

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



OFFICIAL NOTICE AND AGENDA

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

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

Meeting of the:	PARKS AND RECREATION COMMITTEE OF THE CITY OF WAUSAU
Date/Time:	<u>Monday July 6, 2020 at 4:30pm</u>
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Tom Neal, Patrick Peckham, Tom Kilian, Lou Larson, Sarah Watson

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

- 1 Call the Meeting to Order
- 2 Public Comment or Suggestions
- 3 Approve Minutes - June 1, 2020
- 4 Discussion and Possible Action Authorizing the Execution of Lease for Radtke Point Park and Grace Park with the City of Schofield
- 5 Discussion and Possible Action Regarding the Usage of Funds Not Expended on City Pool Operations
- 6 Discussion and Possible Action Requesting Funds for an Environmental Consultant to Prepare Recommendations to Test the Waters of the Wisconsin River
- 7 Educational Items
 - A. Dog Park Special Committee Update
 - B. Project Update - Pleasant View Park, City Ball Diamonds, Athletic Park, Oak Island Park, Barker Stewart Island Vegetation, Isle of the Ferns Lighting, Routine Operations/Programs
 - C. Riverside Park Testing Update and Next Steps
 - D. Update on City/County Parks Agreement and Role of Parks and Recreation Committee and Park Commission
 - E. Update on Wildlife in City Parks
- 8 Future Agenda Items - Riverside Park Soil Remediation
- 9 Next Meeting Date - August 3, 2020 at 4:30pm
- 10 Adjournment

Pat Peckham, Chair

Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling 1-408-418-9388. The Access Code is 126 702 0315. Password: ParkComm070620 (72752666 from phones).

Individuals appearing in person will either be seated in the Council Chambers or an overfill room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live on the City of Wausau's YouTube Channel <http://www.tinyurl.com/WAAMedia>, over the internet by <https://waam.viebit.com/?folder=ALL>, 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, 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) 261-6590 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 faxed to the Daily Herald newsroom on 06/26/2020 @ 4:15 p.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, Christian Schock, Lance Leonhard, Wisconsin Woodchucks, Wausau Events, Public Access, Wausau River District, Patrick Hoerter

AGENDA SUMMARY

4. Discussion and Possible Action Authorizing the Execution of Lease for Radtke Point Park and Grace Park with the City of Schofield

The Committee is asked to recommend to the City Council the execution of a lease with the City of Schofield for parks named Radtke Point Park and Grace Park. The City of Schofield has agreed to sign the lease with the City of Wausau and will abide by the lease terms to operate these two parks located on Wausau Airport property.

5. Discussion and Possible Action Regarding the Usage of Funds Not Expended on City Pool Operations

On June 13, 2020 the City Council voted 9-2 to close the three aquatic centers for the 2020 season. At that meeting and the Finance meeting prior to the City Council meeting, also on June 13, discussion was had regarding the budget impacts of not opening the pools. The 2020 budget includes \$231,547 in expenses and \$108,100 in revenues for a levy amount of \$123,447. Staff anticipates that approximately \$13,000 in expenses will be needed to complete yearly maintenance on the pools to verify there were no issues from this last winter and to prepare them for the upcoming winter. Therefore approximately \$110,000 will not be utilized for the pools as planned.

The cost saving of \$110,000 if unused will revert back to the general fund. Staff was asked to bring forward a list of park projects that the unused funds could be utilized for with the approval of the Finance Committee and City Council. The following list of projects has been prepared for the Committee's discussion:

1. **Playground Replacement** – Playgrounds left to be replaced include Riverside, 3M, River Highlands and Westview Terrace (Riverside and 3M were submitted for 2021 CIP consideration). One to two playgrounds can be replaced with \$110,000.
2. **Skate Park Upgrade** – New asphalt is needs and new amenities could be added.
3. **Sylvan Parking Lot Replacement** (Submitted for 2021 CIP consideration, cost- \$125,645)
4. **Tennis Court Replacement** – Memorial Park, Alexander Airport Park, Oak Island Park (Submitted for 2021 CIP consideration, cost- \$50,000/court).
5. **Memorial Park Seawall Replacement** - (Submitted for 2021 CIP consideration, cost- \$135,000)

If the Committee feels one of the proposed projects, or another project should be considered for completion in 2020 utilizing the budgeted pool funds, a recommendation should be made to the Finance Committee for further consideration.

6. Discussion and Possible Action Requesting Funds for an Environmental Consultant to Prepare Recommendations to Test the Waters of the Wisconsin River

Consider requesting funds to have an Environmental Consultant prepare recommendations to test the waters of the Wisconsin River above and below the area where groundwater from the Wauleco site would enter the stream. The consultant would advise what to test for to determine the safety of citizens doing such things as swimming, paddling and fishing in those waters. Funds for the consultant and any testing decided on could come from the Holtz-Krause environmental fund. Cost options would be known after receiving the consultant's report.

If the Committee wishes to pursue this further a recommendation should be made to the Capital Improvement and Street Maintenance Committee since the groundwater is coming from an area outside of park property.

AGENDA SUMMARY

7. Educational Items

7A. Dog Park Special Committee Update

The Dog Park Special Committee has not met recently but will be meeting following this Parks and Recreation Committee meeting. The waterline for the drinking fountain will be installed sometime during the week of June 29. Following the installation of the waterline Park staff will prep the parking lot area with gravel base for paving. Pubic Work is coordinating the paving and concrete work. Fencing is scheduled to be installed in early August. The committee will review fundraising amounts and signage at their next meeting.

7B. Project Update

Pleasant View Park:

Installation of the new playground is underway by park staff.

City Ball Diamonds:

Baseball and softball diamonds are being groomed and prepped for use which will begin July 6.

Athletic Park:

Facility is being prepared for the start of the Wisconsin Woodchuck season July 2. This includes modifications for COVID-19.

Oak Island Park:

Contractor has just completed the playground installation and PIP colored safety surfacing. Park staff will begin site remediation next week

Barker Stewart Island:

Staff is preparing for vegetation management activities per work plan.

Isle of Ferns:

6 wooden pole lights are being replaced with 11 decorative and energy efficient (LED) pole lights along the existing path. (project was put on hold since last meeting)

Routine Operations/Programs:

Mowing Operations; all three mowing crews are in routing mode with **full** staff.

Urban forestry program; **EAB treatment in progress**; tree trimming, removals, stump grinding, Building and structure maintenance.

Shelter reservations and Special Events;

Equipment maintenance and repair

Restroom Maintenance; **increased maintenance (daily) and staffing due to COVID 19 recommendations.**

7C. Riverside Park Testing Update and Next Steps

To date, after all the tests in the park, an exceedance was found in one location (culvert).

WDNR is now asking for a few more test in that one area to outline the exact boundary of soil which is above standards. No other action is required in the rest of the park. Once that is completed and the outline of soil is identified, remedial options (most likely digging out the small area of contaminated soil and replacing with new clean soil) will be completed. After this the site would be ready for closure. Attached are two emails explaining the recommendation from the DNR.

AGENDA SUMMARY

7D. Update on City/County Parks Agreement and Role of Parks and Recreation Committee and Park Commission

The City of Wausau and Marathon County have a unique relationship as it pertains to Parks and Recreation services that dates back to 1925. During COVID-19 and the ever changing orders and recommendation as it pertains to city park facilities the authority to enforce these recommendations was questioned, raising further questions about the county department and the roles of the City Parks and Recreation Committee and County Park Commission.

Staff has reviewed close to 100 years of documents to get a clearer understanding of the relationship and the operations of the department. The Parks and Recreation Committee will be given an overview of this joint venture and what the committee and commission's roles are believed to be per the research conducted. This topic will also be discussed with the entire Common Council at a future Council of the Whole Committee Meeting.

7E. Update on Wildlife in City Parks

The Wausau Marathon County Parks Recreation and Forestry Department manages properties and facilities in both urban and rural locations. As managers of property and associated amenities we are responsible for minimizing damage from any known source. Occasionally that damage or potential damage may come from wild animals.

Some past examples of animal damage encountered by the department include:

- Rodents; includes mice, voles, rabbits, squirrels, beavers and deer. Primary damage is from chewing/browsing on building material, plant material which includes small ornamental varieties to trees. Deer also cause damage from rubbing.
- Canadian Geese; primary damage is from droppings left on hardscaped walks/trails and sports fields.
- Bats; primary damage is from droppings left in building interiors.
- Raccoons; primary damage is nuisance garbage spreading (i.e. dumpsters and trash cans)
- Bears; Primary damage is nuisance garbage spreading

The department does not have a specific policy on animal control but rather identifies if action is needed on a case by case basis. If control is deemed necessary based on damage potential a determination is made as to the method most applicable to the situation and animal species involved. In addition to property damage we also consider the potential risk of disease transfer from the presence of any wildlife species. The department also follows the Nuisance Animal Guidelines as recommended from the Wisconsin Department of Natural Resources.

The primary methods of control used by the department include:

- Exclusion; i.e. fencing, tree wrapping, sealing building cracks and holes
- Habitat modification/alteration; i.e. selecting non desirable plant species, shoreline riprap
- Frightening devices; i.e. predator decoys, lighting, sirens/horns
- Trapping; includes live, lethal and hand capture
- Repellents

DRAFT

CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: June 1, 2020 at 4:30 p.m. Location: Council Chambers, City Hall

Members Present: Tom Kilian, Lou Larson, Tom Neal, Pat Peckham (c), Sarah Watson

Others Present: Marcus Aumann-Assistant Director of Community Services, Katie Rosenberg-Mayor, Dale Grosskurth-Health Department Environmental Health and Safety Director, Anne Jacobson-City Attorney

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

2. **Public Comment**

Isabelle Krolow – 1224 S. 11th Ave – Has worked for the pools and believes staff is ready to implement social distancing rules, cleaning, and safety precautions.

Elaina Heinrichs – 3103 Partridge Ave -Has worked for the pools and believes they are properly trained to deal with children and incidents that arise. She is concerned about drowning hazards if children visit the beaches that are not lifeguarded.

Tim Thurs – 1800 Baneberry Court – Representing Wausau Youth Baseball, believes their organization can make necessary modifications to be safe and effective to meet the social distancing guidelines. They are advising not to do T-ball because that requires more physical contact to help hold bats and it would also allow for more equipment to be available to others so that they don't have to share it. Play would not start until July 6th. He has six-hundred registrations and less than ten people have cancelled.

Paula Meadows – 1302 Madison St. – Is here on the issue of opening pools and thinks to keep limiting children and what they can do in gathering is detrimental to their health. She would like the pools and baseball to go through this year with all the rules and considerations that need to be met for them to open.

Rebecca Dau – 212 S. 5th - Thinks limiting amount that kids are able to play is detrimental to their physical and mental health. She feels that she is a responsible parent and can make responsible choices for her family.

Jim Tipple – 314 Gerald's Court – Commented that Marathon County has 140,000 residents and has 51 Covid cases. He felt that chlorine, ultra-violet rays, high temperatures all work in favor of the pools. He thought some things they could do would be to limit the number of people in the pool, take temperatures, have people sign waivers, ask health questions, take reservations, not sell food, etc. He believes by mitigating some of the health risks that there is a way to solve the problem.

Peckham – mentioned there were also comments via e-mails that had been distributed to Committee.

3. **Introduction of Marcus Aumann – Assistant Director of Community Services** – Aumann started on May 18. He went to the University in Wausau for two years, loved the area and is excited to be back to serve the population that is here. He had a wide variety of experience in parks and recreation programs in his previous job.

4. **Approval of Minutes** – May 4, 2020 and May 18, 2020 - **Motion** by Watson, second by Larson to approve the Park and Recreation Committee draft May 4, 2020 and May 18, 2020 minutes. Motion **carried** by voice vote, vote reflected as 5-0.

5. **Discussion and Possible Action on Opening or Closing the Wausau Pools** – Polley mentioned information had been supplied to Committee with guidelines concerning pools from the State Health Department, Wisconsin Economic Development Corporation, and the CDC. Staff also has a tentative plan if it were to open of what new guidelines might be. Staff is not here to say one way or the other, the Park Department loves to have things open but also wants to follow Health Department guidelines.

Polley said the amount of people at each pool would have to be reduced to promote the six foot distancing guidelines. Staff hygiene and health, cleaning and disinfecting guidelines all have to be taken into consideration. Polley believes they could keep features open at the pools with some extra cleaning. Spreading the children out on the stairs of the slide and how they move through the different pieces could be a challenge. There needs to be proper staffing so that the lifeguards can focus on the water. The information provided talks about how to reopen but not when to reopen. After the Badger Bounce Back Plan was overturned there is currently no plan in place with that guidance and the virus isn't gone so how to move forward is a big question. Current State guidelines currently recommend at this time all public pools, splashpads and waterparks remain closed.

Grosskurth – Health Department – commented that the County Health Department is adhering to what the State Department of Health Services is recommending. It is a challenge to make something that fits every place in the State. The State is looking at things from a bigger picture and how to control the spread of the virus which is primarily moving from the southeast and slowly increasing across the State. From the old Badger Bounce Back Plan we are not in Phase One of that plan yet. There are some downward trends and some gatemarkers have been met but not all of them. Marathon County was at 32 cases and is now at 51 which is not a significant number when looking at other communities but represents more than a 50% increase. There is more testing going on. Grosskurth said he would stand by last month's recommendation to not open the pools, that is what the Department of Health Services is advising and that would be their advisement as well.

Neal mentioned the three dozen emails with the majority supporting opening the pools. He felt recent news was encouraging in that it seemed surface contact was a lesser concern but that social distancing was the main concern. He said they have to make sure that staff can manage the social distancing so he would like to open two pools instead of three to spread the staff around to help with managing that. He would also like this item to go to the Public Health and Safety Committee. Larson said he was elected to represent the people of his district and the majority want the pools to open this year. If staff has to take extra precautions they should do it. Kilian said while he sympathizes with people, he cannot support opening the pools currently because of the recommendations coming down from the health organizations. **Motion** by Kilian to close the pools for this summer season. Motion died for lack of a second. **Motion** by Larson, second by Neal to open the three pools this season. Polley discussed the revenues and expenses associated with opening pools under new guidelines. She mentioned if pools are opened and operate as proposed with additional staff and loss of revenue they would have to make a determination in the City budget of allocate an additional \$15,000. Also if pools stayed open longer than additional funds would be needed. Neal felt that even though children don't have a lot of trouble with the virus there still is the emergence of a Kawaski like disease that is dangerous for them and also the fact that even if they don't get sick themselves, they can still spread the disease to others. He did not believe the mindset that parents will be in charge of what's good for their kids should be Committee's number one concern. The Committee has to look at the safety of the City. Neal did not think it would be easy for staff to manage a lot of children to be socially distant and wanted to feel good about that element of control being maintained. **Motion** by Neal, second by Watson to amend the proposal to open two of the three pools on a rotational basis so staffing is divided up to the two pools to ensure social distancing and cleaning. Polley felt from an operating standpoint it would be better to open two and not have one sit idle. She wanted to be clear that staff will not be able at all times to keep everyone six feet apart, they will try as hard as they can but it's going to be hard. Neal agreed to the opening of two pools. Kilian said he did not like closing pools to children and if they were to open they should spend whatever it takes to make them safe. He wanted to make sure whatever they do that it is right and equal. Polley discussed the scholarship program the Department has offered in the past. Peckham clarified they were voting on the motion to amend to two pools. Motion **carried** by voice vote, vote reflected as 3-2 with Peckham, Watson and Neal voting yes and Kilian and Larson voting no. Polley discussed how the two pools would operate. The Mayor was concerned about opening pools at this time when even the schools are not sure if they will open. She also thought it would be hard to keep children apart from each other. Vote was taken on the motion as amended to open two of the three pools with staff to decide which two and a request for Public Health and Safety to hold a special meeting this week to also weigh in with a recommendation to City Council Motion **carried** by voice vote, vote reflected as 4-1 with Kilian voting no.

6. Discussion and Possible Action Regarding the Operations of Playgrounds and Sports Fields – Polley said the Department has been following CDC and Health Department guidelines for its parks. That was including playgrounds which were originally closed. The County park playgrounds remain closed with signage and no barriers. There was a lot of pushback about the City playgrounds being closed and the Director's authority. Polley said parks are open for general use. All sports fields are open for general use except for those that are scheduled which includes Sunnyvale, the Sports Complex and Athletic Park. If a parent wanted to play with a child on a sports field they could, but the Department is not scheduling, lining, grooming or taking fees from any organized sports. Neal felt it would be a lot easier for a coach to manage social distancing at a ball field than something like managing it at the pools. He felt playgrounds were kind of moot because they aren't enforcing anything. Polley said she needed direction from this Committee and Council if she should follow Health Department and CDC guidelines when it comes to park facilities. She said the guidelines are being followed at everything like boat launches, camping, tennis/pickelball, etc. The Department has been following and showing that the City and County were following the recommendations of the County Health Director as she put forward and as she would like all businesses to follow. Everything park related is currently following those recommendations except for City playgrounds. None of this is enforceable, it's all recommendations. From a City perspective does Committee want to set the guidance that as a Department they should continue to follow the guidance of the

Health Department and the CDC or are they giving her direction that because it's not enforceable to just open everything up. Signage can be put up at the playgrounds that says they are closed. It is not enforceable but at least it shows that the City is following those guidelines in a best effort. Kilian thought it made sense to recognize the CDC recommendations. **Motion** by Neal, second by Larson to open sports fields and direct staff to work with the sports teams that use them. Motion **carried** by voice vote with Peckham, Neal, Larson voting yes and Kilian and Watson voting no. **Motion** by Watson, second by Kilian to follow CDC guidelines with regards to the playgrounds and sign them closed. (The playgrounds will have signage but no barriers). Motion **carried** by voice vote, vote reflected as 5-0.

7. Discussion and Possible Action Requesting Funds for an Environmental Consultant to Prepare Recommendations to Test the Waters of the Wisconsin River – tabled

8. Discussion and Possible Action Recommending 2021 Capital Improvement Projects – Polley discussed the projects. Projects include playground equipment, operations building hoist replacement, Sylvan Hill parking lot reconstruction, tennis court replacement program, Barker-Stewart Island Bridge decking replacement, Memorial Park Seawall Replacement, River Edge Trail-Thomas St. to Wastewater Treatment Plant, Stewart Park Masonry Repairs. **Motion** by Neal, second by Kilian to forwarding the CIP requests on as presented. Motion **carried** by voice vote, vote reflected as 5-0.

9. Educational Items

A. Dog Park Special Committee Update – Committee Appointment

Chair Peckham has appointed Alder Watson to the Dog Park Special Committee as the second representative of the Parks and Recreation Committee. The Dog Park Special Committee has not met recently. The Committee will be working on signage and will plan additional fundraising events for the future. Work on the dog park has not yet begun due to a wet site. Grading and over seeding will take place first followed by work on the parking lot, water line installation and fencing installation. Engineering has completed the design work of the parking lot and staff is coordinating the work to be performed and the schedule for completion.

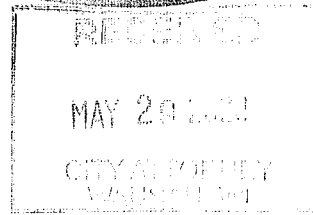
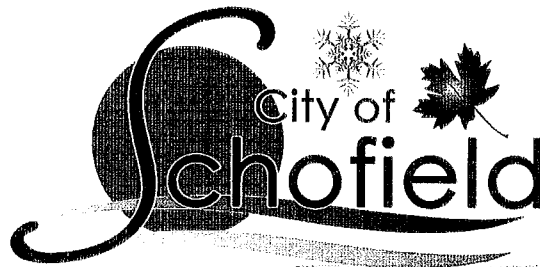
B. Project Update

Water Systems: All major systems are operational with the exception of Athletic Park and River life irrigation systems which are schedule for the week of May 25. Swimming Pools: Pool systems and Plumbing are being assembled for either operation or testing. Flower Program: Greenhouse plants are ready for planting in designated areas. Planting will begin based on the forecast predictions of May 26. Park Office: Staff is working on Park Office remodeling project. Barker Stewart Island: Staff is preparing for vegetation management activities per work plan. Isle of Ferns: 6 wooden pole lights are being replaced with 11 decorative and energy efficient (LED) pole lights along the existing path. Routine Operations / Programs: Mowing Operations; all three mowing crews are in routing mode with limited staff. Urban forestry program; Tree planting is in progress; tree trimming, removals, stump grinding, Building and structure maintenance. Shelter reservations and Special Events; Equipment maintenance and repair Restroom Maintenance; increased maintenance (daily) and staffing due to COVID 19 recommendations. JoJo's Jungle Playground is nearing completion. Poured in place surfacing has begun and will take approximately 3 weeks to complete. The playground will remain closed at this time.

10. Future Agenda Items – Riverside Park boundary line, Riverside Park testing, beaver control, Wisconsin River testing

11. Next Meeting Date – July 6, 2020 at 4:30pm

12. Adjourn - **Motion** by Neal, second by Watson to adjourn at 7:00pm. Motion **carried** by voice vote, vote reflected as 5-0.



May 26, 2020

City of Wausau
407 Grant Street
Wausau, WI 54403

Dear Anne,

Enclosed please find a copy of the Radtke/Grace Park lease agreement. Sorry, it is a bit late but it got held up by all the election madness 🤪 Could you please send me a fully executed signed copy back?

If you have any questions, please contact me.

Regards,

Lisa Quinn
Clerk/Treasurer

**JT. RESOLUTION OF AIRPORT COMMITTEE AND
PARKS AND RECREATION COMMITTEE**

Authorizing execution of lease for Radtke Point Park and Grace Park with City of Schofield

Committee Action: Airport Committee Approved _____
 Parks and Recreation Committee Approved _____

Fiscal Impact: Annual amount equivalent to the annual operations and maintenance costs of the Premises to be paid by in kind operations and maintenance services performed by the City of Schofield.

File Number: _____ **Date Introduced:** _____

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the City of Wausau is the owner of certain premises which are a part of the City of Wausau Downtown Airport ("Airport"); and

WHEREAS, these premises have been developed and maintained for park purposes and are named Radtke Point Park ("Radtke Park") and Grace Park ("Grace Park"); and

WHEREAS, these premises are not presently used by the Airport for airport purposes, and have not been in use for airport purposes since 1968 in the case of Radtke Point Park and 1982 in the case of Grace Park; and

WHEREAS, the premises immediately adjoin the municipal boundaries of the City of Schofield; and

WHEREAS, the City of Schofield has used the premises for city parks for its residents and desires to continue to do so; and

WHEREAS, the premises have been the subject of a lease between the City of Wausau and the City of Schofield to comply with State of Wisconsin Bureau of Aeronautics and Federal Aviation Administration regulations and guidelines for the non-aeronautical use of airport property; and

WHEREAS, the lease has expired and it is necessary to renew it to keep the current use of the property in compliance with these regulations and guidelines; and

WHEREAS, the lease provides for a two (2) year term to commence retroactively on March 10, 2020, subject to a ninety (90) day termination provision by either party and a rent in an annual amount equivalent to the annual operations and maintenance costs of the premises to be paid by in kind operations and maintenance services performed by the City of Schofield, such services having been valued at \$4,000.00 for the calendar year 2019, and which will vary on an annual basis depending upon changing operational needs and costs; and

WHEREAS, your Airport Committee, at its _____, 2020, meeting recommended that the lease, a copy of which is attached hereto and incorporated herein as "Exhibit 1" be approved; and

WHEREAS, your Parks and Recreation Committee, at its _____, 2020, meeting recommended that the lease, a copy of which is attached hereto and incorporated herein as "Exhibit 1" be approved; and

WHEREAS, the City of Schofield has executed the copy of the attached lease.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that the Mayor is hereby authorized and directed to execute the two (2) year agreement for lease of Radtke Park and Grace Park, a copy of which is attached hereto and incorporated herein as "Exhibit 1."

Approved:

Katie Rosenberg, Mayor

**LEASE AGREEMENT
RADTKE POINT PARK/GRACE PARK**

THIS AGREEMENT OF LEASE, made this 10th day of March 2020 (“Lease”), between the City of Wausau, a municipal corporation, located in Marathon County, Wisconsin, hereinafter referred to as “LESSOR,” and the City of Schofield, a municipal corporation, located in Marathon County, Wisconsin, hereinafter referred to as “LESSEE;”

RECITALS

WHEREAS, LESSOR and LESSEE enter into this Lease pursuant to the intergovernmental cooperation provisions of Wis. Stat. §66.0301; and

WHEREAS, the LESSOR is the owner of certain premises further described on Exhibit A (“Premises”) attached hereto and incorporated herein which is part of the Wausau Downtown Airport; and

WHEREAS, said Premises are presently not in use for airport purposes; and

WHEREAS, said Premises have been developed and maintained for park purposes since at least 1968 and 1982 respectively and have been named Radtke Point and Grace Park since their dedication as park land; and

WHEREAS, the LESSOR desires to maintain and preserve these Premises for the future needs and development of the Wausau Downtown Airport; and

WHEREAS, the parties for the benefit of the residents of their respective community wish to more fully express their intent as to the maintenance, improvements, and responsibilities associated with said park land.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is covenanted and agreed, between the parties as follows:

1. Term/Commencement. Subject to the termination provisions contained in paragraph 11 of this Lease, LESSOR hereby leases to LESSEE the “Premises,” for a term of two (2) years. This Lease shall commence on March 10, 2020.
2. Fees. LESSEE shall be liable to LESSOR, for rent in an annual amount equivalent to the annual operations and maintenance costs of the Premises, such amount to be paid by in kind operations and maintenance services performed by LESSEE. Such services were valued at \$4,000.00 in 2019 and will vary on an annual basis depending on changing operational needs and costs. It being the express intent of the parties that LESSEE shall not pay monies at any time to LESSOR for fees or rent during the term of the Lease.
3. Use. LESSEE shall use the Premises exclusively as a public park. LESSEE agrees to cooperate with LESSOR in coordinating scheduled uses of the Premises with LESSOR’S airport management activities to avoid or minimize disruption to the operations of the airport. LESSEE shall further permit LESSOR occasional use and

occupancy of the Premises, including the use and occupancy of the Premises for City of Wausau public events, LESSOR's airport management activities, and in the event of an emergency. LESSOR agrees to notify LESSEE of such airport management activities and associated requirements or its intention to use and occupy the Premises no less than 60 days in advance of the activity or use and occupancy except in the cases of aeronautical safety and security concerns in which case LESSOR shall give such notice as is practicable under the circumstances. In the case of actual use and occupancy of the Premises by LESSOR, LESSOR shall be responsible for the associated costs of such use and occupancy by LESSOR including repair of damage occurring as a result of its use and occupancy of the Premises.

4. Improvements. LESSEE shall not be allowed to make any improvements to the Premises without the prior written consent of the LESSOR, however LESSEE shall be solely responsible for all expenses related to the construction and maintenance of the improvements and shall not engage in any use or development of the Premises which would conflict with normal airport operations or impede development or operation of airport maintenance access ways. LESSEE shall provide the LESSOR with 60 days advance notice of its requested improvements, together with a statement of the costs of such improvements.

5. Restrictions on Use.

A. LESSEE expressly agrees to prevent any use of, or activities on the Premises which would interfere with or be a hazard to the flight of aircraft over the Premises, or to and from the airport, or interfere with air navigation and communication facilities presently or in the future serving the airport and specifically agrees not to permit the height of any structure, object of natural growth, or other obstruction to exceed height limits established in Title 49, Part 77 of the Code of Federal Regulations as shown on the map attached as Exhibit B, which is hereby incorporated herein by reference as if set forth at length. All costs of complying with said height limits shall be borne by LESSEE.

B. LESSEE shall not create any hazard which would interfere with the use of or the safety of air traffic at the Wausau Downtown Airport or which is contrary to the regulations of the Federal Aviation Administration, the laws and regulations of the State of Wisconsin, and/or ordinances of the City of Wausau.

C. All use, occupancy, maintenance and operation of the Premises by LESSEE and LESSOR shall be in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, -Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; and pursuant to Section 30, Civil Rights (49 U.S.C. 1730) of the Airport and Airway Development Act Amendments of 1976, as well as all other applicable federal, state and local laws.

6. Maintenance. LESSEE shall protect, maintain and operate the Premises, including any improvements, in good condition and in accordance with all applicable federal, state and local laws, including but not limited to the provisions of the ordinances of the City of Wausau pertaining to the maintenance of any such Premises, at the sole cost of LESSEE. LESSOR will inspect the Premises with a representative of LESSEE each year to identify any possible maintenance issues.

With respect to Radtke Point Park, LESSEE shall take such steps as are reasonable and prudent to protect the shoreline of the Premises at Radtke Point Park from further soil erosion by users of such Premises.

7. Right of Entry. LESSOR shall have free access and the right of entry to the Premises at all reasonable times for the purpose of examining or investigating the condition thereof, in order to exercise any right or power reserved to LESSOR under the terms and provisions of this Lease.

8. Assignment. LESSEE shall not sell or assign this Lease or sublet the Premises or any part thereof. This non-assignment provision does not prohibit LESSEE from renting portions of the Premises on short-term basis (one day or less) to individuals for special events, i.e., weddings, family reunions, and etc.

9. RISK ALLOCATION.

A. Immunity. Both parties are governmental entities entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and defenses to which each party may be entitled under law, including all of the immunities, limitations, and defenses under Section 893.80, Wis. Stats or any subsequent amendments thereof.

B. Responsible for Own Actions. LESSOR and LESSEE shall bear the risk of its own actions, as it does with its day-to-day operations.

C. Employee Claims. The employees of LESSOR and LESSEE shall be covered by his or her employing municipality for purposes of worker's compensation, under ch. 102, Wisconsin Statutes, unemployment insurance, and benefits under ch. 40 Wisconsin Statutes. Both parties waive subrogation rights each may have against the other party for claim payments under ch. 102, Wisconsin Statutes.

D. Insurance. LESSOR and LESSEE shall each maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of this Agreement.

E. Survival of Obligations. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.

10. Indemnification and Release. LESSEE shall defend, indemnify and hold harmless LESSOR, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the LESSOR, its employees, agents, and/or elected or appointed officials by reason of any injury or death to any person, or loss, damage, or destruction of any property or loss of use thereof, or otherwise arising as a result of the acts or omissions of LESSEE under this Lease.

The LESSOR shall defend, indemnify and hold harmless LESSEE, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the LESSEE, its employees, agents, and/or elected or appointed officials by reason of any injury or death to any person, or loss, damage, or destruction of any property or loss of use thereof, or otherwise arising as a result of the acts or omissions of LESSOR under this Lease.

LESSEE hereby releases the LESSOR, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may arise as a result of the acts or omissions of LESSEE under this Lease.

LESSOR hereby releases the LESSEE, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may arise as a result of the acts or omissions of LESSOR under this Lease.

11. Termination of Lease. Either party shall have the right to terminate this Lease upon ninety (90) days written notice to the other party, which will allow LESSEE sufficient opportunity to remove any improvements it may have made, at any time during the term of this Lease and for any reason whatsoever, including but not limited to LESSOR's determination, at its sole discretion, that the Premises are required for airport purposes. Upon expiration of this period, any improvements not removed by LESSEE shall remain the property of the LESSOR without any cost to or further action by LESSOR. Upon such removal, LESSEE shall repair and restore the Premises to a safe and sightly condition. Any physical alterations or improvements to the land itself, such as landscaping, changes in topography or the like shall not be removed by LESSEE.

12. Grant Assurance and State Aid. LESSEE shall comply or take all steps necessary to enable LESSOR to comply with the requirements of current and future federal grant assurances and conditions of state aid.

13. Amendments. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

14. Notices. All notices required by this Lease shall be in writing and personally delivered or sent First Class Mail to LESSOR, in care of the City Clerk, City Hall, 407 Grant Street, Wausau, Wisconsin 54403, and to LESSEE in care of the City Clerk, City Hall, 200 Park Street, Schofield, Wisconsin 54476.

15. Survival. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Lease, as well as all continuing obligations will survive termination or expiration of this Lease.

16. Severability. If any portion of this Lease shall become illegal, null or void or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Lease shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

17. Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be construed as a waiver of such provision or of the right of the party thereafter to enforce each and every such provision.

18. Termination of Prior Lease. The Premises are currently the subject of separate lease agreements between the LESSOR and LESSEE made February 16, 2006 for a ten (10) year term ("Prior Lease") for each of Radtke Point and Grace Park. Upon execution of the instant Lease between the parties, each of these Prior Leases shall automatically terminate and be of no further effect.

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

CITY OF WAUSAU (LESSOR)

Witness

BY _____
Katie Rosenberg, Mayor

Attest:

Witness

Leslie Kremer, Clerk

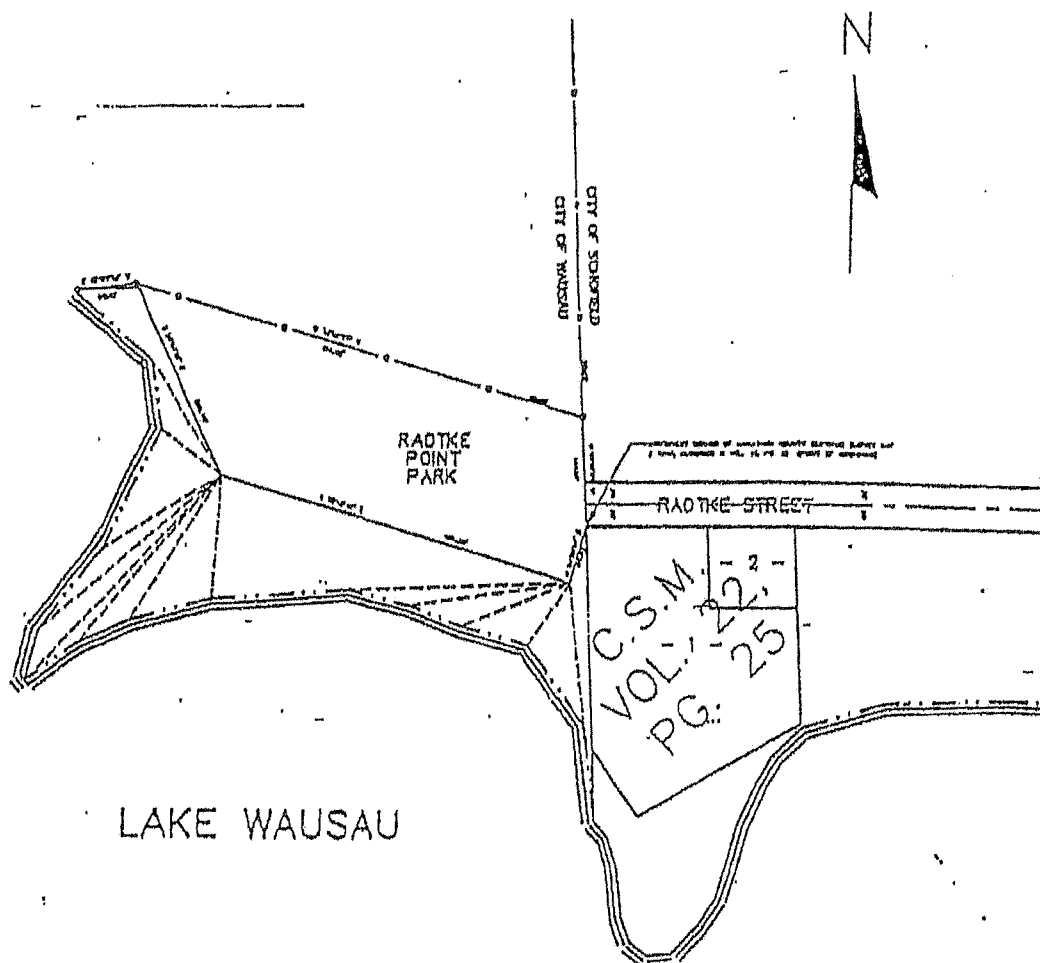
CITY OF SCHOFIELD (LESSEE)

Lisa Quinn
Witness

BY Kregg Hoehn
Kregg Hoehn, Mayor

Andrea E. Bazz
Witness

Lisa Quinn
Lisa Quinn, Clerk/Treasurer



Detail Sketch

Scale

1" = 150'

Legal Description for Parcel of Land

A parcel of land located in Government Lot 2, Section 12, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Beginning at the Northwest corner of Marathon County Certified Map # 5947, recorded in Volume 22, of Marathon County Certified Maps on page 25; thence N 02° 56' 00" W along the East line of said Government Lot 2, 124.15 feet to a fence corner; thence N 73° 59' 07" W along a fence line 518.82 feet to a fence corner; thence S 83° 57' 54" W along the fence line 64.00 feet to the low water line of Lake Wausau; thence Southwesterly along the said low water line to its intersection with the East line of said Government Lot 2; thence N 02° 56' 00" W, 324 feet more or less to the point of beginning.

747479

2025

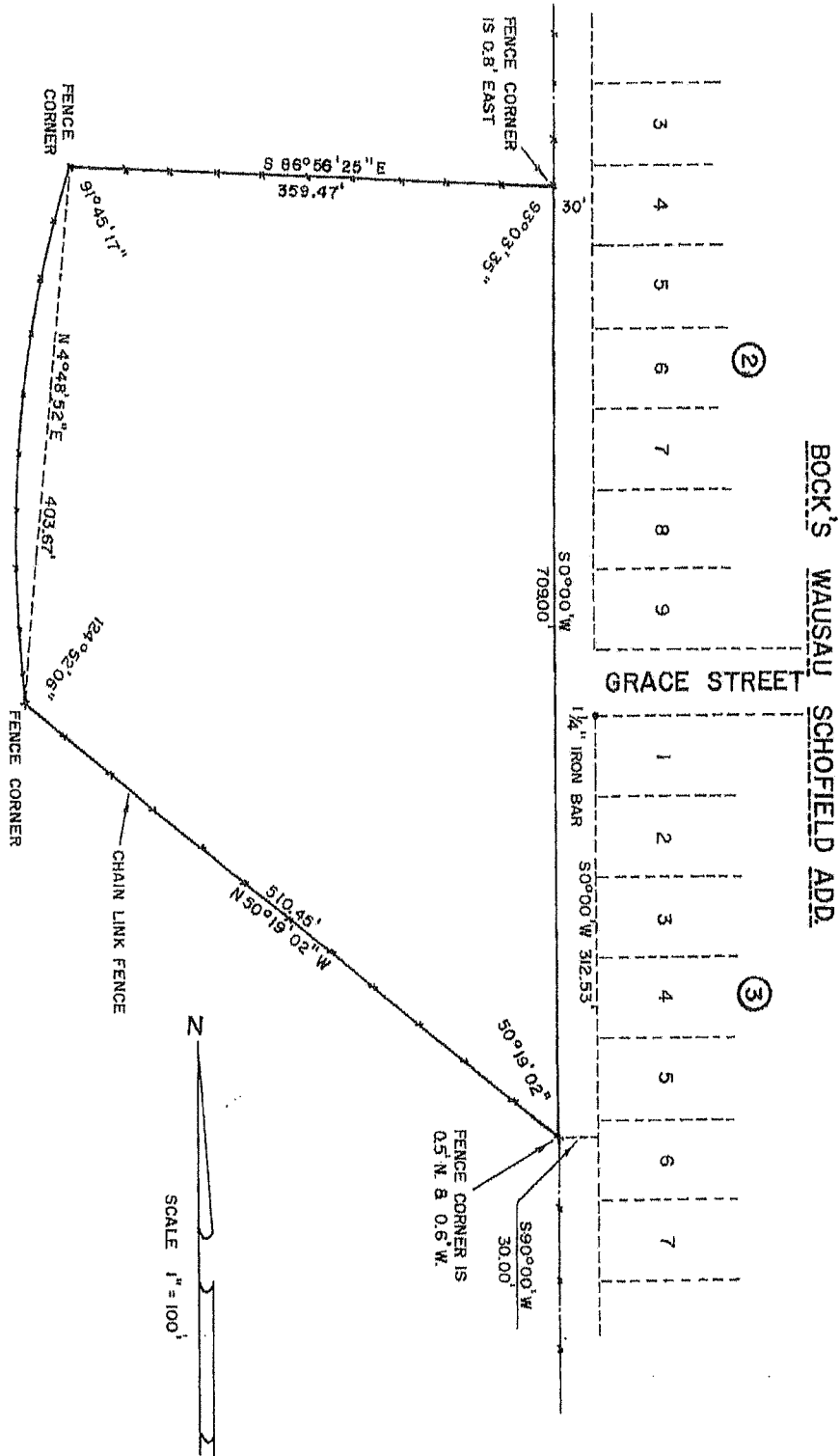


EXHIBIT A - GRACE PARK

3.00 City
City Engineering

REGISTERS OFFICE
Marathon County, Wis. }
Received for Record this
day of _____ A.D. 19____
at _____ o'clock _____ M and recorded
in Vol. _____ of _____ during my
on page _____
Robert J. Turnetky
Register

79 MAR 2 AM 11 00

79 MAR 2

CERTIFIED SURVEY MAP FOR CITY OF WAUSAU

I, Gordon Cary Bush, Surveyor, hereby certify: that I have surveyed and mapped a parcel of land located in Government Lot 2 and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, all in Section 12, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of Block 3 of Bock's Wausau-Schofield Addition; thence S0°00'W along the West line of said Block 3, 312.53 feet; thence S90°00'W, 30.00 feet to the point of beginning; thence N50°19'02"W, 510.45 feet; thence along the arc of curve to the right, said curve having a radius 1054.32 feet, a central angle of 22°04'24", and a long chord of 403.67 feet which bears N4°48'52"E; thence S86°56'25"E, 359.47 feet to the East line of the said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence S0°00'W along the East line of the said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and Government Lot 2, 709.00 feet to the point of beginning.

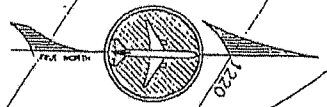
That such plat is a correct representation of all exterior boundaries of the land surveyed.

That I fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes.

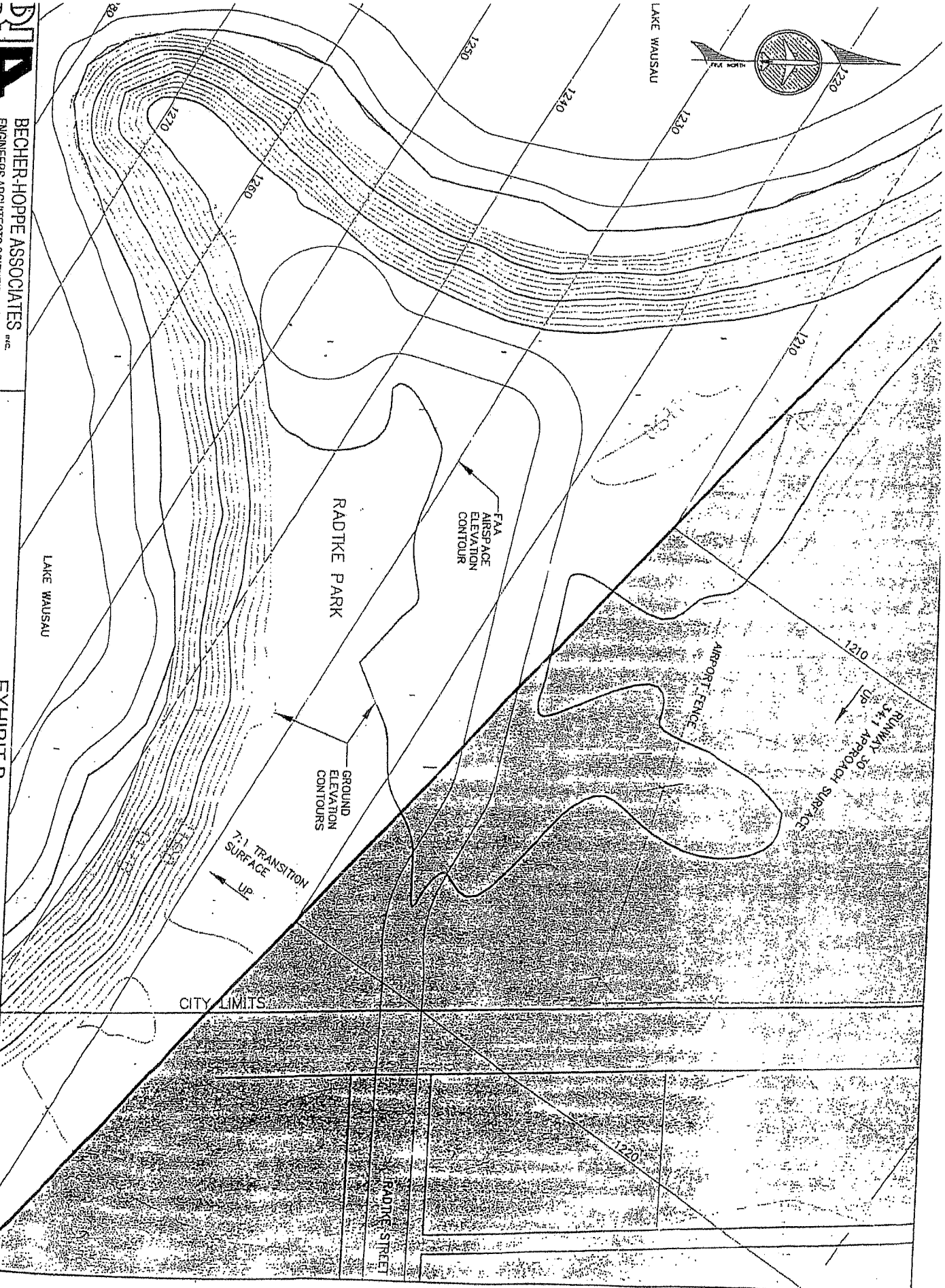
Gordon Cary Bush, S778
Engineering Division
Department of Public Works
City of Wausau
March 1, 1979

G. Cary Bush





LAKE WAUSAU



BECHER-HOPPE ASSOCIATES, INC.

ENGINEERS ARCHITECTS SCIENTISTS SURVEYORS
530 South Street • 1st Floor • Wausau, WI • 54407-8800
Tel: 715-841-8000 • Fax: 715-841-8000 • www.bhassoc.com

EXHIBIT B
RADTKE PARK HEIGHT LIMITS
WAUSAU DOWNTOWN AIRPORT

PROJECT NO. 2005.041.3.4
SCALE: 1"=80'
DATE: 09/09

Background on river water testing from Pat Peckham

This goes back, for me, to the May 17, 2018, meeting of the Capital Improvements and Street Maintenance Committee. That was where two doctorate-level toxicologists with the state Department of Health Services (DHS) said that based on soil test results available to them at the time for the Riverside Park/Thomas Street area, there is “no significant health risk” to frequent users of the park or to residents.

At that meeting, a citizen told the toxicologists that knowing there is a plume of contaminated groundwater moving from the old Wauleco site near the corner of Thomas Street and Cleveland Avenue toward the shore of the Wisconsin River, he worried about taking his young family swimming off the south tip of Isle of Ferns. The citizen had a concern that was not based in science and did not take into account the fact that the swimming spot is upstream from where the plume is trickling into the river, but it was and might still be a real worry for him.

Since then, I’ve heard from a resident who likes to paddle her kayak in the area of D.C. Everest Park. Haunted by stories of the effects chemicals have had on workers at now-closed factories, she tries to avoid getting river water on any part of her body and, when she gets home from paddling, she washes her kayak off with a garden hose.

In light of these concerns, it has seemed that some arm of government should test the water and share the results with the community. My first denied request for river-water testing after that 2018 meeting came from the city. The reasoning was that DNR testing in 1996 showed such small amounts of pentachlorophenol that the agency decided further testing of the river water would not be needed in connection with contamination related to the old Wauleco site. Some years later, the DNR later required Wauleco to do computer modeling to calculate likely levels of penta entering the river. That study surmised that with lower concentrations of penta in samples taken from groundwater monitoring wells, concentrations reaching the river would be lower than in 1996, so less of a worry.

The DNR in 2018 was also not interested in testing the river water. The reasoning was that the agency had no reason to believe there was danger from penta seeping into the river, so the cost of the testing could not be financially justified. The agency essentially said it does not pay for testing just to satisfy citizen concerns.

The Marathon County Health Department was not interested, either. The department tests drinking water, not surface water such as lakes and streams. The state Department of Health Services said it wasn’t their area. They pointed back to the DNR. A second request to the DNR got another denial.

State Rep. Pat Snyder suggested the UW-Stevens Point, because of its environmental studies program. Faculty there had some interest, but timing did not work out with the best-suited

class and they estimated that by the time they set their lab up to test for pentachlorophenol, the cost would be the same as at a commercial lab.

A suggestion that maybe another branch of the DNR would actually have the testing information held promise, briefly. The agency does test river water annually for its fish consumption advisories that are focused on mercury. Current staffers, though, say previous staffers decided to drop pentachlorophenol from the list of chemicals it analyzes for. Why? They assume penta testing was dropped because amounts being found had become insignificant, but they don't really know the reason.

Lack of available money has been a major reason the community does not know whether there could be some risk associated with the river water downstream from the area of Thomas Street. It has come out recently, though, that the city has money in the Holtz-Krause Environmental Fund, presumably being held all these years for needs such as this.

Information from DNR hydrogeologist Matt Thompson gave some examples this June that, if known, might reduce concerns. He says water from monitoring well W10A has historically been above 6,000 ppb, but for nine out of the 10 past years it has been less than 100 ppb. Well W18 has exceeded 6,000 ppb but has been less than 10 since 2012. Well W28 has been above 1,000 ppb but has been in single digits since 2012. Well M09 has been below 50 ppb since 2005.

Despite what those numbers suggest, I still favor the hiring of an environmental consultant with expertise in surface water issues to advise the committee on what sort of testing would be required to provide an accurate picture of whether there is danger from the pentachlorophenol in the groundwater in the Thomas Street corridor seeping into the Wisconsin River/Lake Wausau.

A request from this committee could go to the Finance Committee to consider funding for the consultant to draw up a testing plan and for the funds to carry out such a plan. From Finance, it would have to go to the full city council.

Emails from DNR Regarding Soil Testing and Next Steps (July 6, 2020 Parks and Recreation Committee Packet):

Pat,

The results in the corridor confirmed that soil contamination exists along the corridor. The park samples were a great addition to the dataset and help illustrate where contamination is or is not present.

P-1 and R-1 are concerning given the level of contamination. At this point we need to let the investigation play out before deciding a course of action. REI/ Ken Lassa is very familiar and capable with that process, I trust they will lead the City in the appropriate direction going forward.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Matt Thompson

Office: 715-839-3750

MatthewA.Thompson@wisconsin.gov

Pat-

I did not take formal notes but will quickly summarize the action items.

The discussion focused on soil samples taken to address the former rail corridor. We reviewed soil sample results taken in the vicinity of the former rail corridor and discussed possible causes for elevated concentrations near the culvert. I outlined DNR stance on results- soil samples P-1 and R-1 show state standard exceedances for dioxin residual contaminate levels (RCLs). The City of Wausau, the responsible party under Wis. State Statute Chapter 292.11, is required to define the lateral and vertical extent of soil contamination in the vicinity of P-1 and R-1. I also explained that despite the several DHS assessments that have occurred the City is required to complete an investigation of the contamination. Once the investigation is complete remedial alternatives can be considered.

The group agreed that at a minimum additional sampling at the base of the hill, where outfall from the culvert would most likely collect is needed. REI and the City will work to identify other sample locations as needed to define the lateral and vertical extent of contamination.

Moving forward DNR will communicate directly with REI regarding status update requests or other regulatory concerns. City representatives will funnel site concerns through Eric Lindman who will liaison with REI.

DNR/I will continue to respond to open records requests or questions about the project as they are received.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Matt Thompson

Office: 715-839-3750

MatthewA.Thompson@wisconsin.gov

Tony Evers
Governor

Andrea Palm
Secretary



State of Wisconsin
Department of Health Services

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
PO BOX 2659
MADISON WI 53701-2659

Telephone: 608-266-1251
Fax: 608-267-2832
TTY: 711 or 800-947-3529

June 26, 2020

Mr. Eric Lindman
Director of Public Works & Utilities
City of Wausau
407 Grant St.
Wausau, WI 54403

Subject: Review of soil sampling results regarding BRRTS # 02-37-584785 at Riverside Rail Corridor, Wausau, WI.

Dear Mr. Lindman,

The Department of Health Services (DHS) appreciates the City of Wausau informing us about the recent soil dioxin sampling results regarding BRRTS # 02-37-584785 at Riverside Rail Corridor 132 River Street, Wausau, WI. At your request, we reviewed soil testing results conducted by REI Engineering, Inc. (analyzed by Pace Analytical) and assessed for potential health risk. A total of ten samples were collected on April 23, 2020 and analyzed on May 5, 2020. The toxic equivalency (TEQ)¹-adjusted total dioxin levels of collected samples are summarized below (Table 1) with corresponding sampling locations shown in the enclosed map.

Table 1. Soil test results regarding BRRTS # 02-37-584785 at Riverside Rail Corridor 132 River Street, Wausau, WI collected on April 23, 2020.²

Sampling Location	Soil Depth	TEQ-adjusted Total 2,3,7,8-TCDD (ng/kg)
R1	3-5"	41
R2	4-6"	24
R3	3-6"	0.80
R4	3-5"	3.6
R5	6-9"	5.1
R6	6-8"	5.9
R7	11-13"	0.10
R8	2-4"	0.11
R9	4-5"	0.089
R10	5-6"	0.73

¹ Toxic equivalency (TEQ) is a measure that allows us to compare the toxicity of different combinations of dioxins and dioxin-like compounds. The values are calculated by considering the relative toxicity of individual compounds in the dioxin family to the most toxic dioxin compound, 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD). In general, total dioxin levels are presented as TEQ-adjusted values.

² Full data including the TEQ-adjusted values are presented in the Pace Analytical report dated May 11, 2020. Subject line: RE Pace Project 9073 City of Wausau RR Corridor, Pace Project No: 40206821

Based on the data, DHS concludes that the dioxin levels in soil do not pose an apparent public health hazard to residents and visitors, which is consistent with our previous assessments conducted in August 2018³, February 2019⁴, November 2019⁵, and December 2019⁶. The dioxin levels in soil from the most recent sampling effort range from 0.089 ng/kg to 41 ng/kg; all are below the maximum dioxin levels that we used to assess potential health risk in our previous assessments, which corresponds to 87.7 (Riverside Park)^{3,4}, 47 (residential soil)^{3,4}, and 62.5 (railroad track)⁵ ng/kg. It is important for people to reduce their overall exposure to dioxin in everyday life by following general best practices. Common sources of dioxin exposure in the environment and ways to reduce the exposure are summarized in DHS's previous letter, dated November 13, 2019.⁵

Consistent with our role in supporting local efforts to address sites of environmental contamination, DHS will continue to assist DNR with their upcoming remediation plan for this site (BRRTS # 02-37-584785) and support the City and the Marathon County Health Department with responding to health-related concerns or questions.

Please feel free to contact me with additional questions.

Sincerely,



Clara Jeong, PhD

Toxicologist

Bureau of Environmental and Occupational Health

Cc:

Patrick Peckham, City of Wausau

Matt Thompson, Department of Natural Resources

Dale Grosskurth, Marathon County Health Department

³ Letter to the City of Wausau, August 20, 2018, subject line: Wausau Riverside Park Dioxin Contamination

⁴ Letter to the City of Wausau, February 7, 2019, subject line: Response to Comments on the Wisconsin Department of Health Service's Letter on Dioxin Contamination

⁵ Letter to the City of Wausau, November 13, 2019, subject line: Updated health risk assessment on the dioxin testing results from the Wauleco Inc. aerial deposition study

⁶ Letter to the City of Wausau, December 23, 2019, subject line: Review of dioxin levels in three soil samples collected from Riverside Park, Wausau, WI

Mr. Lindman
June 26, 2020
Page **3** of **3**

Enclosure:

Site Map (REI Engineering, Inc.)

DRAWING FILE: P:\9000-9099\9073 - CITY OF WAUSAU RIVERSIDE RR CORRIDOR\dwgs\9073-SITE.DWG LAYOUT: RR CORRIDOR PLOTTED: JUN 02, 2020 - 7:22AM PLOTTED BY: MATTM





Nuisance Wildlife Guidelines

Wisconsin Department of Natural Resources

General Guidelines and Definitions

Landowner

The owner or occupant of any land and members of his or her family may, without a license and subject to all other restrictions except seasons, hunt or trap on their own property for coyote, beaver, fox, raccoon, woodchuck, rabbit, and squirrel year-round.

Landowner Agent/Assistant

All persons assisting a landowner (i.e., acting as an agent of a landowner) in the removal of animals causing damage must possess the following in accordance with NR 12.10(3)(c):

- a) A valid hunting or trapping license if shooting or trapping the animal.
- b) Written approval from the landowner, which includes:
 - Name, address, and phone number of landowner and person removing wild animals
 - Property location and removal activities
 - Authorized time period of removal
 - Species of animals authorized for removal
 - Signature of the landowner or lessee and date.

Trap Tagging Requirement

Each trap used under a trapping license shall be tagged with a metal tag stamped with the name and address or DNR customer ID number of the owner of the trap.

Animal Relocation

Animals that have been live-captured may not be relocated to DNR controlled lands. When relocating animals to private property, the person must have permission from the owner of the land where the animal is being released [NR 12.10(1)(a)3., s. 169.04(2)(a)2.]

Animal Carcass Care and Disposition

Fur from furbearing animals killed under a written animal damage/removal permit may be retained by the trapper, landowner, or agent and sold only if the permit authorizes the person to retain the carcasses as a condition of the permit. Furs from furbearing animals which did not require a special permit for harvest, such as beaver, coyote, fox, raccoon, and unprotected species, can be retained by a landowner under the authority of s. 29.337 or by an assistant/agent trapping with written authorization; furs from these species may also be retained and sold during the closed season.

The fur from rabbits retained by a landowner under the authority of s. 29.337 or by an agent/assistant trapping with written authorization (as described above) may be retained and sold during the closed season. Landowners under the authority of s. 29.337 or agents/assistants trapping with written authorization who retain squirrels may sell the tails, skin, claws, and skulls during the closed season. All other animals which are not salvageable must be disposed of in a sanitary manner, or as required in any written permit.

Beavers

- A nuisance/damage removal permit is not needed for a landowner, lessee, or an agent of the landowner to hunt or trap beaver causing damage [NR 10.13(1)(a)1., s. 29.337(1)].
- Landowners, lessees, or agents of landowners may remove a beaver dam. Agents must have written authorization from the landowner to remove the dam [NR 12.10(1)(b)(3)].
- Only the landowner may set traps on a beaver dam. This privilege cannot be transferred to an agent or employee UNLESS the landowner is a corporation or municipality, in which case an employee or elected official may set traps on a beaver dam [NR 10.13(1)(b)(5)].
- A DNR permit is required to remove a beaver lodge/house, whether active or vacant [s. 29.885(2)(b), and 29.088(3)].
- For more information, see: <http://dnr.wi.gov/topic/waterways/factsheets/beaverdamage.pdf>

Trapping

- May not trap with steel-jawed traps that have a jaw spread larger than 8 inches (at any time) and smaller than 5½ inches, except during the open muskrat/mink season [NR 10.13(1)(b)9, 11]. Traps with teeth must be set underwater at all times [NR 10.13(1)(b)10].
- May not trap with body-gipping-type traps that have a jaw spread less than or equal to 60 square inches, except during the open muskrat/mink season [NR 10.13(1)(b) 11].
- Snares must be set so at least one-half of the set snare is located underwater at all times, must be non-spring-activated, must have a swivel, must not exceed 5 feet in length, and the diameter of the wire or cable may not exceed 1/8 inch [NR 10.13(1)(b) 13 and 14].
- Agents/assistants must have a Wisconsin trapping license.

Shooting

- Must comply with shooting hours [NR 10.06(5)].
- No artificial lights or shining [s. 29.314].
- Must have a valid Small Game, Conservation Patron, or Sports License (landowners are exempt) [s. 29.024(1), 29.337(1)].



Muskrats

- Landowners, occupants, and/or agents may, without a permit, trap or shoot muskrats that are causing damage to dikes, dams, shoreline, or roadways [NR 12.10(1)(b)1(d)].
- A landowner/occupant may solicit an agent to aid in the removal of muskrats when causing damage [NR 12.10(3)(c)]. An agent of the landowner is required to have a valid hunting or trapping license when removing these animals [NR 12.10(3)c, 29.024].



Coyote, beaver, fox, raccoon, woodchuck, rabbit, and squirrel



- Landowners and occupants may trap or shoot these species at any time [s. 29.337(1)]. When causing damage or nuisance, agents may assist with removal [NR 12.10(1)(b)].
- Landowners/occupants are not required to have a hunting or trapping license to shoot or trap these species on their own property, year-round. However, an agent of the landowner/occupant is required to have a valid hunting and/or trapping license, and if the season is closed, the agent must also have written authorization from the landowner [s. 29.337, 29.024. NR 12.10(1)(b)1.c].
- A landowner/occupant may solicit an agent to aid in the removal of these animals when causing damage or nuisance [NR 12.10(3)(c)].

Crows, cowbirds, grackles, and red-winged blackbirds



- Neither a state nor federal permit is required of any person to shoot or trap these birds when they are committing or about to commit damage upon agricultural crops, live-stock, or ornamental or shade trees, or when they constitute a health hazard [NR 12.05].
- Landowners/occupants may solicit an agent to aid in the removal of these animals when they are causing or about to cause damage [NR 12.10(3)(c)]. Landowners, occupants, and agents are not required to have a hunting or trapping license for the removal of these birds when they are causing or about to cause damage.
- If a firearm is used to kill listed birds, nontoxic shot or nontoxic bullets must be used. However, this prohibition does not apply if you use an air rifle, air pistol, or 22-caliber rimfire firearm for the control of listed birds.
- Persons killing the species listed must provide an annual report by January 31st of the following year to the U.S. Fish and Wildlife Service Region 3 Migratory Bird Permit Office. The report must list the person's name, contact information, species killed, number of each species killed, the location and date(s) of kill, and a reason for control.
- NOTE: Any person shooting or trapping the above-mentioned depredating birds shall permit any federal or state agent/warden free and unrestricted access over the premises on which such operations are conducted, and shall promptly furnish whatever information he or she may require concerning said operations [NR 12.05(2)(b)].
- Normal migratory bird hunting hours apply [NR 10.06].

Snakes, other reptiles, and amphibians



- Several species of reptiles and amphibians are classified as being threatened or endangered. These species cannot be relocated or killed without a permit [s. 29.604, NR 27.03].
- For information and guidance on nuisance snakes, other reptiles, and amphibians, contact Rori Paloski at (608) 264-6040 or Rori.Paloski@Wisconsin.gov.



Unprotected species

- Unprotected species include: European starling, English (House) sparrow, coturnix quail, chukar partridge, opossum, porcupine, skunk, weasel, and all other wild mammals not specifically mentioned in the hunting, trapping, and migratory game bird regulations [NR 10.04].
- Landowners/occupants are not required to have a hunting or trapping license to shoot or trap these species year-round on their own property if these species are causing damage or nuisance. Landowners/occupants may solicit an agent to aid in the removal of these animals. Agents of the landowner or occupant are required to have a valid hunting and/or trapping license when removing these animals [NR 10.04 Note, NR 12.10(1)(b) & (3)(c)].
- Unprotected species, coyote, fox, and raccoon may be hunted without hunting hour restrictions except when, if hunting with a bow or crossbow, all hunting hours apply to all bear and archery deer seasons [NR 10.06(8)(a)] or during the regular 9-day November gun deer season, when hunting hours apply to all bow and gun hunting.



Bats

- Eight species of bats are recorded in Wisconsin, four of which are cave-dwelling bats (Big Brown, Little Brown, Northern Long-eared, and Eastern Pipistrelle) and are state-listed as threatened and are protected [NR 27.03]. The four migratory species of bats recorded in Wisconsin (Evening Bat, Eastern Red Bat, Hoary Bat, and Silver-haired Bat) are on the “watch list.”
- Do not attempt to exclude bats during the summer months when the colony is established and the young are unable to fly. Bat exclusions may not be conducted from June 1 through August 15.
- A landowner/occupant may solicit an agent to aid in the removal of these animals when causing damage [NR 12.10(3)(c)].
- There is a Broad Incidental Take Permit that allows for measures to help the public deal with bat removals in homes and offices; for more information about the permit please see <https://dnr.wi.gov/topic/ERReview/Documents/BatConservationPlan.pdf> and the form at <http://dnr.wi.gov/files/PDF/forms/2300/2300-330.pdf>.

Questions

If you have questions or are experiencing problems with nuisance bears, wolves or birds, please contact the U.S. Department of Agriculture, Wildlife Services at one of the two district offices in Waupun (920-324-4514) or Rhineland (715-369-5221).

If you have questions or are experiencing nuisance problems with wildlife species other than bears, wolves and birds, please contact your local DNR Service Center.



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