

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

Date: Thursday, February 8, 2024  
Time: 4:30 p.m.  
Place: Village Hall-310 Chieftain St-Room 105

**AGENDA**

- 1) Call to Order
- 2) Approval of the Agenda
- 3) Approval of the minutes dated
  - a. January 4, 2024
- 4) Discussion and Possible Action re:
  - a. Police Combination
  - b. Police Squad Car
  - c. MSA Professional Services:
    - i. FEMA AFG Application 2024
    - ii. Conceptual Design for Cascade Falls Park
  - d. Approval of General Teamster Union Local 662 contract
  - e. VoIP phone system (Bitworks)
  - f. Dog Tag Process – information only
- 5) Future Agenda items and Updates
- 6) Adjourn

Carie Krentz  
Village Clerk

**NOTE:** It is possible that members of other governmental bodies of the municipality may be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Village Hall at (715) 294-3498.

**VILLAGE OF OSCEOLA ADMINISTRATION & FINANCE COMMITTEE PROCEEDINGS**  
**January 4, 2024**

The Village of Osceola Administration & Finance Committee met on January 4, 2024, at Village Hall. Chair Gilliland called the meeting to order at 4:36 pm.

Present: Bruce Gilliland, Van Burch, and Brad Lutz

Staff present: Devin Swanberg, Tanya Batchelor, Carie Krentz and Andrew Bach

Motion by Burch and seconded by Lutz to approve the agenda with moving item 4c before 4a.

Ayes-3                      Nays-0                      Motion carried

Motion by Lutz and seconded by Burch to approve the minutes dated December 7, 2023.

Ayes-3                      Nays-0                      Motion carried

**Discussion and Possible Action re:**

**Police Combination Discussion**

Swanberg stated last month discussed the possibility of combining Police Departments with St. Croix Falls. Since that time he has informed Joel West that the Village is not interested in contracting services for Police Chief. Village is interested in working towards combining departments, however we have an Interim Police Chief. West is looking for a letter from Board or Admin & Finance Committee that the Village is not interested in contracting services. Swanberg stated there is no benefit for contracted services, Interim Chief Bach will do an exceptional job as interim and it would only cost Village more funds. Discussion took place on why a letter is needed and was decided that Lutz would send a letter to West confirming contracting Police Chief services were not wanted and should be working with Administrator and Interim Police Chief to finalize combination. Swanberg also stated he had documents to review from Balsam Lake & Centuria's combination, was told it was not a complex process. Atty Paul Mahler handled that combination and he is also St. Croix Falls attorney so has been through this process. The numbers are beneficial for both municipalities and looking to move forward.

Bach left meeting at 4:41 pm.

**MSA Professional Services, Inc. – Stewardship Grant Application**

Drew Lindh from MSA went over Stewardship Grant Application they are proposing to do in 2024. Many sources of funding that are administered by the DNR. Two federal programs that Cascade Falls Project could utilize (1) land water conservation fund, for the overlook and staircase project, provides 50% of project costs, including engineering services and (2) recreational trails fund provides 80% of project costs, which could include the boardwalk to make is ADA accessible. Stated there are 5 other state programs which could be additional funding on top of the federal funding, mainly looking at River improvement. Discussion took place on options/ideas these types of funding could provide to Village projects. Lutz is looking for more information on what the second federal funding could be used for in the trails around Cascade Falls as compared to what is not included in that funding and would be included in the first program. Lindh would recommend dividing up the projects (1) would be overlook & stairs and (2) would be the trails. This funding can be applied for every year moving forward. Swanberg stated we need to decide today if we want to move forward with MSA for application services and also, determine where do we want the new stairs to be located with the overlook. Lindh is looking for the Committees recommendation to move forward and bring the contract to the full Board next week. Also mentioned that the awards are roughly awarded to 33% to applicants that apply but remember not everyone uses a firm to help them with the application. Feels would be higher if you compare only applicants that use a service to help with the application to avoid errors. Discussion on current services provided by MSA and why this is outside of those services. CORE plan being done by MSA is needed to include with the Grant application but are two different services. The funds to cover contract can come out of the CIP funding for the stairs, no general fund will be used to cover this contract.

Motion by Lutz and seconded by Burch to recommend to the Village Board to approve MSA's contract of \$10,000 for stewardship grant application.

Ayes-3                      Nays-0                      Motion carried

### **MSA - Preliminary Engineering for Cascade Falls**

Lindh wanted to discuss the preliminary engineering service for park. It been discussed to move forward in different phases. Planned on bring a finished contract, however, was not able to complete in time for this meeting. Stated his phase plan briefly is phase 1 the overlook and stairs, phase 2 the boardwalk and phase 3 could be property acquisition, pedestrian bridge and a parking lot to trails. Discussion on these options and ideas of what could be possible. The engineering services being proposed would be 50% reimbursable through grant funds. Approximate cost would be \$20-25,000 between all three phases.

### **MSA – Assistance to Firefighters Grants**

Lindh brought this up because the timeline is fast approaching. This grant can be applied for every year. It aims to equip and train emergency services and is through FEMA. Joey Cutts has identified two vehicles, currently on CIP and hoping to acquire in 2024 and 2025, fire department goals. This grant only requires a 5-10% local match. MSA can help, the application fee is \$2,500 and \$1,500 is reimbursable through the grant and has a 25% chance of being awarded. Dead line is March 8<sup>th</sup>. Swanberg is going to speak with Paul Elfstrom about getting the Friends of the Fire Department to pay for the application and then these trucks can be put on the CIP.

### **Fire Department Lift Assists**

Swanberg spoke with Paul Elfstrom regarding his budget, which was way over due to personnel. All items were explainable such as truck maintenance not expected or building maintenance that needed to be addressed and safety issues. What can be done about staffing issue? Fire Department had 151 calls last year and 86 were lift assists, 57% of the calls are for lift assists. Roughly 6 individuals show up for lift assists. Currently unable to regulate because if we go to an on-call process the wages would increase substantially. The issue is how we can limit the number of lift assists without structurally changing the system. Paul would like Burch, Swanberg and himself to meet with the ambulance to find out why are so many calls going to the department. Other calls are coming from senior living facilities, where staff should be on hand to address this issue. Krentz got some input from other municipalities on how they handle this issue. Options given were to offer so many no charge and then begin charging a fee, some charge for every lift provided with the hourly wage of staff to residence and care facilities and one was only charging care facilities. Swanberg is going to get on the agenda for Ambulance Committee on January 17<sup>th</sup>. Also, has a meeting set up to meet with Town of Farmington on the fees they pay for the Fire Department services.

### **Future Agenda items and Updates**

n/a

Chair Gilliland adjourned the meeting at 5:27 pm.

Respectfully Submitted by  
Carie Krentz, Village Clerk

Admin & Finance Committee Meeting  
February 8<sup>th</sup>, 2024, 4:30pm  
Police Department Topics

2024 Squad Car (CIP):

- New squad car anticipated manufacture date 02/12/2024.
- Estimates/quotes received by vendors.
- The total cost of squad and equipment exceeds the original projection by \$2,053.45.
- Request permission to place orders with vendors to minimize downtime after receiving new squad car.
- Signatures to secure orders for equipment.



# Professional Services Agreement

MSA Project Number: 00523022

This AGREEMENT (Agreement) is made effective 1/22/2024 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1500 N. Casaloma Drive, Appleton, WI 54913

Phone: (920) 545-2083

Representative: Brittney Mitchell

Email: bmittchell@msa-ps.com

**VILLAGE OF OSCEOLA (OWNER)**

Address: 310 Chieftain Street, Osceola, WI 54020

Phone: 715-294-3498

Representative: Devin Swanberg

Email: administrator@vil.osceola.wi.us

**Project Name:** Village of Osceola FEMA AFG 2024 Application

**The scope of the work authorized is:** See Attachment A: Scope of Services

**The schedule to perform the work is:** Approximate Start Date: 1/22/2024  
Approximate Completion Date: 4/30/2024

**The lump sum fee for the work is:** \$2,500

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

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

**VILLAGE OF OSCEOLA**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Devin Swanberg  
Administrator  
Date: \_\_\_\_\_

\_\_\_\_\_  
Brittney Mitchell  
Team Leader  
Date: 1/23/2024

**OWNER ATTEST:**

\_\_\_\_\_  
Carrie Krentz  
Clerk  
Date: \_\_\_\_\_

\_\_\_\_\_  
Art Bahr  
Project Manager  
Date: 1/22/2024

**MSA PROFESSIONAL SERVICES, INC. (MSA)  
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

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

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

**12. Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

**13. Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

**14. Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA 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 Documents.

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

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

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

**17. Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

**18. Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional



insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

**19. Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

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

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

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

**21. Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

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

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives 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. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

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

# **Attachment A:**

## **FEMA ASSISTANCE TO FIREFIGHTERS GRANT WRITING**

### **SECTION I: BASIC SERVICES – Project Proposal**

MSA agrees to provide services for the preparation of an application for an Assistance to Firefighters grant from the Federal Emergency Management Agency (FEMA) as hereinafter stated:

- 1.1 Participate in one pre-application meeting.
- 1.2 Tabulate FEMA Checklist items as requested from client.
- 1.3 Review with OWNER: eligible items for the grant application.
- 1.4 Review with OWNER: information needed from the OWNER, as required for the grant application.
- 1.5 Preparation of FEMA grant application, to include:
  - Information and data entry,
  - Construction of required narratives.
- 1.6 Formulation of a FEMA AFG final application based on the OWNER's present needs and information supplied.
- 1.7 Prepare and submit appropriate final on-line application through the FEMA.GO.
- 1.8 Provide an electronic copy (pdf) of the final application to the OWNER.

### **SECTION II: THE OWNER'S RESPONSIBILITIES**

The OWNER will:

- 2.1 Examine all studies, reports, estimates, and other documents presented by MSA.
- 2.2 Provide such legal, accounting, public facilities records, appraisals, estimates as may be required for the Project, and such auditing service as the OWNER may require;
- 2.3 Provide MSA with copies of existing studies, reports, plans, maps, images, and surveys relative to the documentation of needs of the community and particularly those that are relevant to the Fire Department and/or Emergency Services Department.
- 2.4 Designate in writing a person to act as the Owner's representative with respect to the services to be performed under this Agreement; and such person shall have

complete authority to transmit instructions, receive information, provide on-line grant website administration, register MSA and assign MSA with roles required for access to the on-line grant application website, interpret and define Owner's policies and decisions with respect to services covered by this Agreement.

- 2.5 Have an active System of Awards Management (SAM.gov) account and Unique entity Identifier Number (UEI).
- 2.6 Provide MSA with privileges and access to on-line sites and on-line applications as required for grant preparation and submission.
- 2.7 Participate in program planning, review and approve application.

**SECTION III: ADDITIONAL SERVICES (available on a time and materials basis)**

- 3.1 Grant Administration Services



MSA Project Number: 00523021

This AGREEMENT (Agreement) is made effective 2/13/2024 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 60 Plato Boulevard E., Suite 140, St. Paul, MN 55107

Phone: 612-548-3138

Representative: David Patten

Email: dpatten@msa-ps.com

**VILLAGE OF OSCEOLA**

Address: 310 Chieftain Street, Osceola, WI 54020

Phone: 715-294-3498

Representative: Devin Swanberg

Email: administrator@vil.osceola.wi.us

**Project Name:** Conceptual Design for Cascade Falls Park

**The scope of the work authorized is:** See Attachment Exhibit A: Letter Proposal

**The schedule to perform the work is:** Proposed Start Date: 2/14/2024

Phase 1 Completion Date: 5/1/2024

Proposed Final Completion Date: 8/16/2024

**The lump sum fee for the work is:** \$20,950

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

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

**VILLAGE OF OSCEOLA**

**MSA PROFESSIONAL SERVICES, INC.**

Devin Swanberg

Administrator

Date: \_\_\_\_\_

David W. Patten, PLA, ASLA, CLARB

Proj. Mgr. - Landscape Architect

Date: 01/24/2024

**OWNER ATTEST:**

Carrie Krentz

Clerk

Date: \_\_\_\_\_

John M. Langhans, PE

Vice-President

Date: 01/24/2024

**MSA PROFESSIONAL SERVICES, INC. (MSA)**  
**GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment 1, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or

the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly

agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

14. **Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA 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 Documents.

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



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

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

**17. Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

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

**19. Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

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

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

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

**21. Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

**22. Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in section 29 of this Agreement.

**23. Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

**24. Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

**25. Successors and Assigns.** The successors, executors, administrators, and legal representatives 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. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

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

February 13, 2024

 Devin Swanberg, Administrator  
 Village of Osceola  
 310 Chieftain Street  
 PO Box 217  
 Osceola WI 54020

Re: Proposal Exhibit A - Conceptual Design for Cascade Falls Park

Dear Devin:

Within and surrounding the Village of Osceola is an abundance of natural features that attract visitors and provide citizens with amazing recreational opportunities. Cascade Falls is one of those natural features that entice people to explore and witness nature's exhibition. The current upper and lower facilities for Cascade Falls allow people to explore, but these facilities need updating to meet accessibility standards and to lower maintenance requirements over time. Revisions to the upper and lower facilities will make the area safer and more accessible for everyone. MSA proposes preparation of a Conceptual Design Plan that will identify phased improvements and associated costs.

MSA has supported numerous Cities and Villages across the Upper Midwest in addressing aging elements of park and trail infrastructure. The following project description illustrates our proposed professional services and fees for the three-phase approach.

## PROJECT DESCRIPTION

The project includes Conceptual Design for Cascade Falls Park and cost estimates based on the conceptual design improvements. Figure 1 below illustrates the three areas this concept design project will focus on.



Figure 1. Illustration of the project boundaries and the 3 focus areas or phases.

Devin Swanberg, Administrator  
Osceola WI 54020  
February 13, 2024

## CONCEPTUAL DESIGN FOR CASCADE FALLS PARK

The goal of this Cascade Falls Park conceptual planning project is to plan for improvements to the entire Falls area in a comprehensive manner, while allowing for phased implementation. A comprehensive concept plan will optimize usability, unify the look and feel of the park area, help to reduce redundant spending, and assist in pursuing grant opportunities. Planning for the project to be completed in phases will keep the project manageable and affordable for the Village. For cost-effective preparation of the conceptual design, MSA proposes to utilize existing data sources such as Polk County GIS data layers for parcel lines, topographic information, aerial photography, and soils information. MSA will also contact vendors and suppliers to establish potential collaborations for proposed facilities. Although site-specific topographic survey and soils investigation would provide a better basis for cost estimating, that level of effort, and the associated cost, is not merited at this early planning stage. For concept-level estimates, MSA will make reasonable assumptions and deductions based on available data; the Village should plan for cost estimates to be refined during future planning and design stages for each individual phase.

### Phase 1: Upper Falls / Gristmill Park Overlook and Trail System

The preliminary conceptual design for Phase I encompasses the upper falls area of Cascade Falls Park. This section includes key features such as the Gristmill Park area, an overlook on South Cascade Street, a stairway leading to the lower park, the pedestrian bridge across Osceola Creek, and surrounding sidewalks.

In this phase, we will explore the possibility of enhancing accessibility for the overlook, relocating it from South Cascade Street to Gristmill Park, and addressing the aging infrastructure through replacement or removal. Additionally, the stairway connecting to the lower Cascade Falls Park (Phase II) would be shifted to align with the new overlook area.

It's worth noting that the pedestrian bridge over the waterway, currently constructed from wood, requires extensive maintenance, and falls short of meeting current accessibility standards. As part of this phase, we will provide a preliminary cost estimate based on the proposed design.

### Phase 2: Lower Falls / Wilke Glen Pedestrian Bridge and Trail System

The Concept design for Phase II will specifically target the lower area of Cascade Falls, known as Wilke Glen. Currently, this region features wooded boardwalks and a pedestrian bridge spanning Osceola Creek, followed by a dirt trail leading to the western boundary of Phase II.

The existing pedestrian bridge over the waterway is constructed from wood, demanding maintenance, and lacking compliance with current accessibility standards. To address these issues, our focus in this phase includes updating the boardwalks and trails for improved sustainability, accessibility, and reduced maintenance over time. MSA will conduct funding research and provide recommendations for the improvement phase II.

### Phase 3: Lower Falls / Wilke Glen Property Access / Acquisition

The Concept design for Phase III will concentrate on the privately owned parcel situated between Phase II and the St. Croix River. Currently, the Phase III area includes an existing trail that serves as part of the trail system leading to the St. Croix River destination. However, it is privately owned without an easement for access.

The primary objective of Phase III is to explore various options for establishing a trail extension from Phase II through this privately owned parcel, to the St Croix River, and the potential for additional trail connections. Additionally, the second goal of this phase is to examine the feasibility of implementing a raised trail, boardwalk, or bridging option that ensures full accessibility for pedestrians to both Phase III and Phase II. To meet accessibility requirements, an accessible parking area will need to be identified within this phase. MSA will conduct funding research and provide recommendations for the improvement phase III.

Devin Swanberg, Administrator  
Osceola WI 54020  
February 13, 2024

To conclude, across all three phases of the project MSA will prepare a conceptual design for improvements to enhance the user experience through accessibility and updated facility features while protecting the resources the site has to offer. This project's conceptual design scope does not include: a site survey, engineered design for electrical, structural, civil, mechanical elements, permits, or 3D graphics / renderings.

## MEETINGS

MSA anticipates utilizing the following meetings to facilitate the conceptual design for Cascade Falls Park process. We expect that the Village will designate whether a "workgroup" of staff, appointed, and/or elected officials will be designated to contribute to completion of the Concept design plan.

- Kickoff meeting with staff (In person/virtual)
- 80% design review meeting with staff/Committee (Virtual)
- Final Conceptual Design Plan Presentation to Village Board (In person/Virtual)

## DELIVERABLES

- Overall Conceptual 2D Plan (PDF)
- Conceptual Plan 2D (close up) of each Phased area (1-3) (PDF)
- Phased Cost Estimate

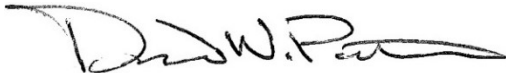
## VILLAGE RESPONSIBILITIES

MSA expects the Village to provide the following information and contributions for the Concept Design for Cascade Falls Park:

- Provide MSA with copies of existing studies, reports, plans, maps, and surveys related to the documentation of needs of the Village and particularly those that are relevant to downtown revitalization planning and public works needs documentation.
- Examine all studies, reports, estimates, and other documents presented by MSA.
- Participate in project planning as well as review and approve budget estimations.

Your request for the preliminary design for Cascade Falls Park shows us your strong desire for stewarding your community's resources so that Osceola can continue to thrive. We look forward to partnering with you on this important planning step.

Sincerely,  
MSA Professional Services, Inc.



David W. Patten, PLA, ASLA, CLARB  
Proj. Mgr. - Landscape Architect  
(612) 548-3138  
dpatten@msa-ps.com



Drew Lindh, PE  
Project Engineer  
(715) 304-0310  
dlindh@msa-ps.com

# VILLAGE OF OSCEOLA

And

# TEAMSTERS GENERAL UNION LOCAL 662

Eau Claire, Wisconsin

For the Period  
January 1, 2024 to December 31, 2025

## **AGREEMENT**

THIS AGREEMENT, made and entered into by and between TEAMSTERS GENERAL UNION, LOCAL 662, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", and VILLAGE OF OSCEOLA, hereinafter referred to as the "Employer", its successors and assigns

### **ARTICLE 1**

#### **RECOGNITION AGREEMENT**

Section 1. The Employer recognizes and acknowledges that the Union, its agents, representatives, or successors, is the exclusive bargaining agency for all regular full time and regular part time employees of the Village of Osceola, excluding seasonal, supervisory, managerial, confidential, **clerical** and library employees and law enforcement employees with the power of arrest as certified by the Wisconsin Employment Relations Commission (Case 1 No. 49736 ME-3350) and as recognized by the parties' November 2023 voluntary recognition agreement.

### **ARTICLE 2**

#### **WAGES**

A 2024/2025 wage schedule attached hereto and marked Exhibits "A": and "B"



**ARTICLE 3**

**DURATION**

This contract shall be in effect from January 1, 2024 and including December 31, 2025.

GENERAL TEAMSTERS UNION  
Local 662  
Eau Claire, Wisconsin

VILLAGE OF OSCEOLA  
Osceola, Wisconsin

By \_\_\_\_\_  
Dan Boley  
Business Agent

By \_\_\_\_\_  
Jeromy Buberl, President

By \_\_\_\_\_  
Devin Swanberg,  
Village Administrator

**EXHIBIT "A"**

**WAGES**

**Effective 1/1/2024**

**Sewer/Water and Streets**

Starting Wage	<u>\$24.91</u>
After one year	<u>\$26.34</u>
After two years	<u>\$27.65</u>
After three years	<u>\$28.84</u>
After four years	<u>\$29.91</u>
After five years	<u>\$30.87</u>

Public Works Coordinator	<u>\$35.25</u>
Utilities Coordinator	<u>\$35.25</u>

**Effective 1/1/2025**

**Sewer/Water and Streets**

Starting Wage	<u>\$26.16</u>
After one year	<u>\$27.66</u>
After two years	<u>\$29.03</u>
After three years	<u>\$30.28</u>
After four years	<u>\$31.41</u>
After five years	<u>\$32.41</u>

Public Works Coordinator	<u>\$37.01</u>
Utilities Coordinator	<u>\$37.01</u>

## EXHIBIT "B"

### WAGES

#### Effective 1/1/2024

Clerk	\$28.85
Treasurer	\$32.81
Police Admin Assistant	\$25.65
Clerk of Court/Utilities Clerk	\$25.18

#### Effective 1/1/2025

Clerk	\$30.29
Treasurer	\$34.45
Police Admin Assistant	\$26.93
Clerk of Court/Utilities Clerk	\$26.44

Effective January 1, 2024 the Village agrees to pay a wage increase of 5%.  
Effective January 1, 2025 the Village agrees to pay a wage increase of 5%.

New Hires: These are the minimums in the step increases and the Village may pay above the minimums or skip steps based on prior experience and other hiring criteria but may not pay less than the stated pay rates.

The Sewer/Water and Streets department shall have an annual work boot allowance \$400.00 for each year of the agreement.

The Street department shall have an annual clothing allowance of \$1,000.00 (separate from the boot allowance) for each year of the agreement.

Utility department workers shall be paid three (3) hours per day at time and one half (1 ½) when scheduled for utility weekend duty.

Public works employees shall be paid six (6) hours per week at time and one half (1 ½) when scheduled for on call duties.

Any paid leave time for Sewer/Water and Street department shall be counted as hours worked for overtime purposes.

Wastewater department employees shall be paid \$0.25 per hour for each of the following exam/certifications: Groundwater, Distribution, General Wastewater, Disinfection, Nutrient Removal Phosphorous, Solids Separation, Biological Treatment-Suspended growth, Biological Solids-Processing handling reuse, Collection System.

Street department employees shall be paid \$1.00 per hour for a CDL license, \$1.00 per hour for an Arborist License, \$0.25 per hour for Pesticide License.



# Memo

To: Administration and Finance  
From: Devin Swanberg Village Administrator  
CC: Village Board  
Date: February 6th  
Re: VOIP Proposal

---

Staff met with BITWorks to upgrade our phone system to a voice over internet phone system (VOIP) and instructed to get quotes for this system. The following pages is a proposal that BITWorks presented. This VOIP system will allow better service for citizens as they have a direct line to the staff member they need to reach and can leave a voice mail for that staff member. Currently we only have one message box. This will also allow staff to receive phone calls at home or on the road. There is also a cost benefit to this system as we would be paying less per month than for our current system. There is an up-front cost but over time the village will be saving money.

Recommendation: To recommend to the board to pursue the VOIP system that will be paid for from the CIP for the Administration that was set aside for new software system.

## Village of Osceola – Voice Over IP Project

Comprehensive proposal for the implementation of an Onsite VoIP PBX, SIP Services, and remote capabilities solution for the Village of Osceola. Our proposed system incorporates advanced technology from Grandstream which features seamless integration with POTS lines and internet-based SIP trunk services. This system has been designed for optimal performance leveraging internet SIP trunks and using standard telephone lines to provide hotline and a redundant failover solution when the internet is not available.

### 1. Executive Summary:

This solution combines the robust Grandstream UCM6300 Series PBX, a variety of Grandstream phones including GRP 2615, WP822, and GAC 2500, integration with POTS lines for the Police hotline phone, redundancy solutions for Internet failures, and the utilization of OnSIP SIP Trunks for enhanced connectivity. As part of this effort, infrastructure upgrades should take place to allow the

### 2. The options: Onsite vs. Hosted VoIP Service

#### Benefits of an Onsite VoIP System:

- **Enhanced Control:**
  - Onsite VoIP systems provide organizations with greater control over their communication infrastructure. This is particularly advantageous for businesses with specific security, compliance, or customization requirements.
- **Customization and Flexibility:**
  - Onsite VoIP solutions offer a high level of customization, allowing businesses to tailor the system to their unique needs. This includes custom integrations, application development, and the ability to adapt the system as the organization evolves.
- **Data Security and Privacy:**
  - With an onsite VoIP system, sensitive communication data is stored and managed within the organization's premises. This can provide a sense of security for businesses with strict data privacy regulations or concerns.
- **Independent Network Management:**
  - Organizations have direct control over their network infrastructure, enabling them to prioritize voice traffic, implement quality of service (QoS) measures, and troubleshoot issues promptly without relying on a third-party service provider.
- **Cost Predictability:**
  - While there may be initial upfront costs for hardware and infrastructure, onsite VoIP systems often offer more predictable ongoing costs, making budgeting and financial planning more straightforward over the long term.

- **Resilience:**
  - POTS (Plain Old Telephone Service) runs on completely different systems than the internet and it is not affected by internet outages or large-scale failures of Internet service.

#### **Benefits of Hosted VoIP Service in the Cloud:**

- **Scalability and Rapid Deployment:**
  - Hosted VoIP services in the cloud provide businesses with the flexibility to scale their communication infrastructure up or down based on demand. Additionally, cloud-based solutions typically allow for quicker deployment, making them ideal for organizations that need to adapt rapidly.
- **Reduced Upfront Costs:**
  - Hosted VoIP services often require minimal upfront investment in hardware and infrastructure, making them a cost-effective option for businesses that want to avoid significant capital expenditures.
- **Geographic Flexibility:**
  - Cloud-based VoIP services enable employees to connect and work from anywhere with an internet connection. This is especially beneficial for organizations with remote or distributed teams, promoting flexibility and remote work capabilities.
- **Automatic Updates and Maintenance:**
  - Service providers handle system updates, maintenance, and security patches in a hosted VoIP environment, reducing the burden on internal IT teams. This ensures that the system remains up-to-date and secure without requiring active management from the organization.
- **Disaster Recovery and Redundancy:**
  - Cloud-based VoIP services often include built-in redundancy and disaster recovery measures. In the event of a failure or outage, services can be quickly restored from backup locations, minimizing downtime and ensuring continuous communication.

#### **2. Solution Overview:**

Our proposed solution encompasses the following key components:

- **Grandstream UCM6300 Series PBX:**
  - A scalable and feature-rich IP PBX (Private Branch eXchange) designed to meet the communication needs of medium to large enterprises.
  - UCM Connect for remote capabilities, enabling phones to connect securely from remote locations.

- One PBX is needed, which would be either the 2 port or the 4 port model. With known needs at this point, the 2 port model.
- Cost \$495 / 2 port model - \$1195 / 4 port model\*
- **Grandstream GRP 2615 Phones:**
  - High-quality IP phones with advanced features, including a color LCD display, programmable keys, and support for multiple lines.
  - \$175 per phone – Optional sidecar - \$159
- **Grandstream WP822 Phones:**
  - Wireless IP phones offering mobility within the office environment, featuring HD audio quality and a durable design.
  - \$139 per phone
- **Grandstream GAC 2500 Conference Room Phones:**
  - Ideal for professional audio conferencing with HD voice, Android-based operating system, and a user-friendly touch screen display.
  - \$395 per phone
- **Integration with POTS Lines:**
  - Seamless integration with traditional POTS lines to support the Police hotline phone and ensure reliable communication in emergency situations.
- **Redundancy Solutions:**
  - Implementation of failover solutions to ensure continuous communication in the event of Internet failures, guaranteeing business continuity.
- **OnSIP SIP Trunks:**
  - Utilization of OnSIP SIP Trunks to enhance connectivity, providing geographic flexibility, unlimited concurrent calls, and dynamic failover for added reliability.

### **3. Remote Capabilities:**

- **UCM Connect:**
  - Leverage UCM Connect for secure remote connectivity, allowing authorized users to connect their Grandstream phones to the onsite UCM6300 PBX from anywhere with internet access.
  - Ensure a seamless and secure remote work experience with advanced encryption and authentication protocols.



#### 4. Infrastructure Updates / Upgrades

Two options exist with the network switching. All of the existing switches are “out of support” and non-compliant per CJIS requirements and need to be replaced. This can be done now, or we can move forward at a lower cost with separate phone power supplies and replace switches later on another project.

- **Network Switches**
  - Voice over IP phones are traditionally powered over ethernet using a POE switch. Currently the Village has 2 POE capable switches which are used to capacity and out of date, as are all the other switches in the network.
  - Switches need to be replaced with one of two options:
    - Unifi 24 Port POE switch – Qty 11 - \$699 each - \$7689 (Not Compliant)
    - HPE Aruba 24 port – Qty 11 - \$772 each - \$7942 (NIST Compliant)
    - Wire Management, Fiber cabling & transceivers - \$1000
  - Installation – 24 hours @ \$125 - \$3000
- **Stand-alone power supplies**
  - Requires that power be at all locations where phones are installed
  - Cost - \$15.00 per phone

#### Total Equipment Costs

<b>PBX</b>	<b>1 x \$1195 =</b>	<b>\$1195</b>
<b>Phones</b>	<b>12 x 175 =</b>	<b>\$2100</b>
<b>Power</b>	<b>12 x 15=</b>	<b>\$180</b>
<b>Elevator</b>	<b>? (Board + Service Call)</b>	

**Without Network Upgrade: \$3475 + ?**

**With Network Switch Upgrade: \$12537 + ?**

#### Installation Plan

1. Determine plan with network switches vs standalone power
2. Determine phone numbers that must be moved
3. Direct Dial
4. Order/Receive/Initial Install of equipment
5. Subscribe to SIP Trunk Service
6. Initial programming of PBX
7. Migration to VOIP System
  - a. Install new equipment
  - b. Transition old phone equipment (Library) (done on day of port)
8. Port public phone numbers to SIP Service

9. Migrate inbound POTS lines to new PBX
10. Final programming of PBX, call groups, call routing, voicemail service, etc.
11. Configure and test fax machines
12. User training and prepare documentation
13. Configure and test failover of Internet
14. Configure and test hotline phone
15. Update firewall to allow UCM Connect & test
16. Decommission old phone system
17. Cancellation of services (Village)

Installation / Conversion Cost - \$5000

**Expected Ongoing Monthly Costs**

Qty 2 - POTS lines from CenturyLink (no extra services other than selecting long distance carrier) - \$131 per month

SIP Trunk Service - \$94.75 per month

Phone Numbers - \$2.00 per month each

Nothing includes taxes, fees or other required charges



# Memo

To: Admin & Finance Committee  
 From: Carie Krentz, Village Clerk  
 CC: Devin Swanberg, Administrator  
 Date: February 2, 2024  
**Re: Dog Tag Process – Information Only**

Polk County Clerk, Shabana Lundeen, has reached out to all clerks in the county regarding Dog Tag Process. She is asking all clerks if their municipality would be interested in the County taking over this process completely (this is all preliminary and will only proceed if all municipalities agree). Some important information to know:

Current process: All residents submit applications to the Village for their dog licenses. The application form is included with their tax statements they receive each year and currently tracked through GCS software. At least twice a year, maybe three, the Village has to settle up with the County for their portion of the license fee.

	<u>County's Portion</u>	<u>Village's Portion</u>	<u>Current License</u>	<u>License if County charged</u>
Neutered/Spayed:	\$2.75	\$7.25	\$10.00	\$3.00
Un-Neutered/Un-Spayed:	\$7.75	\$7.25	\$15.00	\$8.00
Multi-dog license: (more than 3 dogs)	\$34.75	\$20.25	\$55.00	\$35.00

Dog licensing brought in \$1,230 in 2023 and we paid \$414.25 back to the county for total revenue of \$815.75.

**RECOMMENDATION(S):**

None at this time. This agenda item is only for information and discussion on if Village has interest in having County take over this process.