



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: **FINANCE COMMITTEE**
 Date/Time: **Tuesday, July 26 2016 at 5:00 pm.**
 Location: **City Hall, 1st Floor Council Chambers - NOTE CHANGE IN LOCATION**
 Members: Karen Kellbach, Dave Nutting, Lisa Rasmussen (C), Joe Gehin (VC), Dennis Smith

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

Presenter

- | | | |
|----|--|------------------|
| 1 | Public Comment on matters appearing on the agenda. | |
| 2 | Minutes of previous meeting(s) (6/14/16 & 6/28/16) | |
| 3 | Discussion and possible action regarding budget modification for - Public Access Capital Purchases | Mielke/Dickinson |
| 4 | Discussion and possible action regarding the 2016 budget modification - Department of Public Works to align the work plan and budget | Lindman |
| 5 | Discussion and possible action regarding the 2016 budget modification for the 2nd Avenue Project Tax Increment District Number 8 | Lindman |
| 6 | Discussion and possible action regarding the 2016 budget modification for the payment of settlement agreements pertaining to employee grievances or other employee claims arising out of or related to the MetroRide incident | Alfonso |
| 7 | Discussion and possible action on authorizing execution of Airport Fixed Base Operation Agreement | Alfonso |
| 8 | Discussion and possible action on authorizing execution of Airport Management Agreement | Alfonso |
| 9 | Discussion and possible action regarding the implementation of a \$20 Wheel Tax and the repeal or modification of Municipal Code Chapter 3.10.010 Fees for Municipal Service - Referendum | Mielke/Groat |
| 10 | Discussion and possible action on considering appraisals, counteroffers and project acquisition and funding summary for the Thomas Street Reconstruction project:
Parcel 38 – 902 West Thomas Street – Owner appraisal
Parcel 49 – 810 West Thomas Street – Counter offer from owner
Parcel 57 – 510 - 516 West Thomas Street – Counter offer from owner
Update on Thomas Street acquisitions | Lindman |
| 11 | CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session
Parcel 38 – 902 West Thomas Street – Owner appraisal
Parcel 49 – 810 West Thomas Street – Counter offer from owner
Parcel 57 – 510 - 516 West Thomas Street – Counter offer from owner
Update on Thomas Street acquisitions | |
| 12 | RECONVENE into open session to take action on closed session item if necessary | |

THIS MEETING MAY RECESS AND RECONVENE AFTER CIP AND COUNCIL IF NECESSARY

Adjournment

Lisa Rasmussen Chair

IMPORTANT: THREE (3) MEMBERS NEEDED FOR A QUORUM: If you are unable to attend the meeting, please notify Mary by calling (715)261-6621 or via email mgoede@ci.wausau.wi.us

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

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 0722/16 @ 1:00 PM

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids & services. For information or to request this service, contact the City Clerk at (715) 261-6620.

Other Distribution: Media, (Alderpersons: Peckham, Wagner, Neal, Gisselman, McElhaney, Abitz), *Mielke, *Jacobson, *Groat, Rayala, Department Heads

FINANCE COMMITTEE

Date and Time: Tuesday, June 14, 2016 @ 5:15 pm., Board Room

Members Present: Rasmussen (C), Smith, Gehin, Kellbach, and Nutting (*entered at 5:45 pm.*)

Others Present: Groat, Lindman, Jacobson, Mielke, Ray, Schmidt, Neal, McElhaney, Goede, Mark Putman, Eric Lemke – Stantec, and Glenn Speich

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted there was a quorum present and the meeting was called to order by Chairperson Rasmussen.

Public Comment

None.

Minutes of previous meeting(s). (5/10/16 & 5/24/16)

Motion by Kellbach, second by Smith to approve the minutes of a previous meeting on 5/10/16 & 5/24/16. Motion carried 4-0.

Discussion and possible action regarding 2017 Budget Calendar, Procedures and Processes

Groat stated the city and county purchased new budget software together approximately five or six years ago. The city implemented the software, which is extremely robust as far as being able to manipulate data and highly specified to the needs of the organization. She noted the county has not implemented it yet. She explained we wanted to obtain efficiencies in the process, so we have been working with our developer to bring them forward. Barb Schmidt, Financial System Analyst, presented and explained the budget software that the departments will be using.

Groat stated the CIP requests were due June 1st and anticipates they will have the CIP books by the end of next week for review. The presentations will be divided into two days, July 20th and July 26th. The rankings will be due on August 2nd and on August 4th there will be a Committee of the Whole meeting to finalize the CIP budget.

Groat stated last year Committee of the Whole took over most of the budget sessions rather than Finance Committee. She questioned if the committee wanted to take the role back or to remain in Committee of the Whole. Rasmussen felt the Finance Committee was responsible for the creation of the budget and to take on the budgeting process. She pointed out many of the Council members attend the Finance Committee Budget Session meetings anyway and can give feedback. It is tough to schedule multiple Committee of the Whole meetings that 11 people are all able to attend. Consensus was for the Finance Committee to take back up the budget sessions. Groat indicated she would work on a proposed calendar for Finance Budget Session meetings.

Discussion and possible action regarding financial agent for Monk Gardens for 2016 and future Marathon County Environmental Impact Grants

Groat noted the city did this in 2015 for a kitchen project at Monk Gardens, but the resolution didn't give authority for future grants. The county, as well as Monk Gardens, is encouraging us to continue to be the fiscal agent and it has not created any hardship as far as administrative tasks on the Finance Department's time. She questioned if they wanted to approve this along with future applications or continue one at a time.

Motion by Kellbach, second by Gehin to approve the financial agent arrangement for Monk Gardens for 2016 and future grants. Motion carried 4-0.

Groat noted she would report on future grants to the committee.

Discussion and possible action regarding April 2016 General Fund Financial Report

Groat stated we are seeing consistency in our financial results, as we did last year with the minimal winter being beneficial to the budget. The budget narrative can be viewed on the city's website:

<http://www.ci.wausau.wi.us/Departments/Finance/MonthlyReports.aspx>

Discussion and possible action regarding the RFP and contractor selection of the EMS billing software services *(Nutting entered the meeting)*

Groat explained in 2008 we had internal staff doing the EMS billing, which is a highly regulated area and which needs a lot of technology to communicate electronically with the insurance carriers, Medicare and Medicaid. When the staff person was getting ready to retire, we decided to outsource and went through a competitive process to hire LifeQuest 911 Pro Billing from Wautoma, Wisconsin. The contract is getting ready to expire, so we went through another RFP process. We asked to have a more robust electronic patient care reporting system in conjunction with it because the patient records and the ability to keep and track statistics of patient care was not a part of the current system.

Groat stated proposals were received and analyzed and the recommendation was for McKesson, out of Ohio. She noted both McKesson and LifeQuest use Image Trend, which is the patient care component. Since March 3rd we have been working on implementation. There was about \$15,000 savings if we went with McKesson, but it has been a long arduous process and as we have continued with McKesson we have been experiencing buyer's remorse. McKesson does not have a collection services. With LifeQuest some of the costs associated with managing this system are all absorbed in the fees they charge us; with McKesson, we will now be charged those independently which erodes the savings we would experience. She noted a contract has not been signed or finalized yet. She commented we have been happy with LifeQuest and they have great customer service. Groat stated the bottom line is we are having second thoughts on switching to McKesson and would like direction from the committee. Kujawa agreed and commented LifeQuest is very responsive in other regards and they are local in Wisconsin, so if we need training they drive up to provide it.

Motion by Gehin, second by Nutting to exit negotiations with McKesson and enter negotiations with LifeQuest. Motion carried 5-0.

Discussion and possible action regarding budget modification for the purchase of robotic survey equipment

Lindman stated last year in the capital improvement projects the engineering division had a capital project for robotic survey equipment. Currently we have two total stations about 10 years old that we use for topographic surveys. Each one requires two individuals to do the work. A robotic total station would only require one technician. The capital project was \$40,000 for the purchase of new equipment, but we have found a used one through NTC that is one year old for approximately \$25,000 and comes with a full warranty. This would allow for greater efficiency in surveying.

Motion by Smith, second by Kellbach to approve the budget modification for the purchase of robotic survey equipment. Motion carried 5-0.

Discussion and possible action regarding the sole source approval of a Airport Manager and Fixed Base Operator Contract

Groat stated we have two separate contracts with Wausau Flying Service that relate to our airport. She explained the Airport Manager Contract guides behaviors and conduct on how Wausau Flying Service maintains the airport for us to be safe and in good condition for flight, as well as leases the property (hangars) on our behalf. It conducts business for the city and works with the FAA and Bureau of Aeronautics. She stated the Fixed Base Operator Contract is somewhat like a filling station, to include pumping gas for the airplanes, providing mechanic services, charter flight services, and give flying lessons. She noted Wausau Flying Service has been doing this the 20 years she has worked for the city.

Groat indicated the contracts are up for renewal on March 20, 2018, but they have reached out to us to renegotiate the full contract now for a long period time. In this case, we would either have to competitively procure it or consider it as a sole source. She stated she prepared a sole source with the justification of the institutional knowledge the Wausau Flying Service has by operating the airport for such a long period of time and that it is an extremely specialized service in a very small market. She pointed out the proposal process would be extremely time consuming and hard for vendors to prepare a good RFP. She commented we are fortunate to have a quality airport manager and FBO, who has won awards from the FFA.

Groat stated the rates we are currently paying are within the realm of what other airports are paying. There was nothing that indicated to her that we are not getting a competitive price for the services we are being offered and some of the others were being paid more. Nutting questioned how long a period the contract would be. Groat thought it was 10 or 20 years. She explained the process would be for the contract to go to the Airport Committee and then come to Finance Committee and finally to Common Council.

Motion by Gehin, second by Kellbach to authorize the sole source of an Airport Manager and Fixed Base Operator Contract. Motion carried 5-0.

Discussion and possible action regarding the sole source approval of Rescue Task Force equipment

Kujawa stated she was requesting the sole source for the Rescue Task Force equipment as well as the Individual First Aid Kits (IFAK). She explained they have been working with Advantage Police Supply, out of Oshkosh, which provided ballistic equipment to law enforcement agencies. This particular Rescue Task Force requires something a little bit different than the ballistics that the officers usually have. She indicated this individual has worked diligently with us to help design a ballistics vest that is best suited for EMS entry into shooter situations. She noted Wausau Canvas would be doing the canvas part of the ballistics. She stated the cost is very comparable or lower than other ballistic vests.

Rasmussen explained a few years ago the Rescue Task Force was created to train a select number of paramedics to respond with SWAT rather than sit outside the perimeter and wait for victims. Kujawa stated this is actually an extension of that working with the police department to make immediate entry with individuals on duty at the scene so that there is not a delay of entry in those situations. Studies of shooter events have indicated most casualties or fatalities result from people bleeding out.

Motion by Nutting, second by Kellbach to approve the sole source request. Motion carried 5-0.

Discussion and possible action regarding the Stantec task order for the design, construction and bid documents for the Riverfront Park and related sole source approval

Groat stated we have been working with Stantec and went through a competitive procurement process when we decided we were going to redevelop the riverfront. They have been a partner every step of the way through this redevelopment, helping us to secure funds in the form of EPA, DNR and county grants; evaluating soils and making recommendations on how to manage the pollution; acting as our liaison with regulatory agencies in obtaining permits; creative and engineering designer of all of the amenities, including daylighting the stream and construction of the trails; and have done all of our market and feasibility studies.

Groat noted Finance approved a sole source last year for the park design and now they are ready to do the details. Stantec has provided two task orders to accomplish it and we are asking for authority to enter into those task orders and finish that component of the project.

Motion by Nutting, second by Gehin to authorize the sole source regarding the Stantec task order for the design, construction and bid documents for the Riverfront Park. Motion carried 5-0.

Discussion and possible action regarding take home cars for Commanding Officers (WPD)

Hardel explained over the last few years we have had an increasing need for the commanding officers to be present for either community events or for personnel issues. They are leaving their houses and coming to the police department or events fairly regularly and assisting with decision making. He commented the last three years we had to hire about 25% of our staff, whom need guidance from our captains who are coming and driving their own vehicles without compensation. He felt it was unfair to expect them to drive in with their own vehicles when they are off and are being called in. He requested they be allowed to take a car home.

Motion by Kellbach, second by Smith to approve take home cars for commanding officers. Motion carried 5-0.

Discussion and possible action on considering appraisals, counteroffers and project acquisition and funding summary for the Thomas Street Reconstruction project: 1040 South 5th Avenue - Parcel 58 - Building owner counter offer; 510 West Thomas St - Parcel 57 (Tremors & Oriental) – Building owner counter offer; 510

West Thomas St - Parcel 57B – Fixture appraisal and purchase; 902 West Thomas St - Parcel 38 – Counter offer by owner; 1040 South 10th Ave - Parcel 29 – Review appraiser results on the owner’s appraisal; and Update on project acquisitions and funding summary.

Lindman stated discussion requires closed session.

CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: 1040 South 5th Avenue - Parcel 58 - Building owner counter offer; 510 West Thomas St - Parcel 57 (Tremors & Oriental) – Building owner counter offer; 510 West Thomas St - Parcel 57B – Fixture appraisal and purchase; 902 West Thomas St - Parcel 38 – Counter offer by owner; 1040 South 10th Ave - Parcel 29 – Review appraiser results on the owner’s appraisal; and Update on project acquisitions and funding summary.

Motion by Kellbach, second by Smith to convene in closed session. Roll Call Vote: Ayes: Gehin, Kellbach, Smith, Rasmussen, Nutting. Noes: 0. Motion carried 5-0.

RECONVENED back into open session to take action on closed session item(s).

Motion by Nutting, second by Gehin to approve the purchase of 1040 S 4th Avenue for \$80,000. Motion carried 5-0.

Continuation of the PowerPoint presentation regarding 2015 Pre-audit financial results all funds

Postponed.

Adjourn

Motion by Kellbach, second by Smith to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:45 pm.

JOINT ECONOMIC DEVELOPMENT COMMITTEE AND FINANCE COMMITTEE

Date and Time: Tuesday, June 28, 2016 @ 4:30 pm., Board Room

ED Members Present: Neal (C), Peckham, Gehin, Rasmussen. Not Present: Wagner

Finance Members Present: Rasmussen (C), Smith, Gehin, Kellbach, and Nutting

Others Present: Groat, Lindman, Jacobson, Mielke, Ray, Werth, Schock, Gisselman, Goede, Lepinski, Glenn Speich and other interested parties.

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted there was a quorum present of both committees and the meeting was called to order by ED Chairperson Neal and Finance Chairperson Rasmussen

Public Comment on Matters Appearing on the Agenda

None.

Discussion and Possible Action on the East Riverfront Frantz Community Investors Final Plan and Proposal and related Tax Increment Financing

Groat stated the riverfront is in Tax Increment District #3, which has a mandated termination date of 2031. When looking at the developer incentives that are requested for this project and the increment through the life of the district, including and financing costs, there would be a shortfall of about \$430,000. She noted this does not include the unknowns of environmental remediation. She stated Baker Tilly, which is supporting Frantz on this project, recommends we consider creating a new tax increment district. The benefit of a new district is that we would have 27 years to collect increment on this development, particularly if we create it before October 1, the value of the property would be zero because we own the property; all increment would go to this new TID. She explained when an overlay TID is created it basically freezes the values of the existing tax increment so no new value goes to that existing TID.

Groat stated the city would have three options: 1) Fund the project through TID #3 and any shortfall would be absorbed from other increment we are collecting through the district; 2) Create a new TID prior to October 1 so that all of the new development would go to the new district; or 3) Wait a little while before creating a new district; after October 1 a new value is set at the values as of 1/01/2017. She indicated they would have up until September 30th to make that decision, noting there are a lot of unknowns right now with the mall and downtown development. Rasmussen commented she liked Option 3. *Discussion followed.*

Schock explained the structure of financing for Phase I of the project which involves construction of apartments and townhouses on the south zone, as well as a mixed use building on the north zone. He stated our financial advisors, Ehlers, reviewed the analysis and verified it is correct. This phase is a \$14 million investment and a significant taxable value addition to the city.

A representative of Baker Tilly explained Frantz is requesting a \$1.2 million TIF loan to address the financing gap on the residential portion of the project. The loan would be repaid with the increment on the project; a \$250,000 grant to address the foundation due to soil conditions on the site. They are asking for abatement on the ground lease of city-owned property and would like to have a long term lease with the first 5 years abated. The commercial side would have very similar structure with a \$990,000 TIF loan and \$250,000 foundation grant.

CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: Discussion and Possible Action on the East Riverfront Frantz Community Investors Final Plan and Proposal

Finance Committee: Motion by Nutting, second by Gehin to convene in closed session. Roll Call Vote: Ayes: Nutting, Gehin, Smith, Kellbach, and Rasmussen. Motion carried 5-0.

ED Committee: Motion by Rasmussen, second by Peckham to convene in closed session. Roll Call Vote: Ayes: Rasmussen, Gehin, Peckham and Neal. Motion carried 4-0.

RECONVENED into Open Session to Take Action on Closed Session Items

ED Committee: Motion by Rasmussen, second by Gehin to move forward with the project as presented with a directive to staff to build into the development agreement the look back provisions recommended by Ehlers resulting from their review; such that if the increment is not generated as planned to offset the debt, that a conventional loan repayment structure would kick in until the increment is sufficient to cover the debt reduction and that if Frantz's net rate of return on investment for the project is over 12%, that the excess return on investment would be shared with the City to reduce the debt. Motion carried 4-0.

Finance Committee: Motion by Nutting, second by Kellbach to move forward with the project as presented with a directive to staff to build into the development agreement the look back provisions recommended by Ehlers resulting from their review; such that if the increment is not generated as planned to offset the debt, that a conventional loan repayment structure would kick in until the increment is sufficient to cover the debt reduction and that if Frantz's net rate of return on investment for the project is over 12%, that the excess return on investment would be shared with the City to reduce the debt. Motion carried 5-0.

Adjournment of ED Committee only

Motion by Gehin, second by Peckham to adjourn the Economic Development Committee. Motion carried unanimously. ED adjourned at 5:25 pm.

Discussion and possible action on the budget modification for Finance staff succession costs

Groat explained she received informal retirement notification from two of her most senior accounting staff: Richard Whalen, Assistant Finance Director who has worked for the city 20 plus years; and Barb Schmidt, Financial Analyst, who has worked for the city 35 years. Richard is leaving October 1, 2016 and Barb by year end. There is one other position, our full time customer service representative, Patti Sorenson is also retiring. She stated it was essential to get people on board right away in order to begin the training on the financial software.

Groat stated the retirement payouts for the three positions will be \$66,000 and the overlap of the customer service position, accounting manager and financial analyst total another \$32,000 for a final total of \$99,000. She noted all three of these positions are currently on single health insurance plans, but it is possible the new employees would be on the family plan. She is recommending this come from contingency and in October, if another department had savings we could transfer back into contingency.

Motion by Gehin, second by Nutting to approve the budget modification for Finance staff succession costs. Motion carried 5-0.

Finance Committee Adjournment

Motion by Nutting, second by Gehin to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 5:32 pm.

TRANSFER OF FUNDS/CHANGE OF PURPOSE REQUEST FORM

Requested: David Dickinson & Kris Berge

Dept: Public Access

Date: 07/05/2016

Reviewed by Finance:

Date:

Reviewed by Mayor: *Robert B. Mielke*

Date: *7-5-16*

Transfer Explanation and Justification:

Back in 2004 Kris Berge and David Dickinson assembled together some 1990s equipment and a few new video screens into two new road cases. Those two cases have housed the Public Access three camera production system and have seen 12 years of productive use. We feel that at this time a new "High Definition" system is needed to bring our production quality up to today's standards.

By combining some of our 2015 rollover of \$17,542.77 and our Capital Outlay accounts (TV Production Equipment Acct#: 152-2598132 with \$7,333.29 and Other Capitol Equipment Acct#: 152 2598190 with \$3,486.56), we would have enough in our current budget to buy the replacement equipment.

We are asking for a budget modification to allow us begin the procurement process. Our current estimate for the equipment is around \$26,625.00 and would most likely require more than one vendor to complete.

FROM / TO	ACCOUNT NUMBER	ACCOUNT NAME	\$ AMOUNT
	TRANSFER OF FUNDS		
From	152-33421	Continuing Appropriation	\$17,542.77
From	152-2598190	Capital Outlay - Other Capitol Equipment	\$3,486.56
To	152-2598132	Capital Outlay - TV Production Equipment	\$21,029.33
To			

COMMENTS:

Fin. Committee Approval Denial Date: _____ Council Approval Denial Date: _____

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2016 Budget for the payment of GPS (Global Positioning System) Software Maintenance Charges and Supplies and Building Materials for the Maintenance of Storm Sewers, Alleys, Bridges/Culverts and Facility Maintenance Costs

Committee Action: Finance Committee approved: pending

Fiscal Impact: \$50,000

File Number: 15-1109

Date Introduced: July 26, 2016

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Budget Source: Transfer from Winter Maintenance</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Amount: \$50,000</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>			

RESOLUTION

WHEREAS, the Department of Public Works has compared their 2016 work plan and budget and determined that the budget modification is required to meet their maintenance project needs and

WHEREAS, your Finance Committee has reviewed and recommends the following budget modification

Increase	170-150093193	Motor Pool Fund - Software Supplies	\$ 25,000
Decrease	170-150093510	Motor Pool Fund - Gasoline Nolead	\$ (10,000)
Decrease	170-150093511	Motor Pool Fund - Gasoline Diesel	\$ (15,000)
Decrease	110-102592000	General Fund - Winter Maintenance Motor Pool	\$ (25,000)
Increase	110-102294520	General Fund - Bridges and Culverts - Sand	\$ 250
Increase	110-101794530	General Fund - Storm Sewer - Granite	\$ 250
Increase	110-102494520	General Fund - Alleyways - Sand	\$ 1,500
Increase	110-102494530	General Fund - Alleyways - Granite	\$ 8,000
Increase	110-102393490	General Fund - Buildings - Supplies	\$ 15,000
Net Transfer			\$ -

NOW THEREFORE BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2016 budget as indicated and publish such transfer in the official newspaper.

Approved:

Robert B. Mielke, Mayor

TRANSFER OF FUNDS/CHANGE OF PURPOSE REQUEST FORM

Requested: \$50,000.00

Dept: Motor Pool & Public Works

Date: 07/20/16

Reviewed by Finance: *[Signature]*

Date: 7/21/16

Reviewed by Mayor:

Date:

Transfer Explanation and Justification:

#1 \$25,000.00 GPS annual services-maintenance \$ 15,120.00, plus \$ 4,880.00 for other software supplies needed for the remainder of 2016.

#2 \$10,000.00 Granite needed for Storm Sewer, Alleys and Bridges/Culverts projects.
 \$15,000.00 Buildings & Grounds, (building misc. costs – door repairs, etc.)

FROM / TO	ACCOUNT NUMBER	ACCOUNT NAME	\$ AMOUNT
#1	TRANSFER OF FUNDS		
From	170-150093510	Gasoline (No lead)	\$10,000.00
From	170-150093511	Gasoline (Diesel)	\$15,000.00
To	170-150093193	Software Supplies	\$25,000.00
#2	110-102592000	Motor Pool (WINTER –Street Vehicle Budget)	\$25,000.00
From			
To	110-102294520	Sand / Gravel (Bridges & Culverts)	\$250.00
To	110-101794530	Granite (Storm Sewer)	\$250.00
To	110-102494520	Sand / Gravel (Alleys)	\$1,500.00
To	110-102494530	Granite (Alleys)	\$8,000.00
To	110-102393490	Buildings & Grounds	\$15,000.00

COMMENTS:

Fin. Committee Approval Denial Date: _____ Council Approval Denial Date: _____

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving Modification of the 2016 Budget for Tax Increment District Number Eight	
Committee Action:	Pending
Fiscal Impact:	\$30,873.58
File Number:	15-1109
Date Introduced:	July 26, 2016

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> <i>Budget Source: TID #8</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/>		
			<i>Funds on Hand</i> <input type="checkbox"/>
			<i>Interfund Loan</i> <input checked="" type="checkbox"/>

RESOLUTION

WHEREAS, the budget for Tax Increment District Number Eight provided a spending plan; and

WHEREAS, the costs of the 2nd Avenue project bidding process is complete and actual costs are known as outlined in the attached projected cash flow; and

WHEREAS, a portion of the 2nd Avenue project relates to Water and Sewer Improvements; and the Utility will fund the expected temporary deficit in the district; and

WHEREAS, your Finance Committee has reviewed and recommends the following budget modification to reflect the District Costs

Transfer To: 146-348398230 TID #8 Street and related Improvements	\$150,000
Transfer From: 146-348398290 TID #8 Other Capital Improvements	(\$100,000)
Transfer From: 146-348497200 TID #8 Developer Grants	(\$50,000)

NOW THEREFORE BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau

that the proper City Officials be and are hereby authorized and directed to modify the 2016 budget as indicated and publish such transfer in the official newspaper.

Approved:

Robert B. Mielke, Mayor

CITY OF WAUSAU

TAX INCREMENTAL DISTRICT NUMBER EIGHT

PROJECTED CASH FLOW

Year	USES OF FUNDS						SOURCES OF FUNDS			Annual Surplus (Deficit)	Cumulative Balance	
	Annual Debt Service	2016 Debt Issue	Administrative, Organization & Discretionary Costs	Developer Payments	CVS Tax Claim	Capital Expenditures	Debt Proceeds	Other Income	Tax Increment			
ACTUAL												
1	2012			\$7,801							(\$7,801)	(\$7,801)
2	2013			10,390			7,681				(18,071)	(25,872)
3	2014	372		5,717			235,993	190,000	183,660		131,578	105,706
4	2015	8,957		21,155			76,326	1,020,000	199,366	140,328	1,253,256	1,358,962
ESTIMATED												
5	2016	118,441		67,500	275,000	42,835	1,844,511	555,000	150,000	194,502	(1,448,785)	(89,823)
6	2017	115,246	38,853	15,000	57,500				195,500	215,000	183,901	94,078
7	2018	119,318	41,809	15,000	57,500		100,000		175,000	215,000	56,373	150,451
8	2019	306,665	41,379	15,000	57,500		150,000		175,000	215,000	(180,544)	(30,093)
9	2020	111,593	40,874	15,000	57,500				175,000	215,000	165,033	134,940
10	2021	110,068	40,309	15,000	57,500				175,000	215,000	167,123	302,063
11	2022	113,296	39,705	15,000					175,000	215,000	221,999	524,062
12	2023	111,275	39,078	15,000					175,000	215,000	224,647	748,709
13	2024	113,988	38,438	15,000					175,000	215,000	222,574	971,283
14	2025	111,375	37,769	15,000					175,000	215,000	225,856	1,197,139
15	2026		61,713	15,000					175,000	215,000	313,287	1,510,426
16	2027		60,225	15,000					175,000	215,000	314,775	1,825,201
17	2028		58,650	15,000					175,000	215,000	316,350	2,141,551
18	2029		56,988	15,000					175,000	215,000	318,012	2,459,563
19	2030		54,950	15,000					175,000	215,000	320,050	2,779,613
20	2031		52,850	15,000					450,000	215,000	597,150	3,376,763
21	2032		50,963						175,000	215,000	339,037	3,715,800
TOTAL		\$1,340,594	\$754,553	\$337,563	\$562,500		\$2,414,511	\$1,765,000	#####	\$3,774,830		

2016

PROJECT COSTS:

Developer Loan Disbursement - Schierl	275,000
Developer Payments	275,000
Parking Pavement Marking Project	50,000
Pavement Improvements	47,436
2nd Avenue, Stewart Ave to Elm Street Reconstruction	1,352,511
Street Lighting and Utility Relocation	394,564
Capital Outlay	1,844,511

2018-2019

Housing Improvement Revolving Loan Fund	250,000
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CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2016 Budget for the Payment of Settlement Agreements Pertaining to Employee Grievances or Other Employee Claims Arising out of or Related to the MetroRide Incident

Committee Action: Finance Committee approved: pending

Fiscal Impact: \$30,873.58

File Number: 15-1109	Date Introduced: July 26, 2016
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FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		<i>Budget Source: Amount: \$30,873.58</i>	
		<i>Amount:</i>	
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/>		
			<i>Funds on Hand</i> <input type="checkbox"/>
			<i>Interfund Loan</i> <input type="checkbox"/>

RESOLUTION

WHEREAS, your Finance Committee has reviewed and recommends the following budget modification to finance the payment of the Settlement Agreement claims

Transfer To: 110-25097410	Claims and Bad Debt Expense	\$30,873.58
Transfer From: 110-33429	General Fund Balance	\$30,873.58

NOW THEREFORE BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2016 budget as indicated and publish such transfer in the official newspaper.

Approved:

Robert B. Mielke, Mayor



Office of the City Attorney

TEL: (715) 261-6590
FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

COMMENTS REGARDING
PROPOSED AIRPORT MANAGEMENT AGREEMENT AND FIXED
BASE OPERATOR AGREEMENT FOR
WAUSAU DOWNTOWN AIRPORT

- The City has been requested by Wausau Flying Service, Inc. (“Flying Service”) to renegotiate the Airport Management Agreement and Fixed Base Operator Agreement at the Wausau Downtown Airport. The current agreements were entered into on March 20, 1998. The current agreements each provide for a 20 year term with an option to renew for 10 years. The current agreements do not expire until March 19, 2018.
- Copies of the current agreements and all amendments are attached, along with a summary of each agreement.
- Due to the age of the current agreements it was in the City’s best interests to make certain additions and modifications to the substance and form of the current agreements. The proposed agreements, however, were drafted using the current agreements as the starting point.
- The sole source of the services under these agreements was considered and approved by the Finance Committee at its June 14th meeting.
- Highlights with respect to the proposed agreements are as follows:

MANAGEMENT AGREEMENT:

- A ten (10) year term with the City having an option to extend the term for two (2) additional ten (10) year periods, upon approval by the Common Council.
- A monthly management fee to the Flying Service of \$5,920.83 beginning as of January 1, 2016, increasing to \$6,190.00 as of January 1, 2017, and then to be adjusted annually on each January 1 thereafter based upon the CPI specified in the agreement.
- Payment for snow removal and grass cutting at \$25.00 per hour. This rate is in addition to the monthly management fee and was originally negotiated in 2009 at \$15.00 per hour, having remained unchanged since that time.
- The current agreement provides for an operational audit of the Flying Service’s performance on an annual basis. The Flying Service, as well as the Finance Department has indicated this audit in practice is being done every five (5) years and thus the proposed new agreement provides for operational audits on that basis. Neither the current agreement nor the proposed agreement specifies details as to the contents of, or inquiries to be made, with respect to an operational audit.
- The City’s insurer, CVMIC, made a recommendation that the Flying Service’s airport liability insurance amount be increased from \$2,000,000.00 to \$5,000,000.00. The Flying Service has requested the amount remain at \$2,000,000.00. After much

discussion at its meeting, the Airport Committee has recommended that this limit remain at \$2,000,000.00 as well.

- The agreement contains standard indemnification, hold harmless and release language in addition to the insurance provisions.
- The agreement would be permitted to be terminated in the event of an event of default. There is no termination for convenience provision.
- The proposed agreement provides for automatic termination of the current agreement upon its full execution and approval by the Common Council.

FIXED BASE OPERATOR AGREEMENT:

- A ten (10) year term with the City having an option to extend the term for two (2) additional (ten) 10 year periods, upon approval by the Common Council.
- The lease fee to be paid by the Flying Service to the City for the lease of the premises under this agreement is \$1,000.00 per month which is to be adjusted annually on the anniversary date of the agreement based upon the CPI specified in the agreement.
- The Flying Service operates and maintains Hangars 1 -4 and is responsible for 60% of utilities at these hangars and retains 60% of the rental revenues.
- The Flying Service is requesting that the City undertake improvement to the airport parking lot. No provision relating to that is included in this agreement.
- The Flying Service has a security deposit in the amount of \$750.00 under the current agreement. Although an increase in that security deposit to match the lease payment would be typical, the Flying Service has requested the security deposit remain at \$750.00 based upon its past performance.
- The City's insurer, CVMIC, made a recommendation that the Flying Service's airport liability insurance amount be increased from \$2,000,000.00 to \$5,000,000.00. The Flying Service has requested the amount remain at \$2,000,000.00. After much discussion at its meeting, the Airport Committee has recommended that this limit remain at \$2,000,000.00 as well.
- The current agreement provides for an operational audit of the Flying Service's performance on an annual basis. The Flying Service, as well as the Finance Department has indicated this audit in practice is being done every five (5) years and thus the proposed new agreement provides for operational audits on that basis. Neither the current agreement nor the proposed agreement specifies details as to the contents of, or inquiries to be made, with respect to an operational audit.
- The agreement contains standard indemnification, hold harmless and release language in addition to the insurance provisions.
- The agreement would be permitted to be terminated in the event of an event of default. There is no termination for convenience provision.
- The current agreement provides that the City shall have the right to review and approve the fee schedule charged by the Flying Service for tie down, storage, parking and ramp assistance to non-fueling customers. The Flying Service requested that the review and approval provision be removed and that the Flying Service be required to provide a schedule of its rates annually.
- Services provided by the Flying Service are similar to the current services.
- The proposed agreement provides for automatic termination of the current agreement upon its full execution and approval by the Common Council.

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

JOINT RESOLUTION OF THE AIRPORT COMMITTEE AND FINANCE COMMITTEE	
Authorizing execution of Airport Fixed Base Operation Agreement	
Committee Action:	Airport Comm: Approved 7 - 0 Finance:
Fiscal Impact:	
File Number:	Date Introduced:

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

RESOLUTION

WHEREAS, the City owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport (“Airport”); and

WHEREAS, Wausau Flying Service, Inc. has continuously provided certain aeronautical services (“FBO Services”) to the public at the Airport and to that end has leased from the City certain premises located on the Airport property for such purposes under a current agreement dated March 20, 1998; and

WHEREAS, City is desirous of having Wausau Flying Service, Inc. continue to provide such FBO Services at the Airport; and,

WHEREAS, the Finance Committee authorized the sole source purchase of FBO Services from Wausau Flying Services, Inc. on June 14, 2016; and

WHEREAS, the Airport Committee, at its July 13, 2016 meeting and the Finance Committee at its July 26, 2016 meeting did approve the Airport Fixed Base Operation Agreement for a period of ten (10)

years with an option to extend the term of the agreement for two (2) additional ten (10) year periods and an initial monthly lease fee of One Thousand Dollars (\$1000.00) to be adjusted annually based upon the Consumer Price Index and a \$0.12 per gallon fuel flow fee to be paid to the City for every gallon of fuel sold, and other terms as set forth in the agreement which is attached as Exhibit 1.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached Airport Fixed Base Operation Agreement between the City of Wausau and Wausau Flying Service, Inc.

Approved:

Robert B. Mielke, Mayor

AIRPORT FIXED BASE OPERATION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Wausau Flying Service, Inc., a Wisconsin corporation, hereinafter referred to as "FBO."

WITNESSETH:

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

WHEREAS, City is desirous of having FBO provide certain aeronautical services to the public, and to that end CITY is desirous of leasing to FBO certain premises on the Airport property and having FBO be its Airport operator, all in return for certain considerations.

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

1. FACILITIES AND LAND. City hereby leases to FBO the portions of the current Terminal Building set forth in the attached "Exhibit A" ("Terminal Building") including office area, classrooms, and rest rooms, Hangars 1 – 4, the tie-down areas, the fuel facilities, the fuel trucks, the radio antenna, and the equipment owned by the City and used for operation of the airport listed in the attached "Exhibit B". Collectively, the Terminal Building and equipment are hereinafter referred to as "Premises."

City and FBO hereby agree that FBO shall operate, manage and maintain Hangars 1 through 4 as shown on the attached "Exhibit C." FBO shall be responsible for 60 percent (60%) of all utilities and other expenses for these hangars FBO shall retain sixty percent (60%) of all rental revenues from these hangars City shall pay forty percent (40%) of costs of hangar operation. City shall receive forty percent (40%) of all rental revenues from the hangars.

Any alterations or additions to any building under the control of the FBO pursuant to this Agreement shall be made only after approval of plans for such alterations or additions by the City at its sole discretion. Title to any such additions, improvements, alterations, personal property, or fixtures constructed or installed, shall immediately upon completion be vested in and become the property of the City.

All moveable equipment which is purchased by FBO shall remain the property of FBO.

2. OPERATIONAL OFFICES AND STATUS OF FBO. The operational offices of FBO shall be located at the Airport.

FBO, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of City and neither party shall hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the

parties, nor shall either party have any right to enter into any agreement or commitment on behalf of the other. FBO shall bear sole responsibility for all the acts of its employees, agents or subcontractors and for all payroll and employment taxes relating to FBO's personnel.

3. SERVICES TO BE PROVIDED BY FBO. FBO shall provide the following services during the duration of this Agreement:

- A. Provide, sell and dispense aircraft fuel and oil service with a recognized brand of aviation fuel, oil, lubricants and other related aviation petroleum products. All fuel shall be tested for contaminants by FBO, and all fuel storage dispensing and testing shall be conducted by FBO in accordance with federal, state and local laws, rules and regulations.
- B. FBO shall provide daily and routine maintenance of all equipment that is utilized by FBO; however, City shall be responsible for major repairs, including repairs to the overhead doors for Hangars 1 to 4, and/or replacement of these items, unless such repair and/or maintenance is due to the negligence of FBO, in which case the repair and/or replacement shall, in its entirety, be performed by FBO. "Major repairs" is defined as any repair exceeding \$200. City shall not be responsible for any repairs to FBO owned equipment.
- C. Assist individuals in the tie-down, storage and parking of aircraft and miscellaneous ramp assistance. FBO may establish a schedule of fees to be charged for tie down, storage, parking and ramp assistance to non-fueling customers. The fee schedule shall be submitted annually to the City.
- D. Flight instruction, including but not limited to ground school instruction, remedial flight training, and in-flight training, all at rates that are competitive with other general aviation airports in central Wisconsin. FBO shall provide a schedule of current rates annually to the City.
- E. Aircraft rental service for both private pilot use and for flight instruction. Aircraft rental service shall be possible twenty-four hours per day. Aircraft for flight instruction shall be available as needed. FBO shall provide a schedule of current rates annually to the City.
- F. Arrange for aircraft charter and air taxi service to the general public or for hire at rates that are competitive with other general aviation airports in central Wisconsin. FBO shall provide schedule of current rates annually to the City.
- G. Arrange for aircraft maintenance and repair service. Nothing in this Agreement operates to prevent any person, firm, or corporation operating aircraft on the

Airport from performing any services on its own aircraft, subject to the Minimum Standards provisions of Wausau Municipal Code sec. 22.34.

- H. Provide such other aeronautical services which are consistent with the minimum requirements for aeronautical services set by either federal, state, or local ordinance, policy or regulation, but that City, before enacting any new or additional ordinances or regulations or policies regarding the operation of said Airport, shall meet and consult with FBO.
- I. "High quality customer service representation" shall be provided to City and general public at all times.
- J. All service shall be provided in a courteous and friendly manner.
- K. Operational audit of performance of FBO shall be conducted by City every 5 years.

4. FUEL FLOW FEE. The price of all fuel sold at Airport shall be a price which encourages utilization of the Airport by air traffic (a current schedule of fuel prices shall be provided to City), and a \$0.12 per gallon fuel flow fee shall be paid by FBO to City, on a monthly basis, for every gallon of fuel sold, and all appropriate and necessary reports concerning fuel flow shall be furnished by FBO to City upon request. This fuel flow fee specifically applies to all sales of petroleum products, including gasoline.

5. LEASE FEES. FBO shall pay to City for the lease of the Premises an initial amount of One Thousand Dollars (\$1000.00) per month, which monthly payment shall be received by the City of Wausau Finance Department no later than, the fifth day of the month for which the monthly payment is due. This lease fee shall be adjusted annually on the anniversary date of this Agreement based upon any increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Midwest Region, All Items Index. FBO shall provide, or has previously provided, a security deposit in the amount of Seven Hundred Fifty Dollars (\$750.00) that will be refundable upon termination or expiration of this Agreement.

6. TERM OF AGREEMENT. The term of this Agreement shall be for a period of ten (10)) years commencing on the date above first written. The City, upon approval by the Common Council, shall have the option to extend the term of this Agreement for two (2) additional ten (10) year periods subject to all of the provisions of this Agreement, upon providing FBO with sixty (60) days advance written notice before the last day of the current term.

7. SALE OF AIRCRAFT. FBO shall have the right to sell aircraft on a commercial basis.

8. FBO's AIRCRAFT. FBO shall have available for use at Airport, either owned or leased by FBO, at least one currently airworthy aircraft, which must be equipped for and capable of flight

instruction; additional aircraft shall be based at the Airport in sufficient number to accommodate public demand for such aircraft; all aircraft must meet minimum federal and state safety standards.

9. AUTOMOBILE PARKING LOT. The automobile parking lot located on Airport is not for the exclusive use of FBO, however, FBO's customers, suppliers and guests may use the parking lot area along with other members of the public, and any other individuals utilizing the Airport for lawful purposes.

10. T-HANGARS. City shall operate and maintain the T-Hangars as shown on the attached Exhibit C, and collect all rents therefrom, and FBO shall have no responsibility whatsoever with respect to the management thereof, although FBO agrees to maintain a list of current tenants and shall refer prospective tenants to the proper personnel of the City. FBO has first option of rental when a T-Hangar becomes available at the then current rental rates charged by the City for such T-Hangar. Such option must be exercised in writing by the FBO within 30 days of notice of vacancy or shall be deemed to have been waived by FBO.

11. HOURS OF OPERATION. Hours of operation shall not be reduced below the following:

Summer Hours (Memorial Day through Labor Day)

Monday through Friday - 8:00 a.m. to 6:00 p.m.

Saturday and Sunday - 8:00 a.m. to 5:00 p.m.

Winter Hours

Sunday through Saturday - 8:00 a.m. to 5:00 p.m., except for in the event of inclement weather.

Availability of FBO services outside of the foregoing hours shall be on an on-call basis, as requested by airport patrons and at the discretion of the FBO.

12. MINIMUM STANDARDS. FBO shall provide all aeronautical services in accordance with the minimum standards set forth in Wausau Municipal Code sec. 22.34 ("Minimum Standards"), and in compliance with all federal, state and local laws, codes, regulations, rules, orders and policies.

13. FBO'S EMPLOYEES. FBO shall employ and have on duty, an adequate number of qualified and trained personnel as necessary to meet the required hours of operation, on-call hours, the Minimum Standards, and otherwise perform the services required under this Agreement at FBO's sole expense. In the event that the City desires, or is required by state or federal law, or any regulation or order of a federal or state agency to change any Minimum Standards, it shall first consult and meet with FBO.

14. USE OF PREMISES. FBO shall make use of the Premises only in furtherance of and pursuant to the provisions contained within this Agreement, and no other business of any kind shall be conducted at the Airport by FBO, its employees or agents, other than that which is conducted pursuant to this Agreement. No portion of the FBO building shall be used or occupied as sleeping or lodging

quarters, except on a temporary basis for FBO patrons and employees as is customary at FBOs as an amenity for aircrews.

15. SEAPLANE BASE. FBO may improve or further develop a seaplane base, upon the advance written approval of City, at its sole discretion, and at an expense to be negotiated with and agreed upon by the City, with said expenses to be split between the parties hereto as is mutually agreeable between them. Title to any improvements, personal property, or fixtures constructed or installed to develop a seaplane base shall be vested in and become the property of the City upon completion.

16. SIGNS. FBO agrees that no signs, lighting, or advertising matter, shall be erected without the written consent of City. All signs, lighting or advertising matter shall conform to the requirements of the Wausau Municipal Code. It shall be allowable to affix posters and other similar temporary notices announcing events and activities at the Airport to the walls and doors of the Terminal Building provided they are removed when the time for the event or activity has passed and they are arranged in a way that does not give the appearance of clutter or disarray.

17. INSURANCE. FBO shall maintain in effect at all times during the term of this Agreement, and at its sole expense, airport liability insurance coverage issued by a company licensed to do business in the State of Wisconsin and satisfactory to the City in an amount not less than two million dollars (\$2,000,000.00); provided that this limit shall be increased at FBO's expense, if additional amounts are required by any federal or state regulations. FBO shall furnish the City a Certificate of Insurance and upon request, certified copies of the required insurance policy or policies. The Certificate of Insurance and the policy shall include the following:

- A. Shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insureds.
- B. Shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancellation.
- C. Shall contain a waiver of subrogation in favor of the City.
- D. Shall be primary and non-contributory with regard to the City
- E. Have attached an endorsement to the policy indicating items A through D.

FBO shall also maintain Workers' Compensation Insurance as required by Wisconsin law.

18. HOLD HARMLESS.

- A. FBO shall defend, indemnify and hold harmless, release and forever discharge City, its employees, agents, representatives, officers and officials whether hired, appointed or elected, from and against any and all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses,

including reasonable attorneys' fees and other reasonable costs of defense, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the City, its employees, agents, representatives, and elected or appointed officials as a result of any act or omission on the part of the FBO, its employees, agents, or others whose services are engaged in by the FBO or anyone directly or indirectly employed by or controlled by the FBO, arising directly or indirectly in the course of the performance of this Agreement.

- B. City shall indemnify, defend, and hold harmless, release and forever discharge FBO, its employees and agents, from and against any and all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees and other reasonable costs of defense, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against FBO, its employees, agents, or representatives, as a result of any act or omission on the part of the City, its employees, agents, elected or appointed officials or others whose services are engaged in by the City or anyone directly or indirectly employed by or controlled by the City, arising directly or indirectly in the course of the performance of this Agreement including any liability arising as the result of and/or due to the presence or replacement of underground fuel or oil tanks at the Airport or on any premises owned by City and adjacent thereto, including claims by the State of Wisconsin, the Wisconsin Department of Natural Resources, or any other agency of the State of Wisconsin, and by any agency of the federal government.

19. RIGHTS IN COMMON WITH OTHERS. FBO shall have the right, in common with others so authorized, to use all common areas of Airport, including runways, taxiways, aprons, roadways, and parking lot.

20. OBLIGATIONS OF CITY.

- A. City shall provide snow plowing, grass cutting, and weed cutting in all areas outside the security fence of the Airport.
- B. City shall provide snow removal services in the areas inside the security fence as shown on Exhibit C and as further described in the Airport Management Agreement of even date _____, 2016.
- C. City shall provide bulbs for runway and taxiway lights to FBO at its sole expense; the City shall be responsible for maintaining the runway lights and taxiway lights, other than routine replacement of bulbs which shall be the responsibility of the Airport Manager
- D. City shall maintain the surface of the runways, hangar areas, taxi lanes, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

21. OUTSIDE STORAGE AND REMOVAL OF TRASH. FBO 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 Airport property. Any screens or other devices used to keep equipment, materials or supplies from public view shall be subject to prior consent by City.

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

The dumpsters servicing the property may be placed in the parking lot outside the security fence, behind Hangars 2 and 3.

22. COMPLIANCE WITH LAWS. FBO shall at all times comply with Airport rules and regulations, federal, state and municipal laws, ordinances, codes, and other regulatory measures or orders now in existence or as may be hereafter adopted, modified, and/or amended, applicable to the Airport or the specific type of operations conducted by FBO, or any other activity conducted by the FBO on the Airport property. FBO shall procure and maintain during the term of this Agreement all licenses, permits and other similar authorizations required for the conduct of its operations; and City shall not unreasonably and without notice enact any ordinances nor laws that would adversely affect FBO's operation under this Agreement unless required by federal or state law, regulation, or order.

23. SECURITY. FBO and all agents and employees acting on behalf of the FBO will follow the Airport Security Plan and ensure that all secure and locked areas of the Airport by the FBO are kept secure and locked at all times.

24. CITY'S RIGHT OF ENTRY. City, its authorized employees, representatives, or agents, shall have the right to enter upon Airport property other than Hangars 1 through 4 and the areas of the Terminal Building occupied by Wausau Flying Service, Inc. at any reasonable times to make any inspection it may deem expedient to the proper enforcement of any of the terms of this Agreement. As to Hangars 1 through 4 and those areas of the Terminal building occupied by Wausau Flying Service, Inc. the City shall provide Wausau Flying Service, Inc. 24 hours notice of any inspection, except in case of emergency.

25. LIENS. FBO agrees to promptly pay all sums legally due and payable on account of any labor performed on or material furnished for the benefit of FBO for the Premises or Airport property. FBO shall not permit any liens to be placed against the Premises or Airport property on account of any such labor performed or material furnished and in the event such a lien is placed against the Premises. FBO agrees to save and hold City harmless from any and all asserted claims and liens and to remove or cause to be removed any and all such claims or liens as soon as reasonably possible.

26. REPAIR OF PREMISES. FBO shall, at its expense, keep, maintain, and repair the Premises in its present condition subject to normal wear and tear. In the event FBO fails to comply with this paragraph, City shall give written notice to FBO specifying the nature of FBO's failure. In the event that

FBO fails within thirty (30) days' notice to cure such failure, CITY may terminate this Agreement upon thirty (30) days' notice to FBO, or in the alternative, to cure such failure in an efficient, effective and good and workmanlike manner, and to assess the costs thereof against FBO. FBO hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorney's fees incurred by City in curing such failure within thirty (30) days after City's demand therefor.

27. DEVELOPMENT. City reserves the right to further develop or improve the Airport property, including landing and public areas and ramp space as it sees fit, regardless of the desires or views of FBO, and without interference or hindrance. City shall compensate FBO for any loss of income which may occur as a result of such development.

28. SUBORDINATION. This Agreement shall be subordinate to the provisions of any existing or future agreement between City and the United States government or the State of Wisconsin relative to the operation or maintenance of 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 Airport. Should the effect of any such agreement with the United States government or with the State of Wisconsin be to take the Premises or Terminal 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 may terminate this Agreement without further obligation to FBO, and FBO, in that event, shall vacate the premises after that thirty (30) day period without recourse to City.

29. INTERFERENCE WITH AIRPORT ACTIVITIES. To the extent that is within FBO's power and authority, FBO shall not make any use of, or conduct any activities on the Airport property which would interfere with or be a hazard to the flight of aircraft over the Airport, or to and from the Airport, or interfere with air navigation and communication facilities presently or in the future serving the Airport and specifically agrees not to permit the height of any structure, object of natural growth, or other obstruction within its control to exceed height limits established in Title 49, Part 77 of the Code of Federal Regulations. To the extent FBO is aware of or should be aware of any such use or conduct on the Airport property, FBO shall immediately provide written notice to the City. FBO shall not create any hazard which would interfere with the use or the safety of air traffic at the Airport contrary to any federal, state, or local law, regulation, or ordinance.

30. TERMINATION BY CITY.

A. City may terminate this Agreement by giving FBO sixty (60) days' advance written notice upon or after any one of the following events of default:

- 1 The filing by FBO of a voluntary petition in bankruptcy.
2. The institution of proceedings in bankruptcy against FBO and the adjudication of FBO as bankrupt pursuant to such proceedings.
- 3.The taking by a court of jurisdiction of FBO and its assets pursuant to proceedings brought under the provisions of any federal reorganization act.

4. The appointment of a receiver of FBO's assets or any general assignment for the benefit of FBO's creditors.
5. The abandonment by FBO of the Premises except in connection with its surrender to an assignee, sublessee, mortgagee, or other party succeeding to FBO's interests or portion thereof hereunder which has been approved by the advance written consent of the City Common Council.
6. The default by FBO in the performance of any obligation required herein to be performed by FBO, and FBO's failure to correct such default within thirty (30) days after notice thereof from City;

In the event of termination for default by FBO, the City shall have the right at once and without further notice to the FBO to take possession of the Premises.

- B. City may terminate this Agreement upon sixty (60) days' written notice to FBO upon the happening of any of the following events:
 1. The lawful assumption by the United States Government or any authorized agency thereof, or by the State of Wisconsin, or any authorized agency thereof, without inducement by City, of the operation, control or use of Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict FBO, for a period of at least sixty days, from operating from the premises leased to Manager under the FBO Agreement.
 2. The termination of that certain Airport Management Agreement entered into by and between the City and FBO, dated _____, 2016, by either party.

The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Failure of City to declare this Agreement terminated upon the default of FBO for any of the reasons set out above shall not operate to waive the right of City to terminate this Agreement by reason of any subsequent violation of the terms of this Agreement.

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

32. CASUALTY. If, during the term of this Agreement, the Premises or any of Hangars 1 to 4 are partially or totally destroyed or rendered unusable, or rendered partially or totally inaccessible, City may, at its option, repair, rebuild or restore said Premises or structures, provide FBO with suitable

alternative facilities, or terminate this Agreement. In the event the City elects to rebuild or restore the Premises or structures, rent payments under this Agreement shall be appropriately reduced to reflect such inaccessibility.

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

34. NONEXCLUSIVE RIGHTS. City retains the privilege of entering into other agreements which may or may not be similar to this Agreement and which may or may not contain similar terms with other entities or individuals for use of Airport facilities; provided, however, that City agrees not to and shall not enter into any such agreement that abrogates FBO's right to quiet enjoyment or that limits or restricts the use of the Premises or Airport by FBO with the exception of a lease between the City and the United States of America for approximately 322 square feet for technical/equipment space located on the first floor of the Terminal Building. City shall include FBO in any negotiations for any Agreements that City may enter into with third parties that would affect the rights of FBO under this Agreement.

35. NONASSIGNMENT. FBO shall not assign its rights or obligations under this Agreement without the advance written consent of the City of Wausau. It is expressly understood and agreed that the shareholders of FBO shall not transfer fifty (50) percent or more (whether collectively or individually) of their ownership interests to any other person or persons without the express written consent of City. Such transfer of ownership without such written consent shall constitute a material breach of this Agreement and shall authorize City, at its option, to declare this Agreement void, terminate the same, and re-enter and take possession of the premises. The current shareholders and their ownership interests are as set forth in the Certificate of Ownership attested to by the Secretary of FBO and attached hereto as Exhibit D.

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

37. NOTICE. Any notice, demand, request, consent, approval or communication required or desired to be given by either party to the other or to a third party shall be in writing and either delivered personally or sent by certified United States mail, return receipt requested, in a sealed envelope, postage prepaid, and addressed as follows:

TO CITY:

City Clerk
City of Wausau City Hall
407 Grant Street
Wausau, WI 54403

TO FBO:

Charles P. Turner
Wausau Flying Service, Inc.
Wausau Municipal Airport
Woods Place
Wausau, WI 54403

Either party may change its address by notice to the other in accordance with this paragraph. Notice shall be deemed communicated when delivered, if delivered personally, or within 48 hours from the date of mailing, if mailed pursuant to this paragraph.

38. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and each party understands that there are no other oral understandings or agreements other than those set out herein. This Agreement cannot be added to, altered, or amended in any way except by written agreement signed by both of the parties hereto.

39. LAW. This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin.

40. SUCCESSORS AND ASSIGNS. The conditions, covenants and agreements in the foregoing Agreement to be kept and performed by the parties hereto shall be binding upon the respective parties and their approved successors and assigns.

41. TERMINATION OF PRIOR AGREEMENT. Fixed based operator services are currently provided by FBO under a separate Airport Fixed Base Operation Agreement between the City and FBO dated March 20, 1998 and certain amendment(s) thereto for a term of twenty (20) years. Upon full execution of the instant Agreement between the parties and authorization by the Common Council, the prior Airport Fixed Base Operation Agreement and all amendment(s) shall automatically terminate and be of no further effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

Robert Mielke , Mayor

Toni Rayala, Clerk

WAUSAU FLYING SERVICE, INC., BY:

President

Secretary

EXHIBIT B

Wausau Airport Personal Property Inventory

Terminal Building

Misc Pictures
Towle Family Photo
2 Display cabinets
2 Couches
1 Love Seat
1 Coffee Table
2 End Tables
3 Chairs
3 Garbage Cans
1 Flag and Pole
7 File Cabinets
Unicom Radio
Set of Lockers
6 Desks
2 Lazy boys
1 TV and TV Stand
1 TV Cabinet
1 Credenza
Handheld Unicom
ASOS Computer w/ Monitor
3- Shelving Units
Refrigerator
2 Conference room tables
12 Conference room chairs
1 yellow 50 ft. extension cord
1 orange 50 ft. extension cord

Hangar 2

1- 20 foot ladder
1-15 foot ladder
Air Compressor

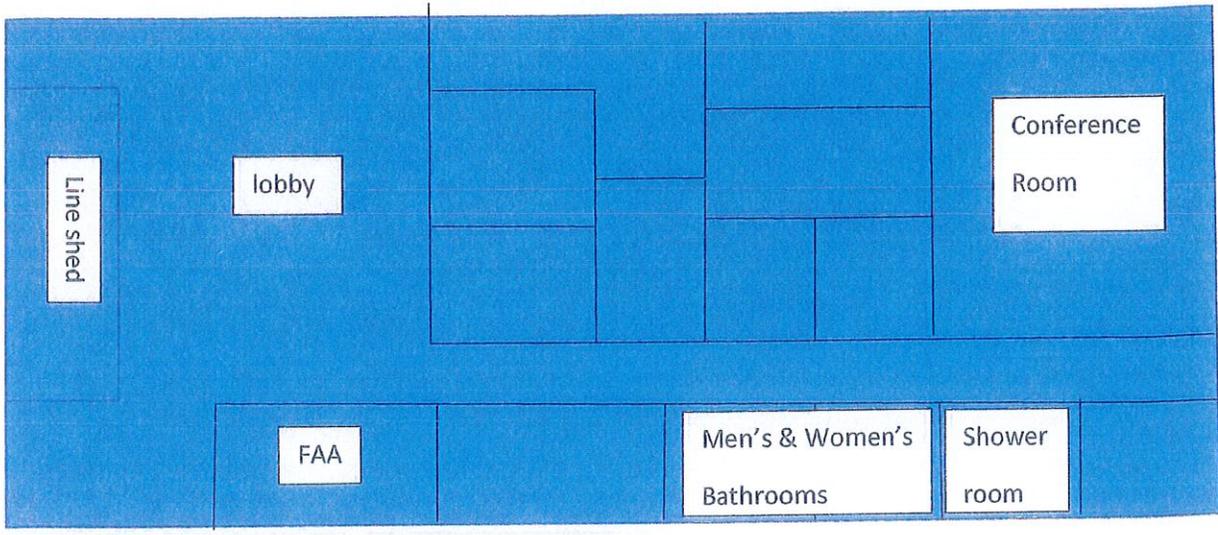
Hangar 3

Floor Scrubber
Floor Scrubber Charger
White Tug

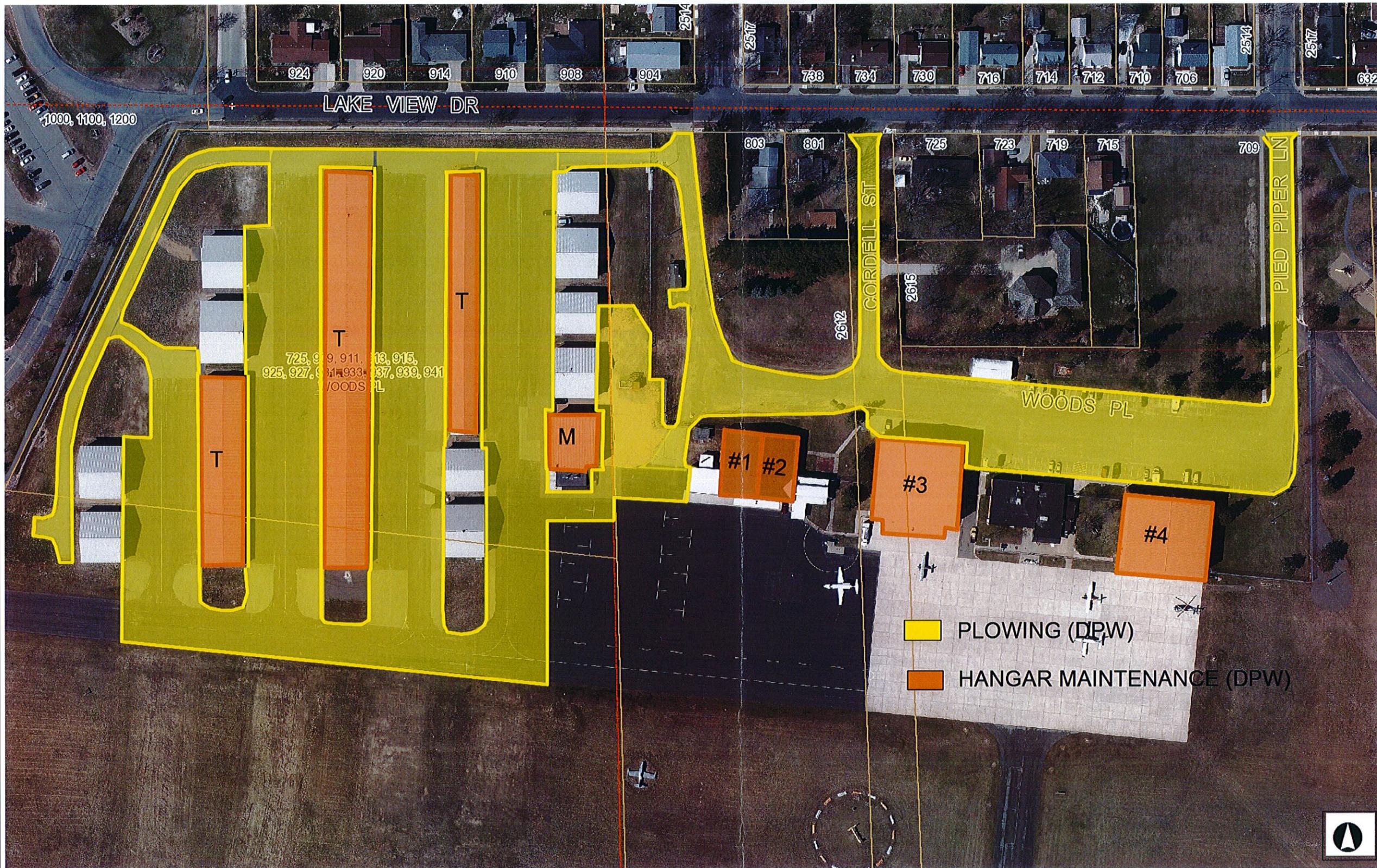
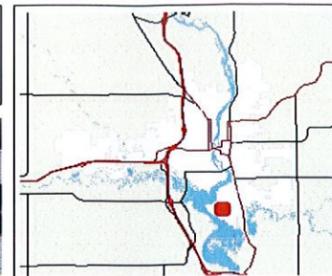
5 Urea Spreaders
Engine Preheater
2 GPUs
3 Towbars
Bullet Heater
Portable Air Compressor
10 folding tables
100 folding chairs

SRE

Power Washer
Misc. Vehicle Fluids
1 Hand Truck
Fuel Testing supplies
Fuel Truck
Yellow Ford Pickup
Oil waste container
Plow Truck
New Holland Tractor
International Tractor
Broom Implement
Blower Implement
Snowblower
Backhoe Implement
Plow Implement
Vericom Unit
Vericom Printer
Explosives Cabinet
8 Foot Ladder
Stihl Backpack Blower



There are no official layout maps that exist for the FBO/Terminal building. The above depiction is a not-to-scale layout map that I created to define areas of the building the Wausau Flying Service, Inc. does not rent. On this map, the rooms that are labeled are the spaces that are NOT rented by WFS.



- Legend**
- Parcels
 - Section Lines/Numbers
 - Stream - River
 - Pond - Lake
 - Wausau Wetland
 - Swamp
 - Ortho - 2015 - 3in

PLOWING (DPW)
 HANGAR MAINTENANCE (DPW)



Notes

EXHIBIT C

monthly management fee of Five Thousand Nine Hundred Twenty and 83/100 Dollars (\$5,920.83) which management fee will be effective retroactive to January 1, 2016, and grass cutting and snow removal services at a rate of Twenty Five Dollars (\$25.00) per hour and other terms as set forth in the agreement which is attached as Exhibit 1.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached Airport Management Agreement between the City of Wausau and Wausau Flying Service, Inc.

Approved:

Robert B. Mielke, Mayor

AIRPORT MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Wausau Flying Service, Inc., a Wisconsin corporation, hereinafter referred to as "Manager."

WITNESSETH:

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

WHEREAS, City is desirous of having Manager manage Airport for City and having Manager be its airport manager, all in return for certain considerations.

NOW, THEREFORE, for and in consideration of the covenants, and agreements herein contained, City and Manager agree as follows:

1. STATUS OF MANAGER. Manager, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of City and neither party shall hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall either party have any right to enter into any agreement or commitment on behalf of the other. Manager shall bear sole responsibility for all the acts of its employees, agents or subcontractors and for all payroll and employment taxes relating to Manager's personnel. Manager shall not assign or delegate any duties or responsibilities under this Agreement without prior written approval of City except to John Peter Chmiel, an employee of Manager. City's approval shall not be unreasonably withheld but may be withdrawn upon dissatisfactory performance by Manager or Manager's designee.

2. SERVICES TO BE PROVIDED BY MANAGER. Manager shall provide the following services during the duration of this Agreement.

- A. Conduct or provide for daily inspection of all Airport physical properties including runways, taxiways, lighting systems, buildings, automobile parking areas and access roads; personally make or direct others to make routine repairs, replacements and improvements in a timely and efficient manner; requisition from City or purchase, small equipment and supplies required in daily operation and maintenance; keep a complete and accurate record of all maintenance work performed on Airport and make such reports to City as may be required at such time and in the form requested by City; provide, snow removal (in accordance with the Airport Snow Plowing policy), grass cutting, weed cutting, etc., to all buildings, lawns, sidewalks, and areas inside the security fence of the Airport, except those areas shown on the attached Exhibit A. City remains responsible for all maintenance, snow shoveling grass

cutting, weed cutting, etc., of airport property within ten (10) feet of both sides of the security fence as shown on the attached Exhibit B, in addition to its responsibility for snow removal as set forth above. The City shall also be responsible for maintaining the T-Hangars, the SRE Building, the fuel tanks and associated dispensing facilities located inside the security fence, and the security fence and all gates of the security fence. In order to keep the airport continuously operating, if an emergent situation such as staff illness or equipment breakdown, makes it impossible for Manager to plow snow from the runways, ramps and taxiways in a timely fashion, the City agrees to provide snow removal services on such an occasion as soon as is practicable.

- B. Provide daily and routine maintenance of all equipment that is utilized by Manager; however, City shall be responsible for all maintenance and major repairs, on Hangars 1 through 4 as shown on the attached Exhibit A including repairs to the overhead doors, and/or replacement of those doors, unless such repair and/or maintenance is due to the negligence of Manager, in which case the repair and/or replacement shall, in its entirety, be performed by and at the expense of Manager. Major repairs is defined as any repair exceeding Two Hundred and No/100 Dollars \$200.00.
- C. Determine current and potential program needs and prepare plans to fill these needs; make recommendations for current and future development of aviation facilities; coordinate all development and improvement with the proper federal, state and local agencies, engineers, architects and other professionals, aviation organizations and public interest groups.
- D. Recommend to City, ordinances and regulations relating to the safe and efficient operation of Airport, and governing the use of Airport, including the leasing of floor space, parking, hangars, and other property; assure enforcement of all ordinances and regulations concerning Airport.
- E. Serve as a liaison between City and Airport users and lessees relative to the preparation, negotiation, rates and charges, and terms of leases and agreements.
- F. Develop and maintain effective liaison, including through promotion and publicity of the Wausau Downtown Airport, with the traveling and general public, commercial and general aviation interests, agencies having control over, or interest in, certain airport activities, tenants and their employees, and all entities with an interest in Airport.
- G. Be responsible for notifying the City, Federal Aviation Administration or any other federal or state agency having authority over or governing air traffic or Airport operations promptly of all conditions affecting the safe use of Airport.
- H. Participate in conferences and meetings of aeronautical and civic organizations for the promotion of aviation activity in the community; give talks on Airport progress and service;

coordinate the plans and assure safe operating procedures are followed for air shows, demonstrations and exhibitions at Airport.

- I. Attend all relevant City Common council and committee meetings, and staff meetings (where matters pertaining to the Airport are discussed), unless excused by the Mayor.
- J. In the event of an emergency at the Airport, the proper City officials shall be notified by Manager as delineated on Exhibit C.
- K. Operational audit of performance of Manager shall be conducted by City every five (5) years. Manager shall have thirty (30) days from date of audit to remedy all performance below standards or City shall have option to cancel.
- L. Provide all labor for replacement of bulbs for runway lights.

3. MANAGEMENT FEE. In return for all of the aforescribed and hereinafter described services provided by Manager, a monthly management fee shall be paid by City to Manager (“Management Fee”), which amount is due Manager by the fifth day of the month as follows: .

- A. Five Thousand Nine Hundred Twenty and 83/100 Dollars (\$5,920.83) per month effective as of January 1, 2016. Manager shall be paid the difference between the Management Fee of \$5920.83 and the monthly fee of \$5,668.41 paid under the previous Airport Management Contract dated March 20, 1998 for the period of January 1, 2016 to the effective date of this Agreement in a lump sum within thirty (30) days of such effective date.
- B. Six Thousand One Hundred Ninety Dollars (\$6,190.00) per month beginning January 1, 2017, through December 31, 2017. The monthly Management Fee shall thereafter be adjusted annually on January 1 beginning January 1, 2018, based upon any increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Midwest Region, All Items Index.

In addition to the Management Fee, Manager shall be paid for grass cutting and snow removal required under this Agreement at a rate of Twenty Five and No/100 Dollars (\$25.00) per hour.

4. TERM OF AGREEMENT. The term of this Agreement shall be for a period of ten (10) years commencing on the date above first written. The City, upon approval by the Common Council, shall have the option to extend the term of this Agreement for two (2) additional ten (10) year periods subject to all of the provisions of this Agreement, upon providing Manager with sixty (60) days advance written notice before the last day of the current term.

5. UTILITIES AND TAXES. If Manager owns or leases any equipment used in the execution of this Agreement Manager agrees to pay all expenses of the use of such equipment, including but not limited to bills for electricity, gas, sewer and water, phone bills and any personal property taxes on such equipment.

6. HOURS OF OPERATION. Hours of operation shall not be reduced below the following:

Summer Hours (Memorial Day through Labor Day)

Monday through Friday - 8:00 a.m. to 6:00 p.m.

Saturday and Sunday - 8:00 a.m. to 5:00 p.m.

Winter Hours

Sunday through Saturday - 8:00 a.m. to 5:00 p.m., except for in the event of inclement weather.

Manager shall be available on call after hours as reasonably needed to maintain the continuous operation of the airport.

7. MINIMUM STANDARDS. Manager shall provide all aeronautical services in accordance with the minimum standards set forth in section 22.34 of the Wausau Municipal Code ("Minimum Standards"), and in compliance with all federal, state and local laws, codes, regulations, rules, orders and policies. In the event that the City desires or is required by state or federal law, or any regulation or order of a federal or state agency to change any Minimum Standards, it shall first consult and meet with Manager.

8. MANAGER'S EMPLOYEES. Manager shall employ and have on duty, an adequate number of qualified and trained personnel as necessary to meet the required hours of operation, on-call hours, the Minimum Standards, and otherwise perform the services required under this Agreement at Manager's sole expense.

9. INSURANCE. FBO shall maintain in effect at all times during the term of this Agreement, and at its sole expense, airport liability insurance coverage issued by a company licensed to do business in the State of Wisconsin and satisfactory to the City in an amount not less than two million dollars (\$2,000,000.00); provided that this limit shall be increased at FBO's expense, if additional amounts are required by any federal or state regulations. FBO shall furnish the City a Certificate of Insurance and upon request, certified copies of the required insurance policy or policies. The Certificate of Insurance and the policy shall include the following:

- A. Shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insureds.
- B. Shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancellation.
- C. Shall contain a waiver of subrogation in favor of the City.
- D. Shall be primary and non-contributory with regard to the City
- E. Have attached an endorsement to the policy indicating items A through D.

FBO shall also maintain Workers' Compensation Insurance as required by Wisconsin law.

10. HOLD HARMLESS.

- A. Manager shall defend, indemnify and hold harmless, release and forever discharge City, its employees, agents, representatives, officers and officials whether hired, appointed or elected, from and against any and all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees and other reasonable costs of defense, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the City, its employees, agents, representatives, and elected or appointed officials as a result of any act or omission on the part of the Manager, its employees, agents, or others whose services are engaged in by the Manager or anyone directly or indirectly employed by or controlled by the Manager, arising directly or indirectly in the course of the performance of this Agreement.
- B. City shall indemnify, defend, and hold harmless, release and forever discharge Manager, its employees and agents, from and against any and all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees and other reasonable costs of defense, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against Manager its employees, agents, or representatives, as a result of any act or omission on the part of the City, its employees, agents, elected or appointed officials or others whose services are engaged in by the City or anyone directly or indirectly employed by or controlled by the City, arising directly or indirectly in the course of the performance of this Agreement including any liability arising as the result of and/or due to the presence or replacement of underground fuel or oil tanks at the Airport or on any premises owned by City and adjacent thereto, including claims by the State of Wisconsin, the Wisconsin Department of Natural Resources, or any other agency of the State of Wisconsin, and by any agency of the federal government.

11. OBLIGATIONS OF CITY.

- A. City shall provide snow plowing, grass cutting, and weed cutting in all areas outside the security fence of the Airport.
- B. City shall provide snow removal services in the areas inside the security fence as shown on Exhibit A and as further described in paragraph 2A, above.
- C. City shall provide bulbs for runway and taxiway lights to Manager at its sole expense; the City shall be responsible for maintaining the runway lights and taxiway lights, other than routine replacement of bulbs which shall be the responsibility of the Manager
- D. City shall maintain the surface of the runways, hangar areas taxi lanes, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

12. CITY'S RIGHT OF ENTRY. City, its authorized employees, representatives, or agents, shall have the right to enter upon Airport property other than Hangars 1 through 4 and the areas of the Terminal Building occupied by Wausau Flying Service, Inc. at any reasonable times to make any inspection it may deem expedient to the proper enforcement of any of the terms of this Agreement. As to Hangars 1 through 4 and those areas of the Terminal building occupied by Wausau Flying Service, Inc. the City shall provide Wausau Flying Service, Inc. 24 hours notice of any inspection, except in case of emergency.

13. ACCEPTANCE OF PREMISES. Manager, by the execution of this Agreement, represents that it has fully inspected the Airport property, and that it accepts the condition of the same as it now exists, and fully assumes all risks incident to the use thereof, including, but not limited to any apparent conditions on the Airport property.

14. OUTSIDE STORAGE AND REMOVAL OF TRASH. Manager 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 Airport property. Any screens or other devices used to keep equipment, materials or supplies from public view shall be subject to prior consent by City.

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

The dumpsters servicing the property may be placed in the parking lot outside the security fence, behind Hangars 2 and 3.

15. COMPLIANCE WITH LAWS. Manager shall at all times comply with Airport rules and regulations, federal, state and municipal laws, ordinances, codes, and other regulatory measures or orders now in existence or as may be hereafter adopted, modified, and/or amended, applicable to the Airport or the specific type of operations conducted by Manager, or any other activity conducted by Manager on the Airport property. Manager shall procure and maintain during the term of this Agreement all licenses, permits and other similar authorizations required for the conduct of its operations; and City shall not unreasonably and without notice enact any ordinances nor laws that would adversely affect Manager's operation under this Agreement unless required by federal or state law, regulation, or order.

16. SECURITY. Manager shall implement the current Airport Security Plan.

17. SUBORDINATION. This Agreement shall be subordinate to the provisions of any existing or future agreement between City and the United States government or the State of Wisconsin relative to the operation or maintenance of 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 Airport. Should the effect of any such agreement with the United States government or with the State of Wisconsin be to substantially destroy the commercial value of this Agreement, then, within thirty (30) days after the occurrence of such event, City may terminate this Agreement without further obligation to Manager,

and Manager, in that event, shall vacate the premises after that thirty (30) day period without recourse to City.

18. INTERFERENCE WITH AIRPORT ACTIVITIES. To the extent that is within Manager's power and authority, Manager shall not make any use of, or conduct any activities on the Airport property which would interfere with or be a hazard to the flight of aircraft over the Airport, or to and from the Airport, or interfere with air navigation and communication facilities presently or in the future serving the Airport and specifically agrees not to permit the height of any structure, object of natural growth, or other obstruction to exceed height limits established in Title 49, Part 77 of the Code of Federal Regulations. To the extent Manager is aware of or should be aware of any such use or conduct on the Airport property, Manager shall immediately provide written notice to the City. Manager shall not create any hazard which would interfere with the use or the safety of air traffic at the Airport contrary to any federal, state, or local law, regulation, or ordinance.

19. TERMINATION BY CITY.

- A. City may terminate this Agreement by giving Manager sixty (60) days' advance written notice upon or after any one of the following events of default:
- 1 The filing by Manager of a voluntary petition in bankruptcy.
 2. The institution of proceedings in bankruptcy against Manager and the adjudication of Manager as bankrupt pursuant to such proceedings.
 - 3.The taking by a court of jurisdiction of Manager and its assets pursuant to proceedings brought under the provisions of any federal reorganization act.
 - 4.The appointment of a receiver of Manager's assets or any general assignment for the benefit of Manager's creditors.
 - 5.The abandonment by Manager of the premises leased to Manager under the Airport Fixed Base Operation Agreement entered into by and between the parties dated _____, 2016, ("FBO Agreement") except in connection with its surrender to an assignee, sublessee, mortgagee, or other party succeeding to Manager's interests or portion thereof hereunder which has been approved by the advance written consent of the City Common Council.
 - 6.The default by Manager in the performance of any obligation required herein to be performed by Manager, and Manager's failure to correct such default within thirty (30) days after notice thereof from City;

The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

Failure of City to declare this Agreement terminated upon the default of Manager for any of the reasons set out above shall not operate to waive the right of City to terminate this Agreement by reason of any subsequent violation of the terms of this Agreement.

- B. City may terminate this Agreement upon sixty (60) days' written notice to Manager upon the happening of any of the following events:
1. The lawful assumption by the United States Government or any authorized agency thereof, or by the State of Wisconsin, or any authorized agency thereof, without inducement by City, of the operation, control or use of Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Manager, for a period of at least sixty days, from operating from the premises leased to Manager under the FBO Agreement.
 2. The termination of the FBO Agreement by either party.

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

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

22. CASUALTY. If, during the term of this Agreement, the facilities or improvements located on the Airport property are partially or totally destroyed or rendered unusable, or rendered partially or totally inaccessible, City may, at its option, rebuild or restore such facilities or improvements, or terminate this Agreement. In the event the City elects to rebuild or restore the facilities or improvements, payments under this Agreement shall be appropriately reduced to reflect such inaccessibility.

23. NONASSIGNMENT. Manager shall not assign its rights or obligations under this Agreement without the advance written consent of the City of Wausau. It is expressly understood and agreed that the shareholders of Manager shall not transfer fifty (50) percent or more (whether collectively or individually) of their ownership interests to any other person or persons without the express written consent of City. Such transfer of ownership without such written consent shall constitute a material breach of this Agreement and shall authorize City, at its option, to declare this Agreement void, terminate the same, and reenter and take possession of the premises. The current shareholders and

their ownership interests are as set forth in the Certificate of Ownership attested to by the Secretary of Manager and attached hereto as Exhibit D.

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

25. NOTICE. Any notice, demand, request, consent, approval or communication required or desired to be given by either party to the other or to a third party shall be in writing and either delivered personally or sent by certified United States mail, return receipt requested, in a sealed envelope, postage prepaid, and addressed as follows:

To City:

City Clerk
City of Wausau
City Hall
407 Grant Street
Wausau, WI 54403

To Manager:

Charles P. Turner,
Wausau Flying Service, Inc.
Wausau Downtown Airport
Woods Place
Wausau, WI 54403

Either party may change its address by notice to the other in accordance with this paragraph. Notice shall be deemed communicated when delivered, if delivered personally, or within 48 hours from the date of mailing, if mailed pursuant to this paragraph.

26. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and each party understands that there are no other oral understandings or agreements other than those set out herein. This Agreement cannot be added to, altered, or amended in any way except by written agreement signed by both of the parties hereto.

27. LAW. This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin.

28. SUCCESSORS AND ASSIGNS. The conditions, covenants and agreements in the foregoing Agreement to be kept and performed by the parties hereto shall be binding upon the respective parties and their approved successors and assigns.

29. Termination of Prior Agreement. The management of the Airport by Manager is currently the subject of a separate Management Agreement between the City and Manager dated March 20, 1998 and certain amendments thereto for a term of twenty (20) years. Upon full execution of the instant Agreement between the parties and authorization by the Common Council, the prior Management Agreement and all amendments shall automatically terminate and be of no further effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

Robert Mielke, Mayor

Toni Rayala, Clerk

WAUSAU FLYING SERVICES, INC., BY:

President

Secretary

EXHIBIT C

NOTIFICATION IN CASE OF EMERGENCY

Department of Public Works

On-call: (715) 571-8604
Notify in event of snow, ice or mechanical emergencies

Fire Department (715) 261-7900

- Battalion Chief: (715)-581-1234

Notify in event of fire hazards, spills of petroleum products or other hazardous materials emergencies

Police Department 911 or (715) 261-7800

- Patrol Lieutenant: (715) 261-7811 (desk)
(715)370-4500 (cell)

Wausau Water Works

Sewer (715) 261-6940

- Sewer Superintendent: Dave Erickson

Water (715) 261-7288

- Water Superintendent: Scott Boers

OTHER

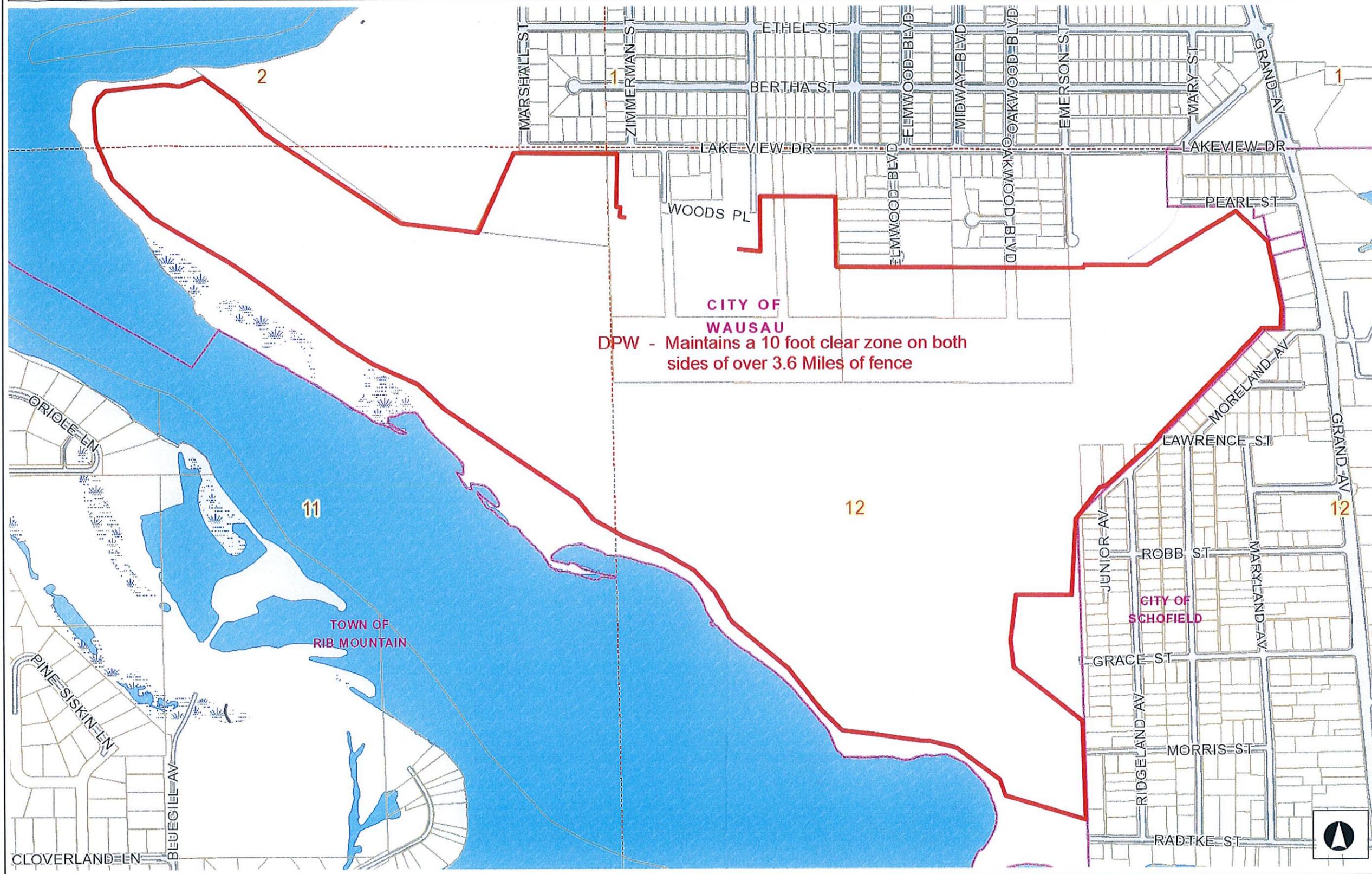
• City Attorney's Office (715) 261-6590

- City Attorney: Anne Jacobson

• Finance Department/Customer Service (715) 261-6620 or 261-6640

Finance Director: Maryanne Groat

EXHIBIT D
Certificate of Ownership



CITY OF WAUSAU
 DPW - Maintains a 10 foot clear zone on both sides of over 3.6 Miles of fence

- Legend**
- Parcels
 - Section Lines/Numbers
 - Railroad
 - ▭ Bridge
 - ▭ Overpass
 - ▭ Paved Road
 - ▭ Divided Highway
 - Stream - River
 - Pond - Lake
 - Wausau Wetland
 - Swamp



Map Created: 7/22/2016
 271.32 0 271.32 Feet
 User_Defined_Lambert_Conformal_Conic

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

EXHIBIT B



TO: FINANCE COMMITTEE MEMBERS

FROM: MARYANNE GROAT

DATE: July 21, 2015

SUBJECT: Wheel Tax

BACKGROUND INFORMATION: Wisconsin cities are offered very few revenue sources within the Wisconsin Statutes. The main sources of revenues are property taxes and state aids. State aids have declined over the years. When shared revenues declined the City responded by using less tax dollars for capital and infrastructure replacement. This has limited the City's ability to maintain streets and facilities. The legislature has implemented additional laws that impede the City's ability to generate additional revenues for Storm water and Garbage management. The stress within the capital budget is growing due to fire station replacements and loss of capital grants for transit. This is very evident based upon the \$5,456,543 of 2017 capital requests with funding available of \$3,050,000. The legislative law currently allows municipalities to implement a "wheel tax". The wheel tax is the vehicle registration fee vehicle owners pay annually to the State of Wisconsin.

To initiate the Wheel Tax, a local ordinance is adopted and mailed to the State. The state then adds the city's fee to the state fee for new and renewal registrations for vehicles located within the City of Wausau. The fee applies to automobiles and trucks with a weight of not more than 8,000 pounds. The law requires that the City use the funds to transportation related costs. The State is compensated or retains \$.17 for each registration collected to offset administrative costs.

The Mayor has expressed an interest in adopting a \$20 wheel tax. The revenues of approximately \$650,000 would be used to fund street related maintenance and transit costs.

Many communities have recently implemented a Wheel Tax as outlined in the attached document.

In addition to the ordinance adopting the wheel tax the City would need to repeal or amend municipal code 3.10.010 Fees for Municipal Service. This provision requires the City to conduct a referendum prior to implementing new fees. The ordinance could be repealed and eliminated from the Municipal Code or modified to exempt this revenue from the referendum provisions. If the ordinance is not repealed or modified the City would need to conduct an advisory referendum on the new revenue.

For those interested in additional information I have attached the State Statutes pertaining to this subject and municipal code 3.10.010.

Municipal or county vehicle registration fee (wheel tax)

- [Online services](#)
- [Vehicles](#)
- [Titles](#)
- [Plate guide](#)
- [Special plates](#)
- [Motor carriers](#)
- [DMV customer service centers](#)
- [Forms](#)
- [Drivers](#)

Wisconsin law allows a town, village, city or county to collect an annual municipal or county vehicle registration fee (wheel tax) in addition to the regular annual registration fee paid for a vehicle. The fee applies to vehicles kept in the municipality or county with:

- Automobile registration
- Truck registration at 8,000 lbs. or less (except dual purpose farm)

This includes most special license plates with automobile or truck registration.* State law does not specify the amount of the wheel tax. However, the municipality or county must use all revenue from the wheel tax for transportation related purposes.

For information about the number of vehicles that may be subject to a wheel tax in a specific municipality or county, refer to [lists of vehicle information](#).

*These [special plates](#) are exempt from wheel tax: [Antique](#), [Collector](#) (“[Collector Special](#)” plates are not exempt), [Ex-Prisoner of War](#) (if issued without registration fee), [Historic Military](#), [Hobbyist](#) and [Medal of Honor](#). All special plates issued to a farm truck, dual purpose farm truck or motor home are also exempt from wheel tax.

Wheel tax collection

The Wisconsin Department of Transportation (WisDOT) collects wheel tax fees for the municipality or county, keeps an administrative fee of 10 cents per vehicle application and sends the rest to the municipality or county. (The administrative fee will increase to 17 cents beginning July 1, 2016.) DOT collects the wheel tax at the time of first registration and at each registration renewal. Your certificate of registration will indicate that a municipal or county fee was paid.

- Plates issued – If your auto or light truck is customarily kept in a jurisdiction that has a wheel tax, you must include the fee with the regular registration fee for the vehicle when you first apply for registration. See [applying for title and registration](#).
- Plates renewed – WisDOT sends customers a renewal notice at least 30 days before their license plate registration expires. The renewal notice shows the total fee due including any wheel tax, based on the vehicle location listed on your vehicle registration record.

Customer records

Verify the correct county and city, village or township where your vehicle is customarily kept when you apply for registration and on your license plate renewal notice ([see example](#)). If you recently changed your address, WisDOT records for the vehicle location will update automatically in most cases. Any person who gives a false or fictitious location where a vehicle is customarily kept may be fined not more than \$200 or imprisoned not more than six months or both ([section 341.60, WI stats.](#))

To correct this information:

- If you mail your renewal notice or apply in person, indicate the correct information on the notice and submit the appropriate fee.
- Or, contact WisDOT at the email address or telephone number below.

Current wheel tax jurisdictions

WisDOT currently collects a wheel tax for the following:

- Municipalities
 - Appleton (city; \$20)
 - Arena (township; \$20)
 - Beloit (city; \$20)
 - Fort Atkinson (city; \$20 beginning for March 2016 registrations)
 - Gillett (city; \$20 beginning for July 2015 registrations)
 - Janesville (city; \$20 beginning for January 2016 registrations)
 - Kaukauna (city; \$10 beginning for August 2015 registrations)
 - Lodi (city; \$20 beginning for May 2016 registrations)
 - Milwaukee (city; \$20)
 - Prairie du Sac (village; \$20 beginning for January 2016 registrations)
 - Sheboygan (city; \$20 beginning for February 2016 registrations)
 - Tigerton (village; \$10 beginning for September 2016 registrations)
- Counties
 - Chippewa County (\$10)
 - Iowa County (\$20)
 - St. Croix County (\$10)

The full fee is always required to issue or renew registration. Contact WisDOT if you paid the wheel tax in error.

Wisconsin Department Transportation Valid Vehicle Type
By County within CVT File Analysis as of 1/03/2016 For
Calendar Year Ending 2015

Vehicle Type By CVT	CVT CD	CVT	AUTO	CYCL	TRLR	TRUK	Sum:
MARATHON CITY	58	V	250	56	454	430	1,190
MARSHFIELD	67	C	629	186	228	876	1,919
MC MILLAN	26	T	454	122	113	858	1,547
MILWAUKEE	57	C				1	1
MOSINEE	29	T	537	98	96	807	1,538
MOSINEE	59	C	3,914	700	1,054	5,378	11,046
NORRIE	30	T	257	38	83	395	773
PLOVER	31	T	171	33	53	286	543
REID	34	T	281	60	59	428	828
RIB FALLS	32	T	204	57	101	400	762
RIB MOUNTAIN	33	T	1,273	237	167	1,675	3,352
RIETBROCK	35	T	238	49	92	402	781
RINGLE	36	T	687	151	195	1,158	2,191
ROTHSCHILD	60	V	1,821	308	646	2,093	4,868
SCHOFIELD	61	C	3,473	519	1,495	4,460	9,947
SPENCER	37	T	394	72	75	712	1,253
SPENCER	62	V	776	212	477	1,360	2,825
STETTIN	38	T	460	112	208	814	1,594
STRATFORD	63	V	968	224	368	1,810	3,370
TEXAS	39	T	356	64	109	566	1,095
UNITY	64	V	128	35	50	253	466
UNKNOWN			86	17	255	64	422
WAUSAU	40	T	493	102	107	786	1,488
WAUSAU	66	C	18,619	2,802	2,804	22,527	46,752
WESTON	42	T	1,635	183	180	2,238	4,236
WESTON	70	V	2,333	529	557	2,919	6,338
WIEN	41	T	174	18	98	330	620
		Sum:	52,542	9,423	15,414	74,314	151,693

Chapter Trans 126

MUNICIPAL OR COUNTY VEHICLE REGISTRATION FEE

Trans 126.01 Purpose and scope.

Trans 126.02 Notice of enactment, amendment, or repeal.

Trans 126.03 Evidence of payment to be shown on registration certificate.

Trans 126.04 Computation of administrative costs and collection and distribution of monies.

Note: Chapter Trans 126 as it existed on April 30, 1983, was repealed and a new chapter Trans 126 was created effective May 1, 1983.

Trans 126.01 Purpose and scope. (1) STATUTORY AUTHORITY. As authorized by ss. 227.11, and 341.35 (4), (6), (6m) and (8), Stats., the purpose of this chapter is to establish the department of transportation's administrative interpretation of s. 341.35, Stats., relating to a municipal or county vehicle registration fee.

(2) APPLICABILITY. (a) This chapter applies to any municipality or county which enacts, amends, or repeals a vehicle registration fee ordinance.

(b) As provided in s. 341.35 (1), Stats., vehicles subject to the municipal or county vehicle registration fee are automobiles or motor trucks registered under s. 341.25 (1) (c), Stats., at a gross weight of not more than 8,000 pounds.

(c) For purposes of determining where a vehicle is customarily kept, the municipality or county of domicile as indicated by the vehicle owner and contained in the department's title database shall be used. In the absence of an indicated municipality or county of domicile, the owner or lessee's post office address shall be used to determine municipality or county of domicile.

History: Cr. Register, April, 1983, No. 328, eff. 5-1-83; am. Register, October, 1985, No. 358, eff. 11-1-85; correction in (1) made under s. 13.93 (2m) (b) 7., Stats., Register, December, 1987, No. 384; **CR 08-113: renum. (2) to be (2) (a), cr. (2) (b) and (c) Register May 2009 No. 641, eff. 6-1-09.**

Trans 126.02 Notice of enactment, amendment, or repeal. (1) WHEN NOTIFICATION REQUIRED. A municipal or county governing body which enacts, amends, or repeals a municipal or county vehicle registration fee ordinance under s. 341.35, Stats., shall notify the department of transportation, as required by s. 341.35 (4), Stats.

(2) NOTIFICATION TO BE MAILED TO DEPARTMENT. The notification of enactment, amendment, or repeal from the municipality or county shall be sent to:

Administrator
Division of Motor Vehicles
Wisconsin Department of Transportation
4802 Sheboygan Avenue
Room 255
P.O. Box 7911
Madison, Wisconsin 53707-7911

(3) CONTENTS OF ENACTMENT NOTIFICATION. A notification of enactment shall include:

- (a) The name of the municipal or county governing body enacting the ordinance.
- (b) The date on which the ordinance was enacted.
- (c) The effective date of the ordinance.
- (d) The amount of the municipal or county vehicle registration fee.

(e) The name, address and telephone number of the person in the municipality or county responsible for the administration of the ordinance.

(f) The signature of an authorized party of the municipal or county governing body.

(g) The date the notification of enactment was signed.

(4) ENACTMENT NOTIFICATION REQUIREMENTS. A municipality or county shall provide the notification of enactment as described in subs. (1), (2) and (3) at least 90 days prior to the first day of the month in which the ordinance is effective.

(5) CONTENTS OF AMENDMENT NOTIFICATION. A notification of amendment shall include:

- (a) The name of the municipal or county governing body amending the ordinance.
- (b) The date on which the ordinance was amended.
- (c) The effective date of the amendment.
- (d) A description of the amendment, or a copy of the amended ordinance.
- (e) The signature of an authorized party of the municipal or county governing body.
- (f) The date the notification of amendment was signed.

(6) AMENDMENT NOTIFICATION REQUIREMENTS. A municipality or county which amends a municipal or county vehicle registration fee ordinance shall notify the department of the amendment at least 90 days prior to the first day of the month in which the amendment is effective.

(7) CONTENTS OF REPEAL NOTIFICATION. A notification of repeal shall include:

- (a) The name of the municipal or county governing body repealing the ordinance.
- (b) The date on which the ordinance was repealed.
- (c) The effective date of the repeal.
- (d) The signature of an authorized party of the municipal or county governing body.
- (e) The date the notification of repeal was signed.

(8) REPEAL NOTIFICATION REQUIREMENTS. A municipality or county which repeals a municipal or county vehicle registration fee ordinance shall notify the department of the repeal at least 90 days prior to the first day of the month in which the repeal is effective.

History: Cr. Register, April, 1983, No. 328, eff. 5-1-83; renum. (intro.), (1) and (2) to be (1), (2) and (4) and am., cr. (3) and (5) to (8), Register, October, 1985, No. 358, eff. 11-1-85; **CR 08-113: am. (2), (3) (d), (4), (6) and (8) Register May 2009 No. 641, eff. 6-1-09.**

Trans 126.03 Evidence of payment to be shown on registration certificate. (1) TOTAL AMOUNT PAID TO BE DESIGNATED. The total amount paid to the department for the municipal or county vehicle registration fee may be designated on the registration certificate by words similar to "municipal fee," or by the total amount paid.

(2) MULTIPLE FEES NOT ITEMIZED. If separate fees are collected for one vehicle for a municipality and a county, no itemization will be made on the registration certificate for the individual municipality or county.

History: Cr. Register, April, 1983, No. 328, eff. 5-1-83; r. and recr. Register, October, 1985, No. 358, eff. 11-1-85.

Trans 126.04 Computation of administrative costs and collection and distribution of monies. (1) REIMBURSEMENT FOR ADMINISTRATIVE COSTS. In accordance with s. 341.35 (6m), Stats., the department shall capture and recover the

administrative costs related to the collection of the municipal or county vehicle registration fee as follows:

(a) The administrative costs shall be computed and recovered as an administrative fee per vehicle application.

(b) The administrative fee per vehicle application shall be based on the direct costs of operation, including employee salaries and fringe benefits, office space, office supplies and equipment, postage, computer charges, printing and forms, and other necessary or indirect expenses.

(c) The department shall review the administrative fee per vehicle application annually and any over or under recovery shall become a component in the next fiscal year administrative fee.

(2) NOTICE OF CHANGES IN THE ADMINISTRATIVE FEE PER VEHICLE APPLICATION. The department shall notify any participating municipality or county of changes in the administrative fee per vehicle application at least 30 days prior to the effective date of the change.

(2m) APPLICATION OF MUNICIPAL OR COUNTY VEHICLE REGISTRATION FEE. The department shall apply a municipal or county

registration fee to a vehicle covered by this chapter when the registration of the vehicle is made for the first time after the effective date of the applicable enacted municipal or county vehicle registration fee ordinance and for each renewal of the registration for the vehicle due on or after the effective date of the ordinance.

(3) DISTRIBUTION OF MONIES TO MUNICIPALITY OR COUNTY. (a) The amount of the municipal or county registration fees returned to a municipality or county shall be the total amount collected less the administrative costs described in sub. (1).

(b) The department shall pay municipal or county vehicle registration fees collected during any month to the municipality or county no later than 30 days after the end of that month.

(4) REFUNDS. (a) The department may not refund a municipal or county vehicle registration fee to an applicant.

(b) An applicant shall request a refund of a municipal or county vehicle registration fee from the appropriate municipality or county.

History: Cr. Register, October, 1985, No. 358, eff. 11-1-85; **CR 08-113:** am. (title), (1), (2) and (3) (title), cr. **(2m)** Register May 2009 No. 641, eff. 6-1-09.

Chapter 3.10

FEES FOR MUNICIPAL SERVICES

Sections:

3.10.010 Referendum.

3.10.010 Referendum. The City of Wausau shall hold a city-wide referendum requesting citizen authorization to institute a fee for any municipal service. This includes, but is not limited to, the following services; police protection, garbage pickup, fire protection, road repair, snowplowing, recycling, yard waste disposal, street sweeping, fall leaf collection, spring clean-up, and storm water management among others. The only allowable exception is a fee that affects 10% or less of the city's residents. (Ord. 61-5312 ' 1, 2006, File No. 06-1016.)

City of Wausau



1 inch = 100 feet

Commercial relocation for roadway

Consider purchase for future development

Residential relocation for roadway

Road (Paved)

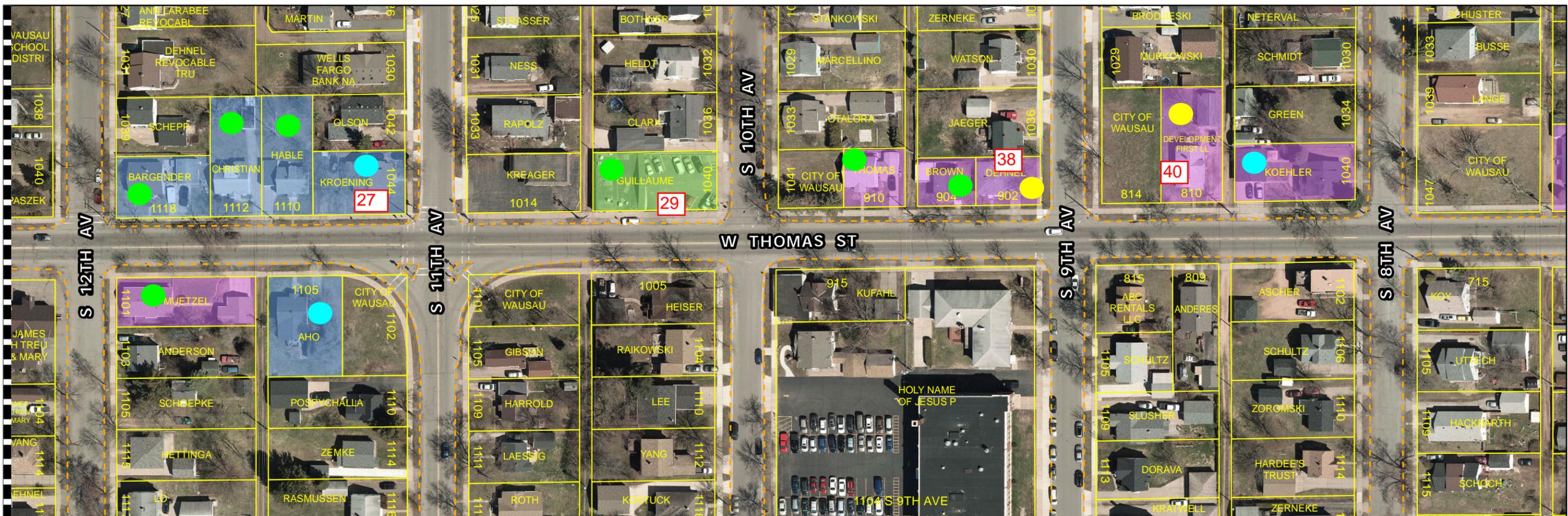
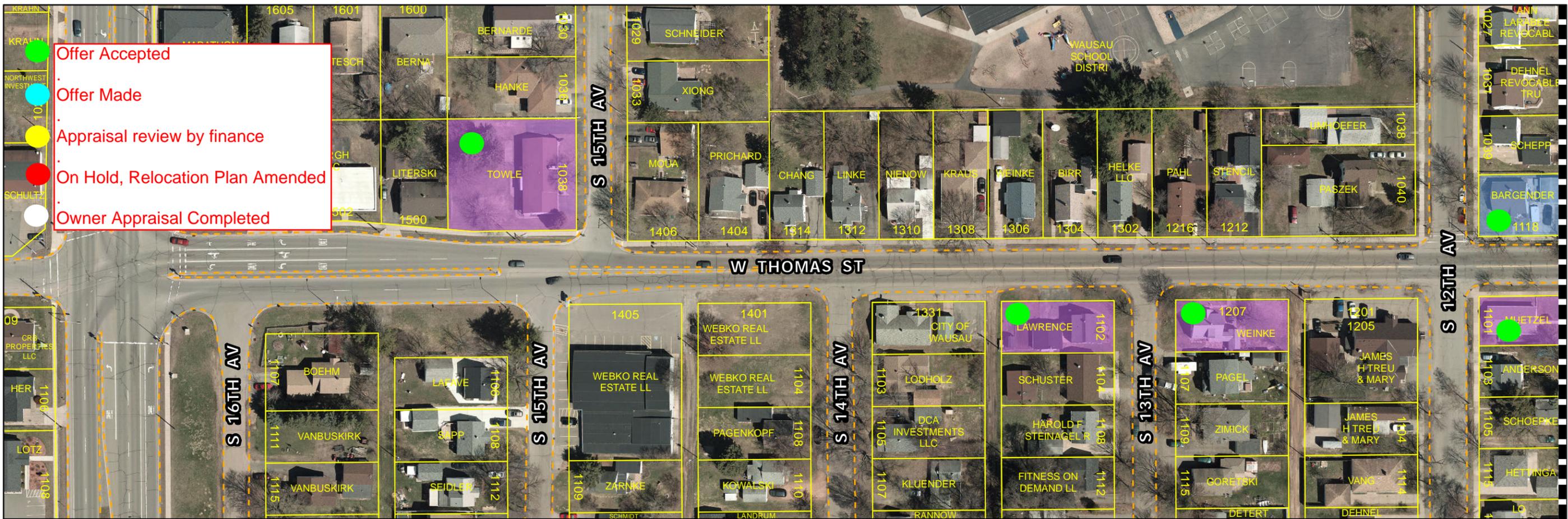
Parcel (LRS View)

- NOTES:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
 2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
 3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.
 4. AERIAL IMAGERY WAS COLLECTED ON SUNDAY, MAY 4, 2014 WITH 2 INCH SPATIAL RESOLUTION.

Date: 05/09/2016



Page 1 of 2



City of Wausau



1 inch = 100 feet

Commercial relocation for roadway

Consider purchase for future development

Residential relocation for roadway

Road (Paved)

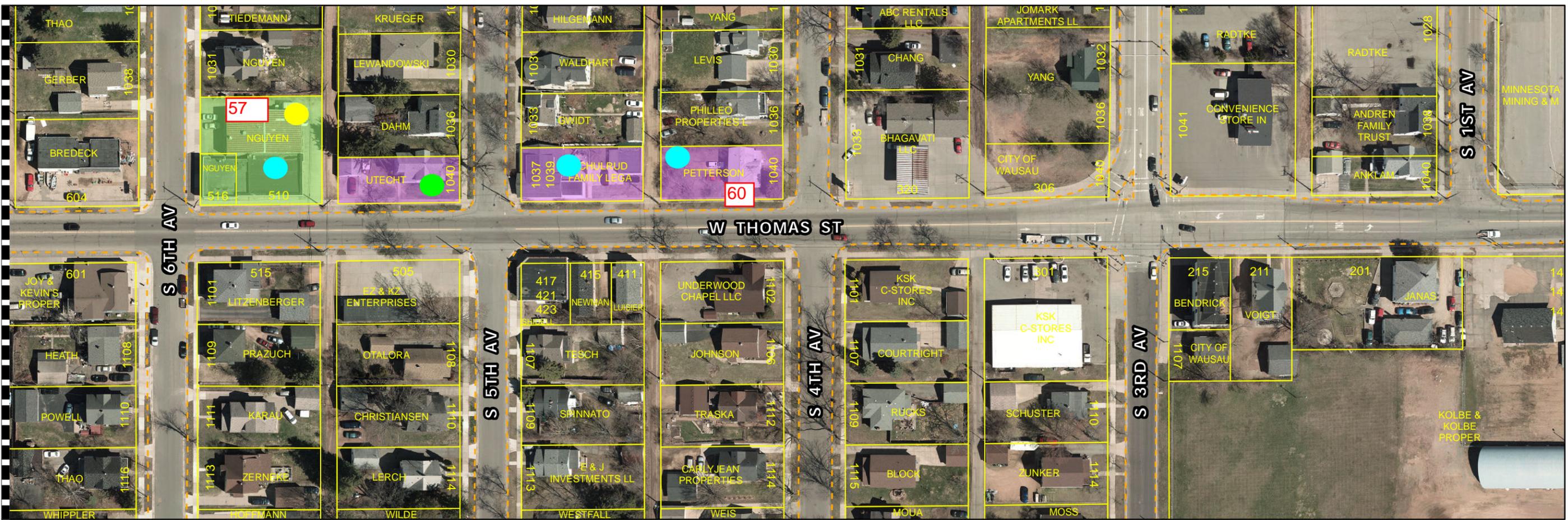
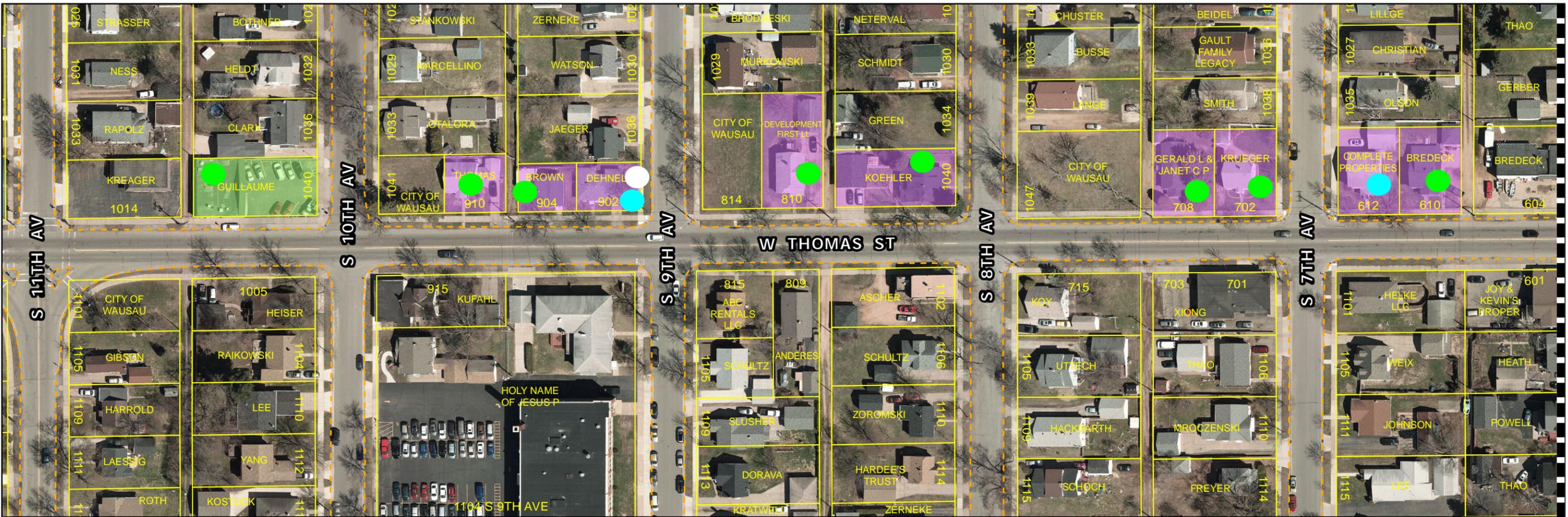
Parcel (LRS View)

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Date: 05/09/2016



Page 2 of 2



Project# 02013007

7/25/16 City of Wausau

Thomas Street (17 Ave. - Wisconsin River) - Marathon County, WI

Parcel No.	Commercial	Owner Rent, Loss Vacant	Landowner(s)	Brochure Letter Mailed	Appraisal Rec'd	Offering Price Apprvd/ Signed	Offer Amount	Alternate Offer Amount	Alternate Offer Approved	Appraisal Offer to Owner	60th Day for Owner Appraisal	Agreement Signed	Signed Offer Amount	Approved Offer- Agreement signed by City	Status	Relo Check Requested	Relo Check Date	Relo Paymt to Owner	Date Parcel Recorded	W-9	Construction Commitment	Parcel File Closed			
PHASE 1																									
1 - Relo		O	Jesse & Charlotte Towle	10/28/15	3/15/16	3/22/16				3/28/16	4/18/16	6/14/16	4/19/16	4/27/16	Scheduled 7/11 11:30 Runkel & Title	6/2/16					no				
9 - Relo		O	Paul Lawrence	10/28/15	4/8/16	4/12/16				4/12/16	4/15/16	6/14/16	4/18/16	4/27/16	Closed 5/27/16 on Thomas St	4/22/16	5/29/16	Miesbauer	4/18/16		no				
19 - Relo			Nicholas A. Weinke	10/28/15	5/3/16	5/25/16				5/19/16	6/11/16	8/10/16	7/18/16		Closed 6/20/16 on new house										
21 - Relo		O	Jan W. Muetzel & Susan M. Metzler	10/28/15	4/25/16	4/27/16				5/19/16	5/12/16	7/11/16	5/21/16	6/27/16	Scheduled 7/15 9:30 Runkel, both houses	6/2/16	6/6/16	pending		5/23/16	yes				
22 - L		R	Roger J. Aho	10/28/15	4/8/16	4/12/16				5/17/16	7/19/16	9/19/16			7/24 Relo agreement signed										
24 - L		O	Christopher Bargender & Jessica Bragender	10/28/15	4/8/16	4/12/16				5/17/16	6/22/16	8/22/16	6/23/16		7/19-Appmt with relo										
25 - L		O	Charlene J. Christian	10/28/15	4/8/16	4/12/16				5/17/16	7/11/16	9/9/16	7/11/16		7/21-sent Appraiser list										
26 - L		O	Gary Hable	10/28/15	4/8/16	4/12/16				5/17/16	7/11/16	9/9/16	7/14/16		4/25 Relo agreement signed	7/5/16	7/20/16	Miesbauer							
27 - L		R	Linda L. Kroening David W. Kroening	10/28/15	4/8/16	4/12/16				5/17/16	7/14/16	9/13/16			4/25 Relo agreement signed										
29 - Relo		C R	Wilfrid J. Guillaume Revocable Trust	10/28/15	3/22/16	3/22/16				3/28/16	3/31/16	5/31/16	7/19/16		4/29 Relo agreement signed										
36 - Relo		V	Thad Thomas	10/28/15	5/23/16	5/26/16				6/7/16	6/23/16	8/22/16	6/29/16		6/30 assessed \$100,700, submit \$107,000 at July meeting										
37 - Relo		O	Kevin L. Brown	10/28/15	4/25/16	4/27/16				5/19/16	5/12/16	7/11/16	5/24/16	6/27/16	7/14-revised offer mailed \$100,700	7/5/16	7/20/16	Miesbauer	5/24/16	yes					
38 - Relo		R	Reuben E. Dehnell or Evelyn G. Dehnell Revocable Trust	10/28/15	4/18/16	4/27/16				5/19/16	5/23/16	7/22/16			5/13 Owner's appraisal rec'd										
40 - Relo		R	Development First, LLC	10/28/15	4/25/16	4/27/16				5/19/16	5/12/16	7/11/16	7/20/16		6/17- will make appt to negotiate, call & letter										
41 - Relo		O	Matt Koehler	10/28/15	4/18/16	4/27/16				5/19/16	5/12/16	7/11/16	7/18/16		6/23- Certified mail to IN										
48 - Relo		R	Gerald L. Patnode & Janet C. Patnode Revocable Trust	10/28/15	4/25/16	4/27/16				5/19/16	5/11/16	7/11/16	5/17/16		6/28- called, he will sign										
49 - Relo		RL	Merlin C. Krueger & Patsy J. Krueger	10/28/15	5/3/16	5/25/16				5/19/16	6/16/16	8/15/16	6/20/16		7/19- signed Agreement										
50 - Relo			Complete Properties, LLC	10/28/15	5/3/16	5/25/16				5/19/16	6/29/16	8/29/16			6/23- Tenant - Egg Roll pending relocation										
51 - Relo			Robert R. Bredeck	10/28/15	3/11/16	3/22/16				3/28/16	3/31/16	5/31/16	7/19/16		7/19- signed Agreement rec'd										
57 - Relo		C R	Hung V. Nguyen	10/28/15	5/17/16	5/26/16				5/26/16	5/27/16	7/26/16	7/11/06		6/14-council approved	7/5/16	7/20/16	Miesbauer	5/24/16	yes					
58 - Relo		R	Todd Utech & Janet Utech	10/28/15	5/3/16	5/25/16				5/19/16	6/9/16	8/8/16	6/9/16		6/23- called, he will sign										
59 - Relo			Schulrud Family Legacy Trust	10/28/15	5/23/16	5/26/16				6/7/16	6/16/16	8/15/16			7/5- signed Agreement rec'd										
60 - Relo		RL+R	Christopher M. Petterson & Laura L. Petterson	10/28/15	4/25/16	4/27/16				5/19/16	5/12/16	7/11/16			6/14-council approved					5/19/16	no				
							Total								Total signed										