



UNAPPROVED MINUTES
IOWA COUNTY AIRPORT COMMISSION MEETING HELD
Thursday May 19, 2022 – 6pm
Iowa County Airport – Mineral Point
3151 State Road 39
Mineral Point, Wisconsin

**Iowa
County
Wisconsin**

1	Meeting called to order by Masters at 6pm
2	Roll Call – Galle, Masters, Meives, Gander, Deal, Meyers substituting for Kreul joins at 6:20PM. Also Present Highway Commissioner Hardy, Airport Manager Langbecker, BOA Josh Holbrook, Taylor Kohls, Mike Ramos, Joe Klocke, Ryan Johnson, Cory Johnson, Alan Jewell, Richard Jenkins, (Call In) Matt Hoeft. Excused: Christian and Kreul.
3	Consent Agenda: One motion to adopt all of the consent agenda items: A. Approve the meeting agenda for September 15th, 2022. B. Approve the minutes of May 19th, 2022 meeting. Masters asks for discussion or questions. Gander motion to approve, second by Galle. Motion passes unanimously
4	Report from the committee members and an opportunity for members of the audience to address the committee. No action will be taken. Masters opens the floor to commissioners, no reports to present. Masters opens the floor to the audience. Klocke asks for an email list of the packet to the airport tenants. Hardy indicates all meetings are posted on iowacounty.org and a posting at the airport. Hardy indicates he will work with airport management to send a copy of the agenda to tenants. Klocke indicates he is happy with the direction of the airport and glad to see funds being used for septic systems. Klocke notes that drawings point out specific buildings. Hardy notes that the septic will be available to all tenants but they will be responsible for a septic agreement as well as connection to the system. Ramos queries when the public is able to give input on topics later in the meeting. Masters indicates that the meetings are run under county rules and that it is at his discretion and consideration of the commission when audience members can offer input. Masters also indicates that he is looking to make meetings as input oriented as possible so long as the points are on topic.
5	Consider an Airport Private Corporate Hangar / Land Lease Agreement for Lot D (34 see sheet 16 of Airport Layout Plan) from David Hamilton for a new Hangar. Matt Hoeft indicates Mr. Hamilton is looking to build a hangar just under 5000 sq ft with attractive aesthetics along with an option to build on the two adjacent lots (35 and 36). Matt indicates that they would like to start ground work this fall or winter and hoping for a completed project by late May or early June of 2023. Holbrook indicates that they will need to file a 7460 with the FAA before they begin anything. Holbrook suggests they start the process immediately. Deal asks when the other hangars would be complete. Matt indicates he is unsure, Hardy indicates from conversations he has had with Mr. Hamilton the hangars could be completed as soon as the end of 2023. Masters asks about the length of the lease agreement without any movement on building progress. Hardy indicates that the airport commission has the ability to extend lease provisions at its discretion. Matt indicates that he and Mr. Hamilton have reviewed the lease agreement and are satisfied with its terms. Hardy indicates he has also had interest in spots 35/36 from Ward Hendrickson and Frank Hallada. Matt indicates Mr. Hamilton is

	very interested and ready to invest the funds to build. Gander inquires what the enforcement is for a failure to build. Hardy points to clauses laid out in the agreement which will release the land if failure to build takes place. Meyers makes a motion to approve, second by Deal. Hardy clarifies that this is just for lot 34. Ramos notes he had desire to build on this lot but there were building height restrictions. Hardy notes there are still restrictions which are clearly marked on the ALP. Holbrook indicates an FAA Air Space review and form 7460 will ultimately allow or not allow the proposed building. Motion passes unanimously.
6	Consider a proposal for an Option to Lease / Reserve lots E and F (Lots 35 & 36 of sheet 16 Airport Layout Plan) from David Hamilton for a new hangar. Hardy indicates that according to our lease agreement Mr. Hamilton would have 24 months to begin construction if approved to reserve the lots. Matt questions whether this is 24 months from the lease signing or 24 months from the ground being ready to be built on. Hardy indicates 24 months from signing of the lease. Deal questions whether they could use the stated terms to extend their timeframe to 3 years. Hardy indicates that they could by pulling a permit after 23 months to gain an additional 12 months to complete the project. Deal questions whether there will be revenue from the lease prior to construction. Hardy indicates that payment of lease will begin at signing. Masters invites comments from the audience. Ramos inquires if the lots can be reserved without a lease. Hardy indicates not without a lease. Ramos asks if the terms in the lease can be extended. Hardy indicates per the agreement; it is at the commission's direction to extend. Hardy states the long term goal of the airport is to be self sustaining. Masters wants to ensure that Holbrook is onboard. Holbrook indicates he needs a completed 7460. Deal motion to approve, second by Meyers. Motion passes unanimously.
7	Review the Airport 2023-28 Capital Improvement plan for Taxiway F3/G3/G4 area improvements. Hardy reviews the capital plan with the commission. Hardy indicates the need to shift some improvements in light of a new hangar being constructed. Hardy notes that proposed SRE could be swapped with taxiway development. Masters inquires whether SRE will hold up. Langbecker indicates it should. Gander asks if there is enough money to complete the project. Hardy indicates they plan to build what they can with the given County budget and BOA entitlement funding. Motion by Galle, second by Gander to swap years for taxiway construction and SRE. Motion passes unanimously.
8	Review Hangar Agreement Matrix of Tenants, Lease Terms, and Timeframes Hardy indicates there are different leases depending on when the lease was signed. Hardy indicates the county bills rent and utilities to tenants. Masters asks audience if they have any issues with the billing system. The audience indicates they are ok with the current system. Masters asks why the month to month tenants don't commit to longer. Hardy indicates it is their option. Langbecker indicates currently at 100% capacity.
9	2022 Airport Annual Rate and Charges Survey Review and Discussion, Establish 2023 Rates and Fees for the Iowa County Airport. Hardy explains the fee structure. Masters invites questions from the audience. Hardy indicates that the budget levy request has been lowered to \$70k with an additional request to lower it by \$3,500. Hardy indicates that the operating fund has \$300k+ and the capital improvement fund has over \$100k. Hardy breaks down fuel pricing from the packet. Deal asks if the lease approved tonight will cover the \$3,500 additional cut, not quite enough in that lease. Meyers indicates we have great fuel prices for the area. Masters indicates the need for exceptional customer service at the pumps. Gander inquires about raising the fees. Hardy notes it has been 10 years since the last increase. There are three different forms of lease in place on the grounds. Based on the terms, 10% raise is the max per year and some leases only allow an increase on a five year cycle according to the leases. Masters opens to the public for comments.

	Masters indicates he would like to see a small increase. Klocke notes that we are not a big airport and be careful not to make comparisons to airports with different services. Galle indicates he prefers small increases not big jumps. Masters is not looking for action tonight, just discussion. Ramos asks if all hangars are charged at the same rate for land leases. Hardy indicates \$.105 per sq foot for commercial / corporate and \$.084 per square foot for private hangars. Ramos inquires about the farm land lease. Hardy notes that it goes to bid at the end of 2023 with a 3-year lease and options for 2 consecutive years. Hardy notes all tenants must be given notice by Dec 1st of any increases. Motion to delay consideration of a rate adjustment to next months meeting by Deal, second by Gander. Motion passes unanimously.
10	Hangar Agreements Review; Commission reviewed the standard lease templates for the airport grounds, hangars, and operators.
11	Consider a Draft Onsite Sewer Treatment System and Drinking Water Distribution System Agreement and Establish Fee structure. Hardy reviews location of existing and proposed septic sites. Hardy notes Ripp has no fee attached and is using an existing bed. Medflight has a separate agreement to lease the land that their septic is located on. Hardy indicates that at \$500 per year with 7 hangars per bed will repay the investment over it's useful life. Masters indicates that it seems like a reasonable rate. Masters agrees with starting the construction and assigning a fee as the process is happening. Hardy indicates the consideration for setting a fee will be set for the next meeting.
12	Review the 2023 Iowa County Airport Budget Request Hardy reviews the revenues and expenses provided in the packet. Meives makes a motion to approve the budget request as presented, seconded by Masters. Masters notes that all funds that are apportioned to the airport must stay with the airport. Motion passed unanimously.
13	Highway Commissioner's Report A. End of August Airport Revenue and Expense Report; Hardy reviews with the commission. B. Project Updates – Septic Sewer Design and Construction Project; Hardy indicates a designer is working on the project with a field day scheduled for the 27th C. Broadband Internet Provision Update; Hardy indicates Bug Tussel is planning to bring high-speed internet fiber line solution to the area. The project is expected to run up highway 39 and could provide tenants an opportunity to connect to it in the future. D. Distributed copies of the Agricultural Land Lease and Airport Management Agreement for discussion in a Future meeting; Hardy gives a copy of the Ag Land Lease and Airport Management Agreement for the commission to review. Hardy requests a discussion at the next meeting.
14	Airport Manager's update – Gone Flyin' Aviation Adam/Taylor A. EAA Traffic Update; Kohls shows a map to the commission of the home airport of the aircraft that arrived at MRJ during Oshkosh. Kohls notes that runway construction NOTAM's were confusing to some incoming pilots and may have deterred traffic. B. Fuel Sales Update; Langbecker reviews the fuel sales report. Langbecker notes that Oshkosh was softer in fuel sales this year. Part of the issues revolved around pricing of fuel. Langbecker noted that for the second year in a row MRJ did not run out of fuel while surrounding airports did. Discussion of the vapor lock up issue with the 100LL tanks system and the shutoff switch failure for the Jet-A system.

	C. Project Update – Runway 11/29 Rehabilitation; Langbecker notes that the runway surface looks good. Langbecker indicates that the lighting is still delayed with no given timeframe for it's arrival. D. Fly-In Event Planning update; Langbecker notes that Kohls held an grill out for the duration of Oshkosh and had great community participation. With the participation the airport open house was rescheduled to October 22nd. E. Sign Replacement Update; Langbecker gives estimates from Funke Sign, Signs-to-go, and Dubuque Sign Company. Langbecker notes Funke can provide a replica of the previous sign for \$1,400, signs-to-go can provide an internally illuminated sign for \$7,000 to \$20,000 and that Dubuque Sign Company requires a \$500 concept fee to design an LED sign. Masters agrees that replacing the sign with the prior design makes the most sense. F. Equipment Maintenance and Repair Summary; Kohls indicates that the grass is still growing but things are generally well. Hardy mentions an incident involving the airport's bat wing mower and Kohls. Hardy indicates that the mower and tractor are being inspected and repaired. G. Buildings and grounds maintenance summary; Hardy commented they were pursuing insulating the County owned maintenance hangar M. The project is within the budget for buildings and grounds maintenance in 2022's budget.
15	Airport Commission Chair Report Masters indicates if anyone ever wants to reach him in regards to the airport to feel free to reach out. Galle asks if the issues with Ivey property have been addressed. Hardy indicates the County has an agricultural lease agreement; which includes a Land Use plan developed and created by Land Conservation department for the farmer/lessee to follow. The current tenant is preserving the waterways designed for the usage in accordance with the plan. If the commission wants to change the requirements in the land lease to not allow crop production; it would have to be reviewed and modified for the lease agreement which expires in 2023. The airport earns around \$29,000 in annual leases for agricultural lands on the grounds. Hardy commented repairs to Cave Road are included in the Runway project and will be completed upon project completion. The lighting portion of the project is currently delayed for the electrical conduit delivery issues.
16	Adjournment and Determine Next meeting date and Time Masters indicates an airport tour will be held 1 hour prior to the next meeting. The next meeting will be held on Oct 20th at 6PM. Motion to adjourn by Deal at 7:52PM, second by Galle. Motion passes unanimously
Minutes prepared by Adam Langbecker; Gone Flyin Aviation	

AGENDA ITEM COVER SHEET

Title: 2023 Airport Budget Request

☐ Original

☒ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

Review the 2023 departmental budget request for the airport operations and capital projects.

RECOMMENDATIONS (IF ANY):

For review and discussion. County Administration has requested the Department to reduce its' tax levy request by 10,000 to \$66,437 for 2023. And, for the Commission to discuss and consider a plan to migrate to 100% self sufficiency from the users and operations of the Airport to reduce or eliminate tax levy dependency.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Copy of the Department Tax Levy and Budget information for years 2021-23.

FISCAL IMPACT:

Budgetary for 2023

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10-20 Mins.

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 9/15/2022 / 10-20-22

AGENDA ITEM # 12 / 5

COMMITTEE ACTION:

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2023 Revenue Budget Worksheets
Iowa County Airport - Revenue

LEDGER	FUND ACCOUNT	ACCOUNT DESCRIPTION	ACTUAL 12-31-2020	ACTUAL 12-31-2021	2022 Revised Budget	2023 Department Budget Request	Comparison \$ (10,000)
2	262.07.41110.00000.000	TAX LEVY-IA COUNTY AIRPORT	76,437.00	76,437.00	70,000.00	66,437.00	
2	262.07.41220.00000.000	SALES TAX DISCOUNT	40.00	40.00	.00	.00	
2	262.07.43534.00000.000	AIRPORTS - STATE GRANTS	50,339.97	45,000.00	.00	.00	
2	262.07.46340.00000.000	IA CO AIRPORT REV-FUEL	98,709.25	152,172.03	114,437.00	154,298	
2	262.07.46342.00000.000	IA CO ARPRT REV-HANGAR REN	30,686.79	30,273.61	30,500.00	30,500	
2	262.07.48200.00000.000	IA CONTY AIRPORT LAND RENT	29,724.60	29,725.00	29,725.00	29,750	
2	262.07.48300.00000.000	SALE OF FIXED ASSETS	.00	1,405.00	.00		
2	262.07.48410.00000.000	INSURANCE RECOVERY	11,671.85	5,690.00	.00		
		Capital Short-term Borrowing				5,583	
		Airport Capital Fund Transfer				6,500	
Total Revenues			297,609.46	340,742.64	244,662.00	293,068	

Gals. \$/Gal 1
33562
10500
23562

Acres \$/Acre
145 205.18

9

2023 Expenditure Budget Worksheets
Iowa County Airport - Expenditures

LEDGER	FUND ACCOUNT	ACCOUNT DESCRIPTION	ACTUAL 12-31-2020	ACTUAL 12-31-2021	2022 Revised Budget	2023 Department Budget Request
3	262.07.53510.00000.110	SALARIES & WAGES	.00	.00	.00	
3	262.07.53510.00000.211	MGMT CONTRACTED SERVICES	82,166.60	83,159.92	84,987.00	83,500
		Housekeeping				3,510
		Recycling and Solid waste				1,040
3	262.07.53510.00000.221	UTILITIES	7,900.83	8,569.44	9,800.00	10,000
3	262.07.53510.00000.225	TELEPHONE	5,051.66	5,185.98	5,200.00	5,200
		BUILDING AND GROUNDS	.00	.00	.00	28,045
3	262.07.53510.00000.247	ADVERTISING & BIDS	433.60	510.00	750.00	500
3	262.07.53510.00000.295	POSTAGE	104.08	169.11	250.00	300
3	262.07.53510.00000.311	COPIER FEES/CHARGES	.00	72.00	250.00	300
3	262.07.53510.00000.317	OTHER OFFICE SUPPLIES	99.99	192.97	300.00	300
3	262.07.53510.00000.319	REGISTRATION FEES & TUITION	.00	522.00	.00	
3	262.07.53510.00000.325	SUPPLIES/REPAIRS	7,084.24	11,756.11	10,000.00	
3	262.07.53510.00000.340	CREDIT CARD FEES	172.71	227.03	200.00	250
3	262.07.53510.00000.347	FUEL-AIRPLANES	67,537.64	107,245.82	84,000.00	120,735
3	262.07.53510.00000.351	EQUIPMENT REPAIRS/MAINTENA	34,232.81	4,022.27	32,757.00	12,250
3	262.07.53510.00000.355	FUEL TANK TESTING & REPAIR	1,075.80	707.50	1,000.00	1,200
3	262.07.53510.00000.356	FUEL-VEHICLES	1,899.54	3,869.67	5,000.00	3,500
3	262.07.53510.00000.358	BUILDING & LIABILITY INS	7,687.47	8,154.48	8,659.00	8,750
3	262.07.53510.00000.511	STORAGE TANK LIABILITY INS	1,369.00	1,422.00	1,509.00	1,604
3	262.07.53510.00000.519	BAD DEBT EXPENSE	1,081.10	92.00	.00	
3	262.07.53510.00000.740	IA CO AIRPORT OUTLAY > \$5000	14,000.00	.00	.00	12,083
3	262.07.53510.00000.805	TRANSFERS TO OTHER FUNDS	50,500.00	.00	50,000.00	
3	262.07.59200.00000.800					
Total Expenditures			282,397.07	235,878.30	294,662.00	293,068

Capital Acquisitions
 TWY Design 3750 Cap Borrow
 TWY Const 1833 Cap Borrow
 TWY Const 6500 Cap Acct
12083 Total
 5583 Borrow
 6500 Fund

Total Revenue less Tax Levy
 Tax Levy Amount

226,631
 66,437
 293,068

AGENDA ITEM COVER SHEET

Title: Set Airport Rates, Charges, and Fees

☐ Original

☒ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

Review a summary of surrounding airport operations versus Iowa County charges for various fees for fuel, hangars, land leases, etc. Discuss and determine if revisions to the current rates and fees at the airport are warranted for hangar rentals, land leases, fuel, and any other fees.

RECOMMENDATIONS (IF ANY):

Discuss fuel revenues and determine if rate revisions or rate formula setting changes are necessary. Recommend an increase to land lease and hangar rental rates, as they have been unchanged at the airport for almost a decade.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Summary of information from surrounding airports and rate changing agreement verbiage from the various agreements in Iowa County on the grounds.

FISCAL IMPACT:

Annual budgetary impacts.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10-20 Mins.

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 9/15/2022 / 10-20-2022

AGENDA ITEM # 9 / 6

COMMITTEE ACTION:

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IOWA COUNTY AIRPORT - Month / Year Comparison of Number of Gallons Sold of all Fuel Types																				
	January	February	March	April	May	June	July	August	September	October	November	December	Totals for the Year	3-Year Averages						
100LL (Gals of Fuel Sold)																				
	216.37	303.15	485.87	706.52	841.45	1,056.93	2,495.86	1,569.35	843.27	654.86	461.43	270.01	9,905.08	Ave						
	257.23	362.81	510.72	818.84	978.42	1,374.92	3,111.83	2,327.59	990.61	583.28	558.83	327.24	10,245.36							
	215.61	293.76	500.85	621.72	622.71	836.03	2,061.26	1,031.18	708.31	651.76	418.26	262.04	9,379.80							
High	484.60	650.72	898.46	1,370.90	1,776.55	2,348.05	4,942.43	4,091.56	1,981.22	1,166.55	1,117.66	654.47	14,978.90	2003						
Low	29.85	74.90	122.98	266.77	180.28	401.79	1,281.23	563.62	-	-	-	-	5,511.81	2013						
3-Year Average	258.99	378.92	704.87	847.94	718.15	970.56	3,415.69	1,882.99	302.21	455.55	364.99	274.20	10,575.06	3-Year Ave						
JET-A (Gals of Fuel Sold)																				
	442.54	504.38	662.06	939.06	1,620.89	1,414.21	1,952.09	1,873.95	530.22	801.31	675.25	580.88	11,459.35	Ave						
	835.35	1,378.23	1,362.53	2,176.74	2,411.57	2,110.74	3,040.30	4,091.39	1,173.46	1,192.79	1,284.42	1,232.30	15,859.17							
	349.86	341.05	487.37	601.14	1,563.19	1,320.62	1,811.70	1,336.88	433.72	621.61	352.63	428.23	8,710.31							
High	1,670.70	2,631.00	2,672.90	4,263.36	4,823.13	4,172.01	5,801.85	8,078.38	2,346.92	2,385.57	2,568.83	2,464.59	29,188.98	2003						
Low	-	125.46	52.16	90.11	-	49.47	278.75	104.40	-	-	-	-	2,529.35	2015						
3-Year Average	694.44	342.59	940.81	988.42	1,961.60	2,546.30	4,499.76	5,216.53	1,049.67	1,374.69	1,045.99	661.69	21,322.50	3-Yr Ave						
All Fuels (Gals Sold)																				
	658.91	706.66	1,147.93	1,645.58	2,462.34	2,400.43	4,350.34	3,443.29	1,346.98	1,456.17	1,069.15	676.63	21,364.43							
	1,136.25	1,655.34	1,880.94	3,064.03	3,527.28	3,181.95	5,912.32	5,064.32	1,407.51	1,656.31	1,752.88	1,469.34	26,468.68							
	661.81	577.10	952.13	1,273.81	2,213.45	2,211.42	3,896.54	2,585.32	1,158.53	1,512.15	712.74	421.77	18,655.26							
High	2,155.30	3,221.40	3,500.80	5,634.26	6,333.63	5,747.55	9,727.53	9,056.87	2,815.01	3,312.62	3,505.75	2,938.68	44,167.88	2003						
Low	117.19	89.27	261.08	493.79	720.93	616.35	2,097.11	1,071.76	-	-	-	-	8,769.48	2014						
3-Year Average	953.43	721.50	1,645.68	1,836.36	2,679.75	3,516.85	7,915.45	7,099.52	1,351.89	1,830.24	1,410.98	935.90	31,897.55	2020-22						
Average of 3-Year Averages													19,778.46	2014-17						
													31,897.55	2020-22						
													10,067.06	2014-16						
													18,129.09	2010 & 2019						
Lifetime Avg 3-Yr Ave	Sales Revenue										Profit		Airport Budget							
	CY 2023 Est										2022 Price Expense		2023 Revenue		2023 Expense					
	\$ 9,905										\$ 53,288		\$ 46,463		\$ 154,298					
	\$ 11,459										\$ 23,562		\$ 4.45		\$ 104,949		\$ 1.30			
	\$ 21,364										\$ 34,062		\$ 120,781		\$ 37,456		\$ 20-Year Ave			
Total	31,898										34062		\$ 158,237		Budget		\$ 33,563		\$ 1.05 /Gal.	

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Airport Pricing Survey 2022 (FY2021 Information)

Call Sign	Size	Airport	Gals sold CY2021					Airnav Reported Pricing 08-09-22			
			100LL	Jet-A	100LL	AS/SS	10LL FS	Jet-A	AS/SS	Jet-A	FS
KOVS	MED GA	Boscobel	19,318	N/R	\$	6.60	--	--	--	--	--
KDLL	MED GA	Baraboo	21,000	172,000	\$	7.29	\$ 7.29	--	--	\$	6.49
73C	SML GA	Lancaster	12,662	N/R	\$	6.40	--	--	--	--	--
C29	LRG GA	Middleton	72,087	45,953	\$	6.20	\$ 6.40	\$	5.50	\$	5.70
KEFT	MED GA	Monroe	60,000	25,000	\$	6.67	\$ 7.17	\$	4.99	\$	5.49
KPVB	MED GA	Platteville	22,850	34,380	\$	6.75	--	\$	5.75	--	--
C47	MED GA	Portage	6,508	--	\$	6.94	--	--	--	--	--
KPDC	MED GA	Prairie du Chien	8,564	13,487	\$	7.00	--	\$	5.60	--	--
C35	MED GA	Reedsburg	19,527	9,144	\$	6.59	--	\$	5.89	--	--
93C	SML GA	Richland Center	4,037	N/R	\$	6.07	--	--	--	--	--
91C	MED GA	Sauk Prairie (Prairie du Sac)	2,068	N/R	\$	6.69	--	--	--	--	--
KLNR	MED GA	Tri-County (Lone Rock)	12,030	13,419	\$	5.98	--	\$	4.98	--	--
Y51	MED GA	Viroqua	9,000	N/R	\$	5.59	--	--	--	--	--
RYV	MED GA	Watertown	N/R	N/R	--	--	\$ 4.99	--	--	\$	4.45
MRJ		Low	2,068	9,144	\$	5.59	\$ 6.40	\$	4.98	\$	5.49
		High	72,087	172,000	\$	7.29	\$ 7.29	\$	5.89	\$	6.49
		Mineral Point	13,375	25,465	\$	6.40	N/A	\$	5.40	N/A	N/A
		Average	20,742	44,769	\$	6.52	\$ 6.95	\$	5.45	\$	5.89
		Median	12,662	25,000	\$	6.60	\$ 7.17	\$	5.55	\$	5.70

* In 2022 = Tax Levy contribution for MRJ - Iowa County Airport operations was lowered to \$70,000

AS = ASSISTED SERVICE

SS = SELF-SERVICE

FS = FULL SERVICE

N/R = NOT REPORTED

FBO = Fixed Base Operator - a commercial enterprise that has been granted the right by an airport a

--- = Not Available at the Airport or Not Reported Data.

\$/Sft based on annual \$ / 4900Sft (70X70) hangar size.

\$/Sft determined on land basis of 70X70 = 4900 Sft Or Hangar Basis of 50X50 = 2500Sft; depending

Sauk Charges a \$5 Fee for Tie Down / Dane & Baraboo Charges \$10.

MRJ charges \$250/Month for our large box hangars (C/L/N) based on two times our Non-heated Ne

Airport Pricing Survey 2022 (FY2021 Information)

Land Leases Basis of 4900 SFT Land or 2500 SFT Building																		
Call Sign	Size	Airport	Private Hangar			Corporate			Commercial			Heated T-Hangar		Non-heated T-Hanger		Self-sufficiency Tax Levy	# of FBO's	
			Annual	\$/SF Land Basis	# Hangars	Annual	\$/SF Land Basis	Annual	\$/SF Land Basis	Annual	\$/SF Land Basis	Annual	Monthly	Annual	Monthly			
KOV5	MED GA	Boscobel	250	\$	0.051	5.0	---	---	---	---	---	---	---	---	360	30	\$ 20,000	1
KDLL	MED GA	Baraboo	588	\$	0.120	42.0	---	---	---	---	---	---	---	---	600	50	\$ 100,000	1
73C	SML GA	Lancaster	---	---	---	---	---	---	---	---	---	---	---	---	600	50	\$ 22,080	0
C29	LRG GA	Middleton	2100	\$	0.429	40.0	2940	\$	0.600	---	---	---	---	---	---	---	---	2
KEFT	MED GA	Monroe	490	\$	0.100	32.0	490	\$	0.100	---	---	---	---	---	1800	150	\$ 80,000	3
KPVB	MED GA	Platteville	735	\$	0.150	5.0	---	---	---	1250	\$	0.255	---	---	1716	143	\$ 80,000	1
C47	MED GA	Portage	400	\$	0.082	2.0	---	---	---	---	---	---	---	---	---	---	\$ 50,000	1
KPDC	MED GA	Prairie du Chien	500	\$	0.102	16.0	---	---	---	---	---	---	---	---	---	---	\$ 42,777	0
C35	MED GA	Reedsburg	250	\$	0.051	14.0	---	---	---	---	---	---	---	---	---	---	\$ 90,000	1
93C	SML GA	Richland Center	100	\$	0.020	11.0	---	---	---	---	---	---	1800	150	1500	125	\$ 0	0
91C	MED GA	Sauk Prairie (Prairie du Sac)	850	\$	0.173	27.0	---	---	---	850	\$	0.173	---	---	---	---	\$ 7,600	0
KLNR	MED GA	Tri-County (Lone Rock)	350	\$	0.071	21.0	350	\$	0.071	350	\$	0.071	---	---	1500	125	\$ 68,000	1
Y51	MED GA	Viroqua	300	\$	0.061	22.0	---	---	---	---	---	---	---	---	---	---	\$ 35,000	0
RYV	MED GA	Watertown	539	\$	0.110	32.0	0	---	---	539	\$	0.110	---	---	---	---	\$ N/R	1
MRJ	Low		100.00	\$	0.020	2.0	350.00	\$	0.071	350.00	\$	0.071	1800.00	150.00	360.00	30.00	\$ 7,600	0.0
	High		2100.00	\$	0.429	42.0	2940.00	\$	0.600	1250.00	\$	0.255	1800.00	150.00	1800.00	150.00	\$ 100,000	3.0
	Mineral Point		412	\$	0.084	22.0				539	\$	0.110			1500	125	76437*	2
	Average		576.08	\$	0.118	19.8	1260.00	\$	0.257	759.50	\$	0.155	1800.00	150.00	1246.00	103.83	\$ 51,546	0.8
	Median		445.00	\$	0.091	18.5	490.00	\$	0.100	719.00	\$	0.147	1800.00	150.00	1500.00	125.00	\$ 46,389	1.0

* In 2022 = Tax Levy contribution for MRJ - Iowa County Airport operations was lowered to \$70,000

AS = ASSISTED SERVICE

SS = SELF-SERVICE

FS = FULL SERVICE

N/R = NOT REPORTED

FBO = Fixed Base Operator - a commercial enterprise that has been granted the right by an airport authority to operate on that airport and provide aviation services, such as fuel, parking and hangar space, to the General Public.

--- = Not Available at the Airport or Not Reported Data.

\$/SFt based on annual \$ / 4900Sft (70X70) hangar size.

\$/SFt determined on land basis of 70X70 = 4900 Sft Or Hangar Basis of 50X50 = 2500Sft, depending on lease terms. Land is a 10Ft Buffer around a hangar.

Sauk Charges a \$5 Fee for Tie Down / Dane & Baraboo Charges \$10.

MRJ charges \$250/Month for our large box hangars (C/L/N) based on two times our Non-heated Nested Tee Hangar Price (1 Plane vs 2 Plane storage), and Only Hangar C is Heated.

BLANK



Iowa County Highway Department

1215 N Bequette Street
Dodgeville WI 53533-0078

Phone: 608.935.3381

Fax 608.935.0372

Email: highway@iowacounty.org

CRAIG HARDY
HIGHWAY COMMISSIONER
WWW.IOWACOUNTY.ORG

Existing Contract Agreement Language related to lease rate adjustments:

Nested Tee Hangars – Monthly / Annual rates: Hangars (#1-11)

Current Rate is \$125 / Month Times 12 = \$1,500 for annual.

From 2014:

LEASED PREMISES. Lessor leases to Lessee hangar space described as: Hangar No. 76, for the purpose of storing the following aircraft: At the monthly rate of \$125.00 plus utilities. It is understood and agreed that the rental rate specified shall be subject to reexamination and readjustment based on the recognized economic index.

Current:

Rent Adjustments: The Commission shall have authority to set and establish rental rates from time to time. The Lessor shall have the right to adjust rent annually subject to the following terms:

- a. Any rent adjustment shall be applied uniformly for all non-commercial hangar leases at the Airport.
- b. No adjustment shall result in a rent that is more than a full year equivalent of 110% of the rent for the prior calendar year.
- c. Notice of a rent adjustment that is effective for the next calendar year shall be delivered on or before December 1 of the year prior to the year for which such adjustment shall apply, except in the case of a new lease executed after December 1 in which case such notice shall be given at the time of the execution of the lease.

County Box Hangars - Monthly / Annual: (Hangars C / L / M / N):
Current Rate is \$250 / Month or \$3,000 for Annual.

From 2014 – 2019 (2 Leases):

No stipulation is month to month or annually renewed / extended so subject to annual fluctuation.

Current Format (1 Lease) :

Rent Adjustments: The Commission shall have authority to set and establish rental rates from time to time. The Lessor shall have the right to adjust rent annually subject to the following terms:

- a. Any rent adjustment shall be applied uniformly for all non-commercial hangar leases at the Airport.
- b. No adjustment shall result in a rent that is more than a full year equivalent of 110% of the rent for the prior calendar year.
- c. Notice of a rent adjustment that is effective for the next calendar year shall be delivered on or before December 1 of the year prior to the year for which such adjustment shall apply, except in the case of a new lease executed after December 1 in which case such notice shall be given at the time of the execution of the lease.

Land-Lease Rates – 4 Contract versions in place:

Rates determined by “Private” = \$0.084/SFt.

“Commercial / Corporate” = \$0.105/SFt.

The Leased Property Area for the leases is determined by the actual size of the hangar building, plus the building setback dimensions all around the building. So a 60 X 40 box hangar (2,400 SFT) with a 10 ft side/rear and 3Ft front building setback dimension would be $60 + 10 + 10 \times 40 + 10 + 3 = 80 \times 53$ or 4,240SFt.

Personal versus commercial/corporate are not defined, but different rates are specified in the Agreement.

Personal is often referred to as a private or individual hangar. The individual owns both a hangar and aircraft inside it – same party. The reality is typically an LLC, LLP, or other (company, corporate, or partnership) business type venture is a shell for the individual involved. The sole individual or partnership jointly own the hangar and aircraft inside for personal enjoyment, use, or recreation; and are not to be providing any commercial services to others without a FBO or SASO agreement. There are three types of “Personal” Hangar and lease agreements with differing rate language:

1982-2004:

2. Length of term and rent: To Have and to Hold the said premises for the term of ninety-nine (99) years, beginning the nineteenth day of October, 1991, for a rental of ~~\$80.00~~ per year, payable at the beginning of each lease year. Rate changes may be made at the annual meeting of corporation upon agreement with corporation Board of Directors and Hangar owner, but no more than 5% at one time.

2005 +/-

4. **Rent.** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of .8 cents per square foot for the land leased, for a total annual charge of \$ 220.80 payable on 12/15/05. It is understood and agreed that the rental rate specified shall be subject to reexamination and readjustment based on the recognized economic index at the end of each five-year period of this lease, provided that any readjustment of present rates shall be reasonable. The rental rate charged is based on the entire plot of land allocated to the particular hangar. The size of the plot shall be as dimensioned on the Airport Layout Plan or other approved drawing of the lots designated for hangar sites having dimensions for the lot being leased.

2010:

It is understood and agreed that the rental rate specified shall be subject to reexamination and readjustment based on the applicable recognized economic index at the end of each five-year period of this lease, provided that any readjustment of present rates shall be reasonable. The rental rate charged is based on the entire plot of land allocated to the particular hangar. The size of the plot shall be as dimensioned on the Airport Layout Plan or other approved drawing of the lots designated for hangar sites having dimensions for the lot being leased.

2019:

Rent: The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of \$ 0.084 per square foot for the land leased, for a total annual charge of \$ 272.16, payable in advance on January 1, and on each anniversary thereof until this lease terminates. Payments shall be due annually on January 1. The County shall notify leasees in writing during November of the preceding year. No other notice shall be due from the Airport or the County. Lack of timely or insufficient notice shall not be grounds for a payment due date extension.

Rent Adjustments: The Lessor shall have the option to adjust rent annually subject to the following:

Any rent adjustment shall be applied uniformly for all non-commercial hangar leases at the Airport.

No adjustment shall result in rent that is more than the full year equivalent of 110% of the rent for the prior calendar year.

Notice of a rent adjustment that is effective for the next calendar year shall be delivered on or before December 1 of the year prior to the year for which such adjustment shall apply, except in the case of a new lease executed after December 1 in which case notice shall be given at the time of execution of the lease.

Commercial / Corporate would be a reference to a business entity acting on the grounds to perform work or activity for others. In these situations, the County also has on file an FBO – Fixed Base Operator's or SASO – Specialized Aviation Service Operator's Operational Agreement, thereby defining what activities they perform or provide to others. In these instance, the County charges a rental payment for the land the hangar resides on or they operate out of at a higher commercial rate.

1 Agreement from 2000; not specified in the agreement with regards to raising/changing rates.

Land Lease for UW Health Septic Bed: We have one privately owned Private Onsite Wastewater Treatment System (POWTS) agreement with UW-Health; which covers the ground their privately owned and operated septic bed system resides on for operations of the UW Health Helicopter operations. The lot size is based on the size of the permitted septic bed. The agreement verbiage is subject to the following rate changes:

Rent. Lessee agrees to pay to Lessor for the use of the Premises under the terms and conditions of this Lease a yearly rental rate of 10.5 cents (\$.105) per square foot for the drainfield land leased for a total annual charge of \$262.92 (i.e. 2,504 square feet x 10.5 cents/square foot). The full annual payment shall be paid on or before the Commencement Date and annually thereafter.

Adjustment of Rental Rate. It is understood and agreed that the rental rate specified above shall be subject to reexamination and adjustment based on the applicable recognized economic index at the end of each Lease term. Any future adjustment of the rental rate shall be memorialized in writing as an addendum to this Lease.

AGENDA ITEM COVER SHEET

Title: Consider a Draft Tenant Lease Agreement for Connection to a County Own

☐ Original

☒ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

The Airport is pursuing installation of a new Private Onsite Wastewater Sewer Treatment System (POWTS) utilizing ARPA funds to service private hangars on the grounds. Each system is specifically designed. The lease agreement specifies conditions of use by others and establishes recovery of county fees for providing the services to the hangar owners.

RECOMMENDATIONS (IF ANY):

To review and discuss agreement content for revision if warranted.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Copy of a draft agreement and discussion of existing POWTS on the grounds.

FISCAL IMPACT:

Annual lease rental budgetary impacts.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10-20 Mins.

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 9/15/2022 / 10-20-2022

AGENDA ITEM # 11 / 7

COMMITTEE ACTION:

RANK

AIRPORT CONNECTION LEASE FOR PRIVATE UTILIZATION OF AN ONSITE WASTEWATER TREATMENT SYSTEM AND WELL WATER DISTRIBUTION SYSTEM.

This agreement, made and entered into on the date indicated below by and between Iowa County, Wisconsin, hereinafter called the Lessor, and _____, hereinafter called the Lessee.

WHEREAS, the Lessor owns and operates a private onsite wastewater treatment system and a well water distribution system at an airport known as the Iowa County Airport at Mineral Point and Lessee is desirous of leasing from the Lessor a certain portion of the wastewater treatment system for connection of a private hangar on the airport grounds, hereinafter more fully described, for the purpose of providing sewer and water services to a hangar and hangar improvements for provision of sewer and water privately within the respective hangar.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessor does hereby agree to provide to Lessee the following premises, services, rights, and easements on the airport grounds upon the following terms and conditions.

1. Onsite Wastewater Treatment System Description:

The Lessor shall provide a Private Onsite Wastewater Treatment System (POWTS) designed, operated, and maintained within compliance with Comm 83.0 Admin Code and the Iowa County Private Sewerage System Ordinance for provision of wastewater treatment options to serve privately owned hangars on the airport grounds. The Lessor's system design will be based on a GPD value. The usage by Lessee shall be based on their proportional contribution to the total design volume of the system design also on a GPD basis for the determined life expectancy of the system. The life of the system is based on design and usage estimations as well as the proper use of the system by the Lessees, and is not guaranteed. The determination for its' replacement will reside with the Lessor. The Lessor shall be responsible for all maintenance and operational costs for the system itself within the parameters of the designs as approved during initial construction permitting for the system. The Lessees payments for services shall include costs for ongoing maintenance and operation of the overall system by the Lessor. The Lessee shall be provided a connection point to said system at the system for their hangar site development. The Lessee shall apply for a revision permit to connect and discharge to the Lessor owned system. This agreement shall codify the requirements of the parties for the use of said system.

2. Onsite Well and Drinking Water Distribution System:

The Lessor shall provide a Private Well Water Distribution System designed, operated, and maintained by the Lessor in compliance with all state, federal, and local regulations. The Lessor's system shall be capable of providing water services to the hangar site of the Lessee. The usage thereof by the Lessee shall be based on a proportional share of the total capacity of the system determined on the basis of its' estimated life expectancy. The life expectancy is not guaranteed, and the determination for its' replacement will reside with the Lessor. The Lessee shall be provided a connection point to said system at the system for their hangar development. The Lessee shall encumber all costs for system installation for provision of water from the connection point to their hangar. The Lessee payments shall include costs for ongoing maintenance and operation of the overall system by the Lessor. The definition of the "system" of the Lessor shall consist of the water well, casing, pump, and piping system between the well pump and the connection point. The definition of the Lessee's system shall consist of the piping from the connection point to and all components within the hangar of the Lessee. The Lessee shall apply for a connection permit to connect and receive water from the Lessor's system. This

agreement shall codify the requirements of the parties for the use of the Lessor's system.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, services, equipment, property, appurtenances, and easements on and to the airport upon the following terms and conditions.

3. Property Description:

The provision of services being (water distribution system / wastewater treatment system) shall be connected by the Lessee from the Lessor's connection point to the private hangar located as described:

Lot #14 in the SW ¼ of the SW ¼ Sec. 23; T5N; R2E; Lot Size of 60Ft X 54Ft; Hangar Size of 44Ft X 48Ft; Town of Linden; Iowa County, Wisconsin; Leased Property being 3240 Sq. Ft.

This connection agreement shall allow the single point of connection to each of the systems as identified above for the hangar site as identified above. The Lessee shall be responsible for the following requirements:

Private Onsite Wastewater Treatment System (POWTS) Connection Point:

- A. The Lessee shall hire a licensed plumber to perform the installation and hookup connection of any wastewater services approved per this agreement for the proposed development / hangar in accordance with the connection points identified within the POWTS design.
- B. The POWTS wastewater sewer connection will require a plumber's revision permit by the Lessee from the Iowa County Planning and Zoning Department to verify the amount of anticipated discharge for the hangar development being considered, which will also be the basis for the determination of share of costs for utilization thereof.
- C. The POWTS permit will identify and include all points of entry for any water usage within the proposed or existing hangar development. No floor drains of any kind will be installed or allowed connection to the County POWTS system being utilized. The Lessee shall obtain all necessary permits for the remodeling of their hangar or the inclusion of sewer and water services within their hangar in accordance with state, federal, and local laws and regulations. Once an approval permit(s) are issued, the Lessee shall not increase their usage of water or sewer without applying for the proper permits and revising this agreement.
- D. The Lessee shall take all precautions necessary to preclude any contaminant materials from entering the system at any point of connection. This shall include a requirement to deter and preclude any and all non-waste water entry such as minimum quantities of fats, oils, greases, BOD's, or TSS's in compliance with the various sanitary permits.
- E. The Lessee shall apply for a plumber's permit for the sanitary sewer connection point for the proposed hangar. The permit shall specify the amount of effluent discharge

for the anticipated hangar design. The lessee shall certify to not making any revisions in the original installation or connection points without first notifying the County in writing. The County reserves the right to inspect the connection point and all points in the hangar portion of the system at any time.

- F. The Lessee's system shall be designed as a stand-a-lone connection point to the County system. The Lessee shall be responsible for any filters, pumps, alarms, or other items related to their system and its' connection to the County's POWTS system. All work performed by the Lessee shall be supervised or performed by a licensed plumber in the State of Wisconsin and signed off by said plumber. In addition, inspections will be required during the installation and connection per state and local regulations. The Lessee shall be responsible to coordinate all inspections and obtain all necessary permits.

Well Water Distribution System Connection Point:

- A. The Lessee shall hire a licensed plumber to perform the installation and hookup connection of any water services for the proposed development / hangar in accordance with the connection points identified within the POWTS design.
- B. The water services to be provided shall be for a water closet(s) and the installation of related appurtenances only; as identified within and in accordance with the POWTS permit from the County; being more specifically identified as a toilet, shower, and / or bathroom sink. No kitchen or sleeping accommodation quarters shall be allowed within the hangars on the airport grounds.
- C. The Lessee's system shall be designed as a stand-a-lone connection point to the County system. The Lessee shall be responsible for any filters, pumps, alarms, or other items related to their system and its' connection to the Lessor's well water distribution system.
- D. The Lessee shall take all precautions against damage to the County's overall system, and include prevention measures against continuous water usage or drawdown.
4. **Term:** The term of this lease shall be for a period of Fifteen (15) years of access to the Lessor's operating systems herein mentioned above; commencing on _____ and terminating on December 31, _____. The provision of the systems by the Lessor is not a guarantee the systems will be in service for fifteen years, as the life of the system is based on an estimation of usage which can vary overtime by the use by the Lessee(s). Mis-use could lead to system failure which may and could occur prior to the fifteen year estimated life. If system failure occurs, it will be solely the Lessor's Airport Commission determination whether to continue to provide services or not.
5. **Rent:** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly annual rental charge of \$____, payable in advance on January 1 or on a monthly basis as herein agreed to, until this lease terminates. All annual payments shall be due annually on January 1. All monthly payments will be due on a bi-monthly basis with the hangar rental billings. The County shall notify lessees in writing during November of the preceding year. No other notice shall be due from the Airport or the County. Lack of timely or insufficient notice shall not be grounds for

a payment due date extension.

Annual Sewer and Water lease payments shall be made payable to the Iowa County Treasurer; C/O Iowa County Airport; 222 N. Iowa Street; Dodgeville, WI 53533. Any amounts past due shall be assessed a monthly rate of 1.5% interest on the amount outstanding.

The amount of Lessor system capacity of the POWTS system encumbered by this connection agreement is determined from the revision permit so issued to be YY GPD of a total system design capacity of XX GPD. The Lessor's system this agreement is connected to shall be hereby identified as the Lessor's Septic Bed system installed along Runway 04/22 located north of the end of Runway #22, and is created for the anticipated usage by hangars Lot #34-36, the Nested Tee Hangar #38 maintenance bay, and Hangar Lots #5-9.

The amount of Lessor system capacity for the Well water distribution system encumbered by this connection agreement is determined from the revision permit so issued for the POPWTS system to be YY GPD of the system design of XX GPDpoint

Finally, the rental rate specified herein shall be subject to reexamination and readjustment as provided below.

6. **Rent Adjustments:** The Lessor shall have the option to adjust rent annually subject to the following:
 - a. Any rent adjustment shall be applied uniformly for all Sewer and Water Usage leases at the Airport for each respective system.
 - b. No adjustment shall result in rent that is more than the full year equivalent of 110% of the rent for the prior calendar year.
 - c. Notice of a rent adjustment that is effective for the next calendar year shall be delivered on or before December 1 of the year prior to the year for which such adjustment shall apply, except in the case of a new lease executed after December 1 in which case notice shall be given at the time of execution of the lease.
7. **Taxes:** The Lessee shall pay all taxes and assessments that may be levied against the personal property, improvements, equipment or appurtenances of the Lessee. Personal property, improvements, equipment, or appurtenances belonging to the Lessee shall be considered as all installation components from the connection point to and including within the Lessee's hangar.
8. **Utilities:** The Lessee shall be responsible for payment of all of its own utility expenses (gas, electric, telephone, heat, etc.) for the provision of services within the Lessee's hangar to the point of connection to the Lessor's system. Any utilities utilized for the maintenance and operation of the Lessor's system from the connection point will be the responsibility of the Lessor and included in the annual fees of charges for utilization.
9. **Use, Miss Use, and Neglect:** The Lessor reserves the right to pursue all courses of remedy for recovery of costs associated with the miss-use, abuse, or neglect of use in the care and handling of wastewater and well water from the Lessee's building or facility to the Lessor's Privately Owned systems. If it is determined the damages, repairs, corrections, alterations, or additional costs beyond standard operation and maintenance for the Lessor's systems are due to neglect, miss-use, or undue care of the Lessee; the Lessor reserves the right of cure or remedy from the party(ies) determined to be responsible for said

damage, miss-use, neglect, or other conditions. The Lessor reserves the right to investigate Lessee's premises, building, structures, appurtenances, connection system(s), property, and other equipment in the determination of fault should an instance of neglect, miss-use, or lack of care be reported or determined to have occurred requiring remedy.

10. **Other Fees:** Nothing herein shall limit the Lessor's right to impose, and the Lessee's obligation to pay, any and all other fees; which the Lessor may establish from time-to-time for Airport services and privileges as determined by the Airport Commission; or as determined in Item #9 above.
11. **Connection Construction:** The Lessee shall have the right to erect, construct, install, and maintain lines, structures, appurtenances, and equipment upon the premises of the property as necessary and identified within the proper permits for providing such connections to the Lessor's owned systems in accordance with all federal, state, and local regulations. All plans for such buildings, structures, appurtenances, and / or equipment shall be reviewed and approved in writing by the Lessor prior to construction through the permitting process. The lessee shall be responsible for all costs associated with the installation and connection of the necessary appurtenances for their hangar to the Lessor owned system. Lessee and its' contractors shall safeguard the Lessor's equipment, appurtenance, and structures; comply with all federal and state regulations for construction within airport properties; and be responsible for all restoration of the Lessor's property to the pre-existing conditions upon completion of the work. All restoration performed by the Lessee or its' contractors shall be in-kind as determined at the discretion of the Lessor.
12. **Connection System Maintenance:** The Lessee will maintain its portion of the system from their point of usage (hangar) to the point of entry / connection within the Lessor's POWTS or Well Water Distribution system, associated appurtenances, and the surrounding land in a safe, useful, clean, neat and orderly condition, and Lessee shall perform such repairs, maintenance and upkeep as the Lessor shall deem necessary and appropriate to maintain the safety of the Airport and to maintain the attractive, professional appearance of the Airport. In the event of fire or any other damage or casualty to structures owned by the Lessee, the Lessee shall repair, replace or remove the damaged structure, and restore the leased area to its original condition, within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.
13. **Right to Inspect:** Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, or to the operation of the airport.
14. **Hold Harmless:** The Lessor shall not be liable to the Lessee for, and Lessee shall hold the Lessor harmless from, any and all claims, damages or losses caused by the acts or omissions of the Lessee, its family, guests, invitees, employees, agents, representatives or servants, relating to or arising out of Lessee's use and enjoyment of the Airport or the rights and privileges granted by this lease. The Lessor shall not be liable for any loss or damage, not caused by negligent acts or omissions of the Lessor, which Lessee may sustain from use or connection to the systems.
15. **Title:** Title to the system erected by the Lessee shall remain with the Lessee and shall be determined to be transferable with the building thereby connected to. Upon termination of this lease, the Lessee shall remove the buildings, structures, appurtenances, equipment, and personal property, and restore the leased property to its original condition, unless otherwise agreed by in writing by Lessor. The Lessor may allow abandonment of any Lessee's system property at the discretion of the Lessor. The lessee shall have some responsibility and commitment to remove, incapacitate, abandon, disconnect, or severe its' system from the Lessor's system in the event of disconnection or a desire to terminate or cease use / utilization of either system. The Lessee shall meet the requirements of the Lessor to safeguard the

integrity of the Lessor's overall system.

- 16. Subordination:** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States, the State of Wisconsin, or future Local Regulations.
- 17. Non-Binding Mediation:** Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by non-binding mediation. Should the parties not come to a mutual agreement or settlement utilizing non-binding mediation; it is agreed herein that all litigation proceedings shall occur in Iowa County, Wisconsin.
- 18. Severability:** This lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions and provisions of the lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.
- 19. ENTIRE AGREEMENT/MODIFICATION OF LEASE.** This Lease represents the entire agreement of the parties, except that any permit or permit conditions or requirements for connection, installation, or use issued shall have the same force and effect as this agreement. No oral statement or prior written matter between Lessor and Lessee with respect to the matters covered in this Lease will have any force or effect. Lessor and Lessee hereby agree that they are not relying on any representation or agreements by the other party other than the representations or agreement contained in this Lease. Except for Lessee's right to terminate this Lease as expressly provided in this Lease, this Lease will not be modified or cancelled except by written documentation executed by Lessor and Lessee.

Dated this _____ day of _____, 20____.

Lessee

Address

City, State, Zip Code

Phone #

Email Address

IN WITNESS WHEREOF; the parties have hereunto set their hands and seals this ____ day of ____, 20____. In the County of _____; State of _____.

Witness

Witness

On behalf of LESSOR:

BY: _____

Iowa County Clerk; Kristy K Spurley

Subscribed and sworn to before me; This ____ day of ____, 20__

Notary Public:

My commission expires: _____

Blank

AGENDA ITEM COVER SHEET

Title: Hangar/Land Lease proposal from David Hamilton for Lot #34

☐ Original

☒ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

David Hamilton is requesting to build a new 80X80 Sft hangar on Lot#34 of the airport grounds. In addition, verbiage for extension of the timelines for lots #35 and #36.

RECOMMENDATIONS (IF ANY):

Recommend to consider the proposal and move forward with a land lease agreement based on the discussion.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Dave Hamilton has reviewed the agreement and provided some feedback for consideration by the Commission. The Commissioner and Corp Counsel have reviewed the agreement and made some revisions based on the discussion, which have been incorporated into the document. Some other conditions as highlighted in yellow and green are seeking input from the commission. Mr. Hamilton will be present to address the Commission.

FISCAL IMPACT:

Future revenue for land lease(s) between \$650 to \$2,000 depending on hangar size and number of lots.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10-20 Mins.

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 9/15/2022 / 10-20-2022

AGENDA ITEM # 5 / 8

COMMITTEE ACTION:

3)

Blank

AIRPORT HANGAR GROUND LEASE

This agreement, made and entered into on the date indicated below by and between Iowa County, Wisconsin, hereinafter called the Lessor, **and Eagle01, LLC a Wisconsin Limited Liability Corporation**, hereinafter called the Lessee.

WHEREAS, the Lessor owns and operates **an airport known as Iowa County Airport** at Mineral Point, hereinafter referred to as the **"Airport"**; and Lessee is desirous of leasing from the Lessor a certain parcel of land on the Airport, hereinafter more fully described, for the purpose of constructing a hangar.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the **Airport** upon the following terms and conditions.

1. Property Description:

Lot #34 in the SW ¼ of the SW ¼ Sec. 23; T5N; R2E; Lot Size of 100Ft X 100Ft; Maximum Hangar Size of 80Ft X 80Ft or as approved by the WisDOT BOA and FAA for meeting available air space requirements for runway 04/22; Town of Linden; Iowa County, Wisconsin; Leased Property being 10,000 Sq. Ft., or the building size plus a 10Ft setback buffer all around..

2. **Term:** The term of this lease shall be for a period of not to exceed Thirty (30) years commencing on _____ and terminating on December 31, _____.

3. **Rent:** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of \$ **0.084** per square foot for the land leased, for a total annual charge of **\$ 840.00**, payable in advance on January 1, and on each anniversary thereof until this lease terminates. Payments shall be due annually on January 1. The County shall notify lessees in writing during November of the preceding year. No other notice shall be due from the Airport or the County. Lack of timely or insufficient notice shall not be grounds for a payment due date extension.

Annual lease payments shall be made payable to the Iowa County Treasurer; C/O Iowa County Airport; 222 N. Iowa Street; Dodgeville, WI 53533. Any amounts past due shall be assessed a monthly rate of 1.5% interest on the amount outstanding. Finally, the rental rate specified herein shall be subject to reexamination and readjustment as provided below.

4. **Rent Adjustments:** The Lessor shall have the option to adjust rent annually subject to the following:

- a. Any rent adjustment shall be applied uniformly for all **personal** hangar leases at the Airport.
- b. No adjustment shall result in rent that is more than the full year equivalent of 110% of the rent for the prior calendar year.
- c. Notice of a rent adjustment that is effective for the next calendar year shall be delivered on or before December 1 of the year prior to the year for which such adjustment shall apply, except in the case of a new lease executed after December 1 in which case notice shall be given at the time of execution of the lease.

5. **Taxes:** The Lessee shall pay all taxes and assessments that may be levied against the personal property or buildings of the Lessee

6. Utilities: It is preferred utilities are separately metered by facility. In some instances, billings for all metered facilities on the Airport are billed to the Lessor by the utility and paid by the Lessor. The Lessor shall be responsible for payment of all of its utility expenses (gas, electric, telephone, heat, etc.) and at no time shall the Lessee use the utilities of the Lessor without the Lessor's prior written consent, nor shall the Lessee have its utility bills placed into the name of the Lessor. The Lessor shall bill the Lessee bi-monthly (6 times per year) to correlate with the receipt of notices from the utility providers for electric and gas used by the Lessee but billed to the Lessor.

7. Other Fees: Nothing herein shall limit the Lessor's right to impose, and the Lessee's obligation to pay, any and all other **reasonable** fees; which the Lessor may establish from time-to-time for Airport services and privileges. Notwithstanding the forgoing, any reasonable fees imposed by the lessor shall be supported by evidence or action of the Airport Commission and shall be consistently and equitably applied to all Lessees at the Airport.

8. Hangar Construction: The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises providing such buildings or structures are in accordance with all federal, state, and local regulations. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction, **such approval will not be unreasonably withheld, conditioned, or delayed.**

9. Hangar Use: Hangar shall be used for an aeronautical purpose such as:

- a. Storage of airworthy aircraft;
- b. Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
- c. Non-commercial construction of amateur-built or kit-built aircraft;
- d. Storage of aircraft handling equipment, (e.g. tow bar, glider tow equipment, work benches, tools and materials used to service aircraft); and
- e. Storage of materials related to an aeronautical activity (e.g. balloon and skydiving equipment, office equipment, teaching tools).

Provided the hangar is used primarily for an aeronautical purpose, Lessee may store non-aeronautical items in the hangar provided they do not:

- a. Impede the movement of the aircraft in and out of the hangar;
 - b. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
 - c. Impede access to other aeronautical contents of the hangar; and
 - d. Violate building codes or local ordinances.
- e. Cumulatively, the items may not occupy more than 40% of the hangar building square footage of surface area.

Lessee shall not conduct non-aeronautical business activities out of the hangar nor store items in support of a non-aeronautical business.

At no time shall the Lessee store any flammable material (except for fuel in the aircraft) nor shall the Lessee store explosives or other dangerous or hazardous materials, in or around the hangar, without the Lessor's prior written consent. Notwithstanding the foregoing, Lessor acknowledges Lessee may procure a mobile fuel storage container which Lessee may store on the premises. The mobile fuel container shall meet the requirements of federal and state regulations.

Lessee shall not hereafter make use of the premises in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually distinguish the airfield, or otherwise endanger the landing, taking off, or maneuvering of aircraft. Lessor reserves the right to enter upon the premises hereby and abate any such hazard at the expense of Lessee.

- 10. Nonexclusive Rights:** Lessee shall have the nonexclusive right, in common with others so authorized:
- To use the common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
 - To use the Airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge reasonable, fair, and equitable fees for the use of such areas as established by the Airport Commission, provided that such fees are consistently and equitably applied to all lessees at the Airport..
 - To use all access ways to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.
- 11. Hangar Maintenance:** The Lessee will maintain its hangar, associated appurtenances, and the surrounding land in a safe, useful, clean, painted, neat and orderly condition, and Lessee shall perform such repairs, maintenance and upkeep as the Lessor shall deem necessary and appropriate to maintain the safety of the Airport and to maintain the attractive, professional appearance of the Airport. In the event of fire or any other damage or casualty to structures owned by the Lessee, the Lessee shall repair, replace or remove the damaged structure, and restore the leased area to its original condition, within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.
- 12. Obstruction Lights:** Whenever determined necessary by the Lessor, in Lessor's reasonable discretion, the Lessee agrees to install, maintain and operate proper obstruction lights on the tops of all of Lessee's buildings or structures, at Lessee's sole cost.
- 13. Signs:** No signs or advertising matter may be erected on the leased premises without the prior written consent of the Lessor, which consent shall not be reasonably withheld, conditioned, or delayed with exception to a notification sign designating the hangar number with alphanumeric numbering schematic.
- 14. Rules and Regulations:** The Lessee agrees to observe and obey all current and future laws, ordinances, rules and regulations promulgated and enforced by the Lessor and by other proper authority having jurisdiction over the conduct of operations at the Airport, provided the same are consistent with the

procedures proscribed or approved from time-to-time by the Federal Aviation Agency for landing and taking off of Lessee's aircraft.

- 15. Security:** Lessee shall comply at all times with all federal and state security and safety regulations and mandates. A hangar shall be locked at all times when an aircraft is stored within the hangar and Lessee, or Lessee's agent, is not present at the hangar. Keys shall not be left in any unattended aircraft whether or not the aircraft is located within a hangar.
- 16. Occupants:** No person or entity may occupy the hangar of the Lessee except the Lessee, without the prior written consent of the Lessor. However, nothing herein shall prohibit the Lessee from temporarily permitting another person or entity to temporarily store aircraft in the Lessee's hangar. It is understood that any long-term storage requires the permission of the Lessor and any entity which permits temporary storage for profit must obtain an FBO permit from the Lessor.
- 17. Commercial Operations:** Nothing herein shall authorize the Lessee to conduct any business operations or to act as a Fixed Base Operator (FBO) on the premises leased herein. All such activities are prohibited without the prior written approval of the Lessor. However, nothing herein shall be construed to prohibit the Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform. Commercial operations on the **Airport** grounds are regulated through separate Commercial Operator agreements.
- 18. Airport Maintenance:** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the **Airport** and all publicly owned facilities of the **Airport**, together with the right to direct and control all activities of Lessee in this regard. The Lessor's intent is to maintain the **Airport** facilities in safe and usable condition, but is subject to viable funding alternatives; which are not in the Lessor's control.
- 19. Obstructions:** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the **Airport** against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the **Airport** which, in the opinion of the Lessor, would limit the usefulness of the **Airport** or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the **Airport**, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.
- 20. Airport Development:** The Lessor reserves the right to further develop and improve the **Airport** as Lessor sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee. If the development of the airport requires the removal and/or relocation of the Lessee's hangar building(s), the Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:
 - a. The Lessor will provide the Lessee with written notice at least 180 days prior to said removal and/or relocation, and
 - b. The Lessor shall, in the Lessor's sole discretion, either
 - i. Pay a third party to relocate the Lessee's building(s) to a new location on the airport, or
 - ii. pay the Lessee the fair market value of the building(s)
- 21. Snow Removal:** The Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways

in front of the hangars, except within 10 feet of hangar doors. The manner, speed and timeliness of snow removal shall be in the sole discretion of the Lessor, and may vary from year-to-year and from snowfall-to-snowfall. Snow removal from the taxiways in front of Lessor's hangar shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared. Lessee hereby releases and holds the Lessor harmless from any liability for any and all damages, incurred by the Lessee, caused by or arising from the manner, speed or timeliness of the Lessor's snow removal, **unless due to the negligence or misconduct of the Lessor's agents, contractors, or employees..**

22. Right to Inspect: Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, or to the operation of the Airport.

23. Hold Harmless: The Lessor shall not be liable to the Lessee for, and Lessee shall hold the Lessor harmless from, any and all claims, damages or losses caused by the acts or omissions of the Lessee, its family, guests, invitees, employees, agents, representatives or servants, relating to or arising out of Lessee's use and enjoyment of the Airport or the rights and privileges granted by this lease. The Lessor shall not be liable for any loss or **damage, unless caused** by negligent acts or omissions of the Lessor, which Lessee may sustain from:

- a. Theft or burglary in or about the premises;
- b. Delay or interruption in any utility service from any cause whatsoever;
- c. Fire, water, rain, frost, snow, gas, odors or fumes from any source whatsoever;
- d. Any injury to any person or damage to any property; or
- e. Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair.

Lessee shall not be liable to the Lessor for, and the Lessor shall hold the Lessee harmless from any and all claims, damages, or losses caused by acts or omissions of the Lessor at the landing and taxiway areas of the Airport and all publically owned facilities of the Airport.

24. Insurance: Lessee shall, during the entire term hereof and at its sole cost and expense, maintain fire and extended coverage insurance on Lessee's hangar and all furniture, fixtures, equipment and personal property owned by the Lessee located on the Airport. Lessor shall have no obligation to provide insurance for any of Lessee's personal property, or for Lessee's buildings, fixtures or equipment which may be attached to or placed upon the Lessor's real estate.

Lessee shall, during the entire term hereof and at its sole cost and expense, maintain comprehensive general liability insurance against claims for bodily injury or death occurring in or about the premises, such insurance to afford minimum protection during the term of this Contract of not less than \$1,000,000.00 with respect to bodily injury or death to any one person and not less than \$1,000,000.00 with respect to any one accident, and of not less than \$500,000.00 for property damage. Lessee shall furnish to Lessor a certificate of any such policies of insurance required under this paragraph.

- a. The insurance policies required to be carried by Lessor hereunder shall contain provisions that such policies are not subject to cancellation or change without at least 30 days written notice to the Lessee.
- b. Any insurance required to be maintained by Lessee under this section may be provided and

maintained by blanket insurance covering the premises and other locations, properties and insurable interests of the Lessee, provided that the coverage obtained by such blanket policy shall be in a manner sufficient to satisfy the obligations of Lessee under this Section

25. Abandonment:

- a. If the Lessee fails to use the hangar, for the purpose of storing aircraft owned by the Lessee, for a continuous period of 12 months, then the Lessor may, in Lessor's sole discretion, terminate this lease; provided however, upon such termination notice the Lessee shall have the right to remove all of its' building, equipment, and property within 90 (ninety) days of the date of such written termination notice.
- b. If the lot is vacant, and within 24 months of entering the lease, the Lessee fails to obtain a building permit for construction of an airplane hangar, then the Lessor may, in Lessor's sole discretion, terminate this lease.

2 Note to Lessor: While the 24-month time period makes sense for Lot #34, there needs to be more flexibility with Lots #35 and #36. Perhaps, in the lease for Lot #35, the time period by which to commence construction is 24 months after completion of improvements on Lot #34, and the time period by which to commence construction for Lot #36 is 24 months after completion of improvements on Lot #35.

- c. If the Lessee obtains a building permit for construction of an airplane hangar, and the Lessee fails to complete construction of the hangar within 24 months of obtaining said building permit, fails to comply with the terms and conditions of the building permit, or fails to obtain a certificate of occupancy within the prescribed timeframe, then the Lessor may, in Lessor's sole discretion, terminate this lease, provided however all time periods set forth herein may be extended due to force majeure.

Liens and Encumbrances: The Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest or other charge, including liens for work, labor or materials furnished, or alleged to have been furnished, on the leased premises.

26. Default and Termination:

- a. **Default Defined:** Lessee shall be deemed in default upon
 - i. Failure to pay rent or any other properly-imposed fee within 30 days after due date.
 - ii. The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.
 - iii. The commencement of any proceeding for dissolution or for the appointment of a receiver.
 - iv. The making of an assignment for the benefit of creditors.
 - v. Violation of any of the other terms or conditions of this lease after written notice to cease and/or correct such violation has been served upon the Lessee by the Lessor, and after the Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the Notice by the Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, the Lessee may apply to the Lessor for an extension of time within which to cure said violation.

- b. **Effect of Default:** Default by the Lessee shall authorize the Lessor, at its sole option, to declare this lease void, to cancel the same, and to re-enter and take possession of the premises.
 - c. **Remedies:** Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute
 - d. **Restoration of Property:** Upon termination of this lease, the Lessee shall remove all of its buildings, equipment, and property, and restore the leased premises to its original vacant condition within 90 days **after the termination date of this lease**, unless the Lessor agrees, in writing, to accept all or any part of the property which the Lessee wishes to abandon. Abandoned structures and improvements shall become the property of the Lessor.
 - e. **Non-waiver:** Any intentional or unintentional waiver by the Lessor of any violation of this Contract by the Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent or contemporaneous violation.
27. **Title:** Title to the building erected by the Lessee shall remain with the Lessee and shall be transferable. Upon termination of this lease, the Lessee shall remove the buildings, equipment, and personal property, and restore the leased property to its original condition, unless otherwise agreed by in writing by Lessor.
28. **First Right of Refusal:** During the term of the lease, Lessee hereby grants Lessor the right to have the first opportunity to purchase the hangar if and when such becomes available and the first right to meet any other offer from a third party. The terms of any such third-party offer shall be delivered in writing to Lessor, and Lessor shall have thirty (30) days from receipt in which to agree to meet the terms of said offer. If Lessor does not elect to purchase the hangar, Lessee may transfer the hangar to the third party on the same terms of the original offer. If Lessee does not transfer the hangar pursuant to said offer, the term of this paragraph shall continue to apply.
29. **Lease Transfer:** The Lessee may not assign or transfer this agreement or any interest contained herein, without the consent of the Lessor, which consent shall not be unreasonably withheld.
30. **Subordination:** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the **Airport**, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the **Airport**. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
31. **Nondiscrimination:** The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.
 - b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

- c. The Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other 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.

32. National Emergency: During time of War or other State or National emergency, the Lessor shall have the right to suspend this Contract, and to turn over operation and control of the Airport to the State of Wisconsin and/or the United States Government During any period when the Airport shall be closed by any lawful authority, thereby restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.

33. Non-Binding Mediation: Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by non-binding mediation. Should the parties not come to a mutual agreement or settlement utilizing non-binding mediation; it is agreed herein that all litigation proceedings shall occur in Iowa County, Wisconsin.

34. Severability: This lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions and provisions of the lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

35. ENTIRE AGREEMENT/MODIFICATION OF LEASE. This Lease represents the entire agreement of the parties. No oral statement or prior written matter between Lessor and Lessee with respect to the matters covered in this Lease will have any force or effect. Lessor and Lessee hereby agree that they are not relying on any representation or agreements by the other party other than the representations or agreement contained in this Lease. Except for Lessee's right to terminate this Lease as expressly provided in this Lease, this Lease will not be modified or cancelled except by written documentation executed by Lessor and Lessee.

Dated this _____ day of _____, 20____.

Signature of _____ Lessee

Eagle01, LLC, a Wisconsin Limited Liability Company

Address

Phone #

City, State, Zip Code

Email Address

IN WITNESS WHEREOF; the parties have hereunto set their hands and seals this ____ day of ____, 20____. In the County of _____; State of _____.

Witness

Witness

On behalf of LESSOR:

BY: _____

Iowa County Clerk; Kristy K Spurley

Subscribed and sworn to before me; This ____ day of ____, 20____

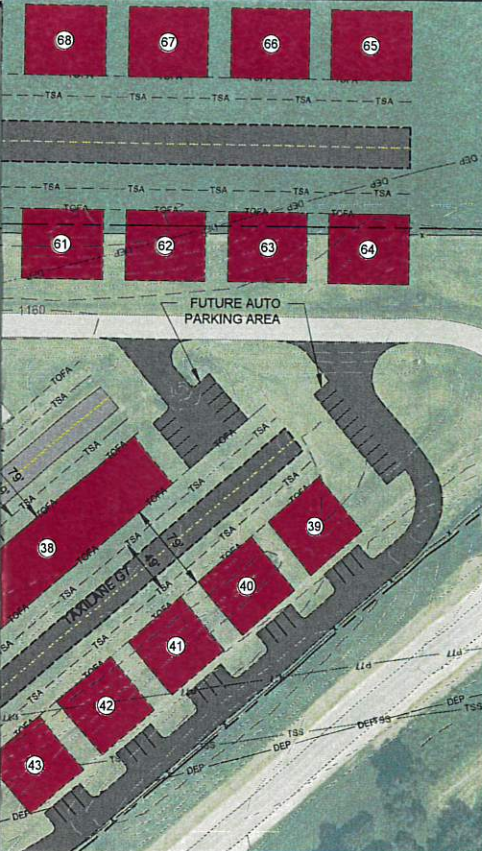
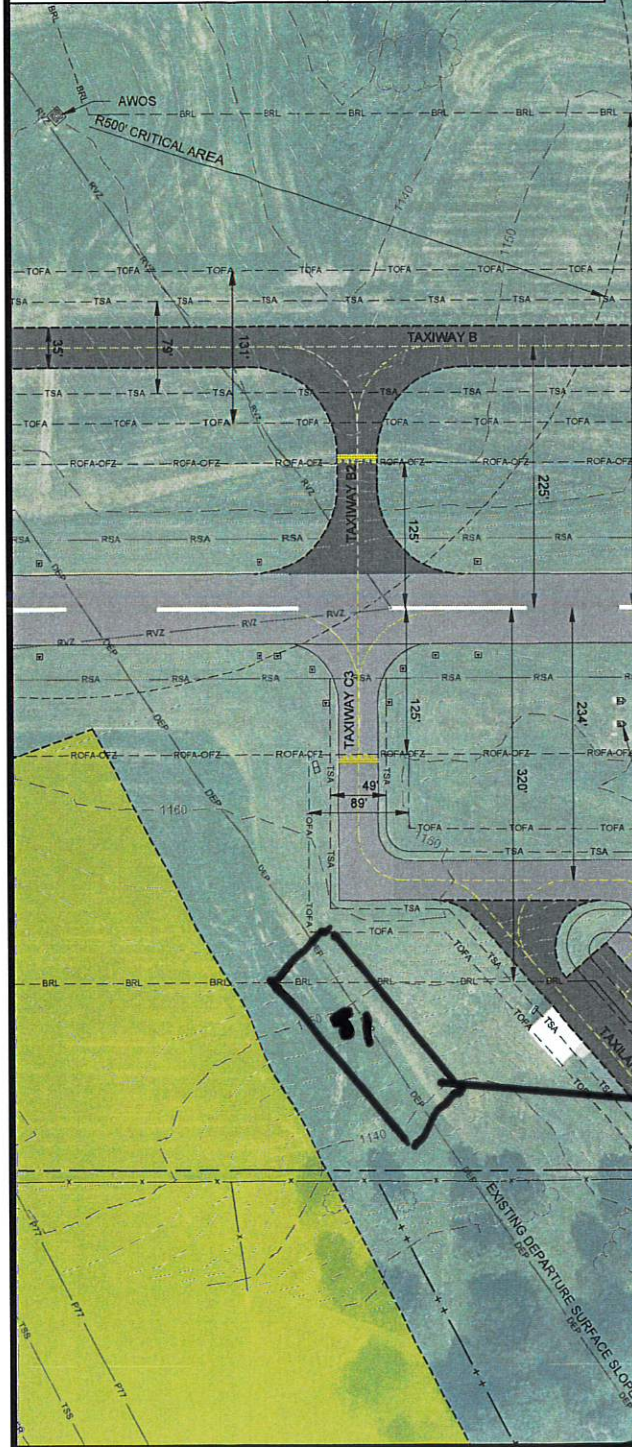
Notary Public:

My commission expires: _____



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LEGEND:	EXISTING	FUTURE
AIRPORT PROPERTY LINE	---	---
AIRPORT BUILDINGS	---	---
AIRFIELD PAVEMENT	---	---
PAVED ROADS	---	---
RUNWAY PROTECTION ZONE	---	---
PART 77 APPROACH SURFACE	P77	NA
DEPARTURE SURFACE 40:1	DEP	NA
THRESHOLD SITING SURFACE (TSS)	TSS	NA
VERTICAL GUIDANCE SURFACE (VGS) 30:1	VGS	NA
25' BUILDING RESTRICTION LINE (BRL)	BRL	---
RUNWAY VISIBILITY ZONE (RVZ)	RVZ	NA
RUNWAY SAFETY AREA (RSA)	RSA	---
RUNWAY OBJECT FREE AREA (ROFA)	ROFA	---
TAXIWAY SAFETY AREA (TSA)	TSA	---
TAXIWAY OBJECT FREE AREA (TOFA)	TOFA	---
AIRPORT SECURITY FENCE (10 FEET)	X	---
OBJECT FREE ZONE (OFZ)	OFZ	NA
PRECISION APPROACH PATH INDICATOR (PAPI)	---	NA
FUEL STORAGE AREA	---	---
AIRPORT BEACON	---	NA
SUPPLEMENTAL WIND CONE	---	---



BUILDING LEGEND

	TOP EL. (MSL)	NO.	DESCRIPTION	TOP EL. (MSL)
	1183.9'	40	FUTURE HANGAR	TBD
	1185.3'	41	FUTURE HANGAR	TBD
	1184.2'	42	FUTURE HANGAR	TBD
	1182.8'	43	FUTURE HANGAR	TBD
	1178.8'	44	FUTURE HANGAR	TBD
	1182.5'	45	FUTURE HANGAR	TBD
	1181.9'	46	FUTURE HANGAR	TBD
	1181.3'	47	FUTURE HANGAR	TBD
	1182.3'	48	FUTURE HANGAR	TBD
	1174.9'	49	FUTURE HANGAR	TBD
	1190.9'	50	FUTURE HANGAR	TBD
		51	FUTURE HANGAR	TBD
	1175.8'	52	FUTURE HANGAR	TBD
	1170.2'	53	FUTURE HANGAR	TBD
	1170.1'	54	FUTURE HANGAR	TBD
	1175.5'	55	FUTURE HANGAR	TBD
	1176.0'	56	FUTURE HANGAR	TBD
	1175.2'	57	FUTURE HANGAR	TBD
	1176.3'	58	FUTURE HANGAR	TBD
	1181.8'	59	FUTURE HANGAR	TBD
	1187.9'	60	FUTURE HANGAR	TBD
		61	FUTURE HANGAR	TBD
		62	FUTURE HANGAR	TBD
		63	FUTURE HANGAR	TBD
	1181.3'	64	FUTURE HANGAR	TBD
	1188.1'	65	FUTURE HANGAR	TBD
	1188.4'	66	FUTURE HANGAR	TBD
	1187.0'	67	FUTURE HANGAR	TBD
	1188.5'	68	FUTURE HANGAR	TBD
	1195.3'	69	FUTURE HANGAR	TBD
	1188.0'	70	FUTURE HANGAR	TBD
	TBD	71	FUTURE HANGAR	TBD
	TBD	72	FUTURE HANGAR	TBD
	TBD	73	FUTURE HANGAR	TBD
	TBD	74	FUTURE HANGAR	TBD
	TBD	75	FUTURE HANGAR	TBD
	TBD	76	FUTURE HANGAR	TBD
	TBD	77	FUTURE HANGAR	TBD

REVISIONS

NO.	DESCRIPTION	DATE

Mead & Hunt

Mead and Hunt, Inc.
2440 Deming Way
Middleton, WI 53562
phone: 608-273-6380
meadhunt.com

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and hold harmless and defend from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or use of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

IOWA COUNTY AIRPORT AIRPORT LAYOUT PLAN

3151 STATE ROAD 39

MINERAL POINT, WISCONSIN 53565

ISSUED
09/29/20 DRAFT
SUBMITTAL

NOT FOR CONSTRUCTION

APP NO. 3-55-0048-XX
MSH NO. 2309948-190143.01
DATE SEPTEMBER 24, 2021
DESIGNED BY GAS
DRAWN BY NAK
CHECKED BY GAS
DO NOT SCALE DRAWINGS

SHEET CONTENTS
FUTURE TERMINAL
AREA DRAWING

SHEET NO. 16 of 18

16



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AGENDA ITEM COVER SHEET

Title: Airport Operational Agreement

☐ Original

☒ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

The Highway Commissioner distributed copies of the current operational agreement for the Agricultural Land Lease.

RECOMMENDATIONS (IF ANY):

The current Agricultural Land Lease agreement will expire on December 1 2023. The Commission is reviewing for content and revisions. The Lease Agreement will go out for contract proposals 2024-2028 in late 2023. The agreement is a county wide format for parcels at the County Airport, Farm and Quarry. Any revisions would go to the General Government Committee for consideration.

ANY ATTACHMENTS? (Only 1 copy is needed)

☐ Yes

☒ No

If yes, please list below:

Copies of the Agricultural Land Lase agreement distributed at the September meeting. Bring copies with you.

FISCAL IMPACT:

Budgetary for 2023, based on current authorized lease agreements and bids.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10 Mins.

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 9/15/2022 / 10/20/2022

AGENDA ITEM # 13 / 9

COMMITTEE ACTION:

45

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AGENDA ITEM COVER SHEET

Title: Airport Operational Agreement

☐ Original

☒ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

The Highway Commissioner will distributed copies of the current operational agreements for the Airport Manager's Lease at the September meeting for review.

RECOMMENDATIONS (IF ANY):

The current Airport Manager's agreement will expire on November 30, 2022. The position is currently open for a request for proposals for consideration. The Commission is to review the current agreement for any revisions or recommendations. Commission has authority to make any revisions.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Copies of the Airport Manager's agreement distributed in September meeting, bring your copies with you.

FISCAL IMPACT:

Budgetary for 2023, based on lease agreements and bids.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10 Mins.

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 9/15/2022 / 10-20-2022

AGENDA ITEM # 13 / 10

COMMITTEE ACTION:

410

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IOWA COUNTY AIRPORT - Comparison by Month of Number of Gallons of Fuel Sold													Totals for the Year
2020 - # of Gallons Sold 100LL	January	February	March	April	May	June	July	August	September	October	November	December	
Sale Price per Gallon	\$ 4.659	\$ 4.659	\$ 4.659	\$ 4.659	\$ 4.659	\$ 4.659	\$4.659/\$3.70	\$ 3.70	\$ 3.70	\$ 3.70	\$ 3.70	\$ 3.70	
Total 100LL	277.55	316.99	442.51	550.37	180.28	618.57	1,378.96	1,889.80	467.66	927.05	625.73	422.30	8,097.77
JET-A Fuel													
Sale Price per Gallon	\$ 3.959	\$ 3.959	\$ 3.959	\$ 3.959	\$ 3.959	\$ 3.959	\$3.959/\$3.30	\$ 3.30	\$ 3.30	\$ 3.30	\$ 2.990	\$ 2.990	
Total JET-A Fuel	755.61	262.05	957.41	670.19	2,029.27	2,583.47	3,780.90	2,773.78	802.10	2,385.57	765.23	700.32	18,465.90
2020 - Total Gallons - All Types	1,033.16	579.04	1,399.92	1,220.56	2,209.55	3,202.04	5,159.86	4,663.58	1,269.76	3,312.62	1,390.96	1,122.62	26,563.67
Difference between 2019 & 2020	712.23	3.89	704.25	421.71	(287.01)	1,381.58	734.78	(3,408.57)	1,012.37	1,764.60	595.43	660.56	4,295.82
% of Increase or (Decrease)	222%	1%	101%	53%	-11%	76%	17%	-42%	393%	114%	75%	143%	19%
2021 - # of Gallons Sold 100LL													
Sale Price per Gallon	\$ 3.700	\$ 3.700	\$ 3.700	\$ 3.700	\$ 4.000	\$ 4.000	\$ 4.000	\$ 4.600	\$ 4.600	\$ 4.600	\$ 4.600	\$ 4.600	
Total 100LL	285.32	374.43	773.63	1,076.24	564.42	829.96	4,942.43	2,780.68	438.98	439.60	469.24	400.31	13,375.24
JET-A Fuel													
Sale Price per Gallon	\$ 2.990	\$ 2.990	\$ 2.990	\$ 2.990	\$ 3.700	\$ 3.700	\$ 3.700	\$ 3.950	\$ 3.950	\$ 3.950	\$ 3.950	\$ 3.950	
Total JET-A Fuel	491.00	560.96	806.18	1,885.21	2,150.06	3,114.61	3,916.54	4,797.44	2,346.92	1,738.49	2,372.75	1,284.76	25,464.92
2021 - Total Gallons - All Types	776.32	935.39	1,579.81	2,961.45	2,714.48	3,944.57	8,858.97	7,578.12	2,785.90	2,178.09	2,841.99	1,685.07	38,840.16
Difference between 2020 & 2021	(256.84)	356.35	179.89	1,740.89	504.93	742.53	3,699.11	2,914.54	1,516.14	(1,134.53)	1,451.03	562.45	12,276.49
% of Increase or (Decrease)	-25%	62%	13%	143%	23%	23%	72%	62%	119%	-34%	104%	50%	46%
2022 - # of Gallons Sold 100LL													
Sale Price per Gallon	\$ 4.600	\$ 4.600	\$ 4.600	\$ 4.600	\$ 4.600	\$ 6.500	\$ 6.500	\$ 6.500	\$ 6.500	\$ 4.600	\$ 4.600	\$ 4.600	
Total 100LL	214.11	445.33	898.46	917.20	1,409.75	1,463.14	3,925.68	978.49	612.38				10,864.54
JET-A Fuel													
Sale Price per Gallon	\$ 3.950	\$ 3.950	\$ 3.950	\$ 5.000	\$ 5.000	\$ 5.000	\$ 5.400	\$ 5.400	\$ 5.400	\$ 3.950	\$ 3.950	\$ 3.950	
Total JET-A Fuel	836.70	204.75	1,058.85	409.86	1,705.47	1,940.81	5,801.85	8,078.38	2,155.31				22,191.98
2022 - Total Gallons - All Types	1,050.81	650.08	1,957.31	1,327.06	3,115.22	3,403.95	9,727.53	9,056.87	2,767.69	-	-	-	33,056.52
Difference between 2021 & 2022	274.49	(285.31)	377.50	(1,634.39)	400.74	(540.62)	868.56	1,478.75	(18.21)	(2,178.09)	(2,841.99)	(1,685.07)	(5,783.64)
% of Increase or (Decrease)	35%	-31%	24%	-55%	15%	-14%	10%	20%	-1%	-100%	-100%	-100%	-15%

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