



MARATHON COUNTY PARK COMMISSION AGENDA

Date and Time of Meeting: Tuesday, June 4, 2024 at 10:30 am

Meeting Location: 212 River Dr, Room 5, Wausau 54403

The meeting site identified above will be open to the public. Persons wishing to attend the meeting by phone may call into the telephone conference beginning ten minutes prior to the start time indicated above using the following number: 1-408-418-9388 Access code: 2482 132 3054. When you enter the telephone conference, PLEASE PUT YOUR PHONE ON MUTE!

Park Commission Members -

Commissioners: Jeff Frese, Lou Larson, Jean Maszk, Tom Neal, Allen Opall, Rick Seefeldt, Sarah Watson

***Marathon County Mission Statement:** Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly or in cooperation with other public and private partners provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business. (Last updated: 12-20-05)*

***Parks, Recreation and Forestry Department Mission Statement:** Adaptively manage our park and forest lands for natural resource sustainability while providing healthy recreational opportunities and unique experiences making Marathon County the preferred place to live, work, and play.*

Agenda Items

- 1. Call to Order**
- 2. Public Comment Period – Not to Exceed 15 Minutes – Any Person Who Wishes to Address the Commission Must Provide, Name, Address and the Topic to the President of the Commission No Later than Five Minutes Before the Start of the Meeting. Topics must be relevant to the Committee’s area of jurisdiction.**
- 3. Approval of the Minutes of the April 2, 2024 Park Commission Meeting**
- 4. Policy Issues for Discussion and Committee Determination**
 - A. Discussion and Possible Action by Committee
 1. Approving a Project Request for a Monument at the 45N-90W Geographic Marker
 2. Law Enforcement Rental Fee for Duane Corbin Shooting Range
 3. Removal of River Edge Trail Overlook near Pick n Save
- 5. Operational Functions Required by Statute, Ordinance or Resolution:**
 - A. Discussion and Possible Action by Committee
 1. None
 - B. Discussion and Possible Action by Committee to Forward to the Environmental Resource Committee for its Consideration
 1. Intergovernmental Agreement to Provide Park Services for the City of Wausau
- 6. Policy Issues for Discussion and Committee Determination for Consideration by Environmental Resources Committee**
 - A. 2025 Capital Improvement Project Requests
- 7. Educational Presentations/Outcome Monitoring Reports**

- A. Project Update (Marathon Park Improvements, Storm Damage & Invasive Species, Amco Playground, Bluegill Bay, D.C Everest Restroom, Sports Fields)

8. Announcements

- A. Next Meeting Date & Time, Location – July 2 at 10:30am, 212 River Dr. Room 5, Wausau, WI 54403
- B. Future Agenda Items –

9. Adjourn

Signed /s/ Jamie Polley
Presiding Officer or Her
Designee

Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 715-261-1500 or e-mail countyclerk@co.marathon.wi.us one business day before the meeting.

FAXED TO DAILY HERALD

THIS NOTICE POSTED AT THE

COURTHOUSE

(Email/Fax City Pages, Marshfield News, Midwest Radio Group)

Date May 31, 2024 Time 3:40 p.m.

By Jodi Luebbe

Date _____ Time _____

By _____

DRAFT
MARATHON COUNTY PARK COMMISSION

Date and Time of Meeting: April 2, 2024 at 11:00am Location: Room 5 at 212 River Dr., Wausau WI 54403

Park Commissioners present: Dawn Herbst, Lou Larson, Jean Maszk, Allen Opall, Rick Seefeldt

Staff present: Jamie Polley - Parks, Recreation and Forestry Director - (via Webex), Marcus Aumann - Assistant Director of Community Relations, Andy Sims-Assistant Director of Operations, Joe Tucker - County Forester, Jamie Alberti - Corporation Counsel Paralegal

1. Call to Order – President Seefeldt called the Park Commission meeting to order at 11:00 am. Official notice and the agenda for the meeting was posted publicly in accordance with the State statutes.

2. Public Comment – none brought forward.

3. Approval of the Minutes of the March 5, 2024 Park Commission Meeting – Motion by Herbst, second by Larson to approve the March 5, 2024 meeting minutes. Motion **carried** by voice vote, vote reflected as 5-0.

4. Policy Issues for Discussion and Committee Determination

A. Discussion and Possible Action by Committee

1. Approving the Memorandum of Understanding for the Merrill to Wausau Trail Master Plan Project – Sims explained the project had been discussed at the March Park Commission meeting and Commission had approved acceptance of a donation from the non-profit River District Development Foundation of Merrill to fund the Master Plan project. A Memorandum of Understanding (MOU) with the non-profit agreeing to the payment of services and on the scope of the project has been developed to be approved and signed by Marathon County, Lincoln County and the River District Development Foundation of Merrill. The MOU has been reviewed by both Marathon and Lincoln County’s Corporation Counsels. **Motion** by Larson, second by Maszk to approve the Memorandum of Understanding for the Merrill to Wausau Trail Master Plan project and authorize Seefeldt to sign the agreement on behalf of Marathon County. Motion **carried** by voice vote, vote reflected as 5-0.

2. Rentals of Duane Corbin Shooting Range – A request was received from the Marshfield Police Department and Wood County Sheriff’s Department to utilize the 600-yard range. Currently as part of an agreement with the Sheriff’s Office, other agencies can utilize the range during a joint training session. This use would not be during a joint training with Marathon County Sheriff’s Office. If Commission feels the facility should be available for rent a policy would need to be determined. Staff feels an outside rental would require a staff person to be at the range during the rental, the rental would only take place when the range is closed to the public, and only law enforcement agencies would be allowed to rent the facility. If Park Commission supports this policy staff will bring back recommendations on rental fees. Questions were answered and discussion followed. **Motion** by Opall, second by Herbst to support the rental policy and bring the item back in a year to evaluate it. Motion **carried** by voice vote, vote reflected as 5-0.

3. Big Eau Pleine Timber Sale Tract 10-24 – This third sale is part of a long-range timber management plan that had been presented to the Commission in June of 2020. The timber sale will be bid in September and the winning bidder will have a two-year contract with work to be completed between November 1 and March 15. Tucker discussed details of the timber sale. **Motion** by Maszk, second by Opall to approve Big Eau Pleine Timber Sale Tract 10-24. Motion **carried** by voice vote, vote reflected as 5-0.

5. Operational Functions Required by Statute, Ordinance or Resolution:

A. Discussion and Possible Action by Committee

1. Authorizing a Resolution for Urban Forestry Inflation Reduction Act Grant and Urban Forestry Catastrophic Storm Grant – The City Forester would like to apply for a grant. The project proposed for this state grant application will seek grant funds to provide funding for residents to remove ash trees on their private properties as well as funding to continue to remove or treat ash trees and plant new replacement trees. Grants around the state will be awarded from \$1,000 to \$500,00 and require no match. Wausau and surrounding areas are infested with Emerald Ash Borer and the removal of the ash trees are recommended to reduce the spread of the borer. **Motion** by Larson, second by Herbst to

approve the resolution to apply for the Urban Forestry Inflation Reduction Act grant and authorize Commission President Seefeldt to sign the agreement. Motion **carried** by voice vote, vote reflected as 5-0.

6. Policy Issues for Discussion and Committee Determination for Consideration by Environmental Resources Committee

A. Discussion and Possible Action by Committee – None

B. Discussion and Possible Action by Committee to Forward to the Environmental Resource Committee for its Consideration – None

7. Educational Presentation/Outcome Monitoring Reports for Discussion

A. Project Update – Marathon Park Improvements – Eastgate Hall-the ceiling contractor has completed the ceiling and new fans and lights have been installed. The flooring contractor will begin the floor replacement following the elections on April 2. The siding has been removed and the windows will be installed. Work will continue through the month of April. Ice Arena Feasibility Study-JLG Architects has provided the County with the first draft of the program needed for the facility based on the user meetings and feedback collected. Staff has met with them to provide feedback. JLG is still working on refining the program and is beginning to develop the floor plan. A team will also start to review the requirements of the saferoom and how that will be integrated into the plan. A third group, Ballard and King is beginning the work on the economic impact analysis. Staff met with them last week and will be providing them with data of our current facility. Arbor Day Planting-is planned for Thursday, April 25. Wausau Cyclones-ended their season on March 16th and the ice is now out of both rinks. Marathon Park Campground playground-the site is prepped and installation by the contractor will take place once weather allows. Big Eau Pleine Invasive Species – staff is working on a plan to address the garlic mustard within the park. A team worked on the removal of this invasive species in 2023 however more areas have been identified. Amco Playground – The playground has been removed and the site is prepped for the new playground. Install is planned for as soon as the weather allows. Cherokee Restroom – Staff is working with CPZ on planning the installation of the new restroom as part of the 2024 CIP projects. D.C. Everest Restroom – New doors had to be ordered for the new restroom as the doors sent from the manufacturer did not meet code. Dells of Eau Claire Paving – The newly paved areas going into the beach area and beach parking lot are being painted and small touch ups are being made. Asphalt Study – Staff completed a study of all the asphalt areas that are in need of crack sealing and patching.

8. Announcements

A. Next Meeting Date & Time, Location – Tue., April 30, 2024 at 10:30am, 212 River Dr., Rm.5, Wausau, WI 54403

B. Future Agenda Items – City Service Level Proposal

9. Adjourn - Motion by Opall, second by Herbst to adjourn the meeting at 11:30 am. Motion **carried** by voice vote, vote reflected as 4-0.

AGENDA SUMMARY

4A1. Discussion and Possible Action Approving a Request for a Monument at the 45N-90W Geographic Marker

The Wisconsin Society of Land Surveyors Central Wisconsin Chapter (Central Chapter) has submitted a proposal to add a display at the 45N – 90W park depicting examples of section corner monuments placed during the early surveys of Marathon County. A member has accumulated numerous stone monuments that were excavated/removed from section corner locations over the past years. The stones are currently located at 210 River Drive and with the County office moving next year, a discussion of what to do with the stones took place at the Central Chapter meeting.

The stones are very unique in that they are often times scribed and cut to roughly a 6” x 6” square. The stone material is granite and limestone, dependent upon where they were located in the County. The history of the stones are unique in that someone cut them, scribed them, and carried them to each section corner location with very primitive means. Many of these stones exist today marking section corner locations so the general public has exposure to them, although fewer exist over time due to man-made disturbance.

The Central Chapter is requesting to place an exhibit at the 45N – 90W park to display and educate. They are requesting the following:

- A 2’ x 3’ concrete pad (rough size) with the following inlays
 - Limestone monument
 - Granite monument
 - Aluminum cap used today to mark section corners.
- Interpretive sign above providing a brief history of the U.S. Public Land Survey system, the importance/history of the subject stones, and how/why they were placed.
 - The signage materials and content would be coordinated with the Parks, Recreation & Forestry Department.
 - Looking to put sponsors that assist with funding on the signage.
- The work would be performed by land surveyors.
- The Chapter would fundraise for the improvements.

The 45N – 90W has a correlation to land surveying and it is one of the most visited parks in the system so the chapter feels it would be a good place to educate visitors. They have submitted three options for where they are suggesting that the exhibit be placed, two options are adjacent to the parking field and one option is about ½ way down the trail.

For this park the County was granted a permanent easement from Francis and Sherry Scheuller (see attached document). The terms of the easement are to create a public park for the purpose of providing access to and providing information about the geographic location of 45N 90W. Corporation Counsel reviewed the easement and feels this improvement is related to the 45N-90W and would fall under the guise of the easement however contact will be made with the landowner prior to the improvements being made if approved. The goal would be to complete this effort this summer.

The Park Commission is asked to approve the request for a monument at the 45N-90W Geographic Marker and determine the location for where the monument should be placed.

4A2. Discussion and Possible Action Determining the Law Enforcement Rental Fee for Duane Corbin Shooting Range

Outside law enforcement agencies periodically request the use of the Duane Corbin Shooting Range. Their main request is to use the 600-yard range for training. In April, the Park Commission moved to

allow the rental of the Duane Corbin Shooting Range by law enforcement agencies only and a county employee would staff each rental.

The next step is to determine a rental rate to cover the staff cost. Staff has determined that in most cases the employee working during a rental would be a part-time employee. To cover the cost of this employee a fee of \$25/hour is recommended.

The Park Commission is asked to move to amend the 2024 Fee Schedule to include the \$25/hour shooting range rental fee for outside law enforcement agencies only.

4A3. Discussion and Possible Action Authorizing the Removal for the River Edge Trail Overlook near Pick n Save

In April the City Parks and Recreation Committee reviewed options to repair the damage to the wall and paved area of the overlook on the River Edge trail by Pick n Save. An engineer looked at the area and it was determined that the wall was not sufficiently supported with material when it was installed in 2002. Due to the insufficient material the paver surface is sinking and there is significant settling issues around the drain pipe. This sinking is pushing weight against the wall causing the wall to crack. At this time the cost to replace the overlook is unknown and would require further investigation. The options reviewed were, not to replace the overlook and eliminate that area at this time leaving only the trail with work to be completed by parks staff or hiring an engineering firm to assess the wall and develop plans for repairing the outlook. The Committee moved to recommend to the Park Commission removal of the overlook by park staff leaving only the trail. It has been confirmed by the landowner who grants the trail easement to the City that removal of the overlook is acceptable.

The Commission is asked to approve the elimination of the overlook with the work to be completed by park staff.

5B1. Discussion and Possible Action Approving the Intergovernmental Agreement to Provide Park Services to the City of Wausau

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

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

The proposed intergovernmental agreement documents the way that the County and the City have been operating for the past 50 years to effectively and efficiently manage the city and county park systems. The agreement identifies all of the resolutions that have set the framework of operations as well as details the current practices in place for operation and for funding staff, equipment, and improvements to

the park system. The agreement does not include any changes to current operations but rather sets clear expectations of what the City expects of the County. Ultimately the City Council controls the funding that is allocated for the park operations, maintenance and improvements and therefore dictates the services expected with the funding provided. If the agreement is not approved, operations will continue as they are today based on past practice and the direction provided within the past resolutions. Items needing action will be initiated at the Park Commission and then through the process as designated by the City or the County. If at any time the City or County wishes to terminate the agreement of park governance by the County, the notice must be in writing with no less than 12 months' notice.

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

6A. 2025 Capital Improvement Project Requests

Capital Improvement Project requests will be presented at the meeting. 2025 Capital Improvement Projects include Athletic Park clubhouse renovation, River Highlands playground replacement, Riverside Park parking lot reconstruction and bike polo pavement, tennis court resurfacing, Sylvan Hill parking lot, Marathon Park road and trail pavement, Marathon Junction/Family Area plan, Eastgate Hall air conditioning, Rib Falls Master Plan, Marathon Park fence replacement, restroom replacement and playground replacement.

The Commission is asked to review the proposed 2025 CIP requests and recommend the projects to the City CIP Committee or County CIP Committee for consideration.

7A. Project Update

Marathon Park -

- *Eastgate Hall* –the kitchen update is the last item to be completed and will begin the week of June 10 for two weeks.
- *Ice Arena Feasibility Study* – JLG Architects and structural engineers are currently reviewing the program for the implementation of a saferoom. They are working the saferoom requirements into the plan. Ballard and King continues to work on the economic impact analysis.
- *Campground playground partially installed* - Boarder scheduled to be poured on Monday (6/3).
- *Splash Pad* is being prepped to open Saturday (6/1)
- *Events* - Hosting Monster Truck Show in Grandstands this weekend. Hosting Multi-Cultural Event in Exhibition Building and Infield where soccer will be played next Saturday, June 8.
- *Campground* - Establishing a response plan for Park Deputies, Wausau PD, and AFMs in responding to Marathon Park Campground calls to dispatch and the potential removal of campers who are violating park policy and rules.

Storm Damage & Invasive Species – We made a major impact on the garlic mustard issue at Big Eau Pleine Park. We have removed large portions of the invasive weed.

- Storm Damage work at BEP (roads, campgrounds and trails) and the Dells. Work still to be done at Bluegill.

Amco – The playground has been removed and the site is prepped for the new playground. Install is planned for as soon as weather allows.

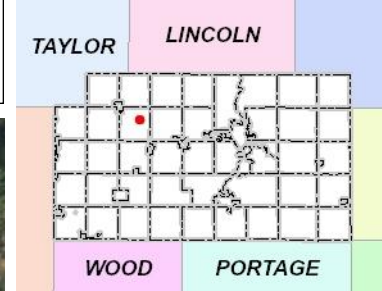
Bluegill Bay- New dock installed with ADA ramp.

- New kiosk/pay station installed.
- Prep for new ski show venue with bleachers and temporary electric.

D.C. Everest – Continued work on new restroom and surrounding area.

Sports Fields - Sports complex had a very successful tournament at the beginning of the month with 140 teams.

- Sports Complex: Limestone path installed.
- Sunny Vale is a full go with WASA, high schools, and youth baseball



- Legend**
- Road Names
 - Parcels
 - Parcel Lot Lines
 - Land Hooks
 - Section Lines/Numbers
 - Right Of Ways
 - Named Places
 - Municipalities
 - 2020 Orthos Countywide
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3

50.00 0 50.00 Feet
 NAD_1983_HARN_WISCRS_Marathon_County_Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

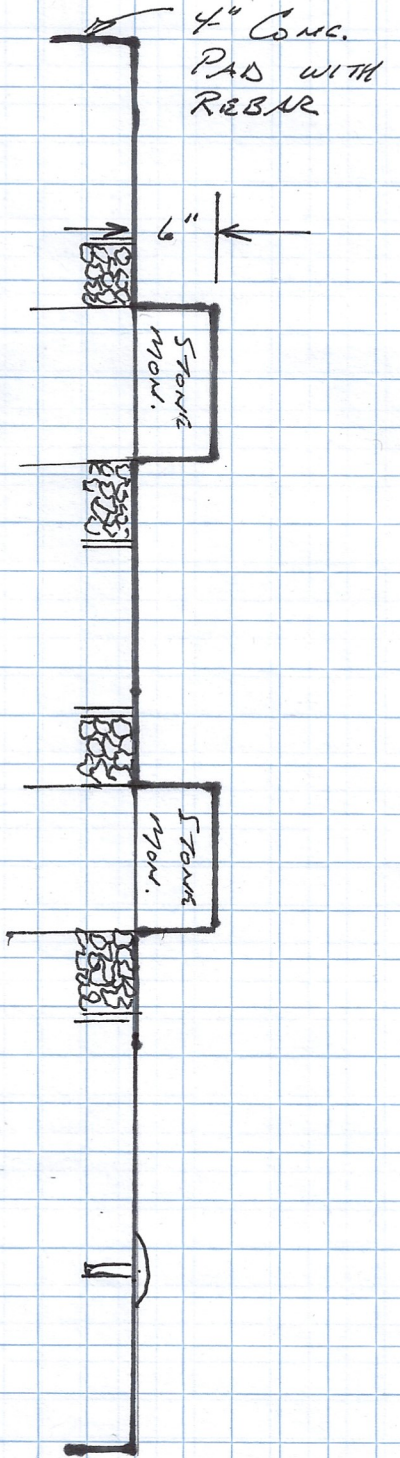
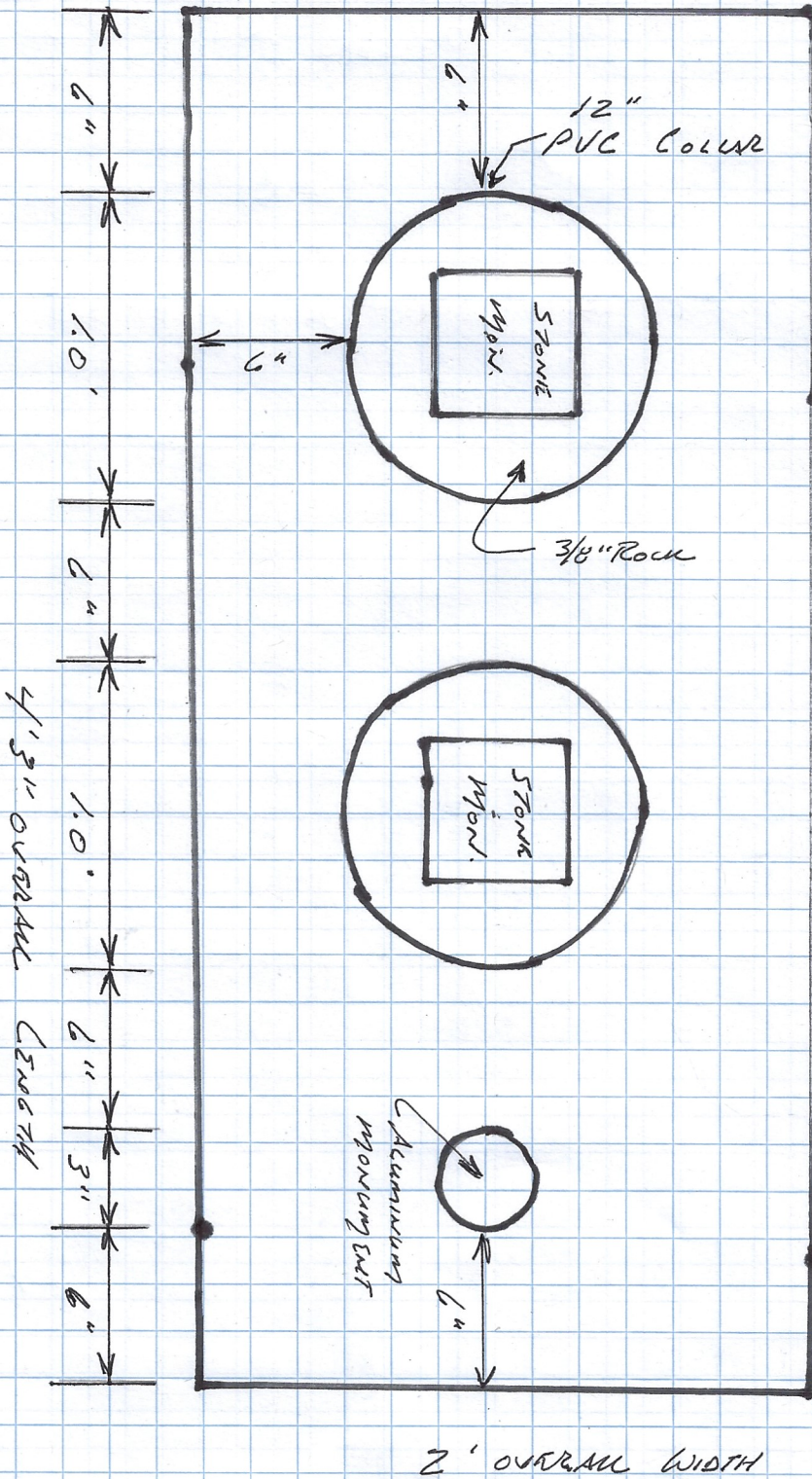
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes
 Proposed Display Locations

PROPOSED SECTION CORNER MONUMENT DISPLAY

PLAN VIEW

CROSS-SECTIONAL VIEW



NOTE:

- THE PVC COLLAR WILL BE USED TO PREVENT FREEZE/THAW DIFFERENTIAL MOVEMENT BETWEEN THE CONCRETE PAD AND THE STONE MONUMENTS

4/15/24



Existing 2' x 3' Donors Sign - The Proposed Section Monument Educational Sign to Match Size and Height

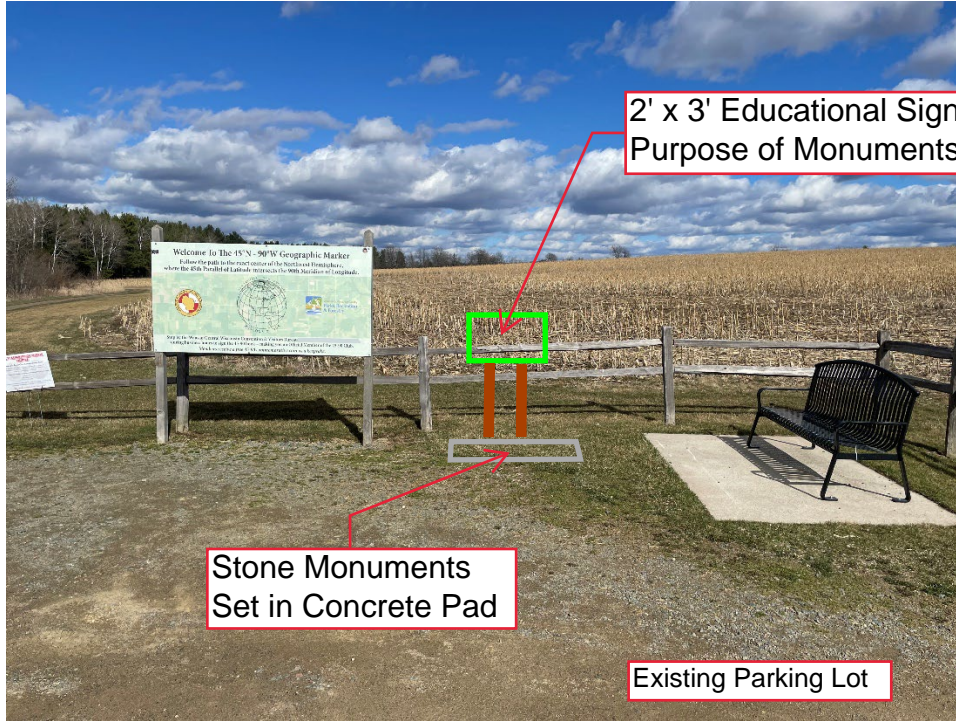


Limestone Monument

Granite Monument

Proposed Section Corner Monument Educational Display - 45/90 Park

Location A



2' x 3' Educational Sign Providing History and Purpose of Monuments

Stone Monuments Set in Concrete Pad

Existing Parking Lot

Location B



Stone Monument Display with Sign

Trail at Parking Lot

Location C

Stone Monument
Display with Sign



This Bench is Located Approximately at the Mid-Point to the 45/90 Monument

DOCUMENT NUMBER

STATE OF WISCONSIN - MARATHON COUNTY
RECORDED
06/15/2017 9:19:35 AM
DEAN J. STRATZ, REGISTER OF DEEDS

PERMANENT EASEMENT



DOC# 1738245

THIS INDENTURE, made this 25 day of May, 2017 by and between Francis + Sherry Schueller their successors and assignshereinafter referred to as "GRANTOR", and **Marathon County**, a quasi-municipal corporation and political subdivision of the State of Wisconsin, hereinafter referred to as "COUNTY";

For One and no/100 dollars (\$1.00) and other valuable consideration paid to GRANTOR, receipt whereof is hereby acknowledged;

Does hereby grant unto COUNTY, its successors and assigns, the perpetual right, permission, authority, privilege, and easement, to construct and maintain in perpetuity a public park for the purpose of providing access to and providing information about the geographic location of 45°N, 90°W, the center of the northern half of the western hemisphere, on land owned by the GRANTOR.

Dean J. Stratz

This space is reserved for recording data

Return to

Wausau and Marathon County Parks,
Recreation and Forestry Dept.
212 River Dr., Ste 2

Wausau, Wisconsin 54403
Parcel Identification Number/Tax Key Number

070.4. 2904.142.0991 ✓

See Exhibit A: Easement Exhibit Map

See Exhibit B: Property Description.

See Exhibit C: Easement Agreement setting forth terms and conditions of said easement.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its corporate name by its proper officers duly authorized and its corporate seal is to be hereunto affixed the day and year first above written.

GRANTORS:

Francis Schueller
Signature

Francis Schueller
Print Name

Sherry Schueller
Signature

Sherry Schueller
Print Name



DOC# 1738245

STATE OF WISCONSIN)
)
COUNTY OF MARATHON)

Personally came before me this 25th day of May, 2017, the above-named Francis + Sherry Schueller to me knownto be the Grantors who executed the foregoing instrument and acknowledged the same.

Notary Public: Katherine J Raczkowski

My commission expires: October 29, 2017

THIS INSTRUMENT DRAFTED BY:
SCOTT M. CORBETT
MARATHON COUNTY CORPORATION CONSEL
STATE BAR #1010635

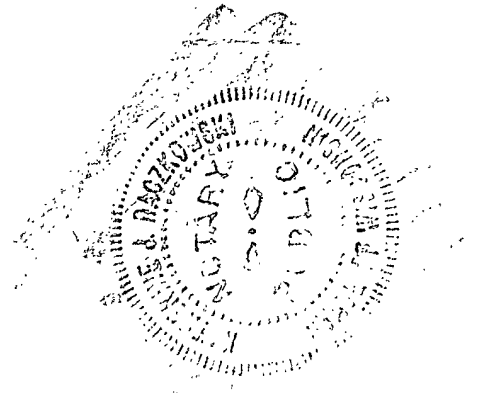


Exhibit A

Easement Exhibit Map

For the 45th Parallel and 90th Meridian Park Project
Being Part of the Northwest 1/4 of the Northwest 1/4, Section 14, Township 29
North, Range 4 East, Town of Rietbrock, Marathon County, Wisconsin



**The County
Surveyor's Office**
of
Marathon County
210 River Drive
Wausau, WI 54403
(715) 261-6000

SURVEYOR'S CERTIFICATE

I, David R. Decker, Professional Land Surveyor, do hereby certify:

That I have surveyed and mapped a part of the Northwest 1/4 of the Northwest 1/4 of Section 14, Township 29 North, Range 4 East, Town of Rietbrock, Marathon County, Wisconsin, more particularly described as follows:

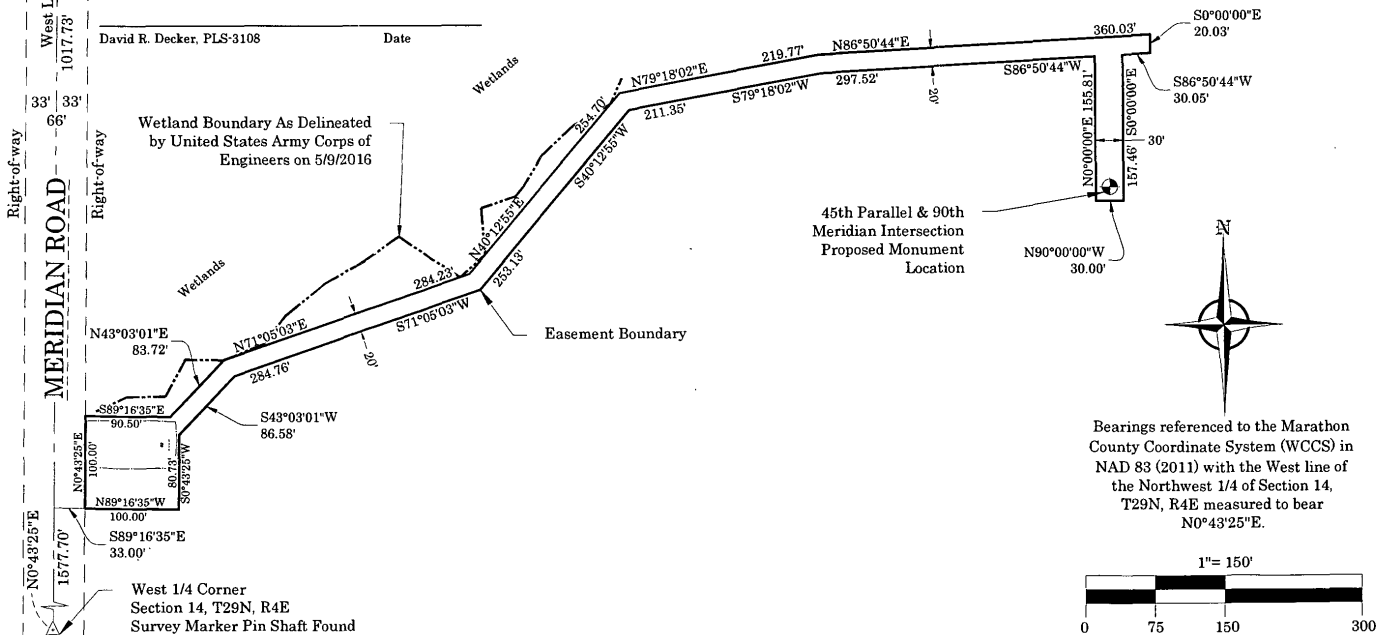
Commencing at the West 1/4 corner of said section 14: Thence North 00°43'25" East coincident with the West line of said Northwest 1/4, 1577.70 feet; Thence South 89°16'35" East, 33.00 feet to the East right-of-way line of Meridian Road and the point of beginning; Thence North 00°43'25" East coincident with said East right-of-way line of Meridian Road, 100.00 feet; Thence South 89°16'35" East, 90.50 feet; Thence North 43°03'01" East, 83.72 feet; Thence North 71°05'03" East, 284.23 feet; Thence North 40°12'55" East, 254.70 feet; Thence North 79°18'02" East, 219.77 feet; Thence North 86°50'44" East, 360.03 feet; Thence South 00°00'00" East, 20.03 feet; Thence South 86°50'44" West, 30.05 feet; Thence South 00°00'00" East, 157.46 feet; Thence North 90°00'00" West, 30.00 feet; Thence North 00°00'00" East, 155.81 feet; Thence South 86°50'44" West, 297.52 feet; Thence South 79°18'02" West, 211.35 feet; Thence South 40°12'55" West, 253.13 feet; Thence South 71°05'03" West, 284.76 feet; Thence South 43°03'01" West, 86.58 feet; Thence South 00°43'25" West, 80.73 feet; Thence North 39°16'35" West, 100 feet to the point of beginning.

That I have made this survey and map at the direction of Marathon County Parks and Recreation Department as part of the 45th Parallel and 90th Meridian Park Project.

That I have fully complied with the provisions of the Wisconsin Administrative Code A-E 7.

That this map is a true and correct representation of the lines surveyed, all to the best of my knowledge and belief.

David R. Decker, PLS-3108 _____ Date



DOC # 1739245

**Easement Legal Description:**

Of part of the Northwest 1/4 of the Northwest 1/4 of Section 14, Township 29 North, Range 4 East, Town of Rietbrock, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the West 1/4 corner of said section 14; Thence North 00°43'25" East coincident with the West line of said Northwest 1/4, 1577.70 feet; Thence South 89°16'35" East, 33.00 feet to the East right-of-way line of Meridian Road and the point of beginning; Thence North 00°43'25" East coincident with said East right-of-way line of Meridian Road, 100.00 feet; Thence South 89°16'35" East, 90.50 feet; Thence North 43°03'01" East, 83.72 feet; Thence North 71°05'03" East, 284.23 feet; Thence North 40°12'55" East, 254.70 feet; Thence North 79°18'02" East, 219.77 feet; Thence North 86°50'44" East, 360.03 feet; Thence South 00°00'00" East, 20.03 feet; Thence South 86°50'44" West, 30.05 feet; Thence South 00°00'00" East, 157.46 feet; Thence North 90°0'00" West, 30.00 feet; Thence North 00°00'00" East, 155.81 feet; Thence South 86°50'44" West, 297.52 feet; Thence South 79°18'02" West, 211.35 feet; Thence South 40°12'55" West, 253.13 feet; Thence South 71°05'03" West, 284.76 feet; Thence South 43°03'01" West, 86.58 feet; Thence South 00°43'25" West, 80.73 feet; Thence North 89°16'35" West, 100 feet to the point of beginning.



APR 07 2017

EASEMENT AGREEMENT

THIS AGREEMENT made this 4th day of April, 2017, by and between Francis + Sherry Schueller herein referred to as "GRANTOR", and Marathon County, a municipal corporation of the State of Wisconsin, herein referred to as "COUNTY";

WITNESSETH:

WHEREAS, COUNTY wishes to construct and maintain in perpetuity a public park for the purpose of providing access to and providing information about the geographic location of 45°N, 90°W, the center of the northern half of the western hemisphere, on land owned by the GRANTOR; and

WHEREAS, GRANTOR will allow this park to be constructed over a permanent easement on GRANTOR's property upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

1. GRANTOR hereby grants to COUNTY a permanent, nonexclusive easement on the Easement Area owned by GRANTOR as hereinafter described (the "Easement"), which Easement shall be for the purpose of establishing, maintaining, and replacing in perpetuity a public park for the benefit of the public.
2. The Easement Area is described and delineated on "Exhibit 1" attached hereto and incorporated herein by reference.
3. This easement shall specifically permit and include the construction of and access to a parking area for motorized vehicles directly adjacent to Meridian Road and construction of and access to a walkway from the parking area to and including the 45°N, 90°W point which shall specifically include but not be limited to individuals on foot, on bicycles, on roller blades, skateboards, cross-country skis,



A1738245 6 11

DOC# 1738245

motorized wheelchairs and similar conveyances for physically challenged individuals, motorized vehicles operated for administrative and maintenance purposes, and other methods of conveyance approved and allowed by COUNTY, it being the intent that the walkway shall be primarily for non-motorized use. GRANTOR shall do nothing to impede or otherwise obstruct the public's access to the Easement Area for its intended purpose, provided that GRANTOR shall not be required to provide public access to the Easement Area except over the Easement Area itself.

4. In addition, COUNTY shall have, in perpetuity, the right to construct, install, maintain, repair and remove surface and other improvements, thematic decorations, banners and similar items and also plantings and flowers on and about the Easement Area. Typical park improvements will consist of gravel, asphalt, concrete, ground vegetation, shrubs and trees, light fixtures, railings, fences, signs, displays, benches, restroom, drinking water well, and other improvements consistent with a park, walkway and interpretive site.
5. COUNTY shall at its sole cost and expense construct, maintain, repair and/or replace all or any portion of the park and related improvements, from time to time. Prior to the commencement of construction COUNTY shall submit plans and specifications to GRANTOR
6. COUNTY shall have the right to enter upon the Easement Area across GRANTOR's adjoining property to construct, maintain, repair and/or replace all or any portion of the park and related improvements from time to time and at any time or times; provided that such COUNTY actions shall not materially interfere with GRANTOR's lawful use of GRANTOR's property and shall be at COUNTY's sole cost and expense and further provided that COUNTY shall at its sole cost and expense promptly restore any damage done to GRANTOR's property in connection with the COUNTY's exercise of such right.
7. COUNTY shall have the right to control all brush and trees within the easement area by cutting, trimming, chemically treating and/or other means as determined by the COUNTY.



8. It is acknowledged and understood that GRANTOR is granting the Easement contemplated hereby as an accommodation to COUNTY and the public. As such, COUNTY agrees to assume any and all liability for any and all development, construction, maintenance and use of the Easement Area in accordance with this Easement Agreement.

9. In the event that any political subdivision shall charge for emergency services provided to the premises described in the easement, said charge shall be payable by the person or persons involved in or responsible for the occurrence giving rise to the dispatch of emergency services, pursuant to the political subdivision's standard billing procedure. However, in the event that said person or persons are unidentified, said charges may be payable by Marathon County. In no event shall the charge be payable by the Grantors, or their successors in interest, unless they were involved in the occurrence giving rise to the dispatch of emergency services.

10. As a material consideration for GRANTOR entering into this Easement Agreement, COUNTY agrees to release, indemnify and hold harmless GRANTOR, GRANTOR's family, agents, employees, contractors, heirs, successors, or assigns free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone, or of the death or deaths of anyone, or by reason of personal injury and/or damage to real property or personal property, or by reason of any other liability imposed in equity or by law, or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to COUNTY's and/or anyone else's operations, actions or omissions arising out of or in connection with the development, construction, maintenance and use of the Easement Area and the Easement granted hereby, which shall result from the negligence or willful misconduct of COUNTY, employees, agents, officers and officials (whether hired, appointed or elected), contractors, successors and assigns. GRANTOR shall be entitled to representation by counsel of GRANTOR's choice, and specifically included within this release, indemnification and hold harmless are GRANTOR's attorneys' fees and other costs of defense which may be sustained by and/or occasioned to GRANTOR in defending same.



11. COUNTY agrees that the Easement granted hereby, and the use of the Easement Area, will be covered under the COUNTY's general liability insurance policy in the same manner that all other COUNTY-owned parkland is covered. COUNTY shall provide GRANTOR with current proof of insurance upon request.
12. GRANTOR agrees to release, indemnify, and hold harmless COUNTY, its employees, agents, officers and officials (whether hired, appointed or elected), contractors, successors and assigns free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury of injuries to anyone, or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law, or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to GRANTOR's operations or actions on the Easement Area or on any adjacent premises owned by GRANTOR, which shall result from the negligence or willful misconduct of GRANTOR, its family, agents, employees, contractors, heirs, successors, or assigns. The COUNTY shall be entitled to representation by counsel of COUNTY's choice and specifically included within this release, indemnification and hold harmless are COUNTY's attorneys' fees and other costs of defense which may be sustained by and/or occasioned to COUNTY in defending same.
13. GRANTOR shall secure and maintain in force such General Liability and Property Damage Insurance as shall protect itself and Marathon County from damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this easement; and the amount of such insurance shall be as follows:
- Comprehensive General Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and Property Damage.
 - Excess Liability Coverage, \$1,000,000 over the General Liability Coverage.

GRANTOR shall provide COUNTY with current proof of insurance upon request.



14. Notwithstanding any provision of this agreement, COUNTY does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
15. This Easement Agreement and the Easement granted hereby shall run with the land, encumbering the property encompassed by the Easement Area in perpetuity, and shall be binding on and shall inure to the benefit of the parties hereto and to their respective successors and assigns. All rights of third party mortgagees, lienholders or any other holders of encumbrances shall be subordinate to this Easement Agreement.
16. This Easement supersedes and replaces the existing Recreational Easement of July 15, 1968 by and between Ervin and Mary Wisnewski (Grantor's predecessor in interest to the property) and the "County of Marathon, State of Wisconsin (Park Commission) (Grantee)" as described and delineated on "Exhibit 2" attached hereto and incorporated herein by reference.
17. COUNTY shall be solely responsible, at its sole cost and expense, for obtaining any and all federal, state, municipal and local permits and approvals as may be necessary for the development and construction of the Easement Area as contemplated hereby.
18. This Easement Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written.

[Signatures on next two pages]

OWNERS

By: Francis Schueller

By: Sherry Schueller

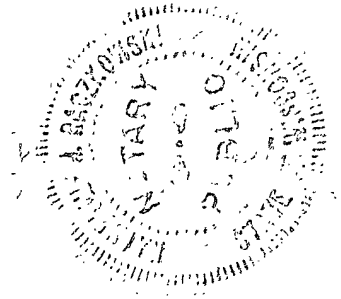
STATE OF WISCONSIN)

)ss.

COUNTY OF Marathon

Personally came before me this 4th day of April, 2017, the above named Francis Schueller Sherry Schueller, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Katherine G. Kozkondzi
My commission: October 29, 2017



R1738245 10 11

DOC # 1738245

MARATHON COUNTY)

By: *[Signature]*

STATE OF WISCONSIN)

)ss.


COUNTY OF MARATHON)

Personally came before me this 16th day of June, 2017, the above named

[Signature] to me known to be the person who executed the foregoing

instrument and acknowledged the same.

[Signature]
 Scott M. Corbett
 Notary Public, Wisconsin
 My commission: is for record



This instrument was drafted by
 Scott M. Corbett
 Marathon County Corporation Counsel



DOC# 1738245























INTERGOVERNMENTAL AGREEMENT TO PROVIDE PARK SERVICES FOR THE CITY OF WAUSAU

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

ADDENDUM A – SCOPE OF SERVICE¹S

COUNTY will provide the following services to the CITY:

SECTION I – ADMINISTRATION

(A) ADMINISTRATIVE SERVICES

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

(B) PUBLIC SERVICES

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

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

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

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

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

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

SECTION II – OPERATIONS

(A) ADMINISTRATION AND CONSTRUCTION

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

(B) MAINTENANCE

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

(C) URBAN FORESTRY

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

(D) HORTICULTURE

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

(E) RECREATION

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

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

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

(B) ACQUISITION

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

(C) DESIGN

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

(D) ENGINEERING

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

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

City of Wausau

Marathon County

Address

Address

City, State, Zip Code

City, State, Zip Code

Date

Date

CITY OF WAUSAU, WISCONSIN

JOINT

RESOLUTION re. City-County Park

Department:

FILE NO. 71-0550

Introduced Oct. 31, 1974

Referred

Reported Back

Adopted Oct. 31, 1974

Other

RESOLUTION

WHEREAS, the City of Wausau and Marathon County created, heretofore, a joint committee to study a proposal the county assume full responsibility for certain large parks owned, managed by, and located within the City of Wausau; and

WHEREAS, two large city parks are regularly used by many persons who are not city residents; and

WHEREAS, park department personnel and management responsibilities are presently administered both by the city and county; and

WHEREAS, the city is willing to transfer to, and the county is willing to assume responsibility for certain park operations, including a transfer of employees; and

WHEREAS, continued employment of that number of city employees now assigned to city park operations is of great concern to the city, the county, and said employees; and

WHEREAS, the county is willing to employ those city employees terminated as a result of this action,

NOW, THEREFORE, BE IT RESOLVED:

1. The city shall release from employment that number of city employees presently assigned Park Department duties, and the employment of such employees is terminated, effective midnight, December 31, 1974.
2. Marathon County shall accept as county employees, effective at 12:01 A.M., January 1, 1975, those employees presently working for the City of Wausau,

which are released from city employment as a result of the within transfer of responsibilities. Such employees shall be assigned to duties in the Marathon County Park Department.

3. The city shall provide the county a roster of employees, including the name, position, date of hire, and present wage and benefit data for each employee affected by this resolution.
4. The city and the county hereby abolish, effective midnight, December 31, 1974, their respective park commissions as presently organized and constituted.
5. The county hereby creates, pursuant to sec. 27.075, a Park Commission composed of seven members, who shall assume the powers and duties of both the city and the county, as provided for in secs. 27.02 thru .06; 27.08 thru .15; and sec. 66.527, Wis. Stats., governing parks and recreation.
6. The composition of such commission, as to the terms of office of its commissioners and their method of appointment, shall be as set forth in the above statutes. The initial commissioners shall be appointed as follows: The Mayor of the City of Wausau shall provide to the Chairman of the Marathon County Board, three nominees for appointment to such commission, and the county board chairman shall appoint the city nominees, whose terms of office shall be apportioned amongst the seven member commission in such a manner that there shall always be three commissioners nominated by the Mayor of the City of Wausau, serving on such commission. The four members appointed by the Chairman of the Marathon County Board shall be residents of Marathon County, but not of the City of Wausau. Thereafter, the residence of the Mayor's nominees shall be as the Mayor may decide, but the chairman's nominees shall be non-Wausau residents.
7. The county and city shall share, on a 50-50 basis, the purchase price of all machinery and equipment purchased and used solely for park department purposes.

8. The county and city shall share, on a 50-50 basis, the salary and fringe benefit costs of the following County Park Department administrative positions for 1975: (See List Below)
9. In future years, if the 50-50 formula no longer is fair and equitable, the parties shall readjust the cost sharing to conform to the facts.
10. That Sylvan Hill and Athletic Park shall be leased by the county, from the city, for the sum of Ten Dollars (\$10.00) a year, each; that the two governing bodies shall, prior to December 31, 1974, execute a lease for each park. The terms and conditions of the leases shall be approved by the requisite city and county officials, prior to such approval by the governing bodies.

excluded

COORDINATING COMMITTEE

Roger Otto
Robert C. Helber
John T. Hayes
John von Lichten
Richard B. Anklam

COUNTY PARK DEPARTMENT ADMINISTRATIVE POSITIONS FOR 1975:

- | | |
|-----------------------------|--------------------------|
| 1. Superintendent of Parks | 8. Clerk-Steno I |
| 2. Assistant Superintendent | 9. Park Supervisor |
| 3. Park Forester | 10. Construction Foreman |
| 4. Recreation Coordinator | 11. Maintenance Foreman |
| 5. Administrative Assistant | 12. Horticulture Foreman |
| 6. Business Manager | 13. Park Supply Man |
| 7. Clerk-Steno II | |

CITY OF WAUSAU, WISCONSIN

A RESOLUTION of the Judiciary & Regulatory Comm.

Re: Park Enforcement Responsibilities

FILE NO. 83-0332

Introduced March 22, 1983

Referred

Reported Back

Adopted March 22, 1983

Other

RESOLUTION

WHEREAS, pursuant to Wis. Stat. 27.075, the Wausau Common Council, on October 31, 1974, did authorize the transfer to the Marathon County Park Department of certain listed City personnel and management functions, and

WHEREAS, Marathon County, by resolution dated October 24, 1974, did accept said personnel and management functions for parks located within the City of Wausau, and

WHEREAS, said City park functions included powers and duties as provided for in Sections 27.08 through 27.15, Wis. Stat., governing parks, and

WHEREAS, Section 27.08(2a), Wis. Stat., provides the power to control public parks and also to adopt and enforce rules and regulations to promote this purpose, and

WHEREAS, Section 27.075(1) and 66.119(2), Wis. Stats., states that the powers hereby conferred may be exercised by the County Board in any City or part thereof located in such county upon the request of any such city--., and

WHEREAS, Marathon County through its Park Commission has employed uniformed Park Rangers to carry out a park and visitor protected program, and

WHEREAS, it is deemed to be in the public interest and that Marathon County be specifically requested to exercise enforcement of the rules and regulations adopted for the control of public parks located within the corporate limites of the City of Wauau, and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau does request the Marathon County Board of Supervisors, ordaining as follows: to recommend changes to; and adopt and enforce City ordinances that regulate use by the public of the Wausau Park System. The following Wausau ordinances are recommended to Marathon County for adoption:

MICROFILMED

830332

- 6.28 Dispensing beverages at outdoor functions.
- 8.08.190 Animals not to run at large.
- 8.08.200 Vicious animals.
- 8.08.220 Exercising animals.
- 8.08.270 Penalty.
- 9.04.020 Municipal Court Jurisdiction over persons 14, 15, 16, 17 years of age.
- 9.04.030 Loud and unnecessary noise prohibited.
- 9.04.040 Littering prohibited.
- 9.04.100 Obscene language.
- 9.04.120 Obscene literature.
- 9.08 Weapons.
- 9.12.010 Fireworks and explosives.
- 9.20 Park Regulations.
- 9.24.030(14) Health nuisances.
- 10.01 City vehicle traffic enforcement code.
- 12.56.040 Damage to trees and shrubs.
- 12.56.050 Fastening materials to trees and shrubs.
- 12.56.080 Permit to plant, remove, maintain and protect trees and shrubs.
- 17.24.020 Trash burning restricted.
- 17.28.010 Hot ashes and other dangerous materials.

AND, BE IT FURTHER RESOLVED, that enforcement authority is limited to City parks and is defined to mean all lands and water acquired by the City for park or recreational purposes or placed under the jurisdiction of the Marathon County Park Commission and include without limitation, parks, beaches, swimming pools, and privately-owned lands, the use of which has been granted or leased to the City for park, recreational or like public purposes.

JUDICIARY & REGULATORY COMMITTEE

Roger J. Otto

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*Gay K.
City/County Parks
Agreement*

COUNTY OF MARATHON

COURTHOUSE

WAUSAU, WISCONSIN 54401-5568

COUNTY CLERK
LOUANN E. FENHAUS
(715) 847-5500

MAYOR
SEP 2 1992
CITY OF WAUSAU

September 1, 1992

John Hess, Mayor
City of Wausau
407 Grant Street
Wausau, WI 54401

Dear John:

Attached is a certified copy of Marathon County Resolution #R-54-92, clarifying the City-County Parks Agreement.

This resolution was adopted by the Marathon County Board of Supervisors at their Adjourned Organizational meeting which was held August 25, 1992.

Yours truly,

A handwritten signature in cursive script that reads "Louann".

Louann E. Fenhaus
Marathon County Clerk

kdk
cc: Bill Duncanson

RESOLUTION #R- 54 -92

RE: AGREEMENT CLARIFYING CITY-COUNTY PARK GOVERNANCE

WHEREAS, the County of Marathon and the City of Wausau have previously adopted resolutions concerning agreements defining the administration and management of City of Wausau parks; and

WHEREAS, the City's mayor and attorney and the County's administrator and corporation counsel ~~have agreed to modifying language desired to clarify the selection process for park commissioners and governance of city parks; and~~

WHEREAS, the Marathon County Park Commission and Director of Parks is supportive of said modifying language.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Marathon hereby ordains as follows:

1. Approving the ~~two-page Agreement~~ for City/County Park Governance, which is attached hereto and incorporated by reference as if fully set forth.
2. Authorizing and directing the County Administrator and County Clerk to execute said agreement.
3. Authorizing and directing the County Clerk to issue checks pursuant to this resolution and the Treasurer to honor same.

Dated: August 25, 1992

MARATHON COUNTY PARK COMMISSION

<u>Linda Lawrence</u>	<u>[Signature]</u>
<u>Robert Williamson</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>

MARATHON COUNTY PLANNING COMMITTEE

<u>[Signature]</u>	<u>Lorraine Maly</u>
<u>[Signature]</u>	<u>[Signature]</u>

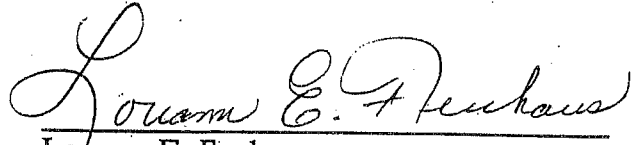
Fiscal Impact: None known.

WD/ded

STATE OF WISCONSIN)
)SS.
COUNTY OF MARATHON)

I, Louann E. Fenhaus, County Clerk in and for Marathon County, Wisconsin, hereby certify that the attached Resolution #R-54-92 was adopted by the Marathon County Board of Supervisors at their Adjourned Organizational meeting which was held August 25, 1992.

SEAL



Louann E. Fenhaus
Marathon County Clerk

Revised

7/30/92

AGREEMENT FOR CITY/COUNTY PARK GOVERNANCE

THIS AGREEMENT made this 25th day of August, 1992, by and between Marathon County, a Wisconsin municipal body corporate, hereinafter referred to as COUNTY and the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as CITY.

WHEREAS, CITY and COUNTY have previously adopted resolutions concerning the administration and management of CITY parks, CITY resolutions being numbered as File No. 71-0550, adopted October 31, 1974, and File No. 83-0332, adopted March 22, 1983, and COUNTY resolutions being numbered as 69-74, adopted OCTOBER 29, 1974, and 30-83, adopted May 24, 1983.

NOW, THEREFORE, under authority of Wisconsin Statutes 27.075, 66.30, 59.083, and 59.025, CITY and COUNTY agree as follows:

1. There shall be a ~~seven (7) member County Park Commission~~ appointed by the County Administrator under 27.02(2) and by this Agreement, members of the Park Commission appointed by the County Administrator and confirmed by the County Board shall consist of ~~three (3) members whose names shall be recommended by the Mayor of Wausau to the County Administrator and who shall be Common Council members~~, three (3) members who shall be County Board Supervisors residing outside the City limits, and one (1) member who shall be neither a City Council member or a County Board Supervisor, and ~~whose name shall be mutually agreed to by the Mayor and the County Administrator.~~ Members of the Park Commission shall serve a term of seven (7) years or until they are no longer serving as Common Council members or County Board Supervisors.

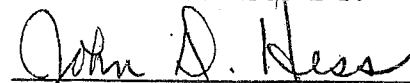
2. ~~The County Administrator shall consult with the Mayor~~ of Wausau in any matter ~~pertaining to the hiring, termination, discipline, performance evaluation,~~ or other personnel matter involving the County Director of Parks, however the decision of the County Administrator shall be final under authority of Statute 59.033(2)(b) and 27.03(2).

3. This agreement may be amended by mutual consent of both the City and County, with such amendment requiring formal action by both the County Board of Supervisors and the Common Council of the City of Wausau. This Agreement may be terminated by either the Common Council of the City or the County Board of Supervisors, however, ~~notice of such termination shall be required in writing and provided to the other party no less than twelve (12) months in advance of the proposed termination date,~~

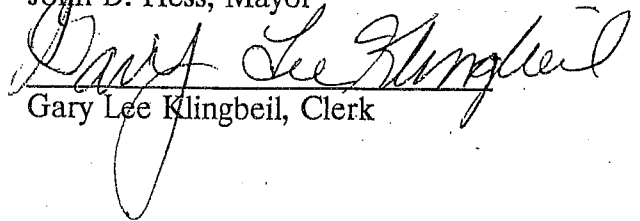
4. Within ninety (90) days of the effective date of this Agreement, the bylaws of the Park Commission in existence prior to this Agreement shall be changed to reflect this Agreement and to conform to current statutes.

5. To the extent that this Agreement conflicts with any previously adopted resolutions or agreements this Agreement shall control.

CITY OF WAUSAU BY:



John D. Hess, Mayor

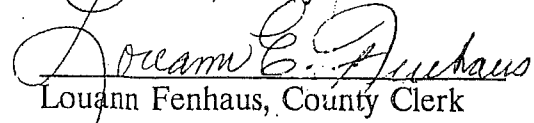


Gary Lee Klingbeil, Clerk

COUNTY OF MARATHON BY:



Morry McBain, County Administrator



Louann Fenhaus, County Clerk

**AGREEMENT BETWEEN
MARATHON COUNTY AND CITY OF WAUSAU
ASSIGNMENT OF LIABILITY FOR ACTS OF
THE MARATHON COUNTY PARKS, RECREATION, AND FORESTRY
DEPARTMENT EMPLOYEES**

THIS AGREEMENT made this 16th day of April, 2003, by and between Marathon County, a political subdivision of the State of Wisconsin, a municipal body corporate, hereinafter referred to as COUNTY, and the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the COUNTY and the CITY have adopted resolutions pursuant to §27.075 and §66.0301, Wis. Stats., vesting the COUNTY, in return for monetary consideration, with the powers of the CITY in regard to the CITY's parks, boulevards, parkways, and recreation programs; and

WHEREAS, to exercise these powers, the COUNTY utilizes persons employed by Marathon County in its Parks, Recreation, and Forestry Department, herein after referred to as DEPARTMENT; and

WHEREAS, §66.0301, Wis. Stats., permits counties and cities to enter into intergovernmental cooperation agreements.

NOW, THEREFORE, in consideration of mutual covenants and agreements, the parties hereto agree as follows:

1. By entering into this agreement, the COUNTY and the CITY do not waive, and specifically reserve, their rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
2. When employees of the DEPARTMENT are providing services and/or operating within the scope of their duties to COUNTY, whether on or off of COUNTY's property, those services, duties and operations shall be considered the sole responsibility of COUNTY for liability purposes.
3. CITY hereby agrees to release, indemnify, defend, and hold harmless COUNTY, their officials, officers, employees and agents from and against all judgements, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damages, or other liability, alleged or proven, as a result of inherent defects that exist within the parks, including but not limited to park design and faulty equipment and any other defects that are not within the scope of the services provided by the COUNTY.

4. COUNTY hereby agrees to release, indemnify, defend, and hold harmless CITY, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damages, or other liability, alleged or proven, resulting from or arising out of services, duties and operations provided by employees of the DEPARTMENT acting within the scope of the services provided to the CITY for its parks.
5. CITY will maintain General Liability and Auto Liability insurance with limits of no less than \$1 million per occurrence and shall furnish the COUNTY with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the COUNTY and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Marathon County Risk Management Division. Upon renewal of the required insurance and annually thereafter, the COUNTY shall receive a new Certificate of Insurance.
6. COUNTY shall will maintain General Liability and Auto Liability insurance with limits of no less than \$1 million per occurrence and shall furnish the CITY with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the CITY and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the City of Wausau Finance Department. Upon renewal of the required insurance and annually thereafter, the CITY shall receive a new Certificate of Insurance.
7. Owners or lessees of vehicles being driven by employees of the DEPARTMENT while being driven on or off CITY or COUNTY property shall be considered as the sole responsible party for liability purposes and will provide Auto Liability insurance with limits of no less than \$1 million per occurrence.

Owners or lessees of non-licensed motorized equipment or vehicles operated by the DEPARTMENT while being operated on or off CITY or COUNTY property shall be considered as the sole responsible party for liability purposes and will provide General Liability insurance with limits of no less than \$1 million per occurrence.
8. COUNTY and CITY shall insure their own property at their own cost, except that equipment purchased jointly and property located at the Park Operations Shop shall be insured by COUNTY. CITY shall reimburse COUNTY for one-half of the insurance premium paid.

9. With respect to automobile liability and physical damage insurance, COUNTY shall provide insurance for all DEPARTMENT vehicles in its discretion. CITY shall reimburse the COUNTY for one-half the insurance premium paid.
10. With respect to other items of miscellaneous insurance, the COUNTY shall provide insurance at its discretion. CITY shall reimburse COUNTY for one-half of insurance premiums paid.
11. The Marathon County Risk Manager shall provide risk management services with respect to all matters arising under this agreement at a prorated cost between the COUNTY and CITY.
12. A deductible fund shall be established by the Marathon County Risk Manager to pay deductible costs. Contributions towards the deductible fund shall be prorated based on the percentage of premiums paid to provide insurance coverage.
13. This agreement shall be for a period of ten (10) years. However, either party may terminate this agreement for any reason at any time. The termination shall be effective one hundred twenty (120) days after written notice of termination is provided to the other party.
14. This agreement shall renew automatically unless a new agreement is substituted or expressly modifies this agreement, or unless this agreement is terminated as provided above. This agreement shall not be modified except by express written agreement of both parties.

IN WITNESS WHEREOF, this agreement has been duly executed the day first above written.

MARATHON COUNTY BY:

Mary Jo Maly
Witness

Mort McBain
Mort McBain, Marathon County Administrator

Kristen Kordus
Witness

Nan Kottke
Nan Kottke, Marathon County Clerk

CITY OF WAUSAU BY:

Kathi J. Johnson
Witness

Linda Lawrence
Linda Lawrence, City of Wausau Mayor

Tom Brue
Witness

Kelly Michael-Saager
Kelly Michael-Saager, City of Wausau Clerk

H:\PKDATA\DUNC\MISC\CITYCOUNTYAGREEMENT 12/02