



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

OFFICIAL NOTICE AND AGENDA

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

Meeting of the: **AIRPORT COMMITTEE**
Date/Time: **Wednesday, December 13, 2023 @ 6:00 PM**
Location: **Wausau Downtown Airport Terminal Building Conference Room**
Members: Lisa Rasmussen (C), Doug Diny (VC), Lou Larson, Carol Lukens, Ed Merchant, Pat Peckham, and Dennis Seitz

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

- 1 Public Comment
- 2 Consider minutes of previous meeting, May 10, 2023
- 3 Discussion and Possible Action Regarding the Termination of the Land Lease between the City of Wausau and Owen and Jones for Private Hangar Construction.
- 4 Discussion And Possible Action Regarding Approval Of Proposed Gazebo 20'X40'X12'tall Installed By The City Of Schofield At Radtke Point Park.
- 5 Update Regarding FAA/BOA Funding Process for Future CIP - Chmiel/Kemper.
- 6 Update Regarding Hangar #3 Door Replacement Project & Terminal Boiler Project - Kemper.

- 7 Update Regarding Proposed Agreement Between Wausau RC Sports And The Wausau Downtown Airport To Conduct Model Airplane Operations At The Airport - Chmiel.
- 8 Review Airport Manager Report - Chmiel.
- 9 Review Airport Budget Status - Groat.

Adjournment

Lisa Rasmussen - Chair

IMPORTANT: FOUR (4) MEMBERS NEEDED FOR A QUORUM: If you are unable to attend the meeting, please notify Mary by calling (715)261-6621 or via email mary.goede@ci.wausau.wi.us

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 12/08/2023 @ 4:00 P.M.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the City's ADA Coordinator at (715) 261-6620 or email clerk@ci.wausau.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.

Other Distribution: Media, Council (Martens, Kilian, Gisselman, McElhaney, Watson, Herbst, Henke) Rosenberg, Chmiel, Groat,*Alfonso, Polley, Swanborg

AIRPORT COMMITTEE

Date and Time: Wednesday, May 10, 2023 @ 6:00 pm, Wausau Downtown Airport

Members Present: Lisa Rasmussen (C), Lou Larson, Dennis Seitz, Pat Peckham, Carol Lukens, Doug Diny

Others Present: John Chmiel, Tara Alfonso, Karl Kemper

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

Public Comment

None

Consider Minutes of Previous Meeting, March 23, 2023

Pat Peckham pointed out a typo for the word “electronically” which should be “electrically” and also suggested that acronyms BOA, AIP, and BIL be defined.

Motion by Peckham, second by Seitz to approve the minutes with the revisions. Motion carried 6-0.

Discussion and possible action regarding proposed agreement between Wausau RC Sports and the Wausau Downtown Airport to conduct model airplane operation at the airport. - Chmiel

John Chmiel explained the EAA Chapter and Learn Build Fly organizations operate the hangars over by the park. They conduct youth programs encouraging them to get into aviation and engineering trades. He indicated they recently partnered with RC Sports which is the radio control model organization in our community. There have been opportunities for RC Sports to fly out here at the airport with youth to help introduce them an affordable angle of aviation.

Chmiel stated regulation is going through on September 16, 2023 that will only allow model airplane and UAV activity in airspace approved by the Federal Aviation Administration (FAA). These approved areas are called FRIAs, which stands for FAA-Recognized Identification Areas. He indicated Wausau RC Sports already has a FRIA approved at Sunnyvale Park as their primary place. He stated he still wants RC Sports to do youth programs at the airport and approached them to consider using the airport as a secondary space and help the airport to get approved as a FRIA, which they agreed to do. A set of rules were negotiated (*referenced in the committee packet*) and reviewed by Assistant City Attorney Tara Alfonso who provided her recommendations for changes to an agreement, which was based on a previously approved agreement at a different airport. It was forwarded to the Wisconsin Bureau of Aeronautics (BOA) or input and their letter of response is included in the packet.

Chmiel indicated he forwarded the final draft of the agreement to all the hangar tenants in the East Hangar Development Area because he felt they'd be the most impacted by it. He stated three out of the four hangar tenants had no issues with it, and the fourth tenant came to him to voice his concerns and recommendations. After consideration, he agreed these changes should be made to the agreement. All the tenants, RC Sports, and himself agreed that there should not just be an open free area for anyone to use any time. The new draft proposes that Wausau RC Sports will only be able conduct 12 operations per year, from May to November 1st. They would have to tell us in March what the dates will be and how long those activities will take place. It is a 6-month timeframe and operations will be conducted twice per month for two hours at a time. He explained the reason he would need to know the dates and times is because the grass runway will be closed during that period of time. The agreement will be in effect for one year so that at the end of the year we can sit down with all parties to ensure everything occurred as intended. *Discussion followed.*

Pat Peckham questioned how spectators will be handled. Chmiel stated they must do it through Learn Build Fly and EAA, who are responsible for crowd control and the agreement states they can only go to that location this way.

Doug Diny questioned if there were any radio monitoring requirements. Chmiel stated the agreement recommends when RC model operations are taking place that there is a Unicom radio there for monitoring.

Motion by Larson, second by Diny to accept the agreement contingent upon legal review and finalization of the language as presented. Motion carried 6-0.

Discussion and Possible Action Regarding the Request for City's Approval of Proposed Improvements by the City of Schofield at Radtke Point Park in accordance with the Lease Agreement between the parties.

Lisa Rasmussen stated because Radtke Point Park is on airport property so the lease with the city requires them to comply with airport style regulations.

John Chmiel explained the City of Schofield approached him with a request to place a picnic structure on the park. He indicated he notified the Wisconsin Bureau of Aeronautics (BOA) of the request and received an email stating the location proposed was in the Runway Protection Zone (RPZ) which is not allowable. He stated he gave Schofield the phone number to the WI BOA as well as a memo that contains a map showing where the RPZ is. He noted there is some area in that park that might allow a structure, but he told Schofield to contact the BOA first to discuss the location.

Karl Kemper cautioned the committee regarding allowing improvements to the park as it could impact the airport regarding future runway projects.

Update regarding FAA/BOA funding process for future CIP - Chmiel/Kemper

John Chmiel commented he has been incredibly frustrated with the funding process and trying to get the terminal project done over the last two years.

Dennis Seitz exited the meeting.

Chmiel stated when going for FAA funding from now on we will likely be asked to fund locally and then seek reimbursement. Karl Kemper clarified that it will likely be for Bipartisan Infrastructure Law (BIL) projects only and probably all the BIL funds will be used up for the hangar door replacement and the terminal renovation.

Update regarding Hangar #3 Door Replacement Project & Terminal Boiler Project - Kemper

Karl Kemper stated these Door Replacement Projects is currently out for bid with the opening of bids on May 25th. It typically takes the BOA about a month to award the contract and get it signed, going into late June. The contractor then puts together submittals for the door and send to us for review and is subsequently ordered. He estimated he delivery and installation of the door to be an August/September timeframe.

Kemper stated they went out for request for quotes for the Terminal Boiler Project in September 2022 and received acceptable quotes. He explained it was planned to be funded sponsor only initially using BIL funding for reimbursement, but for unknown reasons the BOA has not awarded that work to the contractor. He noted he has been inquiring regularly on the status and has only gotten a response that they are busy. He commented it has been frustrating for us as well as the contractor.

Discussion and possible action regarding initial City of Wausau funding of the FAA Terminal Office transfer to the Terminal Basement Project - Chmiel

John Chmiel stated we are going through the same process to get another part of the terminal project done. He explained the FAA currently occupies an office on the main floor at the corner of the entry, which is valuable space for the terminal, so we would like to move that facility downstairs into the basement. We are breaking this project out of the terminal project to get it sponsored and BIL reimbursed. He indicated the FAA estimated the cost at \$250,000. Karl Kemper stated this is just for the FAA to review the design and to be here on site to oversee the contractor move the radio and to run a few wires. He noted it is called a Reimbursable Agreement and we must do them any time we are touching an FAA facility and their cost is huge. Lisa Rasmussen indicated if approved, it will have to go through Finance Committee.

Motion by Lukens, second by Peckham to approve the funding for the office transfer. Motion carried 5-0.

Review Airport Manager Report - Chmiel

John Chmiel reported in spite of the economy, we are still looking at a 9% increase in fuel flow, and the flight school is busier than it has ever been. He noted an upcoming big event is Armed Forces Day on May 20th with B25 Bombers and some Warbirds on display. There will also be additional events of Air Venture Cup and Wings Over Wausau. He commented the Wings Over Wausau event will have world-renowned acts including the number one formation team in America performing.

Review Airport Budget Status - Groat

No discussion.

Adjournment

Motion by Larson, second by Peckham to adjourn the meeting. Motion carried unanimously. Meeting adjourned 6:47 pm.

DRAFT

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

**JOINT RESOLUTION OF THE AIRPORT COMMITTEE
AND FINANCE COMMITTEE**

Approving Termination of Airport Ground Lease dated May 11, 2021 between the City of Wausau and Owen Jones and Wynn O. Jones II

Committee Action:
Airport Committee
Finance Committee
Fiscal Impact:

File Number:

Date Introduced:

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input checked="" 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, on May 11, 2021, the Common Council approved an airport ground lease, a copy of which is attached as Attachment 1; and

WHEREAS, on November 7, 2022, the lease was still unsigned by Mr. Owen Jones and Mr. Wynn O. Jones, II (collectively “Lessee”), and a letter was sent to them at their last known mailing address

informing them of the status of the unsigned lease; and

WHEREAS, as of the date above, the lease remains unsigned by Lessee; and

WHEREAS, an unsigned lease is not a valid lease pursuant to Wisconsin Statutes § 706.02; and

WHEREAS, your Airport Committee, at their ____ meeting, approved the termination of the lease between the City and Lessee; and

WHEREAS, your Finance Committee, at their _____ meeting, approved the termination of the lease between the City and Lessee.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the termination of the lease between the City and Mr. Owen Jones and Mr. Wynn O. Jones, II.

Approved:

Katie Rosenberg, Mayor

TERMINATION OF AIRPORT GROUND LEASE

THIS TERMINATION OF AIRPORT GROUND LEASE, made this ___ day of _____, 2023, by and between the City of Wausau, a Wisconsin municipal corporation (“City”) and Owen Jones, 723 Country Club Road, Schofield, WI 54476, and Wynn O. Jones II, 720 Country Club Road, Schofield, WI 54476 (“Tenant”).

WITNESSETH:

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

WHEREAS, on May 11, 2021, the Common Council approved a Joint Resolution of the Airport Committee and Finance Committee to enter City into a twenty (20) year lease agreement with Tenant allowing Tenant to construct a 70’ x 70’ hangar in the Airport hangar development area; and

WHEREAS, on November 7, 2022, Tenant was informed, via mail, that the lease, attached as Attachment 1, was never signed by Tenant; and

WHEREAS, as of the date above, the above-mentioned lease is unsigned and has been for over two years; and

WHEREAS, there are a limited number of leases for construction available at the Airport; and

WHEREAS, others have expressed an interest in entering into a lease with City; and

WHEREAS, pursuant to Wisconsin Statutes § 706.02, in order for a lease to be a valid, binding agreement, it must be signed by both parties; and

WHEREAS, pursuant to Wisconsin Statutes 704.03(1) a lease for more than a year is not enforceable unless it meets the requirements of Wisconsin Statutes 706.02; and

WHEREAS, City wishes to terminate the unsigned lease.

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

1. Termination of Lease. Tenant and City hereby agree that as of the date written above, the lease signed by City on May 11, 2021 (Attachment 1) and still unsigned by Tenant shall automatically terminate and be of no further effect.
2. Release. Except as otherwise provided herein, Tenant and City expressly forever release and discharge each other, their heirs, administrators, executors, successors and assigns, employees, agents, and representatives (collectively “Released Parties”) from, against, and with respect to any and all liabilities and obligations, claims, demands, actions, or judgments of whatever kind or nature, which either party ever had, now has, or may hereafter have against the Released Parties, arising contemporaneously with, prior to, or

following the date of this Termination of Lease Agreement on account of, arising out of, or with respect to the Lease.

3. Governing Law. This Termination shall be governed by and construed under the laws of the State of Wisconsin.
4. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

Wynn O. Jones, II

Owen Jones

CITY OF WAUSAU

Katie Rosenberg, Mayor

Kaitlyn Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ___ day of _____, 2023, the above-named Wynn O. Jones, II to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My commission: _____

[The remainder of this page has been left blank intentionally.]

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above-named Owen Jones to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2023, the above-named Katie Rosenberg, Mayor, and Kaitlyn Bernarde, City Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

This instrument was drafted by Tegan M. Troutner,
Assistant City Attorney for the City of Wausau

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

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

WHEREAS, the lease provides for a two (2) year term to commence retroactively on March 10, 2022, subject to a ninety (90) day termination provision by either party and a rent in an annual amount equivalent to the annual operations and maintenance costs of the premises to be paid by in kind operations and maintenance services performed by the City of Schofield, such services having been valued at \$4,500.00 for the calendar year 2021, and which will vary on an annual basis depending upon changing operational needs and costs; and

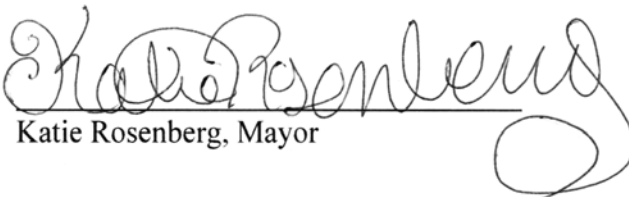
WHEREAS, your Airport Committee, at their March 16, 2022, meeting recommended that the lease, a copy of which is attached hereto and incorporated herein as "Exhibit 1" be approved; and

WHEREAS, your Parks and Recreation Committee, at their April 4, 2022, meeting recommended that the lease, a copy of which is attached hereto and incorporated herein as "Exhibit 1" be approved; and

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

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

Approved:


Katie Rosenberg, Mayor

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

THIS AGREEMENT OF LEASE, made this ____ day of _____ 2022 (“Lease”), between the City of Wausau, a municipal corporation, located in Marathon County, Wisconsin, hereinafter referred to as “LESSOR,” and the City of Schofield, a municipal corporation, located in Marathon County, Wisconsin, hereinafter referred to as “LESSEE;”

RECITALS

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

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

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

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

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

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

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

1. Term/Commencement. Subject to the termination provisions contained in paragraph 11 of this Lease, LESSOR hereby leases to LESSEE the “Premises,” for a term of two (2) years. This Lease shall retroactively commence on March 10, 2022.

2. Fees. LESSEE shall be liable to LESSOR, for rent in an annual amount equivalent to the annual operations and maintenance costs of the Premises, such amount to be paid by in kind operations and maintenance services performed by LESSEE. Such services were valued at \$4,500.00 in 2021 and will vary on an annual basis depending on changing operational needs and costs. It being the express intent of the parties that LESSEE shall not pay monies at any time to LESSOR for fees or rent during the term of the Lease.

3. Use. LESSEE shall use the Premises exclusively as a public park. LESSEE agrees to cooperate with LESSOR in coordinating scheduled uses of the Premises with LESSOR’S airport management activities to avoid or minimize disruption to the operations of the airport. LESSEE shall further permit LESSOR occasional use and occupancy of the Premises, including the use and occupancy of the Premises for City of Wausau public events,

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

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

5. Restrictions on Use.

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

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

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

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

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

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

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

9. RISK ALLOCATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WAUSAU (LESSOR)

Witness

BY _____
Katie Rosenberg, Mayor

Attest:

Witness

Kaitlyn Bernarde, City Clerk

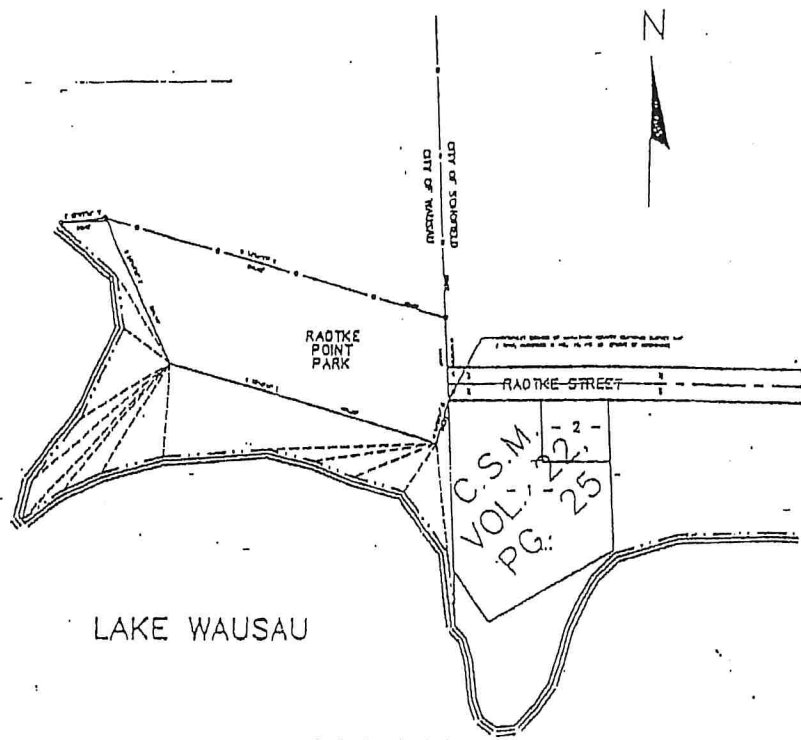
CITY OF SCHOFIELD (LESSEE)

Witness

BY _____
Kregg Hoehn, Mayor

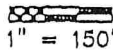
Witness

Lisa Quinn, Clerk/Treasurer



Detail Sketch

Scale



1" = 150'

Legal Description for Parcel of Land

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

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

EXHIBIT A - RADTKE POINT PARK

BOCK'S WAUSAU SCHOFIELD ADD.

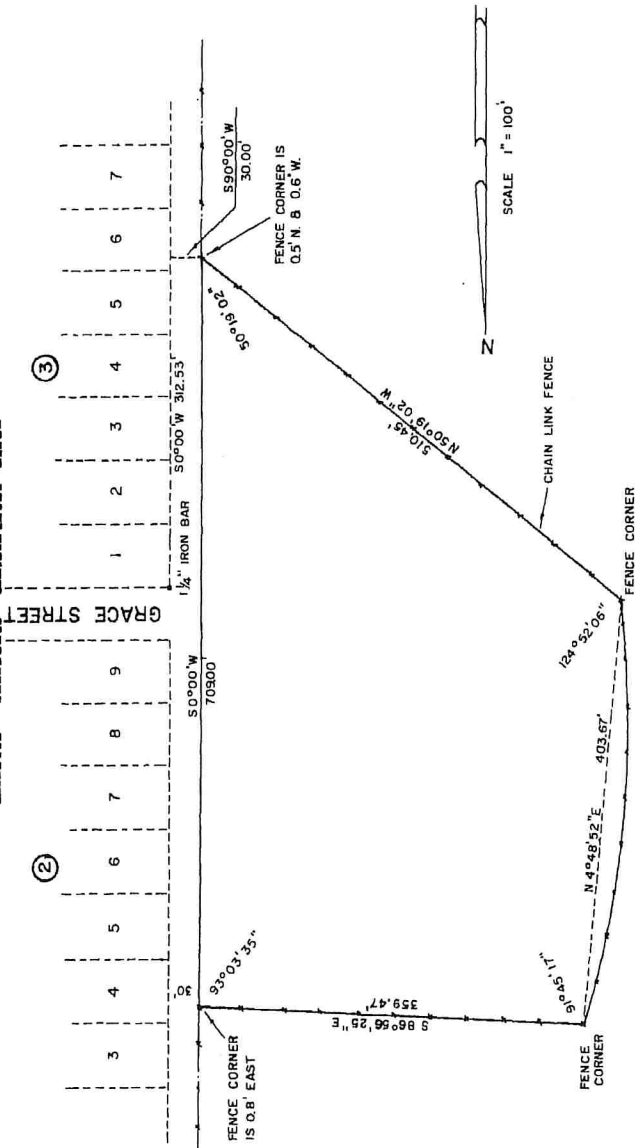


EXHIBIT A - GRACE PARK

2025

747479

300 City
City Engineer

REGISTER'S OFFICE
Marathon County, Wis.

Received for Record this
day of A.D. 19
at o'clock M and recorded
in Vol. of of Wis.
on page
Robert J. Stumpe
Register

MAR 2 11 00

7479

CERTIFIED SURVEY MAP FOR CITY OF WAUSAU

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

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

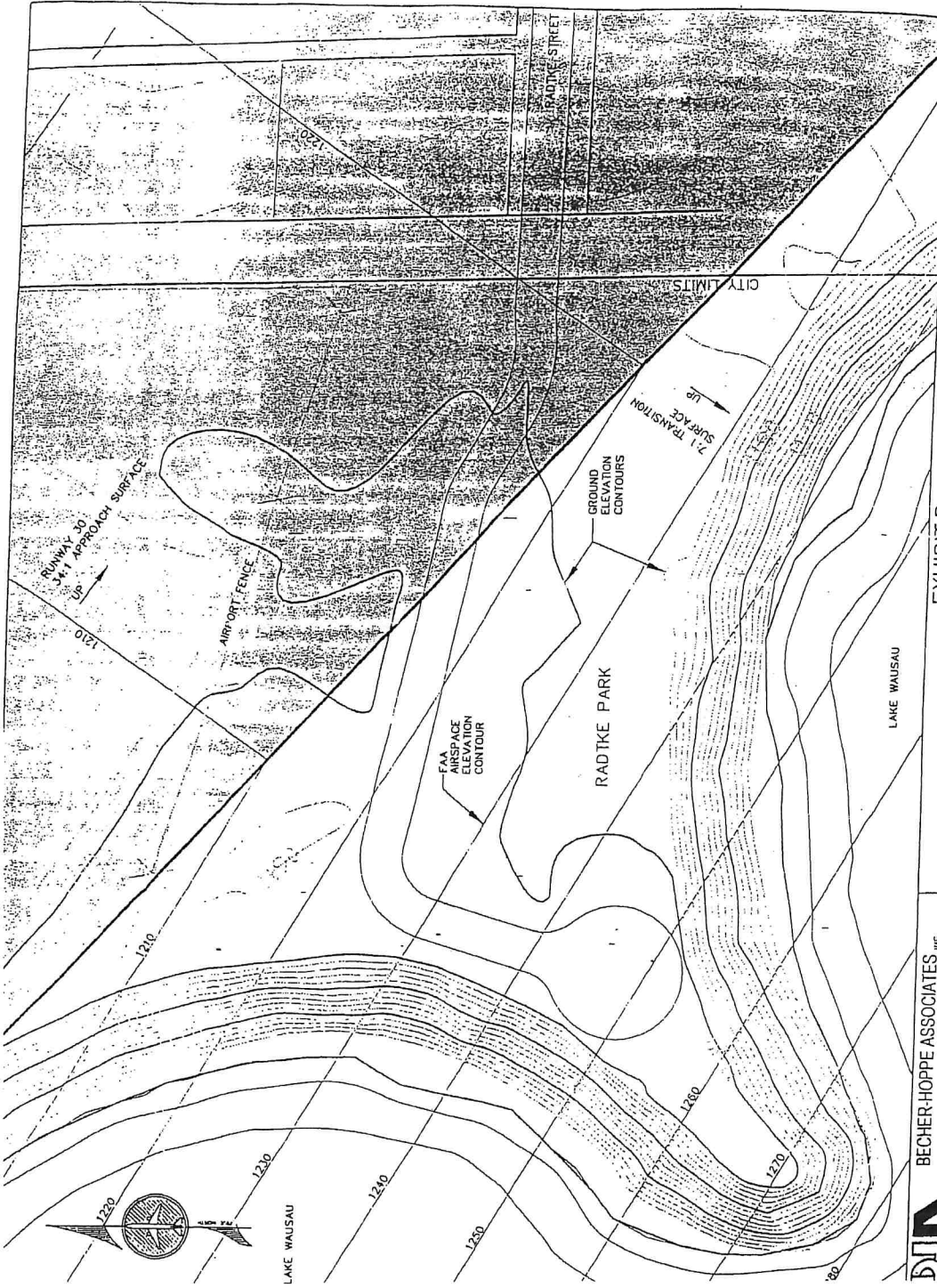
That such plat is a correct representation of all exterior boundaries of the land surveyed.

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

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

G. Cary Bush





PROJECT NO. 2005 041 31
 SCALE: 1" = 80'
 DATE: 09/17/05

EXHIBIT B
RADTKE PARK HEIGHT LIMITS
WAUSAU DOWNTOWN AIRPORT

BHA BECHER-HOPPE ASSOCIATES, INC.
 ENGINEERS ARCHITECTS SCIENTISTS SURVEYORS
 150 WEST WISCONSIN STREET, SUITE 200, WAUSAU, WI 54980
 TEL: 715.845.8800 FAX: 715.845.8801 WWW.BECHERHOPPE.COM

AIRPORT MANAGER'S REPORT
November 2023

A. FUEL SALES October

Fuel Type	2018	2019	2020	2021	2022	2023	2022/2023 % Change
92 OCT Auto	103	164	163	136	112	119	6
100LL	1374	1636	1763	1561	1314	2546	94
Jet A	10260	16186	20092	21758	26956	21889	-19
Monthly Totals	11737	17986	22018	23455	28382	24554	-13

B. YEAR TO DATE FUEL TOTALS through October

2018	2019	2020	2021	2022	2023	2022/2023 % Change
131,983	152,449	192,244	260,397	277,366	254,480	-8.3

C. AIRCRAFT RENTALS through October

Month	2018	2019	2020	2021	2022	2023	2022/2023 % Change
January	42.5	57.8	23.0	67.6	110.0	40.3	-63.4
February	27.4	45.0	65.5	47.0	99.3	126.7	27.6
March	54.3	45.9	34.1	80.3	114.2	137.2	20.1
April	49.9	67.3	0.0	139.3	111.9	169.4	51.4
May	65.1	101.3	104.8	140.8	190.8	312.9	64.0
June	88.5	150.3	173.6	173.0	225.6	315.0	39.6
July	93.2	221.8	199.7	229.9	225.7	318.2	41.0
August	144.0	183.2	229.4	160.1	237.9	370.8	55.9

September	75.9	118.0	187.9	186.3	181.5	273.1	50.5
October	67.8	93.3	144.3	124.5	144.8	248.4	71.5
November	58.4	94.3	126.7	100.2	99.2	183.7	85.2
December	33.8	50.0	133.3	80.6	80.2	0.0	-100.0
Year-To-Date	767.0	1178.2	1289.0	1449.0	1740.9	2495.7	43.4
Through October							

D. AIRPORT OPERATIONS

Wausau Based Aircraft: 78
Unregistered or unairworthy Aircraft: 8
Total Wausau Based Aircraft: 70

Some of the Companies Recently Benefiting from Use of the Wausau Downtown Airport

LPS Equipment	Incredible Bank
Vortex Tool	Wausau Supply Company
Marshfield Clinic/Spirit 2	Life Link
Hilton	Medevac
Cardinal Glass	Enterprise Rental Car
Norlen	Aspirus
Ministry Health Care	Guardian Flight
Ontario Capital	RJ Logistics
Guardian Medical	Uber
Mayo Clinic	Eagle Sky Pipeline Patrol
U.W. Health Care	Lee's Famous Recipe
All American Taxi	Kocourek Automotive
Log Cabin	Eagle's Nest
CTech Manufacturing	Ascension Hospital
Wausau Tile	Stonewall Acres
Cold Steel Sunshine	State of WI Gov. Evers
DeJong Consulting	Lewis Construction
AirVenture Cup Race	Jefferson Street Inn
Jack Henry & Associates	Design Homes
Northwest Petroleum	TJ Max
PMN enterprise	AGI Leasing
Susurrus Systems	Evolution Electronics
Cajun Capital	Indiana State
A. O. Retail Consulting	Life Investors

E. AIRPORT MAINTENANCE

Lighting Systems: All OK
Vehicles: All OK
Snow Removal: All OK
Buildings: All OK

SRE BUILDING – All OK

TERMINAL BUILDING – Update on the agenda

CIVIL AIR PATROL OFFICES – no problems

SECURITY GATE SYSTEM – no new problems

F. HANGAR TENANT CONCERNS

CORPORATE HANGAR ACTIVITY

Locally Based Aircraft using corporate hangar space: 2 jet, 2 turbine, 7 singles

T-HANGARS – 100 % occupancy 13 aircraft owners on waiting list

PRIVATE HANGARS - east hangar development area tenants ongoing issues regarding parking and crowd control

CITY HANGARS – corporate hangar 2 roof is leaking & needs replacement in 2024 - officially diagnosed 11/2023, hangar 3 cables adjusted again in 11/2023 - new door can't be installed soon enough

SRE BUILDING - alarm system inoperative due to phone line issues

G. AIRPORT PROMOTION

- **Wausau Airshow Father's Day Weekend 2023** was a great success, with both a day and night airshow. There was a hiccup with the FAA which I regarding opening/closing the airport. Acts for 2024 are in the process of being booked. The ribbers may return for this event.
- **Wausau will be start/finish for the AirVenture Cup Race for the third consecutive year in 2024!!** There were 80+ race participants in 2023 and aircraft and their crews stayed in Wausau Friday through Sunday at the Jefferson where they also had their banquet and they were very happy with the accommodations
- Both Wisconsin Flying Hamburger Socials in 2023 went off without a hitch. We served close to 500 people with 50+ aircraft attending over (2) separate evenings. Wausau Flying Service sponsored the June event and EAA Chapter 640/LBF sponsored the August event
- (4) Pilot For A Day programs this summer for 200+ student participants over the three separate events.
- The first of four Air Cadet Days of 2023 was held on Armed Forces Day May 21st. The event features flights in the WWII era Stearman biplane trainer and will take place in May, June, August & September in 2023. Twenty-five "air cadets" took the ground school courses presenting the history of flight training in WWII, history of the Stearman biplane, and how to fly the Boeing Stearman in 2022. Participants came from as far away as northern Minnesota and Chicago for the weekend to attend.
- 2023 Aviation 101 had (12) high school students enrolled. Aviation 101 is a partnership between the Wausau School District, Wausau Flying Service and Learn Build Fly. The Lewitzke Foundation has funded a portion of the program through 2025 for up to 20 students annually.
- "Learn, Build, Fly" has completed about 90% of their current Buttercup airplane project.
- EAA Chapter 640/Learn Build Fly's big event will be "Armed Forces Day" at the Learn Build Fly Education Center at the Wausau Downtown Airport May 23rd 2023! The event featured: Young Eagle Flights, WWII B-25 Mitchell bomber display flying over from Minneapolis, Air Cadet Day with the Stearman, and more! For more details visit LearnBuildFly.org