

**TOWN OF OSCEOLA
PLAN COMMISSION
REGULAR MONTHLY MEETING
Tuesday, April 25, 2023 – 6:00 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. Acceptance of Proposed Agenda
6. Approval of Minutes of Previous Meeting(s): 3/28/23 1-2
7. Public Comment
8. Old Business
 - a. Review Year-To-Date Building Permit Requests 3
 - b. Town Vision for Comprehensive Plan: Reviews/Updates 4-13
9. New Business
 - a. Solar Farms
10. Chair's Report
11. Commission Member Comments
12. Request for Future Meeting Agenda Items
13. Next Plan Commission Meeting – May 23, 2023
14. Adjournment

Notice is hereby given that a quorum of the Osceola Town Board may be present at this meeting of the Plan Commission to gather information about a subject over which they have decision-making responsibility. The Board 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
PLAN COMMISSION
REGULAR MONTHLY MEETING
TUESDAY, MARCH 28, 2023 – 6 P.M.**

MINUTES

The Plan Commission of the Town of Osceola held a meeting on Tuesday, March 28, 2023, at the Osceola Town Hall, Dresser, Wisconsin.

CALL TO ORDER

Chair Utke called the meeting to order at 6:00 p.m.

VERIFICATION OF MEETING POSTING

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

PLEDGE OF ALLEGIANCE

Chair Utke led the group in the Pledge of Allegiance.

ROLL CALL

PRESENT: Chair Jeremy Utke, Jim Berg, Warren Johnson, John Cronick, Cindy Thorman, and Kim Kaiser.

ABSENT: Dan Tronrud

APPROVAL OF PROPOSED AGENDA

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

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

MOTION BY KAISER / 2ND BY CRONICK TO APPROVE THE TUESDAY, FEBRUARY 28, 2023, MEETING MINUTES. MOTION CARRIED.

PUBLIC COMMENT

None - 0 in attendance, 1 online

OLD BUSINESS

A. TOWN VISION FOR COMPREHENSIVE PLAN: REVIEWS / UPDATES

John Cronick gave a brief review on section 5 (Intergovernmental Cooperation). We should update some information regarding the Fire Department and any possible Boundary Agreements including maps.

Jim Berg noted no updates to section 6 (Introduction).

Kim Kaiser gave a brief review on section 10 (Utilities and Community Facilities). Most updates will come from a new survey. We should update some information regarding the Fire Department and Telecommunications. Kim will continue to work on updating these sections and will bring it to the next meeting.

NEW BUSINESS**A. REVIEW YEAR TO DATE BUILDING PERMIT REQUESTS**

Review only no action taken - 2 permits. One alteration and one addition.

CHAIRMAN'S REPORT

None

COMMISSION MEMBER COMMENTS

Warren Johnson would like to talk about any future Solar Farms.

Kim Kaiser suggested that the Plan Commission only meet during the summer if there is important information to discuss, not to only talk about the Comprehensive Plan.

FUTURE MEETING AGENDA ITEMS

Solar Farms

NEXT PLAN COMMISSION MEETING

MEETING SET FOR APRIL 25, 2023, 6 PM

ADJOURNMENT

MOTION BY BERG /2ND BY JOHNSON TO ADJOURN THE PLAN COMMISSION MEETING HELD THIS TUESDAY THE 28TH DAY OF FEBRUARY 2023. MOTION CARRIED.

Being no further business to come before the Plan Commission, the Meeting was adjourned at 6:34 p.m.

TO BE APPROVED: April 25, 2023

Jim Berg, Plan Commission Member

Building Permits for 2023

Application Date	Name & Mailing Address	Address / Location of Building Permit/ Permit issued for	Permit Number
12/20/22	Kadlec 2142 84th Avenue	Alterations 2142 84th Avenue PICKED UP THE PERMIT IN 2023	TO-22-43
1/31/23	Tony Minell 2212 73rd Avenue Owner	2212 73rd Avenue Addition	TOS23-01
3/9/23	Mary Cotch 2519 86th Avenue Contractor: Gregory C ontracting	Mary Cotch Deck Addition//Alterations	TOS23-02
3/22/23	Mark Rudek 814 Horse Lake Lane	Mark Rudek New Sign Family Dwelling	TOS23-03

Clerk

From: PC Tronrud
Sent: Tuesday, April 25, 2023 11:02 AM
To: Clerk
Subject: Comp Plan / Updated Proposal Stevens Engineers
Attachments: Updated Proposal.pdf

Denise, Please see attachment.. Updated Proposal for sections (elements) 2,3 & 7

- Economic Development
- Housing
- Issues and Opportunities

Thanks,
Dan

April 25, 2023

Town of Osceola

Via email: dan@osceolaautobody.com

RE: Comprehensive Planning Services
Town of Osceola, WI

Dear Town of Osceola:

We are pleased to submit this proposal to provide comprehensive planning services for the Town of Osceola. The following proposal outlines our understanding of the project by defining the scope of our services and key assumptions made in preparing this proposal and fees associated with the Scope of Work.

Stevens prepared your previous comprehensive plan in 2009. Per the governing rules of Wisconsin State Statute 66.1001, "comprehensive plans must be updated no less than once every 10 years."

A comprehensive plan is a 20-year vision for the community's future. At a minimum, the Town will look at:

- Issues and Opportunities
- Housing
- Transportation
- Utilities and Community Facilities
- Agricultural, Natural and Cultural Resources
- Economic Development
- Intergovernmental Cooperation
- Land Use
- Implementation

Stevens Engineers will assist with Economic Development, Housing and Issues and Opportunities. We understand that you would like to minimize costs and will self-perform the narrative updates. Stevens' role will focus on pulling together data and making associated charts for you to include in the plan.

SCOPE OF WORK

This scope of work is based on our understanding of the areas where you are requesting assistance:

1. Section 2: Economic Development – Gather data such as employment, occupation, industry, worker class, commute, and income as available from the 2020 Census and other local sources. Deliverable will be an email with data and charts to the Town for inclusion in this chapter update.
2. Section 3: Housing – Gather data such as housing stock age, structural components, heating fuel, value, affordability, gross rent, occupancy, projected housing needs, and Polk County median family income as available from the 2020 Census and other local sources. Deliverable will be an email with data and charts to the Town for inclusion in this chapter update.

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3. Section 7: Issues and Opportunities – Gather data such as comparative population change, comparative household change, occupancy and tenure, employment projections, racial characteristics, marital status, age distribution, educational attainment, per capita personal income, household income, and employment characteristics as available from the 2020 Census and other local sources. Deliverable will be an email with data and charts to the Town for inclusion in this chapter update.

ADDITIONAL UNDERSTANDING

For purposes of defining the scope of work, Stevens will assume the following:

1. Modifications to the Scope of Work or additional work resulting from revisions after data has been gathered and delivered will be billed as additional services on an hourly basis. Additional work will not proceed without a signed contract amendment.
2. In preparing this proposal, certain items have been excluded from the scope of services that may or may not be required. Should these services become necessary, we can provide them as additional services and shall be approved in writing. The following have been excluded from this proposal:
 - Chapter narrative or descriptions.
 - Meeting attendance.

COST OF SERVICES

We propose the following services outlined above on an hourly basis not to exceed \$3,100.

Conditions of Proposed Fee:

1. We will invoice monthly for services based on hours of work completed at the time of invoicing.
2. Reimbursable expenses will be invoiced in addition to the hourly services.
3. Finance charges will be applied to all payments not received within 30-days of invoicing.
4. Stevens reserves the right to delay deliverable documents and submittals if an account receivable balance exceeds 31-days.
5. We will provide additional services, pre-approved by you, on an hourly basis in accordance with our current fee schedule.

We appreciate the opportunity to work with you on this project. If this proposal is acceptable to you, we will forward our standard EJCDC E-520 contract for execution. Please contact me if you have any questions regarding this proposal. Our office number is 715-386-5819.

Sincerely,

STEVENS



Angela Popenhagen, P.E.
President



2023 Professional Services Fee Schedule

Period: January 1, 2023 through December 31, 2023

HOURLY FEE SCHEDULE

Personnel:

Principal Engineer	\$150 - \$210
Project Manager	\$130 - \$175
Project Engineer	\$110 - \$145
Graduate Engineer	\$85 - \$125
Engineering Technician	\$55 - \$125

REIMBURSABLE EXPENSES

Reimbursable expenses include, but are not limited to the following:

- Transportation cost at IRS allowable rate.
- Reproductions, plots, and standard form documents.

Item	Size	Black & White	Color
Photocopies/Printing	8 ½ x 11	\$0.25	\$0.95
	11 x 17	\$0.50	\$1.75

Stevens' typical invoicing process; monthly billing, due net 30 days.

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

Town of Osceola (“Owner”) and Stevens Engineers, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Town of Osceola Comprehensive Planning Services (“Project”).

Engineer's Services under this Agreement are generally identified as follows:

Scope of work per proposal dated April 25, 2023 as attached.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 12 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and

other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

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- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
 - F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
 - G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
 - H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
 - I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 3. The total compensation for services and reimbursable expenses will not exceed \$3,100.00.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

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Attachments: April 25, 2023 Proposal, and Appendix 1- Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER: Stevens Engineers, Inc.

By: _____

By: Angela Popenhagen

Angela Popenhagen

Title: _____

Title: President

Date Signed: _____

Date Signed: 4-25-2023

Engineer License or Firm's Certificate
Number: 36512

State of: Wisconsin

Address for giving notices:

Address for giving notices:

642 Brakke Drive
Suite 202
Hudson, WI 54016
