

\*\*\* All present are expected to conduct themselves in accordance with our City's Core Values \*\*\*



## OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department Committee, Agency, Corporation, Quasi-Municipal Corporation or Sub-unit thereof.

Notice is hereby given that the Park and Recreation Committee of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

Meeting of the: **PARKS AND RECREATION COMMITTEE OF THE CITY OF WAUSAU**  
Date/Time: **Monday, July 1, 2019 at 4:30pm**  
Location: **Riverside Park - 100 Sherman Street - Shelter**  
Members: **Gary Gisselman, Tom Neal, David Nutting, Patrick Peckham(c), Dennis Smith**

### AGENDA ITEMS FOR CONSIDERATION (All items listed may be acted upon)

- 1 Call the Meeting to Order
- 2 Public Comment or Suggestions
- 3 Approve Minutes - June 3, 2019
- 4 Discussion and Possible Action Regarding Recommendations for Further Soil Testing in Riverside Park
- 5 Educational Items
  - A. Bike Share Program
  - B. Dog Park Special Committee Update
  - C. Program Update
  - D. Project Update
  - E. Wausau 2019 Bird City Designation
- 6 Future Agenda Items - River Clean Up Plan During the River Draw Down, Forestry Specifications
- 7 Next Meeting Date - August 5, 2019 at 4:30pm
- 8 Adjournment

Patrick Peckham, Chairperson

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 06/27/2019 @ 8:45 a.m. Questions regarding this agenda may be directed to Jodi Luebbe, Park Office (715) 261-1560.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the City's ADA Coordinator at (715) 261-6620 or e-mail [clerk@ci.wausau.wi.us](mailto:clerk@ci.wausau.wi.us) at least 48 hours prior to the scheduled meeting or event to request an accommodation.

Distribution List: City Website, Media, WSD-Admin, Alderpersons, Mayor, Polley, Dept. Staff, Maryanne Groat, Brad Lenz, Eric Lindman, Christian Schock, Brad Karger, Wisconsin Woodchucks, Wausau Events, Public Access, Wausau River District, Patrick Hoerter

**DRAFT**

**CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES**

Date/Time: June 3, 2019 at 4:30 p.m. Location: Council Chambers, City Hall

Members Present: Gary Gisselman, Tom Neal, David Nutting, Pat Peckham (c), Dennis Smith

Others Present: Jamie Polley-Parks, Recreation and Forestry Director, Mayor Robert Mielke, Eric Lindman-Public Works Director, Kevin Fabel-City of Wausau Environmental Engineer, Patrick Hoerter, Tom Kilian, Judith Miller, News Media

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted that a quorum was present and the meeting was called to order by Chairman Peckham at 4:30 p.m.

Public Comment – Patrick Hoerter said after four years they have completed fundraising for JoJo’s Jungle all-inclusive playground and he is working with the Parks, Recreation and Forestry Director on the beginning of the construction phase. The hope is to complete the entire project this year.

Approval of Minutes – **Motion** by Neal, second by Nutting to approve the Park and Recreation Committee draft May 6, 2019 minutes. Motion **carried** by voice vote, vote reflected as 5-0.

Discussion and Possible Action Regarding the Phase 1 Environmental Assessment for Riverside Park – Polley wanted to correct her agenda summary sentence that read “In addition the City should coordinate with TRC. Wauleco’s Environmental consultant, to conduct additional sampling.” She said that sentence is not an REI recommendation as the sentence before is, but is an item based on the direction Committee had given her at the last meeting.

Kevin Fabel, Environmental Engineer with City of Wausau discussed each of the Recognized Environmental Conditions (REC’s) in the 8.3 conclusion section of the Phase 1 Environmental Site Assessment Report. The first one is a potential REC based on the fact that in the late 1880’s the site was used as a tannery which was an industrial use. There are no recommendations based on that REC it’s just noted as a concern. The second one identifies a petroleum spill from the 3M Company which is adjacent to the park. The DNR has managed that site and all the requirements of 3M based on that petroleum spill have been met and that site has been closed out. Neal commented that since the groundwater contamination was documented to extend onto the park property this is considered an REC on the Riverside Park property and a Controlled Recognized Environmental Condition (CREC) on the 3M property. The next REC is in relation to the Wauleco property and the groundwater contamination that was a result of the Pentachlorophenol. It identifies that release and because the plume extends into the groundwater onto the Riverside Park property that makes that a REC as well. The next REC also relates to the Wauleco property and identifies the concern about the 400 tons per month of wood waste burned at the facility and the possibility of aerial deposition of pollutants as a result of that burning. It also identifies that Wauleco submitted an aerial dispersion model to the DNR. Based on that aerial dispersion model, DNR will be requesting Wauleco do some testing over the summer. Neal questioned if the information given to the DNR for them to review and recommend testing would extend to properties off of the Wauleco site. Fabel said yes that based on the air dispersion model the likelihood of that deposition is where they would want the sampling done to determine if any of those particles had resulted in contamination. Fabel referred to data gap samples and said there is information as to pollutant concentrations in certain spots, if there is a spot where they don’t have data for then they would ask for that spot to be sampled just to fill in the gaps. In Riverside Park there is one spot being proposed for sampling. The last REC is related to the information that was provided to the DHS (Department of Health and Safety) as it relates to sampling information from the park itself. This REC states that DHS did take a look at that information and made the determination that that contamination would not be a concern to anyone using the park, but because that is out there it also is listed as a REC. The sampling which will be conducted by Wauleco will add to that database and that’s why they kept it open as a REC.

Gisselman thought there had been past issues with regard to the air pollutants coming out of 3M which didn’t seem to be part of the conclusions. Fabel said the violation of their Title 5 air permit was a record keeping type violation not an environmental release of such. Under normal operations they are continually emitting pollutants but in that period of time they failed to include it on a report.

Fabel referred to Section 8.2 which provides an opinion of what REI recommends is done next. The summary of the two points are that the City continue to allow access for the groundwater sampling in Riverside Park from the groundwater contamination that was a result of the Wauleco Pentachlorophenol event and the second item is to also cooperate and allow

access by TRC consultants in order to complete their DNR required sampling as an investigation for the Wauleco wood waste dispersion modeling sampling event which would be this summer. In addition they recommend the City await the results of the DNR review of those samples and see what the DNR comes up with after receiving the sampling information. Doing the following is not part of their recommendation; dictating how TRC samples, where the samples are conducted, the quantity of those samples and what to sample for.

Peckham said there was a reference to DHS's recommendation that further testing is done so that they could be more certain of their results so shouldn't they do further testing? Fabel said that the Wauleco sampling is part of that further testing. Peckham thought that people in the community and Committee would not be satisfied with a single test. Fabel said he would defer to the experts, there's a lot of opinions but DNR has the scientists on board to look at a site like that and look at the modeling and come up with a plan to figure out if contamination exists. Peckham said the document was prepared by REI and not the DNR and he didn't see where the DNR said to do one test and they are good. Fabel said the DNR is saying do the one test in their approval of Wauleco's plan that was submitted to DNR. Peckham said that would satisfy the concern about aerial deposition but it wouldn't address concerns of contaminated soil in the park. Fabel said that they already know there is groundwater contamination beneath the park. He doesn't know the reasoning for further sampling to confirm the groundwater contamination because that's already being studied and under the direction of the DNR has been defined. Peckham said what he expected to come out of this was that a spot was tested right below the culvert where water comes out on that slope and he expected someone would have said that they should go out a certain number of feet and do additional tests. Fabel said the Phase 1 study looked at all the factors. If the study would have identified a concern as Peckham just described then in the opinion section it would have recommended they do further testing around the area of the culvert to make sure of the fact that there is not a risk. So the fact that the Phase 1 in their opinion section doesn't recommend that, states to the fact that the environmental expert didn't feel that was necessary. Smith questioned how groundwater gets contaminated. Fabel discussed how groundwater gets contaminated. Smith said he was of the belief that some of that contamination has come from and continues to come from 3M through the culvert.

Peckham thought that it seemed like DNR's part of this has been to review and possibly approve Wauleco's plan to deal with the aerial deposition of contaminants from their site and the DNR didn't make a recommendation of what the City should do in the park. Fabel said first they looked at the modeling and figured out where the wood waste contamination could have potentially impacted and based on the area that the pollution could have impacted that's where they determined they wanted more information in the form of sampling. If there was an area that they felt wouldn't have been contaminated based on meteorological data then there would be no need to require sampling if the probability of the contamination from that source did not exist.

Peckham would like a reaction from Mr. Lassa from REI as to the question about what the City of Wausau can do to further explore the potential spread of contamination on Riverside Park in the soil. He thought that the study had acknowledged the recommendation of the DHS but did not say the City should do more tests. Fabel said they can always test and they can always test as much as they want but part of the decision comes into the cost of that testing and the information they are likely to garner from it. If the information they are likely to garner from the testing is going to be redundant or information they already know, that impacts the decision differently than if it's testing an area that they don't know. If the testing was free they would do all the testing they wanted but it comes with a cost and they have to determine if the information they expect to get from that testing is worth the cost of doing that testing. He gave approximate testing costs. He wanted them to consider that they could do a certain number of samples but they are never going to know if every square inch of the park is clean unless they sample every square inch of the park. At some point they have to determine what level of information they need to be comfortable with the fact that if the information shows them there is no concern than they can defer from that information the rest of the park is safe. Smith thought they needed to consider the health and well-being of people over costs. He believed people would understand that they can't test every square inch of the park but there should be a reasonable effort made to ease people's minds. Fabel said that part of the problem is that everyone's level of comfort is different. Some may be comfortable with the information they have, some may need ten samples, some may need one hundred samples, and some people may never be comfortable even if they did a thousand samples. Gisselman thought there were some key points in Riverside Park where people hang out that they should be able to get some information and Committee should continue to set their own pace. Neal had concerns about anything going downhill from the drainpipe and if it pools or disperses. There is a source up the hill and he wonders what has happened over the years from it. Due diligence tells him they should identify more potential places to test perhaps where people are most likely to come into contact with the surface of the park.

Nutting said the City has mitigated areas for Riverlife Park by paving or removing and replacing soil. The scientists have said a person would have to be rolling around in or eating the soil on a consistent basis for it to have some effect on their health so he wonders where it ends. Do they let that part of the park grow wild and become inaccessible, do they pave it and create larger parking lots, do they put in pickleball courts or do they keep drilling to find out more? They want to know what's there but perhaps they should move on and deal with what they have. Committee is not the experts, they are going to take the opinion of the experts and make a decision as to spending taxpayers money to continue this or not and continue on as they have for decades. Peckham said one of the things the Department of Health Services said was that if they had more testing they could be more sure of their results.

Tom Kilian, 133 E Thomas Street, was disappointed that there aren't more tests being proposed in the neighborhood. He would like them to step away from Wauleco and TRC and if possible use a third party because he doesn't like the idea of using the potentially responsible party's own consultant. For Riverside Park he would like to get multiple samples along that run-off area to start.

Judith Miller, 903 Kickbusch Street, agreed with Mr. Kilian, mentioned that groundwater was struck on Thomas Street far above the level they expected when road reconstruction was started, the data submitted seems based on what the DNR wants Wauleco to do which doesn't have much to do with dioxin deposition that may be at Riverside Park, and that the data in question is largely decades old. She would like the City do more testing.

Peckham is interested if Committee would like recommendations from REI of spots in the park for further testing. He is also interested in what the trends are of the groundwater monitoring wells that are in the park. **Motion** by Smith, second by Nutting, to ask REI Engineering for recommendations on surface testing in the park. Motion **carried** by voice vote, vote reflected as 5-0. **Motion** by Smith, second by Gisselman to ask REI Engineering for recommendations on subsurface testing for dioxins and heavy metals in the park. Motion **carried** by voice vote, vote reflected as 5-0.

Staff clarified if Committee wanted recommendations and cost estimates brought forward for financial approval or if they wanted it brought back to this Committee. Peckham said they wanted it to come back to this Committee because they want to hear a recommendation from a professional as to what more they could do and then they could either accept or modify that suggestion. Nutting thought it should come back to a Committee of the Whole so that all Council members are educated and informed before a vote about spending tax money comes before Council. Peckham agreed.

Discussion and Possible Action on Approving Proposed Capital Improvement Projects – Polley discussed each of the Capital Improvement Projects. The first one is Sylvan Hill Park parking lot reconstruction. The parking lot was reconstructed once 15 to 20 years ago. **Motion** by Gisselman, second by Neal to approve and move the Sylvan Hill parking lot reconstruction project forward. Motion **carried** by voice vote, vote reflected as 5-0.

Tennis court replacement program project is an ongoing maintenance item the department has been completing over the last couple of years. The next one scheduled for replacement would be Memorial Park. **Motion** by Gisselman, second by Nutting to approve and move the Tennis court replacement program project forward. Motion **carried** by voice vote, vote reflected as 5-0.

Memorial Park seawall replacement is a project to take the concrete part of the seawall out and replace it with rip-rap so that it is more stable. Motion by Gisselman, second by Smith to approve and move the Memorial Park seawall replacement project forward. Motion **carried** by voice vote, vote reflected as 5-0.

Playground equipment is also a continuing replacement project which is scheduled to be completed in 2022. The 2020 replacement is planned at Forest Park. Forest Park has an active neighborhood group so their input will be taken into consideration. Polley discussed how they need to look at what they are replacing and the age groups being focused on. She discussed some of the changes taking place to the current Reservoir Park playground equipment. **Motion** by Gisselman, second by Smith to approve and move the playground equipment project forward. Motion **carried** by voice vote, vote reflected as 5-0.

Wausau Dog Park – Polley said the subcommittee was created to fundraise for the park. The dog park will be put together in phases and her thought was that the group will get the funding for phase one items this year so this project would

be for phase two items. Neal said the group is trying to raise the majority of funds and hopefully there will be some involvement from the City to help the project move along. **Motion** by Neal, second by Nutting to approve and move the Wausau Dog Park project forward. Motion carried by voice vote, vote reflected as 5-0.

Park rolling stock – Polley said this is an annual allocation brought forward for approval. The vehicle replacement schedule is fifty percent cost shared between the City and County. **Motion** by Gisselman, second by Neal to approve the park rolling stock request. Motion **carried** by voice vote, vote reflected as 5-0.

Discussion and Possible Action Setting the Grand Opening Celebration Date for Riverlife Park – Polley recommended that the grand opening date is postponed until the July 1<sup>st</sup> meeting so that everything is in place for it. There will be a soft opening for the public sooner than the grand opening. Committee told Polley that staff could set the date and it did not have to come back to a meeting.

#### Educational Items

A. Dog Park Special Committee Update – Neal said that Committee will be dividing up a list of potential donors to make initial contact with. They are still looking for the Community Foundation to hold the funds but for now they will direct the donors to make contributions to the City of Wausau.

#### B. Program Update

400 Block – Wausau Area Events added an additional concert this year so Concerts on the Square start on June 5<sup>th</sup>. The Classic Car Show is on June 16<sup>th</sup> and Marketplace Thursdays will begin on June 20<sup>th</sup>. Summer Kick Off is on June 14<sup>th</sup> and has been moved to Marathon Park for 2019. Previously it was held at Oak Island Park. General shelter reservations for June are at 56.

#### C. Project Update

Stewart Park Pillars: The final is 95% complete and needs one additional coat. The contractor is anticipated to be on site the week of June 15<sup>th</sup>. 3M Court Resurfacing: Staff will be prepping the tennis courts at 3M Park for the contractor to resurface. Storm Cleanup: Windstorm on May 28<sup>th</sup> resulted in numerous downed trees and branches. Many staff hours already exhausted and continuing. Water Systems: All systems are on except for 3M and Yawkey parks. Water leak repairs are needed there. Swimming Pool plumbing installation underway. Athletic Park: Section of left field is being re-sodded (large roll sod) due to winter dieback. City Shelters: All shelters are prepped and reservations schedules are near maximum capacity Riverlife: Playground installation is nearing completion Contract Tree Removal: Contractor continues tree removals per provided inventory list. (Non Emerald Ash Borer list) Flower Program: Downtown planters are underway and baskets were hung this week. Daily maintenance begins. Routine Operations/Programs: Routine Operations/Programs include the urban forestry program-tree trimming, removals, stump grinding; tree planting underway, building and structure maintenance, shelter reservations and special events, and equipment maintenance and repair work.

Future Agenda Items – river clean-up plan during the river draw down, street tree practices

Next Regular Meeting – Monday, July 1, 2019 at 4:30 pm in Council Chambers at City Hall.

Adjourn – **Motion** by Nutting, second by Neal to adjourn at 6:15 p.m. Motion **carried** by voice vote, vote reflected as 5-0.

## **AGENDA SUMMARY**

### **4. Discussion and Possible Action Regarding Recommendations for Further Soil Testing in Riverside Park**

The Parks and Recreation Committee directed staff to obtain a proposal from REI that would include recommendations for further soil testing within Riverside Park. The proposal should also include a cost estimate to complete the testing. The Committee desires to complete surface testing as well as subsurface testing. Staff has received a proposal from REI. The Committee will review the proposal. If further testing is recommended, the committee should make a recommendation to the Finance Committee for funding of the testing.

### **5. Educational Items**

#### **5A. Bike Share Program**

The City of Wausau is currently working to launch a bike share program along the developing Riverlife area. The program will be operated by Zagster, a bike share company that uses an app based system. The program is anticipated to launch during the summer of 2019, in July or August. The bike share program was included as a potential sponsorship item within the Riverlife Park. The City has received a combination of a grant and sponsorship through the Community Foundation of North Central Wisconsin to fund ten bikes for the first two years of bike share, and any additional infrastructure needed to support the bike share system. The ten bikes will be split into two stations of five bikes each, each located in the Riverlife area. Users are able to sign up for a bike using a mobile app, text messaging, or the Zagster website. The bike share costs \$36,000 for the two years of the program, including the bikes, stations, use of the Zagster technology and app, and repair and replacement of bikes as needed. The City will be seeking additional sponsorships to continue the program beyond the first two years, and to expand the system with more bikes and stations in other locations throughout the City.

#### **5B. Dog Park Special Committee Update**

An update on items the committee has been discussing and working on will be provided.

#### **5C. Program Update**

**ChalkFest** – our crews will again be preparing the 400 Block (and cleaning afterwards) for the 2019 Wausau ChalkFest on July 12-14.

**Wausau Balloon and Rib Fest is July 11-14.** We provide parking at Airport Sports Park and assist as needed in other areas of this event.

**400 Block** – Wednesday concerts on the square and Marketplace Thursdays keep the Block busy during the week. Classic Car show was June 16<sup>th</sup>.

**General Shelter Reservations for June:** 56

#### **5D. Project Update**

**Playground Replacements:** This summer Scholfield, Pleasant Prairie, Brockmeyer and Oak Island Playgrounds will be replaced. The playgrounds that are removed will be donated to an organization that provides playgrounds to poverty-stricken communities around the world called **Kids Around the World** [www.kidsaroundtheworld.com](http://www.kidsaroundtheworld.com)

## **AGENDA SUMMARY**

**Schofield Park:**

Boat launch reconstruction; abutments recently poured with work on launch concrete (into water area) underway.

**Oak Island:** Memorial bench near Boat Launch

**Woodson Park:** Water line repair for fountain

**Stewart Park:** Contractor to resume work on final replacement and East pillars in approximately two weeks

**3M Park:** Tennis court surface removal is nearly complete and prepped for contractor to renovate and install new color coating surface.

Backstop that was damaged by a tree that fell during the recent storm will be replaced when the contractor is available. No date is set at this time.

**Routine Operations/Programs:**

Urban forestry program; tree trimming, removals, stump grinding, **EAB Ash Tree treatments**  
Building and structure maintenance.  
Shelter reservations and Special Events  
Equipment maintenance and repair  
Mowing operations  
Pool Operations  
Sports Facilities (Athletic Park, City ball diamonds and soccer fields)

5E. Wausau 2019 Bird City Designation

The City of Wausau is once again a Wisconsin Bird City with High Flyer status. The Wausau Bird Club submits the Wisconsin Bird City application each year which highlights the conservation and education actions of the city that support and protect the birds of Wausau and Marathon County.



**REI**

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**PHASE II ENVIRONMENTAL SITE  
ASSESSMENT PROPOSAL**

**RIVERSIDE PARK  
100 SHERMAN STREET & 132 RIVER STREET  
WAUSAU, WI**



**Submitted To:**

City of Wausau  
Attn: Mr. Kevin Fabel  
407 Grant Street  
Wausau, WI 54403  
June 21, 2019

**Prepared By:**

REI Engineering, Inc.  
4080 N 20<sup>th</sup> Avenue  
Wausau, WI 54401  
(715) 675-9784

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# Why Choose REI?



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Thank you for requesting a proposal from REI Engineering, Inc. (REI). We have enclosed a copy of REI's Professional Services Agreement. If the Agreement is acceptable, please sign and return to our office. We will begin our services upon receipt of the executed agreement and your authorization.

We offer comprehensive services with practical solutions. Client satisfaction is achieved through a

clear understanding of the regulatory process and applying it to your project.

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"From the initial contact and continued direction...I have found REI to be an absolute asset to see the pace of my projections and projects to be fully completed on time. Very knowledgeable and professional."

*Northcentral Technical College*

"I can always count on REI to provide me the services they promise by the deadlines we (sometimes even unreasonably) set for them."

*Ruder Ware*

"REI does that little bit extra that makes projects go as smoothly as possible and they are very nice people."

*Merrill Area Development*

"REI has been an excellent organization to work with. They make it a pleasure to do business with them. As we at River Valley Bank would say REI is incredible."

*River Valley Bank*

"REI Continues to be a very reliable and capable business partner. They instill confidence, meet deadlines, and are just good people to do business with. From the person that answers the phone, to the various individuals engaged in the final outcome; professionalism, courtesy and service is outstanding."

*Greenheck Fan Corporation*

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Did REI meet your expectation on the quality of service?

**99.6%**



**99.4%**

Did REI keep you informed on project progress?



Did REI meet your deadlines?

**99%**

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process and applying it to individual projects. Simply put - the vast number of repeat clients at REI indicate that we align our priorities with those of the client's to accomplish success.



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Our sister company, Northwest Petroleum Service, Inc. has been installing and servicing complete fueling systems for over 45 years. NPS works closely with our customers in Wisconsin and Michigan's Upper Peninsula to choose the most efficient design for Aboveground, Underground, Point of Sale (POS), and EMV compliance.

## **INTRODUCTION**

REI Engineering, Inc. (REI) completed a Phase I Environmental Site Assessment for the Riverside Park property on May 29, 2019. The findings of the property identified numerous historical impacts to the park property as well as current investigations for potential environmental impact. It was REI's opinion to continue to cooperate for allowing access for ongoing investigation and remedial action by the responsible parties for the contamination which has migrated from the source and onto the park property. REI understands the Park and Recreation Committee desires to take additional steps to conduct testing outside of what is being proposed by the consultants for the open and ongoing WAULECO investigation.

The purpose of this work will be to advance soil borings and collect soil and groundwater samples for submittal to a state certified laboratory for analysis for the evaluation for known and potential contamination.

## **SCOPE OF WORK**

1. REI will coordinate a public utility locate a minimum of three (3) days in advance of any site work.
2. REI will obtain access from the City of Wausau to advance soil borings within the park. REI and subcontractors will work with park personnel to minimize impacts and disruption to park activities.
3. Mobilize to the site to advance twenty (20) hydraulic push soil borings in various accessible locations on the park property. Photographs of the boring locations will be taken for documentation purposes.
4. REI will field screen soil samples using a Photoionization detector (PID) to detect the presence of organic vapors in the soil. The soil samples collected will be submitted for:
  - Volatile Organic Compounds (VOCs)
  - Polycyclic Aromatic Hydrocarbons (PAHs)

- Pentachlorophenol (PCP)
  - Priority pollutant metals (*Antimony, Arsenic, Beryllium, Cadmium, Chromium, Copper, Lead, Mercury, Nickel, Selenium, Silver, Thallium, and Zinc*)
  - Dioxins/Furans
5. One (1) soil sample will be collected from within the top three (3) inches of the surface. One (1) additional soil sample will be collected at depth and submitted for laboratory analysis (2 total soil samples per boring).
  6. REI also understands there are certain locations where groundwater has been impacted. REI proposes to collect a groundwater sample from a temporary well screen placed into the soil boring from up to ten (10) select soil borings. These water samples will be submitted for analysis of VOCs, PCP, PAHs and priority pollutant metals.
  7. REI will survey all boring locations to accurately locate onto site mapping.
  8. Upon completion of the fieldwork, REI will prepare a report summarizing findings, conclusions and recommendations. The report will include figures identifying the site location, locations of the soil borings, buildings and other important features. The report will include tabulated analytical results in relation to state soil and groundwater standards, photographs and laboratory analytical reports.

### **CONDITIONS**

Should unanticipated conditions develop necessitating changes in the work scope, REI will notify you immediately. The cost will be based on the actual work completed in accordance with our current standard fee schedule. The client encourages REI to take all measures that are necessary to preserve and protect the safety of REI's personnel, the public, and/or the environment.

*Please note that if contamination above state standards is discovered, Chapter 292 Wis. Stats. requires notification to the Wisconsin Department of Natural Resources (WDNR). This notification is the responsibility of the one who caused the contamination or the one who owns, controls, or possess the property contamination where the contamination is discovered. REI can assist with this notification process if requested.*



# Professional Services Agreement

Proposed Services: Phase II Environmental Site Assessment  
Site: Riverside Park, 100 Sherman Street & 132 River Street,  
Wausau, WI  
Client: City of Wausau, Mr. Kevin Fabel, 407 Grant Street,  
Wausau, WI 54403  
Date: June 21, 2019 REI Project No.:

REI's Scope of Services on the project is limited to the Work Scope previously stated in the proposal document.

**REI has relied on the following understanding in preparing the Work Scope and basis of payment:** Previously completed Phase I ESA report

**REI will provide the following deliverables:** Phase II ESA report

Services provided by REI will be reimbursed by the Client at the estimated specified fee listed below. The fee will be invoiced upon completion of the project.

**Subcontracted Services**

Private utility locate (if needed)	(to be determined)
Hydraulic Push Soil Borings (Geiss Sol & Samples, LLC)	\$4,235.00
Laboratory Analytical (Pace Analytical Services) - soil	\$44,176.00
Laboratory Analytical (Pace Analytical Services) – groundwater	\$11,022.00

**Professional Services (REI Engineering, Inc.)**

Field time, sample collection, equipment and survey	\$5,344.00
Project management and summary report	\$6,372.00

**Estimated Project Total \$71,149.00**

General Conditions: See "General Conditions"

Advanced Payment: N/A

By executing this Agreement, the Client and REI acknowledge that this Agreement is limited to the expressly enumerated Work Scope and Deliverables; that it is premised upon the Client representations set forth herein; and that it is subject to the general and supplemental conditions (if any) incorporated herein.

**CLIENT:**

**REI ENGINEERING, INC.:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Ken Lassa

Title: \_\_\_\_\_

Title: Department Manager

Phone number: \_\_\_\_\_

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

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

## **PART 1: TERMS OF AGREEMENT**

REI agrees to provide to the Client the deliverables and services enumerated in the attached Scope of Services and Deliverables. Amendments to the Scope of Services and Deliverables shall be in writing and approved by the Client or may be as verbally requested by the Client if subsequently confirmed by REI in writing and actually provided or performed by REI. The Agreement may be considered withdrawn by REI unless executed by the Client and returned to REI within 30 days of date of offering.

## **PART 2: FEES FOR SERVICES**

Client agrees to compensate REI for services by REI, its subcontractors, or consultants in accordance with the Basis of Payment. Any amendments to the Basis of Payment shall be made by mutual consent of REI and the Client. REI will submit invoices to Client approximately monthly, and a final invoice upon completion of services. Invoices will show charges based on the agreed Basis of Payment. A detailed itemization of charges will be provided at the Client's request for a reasonable charge.

The Client will pay the balance stated on the invoice unless the Client notifies REI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. All unchallenged items on the invoice shall be paid within 15 days. Payment is due upon receipt of invoice and is past due thirty (30) days from invoice date. On past due accounts, Client will pay finance charge of 1.5% per month.

REI will notify you in advance if schedule costs are expected to exceed the estimates. In such events, you may wish to: Authorize additional funds to complete the work as originally defined, redefine the scope of work in order to fit the remaining funds, or request the work is stopped at a specific expenditure level. If the third option is chosen REI will turn over such data, results, and material completed at the authorized level without further obligation or liability to either party except for payment of work performed.

## **PART 3: SITE INFORMATION/SITE ACCESS/DELIVERABLES**

The Client shall inform REI of all known information regarding existing and proposed conditions of the property that may affect REI's completion of the Scope of Services and Deliverables. The Client will immediately provide to REI any new such information of which the Client becomes aware during the course of the Project.

**(Utilities)** The Client agrees to provide REI, prior to starting its services, all information known or available to the Client regarding the presence and location of any buried or concealed pipes, tanks, cables, utilities, or other manmade objects on or beneath the property that may affect or be affected by REI in completing the Scope of Services. Client agrees to waive any claim against REI and to indemnify, defend, and hold harmless REI, its subcontractors, consultants, agents, and employees from any claim or liability for injury or loss arising from damaged utilities, concealed pipes, tanks, cables, or other manmade objects not made known to REI by the Client. The Client agrees to hold harmless and indemnify REI from any claim or liability arising from damage to buried pipes, cables, or utilities improperly marked or designated by "Diggers Hotline" or similar other utility location service.

**(Property Lines)** The Client shall have responsibility to provide to REI accurate and reliable information regarding property lines and property ownership, unless ascertainment of the same is expressly included within the Scope of Services. The Client agrees to indemnify and hold harmless REI from any and all damages, claims, penalties, forfeitures, or other losses arising from inaccurate or incomplete information provided hereunder or otherwise failing to comply with the requirements of this section.

The Client shall furnish right of entry to REI, its subcontractors, employees, and agents as deemed necessary by REI to complete the Scope of Services and Deliverables. Client agrees to cooperate with REI such that the Scope of Services and Deliverables can be completed. The Client agrees to hold REI harmless from any losses or penalties due to delays in the completion of the Scope of Services and Deliverables arising from Client's failure to comply with this section.

REI provides the Scope of Services and Deliverables enumerated in this Agreement to the Client for the Client's sole and exclusive use only in connection with the Project and only for the Deliverables' intended purpose.

While REI will take reasonable precautions to minimize any damage to property, it is understood by the Client that in the normal course of REI's services, some damage may occur. The restoration of any damage is the responsibility of the Client. If the Client directs REI to restore property to its former condition, the costs associated with restoration will be added to REI's fee.

Ownership of Documents. In accepting and utilizing any drawings, specifications, reports, work product, or other data, including data on any form of electronic media (all hereafter referred to as drawings and data) generated and provided by Engineer, Client covenants and agrees that all such drawings and data are instruments of service of Engineer, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights, whether the Project is completed or not. In the event of conflict between electronic media and sealed drawings, sealed drawings govern. Client further agrees not to use the drawings and data, in whole or in part, for any purpose or project other than the Project which is the subject of this Agreement. Client shall make no claim against Engineer resulting in any way from unauthorized changes or reuse of the drawings and data for any other project by anyone. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than Engineer or from any reuse of the drawings and data without prior written consent of Engineer. Under no circumstances shall transfer of the drawings and data and other instruments of service on electronic media for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either expresses or implied, of merchantability and fitness for any particular purpose.

## **PART 4: HAZARDOUS MATERIALS**

The Client shall inform REI of any and all hazardous waste or toxic substances located or present on the property, the disposal or discharge of which requires notification to the Wisconsin Department of Natural Resources pursuant to sec. 292.11, Wisconsin State Statutes, or any other applicable environmental law or regulation. The Client agrees to indemnify and hold harmless REI from any and all claims, liabilities, penalties, or remediation orders arising from the discharge, disposal, or spill of any hazardous or toxic substance on the property not identified by the Client and made known to REI.

The Client and REI acknowledge that, prior to the starting its services, REI has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic or hazardous substance or other material found, identified, or as yet unknown on the property.

If, while performing the services, hazardous or toxic substances are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, Deliverables, time schedule, and Payment Schedule will become subject to renegotiation or termination at the discretion of REI. The Client agrees to hold harmless REI from all claims, penalties, losses, or liabilities arising from a delay in the completion of the services or work due to the unanticipated discovery of hazardous or toxic substances.

The Client releases REI from any claim for damages, penalties, or remedial orders resulting from or arising out of any pre-existing environmental conditions at the site where the services or work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any error or omission of REI, its subcontractors, agents, employees, and representatives.

Nothing contained within this Agreement shall be construed or interpreted as requiring REI and its subcontractors 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 or toxic materials.

## **PART 5: SUBCONTRACTORS**

The Client hereby acknowledges that REI may use the services and goods of subcontractors to perform the Scope of Services and Deliverables set forth in this Agreement. To the extent the subcontractors are chosen and utilized at the full discretion of REI, REI shall remain responsible to the Client for the work and services of its subcontractors. If the Client exercises any control over the selection of Subcontractors utilized to complete the Scope of Services or utilizes or arranges for other contractors to perform work and services relating to, associated with, or otherwise affecting the Scope of Services or Deliverables provided by REI, REI shall not be liable or responsible for the means, methods, and quality of the work performed by such contractors and the Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses arising from or due to, in whole or in part, such contractor's work.

## **PART 6: LIMITATIONS OF LIABILITY**

The Client agrees to limit any and all liability, claim for damages, cost of defense, or expenses levied against REI, including its employees, agents, directors, officers and subcontractors, whether based upon negligence, errors or omissions, strict liability, breach of warranty or contract, performance of services or otherwise, to a sum not to exceed the amount of REI's professional liability insurance coverage at the time such claim, cost, or levy is made.

Notwithstanding any other provision contained herein, in no event shall REI be responsible for any incidental, indirect or consequential damages (including loss of profits) incurred by the Client as a result of REI's negligence, errors or omissions, strict liability, breach of contract or warranty, performance of any Services of this Agreement or otherwise, except in the event of REI's willful misconduct.

The Client or the Client's construction contractor shall have sole and complete responsibility for job site conditions during the course of construction, including construction means and methods, and safety of all persons and property continuously and not limited to normal working hours.

The Client agrees to hold harmless, indemnify and defend REI from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of, or in any way connected with: (1) the presence, discharge, release, or escape of contaminants of any kind and (2) the acts, omissions or work of the Client or third parties, except for such liability as may arise out of REI's own negligence or willful misconduct in the performance of services under this Agreement.

## **PART 7: INSURANCE**

REI will carry workers compensation insurance and public liability and property damage insurance policies which REI considers adequate. Certificates of insurance will be provided to the Client upon request. REI will not be responsible for liability beyond the limits and conditions of the insurance. REI will not be responsible for any loss or liability arising from negligence, actions, or omissions by the Client or by others.

## **PART 8: FORCE MAJEURE**

Neither party shall be deemed in default of the Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment) results, without its fault or negligence, from any cause beyond its reasonable control including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots insurrections, fires explosions, earthquakes, floods adverse weather conditions, strikes, or lock-outs. Should unanticipated conditions develop necessitating changes in the work scope, we will notify you immediately. REI will take any and all measures to preserve and protect the safety of REI's personnel, the public, and/or environment, and the client agrees to waive any claim against REI.

## **PART 9: PERMITS**

The Client agrees to obtain all necessary permits, licenses, and approvals required for completion of the Scope of Services and Deliverables unless acquisition of the same is expressly included in the Scope of Services. REI makes no guarantee or promises regarding approval of any petition, application, or request for permits, licenses, or approvals necessary for the completion of the Scope of Services and Deliverables. The Client agrees to hold REI harmless from all losses or damages arising from the denial of any petition, application, or request for necessary permits, licenses, or approvals unless said denial is due solely to the negligence of REI.

REI will assist the Client in applying for permits from regulatory agencies to the extent stated in the Scope of Services.

Services required by regulatory agencies as a condition of permit approval, but which are not included in the Scope of Services, will be considered additional services for which the Client will pay REI additional compensation. REI will not perform additional services without the Client's consent.

It is understood that REI's services are limited to the items in the Scope of Services. REI has and will have no additional responsibility for compliance with Wisconsin State Statutes and the Wisconsin Administrative Code, including but not limited to State Statutes Chapters 30 and 31 and Administrative Code Sections NR151, NR216, and TRANS 233, or the site erosion control plan, to whatever extent each applies to the Project. The Client agrees to indemnify, defend, and hold REI harmless for all penalties and actions resulting from noncompliance with the requirements of Wisconsin State Statutes and of the Wisconsin Administrative Code other than for tasks specifically identified in the Scope of Services to be performed by REI.

## **PART 10: TERMINATION**

This Agreement may be terminated by the Client upon not less than seven days' written notice to REI in the event the Project is permanently abandoned. If the Project is abandoned by the Client for more than 90 consecutive days, REI may terminate this Agreement by giving written notice. In the event of termination, the Client will compensate REI in full for services performed prior to termination, together with additional services that are made necessary by the termination. Such compensation will be on the basis of REI's standard hourly rates in effect at the time of termination.

## **PART 11: ENTIRE AGREEMENT**

This represents the entire Agreement between the parties and supersedes all prior representations or agreement. No alterations to, or modification of, the terms and conditions of this Agreement shall be effective except as specifically authorized by this Agreement.

## **PART 12: STANDARD OF CARE**

Services performed by REI under this Agreement will be with the level of care and skill ordinarily exercised by members of the profession currently practicing in similar conditions, time, and location. No warranty, express or implied, is made or intended for the services performed under this Agreement.

## Wausau Outdoor Pools - Free Admission Report June 8 through 23 (15 days)

Days/Dates	Adults	Youth	Seniors	Totals
Free June 8				
Kaiser	263	186	12	461
Memorial	141	249	05	395
Schulenburg	196	331	04	531
Sub Total				1,387
Free Sun Memorial 9	86	165	0	251
Free Thur. PM Kaiser	15	28	0	43
Memorial	04	06	0	10
Schulenburg	13	22	0	35
Free Sun Schulenburg	0	0	0	(rain/cold)
Free Thur. PM Kaiser	31	45	0	76
Memorial	0	01	0	1
Schulenburg	24	54	0	78
Open House Party 22				
Kaiser	167	201	0	368
Memorial	122	137	4	263
Schulenburg	141	249	4	394
Free Sun Kaiser	15	39	0	54 (rain)
Total/Age	1,218	1,713	29	2,960 Free admissions

## Wausau Outdoor Pools - Pool Paid Admissions June 8 – 23 (15 days)

June 8-23	Adult	Youth	Senior	After 6 Adult	After 6 Yth	After 6 Senior	Pass users	Total
Kaiser	239	683	12	18	33	0	214	
Memorial	122	415	14	10	20	0	328	
Schulenburg	193	581	9	13	37	01	169	
Total	554	1,679	35	41	90	1	711	
								3,111 Paid Admissions/passes

### Free Days Promotion

Wausau and Marathon County Parks, Recreation and Forestry Facebook page

City of Wausau Facebook page

City Pages Summer Program Book

City Pages Big Guide

Flyers at the City Outdoor Pools

News release to area Media including Daily Herald and TV stations

### Additional Special Pool Events

Wacky Olympic Relay Races – Schulenburg, July 1

National Mac & Cheese Taste Testing Day – all pools, July 14

Teen Party W/ DJ - Kaiser, July 20

National Ice Cream Day, all pools visiting Ice Cream Truck, July 21

Disney Theme Pool Day, Memorial, July 30

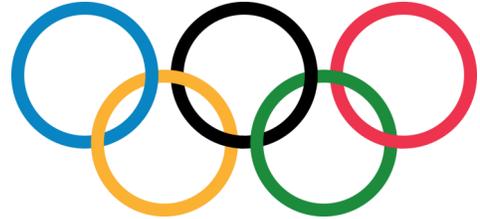
Dog Days – Support the MC Humane Society free entry w/ donation August 2 all pools

Library Days - all pools, August 6

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All are welcome to compete in the...

# WACKY WATER OLYMPICS



**When: July 1st at Schulenburg Pool**

- ◇ **Sign up: 1:00-1:30pm**
- ◇ **Races: 1:45-2:15pm**

**What:** Team-up with you and 3 friends and race to beat the competition!

**How:** Hula hooping, diving for rings, doggy paddling the length of the pool, and other wacky ways!!

Prizes will be given out!

\*Must be able to swim a lap

**Cost:** Free with paid admission into the pool



Wausau & Marathon County  
**Parks, Recreation  
& Forestry**

**Schulenburg Pool**  
**533 Summit Drive,**  
**Wausau WI, 54401**

Mark your calendars...

# Special Events at the Pool

## July 1–Wacky Water Olympics (Schulenburg Pool)

- ◇ Time: Sign-up-1-1:30pm, Races-1:45-2:15pm
- ◇ Teams of 4 compete against other teams in a “wacky” relay race
- ◇ Prizes will be given!
- ◇ Just show up and sign up with your team

## July 14–National Mac and Cheese Day Taste Testing

- ◇ Schulenburg-1:00pm, Kaiser-2:00pm, Memorial-3:00pm
- ◇ Sample different mac and cheese and let us know your favorite! That simple!

## July 20–Teen Party w/ DJ (Kaiser Pool)

- ◇ Time:5:30-8pm
- ◇ Ages:13-16
- ◇ Cost:\$2
- ◇ Join us for food, friends, and fun!



Wausau & Marathon County  
**Parks, Recreation  
& Forestry**

Kaiser-900 E. Bridge Street  
Memorial-505 Memorial Park Road  
Schulenburg-1533 Summit Drive

Mark your calendars...

# Special Events at the Pool

## July 21–Ice Cream Truck

- ◇ Purchase delicious ice cream right outside the pool gate!!
- ◇ Memorial:1pm, Kaiser:2pm, Schulenburg:3pm

## July 30–Disney Theme Pool Day (Memorial Pool)

- ◇ Time:12:30-2:00pm
- ◇ Children come dressed in their favorite Disney Costumes
- ◇ Party Favors will be handed out!!!

## August 2–Dog Days

- ◇ All three pools-1:00-7:50pm
- ◇ Just bring an item that can be donated to the Humane Society and get into the pool for free!
- ◇ Wish list will be posted on our Facebook Page!

 More Information to come on our Facebook Page



Wausau & Marathon County  
**Parks, Recreation  
& Forestry**

Kaiser-900 E. Bridge Street  
Memorial-505 Memorial Park Road  
Schulenburg-1533 Summit Drive

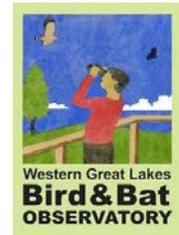


# Bird City Wisconsin

*Making our communities healthy for birds ... and people*

4230 N. Oakland Ave., No. 219

Shorewood, WI 53211



May 9, 2019

Susan Haug  
Wausau Bird Club  
R13775 River Rd  
Ringle, WI 54471

Dear Susan:

Thank you for submitting your Bird City Wisconsin 2019 membership renewal. I'm writing to let you know that the **City of Wausau** has once again achieved **High Flyer** status in the Bird City Wisconsin program. Congratulations!

More than 100 Bird City communities are at the forefront of efforts to forge a statewide coalition of citizens and public officials who recognize that birds are more than beautiful -- they are significant. Bird City communities go above and beyond in their conservation and education actions, and we appreciate not only all that you do to green your community but also all of your efforts to demonstrate your community's actions to us during the renewal process. **Thank you!**

Please continue working to conserve birds throughout the year ahead. One great way to do this is to participate in the **Great Wisconsin Birdathon**, going on until June 15. The Birdathon is a walkathon-style fundraiser that supports critical bird conservation and research projects in Wisconsin (including Bird City Wisconsin). That alone is reason enough to join the fun, but there's a special reason why Bird Cities should participate: Half the funds raised by a Bird City team will be returned to the Bird City. You can use the money as you wish -- for a local conservation project, your World Migratory Bird Day event, even next year's renewal fee. Form a team (or two) today! More information is at [wibirdathon.dojiggy.com](http://wibirdathon.dojiggy.com).

A second way your Bird City can conserve birds is by serving only **bird-friendly coffee** at meetings and other events. Coffees certified as bird-friendly are the world's only shade-grown, organic coffees, proven to provide birds with habitat second only to undisturbed forest. We're proud to offer great-tasting Birds & Beans Bird Friendly®-certified coffees via the Bird City Wisconsin website. Not only will you see two- and five-pound bags that are perfect for conferences, meetings, and other events, but the prices are the lowest ever offered for Birds & Beans coffee. Plus, you'll get free shipping (*see enclosed flyer*).

Finally, we ask that you **share news of your renewal with local media**. To make your job easier, we have included some general text about the program at the bottom of this letter. Feel free to use the Bird City Wisconsin logo to promote your community -- and let us know if you would like a digital copy. Also, please also consider other ways that we can help you achieve public recognition for your accomplishments. As always, feel free to contact us at [director@birdcitywisconsin.org](mailto:director@birdcitywisconsin.org).

We celebrate your efforts to improve the quality of life in your community. Thank you for helping to make Wisconsin healthy for birds... and people.

Sincerely,

Charles Hagner  
Director, Bird City Wisconsin  
Board Chair, Western Great Lakes Bird and Bat Observatory, Inc.

## **About Bird City Wisconsin**

Bird City Wisconsin was created in 2009 and began recognizing communities the following year. The program recognizes municipalities for the conservation and education activities that they undertake to make their communities healthy for birds... and people.

To be recognized as a Bird City, a community must meet criteria spread across six categories: habitat creation and protection, community forest management, limiting threats to birds, education, energy and sustainability, and the official recognition and celebration of World Migratory Bird Day. Bird City Wisconsin also offers High Flyer recognition for those communities that go above and beyond in their conservation and education programs. To become a High Flyer, a community must meet additional, and more involved, criteria.

The Western Great Lakes Bird and Bat Observatory, Inc., assumed fiscal sponsorship of Bird City Wisconsin in October 2018. The Observatory is a 501(c)(3) tax-exempt organization that conducts coordinated research, monitoring, and education to advance the conservation of birds and bats in Wisconsin and throughout the Western Great Lakes Region. It took over from the Milwaukee Audubon Society, which served as Bird City's fiscal sponsor since 2009, when the society was awarded the TogetherGreen planning grant that launched the successful program.