

THERE WILL NOT BE A VIRTUAL OR VIDEO-CONFERENCING OPTION FOR THIS MEETING.

	Iowa County Airport Commission Meeting Monday May 13, 2024 – 6:00 pm Community Room of the Health & Human Services Building 303 W. Chapel Street Dodgeville, Wisconsin	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 by The Highway Commissioner.	
2	Roll Call. (Committee & Audience).	
3	Election of committee officers: A. Election of Chair of Airport Commission per County Board Rules. B. Election of Vice Chair of Airport Commission per County Board Rules. C. Election of a Secretary of the Airport Commission per County Board Rules.	
4	Consent Agenda: One motion to adopt all of the consent agenda items: A. Approve the meeting agenda for May 13, 2024. B. Approve the minutes of March 26, 2024 meeting. C. Next meeting date: Called by Order of the Chair – Building Needs Assessment Exercise.	
5	Report from committee members and an opportunity for members of the audience to address the committee. No action will be taken.	
6	Closed Session: Motion to convene in closed session pursuant to State Statute 19.85(1)(e) Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Discuss Iowa County Airport property and Airport Zoning Permit Moratorium.	
7	Motion to return to Open Session.	
8	Possible Action on closed session items.	
9	Consider a Proposal to host a Wings and Wheels Radar Run event on the grounds; involves a request for closing of runways 04/22 and 11/29 for a 6-hour period.	
10	Consider a request to reduce the annual SASO rent for a commercial operation on the grounds with Driftless – Aero.	

11	Highway Commissioner's Report. A. Discuss Design Process for the Proposed Terminal Building. B. Grounds Restoration – Septic system. C. Fence repairs – mid-April deer issues. D. Project Update – Taxiway F3 Construction.
12	Airport Manager's update – Midwest Aero – Cody Williams. A. Fuel Sales Report. B. EAA Week event planning. C. Statewide Airport Manager's Conference recap.
13	Airport Commission Chair Report.
14	Adjournment. Next meeting to be determined by the Chair.
Posting verified by the County Clerk's Office: Megan Currie, Deputy County Clerk Date: 05/08/2024 Initials: MC	



UNAPPROVED MINUTES
IOWA COUNTY AIRPORT COMMISSION MEETING HELD
March 26th, 2024 – 6:00 PM
Health & Human Services Building -Community room
303 Chapel Street
Dodgeville, Wisconsin 53533

**Iowa
County
Wisconsin**

1	Meeting called to order by Chair Masters at 6:00 PM.
2	Roll Call –Masters, Gander, Kreul, Hankie, Nelson, Galle, Gust. Also: Present Highway Commissioner Hardy, Airport Manager Meyer, Airport Manager Williams, Boxrucker, James, Delany, Carden
3	Consent Agenda: One motion to adopt all the consent agenda items: A. Approve the Agenda for this Tuesday March 26, 2024 meeting.. Igmar states a correction to item 12. That the county board has full support of the airport board. B. Approve the Minutes of February 22, 2024 meeting. Motion to approve the Consent Agenda with a friendly amendment by Nelson with regards to the Minutes from 02/22/204 under item #12; which should state: "...the Airport Commission has the full support of the County Board.", 2nd by Galle.
4	Report from committee members and an opportunity for members of the audience to address the committee. Tom James makes a comment that he, Alan Jewell, and other tenants are pleased to see the investments into the airport recently and the direction the airport is headed with the new Airport Layout Plan. No action was taken.
5	Review Comments from the Federal and State Aid Grant Assurance and Petition Public Hearing. Hardy goes over the questions asked by the public at the hearing. Discussion begins about the location of the future FBO. Hardy states that further discussion will occur at a later date. Hardy also reminds the commission that it just needs to be on the ALP to be eligible for funding, the exact location, size, and what it looks like at this point aren't important. No action was taken. Some discussion of the proposed FBO building, fuel farms, utilities and drainage ponds.
6	Consider Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid – MRJ Iowa County Airport; Grant Assurance, and Award Agreement. Hardy begins by explaining the block grant and agency agreements. He states a lot of the verbiage in the Resolution is a statutory requirement, so there isn't a lot to make changes or recommendations on other than the proposed improvements. He goes on to state the public hearing was held was to describe future potential projects, receive feedback from the public on those improvements, and then propose the improvements to the state/fed through the Resolution. Motion by Nelson, 2 nd by Galle. Approved Unanimously.
7	Consider Transfer of Funds from the Airport Fund Balance for Architectural / Engineering Services for design of a new Airport Manager's Office / Pilot's Lounge / Terminal Building. Hardy explains there is \$265k in the airport fund balance. Per the latest cost estimate, the taxiway and detention pond will cost the county about \$50K. Hardy says he sent out an RFP for the terminal building and four companies replied. Two could not fit the project timeline and two stated they would complete the 65% by September BIL-Airport Terminal Program (ATP) grant deadline. Galle states it's a necessity to move the funds to help the airport continue to grow. Hardy explains there are three stages to the design process – Needs

	Assessment; Prepare 65% concept plans and drawings, and final a bid and plan set document for construction. The deadline being complete the 65% plans by the October BIL-ATP grant submittal deadline so we have a good estimate of the building costs. And, each phase will have a cost amount for it, so as we progress the commission could decide to stop at any phase in the process. time. Motion to send this to the County Board by Krueel, 2 nd by Galle. Approved Unanimously.
8	Consider Award Recommendation for the Airport Manager's Contract for 2024-2026. Hardy states they awarded a new airport manager contract. He introduces new Airport Manager William. Cody Williams (Midwest Aero) says he is excited to manage MRJ and goes over his and Brittney Boxrucker's background.
9	Highway Commissioner's Report. Hardy starts by stating he does not have anything new to report at the moment. He introduces new Airport Manager William. Cody Williams (Midwest Aero) says he is excited to manage MRJ and goes over his and Brittney Boxrucker's background.
10	Airport Manager's Report – Meyers' Fliers LLC - Reese Meyers. Meyers states fuel sales are up compared to March of 2023. He also received a load of Jet Fuel and was able to lower prices. Meyers also has been training new manager Williams. Meyers ends by thanking the commission for everything they've done.
11	Airport Commission Chair Report. A. Discuss Equipment Maintenance and Operations Standards. Masters confirms with Meyers that fuel quality checks are up to date and being completed. He also makes sure everything is moving along with Big Tussel and Driftless Aero. Hardy comments the Highway Shop will have someone come down to train new airport manager Williams on running equipment.
12	Adjournment and Next Meeting. Motion to Adjourn by Galle, 2 nd by Krueel. The meeting concluded at 7:05PM. The next meeting will be either called by the Chair or held in May after Committee assignments by the Board.
Minutes prepared by Reese Meyer; Meyers Fliers LLC	



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Specialized Aviation Service Operator's Lease and Operating Agreement

This Lease and Operating Agreement (this "Agreement") entered into as of the 23 day of February, 2024, by and between Iowa County Wisconsin, a municipal corporation existing by and under the authority of the laws of the State of Wisconsin, ("Lessor"), and Drifless Aero LLC ("Lessee").

Witnesseth:

WHEREAS, Lessor now owns, controls and operates the Iowa County Airport (MRJ) ("Airport") in the County of Iowa, State of Wisconsin; and

WHEREAS, Specialized operation services are essential to the proper accommodation of general and commercial aviation at the Airport; and

WHEREAS, Lessor desires to make such services available at the Airport and Lessee is qualified, willing and able to provide such services;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

Article One

Term

The term of this Agreement shall be for a period of ____ (XX) years, commencing on the 23 day of February, 2024, and continuing through the ____ day of _____, 202__ (the "Termination Date"), unless earlier terminated under the provisions of this Agreement. Lessee shall have the option, exercisable upon at least one hundred eighty (180), but not more than three hundred sixty five (365) days' notice to the Lessor prior to the Termination Date, to extend the term of the Agreement for an additional period of five (5) to ten (10) years from and after the Termination Date, upon the same terms and conditions as are contained in this Agreement.

Article Two

Leased premises

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following premises, identified and shown on the Site Map, attached hereto and made a part thereof (the "Premises"), together with the right of ingress and egress for both vehicles and aircraft:

Real property as follows:

Lot C County owned hangar with meeting space and bathroom.

Article Three
Rights and Obligations of Lessee

A. Authorized Services. The Lessee is hereby granted the nonexclusive privilege to engage in the following activities and to provide the following services:

1. **Airframe and Power plant Maintenance.**
2. **Flight Training.**
3. **Aircraft Rental.**
4. **Aircraft Restoration and Refurbishing.**
5. **Light Sport Aircraft Services.**
6. Aircraft ground guidance within the uncontrolled areas adjacent to the premises, and ramp service, including sale and into-plane delivery of lubricants and other aviation related products. Excluding the sale of aviation fuels.
7. Removal of disabled aircraft with a gross landing weight of twelve thousand five hundred (12,500) pounds or less from those portions of the Airport provided and made available by Lessor for aircraft and related operations, including aircraft runways, taxiways, ramps, aprons and parking spaces, and areas directly associated therewith, which are not leased by Lessee or any other tenant on the Airport ("Air Operations Area"). Lessee shall perform such removal services only on written request.
8. Sales and servicing of avionics and avionics parts.
9. Sales, service and overhaul of engines, engine parts, instruments and accessories.
10. Sales and service of propellers and related parts.
11. Sales of new and used aircraft parts.
12. Any other general aviation services not specifically provided for herein which are approved in advance by Lessor. Lessor's approval shall not be unreasonably withheld.
13. May provide flight training, flight reviews ,(BFRs) ground school and shall have adequate materials, equipment and training aides, currently available for both flight training and ground school.
14. Lessee acknowledges that no right or privilege has been granted which would prevent any person, firm or corporation operating aircraft on the Airport from performing services on its own aircraft, with its own employees, including maintenance and repair services.
15. See Iowa County Airport's Minimum Standards for requirements for each SASO service.

B. Operating Standards. In providing any of the authorized services or activities specified in this Agreement, Lessee shall operate for the use and benefit of the public and shall meet or exceed the following standards:

1. Lessee shall comply with the Minimum Operating Standards or requirements, promulgated by Lessor, applicable to each of Lessee's activities on the Airport.
2. Lessee shall furnish service on a fair, reasonable and nondiscriminatory basis to all users of the Airport. Lessee shall furnish good, prompt and efficient service adequate to meet all reasonable demands for its services at the airport. Lessee shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service; provided however, that Lessee shall be allowed to make reasonable

and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

3. Lessee shall possess such technical qualifications and hold such certificates or qualifications as may be required by any governmental authority in carrying out authorized activities.
4. Lessee shall meet all normal expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including taxes, permit fees, license fees and assessments lawfully levied or assessed upon the property of the Lessee situated therein and thereon. Lessee may, at its sole expense and cost, contest any tax, fee or assessment.
5. Lessee shall comply with all federal, state and local laws, rules and regulations and minimum standards which may apply to the conduct of the business contemplated, including rules and regulations and minimum standards promulgated by the Lessor, and Lessee shall maintain in effect and post in a prominent place all necessary and/or required licenses or permits.
6. Lessee shall be responsible for the maintenance and repair of his/her property located and occupied by him/her on the Premises
7. It is expressly understood and agreed that, in providing any authorized services pursuant to this Agreement, Lessee shall have the right to choose, in its sole discretion, its vendors and suppliers.

C. Signs. During the term of this Agreement, Lessee shall have the right, at its expense, to place in or on the Premises, or in or on Lessee property located in or on the Premises a sign or signs identifying the Lessee. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved by the Lessor and in conformance with any overall directional graphics or sign program established by Lessor. Lessor's approval shall not be withheld unreasonably. Notwithstanding any other provision of this Agreement, said sign(s) shall remain the property of the Lessee. Lessee shall remove, at its own expense, all lettering, signs and placards so erected on the Premises upon termination of this Agreement.

D. Trade Fixtures. During the term of this Agreement, Lessee shall have the right, at its own expense, to place in or on the Premises, or in or on Lessee property located in or on the Premises trade fixtures, furnishings, personal property, equipment and materials necessary to perform any services authorized hereunder. Said trade fixtures, furnishings, personal property, equipment and materials shall remain the property of the Lessee.

E. Nonexclusive Right. It is not the intent of this Agreement to grant to Lessee the exclusive right to provide any or all of the services described in this Article III at any time during the term of this Agreement. Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Lessee. Lessor does, however, covenant and agree that:

1. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport.

2. Each operator of aeronautical endeavors or activities at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other operators of aeronautical endeavors or activities making the same or similar uses of the Airport utilizing the same or similar facilities.

Article Four Appurtenant Privileges

A. **Use of Airport Facilities.** Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including but not limited to, the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by Lessor.

B. **Maintenance of Airport Facilities.** Lessor shall maintain all public and common or joint use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto as it considers, in its sole discretion, necessary for the safe and efficient operation of the Airport.

C. **Snow Removal.** Lessor agrees to provide snow removal services to within four (4) feet of Lessee's main hanger door(s) as soon as practicable after each snow event. Such snow removal shall be accomplished only after all runways, taxiways and aprons have been cleared.

D. **Aerial Approaches.** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, including restricting the right of a Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

Article Five Improvements

A. **Building Construction.** Lessee shall have the right to erect, maintain and alter office and administration buildings, shops, hangars, radio antennae and other buildings or structures required for the Lessee's operation of authorized services and activities. Such buildings or structures shall conform to the Building Code Requirements of the Wisconsin Department of Commerce now and hereafter in effect. Lessee agrees that it shall submit to Lessor for review and written approval, prior to any construction on Premises, all plans for such buildings or structures. Lessee agrees to substantially complete such buildings or structures within twelve (12) calendar months from the date of receipt of a valid building permit issued by Lessor. It is agreed and understood that all such improvements undertaken pursuant to this Agreement shall remain the property of Lessee and shall be transferable.

B. **FAA Notification.** Pursuant to Article Four, Paragraph D, above, Lessee shall submit to the Federal Aviation Administration ("FAA") a completed copy of FAA Form 7460-1, "Notice of Proposed Construction or Alteration" as required under 14CFR-Part 77, and shall comply with all requirements of said notice before and during any construction within the boundaries of the Airport.

C. **Obstruction Lights.** Lessee agrees to permit Lessor to install, maintain and operate obstruction lights on the tops of buildings and structures to be placed on the premises at no cost to Lessee.

Article Six

Payments

A. **Rent and Fees.** In consideration of the rights and privileges granted by this Agreement, Lessee agrees to pay to Lessor during the term of this Agreement the following:

1. **Rent.** A rental of (11.0) cents per square foot of land leased on the Premises, as described in Article Two.

B. Payments.

1. **Rent.** The rental payment specified in Paragraph A. 1, above, shall be paid annually within thirty (30) days of receipt of billing by Lessee. It is agreed and understood that the rental payment specified in Paragraph A. 1, above, and in the preceding sentence, may be adjusted pursuant to Paragraph D, below, and that each such adjustment shall result in a change in the annual rental payment.

C. **Place of Payment.** All payments due Lessor from Lessee shall be delivered to the place designated in writing by Lessor.

D. **Renegotiation of Rent and Fees.** The rent specified in Paragraph A.1, above, can be renegotiated during the last six months of each two year period of this Agreement, the increases or decreases in the rent resulting from such re-negotiation to be effective as of the commencement of the succeeding two year period.

It is understood and agreed that no increase in such rental shall exceed (10%) of the rental then being paid by the Lessee hereunder.

Article Seven

Utilities

A. Lessee shall have the right to use the utility service facilities located on the Premises at the commencement of this Agreement. This includes water and septic systems owned and maintained by Lessor.

B. Lessee agrees to pay the cost of all utilities. Water and septic charges will be assessed quarterly by Lessor based on usage of each. In the event Lessee fails to pay any utility bill when due, Lessor may, at its option, pay the same and collect from Lessee the amounts so disbursed, plus interest at the rate of one and one-half (1 ½) % per month or fraction thereof.

Article Eight

Insurance

A. Required Insurance. Lessee shall obtain and maintain in effect at all times during the term of this Agreement, at Lessee's sole expense, the following insurance:

1. **Insurance:** The SASO shall provide insurance with a combined single limit liability amount not less than one million (\$1,000,000.) plus personal/bodily injury of at least (\$100,000.) However, if the airport determines that the value of aircraft to be serviced is less or greater than this minimum insurance requirement, the airport reserves the right to decrease or increase the minimum insurance required. Said insurance shall cover:

- Aircraft liability
- Bodily injury
- Property damage
- Product liability
- Professional liability

B. Notice. Lessor agrees to notify Lessee in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder of which Lessor has knowledge, and to cooperate with Lessee in the investigation and defense thereof.

Article Nine

Casualty

In the event that any fixed improvements erected on the Premises by Lessee, pursuant to Paragraph A of Article Five of this Agreement, are damaged by fire or other casualty, Lessee shall repair or replace the improvements within a period of one hundred twenty (120) days. This period may be extended by written agreement of Lessor and Lessee. While the improvements are being so repaired or replaced, the rent hereunder shall abate only if the Premises are rendered untenantable by such damage. If Premises are rendered untenantable, and Lessee elects not to repair or replace the damaged improvements, this Agreement shall terminate. Lessee shall then remove all such damaged improvements and return Premises to its original condition within one hundred twenty (120) days. However, hazards to other airport users must be cleaned up immediately.

Article Ten

Condemnation

If the entire leased Premises, or such portion thereof as will make the Premises unsuitable for the operation of Lessee's business, are taken under the exercise of the power of eminent domain by Lessor, Lessor shall pay to Lessee a sum equal to the fair market value of the improvements erected or installed under Article Five as liquidated damages, and not as a penalty.

Article Eleven

In conducting its business hereunder, Lessee shall conduct its operation as specified in the Airframe and Power Plant Maintenance, Flight Training, Aircraft Rental, Aircraft Restoration or Refurbishing and Light Sport Aircraft Services section of the Iowa County Airport Minimum Standards. Lessor shall abide by all Iowa County Airport Rules and Regulations.

Article Twelve

Assignment

This Agreement, or any part thereof, may not be transferred, assigned or subleased by Lessee, by process or operation of law or in any other manner whatsoever, without the prior written consent of Lessor, which shall not be withheld unreasonably.

Article Thirteen

Nondiscrimination

A. Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

1. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises;

2. In the construction of any improvements on, over, or under the Premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

3. Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant of Title 49, Code of Federal Regulations ("CFR"), 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.

4. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and to reenter and repossess the Premises and hold same as if said Agreement had never been made or issued.

B. Lessee assures that it undertake an affirmative action program, as required by 14CFR-Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment, contracting or leasing activities covered in 14CFR-Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds, from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Lessee assures that

it will require that its covered organizations provide assurance to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14CFR-Part, Subpart E, to the same effect.

Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14CFR-Part 152, Subpart E, or any federal, state, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. Lessee agrees that a state or local affirmative action plan will be used in lieu of any affirmative action plan or steps required by 14 CFR-Part 152, Subpart E, only when it fully meets the standards set forth in 14CFR-Part 152.409. Lessee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14CFR-Part 152, Subpart E.

Article Fourteen

Requirements of the United States and State of Wisconsin

This Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States and/or the State of Wisconsin, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises, and to compensation for taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of Lessor or the United States or State of Wisconsin pursuant thereto.

Article Fifteen

Default and Termination

A. Termination by Lessee. This Agreement shall be subject to termination by Lessee in the event of any one or more of the following events:

1. The abandonment of the Airport as an airport or airfield for any type, class or category of aircraft.
2. The default by Lessor in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Lessor to remedy, or undertake to remedy, to Lessee's satisfaction, such default for a period of thirty (30) days after receipt of notice from Lessee to remedy same.
3. Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the operation of Lessee's business.
4. The lawful assumption by the United States or the State of Wisconsin, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict Lessee from substantially conducting business operations for a period of ninety (90) days.

B. Termination by Lessor. This Agreement shall be subject to termination by Lessor in the event of any one or more of the following events:

1. The default by Lessee in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Lessee to remedy, or undertake to remedy, to Lessor's satisfaction, such default for period of thirty (30) days after receipt of notice from Lessor to remedy same.
2. Lessee files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Lessee and such receivership is not vacated within thirty (30) days.
3. Lessee's abandonment of the Premises.

C. Force Majeure; Waiver.

1. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control; provided however, that the foregoing provision shall not apply to failures by Lessee to pay rents, fees or other charges to Lessor.
2. The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition.

Article Sixteen
Arbitration

All claims or disputes arising out of or relating to this Agreement, which cannot be settled between the parties shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then obtaining. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association and shall be made within a reasonable time after the claim or dispute has arisen. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement, unless it is shown at the time the demand for arbitration is filed that (a) such person or entity is substantially involved in a common question of fact or law; (b) the presence of such person or entity is required if complete relief is to be accorded in the arbitration; and (c) the interest or responsibility of such person or entity in the matter is not insubstantial.

The agreement of the parties to arbitrate claims and disputes shall be specifically enforceable under the prevailing arbitration law.

Pending final decision of the arbitrator(s), the parties shall proceed diligently with the performance of their obligations under this Agreement.

Article Seventeen
Miscellaneous Provisions

A. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties. Any change or modifications hereof must be in writing and signed by both parties

B. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

C. **Notice.** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Lessor, addressed to:

2. If to Lessee, addressed to:

206 W Mineral St
Montfort, WI 53569

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

D. **Headings.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

E. **Governing Law.** This Agreement is to be construed to be in accordance with the laws of the State of Wisconsin.

Recommended by the Iowa County Airport Commission:

IN WITNESS THEREOF, the parties have executed this Agreement this 23 day
of February, 2024.

By:

Lessor:
Iowa County

Kristy K Spurley
Iowa County Clerk

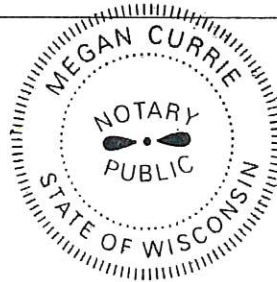
Lessee:
Dakota Carden - Driftless Aero LLC

[Signature]
Owner

Subscribed and sworn to before me this 18 day of March, 2024

Notary: Megan Currie
Megan Currie

My Commission expires: 10/30/2025



25 January 2002 ,amended 03 May 2002,amended 04 June 2002

BLAIR

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Building a Better World
for All of Us®

AGENDA

Iowa County Airport Terminal – Kick-Off Meeting

Tuesday, May 7th 2024

1:00 PM CT

Iowa County Airport & Teams (Virtual)

Copies to: Attendees

Introductions

I. Overall Scoping

A. Airport Needs based on RFP:

1. Restaurant Space
2. Pilot's Lounge/Rest Area
3. Meeting Room Space
4. Pilot's Flight Check-in Area
5. Public Restroom with Showers
6. Manager's Office
7. Storage and Mechanical Area(s)

B. Consider breaking into two design contracts -- Preliminary design & Final design?

II. Project schedule (Anticipated)

1. **Scoping Kick-Off Meeting – May 7th (Present)**
2. Preliminary Conceptual Design/Floor Plan Layout Meeting June 2024
3. Location/Site Determination – June 2024
4. Survey and Field Work – July 2024
5. Soil Borings - July 2024
6. Environmental – July 2024
7. Final Conceptual Design/Floor Plan Meeting – August 2024
8. FAA/BOA Coordination/Eligibility Review – August 2024 (*Potential delay*)
9. Design – September 2024 – February 2025
 - a. Four submittals total – 30%, 60%, 90%, and 100% IFB
 - b. Virtual Design Review Meetings – as needed to expedite items.
10. ATP Application – October 2024
 - a. Will have anticipated 60% cost impacts for application.
11. 90% PS & E – December 2024
12. State Plan Review – March 2025
13. Notification of ATP Award – March 2025 (*Timeframe for shelving project*)
14. Bidding – March 2025
15. Bid Opening – April 24th, 2025
16. Bid Award – May 2025
17. Construction – August 2025 (*If funds are available*)

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

III. Project Budget

A. Funding

1. Design - Local
2. Construction – Federal/State/Local

B. Potential ATP Grant Amount – Targeting NOFO in October/November.

C. Funding Strategies

1. Maximize AIP & BIL to help cover additional construction or design costs.
2. Aware of available amounts? SEH can reach out to BOA too.

IV. Design Items

A. Project Overview

1. Terminal Building
 - a. Location – has the ALP been approved?
 - b. Other alternatives to discuss.
2. Existing terminal building considerations
 - a. Asbestos Evaluation & Hazard Waste Assessment -Should be include?

B. Lessons Learned on Eligibility from previous GA Terminals (ATP Funding)- Review example eligibility exhibit.

- | | |
|---|--|
| 1. Eligibility up to ADO PM. <ol style="list-style-type: none">a. (3) 2022 GA Terminals had different eligibility determinations in same ADO. | 9. Furniture that is not fixed – ineligible. |
| 2. Language and description is KEY. | 10. Utility Rooms can be a challenge. Recommend sizing larger than anticipated to accommodate equipment. |
| 3. Sinks (Kitchenette, utility, mop) – ineligible. | 11. Landscaping – ineligible |
| 4. Hallways – can be ineligible depending on what they serve. | 12. Covered walkways – eligible |
| 5. Fixed Countertops – eligible | 13. Patios – ineligible |
| 6. Cabinets – ineligible | 14. Security Systems – ineligible <ol style="list-style-type: none">a. Infrastructure to support may be eligible |
| 7. Decorative Siding/Masonry – eligible (up to a certain point) | 15. Manager's Office – ineligible |
| 8. Parking Lot Items – ineligible <ol style="list-style-type: none">a. Different if using AIP or AIG. | 16. Janitor Closets or Storage – ineligible |
| | 17. Shower(s) – ineligible. |
| | 18. Vending Area – eligible if accessible by public & terminal/pilots |

C. Architectural (SEH)

1. Spacing Needs
2. Restaurant Space - Ineligible
3. Pilot Lounge & Rest Area (i.e., briefing room or pilot lounge)
 - a. Plan for XX people?
 - b. This can be utilized as meeting area.
4. Flight Plan Room (not listed in RFP)
 - a. Weather station & computer area for AWOS.
 - b. Can add fixture countertop/structure for computer area.
5. Kitchenette Area (not listed in RFP) - ineligible.
6. Lounge Area (i.e., waiting room) with couch & chairs.
 - a. Plan for XX people?
7. Public Restroom with Showers
 - a. Preference for two or one gender neutral restroom? (Code may dictate the need for 2)
 - b. Size of bathroom depended on occupancy and code requirement.
8. Manager's Office - Ineligible
9. General Storage (Janitorial) – Ineligible
10. Meeting Space – Ineligible

- a. Could be combined with Pilot's Lounge & Rest Area.
- 11. Mechanical (Utility Room) – Likely to be prorated but may be eligible for supporting public-use area and making operational.
 - a. Plan for future accommodations, such as fuel farm, AWOS, pilot control.
- 12. Exterior Appearance
 - a. Design context
 - b. Finish materials
 - c. Signage
- D. Civil (SEH)
 - 1. Construction impacts
 - 2. Parking lot improvements and/or reconfiguration
 - 3. Entry Gate of off STH 39 Improvements
 - a. Should try to promote public access. Maybe reroute existing fence & gate?
 - (1) Would need to revise ALP Pen & Ink.
 - 4. AWOS/Fuel Farm considerations
 - 5. Drainage considerations
 - 6. Septic System
 - 7. Water Service
 - 8. Electrical Service
- E. Electrical (TDG)
 - 1. LEED considerations
 - 2. Access to terminal building. Keypad entry? Fob access?
 - 3. Motion controlled interior?
 - 4. Electrical outlets with USB ports combined?
 - 5. Security Camera Infrastructure
 - 6. Items to be routed from Utility Room to Manger's office, Pilot Briefing Room, etc. for future equipment.
- F. Structural (SEH)
 - 1. Structural System Options
 - a. Wood or Steel?
- G. Mechanical (TDG)
 - 1. Zone heating/conditioning the building?
 - 2. Preference on automatic or manual operation of toilet facilities.
 - a. Same goes for sink use?
 - 3. Typical Iowa County Fixtures or Brand for continuity?
 - 4. Toilet style fixtures – commercial or residential?
 - 5. Will need to plan for future items, such as fuel farm, AWOS, pilot control, other connections to the structure and be supported/planned for.
- H. Environmental (SEH)
 - 1. Once site is confirmed, can begin evaluation for archaeological/historical elements on the site (verifying Sec. 106 & CatEx requirements) **Coordination with BOA will be critical.**
- V. Miscellaneous Items
 - A. CAD Files – Can we get the MRJ Airport Basemap from Mead & Hunt?
 - 1. Including the ALP linework for proposed location
 - B. Airspacing
 - 1. Has FAA returned an NRA notification on proposed building location?

VI. Stakeholder Involvement

A. BOA

1. Should communicate with them frequently on eligibility & concurrence.
2. SEH send monthly project updates on all project – will update this project on the list.
3. SEH can plan to set up an initial meeting with MRJ & BOA to go over expectations and schedule.

VII. Open Discussion & Future Action Items

A. AWOS Point of Contact

1. SEH can reach out to BOA for information.

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