 N 84th Circle Omaha, Nebraska 68134](#)

Seller Information

[View Seller Information](#)

Midwest Machinery Company

Contact: Chris Terry

Phone: [\(402\) 625-7156](#)

Omaha, Nebraska 68134

[Visit Our Website](#)

[📞 \(402\) 625-7156](#)

[📺 Video Chat](#)

[✉ Email Seller](#)

[📺 Video Chat](#)

[FR8STAR Get Shipping Quotes](#)

[CURRENCY Apply for Financing](#)

General

Manufacturer: HTC

Model: 2000

Serial Number: 5121

Condition: Used

Description: HTC 2000 Road Widener, With Kubota Diesel Engine, Starts, runs & operates good. Click on the video for a walk around tour and to see it run & operate.

Has the bucket clamp style of attachment so you can use it with virtually any style backhoe, wheel loader or tractor with a bucket.

[See All Road Wideners From Seller](#)

[See All Asphalt / Pavers / Concrete Equipment From Seller](#)

Share Listing:

*Notice: Financing terms available may vary depending on applicant and/or guarantor credit profile(s) and additional approval conditions. Assets aged 10-15 years or more may require increased finance charges. Financing approval may require pledge of collateral as security. Applicant credit profile including FICO is used for credit review. Commercial financing provided or arranged by Express Tech-Financing, LLC pursuant to California Finance Lender License #60DBO54873. Consumer financing arranged by Express Tech-Financing, LLC pursuant to California Finance Lender License #60DBO54873 and state licenses listed at this [link](#). Consumer financing not available for consumers residing in Nevada, Vermont, or Wisconsin. Additional state restrictions may apply. Equal opportunity lender.

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TOWN OF OSCEOLA

Polk County, Wisconsin
www.townofosceola.com

**RESOLUTION AMENDING THE 2022 BUDGET
RESOLUTION 22-12-01**

WHEREAS, the Osceola Town Board adopted the 2022 budget on November 18, 2021; and

WHEREAS, the year-to-date budget reports indicate that there are expense accounts that are currently over-budget, and revenue accounts that should be adjusted to reflect this financial report; and

WHEREAS, it is financially prudent to amend the 2022 budget accordingly.

SO THEREFORE BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF OSCEOLA TO AMEND THE FOLLOWING ACCOUNTS OF THE 2022 BUDGET:

- The sum of \$800.00 is hereby transferred from the Contingency Reserve Account to the Public Works Capital Equipment Expense Account and the Budgets of said Accounts be adjusted accordingly.
- The sum of \$5,100.00 is hereby transferred from the Contingency Reserve Account to the Elections Expense Account and the Budgets of said Accounts be adjusted accordingly.
- The Sum of \$400.00 from the Contingency Reserve Account is hereby transferred to the Payroll Expense Account and the Budgets of said Accounts be adjusted accordingly.
- The sum of \$8,700.00 is hereby transferred from the Contingency Reserve Account to the Public Works Expense Account and the Budgets of said Accounts be adjusted accordingly.
- The sum of \$3,954.00 is hereby transferred from the Clerk & Treasurer Payroll Expense to Payroll Expense Account and the Budgets of said Accounts be adjusted accordingly.
- The sum of \$6,611.00 is hereby transferred from the Public Works Payroll Expense to Payroll Expense Account and the Budgets of said Accounts be adjusted accordingly.
- The sum of \$92.00 is hereby transferred from the Plan Commission Payroll Expense to Payroll Expense Account and the Budgets of said Accounts be adjusted accordingly.
- The sum of \$1,339.00 is hereby transferred from the Town Board Payroll Expense to Payroll Expense Account and the Budgets of said Accounts be adjusted accordingly.
- The sum of \$1,200.00 is hereby transferred from the Building Expenses Account to Payroll Expense Account, and the Budgets of said Accounts be adjusted accordingly.
- The sum of \$1,200.00 is hereby transferred from the Park Expenses Account to Payroll Expense Account, and the Budgets of said Accounts be adjusted accordingly.

- The sum of \$1,300.00 is hereby transferred from the Plan Commission Accounts to the Public Works Capital Highway Equipment, Account, and the Budgets of said Accounts be adjusted accordingly.
- The sum of \$5,000.00 is hereby transferred from the Capital Improvement – Highway Cap Improvement Account to the Public Works Capital Highway Equipment Account, and the Budgets of said Accounts be adjusted accordingly.
- The sum of \$3,000.00 is hereby transferred from the Clerk & Treasurer Accounts to the Public Works Capital Highway Equipment Account, and the Budgets of said Accounts be adjusted accordingly.
- The sum of \$2,000.00 is hereby transferred from the Legal Fees Accounts to the Public Works Capital Highway Equipment Account, and the Budgets of said Accounts be adjusted accordingly.
- The sum of \$5,500.00 is hereby transferred from the Town Board Account to Public Works Capital Highway Equipment Account, and the Budgets of said Accounts be adjusted accordingly.
- The sum of \$114,000.00 is hereby transferred from the 2021 Fund Balance to Public Works to Capital Highway Equipment Account \$26,000.00, Public Works Highway Construction Account \$43,000.00, Public Works Equipment Repairs and Maintenance Account \$8,500.00, Public Works Fuel Account \$1,000.00, Public Works Wages Accounts \$24,500.00, and Public Works Road Maintenance & Repair Account \$11,000.00, and the Budgets of said Accounts be adjusted accordingly.

Adopted this 5th day of December 2022, at a Town Board of Supervisors Regular Board Meeting.

Dale Lindh, Chair

Jon Cronick, Supervisor

Debbie Thompson, Supervisor

ATTEST:

Denise Skjerven, Clerk

TOWN OF OSCEOLA LIQUOR AND TOBACCO APPLICATIONS RECEIVED**Operators' Licenses**

22-57 Steven Stephans, Brothers Country Mart

The above stated liquor license(s) seek approval by the Town Board on Monday, Dec. 5, 2022, at the regular monthly meeting held at the Town Hall at 6:30 p.m.

**PLAN COMMISSION
REGULAR MONTHLY MEETING
TUESDAY, November 22, 2022 – 6 P.M.**

MINUTES

The Plan Commission of the Town of Osceola held a meeting on Tuesday, November 22, 2022, at the Osceola Town Hall, Dresser, Wisconsin.

1. CALL TO ORDER

Jon Cronick called the meeting to order at 6:26 p.m.

2. VERIFICATION OF MEETING POSTING

Notice of the Plan Commission Meeting was posted at the Town Hall, the Dresser Post Office, First National Community Bank and the Town Website.

2, PLEDGE OF ALLEGIANCE

Cronick led the group in the Pledge of Allegiance.

4. ROLL CALL

PRESENT: Dan Tronrud, Jon Cronick, Warren Johnson and Cindy Thorman

ABSENT: Jeremy Utke, Kim Kaiser and Jim Berg

6. APPROVAL OF PROPOSED AGENDA

MOTION BY JOHNSON / 2ND BY TRONRUD TO APPROVE THE AGENDA. MOTION CARRIED.

6. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

MOTION BY TRONRUD / 2ND BY THORMAN TO APPROVE THE TUESDAY, OCTOBER 25, 2022 MEETING MINUTES. MOTION CARRIED.

7. PUBLIC COMMENT & ATTENDANCE

7 in physical attendance,
Denise Skjervren, Jan Carlson, Bob and Kym Wright, Shaheer Burney, Mr. Eric Goodman, Mr. Dan Hayman, Mr. Jim Steffen.

1 over the internet Mark Skjervren

One town resident made comments on results of previous survey in 2008 and what, if anything was acted upon? Any changes implemented? What is the goal of the new survey, and what is the budget? Since the state requires Comprehensive Plan updates, does the State provide any funds to do such?

OLD BUSINESS

A. TOWN VISION FOR COMPREHENSIVE PLAN

Jon Cronick introduced Shaheer Burney, Director, Survey Research Center (SRC) Assistant Professor, Dept. Of Agricultural Economics, University of Wisconsin—River Falls

Burney gave dynamics of survey. Explained the new survey would have a better format. Discussions with board on having a few questions different i.e.: to add broadband expansion, and updated tourism questions. Burney explained they will create charts and graphs for us. Planning Commission Committee will have a chance to review. Specific questions about boundaries map and a diversity question. A question came up if any proven changes done from last survey? What is the cost? What will be the security of survey? Timeline could total of about 8 weeks then results tabulated by U of W - RF . The previous survey cost may have been around \$4500 but not sure, depends on length, size of population and security. Survey could go as long as 6 weeks as they send out one and in 2-3 weeks send out another to be returned within 2-3 weeks.

NEW BUSINESS

A) STEFFEN MINOR SUBDIVISION OF PARCEL 042-01177-0000

Discussion whether there needs to be an application for minor subdivision or not, asking questions for Mr. Steffen regarding parcel, plus looking at Polk County Subdivision Ordinance Town Board Checklist. The committee unanimously voted to approve the minor subdivision application and recommend to the board. Motion by Johnson and 2nd by Tronrud to approve application. Motion Carried

B) POTENTIAL TRANSFER OF 1.6 ACRES TO DAN HAYMAN (2361 75TH AVE.)

Mr. Hayman is looking at making his lot bigger as he has a house on acreage next door. Discussion on whether or not there was a survey and if all ordinances are met. Motion made by Dan, 2nd by Warren to table until we get more information and get a copy of survey to determine if it requires more action. No motion

C) POTENTIAL INSTALL OF STORAGE UNITS/CONTAINERS ON ERIC GOODMAN PROPERTY (794 HORSE LAKE LANE)

Currently Goodman owns acreage at 794 Horse Lake Lane. He is asking if he can put up more storage units 30'x40' to rent out. He also indicated he would like to add a new driveway to access the storage units. Committee discussed whether the restrictive covenants are met or not and also discussed the need to fill out a driveway permit. Reminding Goodman of the one acre minimum for residential building, we also recommended he consider the covenants and any zoning restrictions. No motion was taken at this time.

10. CHAIRMAN'S REPORT

Chair not present.

11. COMMISSION MEMBER COMMENTS

Thorman suggested looking into the comments made by citizen regarding any action taken on previous survey and other suggestions he made.

12.FUTURE MEETING AGENDA ITEMS

Move forward on Comprehensive Plan.

13.NEXT PLAN COMMISSION MEETING

MEETING SET FOR DECEMBER 27, 2022 6 PM

14.ADJOURNMENT

MOTION AND 2ND TO ADJOURN THE PLAN COMMISSION MEETING HELD THIS TUESDAY THE 22ND DAY OF NOVEMBER 2022. MOTION CARRIED.

Being no further business to come before the Plan Commission, the Meeting was adjourned at 8:03 p.m.

Cynthia Thorman, Committee Member

TO BE APPROVED: DECEMBER 27, 2022

Town of Osceola
Polk County
Employee Handbook

Adopted
August 7, 2012
Amended
4/14/15 ~~and~~, 3/5/19 ~~and~~ x/x/xx

PURPOSE OF HANDBOOK

This Employee Handbook sets forth the personnel policies of the Town of Osceola. Its purpose is to familiarize employees with the personnel policies of the Town of Osceola.

All employees are considered "at-will" employees. Therefore, nothing contained in this document is to be construed by any employee as establishing, creating or constituting a written, oral or implied contract of employment. Furthermore, nothing herein shall be construed as a guarantee of continued employment nor as a guarantee of any benefits or conditions of employment.

The provisions set forth in this Handbook supersede all prior personnel policies and procedures, whether written or established by past practice. Because this Employee Handbook is based on the Town's operational policies and procedures, federal and state mandated policies and procedures, and present employee fringe benefit programs which are all to some degree subject to change, this manual is also subject to change. The Town of Osceola reserves the right to revise, add, subtract, correct, delete or update any part or all of the materials in this Handbook.

Any changes made in this Handbook will be brought to the attention of all employees by employee meetings, posting of the change on the employee bulletin board, or corrections in the Employee Handbook itself.

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Move definitions to first part of documents. (Jo Everson)

SECTION 1
INTRODUCTION

- 1.1 This publication contains information and general guidance regarding employment ~~po~~licies, procedures, rules and regulations for the use of management and employees of the Town of Osceola ("Town" or "Employer").
- 1.2 This handbook has been prepared to acquaint all employees with the ~~po~~licies, procedures, rules and regulations in the Town, and to provide for the Town's orderly and efficient operation.
- 1.3 These personnel policies and procedures are based on an "open door" philosophy. The Town wants to ensure that ~~you~~-an employee feels free to discuss any problems relating to personnel policies and procedures with management. To that end, the Town encourages interactive communication between ~~you~~-an employee and ~~you~~-an employee's supervisor. It is important for ~~you~~-as an employee to keep in mind that problems, when they arise, can best be resolved with ~~you~~-an employee's immediate supervisor. If, for some reason, the problem cannot be resolved, a Town representative will assist ~~you~~-the employee in referring ~~you~~-the employee to appropriate personnel.

By working together cooperatively and in harmony, we can be assured that the Town will continue to be known as a fine place in which to work.

SECTION 2
SCOPE, APPLICATION AND MANAGEMENT RIGHTS

- 2.1 The ~~po~~licies and procedures contained in this handbook apply to all Town employees.
- 2.2 The ~~po~~licies and procedures contained in this handbook are subject to the application of relevant labor laws in the case of certain classes of Town employees.
 - (a) Applicable state law governs the discipline and discharge of Town employees.
 - (b) Operational, safety and similar mandated policies, procedures, rules, regulations and bylaws relating to the functioning of the Town employees supplement this handbook.
- 2.3 Certain rights and responsibilities are imposed on the Town by state and federal laws, rules, legislation and court decisions. Many of these have implications for the policies and procedures that govern employees. For this reason, a summary of the Town's basic rights and responsibilities may be helpful. These rights and responsibilities include, but are not limited to, the following:
 - (a) Managing and directing the Town's employees, including the hiring, evaluation, compensation, promotion, scheduling, transfer, assignment, and retention of employees in positions with the Town.

- (b) Lay off employees.
- (c) Establishing work rules.
- (d) Establishing and altering employment policies and procedures, including those set forth in this handbook.
- (e) Suspending, discharging, or taking other appropriate disciplinary action against employees.
- (f) Scheduling overtime work as required, consistent with the Town's requirements.
- (g) Developing job descriptions and creating or eliminating jobs as the Town's needs require.
- (h) Introducing new or improved methods or facilities or changing existing methods or facilities.
- (i) Contract out for goods and services.
- (j) Discontinue certain operations.
- (k) Direct all operations of the Town.
- (l) Eliminate, change or expand its workforce, its general employment policy and procedures, and this document, at any time, and for any reason.

2.4 All employment with the Town shall be based on the need for the work and fiscal responsibility as determined in the sole discretion of the Town Board.

**SECTION 3
EQUAL EMPLOYMENT OPPORTUNITY**

- 3.1 The Town of Osceola is an equal employment opportunity employer.
- 3.2 The Town provides equal employment opportunity to all qualified employees and applicants for employment regardless of ~~their~~ the employee's race, creed, color, religion, sex, national origin, ancestry, age, or other physical or mental disability, marital status, or any other characteristic of an individual protected by, without limitation, the Wisconsin Fair Employment Act, Title VII of the 1964 Civil Rights Act, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, and the Americans with Disabilities Act of 1990, as those laws may be changed or amended from time to time. Positive action is required from all employees to help insure that the Town complies with its obligations under state and federal law.
- 3.3 Equal consideration to all qualified persons includes, but is not limited to, the following

functions: recruitment, hiring, placement, demotion, compensation for employment, promotions, transfers, training, involuntary layoffs, discipline, separation from employment, and other conditions of employment.

- 3.4 The procedure for processing complaintgrievances regarding the Town's equal employment opportunity policy is located in ~~the Appendix to~~ this Employee Handbook.
- 3.5 Our policy objective is to employ individuals who are qualified for specific work by such job-related standards as experience, demonstrated attitudeaptitude and skill, education, training, overall ability and other relevant considerations.

SECTION 4
HARASSMENT POLICY AND
COMPLAINTGRIEVANCE PROCESSING PROCEDURE

- 4.1 The policy of promoting equal employment opportunities extends to prohibiting the harassment of Town employees.
- 4.2 Harassment of other employees – in any form – is unacceptable, will not be condoned, and will subject the harassing employee to disciplinary action or discharge from employment.
- 4.3 Under federal and state fair employment laws, members of protected classes are shielded from unlawful discrimination in employment. Such discrimination can be in the form of harassment such as: unsolicited and repeated derogatory epithets, derogatory statements, or gestures made to a person because of his/her protected status or any attempt to penalize or punish a person because of his/her protected class or status. Any employee who believes that he or she has been subjected to unlawful discrimination must immediately report the harassment to the immediate supervisor or ~~Town Chair~~Personnel Committee, as provided in the complaintgrievance procedure located in this handbook.
- 4.4 The Town shall immediately and confidentially investigate all allegations of workplace harassment. If an employee is responsible for the harassment, ~~he/she~~the employee will be subject to disciplinary action or termination from employment.
- 4.5 Acts of sexual harassment at the workplace by employees against other employees, vendors or members of the public will not be tolerated and are strictly prohibited. Accordingly, the Town of Osceola adopts and establishes the following work rules and complaintgrievance procedure:
 - (a) It is unlawful and against policy for any employee, male or female, to harass another by: making unwelcome sexual advances or making favors or other verbal or physical conduct of a sexual nature a condition of any employee's work; using an employee's submission to or rejection of such conduct as the basis for or as a factor in any employment decision affecting the individual; or otherwise creating an intimidating, hostile or offensive working environment by such conduct.

- (b) The creation of an intimidating, hostile or offensive working environment may include such actions as persistent comments on an employee's sexual preference or the display of obscene or sexually oriented photographs or drawings. Conduct or actions that arise out of a personal or social relationship that are not intended to have a discriminatory employment affect may not be viewed as harassment. The Town will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.
- (c) The Town of Osceola will not condone any form of sexual harassment toward others. All employees who violate this policy will be subject to disciplinary action or discharge from employment.
- (d) Employees who believe they are being sexually harassed should immediately report the harassment to ~~their~~ the employee's immediate supervisor or ~~Town Chair~~Personnel Committee. If the employee's supervisor is the source of the alleged harassment, the employee should report to the ~~Town Chair~~Personnel Committee, Town Supervisor or the Town ~~Clerk-Treasurer~~Clerk. All sexual harassment complaintgrievances should be made in writing and will be investigated.
- (e) Supervisors who receive a sexual harassment complaintgrievance should carefully investigate the matter, keeping in mind that privacy considerations will be applied in handling this type of complaintgrievance. The investigator should question all employees who may have knowledge of either the specific incident complained of or similar problems. The complaintgrievance, the investigative steps and the findings should all be documented as thoroughly as possible.
- (f) Employees who are dissatisfied with the resolution of a sexual harassment complaintgrievance may file a complaintgrievance through the Town's complaintgrievance resolution procedure. No employee will be subjected to any form of retaliation or discipline for pursuing a sexual harassment complaintgrievance. Modifications to the complaintgrievance resolution procedure may be necessary so as not to duplicate the investigation procedure.
- (g) If an employee believes that he or she is being retaliated against for pursuing a claim of harassment, that employee should immediately file a written complaintgrievance.

4.6 It is the Town's intention to be fair and impartial in order to establish the smoothest working relationship possible. Retaliation against any person who has registered a complaintgrievance or who has made a report of harassment, or against any person who has participated in the Town's investigation of a complaintgrievance or report, is strictly prohibited.

**SECTION 5
WORKPLACE VIOLENCE POLICY**

- 5.1 The safety and security of our employees is of vital importance. Therefore, acts or threats of physical violence, including intimidation, harassment and/or coercion which involve or affect the Town or which occur on Town property are considered misconduct and will not be tolerated.
- 5.2 The prohibition against threats and acts of violence as described above applies to all persons involved in the operation of the Town including (but not limited to) our own personnel, contract and temporary workers, and non-employees on Town property. Any confirmed act or threat will be grounds for disciplinary action, up to and including termination of employment.
- 5.3 No provision of this policy statement or any other provision in this plan alters the at-will nature of employment with the Town. Town management makes the sole determination of whether, and to what extent, threats or acts of violence are acted upon by the Town. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.
- 5.4 Any employee who has been a recipient of a threat of violence or a victim of an act of violence is to make a report to the ~~Town Chair~~ **Personnel Committee**. Such reports will be kept confidential to the maximum extent possible and may be used in the Town's investigation. Because the threat may come from a source external to the Town, we will assess the need for special safeguards and cooperate with local authorities.

**SECTION 6
GRIEVANCE PROCEDURE**

6.1 The Town of Osceola recognizes the right of its employees to receive fair and impartial treatment. Accordingly, the Town has established the following grievance procedure. We regard the use of this problem-solving procedure not as a nuisance, but as an opportunity to correct dissatisfaction in job-related practices and policies.

6.2 Purpose: This grievance procedure is adopted pursuant to s. 66.0509(1m), Wis. Stat., and is intended to provide a timely and orderly review of disputes regarding: a) employee terminations, b) employee discipline, and c) workplace safety.

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6.3 Definitions for terms used in this document:

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(a) "Days": means calendar days, excluding legal holidays as defined in s. 995.20, Wis. Stat.

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(b) "Discipline": means any employment action that results in disciplinary suspension without pay, disciplinary reduction in pay or other benefits, disciplinary demotions and terminations. The term "discipline" does not include verbal notices or reminders, written reprimands, performance evaluations, documentation of employee acts and/or omissions in an employment file, non-disciplinary demotions, non-disciplinary adjustments to compensation

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or benefits, actions taken to address job performance such as establishment of a performance improvement plan or job targets; placing an employee on paid leave pending an internal investigation; or other personnel actions taken by the employer for non-disciplinary reasons.

(c) **"Hearing Officer"**: means the impartial hearing officer required pursuant to s. 66.0509(1m)(d)2, Wis. Stat. The hearing officer selected by the Town to serve as the hearing officer such as: a lawyer, a professional mediator/arbitrator, a retired judge, or other qualified individual. The hearing officer shall not be an employee of the Town.

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(d) **"Termination"**: means a discharge from employment for rule violations, poor performance, acts detrimental to the employer or other acts of misconduct. The term "termination" does not include: a voluntary quit, completion of seasonal employment, completion of temporary assignment, completion of contract, layoff or failure to be recalled from layoff at the expiration of the recall period; retirement, job abandonment ("no call, no show" or other failure to report to work); or termination of employment due to medical condition, lack of qualification or license, **or any other cessation of employment not involving involuntary termination.**

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(e) **"Workplace Safety"**: means any alleged violation of any standard established under state law* or rule or federal law or regulation relating to workplace safety.

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6.4 Process and Timelines:

~~The clerk should not be involved, it should be the personnel committee at all times- Jo Everson~~

(a) Step One

Written Grievance Filed with ~~Town ChairPersonnel Committee~~ The grievant must file a written grievance with the ~~Clerk-TreasurerClerk~~ within 10 days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. So that an earnest effort can be made to resolve the matter informally, the grievant must discuss the issue with the ~~Town ChairPersonnel Committee~~ prior to filing the written grievance. However, in the case of a termination, such a meeting is not required. Grievance forms may be obtained from the ~~Clerk-TreasurerClerk~~. The Town ~~Clerk-TreasurerClerk~~ shall inform the ~~Town ChairPersonnel Committee~~ about receipt of the written grievance as soon as practicable.

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The ~~Town ChairPersonnel Committee or the Chair's designee~~ will meet with the grievant within 10 days of receipt of the written grievance. The ~~Town ChairPersonnel Committee or the Chair's designee~~ will provide the grievant with a written response within 10 days of the meeting. A copy of the response shall be filed in the ~~Clerk-TreasurerClerk's~~ office.

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(b) Step Two

Impartial Hearing Officer The grievant may request an appeal to the hearing officer by filing a written request with the Town ~~Clerk-TreasurerClerk~~ within 10 days of receiving the written response. The Town ~~Clerk-TreasurerClerk~~ shall notify the ~~Town ChairPersonnel Committee~~ about the filing of the request for a hearing as soon as practicable. The Town will work with the hearing officer and grievant to schedule a mutually agreeable hearing

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date.

The hearing officer shall provide the grievant and the ~~Town Chair~~ **Personnel Committee** with a written decision no later than 30 days after the hearing date. The hearing officer shall also provide the ~~Clerk-Treasurer~~ **Clerk** with a copy of the decision for filing in the ~~Clerk-Treasurer~~ **Clerk's** office.

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(c) Step Three

Review By Town Board The non-prevailing party may file a written request with the ~~Clerk-Treasurer~~ **Clerk** for an appeal to the Town Board within 10 days of receipt of the hearing officer's decision. The ~~Clerk-Treasurer~~ **Clerk** shall notify the ~~Town Chair~~ **Personnel Committee** about the request as soon as possible. The Town Board shall decide the matter and issue a written decision within 45 days of the filing of the appeal. The Town Board may sustain, deny or modify the recommendation of the impartial hearing officer. The decision of the Town board shall be final and binding. A copy of the board's decision shall be provided to the grievant and filed in the ~~Clerk-Treasurer~~ **Clerk's** office.

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All timelines may be extended by mutual written agreement of the Town Board and grievant. Without such agreement, a failure of the grievant to adhere to any of the specified timelines shall preclude any further consideration of the grievance.

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If the last day on which an event is to occur is a Saturday, Sunday, or legal holiday, the time limit is extended to the next day which is not a Saturday, Sunday or legal holiday. A grievance or request for an appeal is considered timely if received by the ~~Clerk-Treasurer~~ **Clerk** during normal business hours or if postmarked by 11:59 p.m. on the due date.

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If the grievance is not answered within the time limits, at any stage, the grievant may proceed to the next available step within 7 days.

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The grievant and Town Board may mutually agree in writing to waive a step or multiple steps within the procedure.

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Granting the requested or agreed upon remedy resolves the grievance.

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6.5 Grievance Requirements:

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(a) The written grievance must contain:

1. A statement of the pertinent facts surrounding the nature of the grievance.
2. The date the incident occurred or the date the alleged workplace safety concern was discovered.
3. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion.
4. The specific remedy requested; and
5. A description of the workplace safety rule alleged to have been violated, if applicable.

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6.6 Chair's Response:

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(a) The ~~Town Chair~~ Personnel Committee's written response to the employee's written grievance must contain:

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1. A statement of the date the meeting between the grievant and ~~Town Chair~~ Personnel Committee was held.
2. A decision as to whether the grievance is sustained or denied.

6.7 Procedure Before the Hearing Officer: The hearing officer shall define the issues, identifying areas of agreement and identifying the issues in dispute and hear evidence and arguments. The hearing officer will determine whether the Town acted in an arbitrary and capricious manner. A decision will not have been arbitrary or capricious if it was made in the best interest of the Town. In all cases, the grievant shall have the burden of proof to support the grievance. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be strictly followed. However, no factual findings may be based solely on hearsay evidence.

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The hearing officer may require the grievant and Town to submit materials related to the grievance and witness lists in advance of the hearing in order to expedite the hearing. The hearing officer shall sustain or deny the decision of the ~~Town Chair~~ Personnel Committee. The hearing officer is not given authority to modify the decision made by the ~~Town Chair~~ Personnel Committee. The hearing officer is not given authority to grant in whole or in part the specific request of the grievant. Within 30 days after the hearing, the hearing officer will issue a decision in writing indicating the findings and reasons for the decision.

If the hearing officer's decision on any grievance is appealed, only the issues raised in the hearing may be appealed. Issues are not subject to modification in the appeal process.

6.8 Hearing Officer's Decision:

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The hearing officer's written decision must contain:

1. A statement of pertinent facts surrounding the nature of the grievance.
2. A decision as to whether the grievance is sustained or denied, with the rationale for the decision.

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3. A statement outlining the timeline to appeal the decision.

6.9 Representation: Both the grievant and the Town may be assisted by a representative of ~~their~~ the employee's own choosing in person or by teleconference at any point during the grievance process.

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6.10 Consolidation: The ~~Town Chair~~Personnel Committee and/or the hearing officer may consolidate grievances where a reasonable basis for consolidation exists.

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If more than one grievant is grieving the same issue or circumstance, a single grievance form may be used. A group grievance must be signed by all grieving employees and must indicate that it is a group grievance at the first step in the grievance process.

6.11 Costs: Any expense incurred by the grievant in investigating, preparing, or presenting a grievance shall be the sole responsibility of the grievant. Each party (grievant and employer) shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney fees. The fees of the impartial hearing officer shall be divided equally between the parties with the grievant(s) paying half and the employer paying the other half. Fees paid the hearing officer will be determined on a case by case basis.

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**SECTION 7
RULES OF CONDUCT**

7.1 All Town employees shall comply with the reasonable rules and regulations of conduct on the job, which may be promulgated from time to time at the sole discretion of the Town Board.

7.2 Rules and regulations governing the conduct of employees on the job are intended to provide for the orderly and efficient operation of the Town.

7.3 A list of rules of conduct on the job cannot be complete, exhaustive or exclusive, because it is neither possible to list every form of possible misconduct nor to anticipate every rule of conduct that the Town may wish to promote or to prohibit in the future.

7.4 The following rules of conduct on the job are in force and effect:

- (a) Solicitation and Distribution. The maintenance of a business atmosphere is important to the operation of the Town of Osceola and protects employees from undue interference while performing ~~their~~ the employee's jobs. Employees may not, in working areas at any time, engage in solicitation of any kind or the distribution of literature of any kind for any organization, fund, activity or cause during normal working hours or during the normal working hours of any employee being solicited or receiving literature.

The term working area does not include any area provided to employees as a lunch or break room. The term normal working hours does not include regular, authorized breaks or an employee's unpaid lunch period. Off-duty employees may not solicit or distribute literature on Town premises at any time.

- (b) Political Activity. Employees may not hold elective office in the Town.

Employees shall not, in ~~their-the employee's~~ working area or during ~~their-employee's~~ working hours, engage in political activity relating to Town government except to sign a nomination petition or to vote. An employee may express a private or personal opinion with respect to Town government political issues only in an area provided as a lunch or break room, and then only during authorized breaks or the unpaid lunch period.

No employee shall attempt to influence or to pressure any other employee, citizen or resident to obtain any property or contribution of money, time or support, directly or indirectly, for any political campaign or personal gain during the employee's or any other employee's working hours or in the working area.

- (c) Alcohol and Drugs. Employees must report to work free of drugs, intoxicants, alcohol, narcotics, or any other controlled substance.

Employees may be disciplined, up to and including termination, for possession, consumption, not being free of, or use of any drugs, drug paraphernalia, intoxicants, alcohol, narcotics, or any other controlled substance, at any time while on Town property or while performing Town work.

Employees must report to ~~their-the employee's~~ supervisor or ~~Town-ChairPersonnel Committee~~ when ~~they-the employee~~ are taking any prescription or over-the-counter medication known to cause dizziness or drowsiness or that might affect ~~their the employee's~~ senses, motor ability, judgment, reflexes, or otherwise affect ~~their-the employee's~~ ability to perform ~~their-the employee's~~ job.

The purpose of these work rules is: (a) to establish and maintain a safer, healthier working environment; (b) to help reduce the number of and potential for industrial injuries; (c) to aid in reducing absenteeism and tardiness; and, (d) to improve job performance.

Town employees who hold a commercial driver's license and who perform safety-sensitive functions are subject to Department of Transportation regulations mandating pre-employment, random, reasonable suspicion, post-accident, return to duty and follow-up drug-testing and in accordance with the Town's Alcohol and Substance Abuse testing policy.

The Town may require an employee to undergo a drug and/or alcohol screening test to verify compliance with this rule and related state and federal regulations. The procedure for drug and/or alcohol testing is provided for in the Appendix to this handbook. Refusal to cooperate with this rule may result in discipline, up to and including termination. Depending upon the seriousness and circumstances of the violation, and at the Town's sole discretion, an employee who tests positive for drugs and/or alcohol may be referred to counseling, rehabilitation, or to an employee assistance program, if any, at the employee's sole expense.

- (d) Public Service. All Town employees are public servants. Employees shall, at all times

and in all circumstances while dealing with the public, conduct themselves in a manner, which reflects favorably upon the Town.

Employees shall provide the public with prompt, courteous, effective and efficient service, and shall promptly and accurately communicate citizen comments, concerns and questions to ~~their~~the employee's immediate supervisor or ~~Town Chair~~Personnel Committee who shall refer potential action matters to the attention of the ~~Clerk-Treasurer~~Clerk and the Town Board.

~~Again, to the personnel committee... please remove submission to the clerk. Jo Everson~~

- (e) Appearance. Town employees shall dress appropriately for ~~their~~the employee's position and job duties. Employees shall maintain reasonable standards of neatness and cleanliness. Clothing that is imprinted with illustrations or messages that may be insulting, demeaning, harassing or offensive to co-workers or the public are prohibited. Jewelry, perfume and other accessories should not interfere with an employee's or co-workers' ability to do ~~their~~the employee's jobs and should not pose a safety or health hazard. Reporting to work in other than a presentable condition may necessitate ~~your~~the employee being sent home to change. Repeated violations may lead to disciplinary action up to and including termination of employment. Those employees who are furnished uniforms, protective gear and/or I.D. badges are required to wear all such items as furnished by the Town.

- (f) ~~Code of Ethics. The Town has adopted ordinances, which address actual and potential conflicts of interest between its employee and the conduct of Town business. These laws apply to all Town employees, and a reprint of the applicable ordinances is included in the Appendix to this handbook.~~

~~Does the Town have a code of ethics? This needs to be reviewed Jo Everson~~

- (g) Payment Other Than Wages. Employees shall not accept or solicit any individual fee, gift, discount, entertainment or anything of value in the course of performing Town work. No employee shall accept or solicit any direct or indirect payment, other than wages and benefits paid in the normal course of employment by the Town, as compensation for performing any Town job or providing any Town service.
- (h) Private and Public Property. Property of any value found by or coming into the hands of employees from any person during the performance of ~~their~~the employee's duties shall not be converted to personal use or for personal gain, but shall be reported to and surrendered to the supervisor for disposal or processing according to established departmental procedures.

Employees shall not remove any Town property, any property belonging to Town contractors, property in Town custody, or the property of any other Town employee from the work site.

This policy does not preclude employees' use of Town property or vehicles when necessary for job performance or where given prior approval to perform work appropriate to the job away from the work site, to travel to and from the work site, or to

use Town property for minor or occasional personal use upon prior approval and after providing reasonable indemnification to the Town for such use.

- (i) Smoking. In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in Town buildings and in Town vehicles is strictly prohibited. Employees violating this policy may be subject to disciplinary action, up to and including discharge. This includes vaping and electronic cigarettes. Jo Everson

- (j) Safety and Health. As a Town employee, the employee has a personal responsibility keep oneself, co-workers, and equipment free from accident. Employees shall at all times conduct ~~their~~the employee's work in a safe and healthful manner with the public, ~~their~~the employee's own, and ~~their~~the employee's fellow workers' safety ~~their~~the employee's first priority. Doing the job safely is as much a part of job performance as technical knowledge, skill or ability. Therefore, ~~you~~the employee should report any unsafe practice and conditions to ~~your~~the employee's supervisor at once. Delay may result in serious injury.

Employees shall comply with all posted, promulgated or legally mandated health and safety regulations pertaining to the performance of ~~their~~the employee's jobs and the maintenance of ~~their~~the employee's work spaces. Employees must, at all times, wear any safety equipment and clothing, and any safety guards or devices provided for or mandated to be used as part of performing ~~their~~the employee's job duties. Employee's failure to use/wear safety gear will be subject to disciplinary action up to and including termination. Public works should be required to wear safety vest / safety boots. No tennis shoes. Jo Everson

All work related injuries or illnesses of any kind, no matter how minor or severe, shall be reported to the supervisor immediately. If ~~you~~the employee are is injured on the job (or if ~~you~~the employee are is a witness to an injury) ~~you~~the employee must report the incident as soon as possible after taking necessary action to prevent further injury or death. ~~You~~The employee may also be required to make a written report about the incident to Town management.

The Town of Osceola welcomes and encourages suggestions from all employees regarding safety.

- (k) Job Accountability. Employees shall perform the duties of ~~their~~the employee's job and shall comply with the orders and directions of ~~their~~the employee's immediate supervisor.

Job performance shall meet the reasonable work standards established by supervisors, the Town administration, and as promulgated from time to time by the Town Board.

Employees shall submit timely and accurate time cards, and shall provide personal information as required for the Town to comply with state and federal labor laws, record

keeping and maintenance, and insurance requirements. A change of name, address, home telephone number, or change affecting fringe benefits or tax withholding information shall be reported to the ~~Town Chair~~Personnel Committee or, Clerk-Treasurer~~Clerk or Treasurer~~ without delay. Employees shall not falsify any report, supply any false or misleading information, or report or falsify any information of another Town employee.

Employees shall notify the supervisor whenever leaving the work site, and shall immediately report for duty upon the expiration of any break or lunch period. Employees shall not leave work, commence clean up or stop work without notifying the supervisor.

- (l) Telephone. Employees shall not use Town telephones for personal or long distance calling except with prior authorization of the supervisor or in the case of an emergency. Or personnel cell phones unless it is an emergency. Jo Everson
- (m) Outside Employment. Regular full time Town employees shall not hold employment outside ~~their~~the employee's employment with the Town if such outside employment will create any actual or any appearance of a conflict of interest with the Town, if such outside employment will affect the efficient and effective performance of ~~their~~the employee's job duties, or if such outside employment makes it necessary for any reason to change ~~their~~the employee's work assignment or schedule.
- (n) Residency. The Town requires that employees live in or reasonably near the Town to be available to help the citizens, and to be able to respond to emergencies quickly. Town employees are required to live within 20 minutes of the Town Hall unless the Board agrees by ~~two third~~three fifths vote to override the ruling. Please check on this. It is my understanding that you cannot required residency as a condition to employment. Jo Everson
- (o) Bulletin Boards. It is the policy of the Town to keep employees informed of Town activities. The Town may also provide a bulletin board in a location convenient for use by its employees. Authorization for employees to use the Town bulletin board must first be obtained from management. All persons who post notices, letters, and the like on Town bulletin boards without first obtaining authorizations will be subject to disciplinary action, up to and including termination.
- (p) Confidentiality. It is the policy of the Town of Osceola to ensure that the operation, activities, and business affairs of the organization and our clients are kept confidential to the greatest possible extent. If, during the course of employment, ~~you~~the employee acquire confidential or proprietary information about the Town, such information is to be handled in strict confidence and not to be disclosed with others. Employees are also responsible for the internal security of such information.

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Nothing in this policy is intended to prohibit employees from discussing with others ~~their~~the employee's wages, hours or terms and conditions of employment.

Employees found to be violating this policy are subject to disciplinary action, up to and

including termination.

- (q) Performance Evaluation. ~~Your-The employee's~~ supervisor will normally conduct a formal review of ~~your-the employees'~~ performance sometime during ~~your-the employees~~ first year of employment. Thereafter, performance evaluations will normally occur on an annual basis. Such evaluations may include a review of ~~your-the employee's~~ quality and quantity of work, dependability, job knowledge, judgment, initiative and other job-related issues. These evaluations can serve as an assessment of ~~your-the employee's~~ performance and a tool for planning ~~your-the employees~~ career development. ~~Please expand on this, who does the eval, when are they required. Etc. Jo Everson~~

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SECTION 8
DISCIPLINE

8.1 State laws, in particular Sections 946.10 through 946.18 of the Wisconsin Statutes, prohibit all public employees from engaging in certain kinds of conduct. If a public employee engages in one of these prohibited acts, it could be treated as a felony offense calling for a term in prison, a fine of up to \$10,000, or both. Some kinds of conduct all public employees must avoid include, but are not limited to:

- (a) Accepting or expressing a willingness to accept, either directly or indirectly, anything of value that could influence ~~their-the employee's~~ conduct, including decisions made in the Town as a public employee.
- (b) Asking for or accepting any special privilege from a public utility.
- (c) Intentionally soliciting or accepting anything of value for performing a service or duty that is part of an employee's responsibilities.
- (d) Intentionally failing or refusing to perform any lawful duty that is assigned or one that is required by law, administrative rule or ordinance.
- (e) Intentionally acting in excess of the authority an employee is entitled to exercise.
- (f) Bidding for, negotiating or entering into a contract that involves an expenditure of \$15,000 a year or more and in which the employee has a personal interest or may realize a personal gain.
- (g) Giving anything of value to another person for the purpose of securing the passage or defeat of a measure before the state legislature.

or accepting any special privilege from :

- 8.2 Town employees are also expected to observe reasonable rules of personal conduct governing ~~their~~the employee's behavior on the job. Disciplinary action against Town employees may be taken for violations of any personnel policies and procedures or for unsatisfactory work performance. At the Town's sole discretion, various types of employee discipline may be imposed which include, but are not limited to, the following: verbal warning, written warning or suspension. None of these disciplinary measures are required to be used before discharge from employment occurs nor are the listed disciplinary actions required to be used in any specific order. Employees who violate Town policies and procedures or who have unsatisfactory work performance are subject to disciplinary action, up to and including discharge from employment.
- 8.3 Town employees are expected to work in a competent and conscientious manner which reflects favorably upon the employee and the Town. Instances may occur when an employee has exhibited questionable behavior and corrective action is necessary. The following is a list of examples of behavior which would normally justify corrective action.
1. Fraud in securing employment
 2. Incompetency
 3. Inefficiency
 4. Unauthorized absences
 5. Repeated absence or tardiness
 6. Neglect of duty
 7. Insubordination or willful misconduct
 8. Dishonesty/theft of Town property
 9. Assuming duties while under the influence of controlled substances or intoxicants; or possession of use of intoxicants or controlled substances during working hours
 10. Conviction of a felony or misdemeanor the circumstances of which are substantially related to the duties performed
 11. Negligence or willful damage to property
 12. Discourteous treatment of the public or fellow employees
 13. Loss of driver's license if required for the job
 14. Sexual or other unlawful harassment or discrimination

- 15. Violation of any lawful order, directive, policy, or work rule
- 16. Safety violations involving failure to wear appropriate safety gear or will-full failure to follow proper safety procedures

The offenses listed above are not intended to be all-inclusive, and discipline or discharge may occur for any other reason depending upon the seriousness of the offense and the particular circumstances involved.

SECTION 9
WAGES, HOURS AND WORKING CONDITIONS

9.1 The Town employs persons in a full time, part time, and temporary, or seasonal position.

- (a) Full Time. A full time employee is one who is regularly scheduled to work forty (40) or more hours per week. Jobs included under this title include public works supervisor, public works employee. Jo Everson
- (b) Part Time. A part time employee is one who is regularly scheduled to work less than forty (40) hours per week. Jobs included under this title include Town Clerk, Town Treasurer. Jo Everson
- (c) Temporary/Seasonal. A temporary or seasonal employee is one who is hired for a specified period of time, for a specified, limited position or project, and who, during such limited period or for such limited purpose, is generally not scheduled to work more than forty (40) hours per week. Jobs included under this title include election inspectors, part-time public works employees. Jo Everson

9.2 In addition to the categories above, each position is designated as either non-exempt or exempt from federal and state wage and hour laws. Since we do not have any salaried employees, it would be best to remove the exempt status. No Confusion. Jo Everson

- (a) Non-exempt employees are entitled to overtime pay pursuant to federal and state wage and hour laws.
- ~~(b) Exempt employees are excluded from certain provisions of federal and state wage and hour laws and are not eligible for overtime pay. Jo Everson~~

9.3 A normal work week is Monday through Friday eight hours a day unless the ~~Town Chair~~Personnel Committee or Supervisor modifies the work schedule. The Town of Osceola reserves the right to schedule and/or change all hours and schedules of work as deemed necessary by the Town.

- (a) Public work normal hours may be adjusted from May 1 to November 1 to Monday through Thursday ten hours a day.

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9.4 Employees that are paid an hourly rate are considered non-exempt and shall be paid biweekly on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous pay period (that ends on the Friday before payday).

~~———— Salaried employees are considered exempt and shall be paid once a month after paychecks have been signed the first Tuesday of each month at the Town Board meeting. Each paycheck will include earnings for all work performed through the end of the current month. Jo Everson~~

- (1) If the pay date falls on a scheduled day off holiday, employees will receive pay on the last day of work before the regularly scheduled payday.
- (2) Paychecks will not be distributed early.
- (3) If the employee is on vacation, ill, or for some other reason does not report to work on the payday, the Town will retain ~~his/her~~the employee's paycheck until ~~he/she~~the employee returns to work, unless the employee has made other arrangements.

Each employee is required to complete a time sheet in accordance with approved format and record the hours worked, vacation time, sick time and holidays per pay period. Each time sheet shall be signed by the employee and submitted to the payroll office.

9.5 Full-time Town employees are entitled to an unpaid, 30-minute duty-free lunch period during each work day; and, may take two paid, 15-minute break periods per work day.

If taken, one 15-minute break period must be taken during the first half of the work day, the other must be taken during the second half of the work day. The breaks may not be taken at the beginning or at the end of the work day. ~~They~~The breaks may not be taken immediately before or after the lunch break. ~~They~~The breaks may not be aggregated, substituted, traded, banked, saved, credited, or in any other manner manipulated to effect any change in the employee's work schedule.

Break periods are calculated from start to finish regardless of the time, place or manner of ~~their~~the employee's exercise. No break period may be taken if doing so will leave any Town office, facility or other public contact location untended or unavailable for public service.

9.6 The Town, through its supervisors, may require any employee at any time to work beyond the end of ~~his/her~~the employee's scheduled working ~~hour~~for hours for that day, or beyond ~~his/her~~the employee's total hours of the normal work week. ~~I~~ question "through its supervisors" Jo Everson

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In the event the Town requires overtime work to be performed, it shall compensate non-exempt employees who perform actual work in excess of forty (40) hours during any work week at the rate of one and one-half times ~~their~~the employee's regular rate of pay. Employees shall not work in excess of forty (40) hours during any work week without the express prior authorization of an immediate supervisor or the ~~Town Chair~~Personnel Committee. The immediate supervisor or the ~~Town Chair~~Personnel Committee may reduce an employee's

regularly scheduled work week in order to avoid the payment of overtime. No such prior authorization shall carry over to, or apply to any pay period except the one for which the authorization is actually made. **This needs to be reviewed and discussed. Jo Everson**

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Hours credited as actually worked because of a paid holiday shall be included in determining whether an employee has actually worked in excess of forty (40) hours during a work week.

Pay which an employee receives because of personal leave, vacation, other leave taking, or due to any premium paid for actual work on a holiday shall not be included in determining whether an employee has actually worked in excess of forty (40) hours during a work week. **This IS required by law. Jo Everson**

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Employees will be paid for overtime hours actually worked along with the regular compensation for the pay period in which it is earned. Extra work will be converted at one and one half times the employee's regular pay rate. ~~Employees may choose instead to have their one and one half times converted to comp time. Employees may accrue up to 45 hours comp time in a calendar year. Any comp time not used by December 31st will be paid out.~~

**SECTION 10
POLICY ON EXEMPT EMPLOYEE PAY**

Provisions Mandated by the Salary Basis Rules

- 10.1 Exempt employees normally must receive ~~their~~the employee's full salary for any week in which ~~they~~the employee perform any work, without regard to the number of days or hours worked. However, exempt employees need not be paid for any workweek in which ~~they~~the employee perform NO work at all for the organization.
- 10.2 Deductions from pay cannot be made as a result of absences due to the circumstances listed below. Such improper pay deductions are therefore specifically prohibited by the Town regardless of the circumstances. Supervisors violating this policy will be subject to investigation of ~~their~~the employee's pay practices and appropriate corrective action in accordance with normal procedures.
 - A. Jury duty
 - B. Attendance as a witness
 - C. Temporary military leave
 - D. Absences caused by the employer
 - E. Absences caused by the operating requirements of the business

80

F. Partial day amounts other than those specifically discussed below

10.3 The few exceptions to the requirement to pay exempt employees on a salary basis are listed below. In these cases deductions may be permissible as long as ~~they~~the employees are consistent with other Town policies and practices.

- A. Absences of one or more full days for personal reasons other than sickness or disability (partial days must be paid).
- B. Absences of one or more full days due to sickness or disability.
- C. Fees received by the employee for jury or witness duty or military leave may be applied to offset the pay otherwise due to the employee for the week. No deductions can be made for failure to work for these reasons, however.
- D. Penalties imposed by infractions of safety rules of major significance.
- E. Unpaid disciplinary suspensions of one or more full days in accordance with the Town's disciplinary policy.
- F. Deductions for the first and last week of employment, when only part of the week is worked by the employee, as long as this practice is consistently applied to all exempt employees in the same circumstances.
- G. Deductions for unpaid leave taken in accordance with a legitimate absence under the Family and Medical Leave Act.

ComplaintGrievance Procedure

- 1. Employees who believe ~~their~~the employee's pay has been improperly reduced should contact the ~~Town Chair~~Personnel Committee immediately to request an investigation.
- 2. The employee will be asked to specify in writing, using the guidance above, the circumstances of the pay deduction and whether it has occurred on other occasions.
- 3. The Town will review pay records and interview the supervisor, as well as the payroll representatives handling the employee's pay, to determine if the allegation is correct.
- 4. If the deduction was in fact improper, the Town will reimburse the employee as promptly as possible (but in no case longer than two pay periods from the identification of the problem).
- 5. The individual(s) responsible for the error will be investigated further to determine if this was an isolated incident or a pattern of conduct that requires further action on the part of the Town. If warranted, the responsible person(s) will be held accountable for the error(s) made consistent with Town disciplinary policy.

- 6. The resolution of the situation will be documented (including confirmation on the part of the employee that the situation has been resolved) and placed with the employee's pay records.
- 7. Following the identification of such a problem, the Town will establish a practice to regularly audit employee pay records to ensure no further issues arise.

**SECTION 11
LEAVES AND BENEFITS**

If we are going to use PTO, then use it. Can't be PTO & Vacation & Sick leave separately. Remove ¾" time. Jo Everson

11.1 After completing the probationary period, the Town provides certain leaves, allowances for paid time off, and benefits as follows:

- (a) Sick Leave. A ¾ time employee accrues 30 hours and a full time employee accrues 40 hours of sick leave on January 1st each year. A maximum of 160 hours can be carried over into the next calendar year.

Sick leave may be used by an employee for illness, doctor/dental appointments, tending to immediate family members illness, and attending funerals if immediate family members. Should the Town Board deem sick leave use excessive, a written statement by a doctor may be required.

In the event of illness or other absence under this benefit, the employee must notify the immediate supervisor or Town daily before the regular starting time.

Employees who provide the Town with timely notice and who are absent due to illness or injury for three consecutive work days may be required to submit a physician's certification or other medical authorization before being permitted to return to work.

Failure to timely notify of an absence under this policy, to report for duty as scheduled, or to provide a physician's certification or other medical authorization when requested may result in automatic termination of employment.

Employees may also be disciplined or terminated for repeated, habitual or excessive tardiness or absences, for repeated, habitual or excessive tardiness in timely returning to work after breaks or lunch periods, for similar early departure from work, or for any failure to report to work when benefits under this policy have been exhausted.

- (b) Paid Time Off (PTO). PTO combines vacation and floating (personal) days into one plan. ~~Any ¾ time or full time employee who has completed the probationary period shall be entitled to PTO time.~~

Time off taken will be at the approval of the ~~Town Chair~~Personnel Committee. PTO time will be awarded at January 1st of each calendar year.

Upon hire, the employees' PTO will be pro-rated from hire date to Dec. 31st as states in the schedule below. The employee will not be able to start using the employee's PTO until the employee has completed the probationary period. Should an employee's employment be terminated for any reason prior to December 31st of the given year, the PTO shall be prorated based on the days worked in the calendar year. If an employee has used more PTO than actually accrued during the partial year worked, the employee's final payroll check will be debited for the appropriate amount.

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Years of Service	PTO Accrued/Year			
	Hours- $\frac{3}{4}$	Hours-Full	Days	Weeks
0 to 5	60	80	10	2
6 to 10	90	120	15	3
11 to 15	105	140	17 $\frac{1}{2}$	3 $\frac{1}{2}$
16 to 20	120	160	20	4
21 or more	150	200	25	5

The employee may carryover carry over into the next calendar year up to 80 hours of PTO and will be compensated for any remaining, carried over PTO should his/her the employee's employment end. I believe this is too high. I think it should be 40 hours only. Jo Everson

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Accumulation of the Paid Time Off benefit according to the preceding schedule is based on continuous, uninterrupted employment with the Town.

Upon termination of employment, employees shall be compensated for any accrued and accumulated Paid Time Off leave benefit up to the 280 hour maximum in the final pay check at the employee's then current regular rate of pay. This is a lot of hours. This needs to be discussed in more detail. Jo Everson

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Vacation leave must be requested in writing at least ten (10) work days in advance of its intended commencement date. The Chair Personnel Committee may grant or deny a request for vacation leave depending on departmental or emergency work schedule requirements or conflicts with other scheduled vacations in the same department. The Town reserves the right to determine the number of personnel to be on vacation at any one time. Generally, vacation leave requests shall be granted on a first come, first served basis. I think probationary time should be included here, especially when and how probationary time can be used. Jo Everson

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- (c) Holidays. After completion of the probationary period, the paid holidays that occur within the normal work week in addition to the PTO $\frac{3}{4}$ and full-time employees receive are: Include these hours at 8 hours per holiday and in PTO hours. Jo Everson

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January 1
 Memorial Day
 July 4
 Labor Day
 Thanksgiving Day
 Christmas Day

Employees shall be entitled to the listed days off with pay at ~~their~~the employee's regular hourly rate. If an employee works a holiday, the pay for the time actually worked will be additional compensation at the rate of 1 ½ times the employee's regular hourly rate.

If a holiday falls on a Saturday, the preceding Friday shall be deemed and observed as the holiday. If the holiday falls on a Sunday, the following Monday shall be deemed and observed as the holiday or other agreed upon day by the employee and ~~Town Chair~~Personnel Committee.

~~When December 25 falls on a Saturday or a Sunday, the preceding Friday or the following Monday shall be deemed and observed as the Christmas Eve holiday upon approval by the Town Chair.~~

Unless granted prior approval by an immediate supervisor or ~~Town Chair~~Personnel Committee, an employee who is on work status but fails to actually work, if scheduled, the day before and the day after any holiday forfeits any entitlement to holiday pay.

- (d) Military Leave. All military leaves will be granted in accordance with state and federal law. For additional details regarding ~~your~~the employee's rights in this regard, please contact the ~~Town Chair~~Personnel Committee.
- (e) Jury Duty. Employees called to jury duty or subpoenaed to appear as a witness on behalf of the Town in a legal proceeding shall receive ~~their~~the employee's regular rate of pay for all time actually away from the job attributable to such service.

To receive jury duty pay, the employee must provide the Town with adequate proof of service and actual attendance at the proceeding, and shall surrender to the Town any jury duty pay or witness fee, less mileage allowance, received related to such service.

An employee called to jury duty or to act as a witness must report back to work as soon as reasonably possible during the work day whenever such service requires the employee to be absent from the work place for less than a full work day.

- (f) Workers and Unemployment Compensation. The Town provides workers compensation insurance and unemployment compensation insurance benefits as provided by law.
- (g) Retirement Program. After completion of ~~their~~the employee's probationary period, employees who qualify will be enrolled in the Wisconsin Retirement System.

Wisconsin Retirement System

Employees who meet Department of Employee Trust Funds (ETF) eligibility requirements are enrolled in the Wisconsin Retirement System (WRS) and are required to contribute a percentage of ~~their~~the employee's paycheck into the pension plan. Based upon the employee's WRS employment category, the Town contributes a percentage equal to or greater than the employee's contribution. The total contribution is calculated based on gross wages paid to the employee for each pay period. Employee contribution percentages may vary each year. More information on WRS requirements may be obtained at etf.wi.gov. ~~Employees enrolled in the WRS program may contribute additional retirement funds into the Wisconsin Deferred Compensation Program. Funds will not be matched by the employer.~~Jo Everson

Wisconsin Deferred Compensation Program
~~Full-time employees hired prior to January 1, 2019 may elect to defer part of their income into a 457 (b) retirement plan through the Wisconsin Deferred Compensation Program. For those who have elected to not participate in WRS and remain with Wisconsin Deferred Compensation, the Town contributes the same percentage as with WRS and is calculated based on gross wages paid to the employee for each pay period. Employer contributions may vary each year.~~Jo Everson

- (h) Short-Term Disability. Eligibility for the short-term disability (STD) plan is a one-month waiting period effective the 1st of the month following completion of the probationary period. The STD plan provides income protection in the event an employee is unable to work for seven consecutive days due to a covered non-occupational accident or sickness (including maternity leave) and is under a doctor's care. The maximum maternity benefit allowed under the STD policy is *six weeks*. The weekly benefit payment will equal 60% of the employee's current weekly base earnings, not to exceed \$500 per week. The weekly benefit payment is considered taxable income. The maximum benefit period is 13 weeks. Benefit is for Full-Time employee only. Jo Everson
- (i) Social Security. The Town of Osceola is under the Federal Social Security Program. As required by law, the Town contributes an amount set by law to ~~your~~the employee's Social Security account. The amount which ~~you~~the employee contribute to the program through payroll deduction is the amount set by law to ~~your~~the employee's Social Security account. Social Security benefits are available to ~~you~~the employee to the extent authorized by law.
- (j) Tuition Reimbursement Policy:
Departments shall budget annually for job-related training as needed. Employee training will be set for the next year during the employees review.

SECTION 12
ELECTRONIC MEDIA USE

- 12.1 Advances in technology have increased our dependence upon computer systems for storage, processing, and transmission of information. It is the policy of the Town that information, in all its forms, written, spoken, recorded electronically, or printed, will be protected from accidental or intentional unauthorized modification, destruction, or disclosure. All electronic media must be protected from misuse, unauthorized manipulation, and destruction. Protection measures may be physical and/or software oriented. All persons using the Town's computer resources should take precautions against the introduction of computer viruses into individual machines or computer networks.

- 12.2 Town of Osceola intends to honor the policies set forth below but must reserve the right to change ~~them~~the policies at any time as may be required under the circumstances.
 - (a) Town of Osceola provides and maintains numerous forms of electronic media, including but not limited to e-mail, Internet access, telephones and computer systems. All of these electronic media systems may be provided by Town of Osceola to assist in the conduct of business within Town of Osceola.
 - (b) All electronic media systems are Town of Osceola property. Additionally, all messages and files composed, sent or received on these systems are and remain the property of Town of Osceola. They are not the private property of any employee.
 - (c) The use of the Town's electronic media systems is reserved solely for the conduct of business at the Town of Osceola during working hours. However, if employees wish to use these systems during breaks, lunch periods, or before and after regular working hours, ~~they~~the employee may do so but employees are specifically prohibited from using these services for any illegal, illicit, immoral or offensive purposes.
 - (d) The electronic media systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations.
 - (e) The electronic media systems are not to be used to create any offensive or disruptive messages or documents. Among those which are considered offensive are any messages/documents which contain sexual implications, racial slurs, gender-specific comments or other comments that offensively address someone's age, sexual orientation, religious or political beliefs, national origin or disability.
 - (f) The electronic media systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information or similar materials without prior authorization.
 - (g) Town of Osceola reserves and intends to exercise the right to review, audit, access and disclose all internet activity and any messages or documents created, received or sent over the Town's electronic media systems for any purpose. The contents of messages or other communications properly obtained for legitimate business purposes may be disclosed within the Town of Osceola without the permission of the employee.

- (h) The confidentiality of any message cannot be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to management or ~~they~~the passwords are invalid and cannot be used.
- (i) Notwithstanding Town of Osceola's right to retrieve and read any electronic media messages or documents, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any messages or documents that are not sent to ~~them~~the employee. Any exception to this policy must receive prior approval from management.
- (j) Employees may not modify, delete, or destroy any Town document created by any electronic media unless specifically authorized to do so.
- (k) Employees may not use a code, access a file or retrieve any stored information unless authorized to do so. Employees should not attempt to gain access to another employee's messages without ~~their~~the employee's permission. All computer pass codes must be provided to management. No pass code may be used that is unknown to management.
- (l) All users have the responsibility to report any discovered or suspected unauthorized access attempts or other improper usage of Town computers, networks, or other information processing equipment. If ~~you~~the employee observes, or have reported to ~~you~~the employee, a security or abuse problem, including violations of the policy, report the situation to ~~your~~the employee's immediate supervisor or the Owner. When there is an indication of a violation of state or federal law, the appropriate agency will be contacted.

12.3 All usage of electronic media is a privilege and not a right, and any misuse may result in the revocation of the privilege. Any employee who violates this policy or uses the Town's electronic media systems for improper purposes is subject to discipline, up to and including discharge termination. Furthermore, under Wis. Stat. § 947.0125, an employee could face criminal sanctions for threatening, intimidating, abusive, or harassing messages sent to another person through electronic mail or other electronic equipment.

SECTION 13 SEPARATION FROM EMPLOYMENT

13.1 Separation from employment includes, but is not limited to, resignation, retirement, reduction in work force, failure to return from approved leave, discharge from employment, or disability. Such employment separations may be voluntary or involuntary. If ~~you~~the employee decides to voluntarily terminate ~~your~~the employee's employment with the Town, we request that ~~you~~the employee give at least two weeks advance notice so that any necessary replacement employees can be recruited or otherwise assigned.

- 13.2 Upon any separation from employment, compensation and benefits which ~~you~~the employee ~~have~~has earned and accrued will be credited to ~~you~~the employee pursuant to this handbook and the law. ~~Your~~The employee's last day worked will in most cases be considered ~~your~~the employee's last day of employment. The Town reserves the right to determine the last day of employment.

- 13.3 It is the policy of the Town of Osceola that all separating employees shall participate in an exit interview with the ~~Town Chair~~Personnel Committee. This policy shall apply to both voluntary and involuntary separations and shall typically occur on the employee's last day. The employee shall return all Town-owned property and settle any indebtedness to the Town prior to or during ~~their~~the employee's exit interview. The exit interview process provides the employee with an opportunity to express viewpoints on such matters as the reason for termination, quality of supervision, adequacy of salary and employee benefits, as well as other factors which may be of importance to the Town. During the exit interview process, employees will be advised of ~~their~~the employee's eligibility to continue certain benefits and to make arrangements to receive ~~their~~the employee's final paycheck.

TOWN OF OSCEOLA

Employment
Policy and Procedures
Handbook

EMPLOYEE ACKNOWLEDGMENT

I, _____, acknowledge receipt of this Employee Handbook.

I understand that while the Town of Osceola believes wholeheartedly in its policies and procedures, many of which are set out in the Handbook, ~~they~~the policyies are not conditions of employment. Rather, the Employee Handbook is simply a means to acquaint me with the Town of Osceola and its operations, and provide guidelines in regard to its policies and my employment.

I understand that by accepting employment with the Town of Osceola, I am not being asked or required to provide anything in return beyond my services. I further understand that the Employee Handbook does not constitute a contract of employment, express or implied, between the Town of Osceola and myself and that no oral statements by supervisors or management can alter this disclaimer or create a contract. Only the Town of Osceola has the authority to create an employment contract, and such contract must be in writing and signed by the Town of Osceola Town Board to be valid. I understand that my employment with the Town of Osceola is "at-will," not for any definite period of time, and may be terminated by myself or the Town at any time and for any reason not prohibited by law.

I understand that the Town of Osceola retains the right to adopt work rules that are consistent with the terms of employment in the Wisconsin State Statutes.

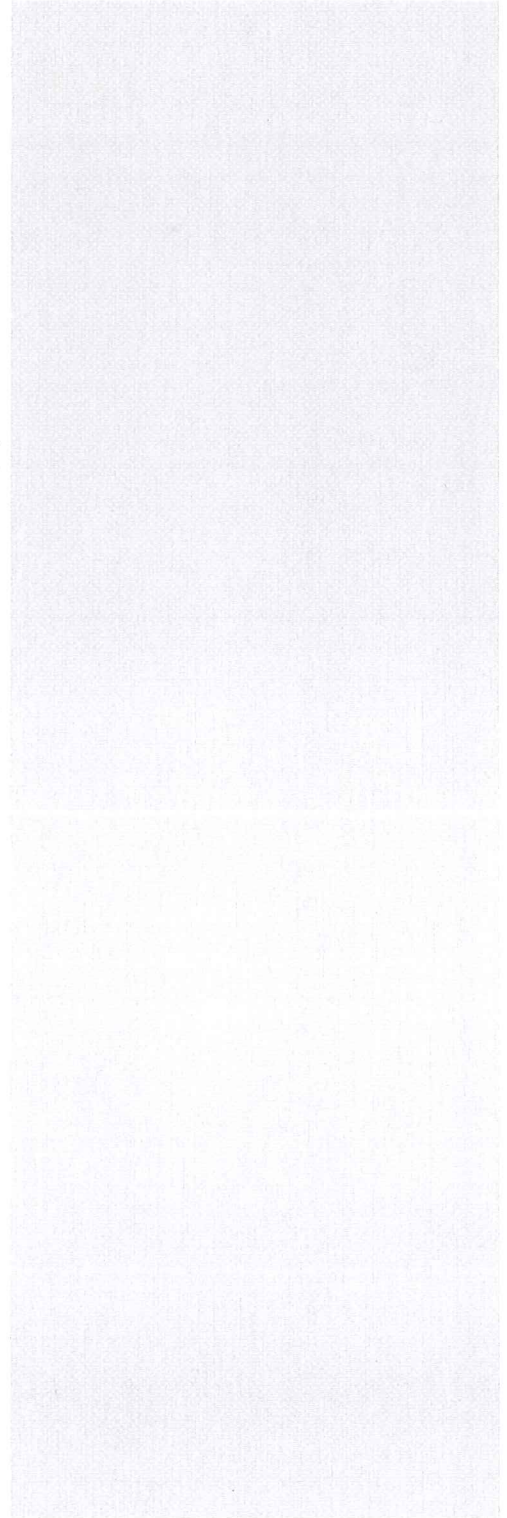
I understand that the Town of Osceola reserves the right to modify, amend, or delete any provisions of the Employee Handbook at any time. I will receive copies of any such modifications, amendments, or deletions.

I understand that this Employee Handbook supersedes all previous manuals, handbooks, and personnel policies that I have received or have been advised of by the Town of Osceola. I also understand that any subsequent revisions to the provisions of this Handbook after I commence my employment will supersede those contained herein.

Printed Name

Signature

Date: _____

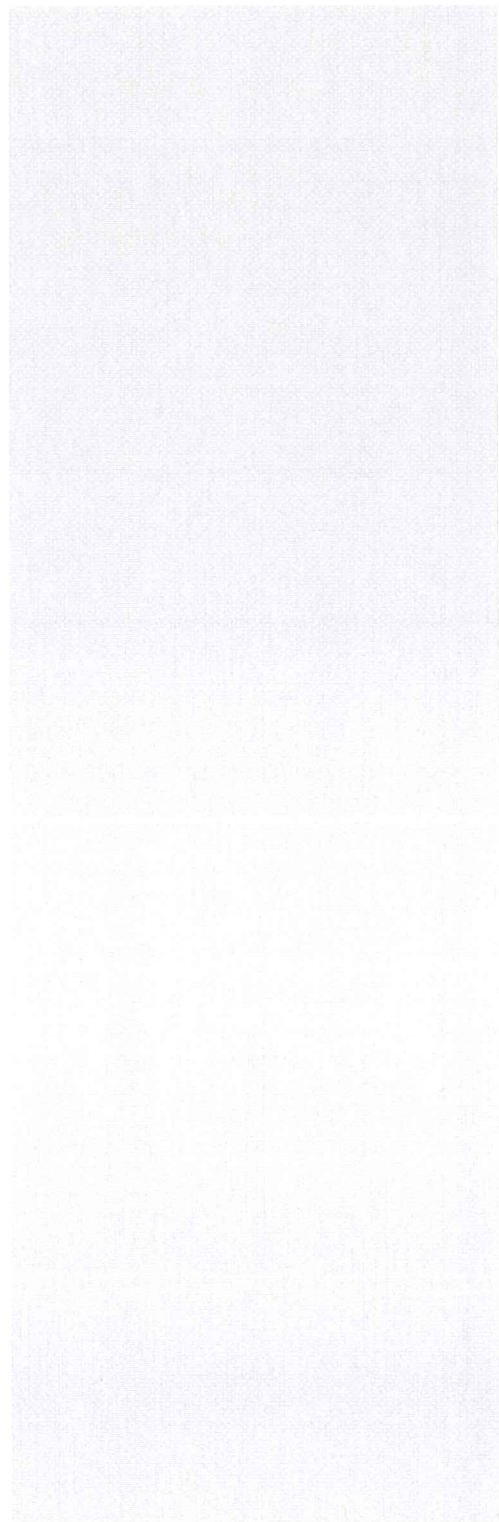


TOWN OF OSCEOLA

Employment
Policy and Procedures
Handbook

APPENDIX

- A. Alcohol and Other Drug Assessment and Testing Procedure
- B. Receipt of Gifts and Gratuities Prohibited, and Disclosure of Interest in Legislation
- C. Residency Required
- D. Adopting Resolution Dated _____



APPENDIX A

Alcohol and Other Drug Assessment and Testing Procedure

This policy is for DOT employees only, regardless of if part-time or full time. This is where I believe the Board may need to appoint someone to administer. I'm not sure it should be the Clerk. I'm not opposed to the Clerk, but that person needs to be trained and understand the importance of the policy. I don't know if Denise has had this or not. Have you reviewed it Dale. Jo Everson

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The Town of Osceola believes it has an obligation to take all reasonable efforts necessary to provide a safe workplace for its employees, free from avoidable hazards. Employees working under the influence of illegal drugs and/or alcohol are safety hazards to themselves and to those around ~~them~~ the employee. In order to further the purpose of our Drug and Alcohol Abuse Policy, it is therefore necessary to directly address the issue of drug and alcohol use at the workplace with a clear policy.

A. Applicability

All Town employees are subject to the drug and alcohol testing provisions of this policy.

B. Testing Requirements

Alcohol and controlled substances tests may be administered at any time while the employee is performing work for the Town, including off-site work.

1. Random Testing

- a. The Town reserves the right to implement unannounced random alcohol and controlled substances testing at a rate to be determined and announced by the Town.
- b. The selection of employees for random testing will be made by a scientifically valid method determined by WWMA Hudson Physicians for DOT required Drivers' Testing Bellin Health. Each employee shall have an equal chance of being selected for testing each time selections are made. **I don't think this is the correct facility right now. Jo Everson**
- c. Random alcohol and controlled substances tests shall be unannounced and spread reasonably throughout the year.
- d. Employees who are notified of selection for random testing are required to proceed to the test site immediately after notification.

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2. Reasonable Suspicion Testing

- a. An employee shall promptly submit to an alcohol or controlled

substances test whenever a supervisor or ~~Town-Chair~~Personnel Committee has a reasonable suspicion to believe that the alcohol and drug abuse policy has been violated.

- b. A determination that a reasonable suspicion exists that an employee has violated the alcohol and drug abuse policy shall be based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech or body odors made during, just before, or just after the period of the workday that the employee is required to be in compliance with this policy.
- c. When a supervisor or ~~Town-Chair~~Personnel Committee has determined that a reasonable suspicion test is required, the employee will be sent/taken home following the administration of the test. The employee will not return to duty for at least the remainder of that workday.
- d. Once the test has been completed, the supervisor or Town official who observed the behavior which led to the test must submit a written report to the Town outlining, in detail, the event and the behavior that was observed that lead the supervisor to believe that the employee was under the influence of alcohol and/or drugs.

C. Testing Facility

All alcohol and drug testing procedures will take place at Osceola Medical Center.

D. Consequences/Discipline

- 1. If the result of any drug or alcohol test conducted in accordance with this policy is confirmed positive for the presence of drugs or alcohol, the employee will be contacted and advised that ~~they~~the employee have 72 hours to request a confirmatory retest, at the employee's expense.
- 2. If the confirmatory retest is also positive, the Town reserves the right to temporarily suspend the tested employee for a period of up to six (6) weeks without pay. No benefits will accrue to the tested employee during the period of unpaid suspension.
- 3. An employee who tests positive for drugs and/or alcohol use may seek assistance and rehabilitation through any available means, at the employee's sole expense. Any Town-provided insurance, if applicable, may be utilized by the employee. Assistance will be provided on a confidential basis. Employees who test positive for substance abuse and who are referred for counseling or treatment will be limited to one opportunity for counseling or treatment for substance abuse. A second

positive drug or alcohol test result will lead to immediate discharge from employment. An employee terminated for this reason will be ineligible for rehire.

4. Employees who voluntarily come forward and admit to renewed substance abuse problems, other than as a consequence of a positive test result, will be afforded the opportunity to take a medical leave of absence in order to readmit themselves into an appropriate rehabilitation program without jeopardizing ~~their~~ the employee's continued employment status. This "last chance" program will be available to anyone who has once gone through a rehabilitation program as a result of a positive drug/alcohol test, but only to those employees who voluntarily come forward and request readmission.
5. Employees have the right to refuse to undergo drug and/or alcohol testing. However, if the employee refuses to participate in the drug and/or alcohol test, ~~he or she~~ the employee will be disciplined up to and including termination. The termination will be considered a voluntary quit.
6. Where applicable and available, sick leave may be used for treatment and rehabilitation on the same basis as for other health problems.

APPENDIX B

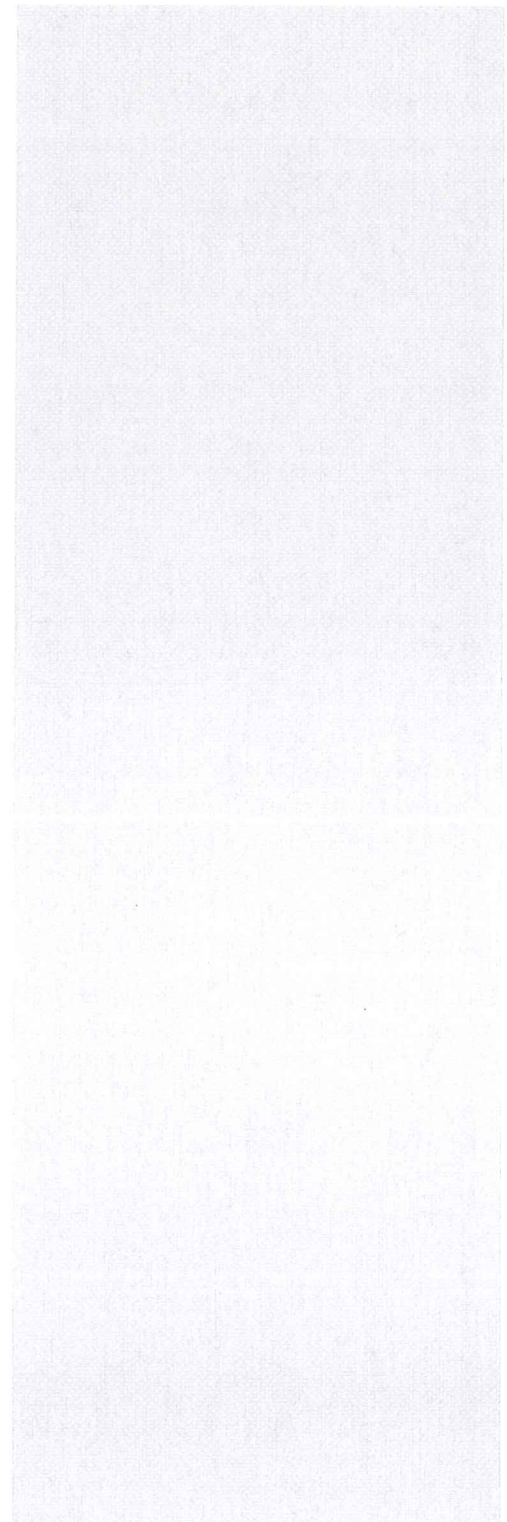
Receipt of Gifts and Gratuities Prohibited and Disclosure of Interest in Legislation

RECEIPT OF GIFTS AND GRATUITIES PROHIBITED.

- (1) No employee or official of the Town shall receive or offer to receive, either directly or indirectly, any gift, gratuity or anything of value in excess of \$25 which he is not authorized to receive from any person if such person:
 - (a) Has or is seeking to obtain contractual or other business or financial relationship with the Town Board; or
 - (b) Conducts operations or activities which are regulated by the Town; or
 - (c) Has interests which may be substantially affected by the Town Board.
- (2) The receipt of any gift, gratuity or anything of value, as denoted above, is contrary to the public policy of the Town.

DISCLOSURE OF INTEREST IN LEGISLATION.

- (1) Any member of the Town Board who has a financial interest or personal interest in any proposed legislation before the Town Board shall disclose on the records of the Town Board the nature and extent of such interest.
- (2) Any other Town official or employee who has a financial or personal interest in any proposed legislative action of the Town Board and who participates in discussion with or gives an official opinion or recommendation to the Town Board shall disclose on the records of the Board the nature and extent of such interest.



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APPENDIX C

Residency Required

I commented on this earlier. I think it is illegal to required rediseny in employment status. Jo Everson

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RESIDENCY REQUIRED.

- (1) PURPOSE AND MANDATE. The Town Board of Supervisors find that it is necessary, convenient and proper, in order to provide for the health, safety, general welfare, administrative and emergency needs of the citizens, that certain essential Town officials, reside within 20 minutes of a call to duty.
- (2) SCOPE AND APPLICATION.
 - (a) The residency portion of this section applies to the essential Town officials, i.e., the Town ~~Clerk-Treasurer~~Clerk, Director of Public Works and all part-time employee positions which may be created from time to time by the Town Board.
 - (b) This section shall not apply to an essential Town official or other Town official whose employment with the Town on the effective date of this section arises out of a personal contract with the Town for the provision of personal or professional services, whose employment with the Town arises out of a joint or cooperative contract with another municipality, or whose employment with the Town arises out of a personal contract for the provision of personal or professional services on a temporary basis for a term of one year or less, or for the purpose of a single or nonrecurring special project, study or service.
- (3) VACANCY. A vacancy occurring under this section shall be filled as provided in this Code for the original appointment of an essential Town official or, as to all employees, according to existing Town employment policy and practice.
- (4) REPORTING TIME. (a) Full time and or Department of Public Works personnel shall should reside so as to be able to respond to emergency situations by reporting to ~~their~~ the employee's principal work place within 20 minutes of a call to duty.

~~(a) — Department of Public Works personnel shall reside so as to be able to respond to emergency situations by reporting to their principal work place within 20 minutes of a call to duty.~~
- (5) WAIVER. The Town Board may, upon a showing of necessity and a vote of 2/3-3/5 of all its members, waive the requirements of this section.