



## OFFICIAL NOTICE AND AGENDA - REVISED

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

Meeting of the: **FINANCE COMMITTEE**

Date/Time: **Wednesday, August 10, 2022 at 5:30 PM**

Location: **City Hall (407 Grant Street) - Council Chambers**

FIN Members: Lisa Rasmussen, Doug Diny, Carol Lukens, Michael Martens, Sarah Watson

### AGENDA ITEMS

- 1 Minutes of the previous meeting(s): (7/26/22)
- 2 Discussion and possible action regarding ARPA funding requests and related budget modification
- 3 Discussion and possible action regarding Boulevard parking ordinance
- 4 Discussion and possible action regarding budget modification for WDNR RR Corridor Riverside Park Disposal and Delineation
- 5 **CLOSED SESSION** pursuant to Section 19.85(1)(e) of the Wisconsin State statutes for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, for the purpose of considering the following: Discussion of Committee recommendation regarding upcoming negotiations of City Employee Union Contracts with:  
Wausau Firefighters Association, Local 415  
Wausau Professional Police Association  
Adjourn

Lisa Rasmussen, Chair

**NOTICE: It is possible and likely that members of, and possibly a quorum of members of the Committee of the Whole or other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting. No action will be taken by any such groups.**

Members of the public who do not wish to appear in person may view the meeting live over the internet, 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 [mary.goede@ci.wausau.wi.us](mailto:mary.goede@ci.wausau.wi.us) with "Finance Committee public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, 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.

**This Notice was posted at City Hall and faxed to the Daily Herald newsroom 8/08/22 at 10:00 AM**

*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) 261-6590 or [ADAServices@ci.wausau.wi.us](mailto: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.*

Other Distribution: Media, (Alderspersons: Peckham, Neal, Kilian, Wadinski, McElhaney, Larson), \*Rosenberg, \*Jacobson, \*Groat, Department Heads

## **FINANCE COMMITTEE**

Date and Time: Tuesday July 26, 2022 @ 5:30 pm., Council Chambers

Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Doug Diny

Members Excused: Carol Lukens

Others Present: Maryanne Groat, Emily Ley, Randy Fifrick, Ben Bliven, Eric Lindman, Katie Rosenberg, Tammy Stratz, Solomon King, Gary Gisselman

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. The Finance Committee was called to order by Chairperson Lisa Rasmussen.

### **Minutes of the previous meeting: (7/12/22)**

Motion by Diny, second by Watson to approve the minutes of the previous meeting. Motion carried 4-0.

### **Discussion and possible action regarding ARPA funding requests**

Lisa Rasmussen stated this month's requests come from Community Development for an In-fill New Construction Housing Program for \$600,000, and Additional Rental Units for \$500,000.

Tammy Stratz, Community Development, stated the Affordable Housing Task Force developed a plan of what is needed for the City of Wausau, as well as the Northcentral Planning Commission. She noted we used to work with the Technical College to build a house every year with free labor and assistance of federal funds for materials. They were placed on in-fill lots throughout the city that were acquired due to fires, etc., however, the Technical College no longer offers that program. She stated we have several city lots that are available on which we'd like to place single family houses to create some affordable housing and get the property back on the tax roll. The units would be sold to income qualifying households. She indicated we have an opportunity to work with Community Development Authority which could increase their public housing units by 18. The ARPA fund request is to go out to solicit for an RFP for architectural services. She pointed out there are also other federal funds to partner with and the ARPA funds would be more of a gap financier. She anticipated being able to construct 4 – 5 houses with a selling price of approximately \$145,000 - \$150,000, depending on construction costs.

Stratz explained the Additional Rental Units Project came about with the Affordable Housing Task Force and work with North Central Community Action (NcCAP) to do something similar to what is being done in Wisconsin Rapids. NcCAP would own and operate a 6-unit apartment complex and work with families and individuals that are near-homeless. It is an opportunity to get them lower income rental housing.

Stratz stated in partnership with North Central Regional Planning and with all metro area communities a study is being put together. There will be an Open House public comment listening session on August 17<sup>th</sup> at 5:00 pm., at City Hall.

Doug Diny was concerned with the ability for someone to flip a home for profit. Stratz suggested they could do something such as filing a third mortgage for the gap, and if it is sold, they'd have to pay back the full amount.

Sarah Watson requested the committee re-visit the Home Buyer Education Counseling & Closing Assistance. Stratz explained the program was put together because they are seeing people jumping into buying houses and not understanding what they are getting themselves into. The ARPA request for \$500 for the closing costs was an incentive because people don't typically do education without an incentive. Diny felt this request should be forwarded back to Council for approval. Rasmussen noted there is \$10 million in ARPA funds left to spend and this request is a small amount. Consensus was to put it back in the ranking for the August Finance meeting.

Gary Gisselman addressed to Finance Committee regarding the need for a bridge between Barker Stewart Island and the west side of the city. It has been discussed in CISM and Bike/Ped for many years and came up again last night at the Bicycle & Pedestrian Committee. The Plan staff, as well as the Engineering staff were present and are familiar with it. He felt this would provide a safe avenue for people to not have to deal with the big bridges to get back and forth from east and west on foot or on bicycles. Rasmussen suggested the committees work on the numbers and bring it to Finance.

**Discussion and possible action regarding Motor Pool Fund advance purchases**

Solomon King, DPW Fleet Manager, indicated they were having a lot of issues with ordering equipment which is very difficult right now. The goal is to be able to order the equipment early until the next budget cycle to get a head start. He pointed out that ordering the equipment early does not necessarily mean that we will receive it early. It is still possible for more delays or cancellations.

Maryanne Groat clarified that they will not pay until the equipment comes in, so King is anticipating ordering what we would be ordering next year now, so that the funds are budgeted by the time the orders come in.

Motion by Diny, second by Martens to approve the advance purchase. Motion carried 4-0.

**Discussion and possible action regarding approving grant agreements for Neighborhood Investment Fund Grant Program for Westside Battery Redevelopment project in the amount of \$1,750,000**

Randy Fifrick explained these were funds that were above and beyond the city ARPA funds that were able to be obtained through a competitive process. The Governor announced last fall there would be \$200 million grant awards throughout the state, which ended up being approximately \$212 million. This will allow us to accept the state allocated dollars. The projects need to be completed by December 31, 2024.

Motion by Watson, second by Martens to approve the grant. Motion carried 4-0.

**Discussion and possible action regarding approving grant agreements for Neighborhood Investment Fund Grant Program for Community Partners in the amount of \$1,500,000**

Motion by Diny, second by Watson to approve. Motion carried 4-0.

**Discussion and possible action budget modification 2022 Capital Parking Ramp Improvements - Sears Parking Ramp**

Rasmussen explained this basically would be shifting between the capital projects fund and two of the TID funds to get the repairs made to the Sears Ramp.

Motion by Watson, second by Martens to approve the modification. Motion carried 4-0.

**Adjourn**

Motion by Watson, second by Martens to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:00 pm.



**TO: FINANCE COMMITTEE**

**FROM: MARYANNE GROAT**

**DATE: August 5, 2022**

**RE: ARPA project requests**

The Committee ranked two ARPA requests submitted at the last meeting:

- Infill New Construction
- Affordable Housing Rental Units.

The Committee also expressed an interest in the re-consideration of the Homebuyer Education, Counseling and Closing Assistance.

The commitments to date is updated for recent actions.

A new request is also included in the packet. Eric Lindman will be available for questions. This would be ranked and considered for funding at the August 23<sup>rd</sup> meeting.

**ARPA 2022 REQUESTS 6/14/2022**[illegible]

|                              |    |    |    |    |    |    |    |    |    |                        |             |
|------------------------------|----|----|----|----|----|----|----|----|----|------------------------|-------------|
|                              | 19 | 11 | 25 | 30 | 5  | 26 | 28 | 0  | 17 | 10                     | 171         |
|                              |    |    |    |    |    |    |    |    |    | <b>Average Ranking</b> | <b>43</b>   |
| <b>Fire Land Acquisition</b> |    |    |    |    |    |    |    |    |    |                        |             |
| Diny                         | 6  | 5  | 5  | 5  | 6  | 5  | 3  | 9  | 6  | 5                      | 55          |
| Rasmussen                    | 3  | 0  | 0  | 2  | 2  | 0  | 0  | 0  | 5  | 2                      | 14          |
| Watson                       | 4  | 3  | 7  | 2  | 6  | 0  | 3  | 2  | 7  | 7                      | 41          |
| Martens                      | 6  | 7  | 1  | 4  | 5  | 5  | 3  | 7  | 5  | 5                      | 48          |
| Lukens                       | 5  | 0  | 6  | 0  | 6  | 2  | 2  | 6  | 4  | 5                      | 36          |
|                              | 24 | 15 | 19 | 13 | 25 | 12 | 11 | 24 | 27 | 24                     | 194         |
|                              |    |    |    |    |    |    |    |    |    | <b>Average Ranking</b> | <b>39.5</b> |

## ARPA FUNDING

|                                                       | 1. Public Health | 2. Negative<br>Economic Impacts | 3. Services to<br>Disproportionately<br>Impacted<br>Communities | 5. Infrastructure | 6. Revenue<br>Replacement:<br>Government Services | Total                |
|-------------------------------------------------------|------------------|---------------------------------|-----------------------------------------------------------------|-------------------|---------------------------------------------------|----------------------|
| Landmark Project                                      |                  | \$ 350,000                      |                                                                 |                   | \$                                                | 350,000              |
| 2022 Budget:                                          |                  |                                 |                                                                 |                   |                                                   |                      |
| Public Access Server for Closed Caption               |                  |                                 | 49,224                                                          |                   |                                                   | 49,224               |
| Internet Firewall Replacement                         |                  |                                 |                                                                 |                   | 33,800                                            | 33,800               |
| Core Switch Replacement                               |                  |                                 |                                                                 |                   | 50,000                                            | 50,000               |
| Financial ERP Software Replacement                    |                  |                                 |                                                                 |                   | 850,000                                           | 850,000              |
| 2022 Resolutions                                      |                  |                                 |                                                                 |                   |                                                   |                      |
| Temporary Water Supplies                              |                  |                                 |                                                                 |                   | 230,000                                           | 230,000              |
| PFAS Pilot Study                                      |                  |                                 |                                                                 | 240,375           |                                                   | 240,375              |
| LED Street Lighting Conversion                        |                  |                                 |                                                                 |                   | 881,971                                           | 881,971              |
| Skate Park                                            |                  | 225,000                         |                                                                 |                   |                                                   | 225,000              |
| EEC Negative Economic Impact                          |                  | 84,100                          |                                                                 |                   |                                                   | 84,100               |
| CCITC - Fiber Connection Project                      |                  |                                 |                                                                 |                   | 140,000                                           | 140,000              |
| Community Outreach Specialist Position                |                  | 140,000                         |                                                                 |                   |                                                   | 140,000              |
| FireFighter Positions                                 |                  | 771,000                         |                                                                 |                   |                                                   | 771,000              |
| Wastewater Treatment Screening Improvement Project    |                  |                                 |                                                                 | 800,000           |                                                   | 800,000              |
| Abel Stormwater Liftstation                           |                  |                                 |                                                                 | 800,000           |                                                   | 800,000              |
| Community Partners Campus Facility Project            |                  |                                 | 162,756                                                         |                   |                                                   | 162,756              |
| Obligated                                             | \$ -             | \$ 1,570,100                    | \$ 211,980                                                      | \$ 1,840,375      | \$ 2,185,771                                      | \$ 5,808,226         |
| <b>CITY ALLOCATION</b>                                |                  |                                 |                                                                 |                   | <b>10,000,000</b>                                 | <b>\$ 15,586,461</b> |
| <b>AVAILABLE - UNENCUMBERED</b>                       |                  |                                 |                                                                 |                   | <b>7,814,229</b>                                  | <b>\$ 9,778,235</b>  |
| <b>AUGUST REQUESTS</b>                                |                  |                                 |                                                                 |                   |                                                   |                      |
| In-fill New Construction Program                      |                  | \$ 600,000                      |                                                                 |                   | \$                                                | 600,000              |
| Additional Affordable Rental Units                    |                  | 500,000                         |                                                                 |                   |                                                   | 500,000              |
|                                                       |                  | 1,100,000                       |                                                                 |                   |                                                   | 1,100,000            |
| <b>UNFUNDED REQUESTS</b>                              |                  |                                 |                                                                 |                   |                                                   |                      |
| Fire Station Land Acquisition                         |                  |                                 |                                                                 |                   | 815,000                                           | 815,000              |
| Fixed Station Automated License Plate Readers         |                  |                                 |                                                                 |                   | 255,000                                           | 255,000              |
| Police Department Sit-Stand Configuration             |                  |                                 |                                                                 |                   | 50,000                                            | 50,000               |
| Homebuyer Education Counseling and Closing Assistance |                  | 34,000                          |                                                                 |                   |                                                   | 34,000               |
| Affordable Housing Improvements and Expansion         |                  | 1,000,000                       |                                                                 |                   |                                                   | 1,000,000            |
|                                                       | -                | 1,034,000                       | -                                                               | -                 | 1,120,000                                         | 2,154,000            |
| <b>REMOVED</b>                                        |                  |                                 |                                                                 |                   |                                                   |                      |
| Drinking Fountain Replacement Parks                   | 81,000           |                                 | Funded from Tennis Court Project                                |                   |                                                   | 81,000               |
| 17th Avenue Stewart Avenue to Elm Reconstruction      |                  |                                 | Finance recommended TID 8 Funding                               |                   | 1,180,000                                         | 1,180,000            |
|                                                       | 81,000           |                                 |                                                                 |                   | 1,180,000                                         | 1,261,000            |



**TO:** Finance

**FROM:** Eric Lindman, P.E.  
Director of Public Works & Utilities

**DATE:** August 10, 2022

**SUBJECT:** DPWU - ARPA Project Request 02

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The Department of Public Works & Utilities has prepared the below project for your consideration and ranking. A summary of the project is below for your reference and attached is the full narrative and application information. This project has the potential for receiving reimbursement from the WDNR toward the end of 2022. The utility has already made a formal request to the WDNR for the funding need in 2022 and if funding is awarded to this project staff will bring the project back to finance to reduce the amount of ARPA funds needed.

**Lead Service Line Replacement – Private Side**

- The WDNR allocated \$577,000 to Wausau in 2022 and these funds have been expended.
- The utility has requested an additional \$200,000 from the WDNR for 2022 to replace another 30-35 service lines before the end of the year.
- Lead service lines in the distribution system are the most significant risk to health currently in our water system. Removing the lead service lines from the system will greatly reduce risks within the water system.
- The utility is currently working toward a Lead Service Line Replacement Plan (LSLRP) which is a future requirement due to the upcoming amendments to the Lead & Copper rule by the USEPA. These new rules become enforceable in 2024 and replacement of the lead service lines puts us in a great position to remain compliant and take advantage of any forgivable loan and grants for this initiative.

ARPA approved requests for DPWU to date:

Updated: 08/01/22

| <b>DPWU ARPA Requests and Approvals</b> |                       |                      |
|-----------------------------------------|-----------------------|----------------------|
| <b>ARPA Projects Requested</b>          |                       |                      |
| <b>Description</b>                      | <b>ARPA Funding</b>   | <b>Match Funding</b> |
| LED Street Lighting Conversion          | \$881,971.00          | \$0.00               |
| WWTF - Screening System Improvements    | \$800,000.00          | \$0.00               |
| Abel Lift Station - Stormwater          | \$800,000.00          | \$0.00               |
| 17th Ave - Stewart Ave to Elm St        | \$1,180,000.00        | \$400,000.00         |
| LSL Supplemental 2022                   | \$200,000.00          | \$577,000.00         |
|                                         |                       |                      |
| <b>Total Request</b>                    | <b>\$3,861,971.00</b> | <b>\$977,000.00</b>  |
|                                         |                       |                      |
| <b>ARPA Projects Approved</b>           |                       |                      |
| <b>Description</b>                      | <b>ARPA Funding</b>   | <b>Match Funding</b> |
| LED Street Lighting Conversion          | \$881,971.00          | \$0.00               |
| WWTF - Screening System Improvements    | \$800,000.00          | \$0.00               |
| Abel Lift Station - Stormwater          | \$800,000.00          | \$0.00               |
|                                         |                       |                      |
|                                         |                       |                      |
| <b>Total Approved</b>                   | <b>\$2,481,971.00</b> | <b>\$0.00</b>        |

**CITY OF WAUSAU**  
**AMERICAN RESCUE PLAN - SLFRF APPLICATION**  
**Water Sewer and Broad Band Infrastructure**

Water, Sewer and Broadband infrastructure this category is available to address the consequences of deferred maintenance in drinking water systems, treatment of sewage and stormwater along with resiliency measures to adapt to climate change. In addition the funds may be used for broad band investment and cybersecurity investments. Common examples would include:

- \* Sewage and Stormwater projects must be eligible under the EPA's Clean Water State Revolving Fund
- \* Water projects must be eligible under the EPA's Drinking Water State Revolving Fund
- \* Broad band infrastructure must respond to lack of reliable service or affordable service
- \* Cybersecurity investment and modernization is eligible to new or existing infrastructure.



|                         |                                              |               |              |
|-------------------------|----------------------------------------------|---------------|--------------|
| Project Title           | Lead Service Line Replacement - Private Side |               |              |
| Department              | DPWU                                         | Contact Name: | Eric Lindman |
| Priority 1-6 (low-high) | 5                                            |               |              |

6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority

**Project Type (Check all that apply)**

|                                     |                           |                          |                          |
|-------------------------------------|---------------------------|--------------------------|--------------------------|
| <input type="checkbox"/>            | Sewage Infrastructure     | <input type="checkbox"/> | Broadband Infrastructure |
| <input type="checkbox"/>            | Stormwater Infrastructure | <input type="checkbox"/> | Cybersecurity Investment |
| <input checked="" type="checkbox"/> | Water Infrastructure      |                          |                          |

**PROJECT DESCRIPTION**

**Provide a description of the project, purchase or service attach additional information if needed**

Wausau has been replacing private side lead service lines through forgivable loans/grants from the WDNR since 2016. The WDNR allocated \$577,000 to Wausau in 2022 and these funds have been expended. The utility has requested an additional \$200,000 from the WDNR for 2022 to replace another 30-35 service lines before the end of the year. These projects have been put on hold at this time just waiting on funding. Lead service lines in the distribution system are the most significant risk to health we currently have in our water system. Removing the lead service lines from the system will greatly reduce risks within the water system. The utility is currently working toward a Lead Service Line Replacement Plan (LSLRP) which is a future requirement due to the upcoming amendments to the Lead & Copper rule by the USEPA. These new rules become enforceable in 2024 and replacement of the lead service lines puts us in a great position to remain compliant and take advantage of any forgivable loan and grants for this initiative. Currently the city is trying to replace about 120-150 service lines per year, once the LSLRP is in place the goal is to replace 500 service lines per year using grant funds allocated through the infrastructure bill. This would put the utility on a 15 year full replacement timeline, meaning all lead service lines would be out of the distribution system at the end of 15 years.

**WATER, SEWAGE AND STORMWATER PROJECT- CHECK THOSE THAT APPLY**

|                                     |                                                              |                                     |                                                                                  |
|-------------------------------------|--------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Addresses critical health or safety hazard.                  | <input checked="" type="checkbox"/> | This project was identified and deferred on prior years capital/operating budget |
| <input checked="" type="checkbox"/> | Required to achieve or maintain an adequate level of service | <input type="checkbox"/>            | Expands existing service into an undeveloped area.                               |
| <input type="checkbox"/>            | Provides new service, facility, system or equipment.         | <input checked="" type="checkbox"/> | Repairs, replaces or prevents a breakdown of an existing infrastructure          |

**PROJECT OR PURCHASE JUSTIFICATION**

**Describe physical condition, demand/capacity, functionality and/or safety concerns or revenue generating potential that justifies the project, purchase or acquisition**

Lead service lines were installed in the city from the late 1940's through about 1970. The city uses sodium silicate in the distribution system as a corrosion control method to prevent lead from leaching into the water. The longer the water rests in the lead pipes the more risk of lead leaching into the water. Health impacts of lead are well documented and it is a high priority of the utility to remove the lead from the distribution system responsibly and quickly as possible without creating more health risks.

**IMPACT ON DEFERRED IMPLEMENTATION/PURCHASE**

**Describe how project deferral will impact future asset maintenance, economic growth, quality of service, efficiency or effectiveness, quality of life, safety, financing or other issues.**

These are old lead service lines are beyond their design life. When these service lines leak it is no longer an option for repair of these service lines, they need to be replaced. It is also going to be mandatory that if one side of the line is replaced (private or public) the remaining side will also need to be replaced. Deferral of the replacement of lines will cost more and likely be done as an emergency versus a planned project.

**RETURN ON INVESTMENT**

**Describe the financial benefits, cost savings or payback of the capital project such as grant funding, cost avoidance, future debt avoidance or operational cost or income benefits**

The utility is asking for \$200,000 of ARPA money for 2022, if the WDNR has remaining funds at the end of this year and allocates these funds to Wausau then the funding will be reimbursed to the city. The utility cannot use rate payer revenue to replace the private side lead service line without a formal PSC approved document to do so and currently the utility has not pursued this option as grant funding has been available and the focus is on completing the LSLRP to increase the potential of these grants to Wausau.

DPWU

| FUNDING SOURCES    |  |    |         |    |   |    |   |    |         |
|--------------------|--|----|---------|----|---|----|---|----|---------|
| ARPA Funding       |  |    |         |    |   |    |   |    | -       |
| Donations          |  |    |         |    |   |    |   |    | -       |
| User Fees          |  |    |         |    |   |    |   |    | -       |
| Debt Issuance      |  |    |         |    |   |    |   |    | -       |
| Other Grant Income |  |    |         |    |   |    |   |    | -       |
| Other (Describe)   |  |    |         |    |   |    |   |    | -       |
| Total Sources      |  | \$ | -       | \$ | - | \$ | - | \$ | -       |
| Shortfall          |  | \$ | 200,000 | \$ | - | \$ | - | \$ | 200,000 |

| FUNDING SOURCES       |    |   |    |   |    |   |    |   |    |   |    |   |
|-----------------------|----|---|----|---|----|---|----|---|----|---|----|---|
| ARPA Funding          |    |   |    |   |    |   |    |   |    |   | -  |   |
| Donations             |    |   |    |   |    |   |    |   |    |   | -  |   |
| User Fees             |    |   |    |   |    |   |    |   |    |   | -  |   |
| Other Grant Income    |    |   |    |   |    |   |    |   |    |   | -  |   |
| Other (Describe)      |    |   |    |   |    |   |    |   |    |   | -  |   |
| Total Funding Sources | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Shortfall             | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |

**DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed**

These funds would be expended in 2022.

## DPWU

[illegible]



# Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

DATE:

June 21, 2022

TO:

City of Wausau Finance Committee

RE: Proposed Ordinance Change (10.20.020)

We are requesting the Committee to consider modifying the forfeiture amount listed in Wausau Municipal Code (WMC) 10.20.020.

WMC 10.20.020, currently states as follows: [n]o person shall park a vehicle on **any boulevard, parkway or sidewalk** in the City. *The forfeiture for a violation of this section shall be \$10.00.* The proposed modification is to change the forfeiture amount from \$10 to \$20.

The requested increase will align with penalties assigned to the majority of the city's other codified parking restrictions and may increase the incentive for adherence to the restriction.

Thank you for your consideration,

Cord Buckner  
Lieutenant, Patrol Services  
Wausau Police Department

Benjamin Bliven  
Chief

Matthew Barnes  
Deputy Chief

Todd Baeten  
Patrol Captain

Benjamin Graham  
Detective Captain

Melinda Pauls  
Administrative Captain

Dept. of Public Works & Utilities



Eric Lindman, P.E.  
Director of Public Works & Utilities

**TO:** Finance Committee

**FROM:** Eric Lindman, P.E.  
Director of Public Works & Utilities

**DATE:** August 10, 2020

**SUBJECT:** WDNR RR Corridor Riverside Park Disposal and Delineation – Budget Modification

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The WDNR has concluded the Remedial Action Options Report (RAOR) is complete. REI has prepared the proposal for the Disposal and Delineation testing required to receive approval from the Marathon County Landfill to accept the material and to collect the recommended delineation soil samples prior to excavation activities. The total cost of this proposal is estimated at \$28,600.

Initially this work was going to be completed with the bidding of the remediation and excavation work. It was determined the best course of action was to have this information collected and be included in the bidding specifications to reduce the risk and need for change orders during construction. Remediation work is still proposed to be bid this year once this information has been collected.

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

**JOINT RESOLUTION OF THE FINANCE COMMITTEES**

Approving Modification of the 2022 Budget for Riverside Park Preliminary Remediation Work

Committee Action:      FIN: Pending

Fiscal Impact:              \$28,600

**File Number:**              21-1109

**Date Introduced:**      Aug 10, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                            |                                                                     |                                        |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                                      | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                                 | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Budget Source:</i>                  |
|               | <i>One-time Costs:</i>                                                                                                                                                                                     | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$28,600</i>                |
|               | <i>Recurring Costs:</i>                                                                                                                                                                                    | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                                       | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                                     | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Debt Financed:</i>                                                                                                                                                                                      | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                                       | Yes <input type="checkbox"/> No <input checked="" 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 checked="" type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, the Wisconsin Department of Natural Resources has concluded their remedial action options report; and

**WHEREAS**, staff recommends retaining REI to perform disposal and delineation testing to obtain accurate information to include in the competitive remediation and excavation bidding documents; and

**WHEREAS**, the REI quoted is \$28,600; and

**WHEREAS**, the Environmental Fund currently has a balance of \$991,857; and

**WHEREAS**, your Finance Committee has reviewed and recommends a budget modification to finance the cost from the Environmental Fund; and

**128-228092190 Professional Services \$28,600**

**NOW THEREFORE BE IT RESOLVED**, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2022 budget as noted above.

Approved:

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Katie Rosenberg, Mayor



**CIVIL & ENVIRONMENTAL  
ENGINEERING, SURVEYING**

**REMEDIAL ACTION SAMPLING – DISPOSAL  
AND DELINEATION (JULY 2022)**

**SUBJECT PROPERTY:**

**RIVERSIDE PARK  
132 RIVER STREET  
WAUSAU, WI**



Submitted To:  
City of Wausau  
Attn: Mr. Eric Lindman, P.E.  
407 Grant Street  
Wausau, WI 54403-4783  
July 27, 2022

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

**COMPREHENSIVE  
SERVICES WITH  
PRACTICAL  
SOLUTIONS**



# Why Choose REI?



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.

At REI, your opinion matters. We contact every client to evaluate and improve our services. We listen to you and offer solutions according to your expectations.

**The following statistics demonstrate our commitment to exceeding your expectations and are based on a 5 year average.**



Would you  
hire REI again?

100%



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%

How would you rate REI out of 5 stars?



*What are our  
clients saying?*

"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*

"I had an outstanding experience working with REI from start to finish. REI is very knowledgeable and did an excellent job keeping me informed on the progress of the job." *Jon Thompson, Etco Electric Supply, Inc.*

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

*Incredible 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*

**REIengineering.com**

# What REI Can Do For You

REI Engineering specializes in exceeding client expectations in civil engineering, surveying, environmental and safety consulting. Client satisfaction is achieved through a clear understanding of the regulatory

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.



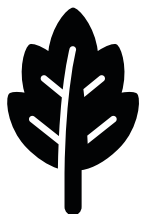
## CIVIL ENGINEERING DESIGN AND CONSTRUCTION

Unmatched project delivery supported by integrity and quality



## LAND SURVEYING

Premier, accurate provider of surveying and land planning services, with commitment to efficient technology utilization and regulatory developments



## ENVIRONMENTAL CONSULTING AND EMERGENCY RESPONSE

Dedicated and experienced professionals apply critical thinking to deliver cost effective solutions



## SAFETY CONSULTING

Identifying economic solutions to comply with safety and regulatory compliance, implementing plans and executing training

"From the first phone call to REI to the completion of the inspection, REI has kept us informed of every step that needed to be completed and when it was scheduled. REI understood the urgency of our situation and was instrumental in making sure communication with the WI DNR and the Town of Roosevelt was shared. We would highly recommend REI!!!"

*Cheryl Ustianowski,  
Town of Roosevelt*

"It was very easy to work with REI, they were very prompt with getting in touch with me on where our project was at all times. It exceeded my expectations as to how fast it all got done. I thought it was very nice how the owner took the time to come in and introduce herself to me and just chat when I came down for our first meeting, to me, that goes a long ways. I would definitely recommend your service to anyone I know. Thanks again"

REI provided survey and design services for our company. Our project included a site survey and topographic survey, zoning compliance services, design services which included consideration for relocation of tractor/trailer access to loading docks, location of new septic mound system, erosion control plan including a storm water retention pond and building expansion. A Storm Water Management Plan was developed for our company. We initially consulted with Tom Radenz and Mike Mohr was the Project Engineer that worked on our project. Mike was very professional and knowledgeable - he was responsive to our questions/changes and was considerate of timing requirements. He attended and presented at town meetings on our behalf and was a pleasure to work with. We were very happy with the services provided by REI for our project."

*Goetsch's Welding & Machine, Inc."*

## **INTRODUCTION**

On September 24, 2019 TRC Solutions submitted Wood Waste Burning Site Investigation results for the WAULECO site. This sampling was based on aerial models and were collected near potential sources of dioxins and furans. Three (3) samples were collected along the former railroad tracks which revealed an exceedance for residential direct contact Residual Contaminant Level (RCL).

On November 21, 2019, the City of Wausau received a “Responsible Party Letter” for contamination identified within the former rail corridor located at the south end of Riverside Park. This letter required the City of Wausau to conduct a site investigation for Dioxin/Furan contamination related to soil samples along the riverside rail corridor. The source was suspected to be the railroad ties.

In April 2020, September 2020, and May 2021; REI Engineering, Inc. (REI) personnel collected a total of fifty-six (56) soil samples from the railroad corridor and southern end of Riverside Park surrounding the discharge of a stormwater culvert. The analytical results were submitted to the WDNR Project Manager.

In September 2021, REI submitted a Site Investigation Report with Technical Assistance Request summarizing the results of the site investigation in accordance with Wisconsin Administrative Code (WAC) Chapter NR716. The report identified soil contamination, exceeding the WAC Chapter NR720 Direct Contact RCLs exists on the subject property. The extent of unsaturated soil contamination appears to have been adequately defined on the subject property. Based on these results, REI recommended remedial actions be taken to address unsaturated soil contamination exceeding the WAC Chapter NR720 direct contact RCLs. The WDNR completed the technical review and approved the Site Investigation Report in November 2021.

In June 2022, REI submitted a Remedial Action Options Report summarizing remedial action options to address identified soil contamination exceeding the WAC Chapter NR720 Direct Contact RCLs present on the site. Based upon the effectiveness, technical feasibility, cost, and estimated time to site remediation and closure, REI recommended soil excavation and landfilling of the excavated materials as the preferred remedial action for the site. Prior to disposal of the contaminated materials, the Marathon County

Landfill required additional soil sampling for the landfill's Protocol 1 to determine that the excavated materials could be disposed of as a solid waste and would not be qualified as a hazardous material. Additionally, REI recommended that additional soil samples be collected from the proposed excavation prior to completion of the excavation in order to verify the excavation would encompass the entire lateral extent of soil contamination. These samples would also be used as the sidewall confirmation samples for the completed excavation since it is not possible to accurately field screen for the contaminants of concern.

The purpose of the following scope of services will be to conduct the required soil sampling in order to obtain approval from the Marathon County Landfill for disposal of the proposed excavated materials and collect the recommended delineation soil samples prior to excavation activities at the site.

#### **SCOPE OF WORK**

1. REI will coordinate a public utility locate a minimum of three (3) days in advance of any site work.
2. Due to the close proximity to property lines and limited visual references, assistance from the City of Wausau survey staff is requested re-stake the historic P-series, R1, R2, and RP-series sample locations along with the property boundaries for the three (3) residential properties located adjacent to the south property boundary of the park.
3. Mobilize to the site to collect four (4) composite soil samples from within the extent of the proposed soil excavation. The composite soil samples will consist of composited soil samples collected across four (4) distinct lines within the proposed soil excavation. Collected soil sample will be submitted to a state certified laboratory of analysis of Marathon County Landfill Protocol 1 sample parameters.
4. REI personnel will also collect shallow soil samples at up to eighteen (18) locations around the perimeter of the proposed excavation extent. The soil samples will be collected at a depth of two (2) to three (3) inches below land surface. Soil sample locations will be staked and labeled for future identification

of the sample locations. Collected soil samples will be submitted to a state certified laboratory for analysis of dioxins/furans.

5. REI will update the existing detailed site map showing all significant features including the approximate former soil sample locations along with these additional soil sample locations and approximate property lines.
6. Photographs of the boring location will be taken for documentation purposes.
7. REI will provide the Marathon County Landfill with results of the composite soil samples for verification that the proposed material to be excavated can be accepted as a solid waste. REI personnel will also complete the required waste profile required by the Marathon County Landfill.
8. REI will verify the proposed lateral extent of the soil excavation will remediate soil contamination exceeding the WAC Chapter NR720 Direct Contact RCLs. If the lateral extent has been verified, REI will assist the City of Wausau in preparation of bid documents for completion of the soil excavation. If the lateral extent of the proposed excavation needs to be expanded, REI will provide a proposal for additional lateral extent soil sampling to verify to updated lateral extent of soil excavation.

#### **EXEMPTIONS**

Any additional remediation necessary is not included in this proposal.

#### **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.



## Professional Services Agreement

Proposed Services: Remedial Action Sampling – Disposal and  
Delineation (July 2022)  
Site Name: Riverside Park, 132 River Street, Wausau, WI  
Client: City of Wausau, Attn: Mr. Eric Lindman, P.E., 407 Grant  
Street, Wausau, WI 54403  
Date: July 27, 2022 REI Project No.: 9073

*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:** Site Investigation Report, Remedial Action Options Report.

**REI will provide the following deliverables:** Landfill disposal approval, lateral definition of excavation extents, request for proposal preparation assistance.

Services provided by REI will be reimbursed by the Client at REI's hourly rate schedule. The fee will be invoiced upon completion of the scope of services. REI has estimated the costs for the additional scope of work as follows.

### Subcontracted Services

|                                                                          |             |
|--------------------------------------------------------------------------|-------------|
| Laboratory Analysis – Soil Samples – 18 samples in Riverside Park        | \$14,975.00 |
| Laboratory Analysis – Soil Samples – 4 MCLF Protocol 1 Composite Samples | \$7,825.00  |

### Professional Consulting Services

|                                                                 |            |
|-----------------------------------------------------------------|------------|
| Project management, coordination, data interpretation, drafting | \$3,300.00 |
| Field time and travel, equipment and supplies                   | \$2,500.00 |

|                                 |                    |
|---------------------------------|--------------------|
| <b>Estimated Project Total*</b> | <b>\$28,600.00</b> |
|---------------------------------|--------------------|

*\*Cost for preparation of the case closure request is not included in this proposal.*

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:

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

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

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

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

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

### REI ENGINEERING, INC.:

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

Printed Name: Matthew C. Michalski, P.G.

Title: Hydrogeologist

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

## General Conditions

### **PART 1: SERVICES AND DELIVERABLES**

REI Engineering, Inc. ("REI") agrees to provide to Client the services and deliverables (the "Services and Deliverables") enumerated in the attached Work Scope and Professional Services Agreement (collectively with these General Conditions, the "Agreement") subject to these General Conditions. Amendments to the Agreement shall be in writing and approved by both REI and Client or may be as verbally requested by Client if subsequently confirmed by REI in writing and actually provided or performed by REI. The Agreement shall not be effective until it is signed by both REI and Client. REI may withdraw this Agreement at any time prior to execution by REI and Client. In the event these General Conditions conflict with any terms contained in the Work Scope, Professional Services Agreement, or any other agreement between Client and REI, these General Conditions shall control.

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

**2.1** Client agrees to compensate REI for the Services and Deliverables by REI, its subcontractors, or subconsultants in accordance with the Agreement. REI will submit invoices to Client approximately monthly and a final invoice upon completion of the Services and Deliverables. Invoices will show charges based on the Agreement. A detailed itemization of charges will be provided at Client's request for a reasonable charge.

**2.2** Client will pay the balance stated on the invoice unless Client notifies REI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will be deemed to have accepted all invoice amounts not disputed within such 15-day period. Payment of undisputed amounts is due within thirty (30) days after each invoice date. On past due accounts, Client will pay a finance charge of 1.5% per month.

**2.3** REI will notify Client in advance of schedule costs that are expected to exceed the estimates in the Agreement. In such events, Client may: (a) authorize additional funds to complete the Services and Deliverables as originally defined; (b) redefine the Work Scope in order to fit the remaining funds; or (c) request the work related to the Services and Deliverables is stopped at the specific expenditure level. If option (c) is chosen, REI will turn over such data, results, and material completed at the authorized level, and neither REI nor Client shall have further obligation or liability except for payment of work performed and other obligations arising prior to the date of termination of this Agreement.

**2.4** Unless explicitly set forth in the Work Scope, providing testimony, expert witness services, or other services related to legal proceedings are not included in the Services and Deliverables. In the event REI voluntarily agrees or is required to provide such services, such services shall be deemed additional services and Client shall pay REI for such services at rates equal to double REI's then-current hourly rates and shall reimburse REI for any costs and expenses REI incurs in the course of such services.

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

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

**3.2** Client agrees to provide REI, prior to REI starting the Services and Deliverables, all information known or available to 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 may be affected by REI in completing the Services and Deliverables. Client agrees to waive any claim against REI and to indemnify, defend, and hold harmless REI, its subcontractors, consultants, agents, and employees from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damaged utilities, concealed pipes, tanks, cables, or other manmade objects not made known to REI by Client. Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damage to buried pipes, cables, or utilities improperly marked or designated by "Diggers Hotline" or similar other utility location service.

**3.3** Client shall provide to REI accurate and reliable information regarding property lines and property ownership, unless ascertainment of the same is expressly included within the Work Scope. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from inaccurate or incomplete information provided hereunder or otherwise failing to comply with the requirements of this Part 3.3.

**3.4** Client shall furnish right of entry to REI, its subcontractors, employees, and agents as deemed necessary by REI to complete the Services and Deliverables. Client agrees to cooperate with REI such that the Services and Deliverables can be completed. Client agrees to hold REI harmless from any losses or penalties due to delays in the completion of the Services and Deliverables arising from Client's failure to comply with this Part 3.4.

**3.5** REI provides the Services and Deliverables to Client for Client's sole and exclusive use only in connection with the project contemplated in this Agreement and only for the Services' and Deliverables' intended purpose.

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

**3.7** In accepting and utilizing any drawings, documents, specifications, reports, calculations, estimates, data, and other work product created or developed by REI pursuant to this Agreement (collectively, the "Documents and Data"), Client covenants and agrees that all such Documents and Data shall remain the property of REI, and REI shall retain all common law, statutory, and other rights, including copyrights, whether the project is completed or not; provided, however, that, so long as Client pays REI the fees due under the Agreement, REI hereby grants to Client a royalty-free, fully paid-up, perpetual, irrevocable, transferable, and non-exclusive right and license to use the Documents and Data. Client agrees that Documents and Data furnished to Client that are not paid for as provided in this Agreement will be returned to REI upon demand and will not be used by Client for any purpose whatsoever. Client further agrees not to use the Documents and Data, in whole or in part, for any purpose or project other than the project that is the subject of the Agreement. Client shall make no claim against REI resulting in any way from unauthorized changes or reuse of the Documents and Data for any other project by anyone. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from any changes made by anyone other than REI or from any reuse of the Documents and Data without the prior written consent of REI. In the event of conflict between electronic media and sealed drawings, sealed drawings govern.

### **PART 4: HAZARDOUS MATERIALS**

**4.1** 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 or any other governmental agency pursuant to Section 292.11 of the Wisconsin Statutes or any other applicable environmental law or regulation. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from the discharge, disposal, or spill of any hazardous or toxic substance on the property not identified by Client and made known to REI.

**4.2** 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.

**4.3** If, in the course of performance of this Agreement, hazardous or toxic substances are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Work Scope, Services and Deliverables, time schedule, and payment schedule will become subject to renegotiation or termination at the discretion of REI. 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.

**4.4** 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 that 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.

**4.5** Nothing contained within this Agreement shall be construed or interpreted as requiring REI or 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**

Client hereby acknowledges that REI may use the services and goods of subcontractors to perform the 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 Client for the work and services of its subcontractors. If Client exercises any control over the selection of subcontractors utilized to complete the Services or Deliverables or utilizes or arranges for other contractors to perform work and services relating to, associated with, or otherwise affecting the Services and Deliverables provided by REI, REI shall not be liable or responsible for the means, methods, or quality of the work performed by such subcontractors or contractors, and Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from or due to, in whole or in part, such subcontractor's or contractor's work.

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

**6.1** Client hereby agrees that in no event shall REI's aggregate liability arising out of the Services and Deliverables or this Agreement for any and all claims asserted against REI, whether arising out of contract, tort, statute, or otherwise, exceed the greater of: (a) the fees paid to REI pursuant to this Agreement; or (b) the proceeds of REI's professional liability insurance policy.

**6.2** Notwithstanding any other provision contained in the Agreement, in no event shall REI be liable for any special, indirect, incidental, punitive, or consequential damages of any kind, including, without limitation, lost profits or loss of use, regardless of the form of the claim and regardless of whether any such damages were foreseeable.

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

**6.4** Client agrees to hold harmless, indemnify and defend REI from and against any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising out of, or in any way connected with: (a) the presence, discharge, release, or escape of contaminants of any kind; or (b) the acts, omissions, or work of Client or third parties, except for such liability as may arise out of REI's own negligence or willful misconduct in the performance of this Agreement.

#### **PART 7: INSURANCE**

REI will carry workers compensation insurance and public liability and property damage insurance policies that REI considers adequate. Certificates of insurance will be provided to Client upon request. REI will not be responsible for any loss or liability arising from negligence, actions, or omissions by 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, REI will notify Client as soon as reasonably practicable. REI will take any and all measures to preserve and protect the safety of REI's personnel, the public, and/or environment, and Client agrees to waive any claim against REI related to such measures.

#### **PART 9: PERMITS**

**9.1** Client agrees to obtain all necessary permits, licenses, and approvals required for completion of the Services and Deliverables unless acquisition of the same is expressly included in the Work Scope. REI makes no guarantees or promises regarding approval of any petition, application, or request for permits, licenses, or approvals necessary for the completion of the Services and Deliverables. 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.

**9.2** REI will assist Client in applying for permits from regulatory agencies to the extent stated in the Work Scope.

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

**9.4** It is understood that REI's Services and Deliverables are limited to the items in the Work Scope. REI has and will have no additional responsibility for compliance with federal, state, or local permitting requirements. Without limited the foregoing, REI has and will have no responsibility for compliance with the Wisconsin Statutes and the Wisconsin Administrative Code, including but not limited to Wisconsin Statutes Chapters 30 and 31 and Wisconsin Administrative Code Sections NR151, NR216, and TRANS 233, or the site erosion control plan, to whatever extent each applies to the project. Client agrees to indemnify, defend, and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, resulting from noncompliance with the requirements of Wisconsin Statutes and of the Wisconsin Administrative Code other than for tasks specifically identified in the Work Scope to be performed by REI.

#### **PART 10: STANDARD OF CARE**

Services and Deliverables performed and provided by REI under this Agreement will be performed and provided with the level of care and skill ordinarily exercised by members of the profession currently practicing in similar conditions, time, and location. Except as provided in the previous sentence, REI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES AND DELIVERABLES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

#### **PART 11: TERMINATION**

This Agreement may be terminated by Client upon not less than seven (7) days' written notice to REI in the event the project contemplated by this Agreement is permanently abandoned. If the project is abandoned by Client for more than ninety (90) consecutive days, REI may terminate this Agreement by giving written notice. In the event of termination, 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 12: REI EMPLOYEES**

Client agrees that, during the term of this Agreement and for a period of six (6) months after the termination of this Agreement for any reason, neither Client nor any of its representatives or affiliates shall directly or indirectly solicit for employment or contract for services any REI Employee. Client agrees that during this period it will not otherwise induce, influence, or encourage any REI Employee to terminate employment with REI. "REI Employee" for purposes of this section means any employee of REI with whom the Client had contact as a result of the services provided under this Agreement. This Part 12 does not apply to general solicitation through the media or by a search firm that is not directed specifically to any employees of REI unless such solicitation is undertaken as a means to circumvent this Part 12. The Client agrees that the restrictions contained in this Part 12 are reasonable. Upon a determination that any term or provision of this Part 12 is invalid, illegal, or unenforceable, the court may modify this Part 12 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties. Client agrees that if it breaches this Part 12, it shall remit a recruitment fee to REI in an amount equal to the REI Employee's salary for the immediately prior six (6) months. Client agrees that this fee will be delivered to REI within thirty (30) days of the date of a breach of this Part 12.

#### **PART 13: MISCELLANEOUS**

This represents the entire Agreement between the parties and supersedes all prior representations or agreements. No alterations to, or modification of, the terms and conditions of this Agreement shall be effective except as specifically provided in this Agreement or as agreed by both REI and Client in writing. Client shall not assign its interest in this Agreement without the consent of REI, which consent may be withheld in REI's sole discretion. Client shall reimburse REI for all costs incurred by REI in collecting late payments or enforcing REI's rights under this Agreement, including reasonable attorneys' fees and court costs. This Agreement shall be construed in accordance with the laws of the State of Wisconsin without giving effect to its conflict of laws principles.