



OFFICIAL NOTICE AND AGENDA

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

Meeting of the: **FINANCE COMMITTEE**
Date/Time: **Wednesday, May 26, 2020 at 5:15 PM**
Location: **City Hall (407 Grant Street) - *Council Chambers**
Members: Lisa Rasmussen, Michael Martens, Dawn Herbst, Deb Ryan, Sarah Watson

AGENDA ITEMS

- 1 Minutes of the previous meeting(s). (5/05/20 & 5/13/20)
- 2 Discussion and possible action on terminating airport ground lease with Patrick and Jeanne Wallschlaeger
- 3 Discussion and possible action on airport ground lease with Merchant Property Investment LLC
- 4 Discussion and possible action on Wausau Flying Service utilizing federal CARES funding to relieve Wausau Flying Service of its direct expenses during the Stay At Home Order and utilizing the remainder of the CARES funding for use in airport development projects, such as a front end loader or architecture/design costs for terminal upgrades
- 5 Discussion and possible action regarding April 2020 General Fund Financial Report
- 6 Discussion and possible action regarding liquor licenses fee reductions due to COVID 19 hardships
- 7 Discussion and possible action regarding waiving of permits for Man of Honor fund raiser Saturday June 13th
Adjourn

*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 963 405 089**. **Password: EfMf4MgPf33**

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 over the internet by <https://waam.viebit.com/?folder=ALL>, on the City of Wausau's YouTube Channel <http://www.tinyurl.com/WAAMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail mary.goede@ci.wausau.wi.us with "Finance Committee public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 5/21/20 at 3:45 pm

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.

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

FINANCE COMMITTEE

Date and Time: Tuesday, May 5, 2020 @ 5:45 pm., Council Chambers

Members Present *In person:* Rasmussen, Ryan, Herbst, and Watson. *By WebEx:* Martens.

Others Present: Groat, Rosenberg, Jacobson, Goede, Van Krey, Klein, Lindman, Rubow, Thompson, Schock, Sorenson

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

Select a Chairperson and Vice Chairperson for 2020-2022 term.

Herbst nominated Lisa Rasmussen for chair, seconded by Martens. Ryan nominated Dawn Herbst, however, Herbst declined the nomination. Herbst nominated Michael Martens, there was no second. A vote was taken and Lisa Rasmussen was selected as Chairperson for the 2020-2022 term unanimously. Groat turned over the meeting to the chair.

Ryan nominated Michael Martens as Vice Chairperson, seconded by Watson. A vote was taken and Michael Martens was selected as Vice Chairperson for the 2020-2022 term unanimously.

Establish Regular Meeting Date and Time for 2020-2022 term.

Rasmussen stated the committee has been meeting the second and fourth Tuesday at 5:15 pm., along with additional meetings during the budget process. Consensus of the committee was to stay with this same schedule.

Approval of the minutes of previous meetings (3/24/20 & 4/14/20)

Motion by Herbst, second by Martens to approve the minutes of the previous meetings on 3/24/20 and 4/14/20.

Ryan indicated she will abstain from voting since she did not attend those meetings. Motion carried 4-0-1.

Discussion and possible action regarding a budget modification for the CAMA Assessment Software

Rick Rubow and Gerry Klein reviewed the previous failed implementations with vendors and what they learned during the process. They explained the latest RFP process and explained the qualifications for the recommended vendor, Patriot. Patriot has some significant successful implementations in Wisconsin including Milwaukee, Appleton and Racine. Milwaukee converted three different systems to Patriot within a nine months. Rubow believes the City will benefit from the robust data available in the Patriot system. Klein explained that it is important to migrate to a new software because the current software is no longer maintained by the vendor, the software is stored on a server that is obsolete and will require the City to pay \$25,000 annual maintenance since this would be the sole software located on the server. In addition, the software requires Microsoft 7 which is also out of date. Klein indicated that a review of the financial software projects underway revealed that the overall budget shortage in this budget category is \$32,000. The budget modification pulls money from the Network budget to the Financial Software budget. Rasmussen indicated that bench marks and performance should be included in the contract.

Motion by Michael Martens, second by Ryan to approve the budget modification for CAMA Assessment Software and move forward with the purchase. Motion approved 5-0.

Discussion and possible action regarding a budget modification for the Great Lakes Cheese Facility Demolition

Rasmussen questioned why this was coming back because it was voted down at Council. She stated the intent was to use the funding in the budget to demolish the building and leave the hardscape sit until there is a plan for either a public/private partnership to remove the rest of it or funding became available. It appears that now there is someone that wants to crush that material and use it as road base, which is an environmentally friendly way to use the material, but she felt the Council said no to completing the entire project. She asked what was different.

Groat clarified Council did not vote on a budget modification that added funding; the budget modification was amended to only use the existing funding, it was not failed resolution. The previous term Finance Committee had approved the budget modification submitted to the last council meeting and its funding source was debt. This resolution has a different funding source which proposes to use Community Development funds that would be paid by the tax increment district.

Groat explained when Eric Lindman developed the initial budget he added \$20,000 to the base bid for contingency because of things like asbestos. The original \$115,500 is sufficient for the demolition costs, but there will be a pile of asbestos product that at a minimum, needs to be hauled away. If they choose to delay the slabs and remove at a later date it will cost the city more in the long run. The demolition project is enjoying savings under the current bid because of the ability to remove the concrete slab and reuse the product at the nearby Fulton Street site.

Ryan questioned if the asbestos issue could be dealt with the Holtz Krause funding. Groat responded that it could, but would still require a budget modification because money is not spent out of any funds without budgets.

Rasmussen clarified they would just be shifting earmark from one fund source to another because neither of them planned for this. The budget modification is a transparent process so that the public can understand where we have spent money now that we didn't plan for January 1st. Ryan stated she did not believe they would have to do a budget modification if the expenditure is applicable to Holtz Krause which is used for the whole city for environmental issues with funds available. Groat reiterated if we spend out of an expense line item that has not been budgeted for we do a budget modification. A budget was established for Holtz Krause Fund and it did not anticipate spending \$18,000 on asbestos abatement for this project so we would need to do a budget modification to increase the expenses from that funding source.

Lindman stated there is a large pile of concrete with asbestos on it that has to be landfilled. It has gone through the process, the DNR is aware of it and now it is just sitting there. The cost to take it to the landfill is just under \$18,000.

Groat stated if they spend the money out of the environmental fund they will only be able to spend it once because there is no funding mechanism to regenerate those dollars. If they provide the funds temporarily out of the Community Development Impact and the TID repays it when it has the cash flow, then the environmental funds are still there for other projects.

Rasmussen summarized they need to decide if there is greater value in moving funds between a fund source that can be replenished and reused (*Community Development Impact*) or just pay for this and be done (*Holtz Krause*), but recognize the fund is permanently depleted.

Jacobson clarified this was not a failed resolution so it did not fall under the reintroduction prohibition in the Council Rules. They approved an amended resolution which did not fund the full project. They could choose to reconsider because it is being brought back with a new funding source.

Mayor Rosenberg commented the Council did say no to funding it with debt and she felt if there is another way they certainly can consider it, especially with the environmental issue.

Watson questioned if they could use the Holtz Krause environmental funds just for the asbestos disposal and the rest to come from the Community Development fund. Groat reiterated that long term, it impacts the work the city can do to maintain Holtz Krause versus if it is charged to the TID which the increment will pay. Groat reviewed the maintenance that is required at the Holtz Krause site. She felt they should keep this account intact for future remediation where there is no other funding source available. Groat also indicated that she recognizes that it is the Common Councils decision as to how to fund projects.

Ryan did not want to extend the TID another year or two for additional expenditures. She wanted more information on the Holtz Krause and on revolving loan funds. She suggested going to the Alexander Foundation.

Lindman explained the reason this came back so quickly is because they are about done with the demolition out on site with the money the city has allocated. If they move off site and then we ask them or someone else to come in later it will cost more to remove it then it will now. The concrete can be crushed and used on the Fulton Street project.

Motion by Herbst, second by Martens to approve the budget modification as originally proposed using Community Development Impact Funds reimbursed by TID #3 when it is able to pay, not incurring additional debt.

Motion by Ryan to amend the resolution to pay the asbestos removal of \$17,680 from Holtz Krause Fund and the balance from the Community Development Impact. *Motion died for lack of second.*

Vote on the original motion: Ayes: Herbst, Martens and Rasmussen. Noes: Watson and Ryan. Motion carried 3-2.

Discussion and possible action on budget modification for street improvements Tax Increment District Number 7

Groat stated the City Common Council and the Joint Review Board approved a project plan amendment for TID 7 that increased spending by \$1.1 million for street improvements. A map of the projects was included in your packet. The engineering department obtained extremely favorable bids of \$672,000 for the road project. Groat indicated that the project plan expected funding the street improvements with debt amortized over 3 years. After updating the cashflow projections the district will be paid off and ready to retire a year early in 2022 so funds will only be needed for two years. Our financial advisors estimated interest and debt issuance of \$31,000. Groat proposed instead of issuing debt for the funds they use idle funds within the Environmental Fund to pay for the project upfront. TID 7 would then pay the Environmental Fund back by May of 2022. The TID could even pay the Environmental Fund interest for the use of the funds. Groat indicated that Deb Ryan had requested via email an accounting of the individual streets. Groat explained the bid was not itemized by Individual Street. Rasmussen said she totally supported the closure of the district a year early. Ryan indicated she did not support the Hwy 52 Parkway project. Groat indicated that the landscaping is not included within the budget modification under consideration. The parkway landscaping was already included in the 2020 budget and the City has already signed the construction contract.

Motion by Martens, second Herbst to approve the budget modification within TID 7 for Street Improvements in the amount of \$672,000 and fund the project with an advance from the Environmental Fund to be repaid over two years including interest of 2.25%. Motion carried 5-0.

Discussion and possible action on renewal of parking lot lease with Colonial Property 4, LLC (Grant and 3rd Streets)

Groat explained the parking lot has been leased by the City for over 25 years. The lot has 44 stalls. The lot is managed by parking pay stations. The financial terms remain unchanged. Language in the agreement were modified to reflect the use of pay stations and to allow parking instruction signage. The parking lot is used by downtown patrons. Ryan does not believe the city should lease the lot since parking revenues do not fund the full lease.

Motion by Herbst, second by Martens to approve the lease as presented. Motion carried 4-1. (*Ryan was the dissenting vote.*)

2019 Financial Presentation

Groat presented a PowerPoint on the City of Wausau 2019 Financial Results. The presentation can be viewed in the committee packet or watched online on YouTube:

https://www.youtube.com/watch?v=B9IhgkVb0Ng&list=PLTKmYFdIHPXd_az-LTeAEdTdJTFzvntwd&index=3&t=0s

Adjourn

Motion by Herbst, second by Watson to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 8:15 pm.

FINANCE COMMITTEE

Date and Time: Tuesday, May 13, 2020 @ 5:15 pm., Council Chambers

Members Present *In person:* Rasmussen, Ryan, Herbst, and Watson. *By WebEx:* Martens.

Others Present: Groat, Rosenberg, Jacobson, Goede, Van Krey, Stratz, Lindman, Wesolowski, Barteck, Bruce Bohlken

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

Discussion and possible action approving the 2020 Community Development Block Grant Program Action Plan Coronavirus Aid, Relief and Economic Security (CARES) Act and the Reprogramming Homeowner Rehabilitation Revolving Loan Fund into CARES initiatives

Ryan questioned why the Women's Community Center and the Hmong American Center had not applied and whether they had been reached out to.

Tammy Stratz, Community Development, indicated they reached out to all the non-profits and the United Way also helped to contact them all. She commented she was surprised they only received two applications, but thought perhaps the timeframe was hard with not receiving the funds from HUD until possibly June or July.

Rasmussen stated in the summary of the allocations one of the line items was \$70,000 for administration of the plan. She questioned why any of the funding was allocated to administration when the 2020 budget for staffing in the department is already taken care of. She felt all the money should flow out into the community.

Stratz explained it costs the department money to advertise and do extra work to run the program. She noted they were also sharing it with McDevco who through advertising and reaching out will have high overhead. She felt they should pay themselves for the work they are doing. Rasmussen commented she would just like to see a smaller percentage for administrative expense. Stratz responded they are allowed to do 20% of an allocation and reiterated that they sharing it with McDevco for their overhead and extra advertising.

Ryan questioned if there was a way they could use \$100,000 of Homeowner Rehab funds as a cash advance towards CARES and then put it back when the HUD funds come in. She thought there may be people who need it for repairs to their property. Stratz stated there is currently \$120,000 in their Revolving Loan Fund of which we are requesting \$100,000 to be used towards the CARES. There is still over \$172,000 in new program funding to go to Home Owner Rehab. She did not foresee this hurting the Rehab Program at all and pointed out the CARES money has to go directly to CARES project and can't reimburse.

Motion by Watson, second by Ryan to approve reprogramming Homeowner Rehab revolving Loan Fund into CARES initiatives. Motion carried 5-0.

Discussion and possible action approving the Assistance to Firefighters Grant for COVID-19 Response

Rasmussen explained it is a grant to purchase PPE for Firefighters and EMTs that would require a small nominal amount of city match.

Motion by Herbst, second by Watson to approve the grant. Motion carried 5-0.

Discussion and possible action regarding modification to the City of Wausau fee schedule related Inspections Department Fees

Ryan questioned if the occupancy fee was applicable to renter properties or homeowners. Bill Hebert explained the occupancy permit is just for new construction and is typically a document that is required by the lending institution.

Motion by Ryan, second by Herbst to approve the modifications to the fee schedule. Motion carried 5-0.

Discussion and possible regarding budget reallocation for Brockmeyer Parking Lot Improvements and JoJo's Jungle

Rasmussen explained at the last meeting there was discussion about a recommendation expected from Park & Rec Committee requesting the reprogramming of some of the funding that was approved for the parking lot at JoJo's

Jungle to assist the developer, who has fundraised almost all of the money, to re-add an interactive water feature. They were able to achieve a lot of the paving work themselves at reduced costs. She noted this money is already available and would not require any additional borrowing.

Motion by Ryan, second by Watson to approve the budget reallocation for JoJo's Jungle. Motion carried 5-0.

Discussion and possible action regarding March 2020 General Fund Financial Report

Groat reviewed the March financial report in the committee packet. It can be accessed on the city's website: <https://www.ci.wausau.wi.us/Departments/Finance/MonthlyReports.aspx>

Discussion and possible action regarding the 2020 budget modification for the Bridge Street bridge

Rasmussen stated there was money budgeted this year to do some repairs to the Bridge Street Bridge to maintain it. She indicated they were also given some county dollars for County Bridge Aid that is a match to help with the project.

Rasmussen explained when engineering put out the bids they asked for a couple of alternatives to extend the life of the bridge because a new bridge deck is \$6 million. The recommended alternative is to shift some funds to a different line item so they can undertake the concrete repair and extend the life of the bridge 10 to 15 years.

Allen Wesolowski, Engineering, stated the bridge was constructed in 1987 and there hasn't been a major rehab project on the bridge since then. DPW does sweeping and cleaning every year and crack sealing, but no major overlays. In 2018 a pedestrian rail was added to the north side of the bridge for bicycle safety and painted the rail on the south side. He indicated the base bid in this project is going to be to replace the expansion joint on each end of the bridge and in the middle, as well as hammer out the delaminated concrete and put new concrete. Then there will be a polymer overlay, which is an epoxy overlay with sand to protect the deck. He indicated Kickbusch is under construction currently and under budget, so they propose to shift the money from that project for this one.

Motion by Ryan, second by Herbst to approve the 2020 budget modification for the Bridge Street Bridge repair project. Motion carried 5-0.

Adjourn

Motion by Herbst, second by Ryan to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 5:45 pm.

TERMINATION OF AIRPORT GROUND LEASE

THIS TERMINATION OF AIRPORT GROUND LEASE, made this _____ day of _____, 2020, by and between Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger, Wausau, Wisconsin 54403 ("Tenant"), and the City of Wausau, Wisconsin, a Wisconsin municipal corporation ("City"), is intended to terminate all rights and obligations of the Tenant and the City with respect to that certain Airport Ground Lease between Tenant and the City of Wausau dated March 13, 2018 (the "Lease").

WITNESSETH:

WHEREAS, the Tenant and City entered into an Airport Ground Lease ("Lease"), a copy of which is attached hereto as Exhibit 1, with respect to certain real property located at the Wausau Downtown Airport, in Wausau, Wisconsin, with the legal description of:

Part of the Northeast ¼ of the Northeast ¼, Section 11, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Northeast ¼; thence S 89° 39' 20" E, along the North line of said Northeast ¼, 2586.34 feet to the Northeast corner of said Section 11; thence S 19°00'00" W, 440 feet to the point of beginning;

Thence S 00°02'30" E, 60 feet; thence S 89°57'30" W, 60 feet; thence N 00°02'30" W, 60 feet; thence N 89°57'30" E, 60 feet to the point of beginning.

Said real property is also described in Exhibit A to such Airport Ground Lease ("Premises"); and

WHEREAS, the Tenant assumed ownership of the buildings and improvements constructed for the storage of aircraft and other aeronautical purposes pursuant to such Lease; and

WHEREAS, the Tenant now desires to transfer his interest in the Hangar and Premises to Merchant Property Investment LLC, 9080 S County Road K, Merrill, WI 54452, LLC, a Wisconsin limited liability company; and

WHEREAS, Merchant Property Investment LLC desires to enter into a separate Airport Ground Lease for the Premises with the City; and

WHEREAS, the Tenant and the City wish to terminate the Lease upon the terms set forth below in order to facilitate the transfer of the Hangar to and execution of a new Ground Lease with Merchant Property Investment LLC.

NOW, THEREFORE, in consideration of the premises set forth above, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of Lease. Tenant and City hereby agree that upon the execution of a Ground Lease by Merchant Property Investment LLC with the City of Wausau and approval of same by the City of Wausau Common Council for the Premises for a twenty year term at \$296.97 per year, with an annual adjustment to reflect the change in the Consumer Price Index from September 30 the previous year, the instant Lease between Tenant and City shall automatically terminate and be of no further effect. If, however, a Ground Lease between the City and Merchant Property Investment LLC is not executed and approved by the City of Wausau Common Council, the Tenant's interest in the Ground Lease in Exhibit A will continue according to its terms and the Tenant shall continue to be bound thereby.

2. Release. Except as otherwise provided herein, Tenant and City expressly forever release and discharge each other, their heirs, administrators, executors, successors and assigns, employees, agents, and representatives (collectively "Released Parties") from, against, and with respect to any and all liabilities and obligations, claims, demands, actions, or judgments of whatever kind or nature, which either party ever had, now has, or may hereafter have against the Released Parties, arising contemporaneously with, prior to, or following the date of this Termination of Lease Agreement on account of, arising out of, or with respect to the Lease.

3. Governing Law. This Termination shall be governed by and construed under the laws of the State of Wisconsin.

4. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused an authorized representative to execute and deliver this Agreement as of the date first set forth above.

TENANT: Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger

BY _____

NAME _____

ITS _____

CITY OF WAUSAU

Katie Rosenberg, Mayor

Leslie M. Kremer, City Clerk

[illegible]

Personally came before me this ____ day of _____, 2020, the above-named Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My commission:

[illegible]

Personally came before me this ____ day of _____, 2020, the above-named Katie Rosenberg, Mayor, and Leslie M. Kremer, City Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My commission:

This instrument was drafted by Nathan Miller,
Assistant City Attorney for the City of Wausau

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered in this 13th day of March, 2018, by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger, Wausau., Wisconsin 54403, hereinafter referred to as "TENANT;"

WITNESSETH:

WHEREAS, CITY owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport, hereinafter referred to as "Airport"; and

WHEREAS, the City of Wausau and Bill Knutson have entered into an Airport Ground Lease dated April 18, 2011, described in "Exhibit A," hereinafter referred to as "Parcel," and TENANT wishes to assume ownership of the buildings and improves constructed thereon for the storage of aircraft and other aeronautical purposes as described herein;

NOW, THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, CITY and TENANT agree as follows:

1. Premises. CITY hereby leases to TENANT the Parcel described in "Exhibit A," attached hereto.

Any and all improvements constructed or maintained on the Parcel, now and in the future, must meet all applicable state and local building codes, and shall be approved by CITY. All improvements together with the Parcel are collectively referred to herein as "Premises." TENANT shall use the improvements and premises for aeronautical purposes in accordance with the provisions of paragraph 32.

2. Lease Fees. TENANT shall pay to CITY for the lease of the Parcel \$296.97 per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased Premises meters for all utilities to be used on the leased Premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

5. Improvements. TENANT shall not make any structural alterations, additions or improvements to the building or Premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction currently existing on the Premises and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and Premises that TENANT desires in order to conduct its operations on the Premises.

6. Compliance with Laws. TENANT shall at all times comply with the Airport rules and regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures, now in existence or as may be hereafter modified and amended, applicable to the specific type of operation contemplated by it. TENANT shall procure and maintain during the term of this agreement all licenses, permits, and other similar authorizations required for the conduct of its aircraft operations.

7. Liens. TENANT agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished for the leased Premises. TENANT shall not permit any liens to be placed against the leased Premises on account of labor performed or material furnished; and in the event such a lien is placed against the leased Premises, TENANT agrees to save CITY harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

8. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the airport, as it sees fit regardless of the desires or views of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

9. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of any such agreement with the United States Government be to take the leased Premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease agreement and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased Premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the Airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

11. Restrictions on Obstructions. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of CITY, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

12. Assignment. Subject to paragraph 25, TENANT shall not assign its rights and obligations under this lease agreement nor assign any part of the leased Premises to a third party, but may sublet the leased Premises to a third party without CITY approval, provided that the leased Premises is used solely for aircraft storage.

13. Automobile Parking Lot. TENANT and TENANT's guests may use the parking lot area along with other members of the public and individuals utilizing the Airport.

14. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

15. Insurance. TENANT shall maintain on the Premises and its improvements fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than \$1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

16. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action 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 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 TENANT's operations on the demised Premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised Premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, 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 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 TENANT's operations on the demised Premises or on any premises owned by CITY and adjacent

thereto and/or as a result of and/or due to the presence of TENANT on the demised Premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

18. Rights in Common with Others. TENANT shall have the right, in common with others authorized so to do, to use all common areas of Airport, including runways, taxiways, aprons, roadways, parking lots, and any other common areas.

19. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an Airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

20. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the Premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the Premises without advance notice to TENANT.

21. Acceptance of Premises. TENANT, by the execution of this Agreement, represents that it has inspected Airport, the leased Parcel and Premises, and that it accepts the condition of the same as they now exist, and fully assumes all risks incident to the use thereof.

22. Outside Storage and Removal of Trash. TENANT will not store in a location susceptible to view by the public, any equipment, materials, supplies, or damaged or partially dismantled aircraft or other vehicles on the leased or adjacent premises. Any screens or other devices used to keep equipment, materials or supplies from view shall be subject to prior consent by CITY.

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased Premises and agrees not to deposit any trash, garbage or debris on any part of Airport or the leased Premises except temporarily in connection with collection or removal of the same.

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased Premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the

costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

24. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased premises.

25. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the leased Premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

26. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased Premises at no cost to the CITY. TENANT shall restore leased Premises to orderly condition.

B. At TENANT'S option, all buildings and improvements located on the leased Premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the Premises from the CITY, upon terms acceptable to CITY.

27. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased Premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel

this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon Premises and building and, at its option, commence an action to take title.

28. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased Premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

29. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

30. TENANT shall pay to CITY real estate taxes on the building and other improvements, as "Building on Leased Land."

31. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT: Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger
1540 Green Vista Drive
Wausau, WI 54403

If to CITY: City Clerk
407 Grant Street
Wausau, WI 54403

32. Hangar Use.

A. The hangar shall be used for aeronautical purposes which include:

(i.) Storage of active aircraft;

- (ii.) Final assembly of aircraft under construction;
- (iii.) Non-commercial construction of amateur-built or kit-built aircraft;
- (iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
- (v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

B. Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

- (i.) Impede the movement of aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- (ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- (iii.) Impede access to aircraft or other aeronautical contents of the hangar;
- (iv.) Are used for the conduct of a non-aeronautical business;
- (v.) Are stored in violation of airport rules and regulations, building codes or local ordinances.

C. Hangars shall not be used as a residence.

33. Termination of Prior Ground Lease. This Lease is contingent upon and shall not be effective until execution of that certain Termination of Airport Ground Lease by and between the City of Wausau and Bill Knutson and approval thereof by the City of Wausau Common Council for these same Premises described in Exhibit A hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day
of _____, 2018.

CITY:

CITY OF WAUSAU

BY Robert B Mielke
Robert B. Mielke, Mayor

BY Toni Rayala
Toni Rayala, Clerk

TENANT:

BY Patrick Wallschlaeger
Patrick a/k/a Pat Wallschlaeger

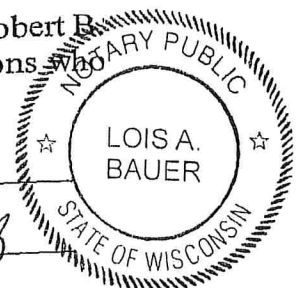
TENANT:

BY Jeanne Wallschlaeger
Jeanne Wallschlaeger

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 8th day of June, 2018, the above-named Robert B. Mielke, Mayor, and Toni Rayala, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lois A. Bauer
Notary Public, Wisconsin
My commission: 5/20/22

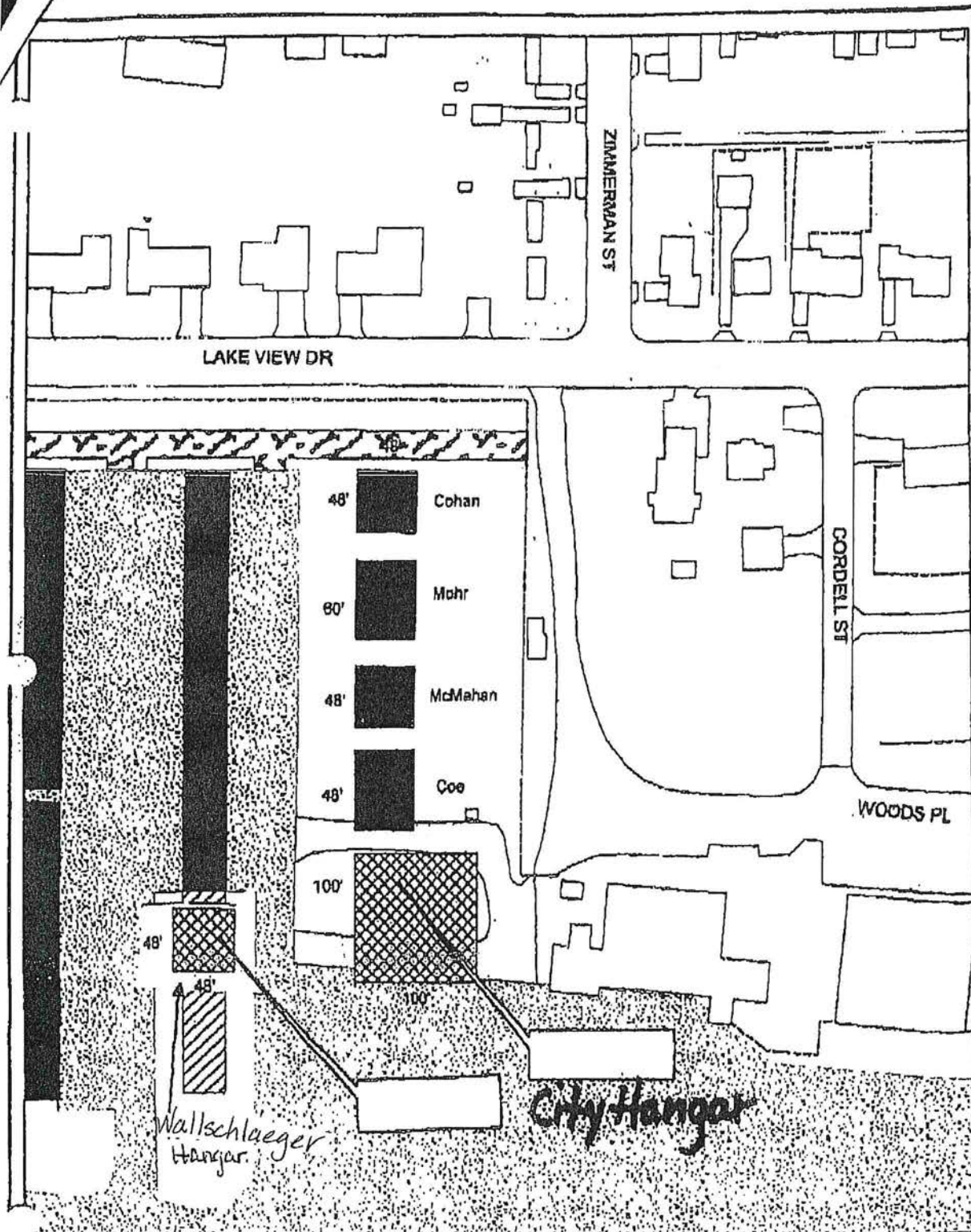


STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 13th day of March, 2018, the above-named Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Geri Kay Kottke
Notary Public, Wisconsin
My commission: 2-20-21

This instrument was drafted by Tara G. Alfonso,
Assistant City Attorney for the City of Wausau.



1. This map is a reproduction of the original map as shown to the City of Wausau. It is not a survey map and should not be used for legal purposes. It is for informational purposes only.



City of Wausau
Marathon County Wisconsin



Map Location



AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Merchant Property Investment LLC, a Wisconsin limited liability company, 9080 S County Road K, Merrill, WI 54452, hereinafter referred to as "TENANT;"

WITNESSETH:

WHEREAS, CITY owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport, hereinafter referred to as "Airport;" and

WHEREAS, the City of Wausau and Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger have entered into an Airport Ground Lease dated March 13, 2018, for certain real property with the legal description of:

Part of the Northeast ¼ of the Northeast ¼, Section 11, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Northeast ¼; thence S 89° 39' 20" E, along the North line of said Northeast ¼, 2586.34 feet to the Northeast corner of said Section 11; thence S 19°00'00" W, 440 feet to the point of beginning;

Thence S 00°02'30" E, 60 feet; thence S 89°57'30" W, 60 feet; thence N 00°02'30" W, 60 feet; thence N 89°57'30" E, 60 feet to the point of beginning.

Said real property is also described in "Exhibit A," hereinafter referred to as "Parcel," and TENANT wishes to assume ownership of the buildings and improvements constructed for the storage of aircraft and other aeronautical purposes as described herein;

NOW, THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, CITY and TENANT agree as follows:

1. Premises. CITY hereby leases to TENANT the Parcel described in "Exhibit A," attached hereto.

Any and all improvements constructed or maintained on the Parcel, now and in the future, must meet all applicable state and local building codes, and shall be approved by CITY. All improvements together with the Parcel are collectively referred to herein as "Premises." TENANT shall use the improvements and Premises for aeronautical purposes in accordance with the provisions of paragraph 34.

2. Lease Fees. TENANT shall pay to CITY for the lease of the Parcel \$296.97 per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. (Taxes shall reflect the improvements as of

the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased Premises meters for all utilities to be used on the leased Premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

5. Improvements. TENANT shall not make any structural alterations, additions or improvements to the building or Premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction currently existing on the Premises and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and Premises that TENANT desires in order to conduct its operations on the Premises.

6. Compliance with Laws. TENANT shall at all times comply with the Airport rules and regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures, now in existence or as may be hereafter modified and amended, applicable to the specific type of operation contemplated by it. TENANT shall procure and maintain during the term of this agreement all licenses, permits, and other similar authorizations required for the conduct of its aircraft operations.

7. Liens. TENANT agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished for the leased Premises. TENANT shall not permit any liens to be placed against the leased Premises on account of labor performed or material furnished; and in the event such a lien is placed against the leased Premises, TENANT agrees to save CITY harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

8. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the Airport, as it sees fit regardless of the desires or views of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

9. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the

operation or maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of any such agreement with the United States Government be to take the leased Premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease agreement and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased Premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the Airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

11. Restrictions on Obstructions. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of CITY, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

12. Assignment. Subject to paragraph 25, TENANT shall not assign its rights and obligations under this lease agreement nor assign any part of the leased Premises to a third party, but may sublet the leased Premises to a third party without CITY approval, provided that the leased Premises is used solely for aircraft storage.

13. Automobile Parking Lot. TENANT and TENANT's guests may use the parking lot area along with other members of the public and individuals utilizing the Airport.

14. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

15. Insurance. TENANT shall maintain on the Parcel and Premises fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than \$1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

16. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action 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 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 TENANT's operations on the demised Premises or on any premises owned by CITY and adjacent thereto

and/or as a result of and/or due to the presence of TENANT on the demised Premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, 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 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 TENANT's operations on the demised Premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised Premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

18. Rights in Common with Others. TENANT shall have the right, in common with others authorized so to do, to use all common areas of Airport, including runways, taxiways, aprons, roadways, parking lots, and any other common areas.

19. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

20. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the Premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the Premises without advance notice to TENANT.

21. Acceptance of Premises. TENANT, by the execution of this Agreement, represents that it has inspected Airport and the leased Parcel and Premises, and that it accepts the condition of the same as they now exist, and fully assumes all risks incident to the use thereof.

22. Outside Storage and Removal of Trash. TENANT will not store in a location susceptible to view by the public, any equipment, materials, supplies, or damaged or partially dismantled aircraft or other vehicles on the leased or adjacent premises. Any screens or other

devices used to keep equipment, materials or supplies from view shall be subject to prior consent by CITY.

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased Premises and agrees not to deposit any trash, garbage or debris on any part of Airport or the leased Premises except temporarily in connection with collection or removal of the same.

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased Premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

24. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased Premises.

TENANT shall not permit any security code provided by CITY to TENANT to be provided to any other person unless such person has been identified to and approved in advance by LANDLORD, or is an authorized employee of TENANT. Any guest or passenger of TENANT shall be personally escorted by the TENANT, or an authorized employee of TENANT, into and out of security gates of the Airport security fence.

25. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the leased Premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

26. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased Premises at no cost to the CITY. TENANT shall restore leased Premises to orderly condition.

B. At TENANT's option, all buildings and improvements located on the leased Premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to

purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the Premises from the CITY, upon terms acceptable to CITY.

27. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased Premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon Premises and building and, at its option, commence an action to take title.

28. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased Premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

29. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

30. TENANT shall pay to CITY real estate taxes on the building and other improvements, as "Building on Leased Land."

31. Motor Vehicle Parking. TENANT may park motor vehicles inside the hangar or outside the hangar in an area that will not impede access to other hangars or block aircraft from safely using the taxi-lane to taxi. Long term parking of vehicles or trailers outside the hangar is not permitted.

32. Visitors. TENANT shall be responsible for and cause TENANT's passengers, guests or employees to act in a manner that will not disturb other users of the Airport and to pay all reasonable charges for maintenance and repair of damages to the leased premises or Airport caused by TENANT or TENANT's passengers, guests or employees.

33. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT: Merchant Property Investment LLC
9080 S County Road K
Merrill, WI 54452
Attn: Edward Merchant, Registered Agent

If to CITY: City Clerk
407 Grant Street
Wausau, WI 54403

34. Hangar Use.

A. The hangar shall be used for aeronautical purposes which include:

- (i.) Storage of active aircraft;
- (ii.) Final assembly of aircraft under construction;
- (iii.) Non-commercial construction of amateur-built or kit-built aircraft;
- (iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
- (v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

B. Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

- (i.) Impede the movement of aircraft in and out of the hangar or impede access to

- aircraft or other aeronautical contents of the hangar;
- (ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
 - (iii.) Impede access to aircraft or other aeronautical contents of the hangar;
 - (iv.) Are used for the conduct of a non-aeronautical business;
 - (v.) Are stored in violation of airport rules and regulations, building codes or local ordinances.

C. Hangars shall not be used as a residence.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused an authorized representative to execute and deliver this Agreement as of the date first set forth above.

CITY:

CITY OF WAUSAU

BY _____
Katie Rosenberg, Mayor

BY _____
Leslie M. Kremer, Clerk

TENANT:

Merchant Property Investment, LLC

BY _____
Edward Merchant
Its: Sole Member

[illegible]

Personally came before me this _____ day of _____, 2020, the above-named Katie Rosenberg, Mayor, and Leslie M. Kremer, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My commission: _____

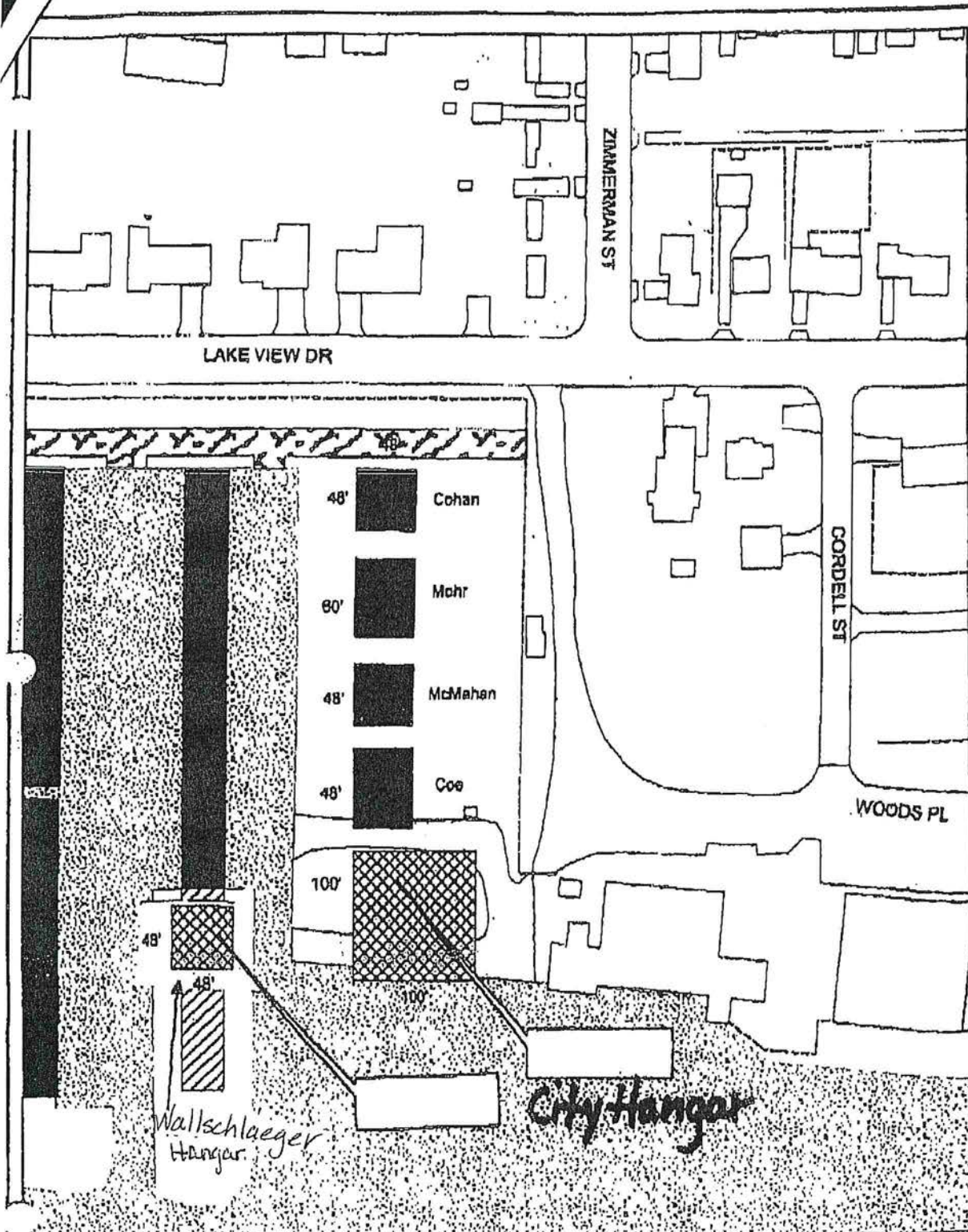
[illegible]

This instrument was acknowledged before me on this ____ day of _____, 2020, by _____ as _____ of Merchant Property Investment, LLC.

Notary Public, Wisconsin

My commission:

This instrument was drafted by Nathan Miller,
Assistant City Attorney for the City of Wausau.



1. The City of Wausau is a member of the Wisconsin League of Cities and Towns. The City of Wausau is a member of the Wisconsin League of Cities and Towns. The City of Wausau is a member of the Wisconsin League of Cities and Towns.



City of Wausau
Marathon County Wisconsin



Map Location



Airport Manager Memo 05/19/2020

Re: Wausau Flying Service request to use federal CARES funding (Corona Virus Aid Relief And Economic Security) to forgive Wausau Flying Service rent, utility, and fuel flow fees during the Wisconsin Stay At Home Order, and consider use the remainder toward the purchase of a front end loader for snow removal.

The Wausau Downtown Airport is receiving \$30,000 from the federal government. CARES funding can be used for "operational needs and development project opportunities".

Wausau Flying Service (WFS) experienced a dramatic downturn in business during Wisconsin's "Stay at Home" order. WFS cut staffing to three employees during the Wisconsin Stay at Home Order (WSHO) which lasted from March 13th through May 13th. During WSHO all our full-time employees were fully compensated while staying at home. WFS received federal PPP money to help with payroll. But this does not make up for the loss of revenue to compensate for operational expenditures.

WFS has not performed flight instruction and aircraft rental since March 13th and fuel revenue is currently down 62% for the month of April. Year-to-date fuel flow volume decreased from being up 14% for 2020 in March, to being down 9% through April. Our pilot service business is operating at 30% capacity.

All summer big revenue events have been canceled for 2020 including the Balloon Rally, AirVenture, AirVenture Cup Race, the National Ercoupe Convention, Hamburger Night, and all area fly-ins and airshows. The revenue shortfall has been difficult to say the least and is likely to last through the summer of 2020. Our company does 75% of it's business from June through September.

To assist with expense relief, Wausau Flying Service is requesting forgiveness for rent, utilities (electric, gas, water), and fuel flow fees for at least the duration of the WSHO effective period. Included in this memo is documentation of our share of these bills to the City.

The Wisconsin Bureau of Aeronautics has confirmed that CARES funding can be used to compensate the City for the rent, utility, and fuel flow fee shortfall. Below is the amount requested from the CARES funding:

The "Stay at Home" order was in effect March 16 - May 13

March 16-30

Rent:	\$592.48
Utilities:	\$369.23
Fuel Flow: 6596.03 gallons X .12 =	\$791.40

April	
Rent:	\$1147.81
Utilities:	\$706.37
Fuel Flow:	\$755.52

May 1-13	
Rent:	\$481.39
Utilities (estimated*):	\$350.00
Fuel Flow:	5679.05 gallons X .12 = \$681.40

total request CARES reimbursement request: \$5875.60

* utilities for the May 1-13 is an estimate and cannot be specified until all utility bills are issued for the month of May.

I recommend the remaining \$24,123.40 be invested in development project opportunities (FAA term). This funding should be used as a down payment for a front end loader for snow removal at the airport.

The last two winters the airport has operated a leased Caterpillar front end load and plow for snow removal from November through May. This equipment then returns to the dealer. This equipment replaced the truck that was previously used in the same capacity. The truck could barely do the job and took three times the labor to complete the work. The water content of the snow falls the last two winters wouldn't allow a truck to do the work on at least 3 occasions. Without a front end loader the airport would need to be closed for a period of days each time. Efficient snow removal is a requirement for the FAA funding we used to fund 95% of capital projects at the airport.

Airport management recommends purchase of a front end loader with plow that the City Airport will own. The equipment will be used exclusively for snow removal at the airport. My hope would also be to negotiate a service program with the purchase to relieve the City of Wausau vehicle maintenance department of that burden. Purchasing our own front end loader will be an asset investment, eliminating the annual 6-month lease cost of a front end loader.

Using CARES money to fund the purchase requires the airport to follow FAA and City equipment purchase guidelines. Included in this packet is an estimated cost for the front end loader that we leased for the 2019/2020 winter season.

DETAILED LISTING BY STATE, CITY AND AIRPORT**Detailed Listing By State, City And Airport** (with airport categories)**Service Level:** P=Primary, CS=Nonprimary Commercial Service, R=Reliever, GA=General Aviation**Hub Type:** L=Large, M=Medium, S=Small, N=Nonhub

State	Service Level	Hub Type	Role	City	Airport Name	LOC_ID	Grand Totals
WI	GA		Local	Amery	Amery Municipal	AHH	\$30,000
WI	GA		Basic	Antigo	Langlade County	AIG	\$20,000
WI	P	N	---	Appleton	Appleton International	ATW	\$14,962,538
WI	GA		Local	Ashland	John F Kennedy Memorial	ASX	\$30,000
WI	GA		Regional	Baraboo	Baraboo-Wisconsin Dells Regional	DLL	\$69,000
WI	GA		Local	Black River Falls	Black River Falls Area	BCK	\$30,000
WI	GA		Local	Boscobel	Boscobel	OVS	\$30,000
WI	GA		Basic	Boyceville	Boyceville Municipal	3T3	\$20,000
WI	R		Regional	Brookfield	Capitol	02C	\$69,000
WI	GA		Basic	Burlington	Burlington Municipal	BUU	\$20,000
WI	GA		Unclassified	Cable	Cable Union	3CU	\$1,000
WI	GA		Local	Clintonville	Clintonville Municipal	CLI	\$30,000
WI	GA		Basic	Crandon	Crandon/Steve Conway Municipal	Y55	\$20,000
WI	GA		Basic	Crivitz	Crivitz Municipal	3D1	\$20,000
WI	GA		Local	Cumberland	Cumberland Municipal	UBE	\$30,000
WI	GA		Local	Eagle River	Eagle River Union	EGV	\$30,000
WI	GA		Local	East Troy	East Troy Municipal	57C	\$30,000
WI	P	N	---	Eau Claire	Chippewa Valley Regional	EAU	\$6,821,859
WI	GA		Local	Ephraim	Ephraim-Gibraltar	3D2	\$30,000
WI	GA		Regional	Fond du Lac	Fond du Lac County	FLD	\$69,000
WI	GA		Local	Fort Atkinson	Fort Atkinson Municipal	61C	\$30,000
WI	GA		Local	Friendship	Adams County Legion Field	63C	\$30,000
WI	GA		Basic	Grantsburg	Grantsburg Municipal	GTG	\$20,000
WI	P	N	---	Green Bay	Green Bay-Austin Straubel International	GRB	\$7,951,770
WI	GA		Local	Hartford	Hartford Municipal	HXF	\$30,000
WI	GA		Local	Hayward	Sawyer County	HYR	\$30,000
WI	GA		National	Janesville	Southern Wisconsin Regional	JVL	\$157,000
WI	GA		Regional	Juneau	Dodge County	UNU	\$69,000
WI	R		Regional	Kenosha	Kenosha Regional	ENW	\$69,000
WI	P	N	---	La Crosse	La Crosse Regional	LSE	\$1,766,727
WI	GA		Basic	La Pointe	Major Gilbert Field	4R5	\$20,000
WI	GA		Local	Ladysmith	Rusk County	RCX	\$30,000
WI	GA		Basic	Lancaster	Lancaster Municipal	73C	\$20,000
WI	GA		Local	Land O'Lakes	Kings Land O' Lakes	LNL	\$30,000
WI	GA		Local	Lone Rock	Tri-County Regional	LNR	\$30,000
WI	P	S	---	Madison	Dane County Regional-Truax Field	MSN	\$14,746,665
WI	GA		Local	Manitowish Waters	Manitowish Waters	D25	\$30,000
WI	GA		Local	Manitowoc	Manitowoc County	MTW	\$30,000
WI	GA		Local	Marshfield	Marshfield Municipal	MFI	\$30,000
WI	GA		Basic	Medford	Taylor County	MDZ	\$20,000
WI	GA		Local	Menomonie	Menomonie Municipal-Score Field	LUM	\$30,000
WI	GA		Local	Merrill	Merrill Municipal	RRL	\$30,000
WI	GA		Regional	Middleton	Middleton Municipal - Morey Field	C29	\$69,000

WI	P	M	---	Milwaukee	General Mitchell International	MKE	\$29,029,159
WI	R		Regional	Milwaukee	Lawrence J Timmerman	MWC	\$69,000
WI	GA		Local	Mineral Point	Iowa County	MRJ	\$30,000
WI	GA		Local	Monroe	Monroe Municipal	EFT	\$30,000
WI	P	N	---	Mosinee	Central Wisconsin	CWA	\$3,881,225
WI	GA		Local	Neillsville	Neillsville Municipal	VIQ	\$30,000
WI	GA		Local	New Holstein	New Holstein Municipal	8D1	\$30,000
WI	GA		Local	New Lisbon	Mauston-New Lisbon Union	82C	\$30,000
WI	GA		Local	New Richmond	New Richmond Regional	RNH	\$30,000
WI	GA		Local	Oconto	Oconto-J Douglas Bake Municipal	OCQ	\$30,000
WI	GA		Local	Osceola	L O Simenstad Municipal	OEO	\$30,000
WI	GA		Regional	Oshkosh	Wittman Regional	OSH	\$69,000
WI	GA		Local	Palmyra	Palmyra Municipal	88C	\$30,000
WI	GA		Basic	Park Falls	Park Falls Municipal	PKF	\$20,000
WI	GA		Local	Phillips	Price County	PBH	\$30,000
WI	GA		Local	Platteville	Platteville Municipal	PVB	\$30,000
WI	GA		Local	Portage	Portage Municipal	C47	\$30,000
WI	GA		Basic	Prairie du Chien	Prairie Du Chien Municipal	PDC	\$20,000
WI	GA		Unclassified	Prairie du Sac	Sauk-Prairie	91C	\$1,000
WI	R		Regional	Racine	Batten International	RAC	\$69,000
WI	GA		Local	Reedsburg	Reedsburg Municipal	C35	\$30,000
WI	P	N	---	Rhineland	Rhineland-Oneida County	RHI	\$1,100,712
WI	GA		Local	Rice Lake	Rice Lake Regional - Carl's Field	RPD	\$30,000
WI	GA		Local	Richland Center	Richland	93C	\$30,000
WI	GA		Local	Shawano	Shawano Municipal	EZS	\$30,000
WI	GA		Regional	Sheboygan	Sheboygan County Memorial	SBM	\$69,000
WI	GA		Basic	Shell Lake	Shell Lake Municipal	SSQ	\$20,000
WI	GA		Local	Siren	Burnett County	RZN	\$30,000
WI	GA		Basic	Solon Springs	Solon Springs Municipal	OLG	\$20,000
WI	GA		Local	Sparta	Sparta/Fort McCoy	CMY	\$30,000
WI	GA		Regional	Stevens Point	Stevens Point Municipal	STE	\$69,000
WI	GA		Local	Sturgeon Bay	Door County Cherryland	SUE	\$30,000
WI	GA		Local	Superior	Richard I Bong	SUW	\$30,000
WI	GA		Local	Tomahawk	Tomahawk Regional	TKV	\$30,000
WI	GA		Local	Viroqua	Viroqua Municipal	Y51	\$30,000
WI	GA		Basic	Washington Island	Washington Island	2P2	\$20,000
WI	GA		Regional	Watertown	Watertown Municipal	RYV	\$69,000
WI	R		National	Waukesha	Waukesha County	UES	\$157,000
WI	GA		Local	Waupaca	Waupaca Municipal	PCZ	\$30,000
WI	GA		Local	Wausau	Wausau Downtown	AUW	\$30,000
WI	GA		Local	Wautoma	Wautoma Municipal	Y50	\$30,000
WI	R		Regional	West Bend	West Bend Municipal	ETB	\$69,000
WI	GA		Local	Wisconsin Rapids	Alexander Field South Wood County	ISW	\$30,000
WI	GA		Local	Woodruff	Lakeland/Noble F Lee Memorial Field	ARV	\$30,000

CARES Act Stimulus Funds for Airports

Dear Airport Sponsor,

In preparation for the upcoming Coronavirus Aid, Relief, and Economic Security (CARES) Act Airport Grant (Coronavirus Stimulus) Program, the Wisconsin Department of Transportation - Bureau of Aeronautics (BOA) is sharing the most up to date information we have in order to quickly and efficiently distribute the funds that have been allocated. For general information on the program, please visit https://www.faa.gov/airports/cares_act/. Within this email, there are two specific requests required of all NPIAS airports.

The airport grant portion of the CARES Act, has been established to assist airports with both operational needs and capital improvement programs. It is important to note that, while these programs may mirror the traditional Airport Improvement Program (AIP) from a financial processing standpoint, the eligible airports, eligible expenses, and processes will vary. This communication will focus primarily on the Operation and Maintenance Grant.

General Aviation Operation and Maintenance Grant

This grant is intended to stabilize airport operational needs. Funds have been allocated by Federal Aviation Administration (FAA) headquarters based on a formula that included ASSET Study airport classification and ranges from \$1,000 to \$157,000 per general aviation airport. Primary airports are receiving funds based on a separate formula to be administered by FAA.

These funds are available to cover any cost for which airport funds can traditionally be used per the FAA Revenue Use Policy. This is not the same thing as an eligible cost under AIP, which is much narrower than the FAA Revenue Use Policy. For more information on the FAA Revenue Use Policy, go to [govinfo.gov/content/pkg/FR-1999-02-16/pdf/99-3529.pdf](https://www.govinfo.gov/content/pkg/FR-1999-02-16/pdf/99-3529.pdf).

These funds can be used for operational needs like salaries, utilities, debt, and other similar items. The intent is to relieve any operational costs incurred since January 20, 2020, extending until the grant amount is fully utilized.

BOA encourages each sponsor to use these funds solely for operational needs, to expedite the distribution of funds. However, capital development is also eligible under the program. Please be aware that all traditional AIP project requirements (NEPA clearance, construction safety phasing, Buy American, etc.) will remain and need to be addressed prior to subgrant award, should you choose to use your Operation and Maintenance Grant for development purposes. This will be a slower process given the emphasis and intent of the CARES Act funding.

Procedurally, these funds will be administered by the BOA in a manner similar to the existing block grant program.

Primary Airport Grants

BOA's State Block Grant role regarding the primary airports' CARES Act grant is currently under discussion at the federal and state level at this time. Additional information on these grants will be forthcoming.

To expedite distributing your Operation and Maintenance Grant, every airport that is a part of the National Plan of Integrated Airport Systems (NPIAS) needs to contact their BOA Aeronautics project manager by close of business on Monday, May 11, 2020 (project manager list and Fund Allocation Table attached).

In your communication to your BOA project manager, please use this format and enter/submit your information in the highlighted locations:

1. (Airport) has been allocated \$X under the CARES Act. We (INTEND or DO NOT INTEND) to request this funding.
2. If you intend to receive the funding, you plan to use these funds for (Select One):
 - 1) Operational needs only (salary, utilities, debt, etc.)
 - 2) Operational needs and development project opportunities
 - 3) Development project opportunities only
3. If any development is planned, please indicate that you acknowledge the traditional airport development requirements (petition process/agency agreement complete, environmental clearance, construction safety phasing, air spacing, etc.). All are still required. Include a description of the project you desire to accomplish:

It remains BOA's intent to distribute these funds as quickly as possible. A response from every National Plan of Integrated Airport Systems (NPIAS) airport to BOA staff remains critical for finalization of an overall grant application from BOA to the FAA for the Operations and Maintenance funds. For airports requesting Operations and Maintenance funds, an agency agreement will need to be in place for BOA to apply for the Operations and Maintenance block grant funding. Once BOA applies for and receives the Operational Grant Funds from the FAA, the follow steps will need to occur:

1. Invoices, payroll summaries, or other financial documents supporting the grant request will be required for any Operations and Maintenance Grant. Those documents will be submitted to your BOA project manager for processing and payment. If development is planned to be utilized, additional information is needed and may delay the processing of your CARES Act funding.
2. Maintain all documentation that supports your utilization of the grant. It is highly anticipated that an audit of these funds and their use will occur.

3. The process for grant closeout has not yet been finalized. As that information is developed and provided, it will be shared.

Again, please respond for your airport with answers to the three questions above by the close of business on **Monday, May 11, 2020.**

Sincerely,

Matt Malicki
Airport Engineering Section Chief
Wisconsin Bureau of Aeronautics

Attachments:

BOA Project Manager List
Fund Allocation Table
CARES Act Operations and Maintenance Agency Agreement

Airport	Associated City – DOT Region	Project Manager	County
Adams County Legion Field (63C)	Friendship – NC	Josh Holbrook	Adams
Alexander Field-South Wood Co. (ISW)	Wisconsin Rapids NC	Matt Messina	Wood
Amery Municipal (AHH)	Amery – NW	Andy Trimble	Polk
Appleton International (ATW)	Appleton – NE	Andy Trimble	Outagamie
Baraboo-Wisconsin Dells (DLL)	Baraboo / WI Dells	Kim Kaarto	Sauk
Barron Municipal (9Y7)	Barron – NW	Lucas Ward	Barron
Batten International Airport (RAC)	Racine – SE	Gayle Stearn	Racine
Black River Falls (BCK)	Black River Falls NW	Kim Kaarto	Jackson
Bloyer Field (Y72)	Tomah – SW	Stacey Miller	Monroe
Boscobel (OVS)	Boscobel – SW	Josh Holbrook	Grant
Boyceville Municipal (3T3)	Boyceville – NW	Kim Kaarto	Dunn
Burlington Municipal (BUU)	Burlington – SE	Wendy Hottenstein	Racine
Burnett County (RZN)	Siren – NW	Josh Holbrook	Burnett
Cable Union (3CU)	Cable – NW	Matt Messina/Mark Graczykowski	Bayfield
Capitol Drive (02C)	Brookfield – SE	Gayle Stearn/Mark Graczykowski	Waukesha
Cassville Municipal (C74)	Cassville – SW	Josh Holbrook	Grant
Central Wisconsin (CWA)	Mosinee – NC	Lucas Ward	Marathon
Chetek Municipal - Southworth (Y23)	Chetek – NW	Matt Messina	Barron
Chippewa Valley Regional (EAU)	Eau Claire – NW	Josh Holbrook/Mark Graczykowski	Chippewa
Clintonville Municipal (CLI)	Clintonville – NC	Corbin Montgomery/Kim Kaarto	Waupaca
Crandon/Steve Conway Municipal (Y55)	Crandon – NC	Stacey Miller	Forest
Crivitz Municipal (3D1)	Crivitz – NE	Stacey Miller	Marinette
Cumberland Municipal (UBE)	Cumberland – NW	Stacey Miller	Barron
Dane County Regional (MSN)	Madison – SW	Matt Messina	Dane
Dodge County (UNU)	Juneau – SW	Lucas Ward	Dodge
Door County Cherryland (SUE)	Sturgeon Bay- NE	Gayle Stearn	Door
Eagle River Union (EGV)	Eagle River – NC	Matt Messina	Vilas
East Troy Municipal (57C)	East Troy – SE	Andy Trimble	Walworth
Ephraim-Fish Creek (3D2)	Ephraim – NE	Gayle Stearn	Door
Fond du Lac County (FLD)	Fond du Lac – NE	Lucas Ward	Fond Du Lac
Fort Atkinson Municipal (61C)	Fort Atkinson – SW	Kim Kaarto	Jefferson
General Mitchell International (MKE)	Milwaukee – SE	Wendy Hottenstein	Milwaukee
Gogebic-Iron County, MI (IWD)	Ironwood -	Matt Messina	
Green Bay - Austin Straubel International (GRB)	Green Bay – NE	Josh Holbrook	Brown
Grantsburg Municipal (GTG)	Grantsburg – NW	Matt Messina	Burnett
Hartford Municipal (HXF)	Hartford – SE	Matt Messina	Washington
Iowa County (MRJ)	Mineral Point – SW	Josh Holbrook	Iowa
John F. Kennedy Memorial (ASX)	Ashland – NW	Gayle Stearn	Ashland
Kenosha Regional (ENW)	Kenosha – SE	Wendy Hottenstein	Kenosha
King s Land O Lakes (LNL)	Land O' Lakes – NC	Stacey Miller/Mark Graczykowski	Vilas
L. O. Simenstad Municipal (OEO)	Osceola – NW	Gayle Stearn	Polk
La Crosse Regional Airport (LSE)	La Crosse – SW	Wendy Hottenstein	La Crosse
Lakeland / Noble F. Lee Mem Fld (ARV)	Minocqua/Woodruff – NC	Matt Messina	Vilas
Lancaster Municipal (73C)	Lancaster – SW	Stacey Miller	Grant

Airport	Associated City – DOT Region	Project Manager	County
Langlade County (AIG)	Antigo - NC	Matt Messina	Langlade
Lawrence J. Timmerman Field (MWC)	Milwaukee – SE	Wendy Hottenstein	Milwaukee
Major Gilbert Field (4R5)	La Pointe – NW	Gayle Stearn	Ashland
Manitowish Waters (D25)	Manitowish Waters – NC	Gayle Stearn	Vilas
Manitowoc County (MTW)	Manitowoc – NE	Kim Kaarto	Manitowoc
Marshfield Muni.-Roy Shwery Fld (MFI)	Marshfield – NC	Corbin Montgomery/Andy Trimble	Wood
Mauston-New Lisbon Union (82C)	New Lisbon – SW	Stacey Miller	Juneau
Menomonie Municipal (LUM)	Menomonie- NW	Kim Kaarto	Dunn
Merrill Municipal (RRL)	Merrill – NC	Andy Trimble/Mark Graczykowski	Lincoln
Middleton Municipal-Morey Field (C29)	Middleton – SW	Josh Holbrook	Dane
Monroe Municipal (EFT)	Monroe – SW	Corbin Montgomery/Kim Kaarto	Green
Necedah (DAF)	Necedah – SW	Lucas Ward	Juneau
Neillsville Municipal (VIQ)	Neillsville – NW	Corbin Montgomery/Andy Trimble	Clark
New Holstein Municipal (8D1)	New Holstein – NE	Andy Trimble	Calumet
New Richmond Regional (RNH)	New Richmond – NW	Gayle Stearn	St Croix
Oconto-JD Bake Memorial (OCQ)	Oconto – NE	Kim Kaarto	Oconto
Palmyra Municipal (88C)	Palmyra – SW	Lucas Ward	Jefferson
Park Falls Municipal (PKF)	Park Falls – NC	Stacey Miller	Price
Platteville Municipal (PVB)	Platteville – SW	Josh Holbrook	Grant
Portage Municipal (C47)	Portage – SW	Lucas Ward/Mark Graczykowski	Columbia
Prairie du Chien (PDC)	Prairie Du Chien– SW	Corbin Montgomery/Kim Kaarto	Crawford
Prentice (5N2)	Prentice – NC	Lucas Ward	Price
Price County (PBH)	Phillips – NC	Stacey Miller	Price
Reedsburg Municipal (C35)	Reedsburg – SW	Corbin Montgomery/Kim Kaarto	Sauk
Rhineland-Oneida County (RHI)	Rhineland – NC	Gayle Stearn	Oneida
Rice Lake Regional-Carl s Field (RPD)	Rice Lake – NW	Josh Holbrook	Barron
Richard I. Bong (SUW)	Superior – NW	Matt Messina	Douglas
Richland (93C)	Richland Center– SW	Wendy Hottenstein	Richland
Rusk County (RCX)	Ladysmith – NW	Kim Kaarto	Rusk
Sauk-Prairie (91C)	Prairie du Sac - SW	Josh Holbrook/Mark Graczykowski	Sauk
Sawyer County (HYR)	Hayward – NW	Matt Messina/Mark Graczykowski	Sawyer
Shawano Municipal (EZS)	Shawano – NC	Lucas Ward	Shawano
Sheboygan County Memorial (SBM)	Sheboygan – NE	Kim Kaarto	Sheboygan
Shell Lake Municipal (SSQ)	Shell Lake – NW	Matt Messina	Washburn
Solon Springs Municipal (OLG)	Solon Springs – NW	Corbin Montgomery/Stacey Miller	Douglas
Southern Wisconsin Regional (JVL)	Janesville – SW	Wendy Hottenstein/Mark Graczykowski	Rock

Airport	Associated City – DOT Region	Project Manager	County
Sparta / Fort McCoy (CMY)	Sparta – SW	Andy Trimble	Monroe
Stevens Point Municipal (STE)	Stevens Point – NC	Corbin Montgomery/Lucas Ward	Portage
Taylor County (MDZ)	Medford – NW	Stacey Miller	Taylor
Three Lakes Municipal (40D)	Three Lakes – NC	Josh Holbrook	Oneida
Tomahawk Regional (TKV)	Tomahawk – NC	Andy Trimble	Lincoln
Tri-County Regional (LNR)	Lone Rock – SW	Wendy Hottenstein	Sauk
Viroqua Municipal (Y51)	Viroqua – SW	Stacey Miller	Vernon
Washington Island (2P2)	Washington Island – NE	Gayle Stearn	Door
Watertown Municipal (RYV)	Watertown – SW	Andy Trimble	Jefferson
Waukesha County /Crites Field (UES)	Waukesha – SE	Andy Trimble	Waukesha
Waupaca Municipal (PCZ)	Waupaca – NC	Corbin Montgomery/Andy Trimble	Waupaca
Wausau Downtown (AUW)	Wausau – NC	Matt Messina	Marathon
Wautoma Municipal (Y50)	Wautoma – SE	Matt Messina	Waushara
West Bend Municipal (ETB)	West Bend – SE	Matt Messina/Mark Graczykowski	Washington
Wild Rose Idlewild (W23)	Wild Rose – NC	Stacey Miller	Waushara
Wittman Regional (OSH)	Oshkosh – NE	Lucas Ward	Winnebago

EMAIL ADDRESSES AND PHONE NUMBERS FOR PROJECT MANAGERS:

BOA Engineering Section Project Manager Email and Phone List		
Graczykowski, Mark	mark.graczykowski@dot.wi.gov	608-266-0902
Holbrook, Josh	joshua.holbrook@dot.wi.gov	608-267-2143
Hottenstein, Wendy	wendy.hottenstein@dot.wi.gov	608-261-6278
Kaarto, Kim	kim.kaarto@dot.wi.gov	608-266-3354
Messina, Matt	matthew.messina@dot.wi.gov	608-267-7108
Miller, Stacey	stacey.miller@dot.wi.gov	608-266-8167
Montgomery, Corbin	corbin.montgomery@dot.wi.gov	608-266-3973
Stearn, Gayle	gayle.stearn@dot.wi.gov	608-266-7269
Trimble, Andy	andrew.trimble@dot.wi.gov	608-267-0454
Ward, Lucas	lucas.ward@dot.wi.gov	608-266-2729



Quote 150452-01

May 11, 2020

CITY OF WAUSAU
DEPT PUBLIC WORKS
WAUSAU, Wisconsin 54401-6132

Attention: Ric Mohelnitsky

Dear Ric Mohelnitsky,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc. Model: 926M Small Wheel Loader with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: 091914	SERIAL NUMBER: 0LTE03836	YEAR: 2017	SMU: 473.80
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Thank you for your interest in Fabick CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
Eric Stoller
Machine Sales Representative
Fabick CAT
eric.stoller@fabickcat.com
(715) 370-1800

One (1) New Caterpillar Inc. Model: 926M Small Wheel Loader with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN, Axle seal guards, Auto Idle shut down feature, Cat C7.1 ACERT engine, -Power modes (standard and performance), -Power by range (high power in range 4), -Tier 4 final/Stage IV compliant, -Turbocharged and aftercooled, -Filtered crankcase breather, -Diesel particulate filter, -Selective catalyst reduction, Coolant protection to -34C (-29F), Differential lock in front axle, Dry type air cleaner, Enclosed wet disc full hydraulic brakes, Fuel priming pump, automatic, Fuel water separator, Hydraulically driven demand cooling fan, Hydrostatic transmission with electronic, control, -Operator modes (default, TC, hystat and, ice), -Directional shift aggressiveness (fast,, medium, Slow), -Rimpull control, adjust wheel torque, -Creeper control, adjust ground speed, Lubed for life driveshafts, Parking brake, electric, Single plane cooling package wide 6 fins, per inch density, S-O-S port,engine,coolant,transmission, oil,

HYDRAULICS, Automatic lift and bucket kickouts,, adjustable in-cab, Bucket and fork modes, adjustable in-cab, Cylinder damping at kickout and, mechanical end stops, Fine mode control (fast, medium, slow), in Fork Mode, Hydraulic response setting (fast,, medium, slow), Hydraulic diagnostic connectors and, S-O-S ports, Hydraulic sight gauge, visible, Load sensing hydraulics and steering, Seat mounted hydraulic joystick controls

ELECTRICAL, Alternator, 115-amp, heavy duty, 12V power supply in cab (2), Batteries, 1,000 CCA (2) 24 volt system,, disconnect switch, Back up alarm, Emergency shutdown switch, LED rear stop and turn lights, Heavy duty gear reduction starter, Product Link, Remote jump start post, Resettable main and critical function, breakers, Rooding lights front and rear,

OPERATOR ENVIRONMENT, 75 mm (3 in) retractable seatbelt, Automatic temperature control, Cab, enclosed ROPS/FOPS pressurized, and sound suppressed, Cup holders, External heated mirrors with lower, parabolic, Ground level cab door release, Gauges, -Digital hour meter, odometer and, tachometer, -Digital ground speedometer and, direction indicator, -Engine coolant temperature gauge, -Fuel and diesel exhaust fluid level, indicator, -Hydraulic oil temperature gauge, Hydraulic control lockout, Interior cab lighting, door and dome, Interior rearview mirrors (2), Lunch box storage, Operator warning system indicators, Radio ready speakers, Rear window defrost, electric, Seat mounted electronic implement, controls, adjustable, Sliding glass on the side windows, Column mounted multi function control, -lights, wipers, turn signal, Suspension seat, fabric, Tilt and telescope steering wheel, Tinted front glass, Wet arm wiper/washer, 2-speed and, intermittent, front, Wet arm wiper washer, rear,

OTHER STANDARD EQUIPMENT, Large-access enclosure doors with, adjustable close/open force, Parallel lift loader linkage, Recovery hitch with pin, Remote mounted lubrication points, Vandalism protection-, lockable compartments,

MACHINE SPECIFICATIONS

Description	Reference No
926M WHEEL LOADER	430-2805
LANE 3 ORDER	0P-9003
PREP PACK, UNITED STATES	430-2943
HYD,3V,COUPLER READY,STD LIFT	430-2823
STEERING, STANDARD	430-2996
DIFFERENTIAL,LIMITED SLIP REAR	333-6526
ENVIRONMENT, STANDARD	430-2855
ENGINE AR	430-3038
CAB, DELUXE	521-3244
SEAT, DELUXE	423-7201
RADIO, CD, DELUXE	333-1369
PRODUCT LINK, CELLULAR PL641	454-0589
TIRES, 20.5R25 BS VJT * L3	357-8901
FENDERS, EXTENDED COVER	366-8149
COUNTERWEIGHT, LOGGER/AGG	467-7988
KIT,SERIALIZED TECHNICAL MEDIA	0P-2491
PACK, DOMESTIC TRUCK	0P-0210
RIDE CONTROL	430-2859
CAMERA, REAR VIEW	377-5635
LIGHTS, AUX HALOGEN	488-1113
JUMPER LINES, 3RD FUNCTION	441-3367
WEATHER, COLD START 120V	454-0610
TOOLBOX AUX	491-7922
QUICK COUPLER, FUSION	430-2977
INCLUDES INSTALL ON 3 VALVE LOAD	
ENGINE	384-3795
12' Kage Hyd Angle Plow	
2.7yd bucket Stk: 103736	

SELL PRICE	\$155,000.00
EXT WARRANTY	Included
NET BALANCE DUE	\$155,000.00
SALES TAX (0%)	\$0.00
AFTER TAX BALANCE	\$155,000.00

WARRANTY

Standard Warranty: For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Extended Warranty: PT&HYD&TECH 48/3500 until November 2022

CSA:

F.O.B/TERMS :

Wausau

WARRANTY COVERAGE

Type Code	Start Date	Expire Date	Description	Claim Class Group	Monthly Limit	Serv Mtr Limit	H/M Ind
PRM1	Nov 02, 2018	Nov 02, 2019	PREMIER P&L 12/ULTD \$0DED	STD	12	999999	H
TE09	Nov 02, 2018	Nov 02, 2022	PT&HYD&TECH 48/3500 \$0DED	EXT	48	3500	H
TTM6	Nov 02, 2018	May 02, 2019	TT&M 6 MONTHS ONLY	POL	6	9999999	H

Accepted by _____ on _____

Signature

CARES ACT GRANT OPERATIONS AND MAINTENANCE COSTS AGENCY AGREEMENT

DEPARTMENT OF TRANSPORTATION BUREAU OF AERONAUTICS Madison, Wisconsin

AN AGREEMENT DESIGNATING THE SECRETARY OF TRANSPORTATION AS ITS AGENT

WHEREAS, the «muni», «county» County, Wisconsin, hereinafter referred to as the sponsor, requests reimbursement with federal funds for the «airport» Airport for:

Airport operations and maintenance costs, under the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant.

WHEREAS, the Secretary is authorized to act as agent for the sponsor for the following activities: application for the CARES grant, acceptance of the grant offer, evaluation and approval/disapproval of reimbursement requests, processing and remitting of reimbursements, and the closing of the grant.

WHEREAS, the Secretary is authorized to act as agent for the sponsor until financial closing of the CARES Act grant;

NOW THEREFORE, the sponsor and the Secretary do mutually agree that the Secretary shall act as the sponsor's agent in the matter of the airport operations and maintenance costs reimbursement;

IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures and the seal of the parties.

WITNESS:

The «muni»
«county» County, Wisconsin
Sponsor

By:

(TITLE)

(TITLE)

By: SECRETARY OF TRANSPORTATION

David M. Greene, Director
Bureau of Aeronautics

CITY OF WAUSAU 2020 BUDGET

GENERAL FUND STATEMENT OF REVENUES AND EXPENDITURES

BUDGET AND ACTUAL

APRIL 30, 2020

NARRATIVE

REVENUES

When comparing current year to prior year some revenue timing differences are apparent, yet not indicative of problems.

Other Grants - \$41,000 was received through the federal CARES act program in April.

Licenses – Bartender and Liquor operator licenses collections are down over 40% compared to last year. The bartender license renewals were initiated late this year due to the COVID 19 shut down. Liquor licensing is also lagging as a result of the COVID-19 pandemic shutting down bars and restaurants since mid-March.

Permits – Permit revenue, for the fourth year in a row, is on the incline. Revenues through April 2020 are up 25% from April 2019. Please note, permit revenues can significantly vary from one month to the next depending on what individual large projects/developments are going on at the time. Early in 2020 a majority of these revenues stemmed from the Mountain Lanes Apartments project.

Interest on General Investments – 2020 was off to a great start regarding interest earned on investments. However, due to the global pandemic COVID-19 crashing markets in March and continuing into April and May, we are skeptical on how the City's investments will perform the rest of the year though our current projections indicate we will meet budget. Fortunately, the City does not invest in riskier assets such as stocks. Actually, about 20% of the interest earned to date is on simple and safe cash deposits in the City's LGIP account, which earned almost \$95,000 through April. The interest rate in the LGIP currently is 0.51%, which is a significant drop from the 1.62% rate realized in February. The City has other investments in federal agency bonds, CD's and other municipal bonds, which are adjusted to market value on a monthly basis. Those investments netted the City total realized and unrealized gains of over \$350,000 through April.

EXPENSES

Elections – There are 5 elections planned for 2020, with the local spring primary and Mayoral and City Council elections already complete. In April, the City carried over funds from 2019's surplus to cover expenditures expected in 2020. The report reflects that adjustment. A special election is scheduled for May and two more elections will take place this fall, including the Presidential election. We project this line item to be overspent by the end of the year.

Department of Public Works – In the early months of 2019 we experienced record breaking snowfall. In 2020 we've witnessed far less snowfall and you will see that DPW's overall spending correlates directly to that. DPW's overall spending is 23.8% lower (just over \$710,000) than that of 2019 through April.

Overall, the expenses to date appear in great shape with 30.6% of the budget spent and 33.3% of the year complete. Last year 32.3% of the budget was spent through April 2019.

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL
Period Ended April 30, 2020

	Budgeted Amounts			Variance with	2019
	Original	Final	Actual	Final Budget	Actual
TAXES					
General property taxes	\$ 18,863,394	\$ 18,863,394	\$ 18,863,394	\$ -	\$ 18,232,895
Mobile home parking fees	27,900	27,900	6,794	(21,106)	14,287
Payments in lieu of taxes	113,000	113,000	800	(112,200)	800
Other taxes	67,684	67,684	28,692	(38,992)	27,773
Total Taxes	19,071,978	19,071,978	18,899,680	(172,298)	18,275,755
INTERGOVERNMENTAL					
State shared taxes	4,599,391	4,599,391	-	(4,599,391)	-
Expenditure restraint	854,574	854,574	-	(854,574)	-
Fire insurance tax	130,000	130,000	-	(130,000)	-
Municipal services	161,711	161,711	161,404	(307)	148,232
Transportation aids	2,984,793	2,984,793	745,269	(2,239,524)	1,362,855
Other grants	184,000	184,000	62,893	(121,107)	13,681
Total Intergovernmental	8,914,469	8,914,469	969,566	(7,944,903)	1,524,768
LICENSES AND PERMITS					
Licenses	193,420	193,420	63,737	(129,683)	106,663
Franchise fees	337,402	337,402	-	(337,402)	-
Permits	275,235	275,235	184,967	(90,268)	147,923
Total Licenses and Permits	806,057	806,057	248,704	(557,353)	254,586
FINES, FORFEITURES AND PENALTIES	380,030	380,030	123,233	(256,797)	139,649
PUBLIC CHARGES FOR SERVICES					
General government	91,830	91,830	36,797	(55,033)	30,790
Public safety	1,744,170	1,744,170	492,991	(1,251,179)	453,508
Streets and related facilities	139,950	139,950	34,255	(105,695)	27,091
Recreation	179,800	179,800	31,820	(147,980)	76,065
Public areas	140,010	140,010	6,478	(133,532)	26,716
Total Public Charges for Services	2,295,760	2,295,760	602,341	(1,693,419)	614,170
INTERGOVERNMENTAL CHARGES FOR SERVICES					
State and federal reimbursements	11,350	11,350	-	(11,350)	-
County and other municipalities	240,373	240,373	50,331	(190,042)	48,918
City departments	780,825	780,825	93,170	(687,655)	170,337
Total Intergovernmental Charges for Services	1,032,548	1,032,548	143,501	(889,047)	219,255

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL (Continued)
Period Ended April 30, 2020

	Budgeted Amounts			Variance with	2019
	Original	Final	Actual	Final Budget	Actual
COMMERCIAL					
Interest on general investments	\$ 500,000	\$ 500,000	\$ 562,639	\$ 62,639	\$ 574,002
Interest on special assessments	7,000	7,000	42	(6,958)	69
Other interest	<u>18,000</u>	<u>18,000</u>	<u>25,140</u>	<u>7,140</u>	<u>44,178</u>
Total Commercial	<u>525,000</u>	<u>525,000</u>	<u>587,821</u>	<u>62,821</u>	<u>618,249</u>
MISCELLANEOUS REVENUES					
Rent of land and buildings	127,333	127,333	66,500	(60,833)	78,167
Sale of City property/loss compensation	20,600	20,600	1,364	(19,236)	2,731
Other miscellaneous revenues	<u>30,605</u>	<u>30,605</u>	<u>9,303</u>	<u>(21,302)</u>	<u>4,476</u>
Total Miscellaneous Revenues	<u>178,538</u>	<u>178,538</u>	<u>77,167</u>	<u>(101,371)</u>	<u>85,374</u>
OTHER FINANCING SOURCES					
Transfers in	<u>1,876,355</u>	<u>1,876,355</u>	<u>559,387</u>	<u>(1,316,968)</u>	<u>585,220</u>
TOTAL REVENUES AND OTHER FINANCING SOURCES					
	<u>\$ 35,080,735</u>	<u>\$ 35,080,735</u>	<u>\$ 22,211,400</u>	<u>\$ (12,869,335)</u>	<u>\$ 22,317,026</u>

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
Period Ended April 30, 2020

	<u>Budgeted Amounts</u>			Variance with	2019
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	<u>Final Budget</u>	<u>Actual</u>
GENERAL GOVERNMENT					
City Council	\$ 93,336	\$ 93,336	\$ 23,594	\$ 69,742	\$ 24,497
Mayor	198,304	198,304	60,712	137,592	62,967
City Promotion	105,000	105,000	31,464	73,536	58,267
Finance department	553,436	553,436	172,372	381,064	154,147
Data processing	800,586	800,586	234,019	566,567	212,619
City clerk/customer service	427,600	427,600	139,458	288,142	128,411
Elections	70,543	144,716	78,143	66,573	16,638
Assessor	513,902	513,902	158,255	355,647	139,824
City attorney	620,171	620,171	224,295	395,876	151,227
Municipal court	151,106	151,106	41,662	109,444	38,088
Human resources	386,975	386,975	106,911	280,064	99,664
City hall and other municipal buildings	301,014	301,014	112,190	188,824	111,770
Unclassified	76,000	90,353	83,945	6,408	12,546
Total General Government	<u>4,297,973</u>	<u>4,386,499</u>	<u>1,467,020</u>	<u>2,919,479</u>	<u>1,210,665</u>
PUBLIC SAFETY					
Police department	10,050,381	10,205,381	3,141,182	7,064,199	3,032,081
Fire department	4,314,282	4,319,282	1,346,919	2,972,363	1,270,830
Ambulance	3,268,675	3,268,675	1,042,131	2,226,544	987,487
Emergency government (COVID-19)	-	-	21,071	(21,071)	-
Inspections	883,600	883,600	292,036	591,564	291,756
Total Public Safety	<u>18,516,938</u>	<u>18,676,938</u>	<u>5,843,339</u>	<u>12,833,599</u>	<u>5,582,154</u>
TRANSPORTATION AND STREETS					
Engineering	1,364,111	1,364,111	428,777	935,334	414,692
Department of public works	6,963,084	6,963,084	2,285,337	4,677,747	2,999,315
Total Transportation and Streets	<u>8,327,195</u>	<u>8,327,195</u>	<u>2,714,114</u>	<u>5,613,081</u>	<u>3,414,007</u>
SANITATION, HEALTH AND WELFARE					
Garbage and refuse collection	929,000	929,000	308,079	620,921	301,059
NATURAL RESOURCES/RECREATION					
Parks and recreation	3,074,171	3,074,171	505,438	2,568,733	461,194
TOTAL EXPENDITURES AND OTHER					
FINANCING USES	<u>\$ 35,145,277</u>	<u>\$ 35,393,803</u>	<u>\$ 10,837,990</u>	<u>\$ 24,555,813</u>	<u>\$ 11,279,079</u>

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SUMMARY OF BUDGET MODIFICATIONS
Period Ended April 30, 2020

BUDGET REVENUES RECONCILIATION

2020 ADOPTED BUDGET	\$ <u>35,080,735</u>
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BUDGET EXPENDITURES RECONCILIATION

2020 ADOPTED BUDGET	\$ 35,145,277
Elections - Budget carryover from 2019	74,173
Fire department - Budget carryover from 2019	5,000
Police department - Special events staffing	135,000
Police department - Physical therapy services for police department	20,000
Unclassified - Net settlement of property tax challenges by US Bank N.A.	<u>14,353</u>
 2020 MODIFIED BUDGET	 \$ <u>35,393,803</u>



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: MAY 20, 2020

RE: REDUCTION OF LIQUOR LICENSE FEE

The City has received a few calls from bars requesting a reduction in their liquor license fee. The next licensing period begins July 1. To date the City's liquor license related collections are as follows:

City Collections through 5/20 comparative		
	2020	2019
Amusement Device	2,360.00	4,160.00
Cigarette License	3,400.00	2,900.00
Dance Hall	245.00	245.00
Liquor License	43,827.50	51,762.95
Tavern License	2,790.00	6,500.00
	<u>52,622.50</u>	<u>65,567.95</u>
Operators	1,925.00	31,920.00

An outreach within the State shows that other communities have reduced their fees as shown on the following schedule:

Other Community Reductions:		Regular	Revised
Slinger	Class B Beer and Liquor	375	50
Delafield	Class B Beer and Liquor		50% of fee
Green Bay	Class B Beer	400	0
Green Bay	Class B Liquor	400	50
West Allis			50% of fee
LaCrosse	Class B Beer	100	10
LaCrosse	Class B Liquor	500	50
Weston			50% of fee
South Milwaukee	Class B		Miniumum
	Class C		Miniumum
Green Bay	All licensing		Miniumum
Oshkosh	Class A		Miniumum
	Class B		Miniumum
	Class C		0
LaCrosse	Operator License 2 year	50	25

Class A licenses are issued to businesses where the alcohol is taken away such as liquor and beer sales conducted at a gas station or grocery stores. These facilities have not been interrupted by the COVID 19 interruptions. Their sales of alcohol have likely increased during the Safer At Home period.

Class B and C would pertain to establishments where consumption generally occurs on premise such as a bar or restaurant. These establishments were hard hit during the Safer at Home period since sales could only occur as a take away. A number of these establishments closed completely due to the challenges of the new requirements.

The financial impact of the reductions is shown below:

		Fee Reduction	
		50% reduction	Minimum Fee Reduction
	Approximate # of Establishments		
Class B	70	\$ 21,000	\$ 35,000
Class B/C	7	\$ 700	\$ 1,050
Operator	500	\$ 28,500	No minimum fee

As shown on the 1st Table the City has collected a significant portion of the liquor licenses. We would issue refund checks in this situation.



Man-of-Honor Society

Of Marathon County

P. O. Box 2071, Wausau, WI 54402

Tel (715) 212-1348

WAUSAU CITY COUNCIL

15 MAY 2020

The Man of Honor Society of Marathon County is a local veterans group who raise funds to assist fellow veterans and their families in need. We will celebrate our 16th. Year of dedication to those veterans by holding a community raffle and celebration at the Eagles Club in WaUSAu on 12,13 14th. June 2020. We are a non-political, non-profit {501-C3} organization,we have no dues in our society.

On Saturday 13 June we will have a fireworks display for all who wish to attend as it is open to the public. The setup at the Eagles Club,will be identical as in the past and I have spoken to the Fire Department Officials and they were very satisfied the way we handled the event in the past years.

Once again we are requesting the City Council waive any permit fees for the Fireworks Display on 13 June and for the temporary Class B Retailers license for 12,13,14 June as they so graciously have done so since 2014. We anticipate hundreds of people from the surrounding area will be in attendance as they have been for the past years and will be a great benefit to the local community. Again, we are a non-profit organization and we are veterans helping veterans and their families in need. Local support from the surrounding area has been outstanding, for which we are extremely grateful!

Your consideration is greatly appreciated.

JEFF MORGAN President
Man of Honor Society of Marathon County



Memorandum

From: Tracey Kujawa, Fire Chief
To: Finance Committee
Date: May 20, 2020
Subject: CIP Reserves

Purpose:

To request to utilize \$11,569 left over from a 2020 CIP heart monitor project for remodeling.

Recommendation:

The Wausau Fire Department would like to request to use remaining CIP dollars for replacing basement flooring at Station 3. It is estimated that it will cost about \$11,000 to replace the flooring that was damaged by flooding during the winter thaw two years ago. This is an item that has come to our attention in the last 6 months of needing replacement. Although we did try to remove all the water and dry the area thoroughly when this occurred a musty smell has begun to permeate the basement and we are also a bit leery of the potential for mold.

Facts OR Considerations:

We feel it is necessary to replace the flooring at Station 3 and this would be an ideal funding mechanism. When we advocated for new heart monitors through the CIP process we did get an estimate for the monitors we originally thought we would be purchasing; but nine months later, after further evaluation we did decide to purchase a less expensive model, hence the left over reserve.

Impact:

Not replacing the flooring and unutilized CIP dollars.

Drafted by: Tracey Kujawa, Chief

Cc: Mayor