

NOTICE OF AN ELECTRONIC MEETING

The following meeting will have a videoconferencing/teleconferencing option. The public may attend in person at the location noted on the agenda. The public is encouraged to attend via electronic means.

	Iowa County Airport Commission Meeting Thursday May 18, 2023 – 6:00 pm Conference call: 1-312-626-6799 Zoom Meeting ID: 867 3556 5926 Passcode: 498688 Health & Human Services Building – Community Room 303 W. Chapel Street Dodgeville, Wisconsin 53533	Iowa County Wisconsin
For information regarding access for the disabled please call 935-0399. <i>Any subject on this agenda may become an action item.</i>		
1	Call to order.	
2	Roll Call. (Committee & Audience).	
3	Consent Agenda: One motion to adopt all of the consent agenda items: A. Approve the meeting agenda for May 18, 2023. B. Approve the minutes of March 15, 2023 meeting. C. Next Meeting July 26, 2023 or August 10, 2023 at 6:00 P.M.	
4	Report from committee members and an opportunity for members of the audience to address the committee. No action will be taken.	
5	Discuss a Hangar Lease Agreement for Archer Aviation / Iowa County Flying Club.	
6	Water, Sanitary Sewer, and Septic Bed Installation Project Update. Consider a Draft Onsite Sewer Treatment System and Drinking Water Distribution System Agreement and Establish Fee Structure.	
7	Discuss results of Street Lighting Project costs, and revision of the hangar lease agreement for provision of lighting over the building entrance and the end of building hangar?	
10	Highway Commissioner's Report. A. Taxiway F3 update. B. April Revenue & Expense Report. C. Genset Maintenance. D. Broadband Fiber Project – Bug Tussel.	
11	Airport Manager's Report – Meyers' Fliers LLC - Reese Meyers. A. Fuel Sales Report. B. Runway Project Completion update – Landscaping and Cave Road Repairs. C. Site Restoration update. D. STH 39 Construction Access updates. E. 2023 Airport Event Planning – EAA week.	

12	Airport Commission Chair Report. Commission member vacancy interest – submit an application form: https://www.iowacounty.org/departments/Committees/iowa-county-volunteer-prospect
13	Adjournment and Next Meeting date.
Posting verified by the County Clerk's Office: Date: Initials:	



UNAPPROVED MINUTES
IOWA COUNTY AIRPORT COMMISSION MEETING HELD
Wednesday March 15, 2022 – 5:00 P.M.
Community Room – Health & Human Services Building
303 W Chapel Street
DODGEVILLE, WISCONSIN 53565

**Iowa
County
Wisconsin**

1	Meeting called to order by Chair Masters at 5:00 PM.
2	Roll Call -Masters, Gander, Nelson (5:50PM), Kruel, Christen, excused – Meives, and on Zoom – Galle (Signed off at 6:33PM). Also; Present Highway Commissioner Hardy, Airport Manager Meyers, BOA Daniel Minarcik, Josh Holbrook with SEHInc., Alan Jewell, and Jack Delaney. On Zoom – Bob Cretny, Dean Siegenthaler, and Kathy Ladd.
3	Motion to approve the consent agenda for this meeting by Kreul, seconded by Gander with a correction to item #13 for the time entering the closed session portion of the October 20, 2022 meeting from 7:42PM to 7:24PM. Motion approved unanimously.
4	Report from members of the commission or the audience. Cretny commented that fuel tank installations and moves are expensive. In lieu of moving the existing fuel tanks to the north fuel farm location, the airport might want to consider obtaining a fuel truck. Delaney commented on agenda item 7 related to a request to build a hangar on Lot B. Commission agreed to allow comments during the item discussion. Christen commented on the agenda format and public comment section – wanted the agenda format changed to allow comments during any agenda item discussion. Hardy commented the format was a County meetings format approved by the County Board for all meetings. The Board rules also followed Roberts Rules of Order, so the Commission and the Chair had the discretion to allow public comment during agenda item discussion at anytime.
5	Introductions of Points of contact. Hardy distributed a contact list of the Airport commission members to the commission members. Reese Meyers introduced himself as the new Airport Manager having taken over in December of 2022. Daniel Minarcik with the state Bureau of Aeronautics introduced himself as having taken oversight management of the Iowa County airport last December as well. Ingmar Nelson (arriving at 5:58PM) introduced himself as a new (Board Supervisor) commission member.
6	Election of Airport Commission officers: A. Nomination of a Vice Chair: Chair Masters called for nominations. Motion by Kreul and seconded by Gander to elect Galle. After three calls with no other nominations; Motion by Christen, seconded by Kreul to close the nominations electing Galle unanimously as the Vice Chair. B. Nomination of a Secretary: With the election of Galle as Vice Chair, Chair Masters called for nominations. Motion by Kreul to elect Gander as Secretary, seconded by Christen. After three calls with no other nominations; Chair Masters closed the nominations electing Gander by unanimous consent as the Secretary.
7	Consider a Proposal for a hangar on Lot B by Dean Siegenthaler. Siegenthaler commented he would like to build a hangar on Lot B and wondered what size could be built there. Hardy commented the Airport Engineer had once reviewed the lot size and determined a maximum sized hangar of 68Ft +/- X 80Ft could be built there. The side setback of 10ft / side / hangar needed to be met; and that resulted in a

	dimension just under 70 feet for width. Siegenthaler commented he would like to build a hangar for multiple planes, then rent out space for storage to others. Delaney made a comment others have been denied the hangar space because they were told they needed to build a commercial hangar. Some discussion of commercial versus private hangars. Hardy commented the airport does not define a commercial hangar versus private hangar in agreements. The basis is determined by hangars where an aeronautical related business is operated out of. There are several businesses (LLC's, LLP's, and others), which rent hangars on the grounds but the hangar is not rented as business or commercial hangar; it is rented out as a private hangar. The operation within the hangar makes it commercial or private, as SASO agreements are required for any aeronautical business on the grounds per the County Ordinance. And; the presence of a SASO agreement then mandates certain commercial requirements / improvements of the hangar being utilized. Discussion of septic and water availability for the site and building size. Siegenthaler commented he was not ready yet, but was looking for information related to the lot; knowing this is one of the remaining lots available at this time. Some general discussion of defining commercial versus other hangar types. No action by the Commission.
8	Review of 2023-2028 Airport Capital Improvement Plan. Hardy reviewed the proposed capital plan which was revised to focus on building taxiways to allow lot and hangar developments. The airport has been at 100% occupancy for greater than seven (7) years, and he was focusing on being able to build another nested tee or lots for more box hangars; as the airport only had one available / buildable site at the present time. Meyers commented he had five (5) interested parties on a wait list looking for hangar space. Some discussion of funding the local cost share of the plan and use of state versus federal funds and entitlements.
9	Water, sanitary sewer, and Septic Bed Installation Project. Hardy summarized the progress on the water and sewer installation project for the north row of hangars. The septic bed permit was at the state for final review. Hardy provided a cost estimate, and stated upon approval of the state permit he could finalize the costs for the commission to consider setting rates. The Commission reviewed a draft hookup and use agreement for the water and sewer connections, and discussed metering, use, and rates. The Commission unanimously decided to postpone action on the item until the next meeting to give more time for review.
10	Highway Commissioner's Report A. Land Property Acquisition update. Hardy advised the Commission he had met and discussed an acquisition with the owner, but the parties were too far off on price so the negotiations ceased at this time, as we were not pursuing Eminent Domain at this time. B. Taxiway F1 Expansion project. Hardy stated the plans were moving forward for the taxiway F1 project of which a draft profile was in the packets. The project is anticipated to be out for a May / June bid letting for construction yet in 2023. C. 2022 Airport revenue versus Expense statement. Hardy commented the airport continues to increase its' fuel sales; with about 50% coming during the three weeks of the EAA Airventure event in Oshkosh. The airport's annual tax levy revenues are gradually being decreased by the Count Board with an airport goal of being self-supporting. D. Hamilton Hangar project update. Hardy stated the hangar owner was waiting on the FAA Air space review to be completed, then would be prepared to submit the plans for a County building

	permit and begin construction.
11	Airport Manager's Report – (Meyers Fliers LLC – Reese Meyers). A. Fuel sales – Review of 2022 annual fuel sales, and 2023 sales are on track with recent years. B. Project update – Runway 11/29 Lighting and Electrical. Reese commented the lighting project was complete, he was coordinating flight review by FAA for the nav lighting. Discussion with Minarcik on holding the contract open for spring review of Cave Road and making any road repairs as necessary. C. County's M hangar insulation has been completed. D. Runway 22's air navigational obstructions (4 trees) have been corrected and removed with notice given to the FAA. E. The main gate sign replacement has been completed with the County Logo incorporated within it. F. The tractor has undergone some minor fuel system repairs. G. Some minor spring lawn and surface repairs due to winter plowing operations will be performed as weather allows. H. Discussion of UTV Replacement. The Polaris UTV's rear differential drive went out in November/December of last year at an expense of \$3500. The manager reviewed Polaris and Kawasaki models pricing with two vendor proposals for the units. Discussion of availability. Motion by Nelson, seconded by Christen to move forward with acquisition of a new Kawasaki Mule UTV from Midwest Motor Sports using funds from the Airport capital Fund Balance. I. Area Lighting Installation Project. Hardy commented that six (6) parking lot lights were salvaged from the old Sheriff's department site in Dodgeville with an intent to install some of them at the airport to enhance lighting. Reese reviewed and discussed an aerial from the packet regarding best placement of the fixtures. Hardy stated the airport engineer provided a cost estimate for installation of \$20 to \$25,000, depending on location and conduit run from the power source. Hardy stated he would work with the Manager to finalize locations, then put a proposal out for bids, which the commission could review at a future meeting. J. Hardy stated he had been discussing a project by Bug Tussel regarding a fiber optic line for the airport. Bug Tussel is proposing to run a new underground fiber line past the airport in 2023, which should give the airport some options for providing improved service to the tenants.
12	Airport Commission Chair report Masters commented: the Town of Linden voted to send a letter to the County opposing placement of wind mills on County property; which most likely would not affect the airport but could affect Bloomfield Farm lands. He commented on the financial position of the airport due to increased fuel sales, and the volatility of fuel sales necessitating a need to continue to push sales. Mentioned the

	County Board trend to reduce airport tax levy to become self-sustaining on the grounds, and the current position with the airport fund compared to the 2023-2028 local share needed for the capital improvement program. Masters commented Commission member Mark Meives' term expires in May of 2023; and he thanked Mr. Meives for his contributions to the commission. And, the commission is looking for new member. The member can be from the general public; but he would prefer to see a tenant from the grounds or someone with an aeronautical background. Christen complimented the new Airport Manager Meyers for his good disposition and assistance with grounds issues. Cretney also complimented the Airport Manager for his disposition and assistance with accessing and disseminating meeting information, receiving emails and NOTAMS of runway conditions.
13	Adjournment. The next meeting will be held on Thursday May 11, 2023 at 6:00PM. Motion to adjourn by Kreul, seconded by Nelson; motion approved unanimously. Meeting concluded at 7:02 P.M.
Minutes prepared by Craig Hardy; Highway Commissioner.	

AGENDA ITEM COVER SHEET

Title: Lease Agreement to Iowa County Flyin Club Inc.

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

See staff note in the packet along with copies of the leases.

RECOMMENDATIONS (IF ANY):

A new lease needs to be issued, authorized, and recorded. Whether of the current format or original language.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Staff note summarizing the issues, marked up copy of the original lease, and copy of the current lease format.

FISCAL IMPACT:

None, budgetary recording fees.

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: 05-18-2023

AGENDA ITEM # 5

COMMITTEE ACTION:

⑦

Blank



Iowa County Airport - MRJ

3151 State Road 39
Mineral Point; WI 53565
Phone: 608.935.3381
Fax 608.935.0372

Email: highway@iowacounty.org
Or: Mrjairport@iowacounty.org

CRAIG HARDY
HIGHWAY COMMISSIONER
WWW.IOWACOUNTY.ORG

On 11/22/2019; Iowa County Flyin Club changed its' name to Archer Aviation Inc. In March of 2020, Archer Aviation Inc. club members requested to Re-assign the Lot #14 Hangar-Ground lease titled to Iowa County Flying Club, Inc to Archer Aviation. In May of 2020, a copy of the original commission signed lease was re-signed by the club representative and the Airport Manager. Apparently, the original Lot #14 Hangar Ground Lease was granted to Iowa County Flyin Club circa 12-05-2006. Although the original lease was signed by the Airport Commission members at the time; the lease was not signed by the tenants, was not notarized by either party, and was not recorded at the Registrar of Deeds office. The copy of the document I have on file states January 1, 2012 under Terms of the Lease on Page 2; however the unsigned notary signature page states 2006. In addition, the original of the lease no longer exists, all staff can locate is this modified copy.

Because the on file (although unrecorded but signed by the Airport commission) document was authorized to Iowa County Flyin Club and not Archer Aviation a consignment of lease needed to be filed to be a legal document. So a consignment of Lease Form was drafted and issued by the tenant in May of 2022. The lease consignment was then presented for recording at the Registrar of Deeds office in the fall of 2022. In January of 2023, the ROD returned the consignment as the original recorded lease could not be presented or discovered in any records or files. Without an original lease on file (recorded), the consignment of lease can only be keyed as a consent to lease not as an assignment. Since this request, the members now refer to the club as the Iowa County Flyin Club Inc. again. However, since no lease agreement is on file (recorded with ROD) for either entity a new format (current version) lease was distributed to the tenant for signatures, completing, and filing /recording at the ROD office.

The tenants (Archer Aviation on 11/2019 and now Iowa County Flying Club, Inc. – different entities but remains as the same main partners involved) reviewed the new lease format and expressed some concerns based on differences between the old original lease and the new current version format. Since the Airport Commission has a specific lease format which staff distributes so all leases are of a similar format. The tenants requested to discuss those differences with the Airport Commission in the hopes of re-issuing the then 2006/2012 version agreement for signatures and recording versus the current 08-2022 version. The following summarizes the differences between the agreements:

A tenant marked up copy of the original lease is attached hereto for review. The Major Differences between the Original (2006/2012 format) Lease and the New Format (08-31-2022) current version are as follows:

1. Terms

Original: Rental terms were 40 Yrs with option for 2 extensions versus 30-year lease.

Term. The term of this lease shall be for a period of forty (40) years commencing on January 1st 2012. The Lessee shall have the option to renew this lease for two (2) additional terms of ten (10) years each at the end of the original lease term or the first extension thereof. Upon expiration of the lease term a new lease may be renegotiated.

Current:

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, _____.

2. Rental Adjustments:

Original: Adjustments only on a 5-year basis and reasonable. Lot size is based on splitting distance between or 3Ft out in all other locations. Snow removal = 3Ft.

Rent. The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of _____.084____cents per square foot for the land leased, for a total annual charge of _____\$272.16____ payable on December 31st. 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.

Lot size for existing hangars which employ this lease shall be determined by measuring the side distance from the adjacent building and dividing the total in half to determine the lot line. Location of front, rear or side where no building exists shall be three feet out from the existing structure.

Current:

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 non-commercial 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.

Lot size is quantified in the parcel description by SFt. It is based off of the exterior building dimensions plus setbacks on all sides determined as 10Ft/side; 10Ft Rear; and 10Ft Front (snow removal basis).

3. Non-Exclusive Rights and Fees:

Original: Added a clause on charging other fees and option to charge fees for use of common areas.

Non-Exclusive Use. The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft; the right of ingress to and egress from the premises, which shall also extend to Lessee's agents, employees, contractors, guests and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

Current:

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.

Nonexclusive Rights: Lessee shall have the nonexclusive right, in common with others so authorized:

- a. 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.
- b. ~~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 fees for the use of such areas.
- c. 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.

4. Hangar Use:

Original: Generic verbiage regarding airport operational requirements versus specific hangar use requirements / limitations.

Laws and Regulations. The Lessee agrees to observe and obey during the term of this lease all laws, ordinances, Rules and Regulations Ordinance No.800.03 and Minimum Standards Ordinance No.800.04 promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the airport.

Current:

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

- d. Storage of airworthy aircraft;
- e. Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
- f. Non-commercial construction of amateur-built or kit-built aircraft;

g.Storage of aircraft handling equipment, (e.g. tow bar, glider tow equipment, work benches, tools and materials used to service aircraft); and

h.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.

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.

5. Security:

Original: No Reference to.

Current:

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.

6. Insurance

Original: Change in amounts form 100K/100K/100K to 1M/1M/500K; Injury/Accident/Loss

Insurance. The Lessee agrees that they will deposit with the Lessor a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$100,000.00 for the injury or death of one person in any one accident; and in the amount of \$100,000.00 for the injury or death of more than one person in any one accident; and in the amount of \$100,000.00 for damage to property of others for any one accident. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

Current:

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

7. National Emergency

Original: No Reference to content.

Current:

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.

The current lease version has 36 bullet points; the previous lease had 20, so there are some other additional requirements not identified here as the tenants emphasized their main concerns.

Blank

CONSENT TO AND ASSIGNMENT OF AIR
LEASE

WHEREAS, Iowa County, through the Iowa County Airport Commission (the "Lessor") is the owner of certain real estate in Iowa County, WI which it operates as an airport. Lessor leases the below described property to Archer Aviation (the "Lessee") for maintenance of an aircraft hanger pursuant to a lease, of which a copy is attached hereto (the "Lease").

WHEREAS, the Lessee desires to assign its right, title and interest in the Lease to the Iowa County Flying Club (the "Successor Lessee"). Lessor consents to the assignment under the terms set forth below.

PROPERTY: Lot 14, SW ¼ of Sec. 23, T5N R2E; Lot Size of 60Ft X 54Ft; Hangar Size of 44Ft X 48Ft; Linden, Iowa County.

NOW, THEREFORE, Lessee hereby assigns all of its right, title and interest in the Lease to the Successor Lessor effective as of the last date of signature below. Lessee shall remain personally liable to Lessor for any and all defaults, failure to perform, or failure to pay any amounts due Lessor under the Lease by Successor Lessee. Lessor consents to said assignment.

AND NOW THEREFORE; Lessee and sub-lessee hereby agree to the following new insurance requirements:

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

Hanger Addendum

Copy 1

RETURN TO:

Iowa County Highway Department
c/o Highway Commissioner
1215 N. Bequette Street
Dodgeville, Wis. 53533

DRAFTED BY:

William S. Cole, Corporation Counsel
Axley Brynson, LLP
2 E. Mifflin Street, Suite 200
Madison, WI 53703

PARCEL IDENTIFICATION NUMBERS:

Lot 14 of the Iowa County Airport at Mineral Point

IN WITNESS WHEREOF, the parties have hereto set their hands and seals effective as of the last date of signature below.

LESSOR: Iowa County

By: Kristy K. Spurley
Kristy K. Spurley Greg Klusendorf, Iowa County Clerk

Subscribed and sworn to before me this 17 day of May, ~~2020~~ 2022

Megan Currie
Print Name Megan Currie
Notary Public, State of Wisconsin
My commission expires 10/30/2025

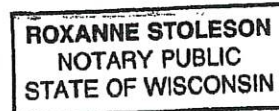


LESSEE: Archer Aviation

Hard T. James, Jr.
, individually

Subscribed and sworn to before me this 22 day of May, 2020.

Roxanne Stoleson
Print Name Roxanne Stoleson
Notary Public, State of Wisconsin
My commission expires 9-27-2021

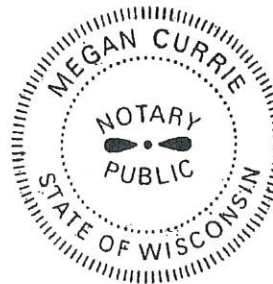


SUCCESSOR LESSEE: Iowa County Flying Club

By: Hard T. James, Jr.
Print Name: HARDIN T. JAMES, JR.
Title: PRESIDENT

Subscribed and sworn to before me this 17 day of May, ~~2020~~ 2022

Megan Currie
Print Name Megan Currie
Notary Public, State of Wisconsin
My commission expires 10/30/2025



Mark Up Copy
For Review

Proposed 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 Archer Aviation, hereinafter called the Lessee.

Iowa County Flying Club, Inc.
WHEREAS, the Lessor owns and operates an airport known as (Call sign MRJ) Iowa County Airport at Mineral Point 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 #14 in the SW 1/4 of the SW 1/4 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.

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,

40 Yr.
+ 2-10 Yr.
Extension
Options

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 \$ 0.088 per square foot for the land leased, for a total annual charge of \$ 285.12, 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.

only every
5 years.
Previously

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 non-commercial 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: The Lessor shall be responsible for payment of all of its own 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 to correlate with the receipt of notices from the utility providers for electric and gas by 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 fees; which the Lessor may establish from time-to-time for Airport services and privileges.

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.

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.

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:

- a. 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.
- b. To use the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge fees for the use of such areas.
- c. 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, 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, 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.
- 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. *4 ft. previously*
- 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, not 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.

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.

*Previously
\$100,000
for each
OK*

- 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.
- 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.
- c. If the Lessee obtains a building permit for construction of an airplane hangar, and the Lessee fails to complete construction of the hangar, 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.

26. 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.

27. 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, 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. **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.

On behalf of LESSEE:

Dated this _____ day of _____, 20____

Lessee Signature _____

Business / Title _____

ACKNOWLEDGMENT

STATE OF _____
_____ COUNTY

Personally came before me on _____

The above named _____

To me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____

My commission (is permanent) (expires: _____)

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: _____

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 _____, hereinafter called the Lessee.

WHEREAS, the Lessor owns and operates an airport known as (Call sign MRJ) Iowa County Airport at Mineral Point 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:

ADD LOT DESCRIPTION HERE \$0.088 OR \$0.109/SFt

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 \$____ per square foot for the land leased, for a total annual charge of \$____, 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 non-commercial 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: The Lessor shall be responsible for payment of all of its own 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 to correlate with the receipt of notices from the utility providers for electric and gas by 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 fees; which the Lessor may establish from time-to-time for Airport services and privileges.
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.
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.

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.

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- 13. Signs:** No signs or advertising matter may be erected on the leased premises without the prior written consent of the Lessor, 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.
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- 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, not caused by negligent acts or omissions of the Lessor,

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- 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.

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.
- 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.
- c. If the Lessee obtains a building permit for construction of an airplane hangar, and the Lessee fails to complete construction of the hangar, 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.

26. 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.

27. 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, 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.

28. 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.

29. 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.

- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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.

36. **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.

On behalf of LESSEE:

Dated this _____ day of _____, 20____.

Lessee

ACKNOWLEDGMENT

STATE OF _____
_____ COUNTY

Personally came before me on _____,

The above named _____

To me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* _____

Notary Public, State of _____
My commission (is permanent) (expires: _____)

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: _____

AGENDA ITEM COVER SHEET

Title: Water, sanitary Sewer and Septic Bed Installation and Agreements

☐ Original

☒ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

Using ARPA funds to install a sanitary sewer septic bed and water distribution system for hangars A through O and Lots 34-36.

RECOMMENDATIONS (IF ANY):

Recommend to approve the agreements, but need to establish and determine fee system for water and sanitary sewer.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Sample agreement and plan overview for the project.

FISCAL IMPACT:

Budgetary use of ARPA funds. Creating new future revenue stream for use of facilities.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 5-10 Mins

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 05-18-2023

AGENDA ITEM # 6

COMMITTEE ACTION:

33

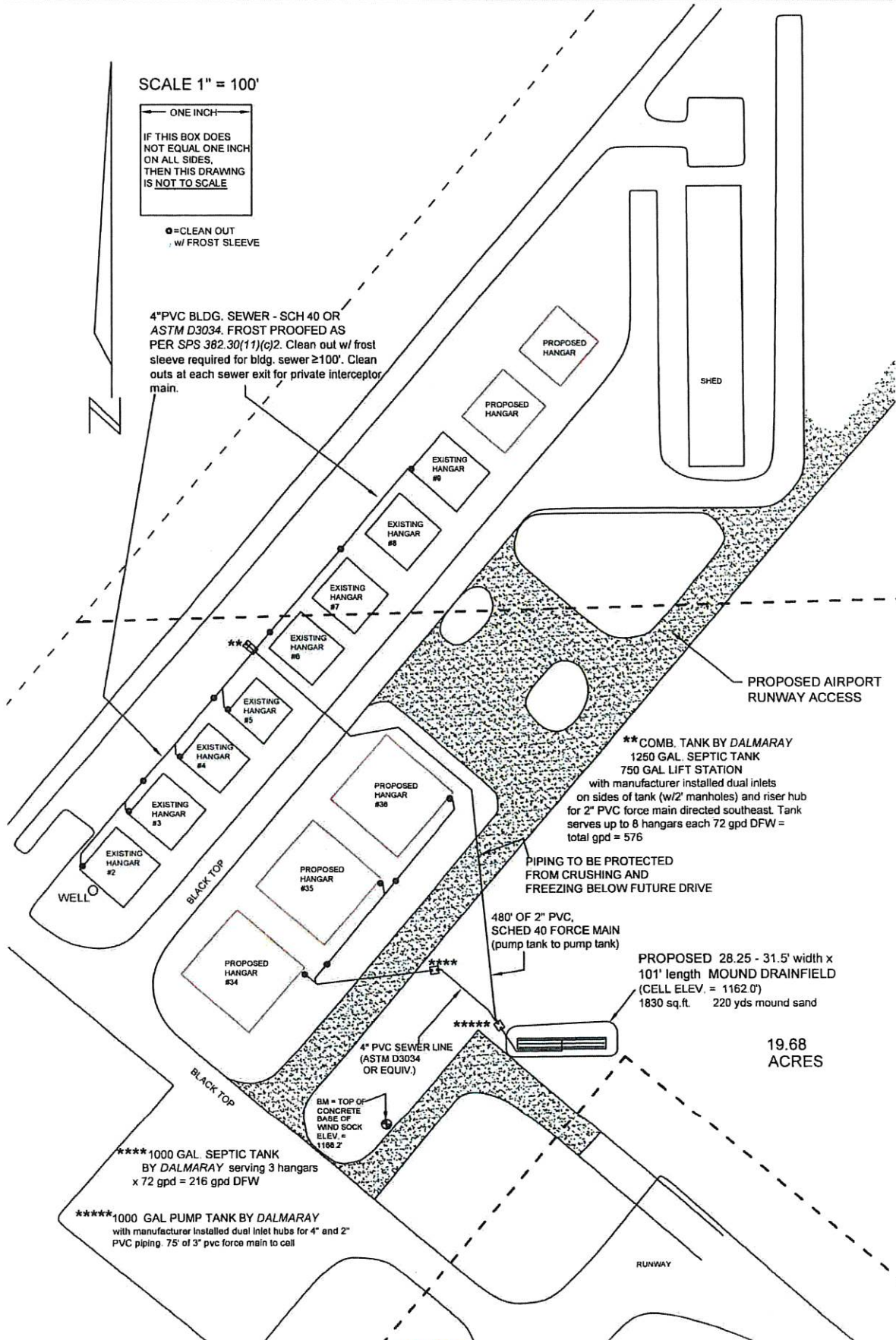
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PLOT PLAN (small scale)

PAGE 2 OF 13

CLIENT: IOWA COUNTY AIRPORT



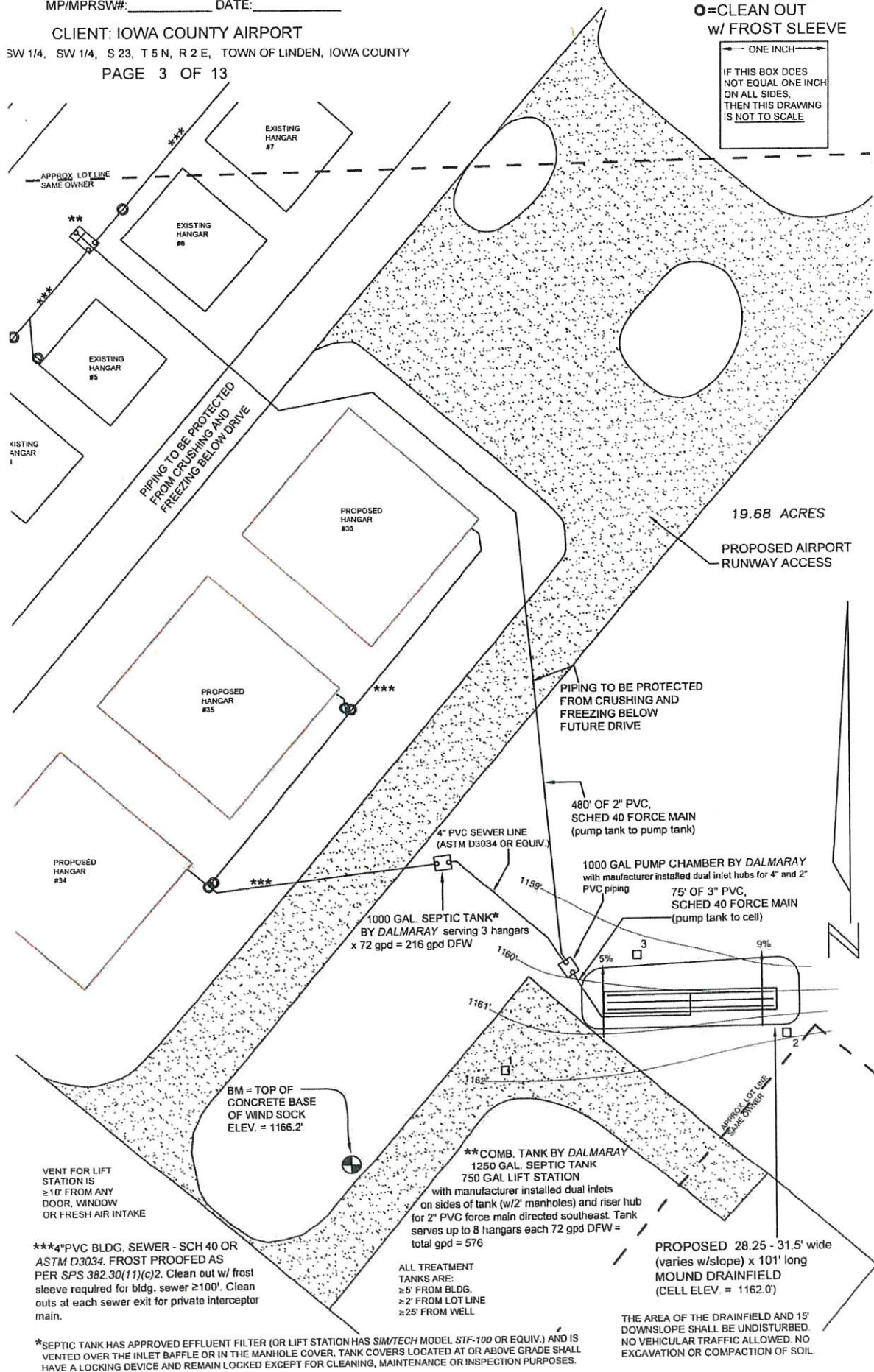
37

PLUMBER'S SIGNATURE: _____
MP/MPRSW#: _____ DATE: _____

SW 1/4, SW 1/4, S 23, T 5 N, R 2 E, TOWN OF LINDEN, IOWA COUNTY

SCALE 1" = 50'
 □= SOIL BORING
 ●=CLEAN OUT
 w/ FROST SLEEVE

IF THIS BOX DOES
NOT EQUAL ONE INCH
ON ALL SIDES,
THEN THIS DRAWING
IS NOT TO SCALE



AIRPORT CONNECTION / USE AGREEMENT

FOR PRIVATE 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 bathroom facilities within a privately owned hangar on the airport grounds to the various systems owned and operated by the Lessor.

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 usage 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 POWTs system. The connection point shall be a sewer lateral pipe installed to the north side of the hangars #'d 2 thru 9 on sheet 16.0 of the 2023 Airport Layout Plan. The Lessee shall provide all interior hangar modifications necessary and stub a sewer lateral from the hangar improvements to the septic system lateral provided exterior of the hangar. In addition, the Lessee shall apply for a revision permit to connect and discharge to the Lessor owned system. This agreement shall codify the remaining 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. 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 Connection point shall be defined as the curb stop valve installed at the exterior of the hangar. The Lessor shall be responsible for the system from the well to the point of connection - the curb stop valve at each hangar. The Lessee shall be responsible for the hangar water system from the curb stop valve and shall consist of the piping from the connection point to and all components within the hangar of the Lessee. In addition, the Lessee shall be responsible for the installation of an inline water meter between the curb stop valve and the first point of hangar usage; which shall meter all water utilized by the Lessee. The Lessee shall apply for a connection permit to connect and receive water from the Lessor's system. All connections to the Lessor's connection point shall be made by a licensed plumber. 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. The Lessee's share shall be a minimum of the prorated portion of the overall design system being utilized.
- C. The POWTS permit will identify and include all points of entry for any water usage within the proposed or existing hangar development. Only one floor drain will be allowed connection to the POWTS system per hangar. The floor drain shall be installed within a utility room or bathroom to serve only as a point of overflow discharge should an overflow of appurtenances occur within the hangar. The Lessee shall not wash planes or discharge any wash water of aircraft, aircraft parts or other

non-domestic sources of water usage 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) is issued, the Lessee shall not modify, change, revise, or increase their usage of 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. The connection point shall be the exterior end of the sewer lateral at the clean out valve or the County's trunk line.
- 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 piping, appurtenances, valves, 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 connection point shall be a curb stop valve box located at the exterior of the hangar.
- C. The water services to be provided to a hangar 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, bathroom sink, and / or one bath or utility room floor drain. No kitchen or sleeping accommodation quarters shall be allowed within the hangars on the airport grounds.
- D. The Lessee's system shall be designed as a stand-a-lone connection point to the County system. The Lessee shall provide an inline water meter between the County's curb stop valve and the hangar's first use of any water within the hangar. The County

shall have the right to inspect and read the meter readings, as deemed appropriate; to verify the amount of water usage. 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.

E. 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 based on a period of fifteen years of life (although admittedly could be more or less dependent on the system usage) for the Lessor's operating systems herein mentioned above; commencing on _____. 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 #2-9; all as illustrated on Page 16 Future Terminal Area of the 2022 Airport Layout Plan.

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, and anticipated to be YY GPD of the system design of XX GPD. The County shall read and verify water usage from the inline water meter installed in each hangar per this agreement. The County reserves the right to increase or bill additionally any Lessee who utilizes more water as indicated by the water meter readings than is allowed per the basis of the system design and as agreed hereto via proportional measurements.

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; unless it is due to excessive water usage as indicated by the meter readings.
 - 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 on 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 at the connection point. 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, to read and record inline water meter readings, 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 sever 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. Said disconnections shall occur at the connection point and the costs shall be borne by the Lessee.
- 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 contain 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

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:

Iowa County Clerk; Kristy K Spurley

Blank

(31)

AGENDA ITEM COVER SHEET

Title: Security Lighting Project discussion

☐ Original

☒ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

Discussion of re-purposing recycled sheriff's office street lights or other hangar placed options.

RECOMMENDATIONS (IF ANY):

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Copy of final installation plan if using street lights, and diagram of existing hangar lighting.

FISCAL IMPACT:

Varies based on decision, but up to \$30,000 of Airport Capital Improvement funds.

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 5-10 Mins

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

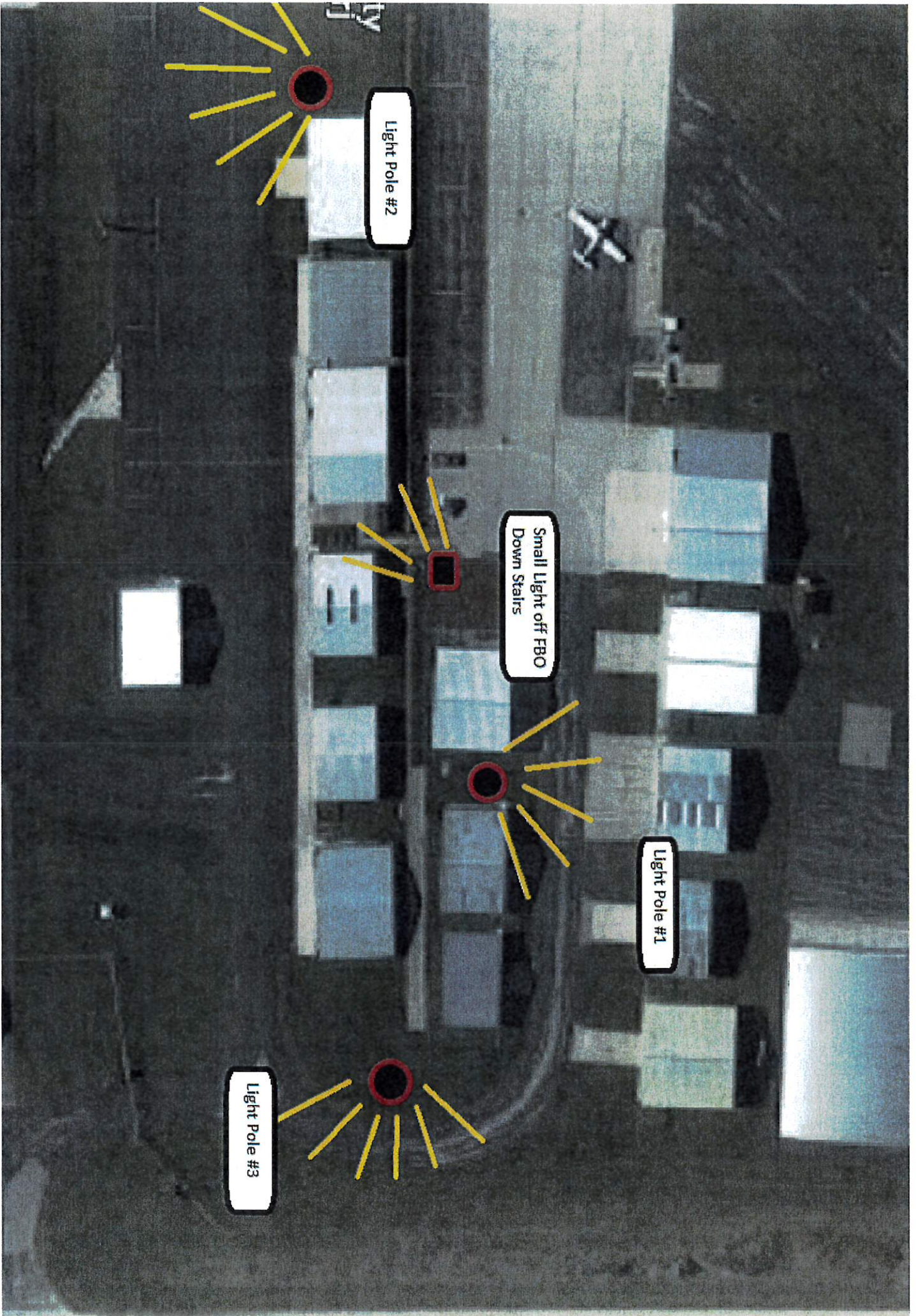
MEETING DATE: 05-18-2023

AGENDA ITEM # 7

COMMITTEE ACTION:

47

Blank





- Over their man / walk-in door-----
- In the peak over their hangar door-----
- Any at other locations (see map)-----



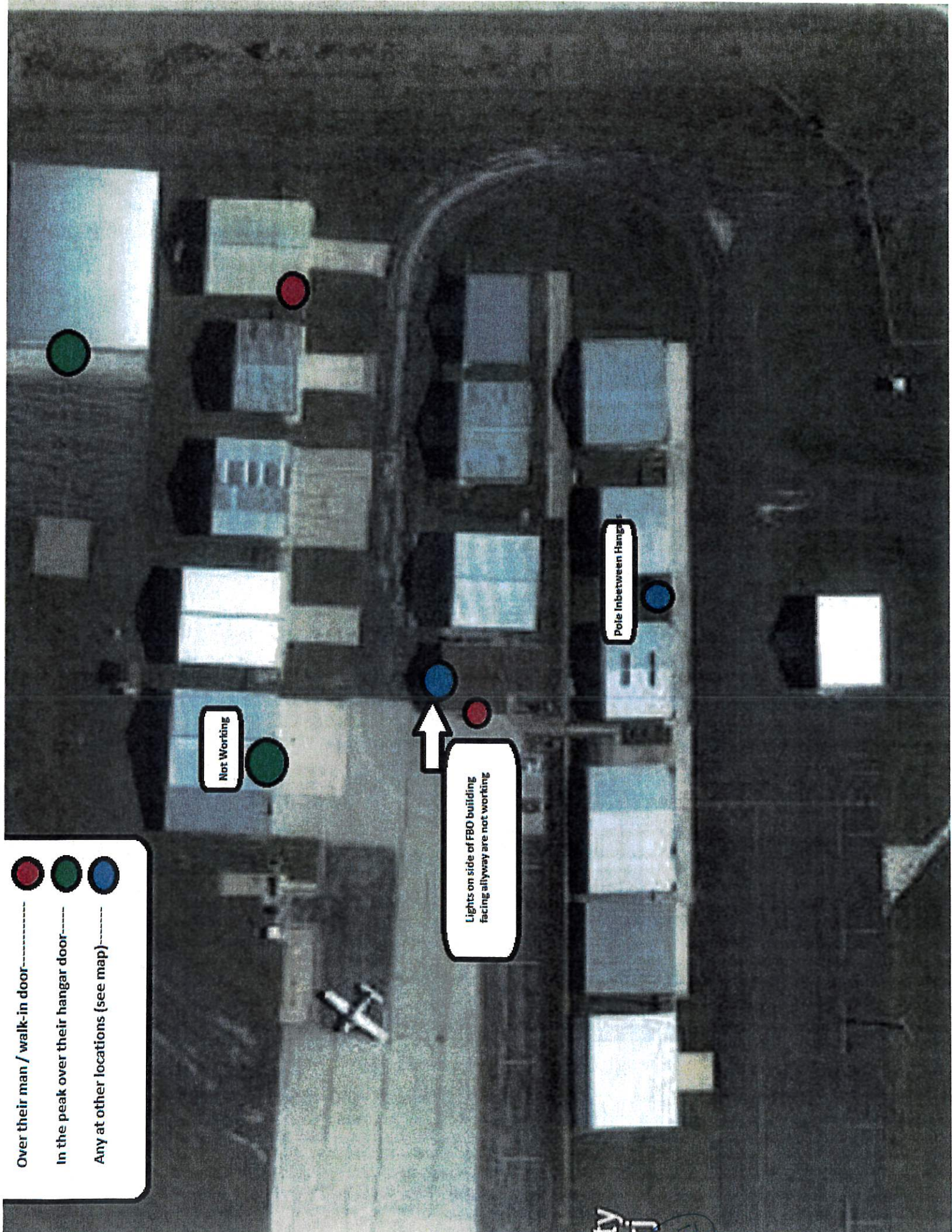
Not Working

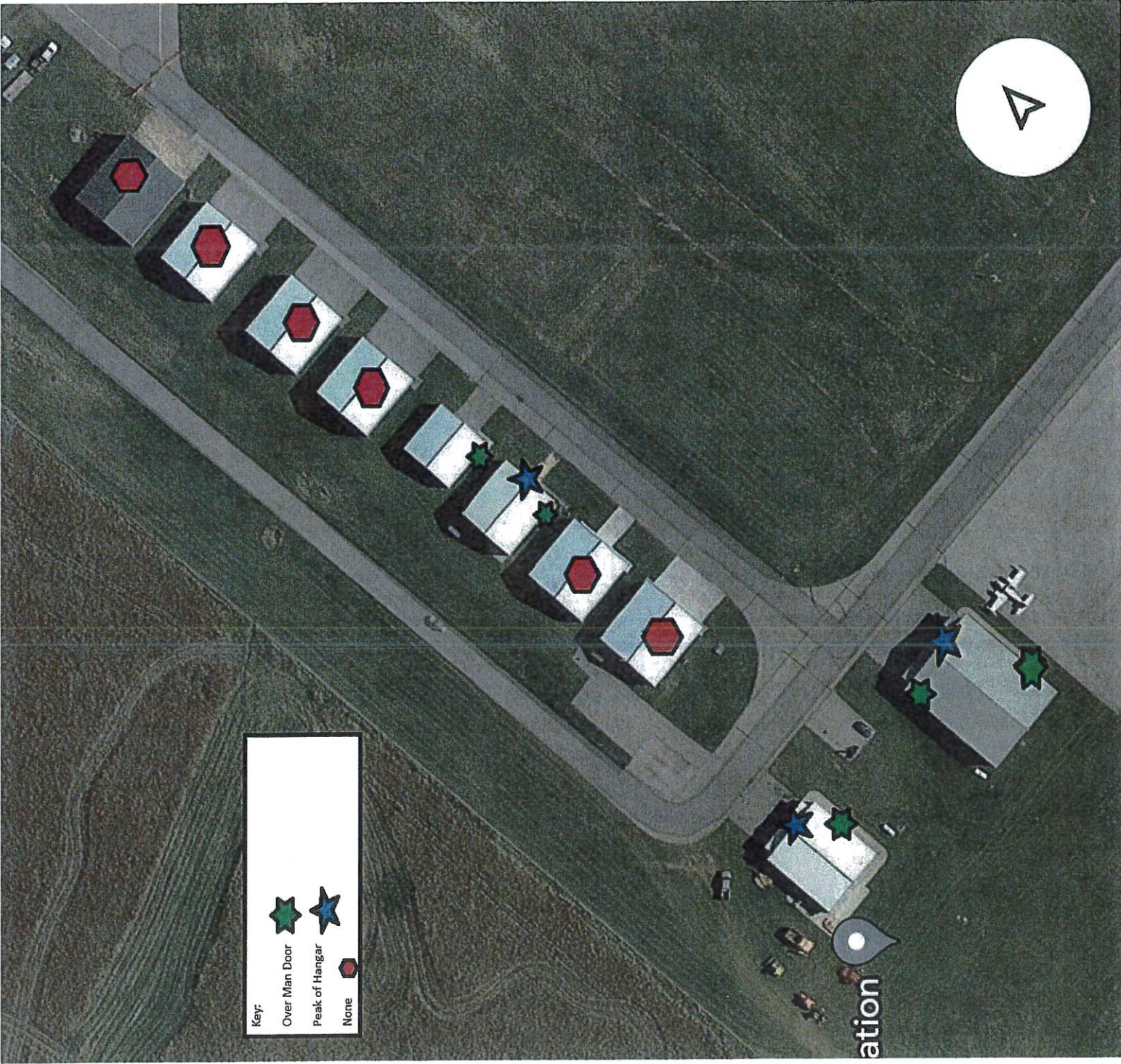


Lights on side of FBO building facing allyway are not working



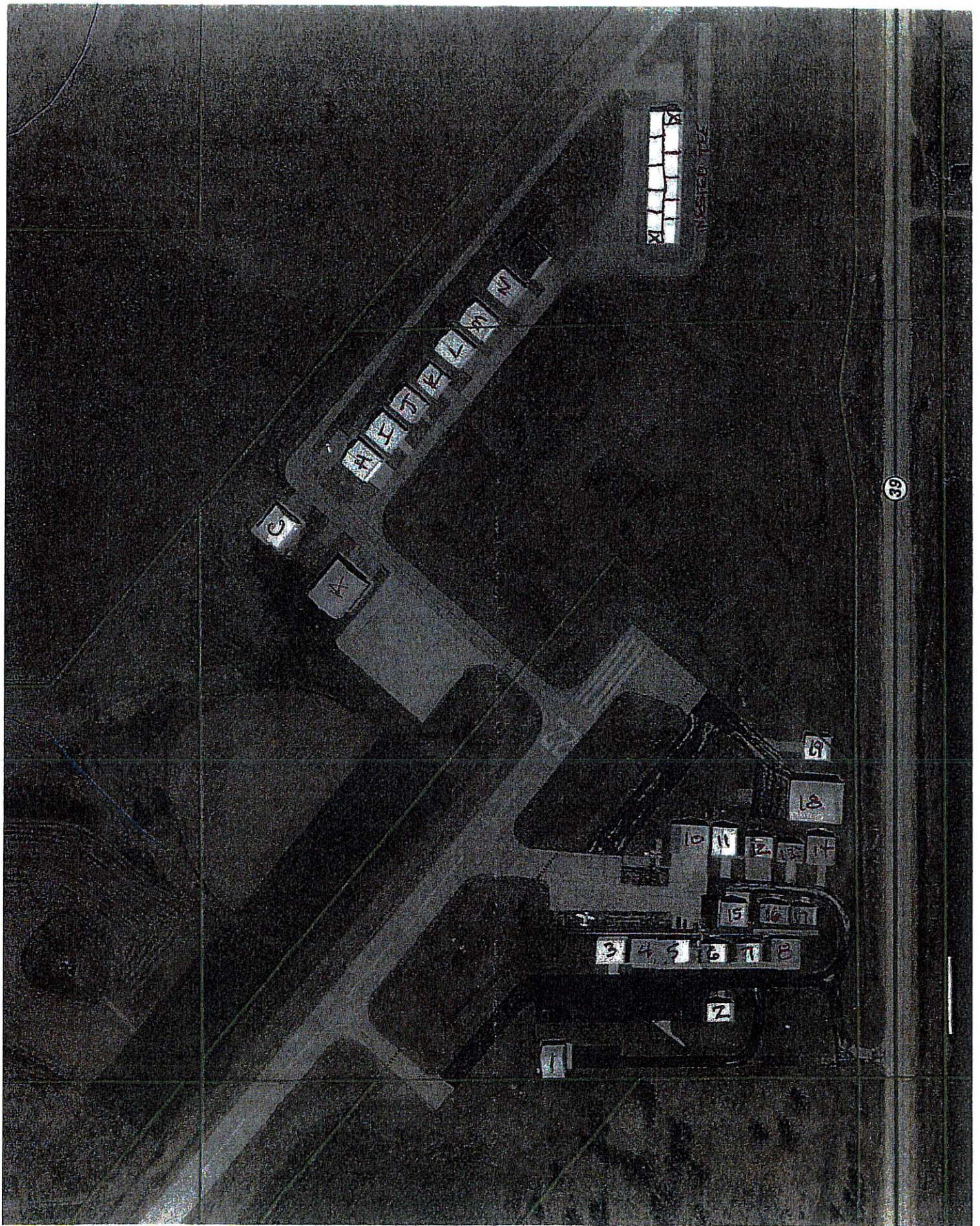
Pole Inbetween Hangars





Key:

	Over Man Door
	Peak of Hangar
	None



Lots 1-19 = 18 HANGARS

A-C = 6 (BENTLEY) + 4 (CONY)

NESTED TREE.

5 HANGARS HAVE

53

HALO Gray LED Dusk-to-Dawn Security Area Light

Model Number: ALS10A40GY | Menards® SKU: 3569418



EVERYDAY LOW PRICE	\$99.97
SALE PRICE Limited Time Offer	\$79.99
11% MAIL-IN REBATE Good Through 5/14/23	\$8.80
FINAL PRICE	\$71 ¹⁹ each

You Save \$28.78 with Sale Price & Mail-In Rebate

- Area light with replaceable 3-pin NEMA twist lock dusk-to-dawn photocontrol
- Maintenance-free LED with a life of 70,000 hours
- Heavy-duty, corrosion-resistant die-cast metal construction
- Open bottom lens provides "bug free" maintenance
- Perfect for lighting barns, side roads, pathways, and any place where dependable security solutions are needed

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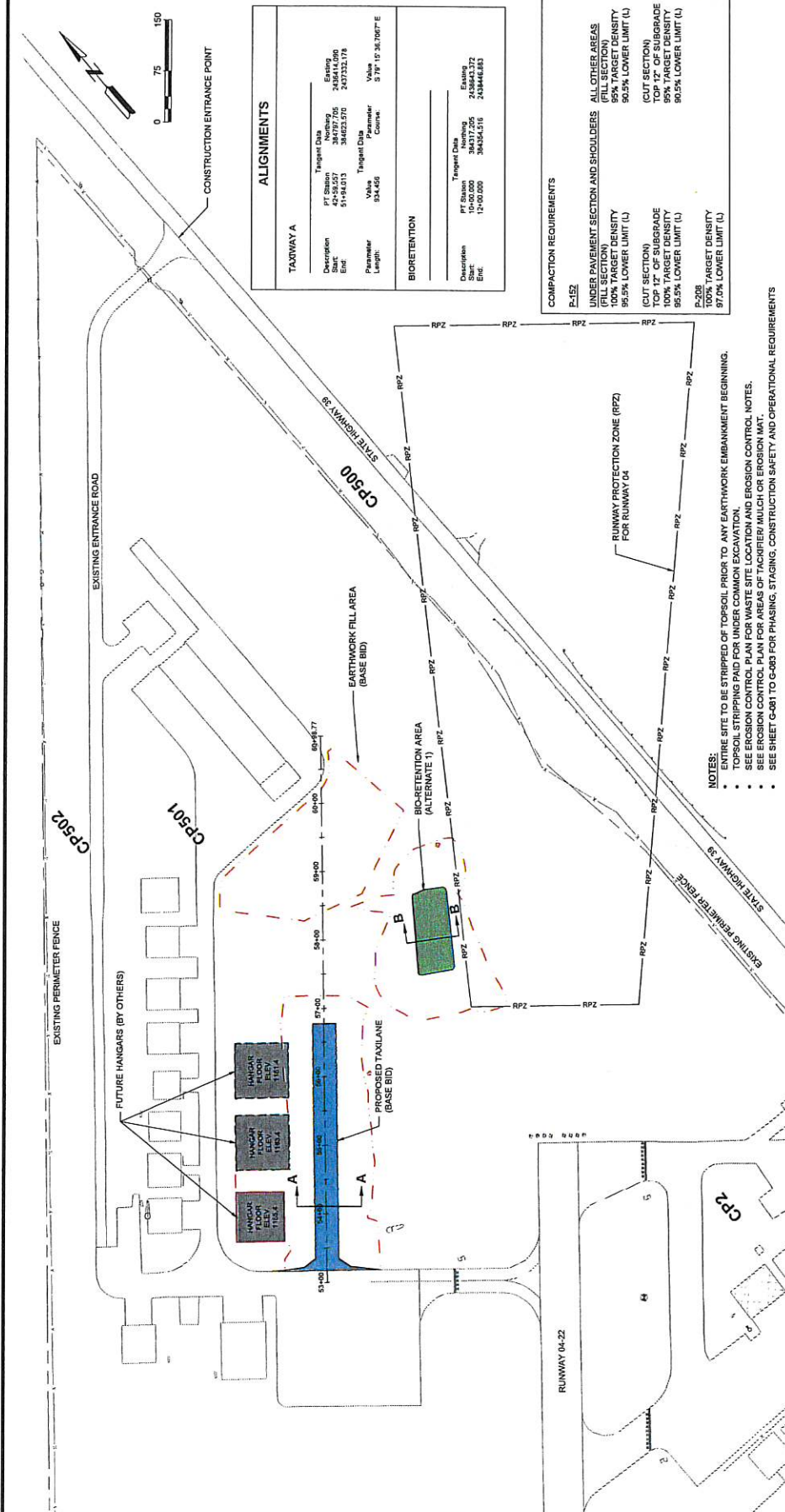
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ALIGNMENTS

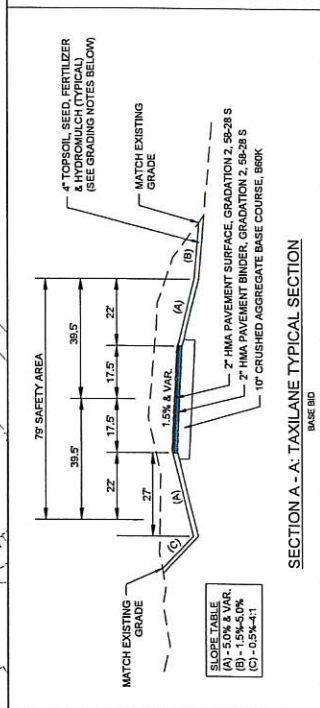
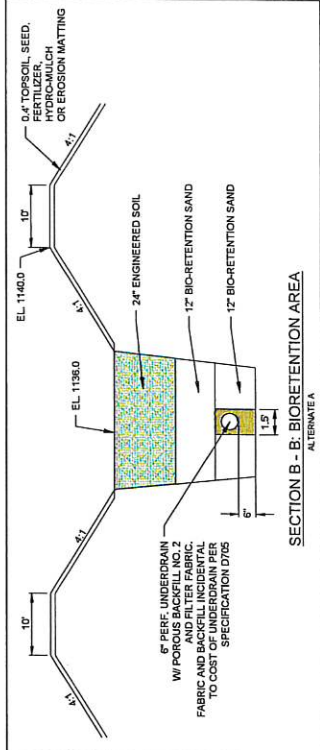
TAXIWAY A		TAXIWAY B	
Description	PT Station	Description	PT Station
Start	42+58.527	Start	34+787.705
End	51+54.513	End	34+623.570
Radius	534.456	Radius	534.456
Length	88.986	Length	84.883

BIORETENTION	
Description	PT Station
Start	10+00.000
End	11+00.000
Radius	38454.516
Length	100.000

COMPACTION REQUIREMENTS

Section	Requirement
P-152	UNDER PAVEMENT SECTION AND SHOULDERS (FILL SECTION) 100% TARGET DENSITY 95.5% LOWER LIMIT (L)
P-208	TOP 12" OF SUBGRADE 100% TARGET DENSITY 95.5% LOWER LIMIT (L)
P-208	TOP 12" OF SUBGRADE 100% TARGET DENSITY 95.5% LOWER LIMIT (L)
P-208	100% TARGET DENSITY 97.0% LOWER LIMIT (L)

- NOTES:**
- ENTIRE SITE TO BE STRIPPED OF TOPSOIL PRIOR TO ANY EARTHWORK EMBANKMENT BEGINNING.
 - TOPSOIL STRIPPING PAID FOR UNDER COMMON EXCAVATION.
 - SEE EROSION CONTROL PLAN FOR WASTE SITE LOCATION AND EROSION CONTROL NOTES.
 - SEE EROSION CONTROL PLAN FOR EROSION CONTROL MEASURES OF EROSION CONTROL MEASURES.
 - SEE SHEET G-041 TO G-043 FOR PHASING, STAGING, CONSTRUCTION SAFETY AND OPERATIONAL REQUIREMENTS



TAXILANE EDGE DETAIL

POINT NAME	DESCRIPTION	NORTHING	EASTING	ELEVATION
CP2	CP2 MON	323,080.44	1,906,310.62	1187.000000
CP102	CP102 MON	323,099.35	1,907,600.38	1182.85
CP200	#6 SEBAR	323,013.88	1,907,892.07	1158.43
CP201	#6 NAL	324,828.11	1,907,281.81	1158.07
CP202	#6 NAL	324,834.88	1,907,224.79	1158.21

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**IOWA COUNTY AIRPORT
 CONSTRUCT TAXILANE AND
 BIO-RETENTION AREA**
 MINERAL POINT, WISCONSIN

DATE: 02/15/23 10% SUBMITTAL

NOT FOR CONSTRUCTION

DATE: 02/15/23
 PROJECT: 23094-02310.01
 SHEET: 11 OF 18
 DRAWN BY: T.J.R.
 CHECKED BY: G.A.S.
 DESIGNED BY: G.A.S.
 PROJECT: IOWA COUNTY AIRPORT
 PHASE: PROPOSED CONTOURS

C-101

