

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



OFFICIAL NOTICE AND AGENDA - **UPDATED**

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, June 3, 2024 at 5:15pm |
| Location: | City Hall (407 Grant St, Wausau WI 54403) - COUNCIL CHAMBERS |
| Members: | Lou Larson, Carol Lukens, Tom Neal, Lisa Rasmussen, Sarah Watson |

AGENDA ITEMS FOR CONSIDERATION

- 1 Approval of Minutes of the May 6, 2024 Meeting
- 2 Discussion and Possible Action to Approve Intergovernmental Agreement to Provide Park Services for the City of Wausau
- 3 Discussion and Possible Action to Recommend the City Parks and Recreation Committee change to an Advisory Committee from a Standing Committee
- 4 Discussion and Possible Action Approving Contract with Travis Bellman Home and Trail for the 2024 Sylvan Hill Mountain Bike Park Flow Tech Downhill Mountain Bike Addition
- 5 Discussion and Possible Action Changing the Regular Meeting Dates for 2024 ~~to the Fourth Monday of each Month~~
- 6 Educational Items
 - A. Park Updates (Athletic Park, Pools, Oak Island, Urban Forestry, General Maintenance)
- 7 Future Agenda Items -
Adjournment

Lou Larson, Chair

Members of the public who do not wish to appear in person may view the meeting live over the internet on the City of Wausau's YouTube Channel <http://www.tinyurl.com/WausauCityCouncil>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail Jamie.polley@co.marathon.wi.us with "Parks Committee public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, if agendized, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (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 ADA Coordinator at (715) 261-6622 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 05/29/24 @ 3:00 p.m. and 5/31/24 at 11:00 a.m. Questions regarding this agenda may be directed to Jodi Luebke, Park Office (715) 261-1560.

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

DRAFT
CITY OF WAUSAU – PARKS AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: May 6, 2024 at 4:30 p.m. Location: Council Chambers, City Hall
Parks and Recreation Committee Members Present: Lou Larson (c), Carol Lukens, Tom Neal, Lisa Rasmussen, Sarah Watson
Others Present: Jamie Polley-Parks Director, Attorney Anne Jacobson, Kody Hart

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present and the meeting was called to order at 4:30pm.

1.. Elect Chairperson and Vice Chairperson for the 2024-2026 Term of the Parks and Recreation Committee – Hart opened nominations for Chair. Neal nominated Larson for Chair and Larson accepted the nomination. Hart asked twice for any other nominations. **Motion** by Rasmussen, second by Watson to close nominations and cast a unanimous ballot for Larson as Chair. Motion **carried** by voice vote, vote reflected as 5-0. Larson asked for nominations for Vice-Chair, Rasmussen nominated Watson for Vice-Chair. Larson asked for any other nominations. **Motion** by Neal, second by Rasmussen to close nominations and cast a unanimous ballot for Watson as Vice-Chair. Motion **carried** by voice vote, vote reflected as 5-0.

2. Establish Regular Meeting Date and Time for the 2024-2026 Term of the Parks and Recreation Committee – meetings will be set for the first Monday of every month starting at 5:15pm.

3. Approve Minutes – March 4, 2024 – **Motion** by Watson, second by Neal to approve the Park and Recreation Committee draft March 4, 2024 minutes. Motion **carried** by voice vote, vote reflected as 5-0.

4. Discussion and Possible Action to Repair Trail Overlook on Pick n Save Section of River Edge Trail - It has been brought to the City’s attention that there is damage to the wall and paved area of the overlook on the River Edge trail by Pick n Save. An engineer looked at the area and determined that the wall was not sufficiently supported with material when it was installed in 2002. Due to the insufficient material, the paver surface is sinking and there is significant settling issues around the drain pipe. This sinking is pushing weight against the wall causing the wall to crack. At this time the cost to replace the overlook is unknown and would require further investigation. The City has two options. One option is to repair/replace the overlook. In consulting with two local engineering firms it was estimated that the cost to investigate the wall and design the plans to repair the structure would cost approximately Between \$28,000-40,000. A second option could be not to replace the overlook and eliminate that area at this time leaving only the trail. Removing the overlook and fixing the trail would cost approximately \$25,000 and is work that could possibly be completed by parks staff. Funding has not been allocated for either option. The Committee is asked to advise the Park Commission on the desired option. The Park Commission will then make a request to the City Finance Committee for funding.

Attorney Jacobson noted time was a bit of an issue as they are in violation of their easement for not maintaining and repairing the overlook. Questions were answered and discussion followed. Members have not seen this overlook area being highly utilized. They prefer it to be turned into green space with some natural landscaping possibly putting benches there, this could possibly be done through the Parks small projects fund. **Motion** by Neal, second by Lukens to send a recommendation to the Park Commission to eliminate the overlook and turn into a green space with pads for benches. Motion **carried** by voice vote, vote reflected as 5-0.

5. Educational Items

A. Intergovernmental Agreement Process Update – In 1974 pursuant to Wisconsin Statute 27.075(1), the City delegated authority, through a resolution, to the County to govern, control, improve, and care for public parks, parkways, boulevards and pleasure drives. The County accepted this delegation through a resolution. Through these resolutions the City dissolved their parks program, transferring all employees and equipment to the County and both the City and the County abolished their respective park commissions/committees and formed that Park Commission. The Park Commission was established to assume the powers and duties of both the City and the County, as provided for in secs. 27.02 thru .06; 27.08 thru .15; and secs. 66.527, Wis Statutes governing parks and recreation. Wisconsin Statute 27.075(4) also states that the City may enter into necessary contracts with the County, and appropriate money to pay the County for the reasonable expenses incurred in rendering the park services assumed. To date there has not been a formal contract for services. The County has managed and maintained the City parks based on the stipulations

laid out in each resolution and the City has appropriated funds for these services based on the same stipulations of each resolution. In 1992 the previous Parks, Recreation & Forestry Director developed a draft contract that was never presented to either entity. Updated intergovernmental agreement has been developed and will be presented to the County and the City for approval. The agreement memorializes the practices that the County and the City have been operating under for the past 50 years to effectively and efficiently manage the city and county park systems. The agreement does not include any changes to current operations but rather sets clear expectations of what the City expects of the County. Staff has asked to present to both the City Council and County Board in May providing both bodies the history of the department and current operations. The Intergovernmental agreement will then be presented to the Park Commission, Environmental Resources Committee and County Board in June and City Finance Committee and City Council in July.

Members shared their opinions on the value of having this Committee. Polley said that Committee structure would be a further discussion and wasn't a part of the intergovernmental agreement.

B. Park Updates – 3M Park – In the process of bringing the water meter out of the ground to satisfy cross connection issue. Airport Park – Parking lot reconstruction has been completed, in the process of bringing the water meter out of the ground to satisfy cross connection issue. Athletic Park – We had an isolation valve failure and we are now compiling quotes to complete the work, crews are preparing the field and stadium for the season. Pools – Kaiser and Memorial pool basin joint caulking completed by Northern Caulking, pools being prepped for filling. Oak Island Park – Concrete work completed on new restroom, waiting on new doors and installation of the windows to complete the restroom. General Maintenance – Docks have been installed at several parks with remaining docks to be placed within the next few weeks, “no drinking before 4 pm” signs have been installed in all the parks, mowing routes are starting up this week, rehabbing turf damage from contracted snow removal at City Hall, City baseball has started and is in full swing at 5 ball diamonds, MC United Soccer is utilizing has Airport and Brockmeyer in addition to the Peoples Sports Complex for their 140 team soccer tournament 5/3-5/5, 19 Fruit trees were planted in Brockmeyer Park by a Community group for Earth Day, A Community Group is also assisting to re-landscape parts of JoJo’s Jungle on 5/2 and 5/4.

6. Adjournment – **Motion** by Neal, second by Lukens to adjourn at 5:25 pm. Motion **carried** by voice vote, vote reflected as 5-0.

2. Discussion and Possible Action to Approve Intergovernmental Agreement to Provide Park Services for City of Wausau Parks

In 1974 pursuant to Wisconsin Statute 27.075(1), the City delegated authority, through a resolution, to the County to govern, control, improve, and care for public parks, parkways, boulevards and pleasure drives. The County accepted this delegation through a resolution. Through these resolutions the City dissolved their parks program, transferring all employees and equipment to the County and both the City and the County abolished their respective park commissions/committees and formed that Park Commission. The Park Commission was established to assume the powers and duties of both the City and the County, as provided for in secs. 27.02 thru .06; 27.08 thru .15; and secs. 66.527, Wis Statutes governing parks and recreation. The Park Commission is comprised of three (3) City Council members, three (3) County Board members and a member at large. The three (3) City Council members on the park commission allows the City to maintain authority in the management of the City parks.

Wisconsin Statute 27.075(4) also states that the City may enter into necessary contracts with the County, and appropriate money to pay the County for the reasonable expenses incurred in rendering the park services assumed. To date there has not been a formal contract for services. The County has managed and maintained the City parks based on the stipulations laid out in each resolution and the City has appropriated funds for these services based on the same stipulations of each resolution. In 1992 the previous Parks, Recreation & Forestry Director developed a draft contract that was never presented to either entity.

The proposed intergovernmental agreement documents the way that the County and the City have been operating for the past 50 years to effectively and efficiently manage the city and county park systems. The agreement identifies all of the resolutions that have set the framework of operations as well as details the current practices in place for operation and for funding staff, equipment, and improvements to the park system. The agreement does not include any changes to current operations but rather sets clear expectations of what the City expects of the County. Ultimately the City Council controls the funding that is allocated for the park operations, maintenance and improvements and therefore dictates the services expected with the funding provided. If the agreement is not approved, operations will continue as they are today based on past practice and the direction provided within the past resolutions. Items needing action will be initiated at the Park Commission and then through the process as designated by the City or the County. If at any time the City or County wishes to terminate the agreement of park governance by the County, the notice must be in writing with no less than 12 months' notice.

The Park and Recreation Committee is asked to recommend to the Finance Committee approval of the proposed intergovernmental agreement to memorialize and clarify operations and expectations, as explained above.

3. Discussion and Possible Action to Recommend the City Parks and Recreation Committee change to an Advisory Committee from a Standing Committee

Through indepth review of the past resolutions it was recognized that the City Park and Recreation Committee had been reinstated in 2002 however it was instituted by name only with no report describing the duties of the committee, giving the committee no authority. Having two committees has proven to be redundant, confusing, and inefficient for staff and the elected officials serving on each. It was suggested that the committee discuss the option of designating the Parks and Recreation Committee as an advisory committee vs a standing committee. The advisory committee would then make recommendations to the Park Commission and the commission would operate as intended to improve efficiency of oversight of the park systems.

The Committee is asked to recommend to the City Council the designation of the City Park and Recreation Committee as an advisory committee.

4. Discussion and Possible Action Approving Contract with Travis Bellman Home and Trail for the 2024 Sylvan Hill Mountain Bike Park Flow Tech Downhill Mountain Bike Addition

In March 2022 the City Council approved a proposal submitted by Central Wisconsin Off Road Cycling Coalition (CWOCC) to make improvements to Sylvan Hill Park mountain biking trails. Improvements included re-routing the climbing return trail to provide an easier route to climb back to the top, enhancing the skills area to allow adults the ability to improve their skills, add a compressed dirt jump zone, and add a flow tech trail utilizing the natural terrain and rock features to provide a new experience. The goal of the enhancements was to provide an additional riding experience to Sylvan Hill Park that did not exist. CWOCC completed re-routing the climbing return trail, enhancing the skills area, and the addition of a compressed dirt jump zone in 2022 and 2023. They will complete the work of the flow tech trail in 2024 with funding they received from the Room Tax Commission. CWOCC will be donating those funds to the City and the City will contract with the contractor to complete the work.

The Parks and Recreation Committee is asked to approve the contract with Travis Bellman Home and Trail for the completion of the Flow Tech Downhill trail.

5. Discussion and Possible Action Changing the Regular Meeting Dates for 2024 to the Fourth Monday of each Month

If the committee chooses to make the current committee an advisory committee that would make recommendations to the Park Commission, I am asking that the regular meeting date of the committee move up a week to a different date from its current regular date of the first Monday of the month. The Park Commission meets the Tuesday before the first Thursday of the month. If we keep the Park Committee meeting on the first Monday of the month it may fall a week after a Park Commission meeting. Holding the committee meeting on a different date the 4th Monday of the month will allow for items to move through the committee and commission process in a more efficient and effective way.

6A. Park Updates

Athletic Park - Broken valve in sidewalk has been repaired and the meters were brought above ground. The new meter cage is close to completion.

-Bull Pen concession area was paved and privacy screens reinstalled. There is some rework of the paving area needed.

-Woodchucks have started the season

Pools - Memorial is ready to open on June 1st.

-Kaiser: We are once again having issues with the pool heater. The same sensor (#7) was bad again this year. We are contacting Lockinvar to see why this is a consistent problem.

-Schulenberg: Variable frequency drive for the circulation pump is malfunctioning and we found it is a problem with the ethernet port. We're hoping to be able to bypass this function as it's not used. We are working with Werner Electric on solutions and we may have to replace the drive.

Oak Island Restroom— The restroom is near completion, we are waiting on a door, which will complete the building. We are still working on concrete, parking lot and outdoor lighting.

Urban Forestry:

- Memorial Tree was planted in Pat Peckham's honor at Alexander Airport Park

- Planted 19 Fruit trees at Brockmeyer for community use.

- Storm damage cleanup at Reservoir Park

- Approximately 25 trees damaged from storms the week of 5/20 that need to be removed

- JoJo's Jungle was partially relandscaped with Chamber of Commerce leadership group. Added trees, perennials and shrubs. Also added log sections as pavers and mulched the entire site.

General Maintenance - Mowing Crews are doing their best to keep up. We are on a 14 day rotation. When we get fully staffed we hope to bring that number down.

- City Diamonds are being used by youth baseball on a daily basis
- We took down a homeless encampment yesterday and have two scheduled for next week
- Continual vandalism of restrooms on Briq's building. Briq's is now open which will hopefully help.
- Kayak fountain install is planned for next week, with renovations to drain system
- 400 Block sound system repairs are needed. We will be replacing 2 amps and we are waiting for word on 2 speakers. Original equipment was installed in 2011 and we are starting to see issues.
- Airport Park meter was brought above ground per Cross Connection Code. We will be installing new fountain soon.

INTERGOVERNMENTAL AGREEMENT TO PROVIDE PARK SERVICES FOR THE CITY OF WAUSAU

Recitals. The following recitals provide statutory, policy, and historical context for the creation of the Wausau and Marathon County Parks, Recreation, and Forestry Department and the delegation of City of Wausau Parks operations by the City of Wausau to Marathon County, a delegation under which city parks operations are managed.

WHEREAS, Wisconsin Statute Section 27.075(1) permits a County to exercise all powers of a local, legislative, and administrative character for the purpose of governing, managing, controlling, improving and caring for public parks, parkways, boulevards and pleasure drives within a city upon the request of that city as evidenced by a resolution adopted by a majority vote of the members-elect of the governing body of the city and County. Wis. Stat. § 27.075(4) permits the county and requesting city to enter into necessary contracts relative to these duties; and

WHEREAS, around 1925, the City of Wausau and Marathon County first elected to approach the service of parks and parkland within the City of Wausau through a combined City-County Park Department. The first department administrator of this combined department was created and hired in 1926; and

WHEREAS, In 1971, a County-City Study Committee was created to study the organization of the Wausau Park Board and the Marathon County Park Commission for the purpose of combining these commissions into a single unit. As a result of these studies, per City of Wausau Resolution 71-0550 (Oct. 31, 1974) and COUNTY resolution R-69-74, the City of Wausau (hereinafter "CITY"), delegated to Marathon County (hereinafter "COUNTY") the authority to govern, manage, control, improve, and care for public parks, parkways, boulevards, and pleasure drives within CITY and contracted with the COUNTY for the provision of all CITY park operations, including sharing the cost of staffing and equipment. Under CITY Resolution 71-0550 and COUNTY Resolution R-69-74, a Park Commission was formed as the governing body of the City and County Parks. COUNTY Resolution #R-54-92 further clarified the CITY and COUNTY Park Governance structure of the Park Commission; and

WHEREAS, Under CITY Resolution #80332 and COUNTY resolution R-30-83, the CITY and COUNTY agreed that enforcement authority for City Park rules and ordinances would be delegated to COUNTY. Ordinances for the CITY and COUNTY parks were thereafter mirrored.

Purpose. This document memorializes the actions taken for the operations and management of the City of Wausau and Marathon County parks. This document further sets forth the existing service levels for Park Services provided by COUNTY for CITY. This document is intended to enhance the understanding of current and future services levels for staff and elected officials.

Identification of Existing Services. The existing services provided by COUNTY to CITY are understood to be provided under the following terms:

- 1) *Operation.* The COUNTY Parks, Recreation & Forestry (PRF) Department shall operate and maintain all CITY parks in a reasonable and satisfactory manner to the CITY and as outlined herein. The Scope of Services provided by PRF to CITY shall be as further defined in the Scope of Services, attached hereto as Addendum A.
 - a) *Authority of the Park Commission.* The COUNTY Park Commission is authorized to monitor and recommend policy relative to park services and programming provided to CITY. The Park Commission is specifically charged with approving all policy relative to implementation of park

services by the Department, including those applicable to CITY. Any capital projects solely owned by or solely benefiting CITY shall be separately approved by CITY.

- b) *Authority of the Department Director.* The COUNTY Director of PRF is authorized to act for and on behalf of the CITY in all City of Wausau park matters, subject to the duly authorized Marathon County Park Commission and the City of Wausau Mayor, as well as all applicable law.
- 2) *Status of Employees.* All regular employees of the PRF Department are considered to be COUNTY employees for all personnel and payroll purposes and are subject to the COUNTY rules, procedures and ordinances, including applicable COUNTY personnel and Human Resources policies.
- 3) *Equipment and Machinery.* The COUNTY and the CITY shall share, on a 50/50 basis, the purchase price of machinery and equipment purchased and used solely for PRF Department purposes in both the CITY and COUNTY parks. Jointly purchased equipment will be titled in the COUNTY's name. The CITY and COUNTY shall allocate equal funds in the amount of \$209,680 or greater, the exact amount to be set by the County Board in its annual budget, to PRF Rolling Stock.
- 4) *Staff costs.* The CITY and the COUNTY shall share the full cost, based on hours worked, of all COUNTY PRF department staff including administrative, professional, supervisory staff, seasonal, and part-time staff, with the exception of those positions that are directly allocated to specific CITY or COUNTY programs. Any additional full-time staff positions requested by the Department shall be duly approved by both the CITY and the COUNTY prior to filling of such additional positions during the budget cycle, and once approved shall be reimbursable at 50% shared cost or as identified in approved position requests under this section. The COUNTY shall provide recommendations from the County Human Resources Department in regard to new positions, staffing levels, etc. The CITY shall fully fund those positions which are used exclusively for CITY park operations; however, such individuals will also be COUNTY employees and subject to the same employment terms as all other employees of the Department.
- 5) *Facility costs.* The CITY shall reimburse the COUNTY on a 50/50 basis for the cost of PRF Department administrative office space and utilities provided in COUNTY owned facilities. Costs associated with the use, operation, and maintenance of the PRF operations shop on Pardee Street shall be shared 50/50 by CITY and COUNTY through routine budgeting and payment of operating expenses. The PRF Department's administrative office shall be housed in COUNTY facilities and shall not be split between multiple physical locations unless mutually agreed upon by the parties; however, where necessary and practical, the PRF Department may provide staff at CITY facilities to coordinate certain CITY park functions.
- 6) *Operations within CITY.* The CITY shall pay the complete costs of all operations conducted in CITY parks on behalf of the CITY by the COUNTY PRF Department, under a budget submitted to and approved by the CITY in the same manner as other CITY department budgets.
- 7) *Liability for CITY operations.* The CITY shall be responsible for providing, at CITY expense, non-deductible comprehensive liability insurance coverage which fully covers Marathon COUNTY employees when engaged in the operation or maintenance of CITY-owned facilities and property and CITY supported programs including parks, street tree program, and the CITY recreation programs. The

CITY shall assume the full liability for COUNTY employees when engaged in such operations for the benefit of or on behalf of the CITY, which liability is willingly assumed by the CITY.

8) *Facilities Operated.* As of 2024, the PRF Department shall maintain and operate the following properties and facilities on behalf of the CITY:

- Airport Sports Park
- Alexander Airport Park
- Anne's Tot Lot
- Athletic Park
- Barker Stewart Island
- Big Bull Falls Park
- Boileau Field
- Brockmeyer Park
- City Hall Park
- Eau Claire River Conservancy
- Forest Park
- 400 Block
- Gilbert Park
- Hammond Park
- Horgan Park
- Kaiser Pool
- Lincoln Tot Lot
- McIndoe Park
- Memorial Park
- Non-Park Boulevards & Triangles
- Oak Island Park
- Isle of the Ferns Park
- Paff Woods Nature Preserve
- Pleasant View Park
- Reservoir Park
- Rib River Park
- River Highlands Park
- River Edge Parkway
- Riverlife Park
- Riverside and Picnic Island Park
- Scholfield Park
- Schulenberg Pool
- Stewart Park
- Swiderski Park
- Sylvan Hill Park
- Tenth Street Park
- Three "M" Park
- Two Hearts Dog Park
- Westview Terrace Park
- Whitewater Park
- Woodson Park
- Yawkey Park

- 9) *Addition of Parks of Facilities.* If any additional parks or park facilities are acquired by the CITY, those parks or park facilities shall be governed by this Contract and the CITY expressly agrees to pay for all work performed thereon. It is understood that the CITY's acquisition of such property is subject to budget constraints and identification within the current City Comprehensive Outdoor Recreation Plan. A new park or park facility shall be served consistent with the terms outlined herein.
- 10) *Verification of Costs.* The PRF Department shall maintain and keep all records, logs, time sheets and other documentation within WORKDAY, or its successor enterprise resource planning software, sufficient to verify the cost of operations between the CITY and the COUNTY.
- 11) *Fixed Asset Schedule.* COUNTY shall provide to the CITY a complete and updated fixed asset schedule relative to all jointly purchased property owned by COUNTY and purchased pursuant to CITY's contract with COUNTY. The detail on the report must include the type of asset, acquisition date, description, useful life and current value. The schedule shall be updated each year with the closing of the COUNTY's accounting system and a copy shall be made available to the CITY upon request.
- 12) *CITY Capital Projects.* For any capital projects solely owned by or solely benefiting CITY, the Director shall follow the process for presenting capital projects as set forth by the CITY. The CITY will be the fiscal agent for all such capital projects.
- 13) *Billing for Costs.* The COUNTY shall bill the CITY for the actual costs of services on a monthly basis. The actual costs of services will be tracked within the COUNTY financial system. Billing shall be for the cost of services and exclude capital purchases. Capital purchases shall be made directly by the CITY. Land acquisition and large construction contracts will be paid directly by the CITY. All payments shall be balanced out on an annual basis in accordance with the closing of the COUNTY's accounting system.
- 14) *Procurement.* PRF shall comply with COUNTY's procurement procedures for all purchases made for COUNTY or joint COUNTY-CITY property, equipment, operations, or programs. PRF shall comply with CITY's procurement procedures for any capital project solely owned by, or solely benefiting, CITY.
- 15) *Legal Services.* PRF shall receive legal services through COUNTY and its Office of Corporation Counsel; however, for any operations, programs, property, equipment, or processes solely affecting or benefiting CITY, PRF shall seek legal services through CITY and its City Attorney. COUNTY and CITY may develop further guidelines relative to the handling of legal services and potential conflicts between COUNTY and CITY as they relate to PRF.
- 16) *Immunities.* CITY and COUNTY shall each remain liable for their own acts and omissions in relation to services provided. Nothing contained herein shall act as a waiver or estoppel of the rights of COUNTY or CITY to assert their rights to all affirmative defenses, limitations of liability, and immunities as specifically set forth in state and federal law, including Wis. Stat. §§ 893.80, 895.52, 345.05, and any related or successor statutes.
- 17) *Review of Terms.* CITY and COUNTY shall endeavor to review the services provided at least every five (5) years.

18) *Whole Agreement.* This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, resolutions, ordinances, agreements, representations, and warranties, both written and oral with respect to the Park Services provided by COUNTY to CITY. In the event of any inconsistency or conflict with other understandings, resolutions, ordinances, agreements, representations, and warranties, this Agreement shall control.

DRAFT

ADDENDUM A – SCOPE OF SERVICE¹S

COUNTY will provide the following services to the CITY:

SECTION I – ADMINISTRATION

(A) ADMINISTRATIVE SERVICES

- (1) Organize manpower to meet CITY needs.
 - a. Assess staffing needs to meet workloads, make appropriate recommendations to COUNTY Human Resources Department.
- (2) Negotiate and approve CITY-specific contracts and leases including, but not limited to, the following: garbage hauling, portable restrooms, facility use agreements, Athletic Park user contracts, Athletic Park food concession contract, Kayak Corporation agreement, shelter and facility rental contracts.
- (3) Maintain CivicRec or equivalent reservation and scheduling system.
- (4) Sell daily and annual passes for all CITY park facilities.
- (5) Recommend to the CITY ordinance changes to better protect the CITY's resources and investment.
- (6) Cooperate with CITY's insurance carrier in the investigation of accidents and claims.
- (7) Keep photo files current of city facilities for use in marketing.
- (8) Maintain "lost and found" records regarding personal property recovered by PRF staff from CITY-owned parks.

(B) PUBLIC SERVICES

- (1) Provide information on parks and programs to customers in a courteous manner.
- (2) Maintain current maps and brochures electronically and printed where cost effective.
- (3) Maintain a website with current parks, facility and program information.
- (4) Provide signage necessary to operate the park system.
- (5) Answer complaints within five (5) working days.
- (6) Meet with major park users, including but not limited to, Wausau Woodchucks, Youth Baseball, Legion Baseball, Kayak and Canoe Corporation, Convention and Visitors Bureau, Wausau Area Events, River District, Youth Soccer, Youth Lacrosse on a regular basis regarding their programs.
- (7) Reserve all park shelters and facilities.
- (8) Reserve all athletic fields and courts.
- (9) Reserve parks for special events in keeping with CITY ordinances and existing Park Commission policy. Review CITY special event permits and coordinate park and park facility use with City Clerk.
- (10) Respond to citizen requests to place equipment on CITY park property according to existing policy, CITY ordinance and PRF Department needs.

(C) CREATE A POSITIVE INFLUENCE THROUGHOUT THE CITY BY:

¹ This Addendum A only addresses services CITY is receiving and/or sharing with COUNTY. All services specifically for COUNTY have been excluded on purpose.

- (1) Keep alders informed about CITY programs by updating the Common Council annually at one regularly scheduled Common Council meeting between January 1 and March 31. An annual report will also be included in the Common Council agenda packet.
- (2) Network with business, industry and community leaders including Central WI Convention and Visitors Bureau, Chamber of Commerce, Parks and Recreation Foundation, Downtown River District, Wisconsin Valley Improvement Company, Wisconsin Public Service, Wisconsin Department of Natural Resources, MCDEVCO, Wisconsin Department of Tourism and Office of Outdoor Recreation, Wausau School District, State and National Park and Recreation Organizations, among others.

(D) COOPERATE WITH ALL UNITS OF GOVERNMENT, SERVICE ORGANIZATIONS AND USER GROUPS TO MEET RECREATION NEEDS

- (1) Cooperate with Wausau School District and other local municipalities or public agencies in sharing equipment and facilities. Plan with the school district and/or public agencies to cooperate in new activities and initiatives when appropriate. Make recommendations to the Park Commission for policy changes or new programs.
- (2) Coordinate with Wausau Public Works, Marathon County Highway Department and Wausau School District to share equipment, talent and resources for cost effective and efficient services where practicable and appropriate.

SECTION II – OPERATIONS

(A) ADMINISTRATION AND CONSTRUCTION

- (1) Select all equipment necessary to perform and carry out CITY park program.
- (2) Select all material necessary to perform and carry out CITY park program.
- (3) Establish space requirements for equipment and material storage and repairs, shop fabrication, employee locker space, lunchroom, rest rooms and any other space needed for support facilities.
- (4) CITY will pay one-half of the costs of operation shop repairs, maintenance and improvements and one-half costs of all shared equipment. CITY will pay total cost of equipment used entirely for CITY programs.
- (5) If COUNTY contracts for services to other agencies, CITY will be reimbursed for equipment used in the performance of other contracts.
- (6) Provide CITY with the additional estimated cost of new, additional, or remodel space needs one (1) year in advance for anything over fifteen thousand dollars (\$15,000).
- (7) Maintain a five-year equipment replacement schedule.
- (8) Provide CITY with five (5) year program of small construction and major maintenance needs including estimated costs. CITY decides which projects to fund. COUNTY PRF staff are authorized to determine how to complete the projects (i.e. using internal versus contract resources).
- (9) Small projects done through the small project fund in the past include, but not limited to, picnic shelter/building renovation and remodeling, fences, sidewalks, slabs, benches, backstops, ball diamonds, soccer fields, tennis court grading, lighting, roads, trails, bridges under twenty (20) feet, culverts, parking lots, guard rails, bleachers, dugouts, tennis court backstops, tables, playground installation, under-ground irrigation, storm sewers, electric services, drinking fountains, flagpoles, curb and gutter, boat landings, vault toilets, steps, equipment sheds, and fountains.

(B) MAINTENANCE

- (1) Maintain parks and facilities at the current maintenance levels according to recognized and acceptable community standards.
- (2) Perform start-up, operations and shut-down for seasonal facilities including Schulenberg pool, Kaiser pool, Memorial pool, Sylvan Hill Tubing, park fountains, Athletic Park, irrigation, ice rinks and seasonal park shelters and restroom facilities. Changes in operations of CITY facilities will be reviewed by the Park Commission and recommended to the CITY as needed.
- (3) Perform unanticipated maintenance as soon as possible. When necessary, fill out destruction and loss report form and report to the COUNTY for insurance filing.
- (4) Inspect each playground weekly and make any necessary changes or corrections
- (5) Inspect each park at a minimum two times per year to keep facility inventory up to date and document complete work orders to address items in need of correction.
- (6) Provide user contact and monitoring, janitorial service, cleanup, and outside safety inspections of all park facilities as usage requires utilizing full-time and seasonal staff.

(C) URBAN FORESTRY

- (1) Will annually provide the following services on CITY-owned trees and shrubs: planting, pruning, watering, fertilizing, trimming and removing street trees and park trees and stumps; clearing sidewalks, signs and intersections; performing inventory and inspection; respond to citizen questions, concerns and complaints.
- (2) Submit to the CITY for approval during the budgeting process an annual work plan which includes the number and location of trees to plant by priority, trimming schedule by priority and number of trees to remove. The reports shall also contain the annual number of trees to be treated and removed consistent with the Emerald Ash Borer plan. The report shall also include the hours spent on storm damage, damage from vehicles, vandalism or other unforeseen causes of damage to CITY-owned trees and shrubs covered by the Urban Forestry program.
- (3) Respond to unanticipated needs such as storm damage, vandalism, citizen calls and complaints.
- (4) Coordinate street tree program with Department of Public Works, Wisconsin Public Service, water utility and local construction projects.
- (5) Monitor for insect and disease problems and present mitigation plans to the CITY for approval.
- (6) Carry out Emerald Ash Borer management plan.
- (7) It is expressly understood by CITY that planned work may not be accomplished because of unforeseen acts such as storm and vandalism damage and citizen calls. The City will be updated on the progress of the planned work in the annual report.

(D) HORTICULTURE

- (1) Maintain greenhouse at Park Operations facility.
- (2) CITY, through the annual budget process, may increase or decrease flower planting program depending on available staff and funding.
- (3) Plant and maintain shrubs, ground covers and ornamental plantings per the City's budgetary process. CITY may eliminate or reduce maintenance through annual budget process.
- (4) Perform insect, disease and weed control as needed.
- (5) Re-establish turf after any event detrimental to turf conditions.

(E) RECREATION

- (1) Coordinate recreation programs.
- (2) Hire, supervise, schedule seasonal employees for swimming pools, ice rinks, park attendants, Sylvan Hill, Athletic Park and recreation programs.
- (3) Coordinate with user groups to arrange for facilities for their activities either on or off CITY property.
- (4) Meet with new user groups to define their activity, organize themselves and find space for their activity.
- (5) Provide media coverage of opening and closing of all park facilities and programs.
- (6) Develop electronic seasonal activity guide(s) that highlight events and activities.
- (7) Coordinate with other local entities where there are shared activities.
- (8) Mediate disputes between user groups.
- (9) Hold scheduling meetings for facility user groups.
- (10) COUNTY will collect money from program participants, pass purchases, shelter rentals and events. CITY program/facility revenue will be transferred to the CITY monthly.

SECTION III – TECHNICAL SERVICES**(A) PLANNING**

- (1) Cooperate with all phases of CITY planning as it relates to parks and as related to the adopted CITY Comprehensive Outdoor Recreation Plan.
- (2) Review master plans, conceptual and preliminary site plans, construction plans as provided by the CITY. Provide CITY with written comments and suggestions. Meet with appropriate CITY officials or contractors regarding plans.
- (3) Provide CITY with list of parks and recreation needs. Cooperate with CITY planner in park and recreation planning activities.
- (4) Contract planning services on behalf of CITY and administer contract.
- (5) Provide five (5) year capital improvement plan.
- (6) Request grant funding and administer grants when awarded.

(B) ACQUISITION

- (1) Contract for appraisals.
- (2) Negotiate with owner for acquisition approved by CITY.
- (3) Negotiate with developer for land dedicated under the Parkland Dedication Ordinance. Assist CITY staff in setting Parkland Dedication fees.

(C) DESIGN

- (1) Provide designs, specifications and cost estimates as per staff abilities to meet program of work.
- (2) Contract design services, specifications and cost estimates as needed to meet agreed upon program of work.
- (3) Develop park and trail maps to be displayed on the Department website and design fliers, brochures, social media posts and promotional graphics as needed.
- (4) Provide contract administration.

(D) ENGINEERING

- (1) The PRF Department will provide in-house planning/design and engineering services for CITY park and recreation programs and projects based on the following:
 - (a) Agreed upon program of work (see annual budget, five-year CIP, five-year maintenance/small project plan)
 - (b) Capabilities of PRF Department staff.
- (2) The planning, design and engineering work that is beyond the expertise or staffing capabilities of the PRF Department will be accomplished through cooperation with the CITY departments (DPW, Engineering, City Planning) or by contract either directly through the PRF Department or in cooperation with other CITY departments.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

City of Wausau

Marathon County

Address

Address

City, State, Zip Code

City, State, Zip Code

Date

Date

Request for Quotation

Central Wisconsin Off Road Cycling Coalition (CWOC) has received funding to create a Flow Tech downhill trail addition to Sylvan Hill Bike Park as a final component of Phase 2 additions. See image below for initial trail concept and trail description details.

Adjustments to the original proposal include:



1. Main intermediate rock tech trail (Yellow) distance will max out at 0.5 miles (2640') in length. Alternate concept on page 2.
2. Advanced to Expert trail(s) (Red) can be one complete segment or two separate segments. Location of advanced trail can be on either side of the intermediate trail. Alternate concept on page 2.
3. There is a user made hiking trail in the zone where the main trail corridor will pass through. Minimize crossings of this trail.

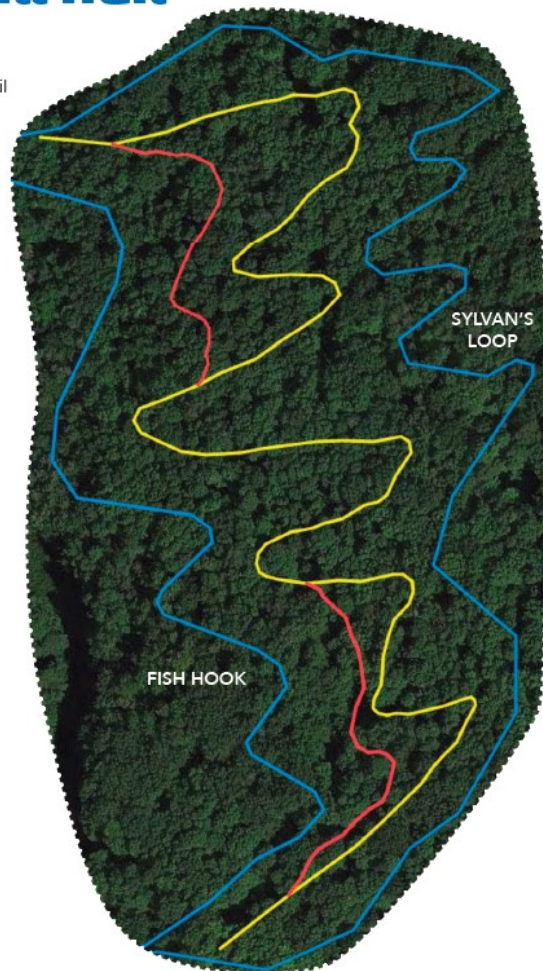
4 Flow Tech Downhill Trail

5

The original contractor left space was left between Fish Hook and Sylvan's Loop for a future trail addition. The creation of a flow tech trail will provide a different experience to the ex-isting jump based trails. Flow tech (or rock tech) trail utilizes the natural terrain and rock for features while still providing a flowy ride experience. The main trail would be an intermediate level trail while more advanced b-lines will challenge advanced riders. Skill filters will be re-quired at the entrance of each advanced b-line to prevent less skilled riders from entering.

Map Key

-  Yellow—Intermediate Trail. 0.5-0.6 Miles in Length
-  Red—Advance to Expert Level Alternate Lines. 1000'-1500' in Length.
-  Light Blue—Existing Mountain Bike Trail

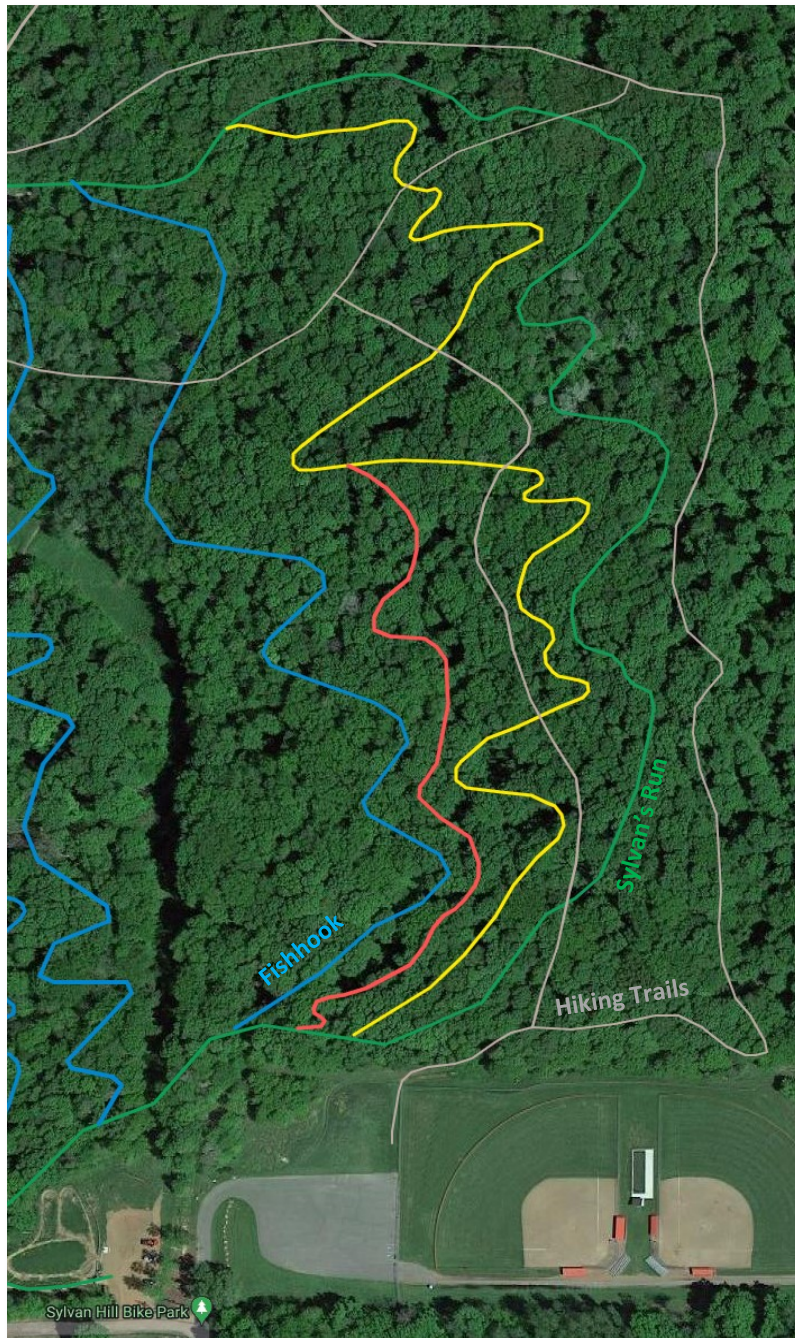


Request for Quotation

Spring/Summer 2024 build request.

Please quote as a design/build the following items:

1. Intermediate flow tech trail (yellow) up to 0.5 miles (long 2640'). Use native rock for challenging textured surface and features. Jumps (optional) and rollable drops permitted. Bermed corners also permitted. Rock armoring encouraged near the bottom of the hill where seeps can be found. Minimize crossings of the existing hiking trail (gray lines). Skill appropriate filter features at entry are required.
2. Advanced flow tech trail (Red) up to 1500' in length. Similar construction as the intermediate trail with higher degree of difficulty. Mandatory features are allowed. Bermed corners also permitted. Advanced trail can be one complete segment or up to two separate segments (no more than 1500' combined if separate). Entry of advanced trail can be separate from the intermediate trail (utilizing some of the rockiest terrain at the top of the hill) or it can begin as an offshoot of the intermediate trail. Skill appropriate filter features at entry are required.



Sylvan Hill Flow Tech Alt. Concept

**2024 SYLVAN HILLS BIKE PARK FLOW TECH DOWNHILL TRAIL ADDITION
TRAIL WORK CONSTRUCTION CONTRACT**

This **CONTRACT** for trail work construction between the City of Wausau (CITY), a municipal corporation, and Travis Bellman Home and Trail (Contractor), a limited liability corporation, is hereby made this _____ day of June, 2024.

PROJECT DESCRIPTION.

An intermediate flow tech trail up to 0.5 miles (long 2640') and an advanced flow tech trail up to 1500' in length will be designed and built as outlined in the Central Wisconsin Offroad Cycling Coalition (CWOCC) Request for Quotation (attached as Appendix A) for a Spring/Summer 2024 build request.

ARTICLE 1 THE CONTRACT DOCUMENTS

This Contract, including any and all Attachments referenced in Article 16, constitutes the entire agreement of the parties and supersedes any and all prior negotiations, representations or agreements, either written or oral.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this executed Contract unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the City.

Date of Commencement shall be **June 1, 2024**.

3.2 Contractor shall achieve Substantial Completion of the entire Work not later than October 15, 2024, subject to adjustments of this Contract Time as provided in the Contract Documents. Work can only occur between June 1 and October 15, 2024.

Failure of Contractor to complete project, as indicated, will be a restriction from bidding any work for City for a period of one year.

ARTICLE 4 CONTRACT SUM

4.1 Contract sum shall be \$17,150.00, based upon the Quote provided by the Contractor as part of this proposal for Sylvan Hill Bike Park Improvement project Phase 2 Final, which is attached as Appendix B.

ARTICLE 5 PAYMENTS

All payments will be made utilizing Room Tax funds received by CWOCC and then donated to the City for this work specifically. The project is funded solely by CWOCC. The City will be responsible for all payments to Contractor based upon the following payment schedule.

5.1 Payment Schedule

5.1.1 Payment #1

Payment of ten percent of the total estimated amount as outlined in Article 4 will be paid within ten days upon receipt of the executed Contract by the City.

5.1.2 Payment #2

Payment of forty percent of the remaining total estimated amount as outlined in Article 4 will be due on the start date of this project as authorized by the City.

5.1.3 Payment #3

Final payment of any balance due Contractor will be made upon acceptance by the City of the services under this Contract **and** upon receipt by the City of a final invoice. Final payment will be made within 10 days upon receipt by the City of the final invoice.

Payment by the City shall not be construed as City acceptance of unsatisfactory or defective services or improper materials. Contractor will not be compensated for unsatisfactory performance.

Compensation in excess of the total Contract price, or for extra services, will not be allowed unless authorized by a written amendment signed by the parties.

ARTICLE 6 CHANGE ORDERS

6.1 The scope of the services to be performed under this Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent the City from exercising its reserved right to establish reasonable time schedules of and for any of the work or services to be performed by Contractor hereunder, nor to cancel any of the services not performed at the time notice is given to Contractor of the cancellation of such services or portion of the work to be performed hereunder.

6.2 The City's representatives are:

Jamie Polley, Director
Wausau and Marathon County Parks, Recreation, and Forestry Department
212 River Dr., Ste. 2
Wausau, WI 54403-5476

Kaitlyn Bernarde, City Clerk
City Hall
407 Grant St.
Wausau, WI 54403

6.3 The Contractor's representative is:

Travis Bellman
Travis Bellman Home and Trail
7408 Deerwood Rd
Minocqua, WI 54548

- 6.4 Neither the City's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

ARTICLE 7 APPLICABLE LAW AND COMPLIANCE

This contract shall be governed under the laws of the State of Wisconsin. Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this contract if Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

ARTICLE 8 SAFETY REQUIREMENTS

All materials, equipment, and supplies provided to the City of Wausau must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

- 8.1 Contractor shall execute and maintain its work so as to avoid injury or damage to any persons or property. Contractor shall comply with the requirements and specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its work, Contractor shall, at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, including the obligation to conduct safety inspections to verify said compliance by its employees, agents, and/or subcontractors.
- 8.2 Contractor is specifically notified that it is subject to federal requirements listed under Title 29, Chapter 15 of the United States Code (Occupational Health and Safety Act) by virtue of its contract with the City of Wausau, a public entity. Contractor shall provide a similar notice to all its subcontractors.

ARTICLE 9 INSURANCE REQUIREMENTS

Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

- 9.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. In case any work is sublet, Contractor shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Purchaser's (Owners and Sole proprietors) electing exemption from coverage pursuant to WIS STAT 102.075 SHALL provide a signed copy of the endorsement showing non-election of coverage.

9.2 General Liability and Property Damage Insurance. Contractor shall secure and maintain in force throughout the duration of this contract such General Liability and Property Damage Insurance as shall protect itself and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by Contractor, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- Comprehensive General Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and Property Damage.
- Automobile Liability \$1,000,000 per occurrence for bodily injury and property damage.
- Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverage.

9.3 PROOF OF INSURANCE: Contractor shall furnish the City with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that Contractor meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the City of Wausau and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Authorized Purchasing Agent, with a copy of the Certificate of Insurance to be delivered to the Parks, Recreation & Forestry Department for approval prior to the execution of this contract. Upon renewal of the required insurance, and annually thereafter, the City shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall name Marathon County and the City of Wausau as an additional insured and describe the contract by name and or identification number in the "Description of Operations" section of the form.

ARTICLE 10 CANCELLATION / TERMINATION

The City of Wausau reserves the right to:

- 10.1 NONAPPROPRIATION OF FUNDS.** Cancel any contract in whole or in part without penalty due to non- appropriation of funds or for failure of Contractor to comply with terms, conditions, and specifications of this Contract.
- 10.2** Terminate this contract, for the City's convenience, at any time by written notice from the City to Contractor. If the Contract is terminated by the City as provided herein, Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Contractor covered by this Contract, unless payments of compensation have previously been made.

ARTICLE 11 ASSIGNMENT

No right or duty in whole or in part of the scope of work under this Contract may be assigned or delegated without the prior written consent of the City .

ARTICLE 12 MUTUAL HOLD HARMLESS/INDEMNIFICATION

12.1 Contractor hereby agrees to release, indemnify, defend, and hold harmless the City of Wausau, its elected and appointed officials, officers, volunteers, employees and agents from and against any and all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of Contractor's officers, officials, employees, agents or assigns.

12.2 City of Wausau hereby agrees to release, indemnify, defend, and hold harmless Contractor, its officials, officers, volunteers, employees and agents from and against any and all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of City of Wausau officers, officials, employees, agents or assigns.

12.3 City of Wausau does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

ARTICLE 13 DISPUTE RESOLUTION

This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, including conflict of law provisions. Contractor consents to personal jurisdiction in the State of Wisconsin. The venue of any action hereunder shall be Marathon County, Wisconsin. If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternative dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute. Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

The parties hereto agree that Contractor, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the City . Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of the City are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by City on behalf of Contractor. Neither City nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venture for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever. Furthermore, Contractor agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venture with, or partner of, City.

ARTICLE 15 NON-DEBARMENT CLAUSE

Contractor hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Contractor further agrees and certifies that this clause shall be included in any subcontract of this contract. City also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal or State of Wisconsin procurement and non-procurement contracts.

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

16.1 The documents constituting the contract between the Owner and Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order: Change Orders (with the most recent taking precedence); Contract Document Amendments; the Contract Document as described in this signed Agreement; other documents concerning this agreement. Other documents, if any, forming part of the contract documents are as follows:

16.1.1 Central Wisconsin Off Road Cycling Coalition Proposal –Sylvan Hill Bike Park – Phase II Final Additions.

16.2.2 Estimated costs (Quote) of project submitted by Travis Bellman Home and Trail, on February 6, 2024.

ARTICLE 17 FORCE MAJEURE

In the event either party is rendered unable, in whole or in part, to perform its duties or obligations hereunder as a result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, it shall notify the other party of such event in writing and the obligations of such party may be suspended during the continuation of any inability to perform so caused by such event.

ARTICLE 18 AUTHORITY

The parties represent and warrant that they have obtained all authorizations and approvals necessary to enter into this Contract and that the undersigned individual(s) acting on behalf of each party have been duly authorized to execute this Contract on behalf of the respective party.

ARTICLE 19 NO WAIVER

The failure of either party to enforce any of the provisions of this Contract in whole or in part shall not be construed as a waiver of such provision or the right of the party thereafter to enforce each and every such provision.

ARTICLE 20 COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as an original. Copies of this Contract, fully executed, shall be as valid as an original.

ARTICLE 21 PUBLIC RECORDS LAW

Contractor shall assist City in complying with any public records request(s) in connection with this Contract submitted to City pursuant to the Wisconsin Public Records Law, Wis. Stat. §§ 19.31 – 19.39.

ARTICLE 22 TIME IS OF THE ESSENCE

Time of performance under this Contract is of the essence.

ARTICLE 23 SEVERABILITY

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first written above.

CONTRACTOR:

Travis Bellman Home and Trail

By: _____
Travis Bellman

Date: _____

CITY OF WAUSAU:

By: _____
Jamie Polley, Director
Parks, Recreation and Forestry Department

Date: _____

Travis Bellman Home and Trail

7408 Deerwood Rd.
Minocqua, WI

Phone: 715-892-5140

travisbellman@yahoo.com

Project: **Sylvan Park**

Phone:

Estimate: **24-06**

Address: **Wausaw**

Estimate Date: **2/6/2024**

#N/A

Contact: **Matt Block**

#N/A

| Trail Type | Description | Column2 | Qty | Unit Price | Column1 | Total |
|------------------------|--|---------|------|------------|---------|-------------|
| Flow Tech Intermediate | 36-48" wide trail with technical and flow features 5% average grade | | 2640 | \$4.00 | | \$10,400.00 |
| Flow Tech Expert | 24-48" wide trail with technical and flow features 7-10% average grade | | 1500 | \$4.50 | | \$6,750.00 |

Estimate Total \$17,150.00

Paid \$0.00

Total due \$0.00

Corridor to be cleared 6-10'.

Dirt work to be done with a 3 ton mini excavator with finishing to be done by hand with rakes and loppers. Low slope terrain to utilize barrow pits to build up tread and accentuate drainage.

Tread to be smoothed and cleared of roots and rock then plate compacted to reduce erosion. Back slopecut back, smoothed and roots removed.

10% down payment to secure contract, with 40% due at start of project, and remainder due upon completion determined by total distance.

Project to be done Spring/early summer of 2024.

Please make checks out to Travis Bellman Home and Trail

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

| RESOLUTION OF THE PARKS AND RECREATION COMMITTEE | |
|---|-------------------------|
| <p>Approving contract with Travis Bellman Home and Trail for the 2024 Sylvan Hill Mountain Bike Park Flow Tech downhill mountain bike trail addition.</p> | |
| Committee Action: | |
| Fiscal Impact: | |
| File Number: | Date Introduced: |

| FISCAL IMPACT SUMMARY | | | |
|------------------------------|---|---|---|
| COSTS | <i>Budget Neutral</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | |
| | <i>Included in Budget:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Budget Source:</i> |
| | <i>One-time Costs:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>Recurring Costs:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| SOURCE | <i>Fee Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>Grant Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>Debt Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
| | <i>TID Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> | | |

RESOLUTION

WHEREAS, on May 9, 2023, the Common Council approved a contract with Main Line Trail Construction LLC for 2023 Maintenance Improvements using funds donated by Central Wisconsin Offroad Cycling Coalition, Inc. (CWOCC) to pay for the maintenance improvements; and

WHEREAS, in 2023, CWOCC received room tax funding from the Room Tax Commission to create a Flow Tech downhill trail addition to Sylvan Hills Bike Park as a final component of its Phase 2 additions from May 9, 2023; and

WHEREAS, the Wausau/Marathon County, Parks, Recreation and Forestry Department requested quotes be submitted by March 20, 2024, from qualified firms and published the request for quotes; and

WHEREAS, two quotes were received from Main Line Trail Construction, in the amount of \$14,900.00, and Travis Bellman Home and Trail, in the amount of \$17,150.00; and

WHEREAS, CWOCC recommended your Parks Director select Travis Bellman Home and Trail for diversity purposes; and

WHEREAS, your Parks and Recreation Committee met on XXX and recommended the selection of Travis Bellman Home and Trail to construct the Flow Tech downhill trail addition to Sylvan Hills Bike Park in the amount of \$17,150.00, using funds donated to the City by CWOCC specifically for the purpose

of design and construction of the Flow Tech downhill trail addition to Sylvan Hills Bike Park; and

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that Travis Bellman Home and Trail be selected as the contractor to design and build the Flow Tech downhill mountain bike trail(s) at Sylvan Hills Mountain Bike Park, as described in their quote, for a total of \$17,150.00, and the Parks Director is authorized to execute a contract in substantial compliance with the foregoing terms.

Approved:

Doug Diny, Mayor

