NOTICE OF AN ELECTRONIC MEETING

There will not be an electronic meeting option for this meeting. A Quorum of the County Board of Supervisors may be in attendance, however; only official business of the Airport Commission will take place or be acted upon by members of the Airport Commission.



Iowa County Airport Commission Meeting September 11, 2025– 6:00 pm Pilot's Lounge of the Airport Terminal Building 3151 State Road 39 Mineral Point, Wis. 53565

Iowa County Wisconsin

	For information regarding access for the disabled please call 935-0399.									
	Any subject on this agenda may become an action item.									
1	Call to order by The Chair.									
2	Roll Call. (Committee & Audience).									
3	Consent Agenda: A. Approve the meeting Agenda for this September 11, 2025 Meeting. B. Approve the Minutes of the July 14, 2025 Meeting. C. Next meeting date: TBD by the Chair.									
4	Report from committee members and an opportunity for members of the audience to address the committee. No action will be taken.									
5	Review BOA - 2026-2030 Airport Capital Projects Listing and Projected Funding.									
6	Review Nested Tee Hangar Grant Assurance Agreement for Federal Funding.									
7	Commission Request to Review and Research Rental Rates and Charges via Comparison of Surrounding Airports.									
8	Review 2026 Airport Capital Plan Budget Request and the 2026 Fees for Services Schedule.									
9	Hangar Identification and Business Signage Project.									
10	Highway Commissioner's Report. A. PSC/FAA Public Hearing Update – Tower Farm Application 2025-WIBOA-24-9417-HS and FAA Study Determination 2024-WTE-9417-OE. B. UW-Med-flight Operational Agreements at MRJ Airport.									

	Airport Manager's Report.
	A. Fuel Sales Report.
11	B. EAA Week 2025.
11	
	C. Event Planning – Wings and Wheels Saturday September 20; 10AM – 4PM.
	D. Hangar C Maintenance Update.
12	Airport Commission Chair Report.
13	Adjournment. Set the Next meeting date and time. To Be Determined by the Chair.
Posting ve	erified by the County Clerk's Office: Date: Initials:

Posted by County Clerk's Office on 9/3/2025, Barbara Weinbrenner



UNAPPROVED Minutes Iowa County Airport Commission Meeting Monday July 14, 2025-6:00 pm Pilot's Lounge of the Airport Terminal Building

Pilot's Lounge of the Airport Terminal Building
3151 State Road 39
Mineral Point, Wis. 53565

Iowa County Wisconsin

	For information regarding access for the disabled please call 935-0399.										
	Any subject on this agenda may become an action item.										
	Call to order by The Chair.										
1	Meeting called to order by Chair Masters at 6:00pm, Chair Masters notes Gust excused from meeting.										
2	Roll Call. (Committee & Audience).										
2	Roll Call. (Committee & Audience).										
	Committee members present; Kreul, Gander, Nelson, Lease, Christian, Chair Masters, Gust was										
	absent.										
	Others Present: Commissioner Hardy, Manager Williams, Carden, Delaney, Siegenthaler.										
	Consent Agenda: A. Approve the meeting Agenda for this July 14, 2025 Meeting.										
	B. Approve the Minutes of the April 21, 2025 Meeting.										
3	C. Next meeting date: TBD by the Chair.										
	Motioned by Kreul to approve the consent agenda and meeting minutes from April 21 st; 2nd by Christian. Motion Carries.										
	Report from committee members and an opportunity for members of the audience to address the										
	committee. No action will be taken.										
	No Action Taken; Gander speaks on the new taxi way project that has been getting wrapped up this										
4	summer along with the landscaping around the retention pond and the great job that H James & Sons										
	have done. Carden talks on recent rain storms that have produced issues involving his hangar (C) and										
	working with Manager Williams to help fix and seal off leaking issues. Delaney talks on airport use and										
	local community growth involving what the airport is used for.										
	Wings and Wheels Event September 20, 2025.										
	Hardy addresses the committee with the agreement to approve for this year's Wings & Wheels event. Williams continues on the events coordinators and a recent name change to "The Black Plate Society"										
5	The group is incredibly happy with how the event was ran in 2024 and does not seek any changes to the										
	2025 agreement; Nelson motions to approve the signing of the agreement with the change of name to										
	"The Black Plate Society"; 2 nd by Gander. Motion Carries.										
-	Decemmendation to Daview and Desearch Pental Dates and Charges										
6	Recommendation to Review and Research Rental Rates and Charges.										
1											

Hardy addresses the committee on current rental rates at Iowa County and surrounding area airports after the 2024 Wisconsin Airports Rates and Charges Survey was published. Hardy explains the revised lot sizes that are in place for rental rates and length of leases. Explains the 4 different types of leases/contracts that are in place at the airport currently. Chair Masters raises concern about the amount of information in the survey and that is presented at the meeting to the committee. The commission agrees to take more time to review the information before a decision is made. Hardy and Williams talk about the new numbering system that is being implemented at the airport in accordance with the Tax Parcel id number and BFI document moving forward. This will be updated and all hangars will receive new Numbers on the exterior. No Action Taken. Project update - 2025-2029 Airport Capital Projects Listing. Hardy informs that no new update from the BOA has happened on the currently planned projects. Informs the committee of the upcoming meeting on Wednesday for Hardy and Williams w/ HJ&Sons, Mead & Hunt and BOA to close out the final items on the retention pond project. Explains that Mead and Hunt working on taxi lane F2 and T Hangar so it is able to be put out for bid this fall. The project is still moving forward but waiting on the final review from FAA so working off of a pen and ink at the 7 moment. The land development is currently being worked on with a consultant agreement. Latest update on new laws and regulations for federal funding on future taxiways on airport grounds to private hangars on the property. The new law states federal funding is only available on taxiways to revenue generating hangars. No Action Taken. Highway Commissioner's Report. A. Public Hearing update — Tower Farm Application 2025-WIBOA-24-9417-HS. Updates on the deadline for public hearing responses is July 31st to support the hearing. Maps of the windmills and what extends to the threshold altitudes of the airports surrounding approach. B. Airport Layout Plan Update and Hangar Numbering.

Addressed Earlier in Meeting.

C. Personal Property Tax Exemption Documentation Project Update.

The public assessor has been informed and updated on the continuation of the project.

D. Revenue & Expense Statement YTD.

Revenue vs Expense sheet passed out showing all the expected expenses and planned or future revenue for the remainder of the year.

E. ATP Grant update.

Expectation for the grant to be able to be submitted in August or September. The environmental study will be added to the grant for 2025 and will help the grant look stronger in the FAA's eyes.

F. Project updates — Hangar Building, Taxilane Fl/G6, and North Property Acquisition.

8

Working through design and looking to be out for bid by November, along with Taxi way for bid in the Spring.
Spring.

	Airport Manager's Report.
	A. Fuel Sales Report.
	B. EAA Week 2025.
	C. Hangar Cleanup Notice update.
9	Williams updates the committee on the current YTD fuel reports along with comparison to previous year and 5 year averages. Averages are up across the board and 100LL has been up in comparison to past years. Informs on a 5000 gal load being delivered prior to EAA week to top off the fuel tanks. Plans for EAA week including a Food & Fuel for all pilots flying in leading up to and during EAA week here at Iowa County. Hangar update on wait list to current 11 on the waiting list and one new tenant moving into a T Hangar this month. As well as the purchase of hangar 19 for a new tenant. Gives update on the projects and small updates to the grounds at the airport in fixing fences, deer situation, and camera cables being replaced.
10	Airport Commission Chair Report.
	No Report given
11	Adjournment. Set the Next meeting date and time. To Be Determined by the Chair
	Motion to adjourn by Nelson; 2 nd by Lease. Motion carries, meeting Adjourned at 7:27PM.
Posting v	erified by the County Clerk's Office: Date: Initials:

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ACIP 2025-2030 lowa County

	Notes	大学 はない はんしゅうしゅう おかな	\$70,000 Needs ALP to be complete.	\$70,000 Needs ALP to be complete.	The second secon		\$300,000 Needs ALP to be complete, is this still true? Does this require MORE stormwater construction?	\$380,000 Needs ALP to be complete. Is this still true?	SON WORK STATE OF THE PERSON STATE OF THE PERS		Notes		Reinburteiment shown in 2028. Needs ALP to be complete. Flavs a potential direct access issue and would reimove existing taways pavement.	1000年代の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の	\$200 000 kwa County would their pursue funding for acquisition for future hangar area norm of the current hangar area.	SPORTABLE SPANISH ST. C.	\$176,666 This could be significantly impacted by the terminal building funding and needs Taxlane F1 Phase 2 to be funded in F72025 before revenue generating would kick in in FF2025.		\$924,211 ENT or BIL Only, Revenue Generating if AIP. No State Share, Could be bid sconer, but would need to do subsward in FFY26 to build other infrastructure with APP in FFY26.	Sponsor Only for future reinbursement. Assuming \$1 2M total project for planning purposes, which is likely low. If you use future reinbursement, revenue generaling just extends another year for any A.P. added.		2000	\$200,000 ATP Grant. Applying in 2020.
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\$50,000		\$210,000		\$190,000		\$400,000	Service Service	\$300,000		\$300,000		\$500,000		\$500,000		\$1,000,000			(\$1.000.000)			20	\$1,250,000
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20		\$189,000		\$171,000		\$360,000	Marco Section and	\$270,000		\$270,000	対する 大田 できる	\$450,000	STREET, STREET, STREET, STREET,	\$450,000		\$800,000			S. Control of			\$900,000	\$1,980,000
05						0.5		THE REAL PROPERTY.		\$0			CONTRACTOR CONTRACTOR	20								20	0\$
THE REAL PROPERTY OF THE PARTY		\$189,000		\$171,000		\$360,000		\$270,000		\$270,000		\$300,000	College St. No. of Street, St. of St.	\$300,000		2900,000						\$900,000	\$1,830,000
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PROJECT		Construct Taxiway C/C1/C2	(including lighting) (Construction)	Construct Taxiway D/D1/D2	(including lightling) (Construction)		1000年の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の	Construct Taxiway B and B1	(including lighting)			Acquire Snow Removal	Equipment	PROJECT		Acquire Land for Development 2029	(Add Parcels and Acresge) - FEDERAL REIMBURSEMENT		Acquire Land for Development 2029	(Add Parcels and Acreage) -	AEIMBONSE STALE AID	PROJECT	
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LOC ID Airport
Reconstr Total Program FFY2025-2029 Entitlement \$1,361,765 IIJA \$3,678,000 Apportionment \$2,263,068 Discretionary \$0 Total AIP \$7,302,833 State Match Local Match \$334,722 \$619,754 Total Cost \$8,257,309

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PROJEC	ect mbursemen	CHAIN THE PARTY.		
PROJECT SUBTOTALS FFY TOTALS	ting 2029	THE REAL PROPERTY.		
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(\$37,500) (\$37,500)	(\$37,500)		State Match	200
(\$7,500) (\$7,500)	(\$7,500)		State Match Local Match	
\$0 \$0	\$0	Name of Persons and Publishers of the Owner,	Total Cost	-
	\$0 project formulation to be reimbursed.		Notes	

Date:

August 25th, 2025

To:

Angela Adams, Deputy Administrator

Division of Transportation Investment Management

From:

Matt Malicki, Airport Engineering Section Chief

Bureau of Aeronautics

Subject:

Iowa County Airport

MJR1009 SOP 60

The Wisconsin Department of Transportation (the "Department") is in receipt of Iowa County Airport's (the "Sponsor") request for a Sponsor-only amount to fund the following items of work:

Construct Hangar (8-Unit T-Hangar) (the "Project")

It is understood that a Sponsor-only amount is solely funded with Sponsor funds, which may be subsequently funded by federal and/or state funds. The Sponsor funds in this Project are in the amount of \$12,000 (the "Funds"). The Department and the Sponsor have executed an agency agreement dated January 10th, 2025, (the "Agency Agreement") and the Sponsor has submitted a letter to the Department committing Funds on August 12th for \$12,000.00 to cover the project formulation cost of the T-Hangar (Building 10) under MRJ1009 (the "Request").

The Sponsor agrees to the following terms and conditions:

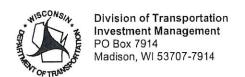
- 1) The Sponsor submits its Request to utilize Sponsor-only Funds without guarantees or assurances of subsequent appropriation of federal and/or state funding.
- 2) The Sponsor shall reimburse the Department for Project costs incurred by the Department with the Sponsor Funds available for this Project, within thirty (30) days after request for reimbursement.
- 3) If appropriation of federal and/or state funding occurs, the Project will become a federal and/or state funded project in one of the Department's funding programs and shall be governed by program rules administered by the Department's Bureau of Aeronautics.
- 4) The Department is compliant with all federal laws and the Sponsor is responsible to ensure it is also compliant with and can also satisfy any federal requirements including, but not limited to, the FAA assurances, which is attached hereto for reference.
- 5) The Department may cancel its obligations under this memorandum, in whole or in part, and without penalty due to any failure to secure a federal grant or for the Sponsor's failure to comply with the terms, conditions, and specifications referenced herein.
- 6) Either party may terminate its obligations under this memorandum by giving sixty (60) days written notice of such termination to the other party. In the event of termination, the Department is entitled to receive just and equitable compensation for any work completed until the effective date of such termination.

The Sponsor will make the Funds available to the Department upon the Department's request subject to the terms and condition of the Agency Agreement and this memorandum.



Acknowledgement by Sponsor

		Attachments
	(Date)	Angela Adams, Deputy Administrator Division of Transportation Investment Management
		Approved:
	(ətsQ)	Matthew P. Malicki, P.E., Chief Airport Engineering Section
		Recommended for Approval:
	(ətsa)	Bureau of Aeronautics
	(əlɜiT)	
ner's Representative)	FY3: (Airport Ow	(Name of Airport Owner)



Governor Tony Evers Secretary Kristina Boardman

wisconsindot.gov

Telephone: 608-266-3351 Facsimile (FAX): 608-267-6748

August 12, 2025

CRAIG HARDY IOWA COUNTY HIGHWAY COMMISSIONER 1215 N BEQUETTE STREET DODGEVILLE, WI 53533

Iowa County Airport Commission Commitment Letter

Dear Craig Hardy,

In order to begin the preliminary design work for the T-Hangar (Building 10) project (MRJ1009) at lowa County Airport we will need confirmation of a Sponsor Only Commitment from the Airport Commission to fund the work. Once the preliminary design work is complete the funds are expected to either be reimbursed or applied towards the required Sponsor portion with the Federal funding.

Is the lowa County Airport Commission able to commit \$12,000.00 to start the preliminary design for MRJ1009?

☐ No CARTAL

Printed Name

Sincerely,

Dan Minarcik Airport Development Engineer (608) 266-1632 Daniel.Minarcik@dot.wi.gov

DJM 8/12/2025

Bureau of Aeronautics, 4822 Madison Yards Way, 5th Floor South, Madison, WI 53705



BLANK

	Commercial	Lease	Private	Ramp		
T-Hangar T-Hangar Lease \$ Rate /		\$Rate /	\$Rate / Hangars Tiedown	Tiedown		
Unheated Heated	SFt	SFt.	\$/Month	\$/Month \$/Month	Manager	
	0.22				Contractors	
250	0.2				City / Contract	
	NO RESPONSE				Employee	
175 195	0.25					
85						
120 150		0.2			Township	
	\$300/Yr	\$300/Yr		25		
250 400			150-250			
131.25 N/A	0.11		N/A	25		1/1/2023
20 20 20 250 250	500) To	NO RESPON 195 150 \$300/Yr 400	0.2 NO RESPONSE 195 0.25 150 \$300/Yr \$3 400	0.2 NO RESPONSE 195 0.25 150 0.2 \$300/Yr 400	0.2 195 0.25 150 0.2 \$300/Yr 400 150-250	0.2 City / Contract NO RESPONSE 195 0.25 150 0.2 Township \$300/Yr 25 400 150-250 0.11 0.088 N/A 25 Contractor

BLANK

Department and Fee Description	Duration / Unit	2025 Fee	Ordinance or Reference	Notes	have the	ounty 1e
Airport			Wis. S CH 114.0, 114.14 (2), and 114.15	Authority to create an airport, airport commission, and provide taxation.	YES NO	Q.
Farm Land Rent	3-5Yrs / Lease	\$ 44,225.00	305 Acs @ \$145/Ac	Contracted 2024-26 with option for 2027/28.	Let to Sealed Bids	aled
			· · · · · · · · · · · · · · · · · · ·		The State of the S	TO THE PARTY OF TH
Hanger Rentals			Wis. §114.15.			
Nested Tee Small Hanger		\$131.25/mo	By Lease Agreement	Set by Airport Commission 10/20/22	×	
Large Box Hanger 40X40 +		\$262.50/mo	By Lease Agreement	Set by Airport Commission 10/20/22	×	
			· · · · · · · · · · · · · · · · · · ·			
Fuel Sales: 100LL	per gallon	Vary	Target \$1/Gal Recovery	Set by Airport Manager with purchases	×	
Fuel Sales: Jet -A	per gallon	Vary	Target \$1/Gal Recovery	Set by Airport Manager with purchases	×	
Land for Hangers						
Private	per sq. ft.	\$ 0.088	088 By Lease Agreement	Set by Airport Commission 10/20/22	×	
Commercial (With SASO)	per sq. ft.	\$ 0.011	011 By Lease Agreement	Set by Airport Commission 10/20/22	×	
UW Health Septic	per sq. ft.	\$ 0.011	By Lease Agreement	Set by Airport Commission 10/20/22	×	
SASO Commercial	per Ssa Ft.	0000 \$	By Lease Agreement fro Operation in County Owned "C" Hangar.	Set by Airport Commission 06/2024	×	
	5					
Sanitary Sewer & Water	/hangar	Prorated	Use Agreement	Hookup Fee (1st year's usage prorated on annual basis) set by Commission on 06/01/2023	×	
	/hangar	\$300	300 Use Agreement	Annual Charge due on January 1st each year; established by Commission on 06/01/2023	×	
						100 A
Hangar Nightly Storage		\$ 25		When Available	×	
Airplane Tie Down External		0 \$		No Fees, Secured by Pilot / Owner.	×	
					>	
Courtesy Car Rental		0 \$		User requested to replace Fuel Used	×	Name of the Party
を 1 日本の 1						

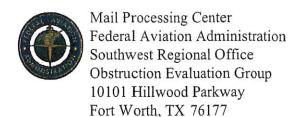


		Comments:
	,	
		-

ABER (ORG		ACTUAL	ACTUAL	ACTUAL			2025	2026 Proposed					
GODE - OBJECT)	ACCOUNT DESCRIPTION	12-31-2021	12-31-2022	12/31/23			8				-	-	
AT AN	SALES TAX DISCOLNT	76,437.00	70,000.00	60,000.00	30,000	50,000.00	25,000	27,565 + Insurance	eo	+	1	+	+
AF	AIRPORTS - STATE GRANTS	45,000.00	51.630.86	00	00.00	8.00		0 0					
¥	IA CO AIRPORT REV-FUEL	152,172.03	200,694.41		161,608.87	226,726.87	132,750	132,750.00					
A	IA CO ARPRT REV-HANGAR R	30,273.61	30,680.99	26,748.97	27,479.96	30,500.00	34,392	44,023.67					
2 5	IN CONTY AIDDODT I AND DEN	00.	00.	46.18	00.	00.	100 11	0	+	1			
2 0	SALE OF FIXED ASSETS	1 405 00	2 750 00	00.212,62	431 00	535000	44,225	44,225.00					-
ŠŽ	INSTIBANCE RECOVERY	2,400,00	2,730.00	8		00.000,0		0 0	1	-		+	
Z	NOTE PROCEEDS	00	000	8		00 000 01	10.000	297032 Pron Find	pue I			-	-
TR	TRANSFERS IN FRM AIRPORT	00	00	00		30 500 00	56,000	60000 CIP Hanga Hangar	Handar				1
TR	TRANSFERS IN FRM OPERATI	00.	00:	00.		00	200	0	100	T			-
		340,742.64	385,008.76	239,134.36	261,662.33	382,826.87	302,367	\$ 605,596					
			1		-			277,367					
An	An Land Lease	Graft Farms	305 00 \$	\$/Acre	Rent 44 225 00							+	-
			_		00.032,77				H	Hangar Rental Chart	Chart		-
											SFt	Rate	Annual Rents
		Fees	# Agreements	Revenue					Ripp	П		5040	.11 \$ 554.40
모	Hangar Rents Nested Tee #1-10	131.25	10.00	15,750.00	T1-T10				S		Cour		
EH C	Hangar Rents Box C / L / N /	262.50	3.00	9,450.00	C, L, & N.				Ha	Hamilton D / 34	ı		60
S	SASO	.03	4,830.00	144.90	144.90 prifflessAero						35	10000	0.088 \$ 880.00
A S	SASO's Hannars A and 18	11		2,025,65	2,046,02 2,025,65 Rino UWHealth	_			19	H nosudol.		5	+ 69
Se	Sewer & Water Annual	300.00	3.00	00'006	900.00 Ripp, Hamilton, DriftlessAero	DrifflessAero			An	Τ_			69
Pri	Private Septic Land Rent	11.	2,504,00	275.44	275.44 UWHealth				Норр	L qq			69
				34,392.01					Ca	Carden K		348	.09 \$ 294.62
									3 8	County	Mainten	A/M sone	2.797
-		Actual 20	2000	Actual 2023	103	Proposed 2025	2005		8 8	Т	County		262.5
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Revenue Source	Amount	"Total	Amount % Total	% Total	Amount % Total	% Total		Kloke	Γ		340	.09 \$ 381.92
1	Tax I aw	70 000	30.2%	60 000	41.3%	25,000	12.35%	-	¥ e	.,	-		69
A	Ag Land Lease	29,213	12.6%	29,212	20.1%	44,225	21.85%		Del	Delaney	2		.09 \$ 118.27
14	Fuel Sales	47,199	20.4%	25,172	17.3%		16.18%		Š	Coogan	3	2496	.09 \$ 219.65
工	Hangar Rentals	30,681	13.3%	30,681	21.1%		16.99%		Rei	Remos	4	2304	69
Ü	Capital Transfers		%0.0		%0.0		27.67%		ธ์	Christian		2160	.09 \$ 190.08
S	Short-term Borrowing		%0.0		0.0%	10,000	4.94%		Jor	Jones	9	2356	69
ō	Other Sources	54,421	23.5%	40	%0.0		0.00%		Del	Delaney		2160	.09 \$ 190.08
		231.513	100%	145,105	100%	202,367	100%		Rule	е		3240	.09 \$ 285.12
									Ter	Terminal	Count	N/A	-
									Aei	Aerotech/J		3280	69
									Del	Delaney	11		69
									Re	Remos			
									Ca	Calpas			4
									Arc	Archer/Jan			285.12
									Sch	Schmid	15	1760	00 \$ 125.00
									No.	Moiner			9 6
									Ne H	Merves			11 \$1,471.25
									:				CAC 2 00
									Ko	Konitzer	19	2/60	00.272.00



						2025				
NEW ACCOUNT NUMBER (ORG CODE - OBJECT)	ACCOUNT DESCRIPTION	ACTUAL 12-31-2021	ACTUAL 12-31-2022	ACTUAL 12-31-2023	ACTUAL 2024	DEPARTMEN T BUDGET REQUEST	2026 Budget Request			
26253510 - 50216	JANITORAL/HOUSEKEEPING SVC	óo.	00.	1,980.00	4.343	4.000				
26253510 - 50220	RECYCLING AND SOLID WASTE	00.	00.	00.	313	1,000				
26253510 - 50221	UTILITIES	8,569.44	10,976.64	10,397.45	10,492	12,000	12,000			
26253510 - 50225	TELEPHONE	5,185.98	4,715.08	4,783.80	5,597	5,000				
26253510 - 50246	EQUIPMENT REPAIRS/MAINTENA	4,022.27	16,866.01	11,009.50	5,102	5,700				
26253510 - 50247	BUILDING REPAIRS /MAINTENANCE	00.	18,485.92	18,533.36	15,920	3,411				
26253510 - 50290	MGMNT CONTRACTED SERVICES	83,159.92	86,401.64	86,996.00	85,605	86.667				
26253510 - 50295	ADVERTISING & BIDS	510.00	40.81	261.46	975	450				
26253510 - 50310	OFFICE SUPPLIES	192.97	67.44	683.90	565		500			
26253510 - 50311	POSTAGE	169.11	133.30	167.24						
26253510 - 50317	COPIER FEES/CHARGES	72.00	169.00	00.06		100				
26253510 - 50325	CONFERENCES & TRAINING	522.00	00.	00.	10.00	00				
26253510 - 50340	IA CO AIRPORT OUTLAY > \$50	00.	00.	00.		00				
26253510 - 50347	CREDIT CARD FEES	227.03	439.19	319.59	196	400	300			
26253510 - 50350	GROUNDS MAINTENANCE	11,756.11	896.73	1,131.61	1,203	4.000	4			
26253510 - 50351	FUEL-AIRPLANES	107,245.82	153,495.66	97,914.92	109,070	100,000	1			
26253510 - 50358	FUEL - EQUIPMENT / VEHICLES	3,869.67	3,590.39	3,892.73	3,440	4,000				
26253510 - 50359	FUEL TANK TESTING & REPAIR	707.50	2,497.74	2,198.18	4,171	2,500				
26253510 - 50460	DESIGNATED DONATIONS	00.	00.	1,650.00	00.	00.				
26253510 - 50510	BUILDING & PROPERTY INS	8,154.48	10,122.99	11,728.92	4,913	5,000.00	5,654			
26253510 - 50512	INSURANCE ON EQUIPMENT	00.	00.	00.	4,713.00	3,200.00				
TBD	STORAGE TANK LIABILITY INS	1,422.00	1,528.00	00.	1,041.19	4,800.00			Capital Items	
26253510 - 50740	BAD DEBT EXPENSE	92.00	17.82	00.		00.			\top	In 2025
26253510 - 50805	CAPITAL OUTLAY > \$5000	00.	00.	3,377.72	90,540	56,000,00	60.000	FB		90000
26253510 - 59214	TRANSFER TO CAPITAL FUND	00'	00.	00.	00.	00.			Hangars	297032
		235,878.30	310,444.36	257,116.38	348,351	\$298,928.00				357032
	Budget W/out Capital Items	235878.3	310444.4	253738.7	257809.9	242928.0				
	Rev - Exp	104.864.34	74 564 40	-17.982.02	34 476	\$ 3.439.00	(0)			
	Exp Totals			257.116.38			605 596			
	Amount of Increase/Decrease to the Levy					\$ (25,000,00)				
	% of Levy Increase/(Decrease)					-50.00%				
	** 2024 Incurrent freshold 6400/ faces									
	- 2024 IIIsariarice Iurided \$10K Ifolii Bol	rowing Note			Ę					
	Fuel Revenues Actual	\$ 44 926	\$ 47 199	\$ 25 172	4 74 524	\$ 22.7E0				
	Budgeted Fuel Revenues	45,000		-	1	1				
	Budgted Fuel Expenses	36,250								
	Fuel R-E Budget Amount	8,750								
	Budget Amount	00 004 074	000							
	Actual Budget Inggrey	173,462.00	294,662.00	286,631.00	248,751.00	298,928.00				
		116. 314								



Issued Date: 07/21/2025

BADGER HOLLOW WIND FARM LLC MARIE DREVETS 1 South Wacker Drive suite 1800 Chicago, IL 60606

** DETERMINATION OF NO HAZARD TO AIR NAVIGATION **

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:

Wind Turbine 6

County, State:

Iowa, Wisconsin

Collected Point(s):

Label

Latitude

Longitude

SE

DET AGL

AMSL

6

42-54-36.87N

90-25-06.01W

1111 Ft

660 Ft

1771 Ft

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M Change 1, Obstruction Marking and Lighting, white paint/synchronized red lights-Chapters 4,13(Turbines),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

X	At least 10 days prior to start of construction (7460-2, Part 1)
X	Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 01/21/2027 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before August 20, 2025. In the event an interested party files a petition for review, it must contain a full statement of the basis upon which the petition is made. Petitions can be submitted to the Manager, Rules and Regulations Group via email at OEPetitions@faa.gov, or via mail to Federal Aviation Administration, Air Traffic Organization, Rules and Regulations Group, 5th floor, 600 Independence Ave, SW., Washington, DC 20597. FAA encourages the use of email to ensure timely processing.

This determination becomes final on August 30, 2025 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. Any questions regarding your petition, contact Rules and Regulations Group via telephone (202) 267-8783.

This determination is based, in part, on the foregoing description which includes specific coordinates and heights. This determination is valid for coordinates within one (1) second latitude/longitude and up to the approved AMSL height listed above. If a certified 1A or 2C accuracy survey was required to mitigate an adverse effect, any change in coordinates or increase in height will require a new certified accuracy survey and may require a new aeronautical study.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

Additional wind turbines or met towers proposed in the future may cause a cumulative effect on the national airspace system. All information from submission of Supplemental Notice (7460-2 Part 2) will be considered the final data (including heights) for this structure. Any future construction or alteration, including but not limited to changes in heights, requires separate notice to the FAA.

Obstruction marking and lighting recommendations for wind turbine farms are based on the scheme for the entire project. ANY change to the height, location or number of turbines within this project will require a reanalysis of the marking and lighting recommendation for the entire project. In particular, the removal of previously planned or built turbines/turbine locations from the project will often result in a change in the marking/lighting recommendation for other turbines within the project. It is the proponent's responsibility to contact the FAA to discuss the process for developing a revised obstruction marking and lighting plan should this occur.

In order to ensure proper conspicuity of turbines at night during construction, all turbines should be lit with temporary lighting once they reach a height of 200 feet or greater until such time the permanent lighting configuration is turned on. As the height of the structure continues to increase, the temporary lighting should be relocated to the uppermost part of the structure. The temporary lighting may be turned off for periods when they would interfere with construction personnel. If practical, permanent obstruction lights should be installed and operated at each level as construction progresses. An FAA Type L-810 steady red light fixture shall be used to light the structure during the construction phase. If power is not available, turbines shall be lit with self-contained, solar powered LED steady red light fixture that meets the photometric requirements of an FAA Type L-810 lighting system. The lights should be positioned to ensure that a pilot has an unobstructed view of at least one light at each level. The use of a NOTAM (D) to not light turbines within a project until the entire project has been completed is prohibited.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

If we can be of further assistance, please contact lan.norris@faa.gov, at 1-404-305-6645, or Lan.norris@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2024-WTE-9417-OE.

Signature Control No: 634488718-670948340

(DNH-WT)

Julie A. Morgan
Manager, Obstruction Evaluation Group

Attachment(s)
Additional Information
Map(s)



Additional information for ASN 2024-WTE-9417-OE

The FAA completed an aeronautical study of this proposal in accordance with 14 CFR Part 77. The results of aeronautical studies conducted by the FAA are published in determination letters which are public record and available through the FAA public website at https://oeaaa.faa.gov.

This is NOT a construction permit application. This determination does not constitute FAA approval or disapproval of the physical development involved in this proposal. It is a determination with respect to the safe and efficient use of the navigable airspace by aircraft. The FAA does not have land use authority or issue construction permits and cannot prevent construction on privately owned/leased property. Land use authority resides with the government body at the local city, county or state level that is responsible for regulating how land can be used within their jurisdiction, typically through zoning ordinances and other land use planning mechanisms. This determination in no way preempts or waives any ordinances, laws, or regulations of any government body or agency.

A list of commonly used acronyms and abbreviations is available at the end of this document. A full list is available at the FAA's public website at https://oeaaa.faa.gov/oeaaa/downloads/external/content/FAA_Acronyms.pdf.

1. PROPOSAL DESCRIPTION

Proposal for the Badger Hollow wind farm project that would be located near Livingston, WI. The proposal consists of 24 wind turbines. The proposed wind turbines would be located approximately 6.80 NM, west-southwest, extending clockwise to approximately 5.5 NM northwest of the airport reference airport for Iowa County Airport (MRJ), Mineral Point, WI. The proposed wind turbines' described heights and locations are expressed in Above Ground Level (AGL) height, Above Mean Sea Level (AMSL) height and latitude (LAT) / longitude (LONG).

ASN		Nar	ne	AG	[/	AMSI	,	LA	T	/ LONG
2024-WTE-9412-OE	/	1	/	660	/	1773	/	42-51-00.74N	/	90-22-59.27W
2024-WTE-9413-OE	/	2	/	660	/	1806	/	42-52-00.21N	/	90-23-40.19W
2024-WTE-9414-OE	/	3	/	660	/	1787	/	42-53-30.84N	/	90-23-56.52W
2024-WTE-9415-OE	/	4	/	660	/	1792	/	42-53-48.96N	/	90-25-04.49W
2024-WTE-9417-OE	/	6	/	660	/	1771	/	42-54-36.87N	/	90-25-06.01W
2024-WTE-9418-OE	/	7	/	660	/	1770	/	42-53-19.89N	/	90-25-58.34W
2024-WTE-9419-OE	/	8	/	660	1	1793	1	42-55-20.14N	/	90-25-24.93W
2024-WTE-9420-OE	1	9	/	660	/	1781	1	42-55-28.68N	1	90-25-05.40W
2024-WTE-9421-OE	/	10	/	660	/	1846	/	42-56-25.56N	/	90-25-56.97W
2024-WTE-9422-OE	/	11	/	660	/	1841	1	42-56-35.94N	/	90-25-29.25W
2024-WTE-9423-OE	/	12	/	660	/	1842	/	42-56-37.10N	/	90-25-02.05W
2024-WTE-9424-OE	/	13	/	660	/	1822	/	42-55-56.93N	/	90-24-52.81W
2024-WTE-9425-OE	/	14	/	660	/	1828	/	42-56-28.99N	/	90-23-07.90W
2024-WTE-9426-OE	/	15	/	660	/	1815	1	42-56-18.48N	/	90-23-30.52W
2024-WTE-9427-OE	/	16	/	499	1	1652	/	42-55-33.87N	/	90-20-46.77W
2024-WTE-9428-OE	/	17	/	499	/	1695	1	42-57-28.01N	/	90-18-47.00W

2. TITLE 14 CFR PART 77 - OBSTRUCTION STANDARDS EXCEEDED

- a. Section 77.17(a)(1); exceeds a height of 499 feet AGL at the site of the object. The proposed wind turbines at 660 feet AGL would exceed this standard by 161 feet.
- b. Section 77.17(a)(2); a height that is 200 feet AGL, or above the established airport elevation, whichever is higher, within 3 NM miles of the established airport reference point, and that height increases in the proportion of 100 feet for each additional NM from the airport up to a maximum of 499 feet. The following would exceed this standard as applied to Iowa County Airport (MRJ) by:

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2024-WTE-9427-OE - 44 feet
2024-WTE-9428-OE - 57 feet
2024-WTE-9429-OE - 64 feet
2024-WTE-9430-OE - 49 feet
```

TITLE 14 CFR PART 77 - EFFECT ON AERONAUTICAL OPERATIONS

- a. Section 77.29 (a)(1); the impact on arrival, departure, and en route procedures for aircraft operating under visual flight rules. At a height greater than 499 feet AGL, the 24 proposed wind turbines would extend into airspace normally used for VFR en route flight and may be located within 2 statute miles (SM) of potential VFR Routes as defined by FAA Order 7400.2, Section 6-3-8. The turbines within 2 SM of a VFR Route would have an adverse effect upon VFR air navigation. Further study was required to determine whether the structures would affect a significant volume of VFR en route traffic.
- b. Section 77.29 (a)(6); potential effect on ATC radar, direction finders, ATC tower line-of-sight visibility, and physical or electromagnetic effects on air navigation, communication facilities, and other surveillance systems. The turbines would be within the radar line of sight (RLOS) of the Arlington, IA (QJO) Common Air Route Surveillance Radar (CARSR). The wind turbines may affect the quality and/or availability of the primary radar signals in the vicinity of the proposed wind farm.

4. TITLE 14 CFR PART 77 - FURTHER STUDY AND PUBLIC COMMENTS

In order to facilitate the public comment process, all 24 studies were circularized under ASN 2024-WTE-9417-OE on 03/19/2025, in accordance with JO 7400.2, Chapter 6-3-17. There were two comments received in response to the circularization concluding on 04/25/2025. The comments are summarized as follows:

Comment 1: The commentor stated that he operates two aircraft out MRJ and constructed the largest hanger on the airport which cost millions of dollars in investments. He conducts multiple IFR and VFR flights per week and the wind turbines would cause "considerable harm" to his operations. The number of flights is expected



to increase over the next 12 months. The airport is ideal for flights in all conditions due to multiple runways and IFR approaches with low minimums. The commentor states "If the proposed wind turbines are built, the negative effect to my operations would cause me considerable harm in time, money, and significant lost business opportunity for my endeavors. I strongly object to these wind turbines being built."

Comment 2: The Iowa County Airport Commission objects to the proposed wind turbine locations near Iowa County Airport (MRJ), citing concerns over aviation safety and efficiency. Specifically, the turbines could impact airspace for IFR and VFR operations, including air ambulance flights, aerial transportation, agricultural crop dusting and recreational flying. Four proposed wind turbines encroach on the airspace by over 200 feet, potentially affecting approach paths and increasing response times for emergency flights. The Commission emphasizes the airport's current and future significant public financial investments, such as expansion plans and the construction of new facilities, which could be jeopardized by such obstructions. The Commission requests that the FAA review the project's impact, considering both current operations and future expansion, and withhold approval of the turbines until further studies are conducted. The Commission stresses the importance of preserving the safe and efficient use of MRJ's airspace.

FAA Response: The FAA completed an aeronautical study of the proposed wind farm which involved 11 lines of business to include the air traffic control facilities, military services and the Department of Homeland Security. The FAA Obstacle Impact Team did not identified any impact on IFR procedures for Iowa County Airport (MRJ) or any other proposed or existing public-use airport. Although four of the proposed wind turbines would exceed 14 CFR Part 77, Section 77.17(a)(2), the proposals would be located beyond the VFR traffic pattern airspace for MRJ. An evaluation of annual VFR traffic along potential VFR routes identified an average of less than 1 VFR aircraft per day, which is not considered a substantial adverse effect on VFR traffic. VFR flights such as recreational flights and crop dusting (14 CFR Part 137) are conducted below the minimum safe altitudes specified in 14 CFR Part 91 and therefore not considered in determining the extent of adverse effect on VFR flight. Emergency flight operations are not considered when determining the extent of adverse aeronautical effects, because they are not considered regular and continuous, and it is not possible to predict when or where an emergency operation would occur. The special maneuvering characteristics of helicopters are recognized in 14 CFR Part 91, Sections 91.119 and 91.155, provided operations are conducted without hazard to persons or property on the ground. Helicopter pilots must also operate at a speed that will allow them to see and avoid obstructions. Consequently, proposed structures are not considered factors in determining adverse effect upon helicopter VFR operations. The economic impact from proposed construction is beyond the scope of an aeronautical study under 14 CFR Part 77 and therefore was not considered. Concerns of this nature should be directed to the appropriate land use authority.

5. BASIS FOR DETERMINATION

- a. IFR Effects The aeronautical study identified no IFR effects. Therefore, the proposal would have no substantial adverse effect on any existing or proposed IFR arrival/departure procedures, en route IFR operations or minimum IFR altitudes for any known public-use or military airports.
- b. VFR Effects The aeronautical study identified no effect on any existing or proposed VFR arrival or departure operations. There were 2 wind turbines identified as being located within the Conical Surface and traffic pattern airspace for Hird Airport (9W7/WN28). Further study revealed that Hird Airport is designated as a private-use airport with no existing or planned IFR procedure on file. Only public use, military and private-use airports with an approved IFR procedure are considered for aeronautical studies under 14 CFR Part 77.

The wind turbines greater than 499 feet AGL, would be located within the altitudes commonly used for en route VFR flight. In coordination with ATC, an analysis of potential VFR Routes and available traffic data indicated that an average of less than one VFR aircraft per day may be affected by the proposed wind farm. In accordance with FAA Order 7400.2, the proposed wind farm would not affect a significant volume of aircraft and therefore would not have a substantial adverse effect on en route VFR flight operations. The proposed structures would be charted on VFR sectional aeronautical charts and appropriately obstruction marked/lighted to make them more conspicuous to airmen should circumnavigation be necessary.



The following proposals would be located below the controlled airspace for MRJ. The 700 feet, Class E Surface Area is designated to protect precision instrument approaches and to help manage and separate IFR/VFR traffic, ensuring safe and efficient operations for non-towered airports. The sponsor agreed to lower the heights of these 4 wind turbines to 499 feet AGL, which mitigates the impacts to VFR enroute flights.

2024-WTE-9427-OE

2024-WTE-9428-OE

2024-WTE-9429-OE

2024-WTE-9430-OE

Although the proposals would not have a substantial adverse impact on operations for MRJ as defined by JO 7400.2, par. 6-3-5., construction of wind turbines near controlled airspace may encroach upon future airport improvements, aeronautical services and/or flight procedures development. Airport environs can only be protected through such means as local zoning ordinances or acquisition of property rights. The FAA highly encourages the public and private airport owners/operators to work with the developers and their local land use, zoning, or building authorities to promote compatible land use through zoning or building regulations.

- c. NAVAIDs/Radar Effects The aeronautical study identified the proposed turbines as being within the RLOS of the QJO, CARSR as described above. Impacts to radar only require a review by the responsible ATC facility and military services. Further study determined the structures would have no substantial adverse effect on military or air traffic operations at this time.
- d. Cumulative Effect The cumulative impact of the proposed structures, when combined with other proposed and existing structures, is not considered to be significant. This proposal would be located east-southeast of an adjacent existing wind farm. The study did not disclose any substantial adverse effect on existing or proposed public-use or military airports or navigational facilities, nor would the proposals affect the capacity of any known existing or planned public-use or military airport.
- e. Military Airspace The aeronautical study included a review by the Army, Navy, Air Force, Department of Defense (DOD) and Department of Homeland Security (DHS). In accordance with JO 7400.2, Par. 6-3-6-f., military personnel are responsible for evaluating the effect on airspace and routes used by the military. The Air Force and DOD identified the proposals as being located within the confines or near a military radar line of sight. Additional or taller structures which encroach upon radar line of sight may result in mission impacts that warrant further study.

6. DETERMINATION

It is determined that the proposed construction would not have a substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on any air navigation facility and would not be a hazard to air navigation providing the conditions set forth in this determination are met.



ACRONYMS & ABBREVIATIONS

AGL, Above Ground Level

AMSL, Above Mean Sea Level

ARP, Airport Reference Point

ARSR, Air Route Surveillance Radar

ARTCC, Air Route Traffic Control Center

ASN, Aeronautical Study Number

ASR, Airport Surveillance Radar

ATC, Air Traffic Control

ATCT, Air Traffic Control Tower

CARSR, Common Air Route Surveillance Radar

CAT, Category

CFR, Code of Federal Regulations

CG, Climb Gradient

DA, Decision Altitude

DME, Distance Measuring Equipment

FAA, Federal Aviation Administration

FUS, Fusion

GPS, Global Positioning System

IAF, Initial Approach Fix

IAP, Instrument Approach Procedure

ICA, Initial Climb Area

IFR, Instrument Flight Rules

INT, Intersection

LAT, Latitude

LNAV, Lateral Navigation

LOC, Localizer

LONG, Longitude

LP, Localizer Performance

LPV, Localizer Performance with Vertical Guidance

MDA, Minimum Descent Altitude

MEA, Minimum En route Altitude

MET, Meteorological Evaluation Tower

MIA, Minimum IFR Altitude

Min, Minimum

MOCA, Minimum Obstruction Clearance Altitude

MSA, Minimum Safe Altitude

MSL, Mean Sea Level

MVA, Minimum Vectoring Altitude

NA, Not Authorized

NAS, National Airspace System

NAVAID, Navigational Aid

NDB, Non-Directional Radio Beacon

NEH, No Effect Height

NM, Nautical Mile

NOTAM, Notice to Airmen

NPF, Notice of Preliminary Findings

OCS, Obstacle Clearance Surface

OE, Obstruction Evaluation

OEG, Obstruction Evaluation Group

Part 77 - Title 14 Code of Federal Regulations (CFR) Part 77, Safe, Efficient Use and Preservation of the Navigable Airspace.

P-NOTAM, Permanent Notice to Airmen

RLOS, Radar Line of Sight

RNAV, Area Navigation

RNP, Required Navigation Performance

RWY, Runway

S-, Straight-in

SE, Site Elevation

S-LOC, Straight-in Localizer

SM, Statute Miles

Std., Standard

TAA, Terminal Arrival Area

TACAN, Tactical Air Navigation System

TERPS, Terminal Instrument Procedures

TPA, Traffic Pattern Airspace

TRACON, Terminal Radar Approach Control

V, Victor Airway

VFR, Visual Flight Rules

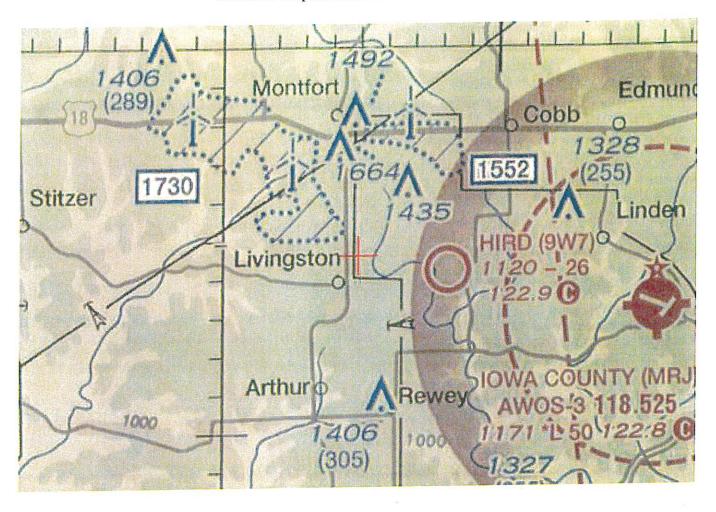
VHF, Very High Frequency

VOR, VHF Omnidirectional Radio Range System

VORTAC, VOR/TACAN System

WTE, Wind Turbine East

WTW, Wind Turbine West



LAND LEASE AGREEMENT EXTENSION

Document Number

Document Title

The attached agreement is for a five-year extension to an existing land lease agreement for real property within the lowa County Airport for the purpose of a Private Onsite Wastewater Treatment System for the University of Wisconsin Hospital and Clinics Authority. The original lease agreement was recorded with the lowa County Register of Deeds on January 10, 2019, Document Number 359836.

371667

RECORDED

Dodgavilla WI 53533

February 23, 2021 1:10 PM

Taylor J. Campbell

Iowa County Register of Deeds

Iowa County, Wisconsin

FEES:\$30.00

Pages: 4

Recording Area

Name and Return Address
Iowa County Highway Department
c/o Craig Hardy
1215 N BeQuette St
Dodgeville, Wi, 53533

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

IOWA COUNTY AIRPORT LAND LEASE FOR PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM EXTENSION

THIS AIRPORT LAND LEASE AGREEMENT EXTENSION for a Private Onsite Wastewater Treatment System is made and entered into this day of Hebruay, 2021; by and between Iowa County, a political subdivision of the State of Wisconsin, hereinafter referred to as "Lessor", and University of Wisconsin Hospitals and Clinics Authority, hereinafter referred to as "Lessee";

WHEREAS, Lessor owns and operates the Iowa County Airport, hereinafter referred to as "Airport", located at 3151 State Road 39, Mineral Point, WI 53565;

WHEREAS, the Lessor and Lessee have an existing agreement dated March 17, 2017 with an effective Commencement date of April 1, 2016 and wish to extend the initial terms and conditions of the contract agreement per the Option to Extend of Subsection 2.2 of the original agreement for a period of five (5) consecutive years:

April 1, 2021 thru March 31, 2026.

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NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Lessor and Lessee agree as follows:

TERM, RENEWAL, MODIFICATION, AND TERMINATION

- 1. The initial terms of the Agreement are hereby recognized to remain in full force and affect, unchanged from the original recorded at the Iowa County Registrar's Office as Document #359836, recorded on January 10, 2019; pages 31 inclusive.
- 2. The timeframe for extension is hereby agreed to as five (5) years in accordance with the original document in subsection 2.2 Option to Extend on page 3 of the recorded document listed above. The terms of the extension shall be from April 1, 2021 through March 31, 2026.
- 3. The original agreement shall remain in full force and effect until March 31, 2026, then; per the original agreement an additional extension of five (5) years may be considered if mutually agreed to by the parties.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of the date first written above:

IOWA COUNTY

By: Kristy K. Spurley, Iowa County Clerk

222 N. Iowa Street

Dodgeville, WI 53533

As authorized by Iowa County Airport Commission action on December 16, 2020.

Subscribed and sworn to before me this 2 day of February, 2021.

(Name of notary public) Megan Currie

Notary Public, State of Wisconsin

My commission expires: 10/30/2021

OF WISCOMMINIMATION OF WIS

UNIVERSITY OF WISCONSIN HOSPITALS AND CLINICS AUTHORITY

By: Elizabeth L Douglas

VP Facilities and Support Services

UW Health

600 Highland Ave.

Madison, WI. 53792-1545

Subscribed and sworn to before me

this 29 day of January, 2021.

(Name of notary public)

SOLANGE M CAMPOS

Notary Public
State of Wisconsin

Notary Public, State of Wise

My commission expires: 05/04/2

Enclosure: Original Agreement Document #359836.

AIRPORT LAND LEASE FOR PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM

This Airport Land Lease for Private Onsite Wastewater Treatment System ("Lease"), is made and entered into on the date indicated below by and between Iowa County, Wisconsin ("Lessor"), a municipal corporation, and the University of Wisconsin Hospitals and Clinic Authority ("Lessee"), having an office at 600 Highland Avenue, Madison, Wisconsin, 53792.

WHEREAS, Lessor owns and operates an airport known as the Iowa County Airport located in Iowa County, Wisconsin; and

WHEREAS, Lessee wishes to lease from Lessor a certain parcel of land at the airport, more fully described below, for the purpose of installing, operating, and maintaining a Private Onsite Wastewater Treatment System ("POWTS");

NOW, **THEREFORE**, for and in consideration of the covenants and agreements contained herein, Lessor and Lessee hereby agree to the following Lease terms and conditions:

SECTION 1: PREMISES

- 1.1 Property Description. The property subject to this Lease is that portion of the Iowa County Airport located in the SW ¼ of the SW ¼ in Section 23, Township 5 North, Range 2 East, Town of Linden, Iowa County, Wisconsin, which is required for Lessee's POWTS mound drainfield consisting of a plot 32 feet by 78.25 feet for a total of 2,504 square feet, plus such other portions of that parcel which are required for connection of the drainfield to Lessee's septic tank, as more particularly described in the Plot Plan and Location Map attached hereto as Exhibit 1.
- 1.2 <u>Lessee's Access to Premises</u>. Lessee shall have access to the Premises at all times during the term of this Lease for the purposes of installing, operating, and maintaining the POWTS that is the subject of this Lease.
- 1.3 <u>Lessor's Reservations in the Premises</u>. Lessor reserves the right to access the Premises at any reasonable time for necessary airport operations, for servicing of the Premises as may be required, and for any inspection necessary for the enforcement of any covenants or conditions of this Lease. Lessor's access of the Premises shall not unreasonably interfere with the Lessee's access to, use and enjoyment of, or business conducted on the Premises.

SECTION 2: TERM

2.1 Original Term. The term of this Lease shall be for a period of five years commencing on the first of the month after Lessee's Work is complete but no later than April 1, 2016 (such date being hereinafter called the "Commencement Date"), and shall expire on the last day of the fifth (5th) consecutive full Lease Year thereafter (the "Expiration Date"), unless sooner terminated as provided herein. The parties shall execute a written instrument evidencing the Commencement Date once such date is determined as set forth herein. The term "Lease

LAND LEASE AGREEMENT FOR ON SITE WASTE WATER TREATMENT

Document Number

Document Title

The attached agreement is for a land lease of property within the lowa County Airport for a Private Onsite Waste Water Treatment System for the University of Wisconsin Hospitals and Clinics Authority.

359836

RECORDED

Dodgeville WI 53533

January 10, 2019 11:20 AM

Dixie L Edge

Iowa County Register of Deeds

Iowa County, Wisconsin

FEE5:\$30.00

Pages: 31

Recording Area

Name and Return Address
Iowa County Highway Department
c/o Craig Hardy
1215 N BeQuette St
Dodgeville, Wi. 53533

Parcel Identification Number (PIN)

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This information must be completed by submitter: <u>document title, name & return address, and PIN (if required)</u>. Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

AIRPORT LAND LEASE FOR PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM

This Airport Land Lease for Private Onsite Wastewater Treatment System ("Lease"), is made and entered into on the date indicated below by and between Iowa County, Wisconsin ("Lessor"), a municipal corporation, and the University of Wisconsin Hospitals and Clinic Authority ("Lessee"), having an office at 600 Highland Avenue, Madison, Wisconsin, 53792.

WHEREAS, Lessor owns and operates an airport known as the Iowa County Airport located in Iowa County, Wisconsin; and

WHEREAS, Lessee wishes to lease from Lessor a certain parcel of land at the airport, more fully described below, for the purpose of installing, operating, and maintaining a Private Onsite Wastewater Treatment System ("POWTS");

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, Lessor and Lessee hereby agree to the following Lease terms and conditions:

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- 1.1 Property Description. The property subject to this Lease is that portion of the Iowa County Airport located in the SW ¼ of the SW ¼ in Section 23, Township 5 North, Range 2 East, Town of Linden, Iowa County, Wisconsin, which is required for Lessee's POWTS mound drainfield consisting of a plot 32 feet by 78.25 feet for a total of 2,504 square feet, plus such other portions of that parcel which are required for connection of the drainfield to Lessee's septic tank, as more particularly described in the Plot Plan and Location Map attached hereto as Exhibit 1.
- 1.2 <u>Lessee's Access to Premises</u>. Lessee shall have access to the Premises at all times during the term of this Lease for the purposes of installing, operating, and maintaining the POWTS that is the subject of this Lease.
- 1.3 <u>Lessor's Reservations in the Premises</u>. Lessor reserves the right to access the Premises at any reasonable time for necessary airport operations, for servicing of the Premises as may be required, and for any inspection necessary for the enforcement of any covenants or conditions of this Lease. Lessor's access of the Premises shall not unreasonably interfere with the Lessee's access to, use and enjoyment of, or business conducted on the Premises.

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Year" shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the Commencement Date. Each succeeding Lease Year shall begin on the anniversary of the Commencement Date.

2.2 Option to Extend. If Lessee is not in default under the terms and conditions of this Lease, then Lessee shall have the option to extend this lease for additional terms of five (5) years each at the expiration of the original lease term and each extension thereof, subject to renegotiation of the rental rate at the expiration of each term as indicated in Section 3.2 below.

SECTION 3: RENT

- 3.1 Rent. Lessee agrees to pay to Lessor for the use of the Premises under the terms and conditions of this Lease a yearly rental rate of 10.5 cents (\$.105) per square foot for the drainfield land leased for a total annual charge of \$262.92 (i.e. 2,504 square feet x 10.5 cents/square foot). The full annual payment shall be paid on or before the Commencement Date and annually thereafter.
- 3.2 Adjustment of Rental Rate. It is understood and agreed that the rental rate specified above shall be subject to reexamination and adjustment based on the applicable recognized economic index at the end of each Lease term. Any future adjustment of the rental rate shall be memorialized in writing as an addendum to this Lease.

SECTION 4: CONSTRUCTION

- 4.1 <u>License to Enter Premises</u>. Prior to Lessor's delivery of the Premises, Lessor agrees to make the Premises available to Lessee and hereby grants Lessee and its agents a license to enter upon the Premises for the express and limited purpose of completing the installation and connection of Lessee's POWTS. Lessee shall cooperate with Lessor with regard to safety and scheduling issues relating to the concurrent use of the Premises by Lessor and by Lessee in completing the POWTS installation and connection.
- **4.2** <u>Lessee's Work.</u> Lessee shall, at Lessee's expense, perform all additional work and supply all fixtures, special equipment, and other items necessary for the completion of the POWTS and Lessee's intended use of the Premises ("Lessee's Work").

Lessee's Work, including but not limited to, plans and specifications for the POWTS, approval documents, and Lessee's contracts with Lessee's contractors ("Lessee's Work Documents"). Lessee shall not commence any construction on the Premises without Lessor's prior written approval of Lessee's Work Documents, which approval shall not be unreasonably delayed or withheld.

Lessee's Work shall be completed in accordance with the following requirements:

- (a) Lessee shall, at Lessee's expense, obtain all permits, approvals and licenses necessary to undertake Lessee's Work and shall perform Lessee's Work in accordance with all applicable federal, state, and municipal regulations;
- (b) Lessee's Work shall comply with the January 4, 2016, Conditional Approval letter issued by the Wisconsin Divisions of Industry Services, a copy of which is attached hereto as Exhibit 2, the plans and component manuals referenced therein, and any subsequently approved modification of those plans.
- (c) Upon Lessee's entry to the Premises for the purpose of conducting Lessee's Work, Lessee shall diligently complete Lessee's Work in accordance with Lessee's Work Documents;
- (d) Lessee shall fully, promptly and timely pay any amounts due contractors employed by Lessee to perform Lessee's Work, so as to prevent any liens or claims of lien from arising or being filed, shall immediately discharge any and all liens or claims of lien arising from Lessee's Work, and shall provide Lessor with periodic proof of such payment, including partial lien waivers, and with a final lien waiver upon final payment for Lessee's Work; and
- (e) Lessor agrees to Lessee's use of Kraemer Brothers Construction as its POWTS contractor and Jewell Associates as its site architect.

SECTION 5: REPAIR, REPLACEMENT, ADDITIONS, AND ALTERATIONS

S.1 Repair, Replacement, and Maintenance by Lessee. Lessee shall, at its sole cost and expense, perform all repairs, replacements, and maintenance on those portions of the POWTS that are the subject of this Lease as are necessary to maintain the same in good repair and condition in accordance with the standards followed generally by the owners/users of a POWTS in the State of Wisconsin.

After receiving notice of the need for repairs, replacements or maintenance, Lessee shall complete the same within a reasonable time. In the event Lessor contracts for or undertakes repair, replacement, and maintenance which are Lessee's obligations hereunder, Lessee shall be obligated to immediately reimburse Lessor for the costs thereof, provided Lessor gave Lessee ten (10) business days' notice of the need for such repair, replacement, and maintenance and Lessee failed to undertake such repairs, replacement, or maintenance within a reasonable time thereafter.

- 5.2 Additions and Alterations by Lessee. Upon completion of the Construction described in Section 4 above, Lessee shall make no structural alterations or structural additions of any kind in or to the Premises and the POWTS without first obtaining Lessor's prior written consent.
- **5.3.** Soil Conditions. Lessor makes no representations that the soil and subsurface conditions of the Premises are of a type and in a condition that the same are suitable for the excavation, construction, and placement of the improvements and structures constituting Lessee's Work.

SECTION 6: ENVIRONMENTAL COVENANTS

- 6.1 <u>Definitions</u>. In this Lease, "Environmental Laws" means any federal, state and local laws including statutes, regulations, rulings, orders, administrative interpretations, guidance documents or memoranda and other governmental restrictions and requirements relating to the creation or discharge of medical waste, solid waste or process wastewater or otherwise relating to the environment or Hazardous Substances (as defined herein), and "Hazardous Substances" means any medical waste, hazardous waste, substance or material; air or water pollutant (including, without limitation, mold, bacteria, fungi, viruses and spores); asbestos or asbestos containing material pollutant; solid, liquid, gaseous, or thermal irritant or contaminant (such as smoke, vapor, soot, fumes, acids, alkalis, chemicals, oils, solvents or waste, including materials to be recycled in the future, reconditioned or reclaimed); polychlorinated biphenyl (in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils or any other device or form); or urea formaldehyde foamed in place insulation; all as may be defined or included under Environmental Laws.
- **Lessee's Environmental Covenants.** Lessee covenants and agrees, during the entire term of this Lease:
 - (a) To timely comply with all applicable Environmental Laws applicable to Lessee's use and occupancy of the Premises;
 - (b) To provide Lessor, immediately upon Lessee's receipt, with copies of any document from any source asserting or alleging a violation upon the Premises by Lessee of any Environmental Laws, or asserting or alleging a circumstance or condition upon the Premises which may require a financial contribution by Lessee or a cleanup, remedial action or other response, including investigation, by or on the part of Lessee under any Environmental Laws;
 - (c) To permit Lessor, in the event Lessor has reasonable cause to believe that there exists a condition or circumstance created by Lessee, its employees, or invitees during the term of this Lease warranting an environmental inspection or audit, to retain an architect, environmental consultant or professional engineer selected by Lessor to perform an environmental inspection and/or audit of the Premises to evaluate Lessee's compliance with Environmental Laws, and to test for Hazardous Substances on the Premises, and for risks associated with exposure to Hazardous Substances. Lessee shall permit Lessor and its employees and agents access to the Premises for the performance of the environmental inspection and/or audit_subject to Section 11.1(a); and
 - (d) At Lessee's sole expense, to remove or contain any Hazardous Substances on the Premises that were brought onto the Premises by Lessee, its employees, or invitees during the term of this Lease, or to perform other investigation or remediation or corrective action as required by any environmental laws or regulatory authority involving any Hazardous Substances on the Premises that were brought onto the Premises by Lessee.

6.3 Lessor's Environmental Covenants. Lessor covenants and agrees as follows:

- (a) Lessor represents to the best of its knowledge that prior to the commencement of Lessee's Work, the Premises shall be free of any Hazardous Substances (as defined in Section 6.1) at levels that violate Environmental Laws (as defined in Section 6.1), and Lessor will now and forever after the termination of this Lease hold Lessee harmless and indemnify Lessee from and against any and all claims, damages or costs arising from a breach of this representation or from Lessor's violation of this Section 6.3.
- (b) Lessor shall provide Lessee, immediately upon Lessor's receipt, with copies of any document from any source asserting or alleging a violation upon the Premises of any Environmental Laws.
- (c) If, during the term of this Lease, any Hazardous Substances are found on the Premises at levels that violate Environmental Laws, and not caused by Lessee, then Lessor shall, as soon as possible after receipt, take such action as may be necessary to render the Premises safe.
- (d) Lessor shall provide copies of any testing for Hazardous Substances it does upon the Premises to Lessee.
- (e) Upon Lessee's reasonable determination that unsafe Hazardous Materials exist upon the Premises at levels that violate Environmental Laws and that affect Lessee's quiet enjoyment of the Premises, Lessee may vacate the Premises until such time as the Hazardous Materials have been repaired or remediated to the standard required by the Environmental Laws. If Lessee vacates the Premises during the repair or remediation process, Lessor shall abate rent during the period of time Lessee is not in occupancy of the Premises. In the event the Lessor fails to repair or remediate the Hazardous Materials within ninety (90) days, this Lease may, by written notice to the Lessor, be canceled by notice given by Lessee to Lessor within 150 days of vacating the Premises, and Lessor shall thereafter not have any claim against Lessee due to cancellation of this Lease.

SECTION 7: ABANDONMENT, REMOVAL, MOVEMENT, OR TRANSFER OF POWTS

- 7.1 Expiration or Termination of Lease. Within seven (7) days of the expiration of or early termination of this Lease, Lessor may, at its sole option, require Lessee to abandon, remove, or transfer ownership of the POWTS to Lessor. Abandonment or removal of the POWTS shall comply with all applicable federal, state, and municipal regulations, and any and all costs associated with the abandonment or removal of the POWTS shall be the sole responsibility of Lessee.
- 7.2 Airport Layout Plan and Development. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. Lessor also reserves the right to carry out its obligations under any agreements with the Federal Government regardless of the desires or view of the Lessee, and without interference or hindrance. Lessee further acknowledges the

existence and its review of an Airport Layout Plan that designates current and potential future uses of the airport premises by Lessor.

Should the POWTS installed, operated, and maintained by Lessee conflict with future uses of the airport by Lessor, then Lessor may, at its sole option, require Lessee to abandon, remove, or move the POWTS. Abandonment, removal, or movement of the POWTS shall comply with all applicable federal, state, and municipal regulations, and any and all costs associated with the abandonment, removal, or movement of the POWTS shall be the sole responsibility of Lessee.

SECTION 8: WAIVERS, INDEMNITY, AND INSURANCE

- 8.1 <u>Hold Harmless by Lessee</u>. Lessee shall be responsible for all loss, cost, expense and liability whatsoever (including reasonable attorneys' fees) to the extent the same results or arises as a result of: Lessee's Work; Lessee's use or occupancy of the Premises; Lessee's default under this Lease; and any loss, cost, expense or liability resulting or occurring from the negligence or willful acts or omissions of Lessee.
- 8.2 <u>Hold Harmless by Lessor</u>. Lessor shall be responsible for all claims, actions, loss, damages, costs, expense or any other liability whatsoever (including reasonable attorneys' fees) to the extent the same results from or arises as a result of Lessor's default under this Lease or any loss, cost, expense or liability resulting or occurring from the negligent or willful acts or omissions of Lessor.
- 8.3 Commercial General Liability and Umbrella Insurance by Lessee. Lessee shall maintain, at Lessee's expense, a commercial general liability policy insuring Lessee's use and occupancy of the Premises, the Building and the Property with minimum limits of liability of \$1,000,000 each occurrence, and \$2,000,000 aggregate. Lessee shall maintain, at Lessee's expense, an umbrella liability insurance policy insuring Lessee's use and occupancy of the Premises with minimum limits of liability of \$5,000,000 each occurrence and aggregate.
- **8.4** Property Insurance by Lessee. Lessee shall maintain, at Lessee's expense, a special form or "all-risk" property insurance policy insuring Lessee's improvements and personal property on the Premises. Such insurance shall be underwritten on a full replacement cost basis.
- 8.5 Applications to Lessee's Insurance Policies. Lessee shall endorse Lessor as an additional insured under its commercial general liability insurance policy. Lessee's obligation to carry insurance as provided in this Section 13 shall commence on the Commencement Date. Lessee's obligation to carry such insurance shall thereafter continue throughout the Lease Term.
- **8.6** <u>Certificates of Insurance Policies</u>. Lessee shall provide to Lessor certificates evidencing the insurance required under this Section 8 at the request of Lessor.
- **8.7** <u>Insurance Policy Requirements.</u> All insurance policies required by this Section 8 shall be issued by an insurer licensed to do business in the State of Wisconsin.

SECTION 9: ASSIGNMENT, SUBLETTING, AND TRANSFERS

9.1 <u>Sublease or Assignment.</u> Lessee may not sublet or assign the Premises, the POWTS, or any portion thereof without the prior written consent of Lessor. If Lessee wishes to enter into a sublease or assignment agreement, Lessee shall first provide to Lessor the name, address and financial statement, together with such other information as Lessor may reasonably require concerning the proposed assignee, sublessee, licensee, or any proposed guarantor of the Lease. Lessee may, at its option, redact information pertaining to the Rental Rate and other financial information contained in the sublease or assignment document.

If a sublease or assignment is approved by Lessor, then Lessee shall provide Lessor with a copy of the final sublease or assignment once executed. Any prior written consent by Lessor to any assignment or subletting, or to the operation by a licensee, shall not constitute a waiver or the necessity for such prior written consent to any subsequent assignment or subletting or operation by a licensee. Any merger, consolidation or liquidation of Lessee, any transfer of any percentage interest in Lessee, or any other transfer of this Lease by operation of law or otherwise shall constitute an assignment of this Lease.

SECTION 10: DEFAULT

- 10.1 <u>Lessee's Default</u>. The occurrence of any one or more of the following events shall constitute "Lessee's Default" under this Lease:
 - (a) Lessee's failure to pay Rent within 30 days after the due date or more than ten (10) business days after Lessor gives notice to Lessee of such failure;
 - (b) Lessee's failure to meet any other obligations under this Lease which continues for more than thirty (30) calendar days after Lessor gives notice to Lessee of such failure, except where the failure cannot be remedied within thirty (30) calendar days of Lessor's notice, and Lessee commences to remedy such default within that period and thereafter diligently pursues correction thereof, in which event the time to remedy such failure shall be extended to the time reasonably required;
 - (c) The filing by Lessee of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization; or
 - (d) The commencement of a proceeding for dissolution of Lessee or the filing by Lessee of a petition for appointment of a receiver.
- 10.2 <u>Lessor's Remedies</u>. In the event of Lessee's Default, and without further notice to Lessee, Lessor may do any or all of the following:
 - (a) Terminate this Lease, and the obligations of Lessor hereunder shall immediately cease as of the date of such termination. Lessor shall have the right to immediately recover from Lessee all Rent due through the date of such termination, plus any actual damages incurred by Lessor due to Lessee's Default, and any other remedies at law or in equity which may be provided by a court of competent jurisdiction.

- (b) All sums payable by Lessee to Lessor under this Lease, if not paid when due, shall accrue interest at the rate of four percent (4.0%) per annum from their due date until paid. All rights and remedies of Lessor enumerated in this Section 17 or elsewhere in this Lease shall be cumulative, and none shall exclude any other remedies allowed in this Lease, at law or in equity. No failure of Lessor to enforce rights or remedies upon Lessee's Default shall prejudice or affect the rights of Lessor upon any subsequent or similar Lessee's Default.
- (c) At Lessor's option, and without further process, Lessor may require Lessee to abandon or remove the POWTS as set forth in Section 7.1 of this Lease.
- 10.3 Lessor's Default. Lessor's failure to meet any of its obligations under this Lease, which continues for more than thirty (30) calendar days after Lessee gives notice to Lessor of such failure, shall constitute "Lessor's Default" under this Lease, except where the failure cannot be remedied within thirty (30) calendar days of Lessee's notice, and Lessor commences to remedy such default within that period and thereafter diligently pursues correction thereof, in which event the time to remedy such failure shall be extended to the time reasonably required.
- 10.4 Lessee's Remedies. In the event of Lessor's Default, Lessee shall have the right to recover from Lessor actual damages incurred by Lessee due to Lessor's Default, and any other remedies at law or in equity which may be provided by a court of competent jurisdiction.

SECTION 11: NOTICES

Any notice required to be given by or on behalf of either party to the other shall be written, addressed to each party as shown below, and deemed given upon personal delivery, or on the next business day when deposited with an overnight carrier for overnight delivery, or three (3) days after being deposited in the U.S. mail for mailing by registered or certified mail, postage pre-paid, return receipt requested.

To Lessor:

Iowa County Airport Manager

3151 State Road

Mineral Point, WI 53566

With Copies: Iowa County Corporation Counsel

222 North Iowa Street Dodgeville, WI 53533

To Lessee:

University of Wisconsin Hospitals and Clinics Authority

Attn: Mike Grady 600 Highland Avenue Madison, WI 53792-8360



With Copies: University of Wisconsin Hospitals and Clinics Authority

Attn: Legal Services 600 Highland Avenue Madison, WI 53792-8360

SECTION 12: MISCELLANEOUS

- 12.1 <u>Accord and Satisfaction</u>. No payment by Lessee or receipt by Lessor of a lesser amount than Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Rent or pursue any other remedy provided for in this Lease or available at law or in equity.
- 12.2 <u>Waiver</u>. No waiver of any condition or legal right or remedy shall be implied by the failure of either party to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing, signed by the party against whom the waiver is asserted. No waiver by either party of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant.
- 12.3 No Partnership. Lessee does not, by virtue of this Lease, in any way or for any purpose, become a partner of Lessor in the conduct of its business, or otherwise, or joint venturer, or a member of a joint enterprise with Lessor.
- 12.4 <u>Section Headings</u>. Section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.
- 12.5 <u>Lease Inures to Benefit of Assignees</u>. This Lease and all of the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns, respectively, of the parties hereto, provided, however, that no assignment by, from, through or under Lessee in violation of the provisions hereof shall vest in the assigns any right, title or interest whatever.
- 12.6 Entire Agreement. This Lease and the exhibits attached hereto set forth all of the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon the parties unless in writing and signed by them.
- 12.7 <u>Surrender and Holding Over</u>. Lessee shall deliver up and surrender to Lessor possession of the Premises upon the expiration or termination of this Lease in as good condition and repair as the same shall be at the commencement of the term, subject to the requirements of Section 7 of this Lease. Should Lessee remain in possession of the Premises after

expiration or termination of this Lease without Lessor's approval, no tenancy or interest in the Premises shall result therefrom, but such holding over shall be an unlawful detainer and Lessee shall be subject to immediate eviction and removal, and Lessee shall, upon demand, pay to Lessee, at Lessor's option, as rent, a sum equal to one and one-quarter (1.25) times the Rent as specified herein and prorated for the hold over period. Lessee shall remain subject to the requirements of Section 7 of this Lease notwithstanding payment for such holding over.

- 12.8 <u>Severability</u>. In the event that any provision of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included herein, and the balance of this Lease shall continue in effect in accordance with its terms.
- **Applicable Law.** This Lease and the rights and obligations of the parties arising hereunder shall be construed in accordance with the laws of the State of Wisconsin.
- **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.
- **12.11** Consent. Lessor and Lessee agree that whenever the prior written consent, approval, or permission of a party is required by a provision of this Lease, such consent, approval, or permission shall not be unreasonably withheld nor unduly delayed.
- 12.12 <u>Force Majeure</u>. If either party is delayed from the performance of any act required hereunder (except the payment of money) by reason of labor troubles, inability to procure materials, casualty, failure of power, restrictive governmental regulations, riots, insurrection, war or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for the period of the delay.
- **Authorization to Sign Lease.** Each party warrants and represents that it is authorized to enter into this Lease, that the person signing on its behalf is duly authorized to execute this Lease, and that no other signatures or authorizations are necessary.
- **12.14** Exhibits. All Exhibits identified in the text of this Lease are expressly incorporated herein by reference.
- 12.15 <u>Dispute Resolution and Venue</u>. Lessor and Lessee pledge to negotiate in good faith to resolve any dispute, controversy, or claim that arises under this Lease. Prior to any formal litigation, the parties shall first attempt to resolve the dispute through informal mediation conducted by a mediator agreed upon by the parties. If informal mediation fails, then the parties may, if mutually agreed upon, submit the dispute to arbitration in accordance with the rules of the American Arbitration Association, in which case judgment rendered by the



arbitrator(s) shall be final and binding on the parties. If the parties instead choose to litigate, then the parties agree that venue shall be in the Wisconsin state circuit court in Iowa County, Wisconsin.

12.16 <u>Superseding Agreement</u>. This Lease supersedes and replaces any and all previous agreements between the parties.

Recommended by the Iowa County Airport Commission of the Iowa County Airport Co	Sion: AM July Amolt Charles
IN WITNESS WHEREOF, the above parties have lay of, 2017. In County, Wisconsin.	the City of heads and seals this 27 the
Reven & King Witness	Mtall Witness

LESSOR:
By: Cong Klusendorf, Iowa County Clerk Greg Klusendorf, Iowa County Clerk
Subscribed and sworn to before me this day of, 2017.
Notary Public My Commission Expires:
LESSEE:
By: State & Dougla TITLE: Interior VP FACILITIES
Subscribed and sworn to before me this 25 day of $4pril$, 2017.
Mary K Therse Notary Public My Commission Expires: 9 - 8 - 2019
My Commission Expires: 9 - 8 - 2019



PLOT PLAN

PLUMBER'S SIGNATURE:	MP/MPRSW#:	DATE:
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CLIENT: IOWA COUNTY AIRPORT, KEVIN KING, MGR.

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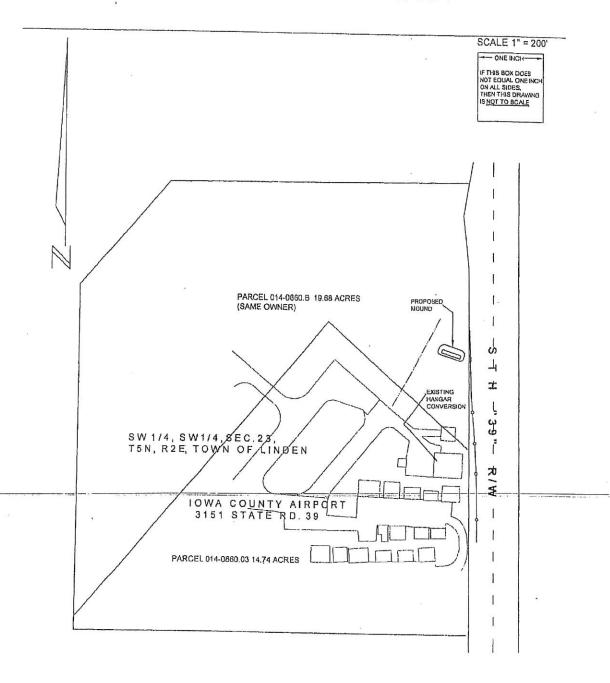
SW 1/4, SW 1/4, S 23, T 5 N, R 2 E, TOWN OF LINDEN, IOWA COUNTY - ONE INCH SCALE 1" = 40' IF THIS BOX DOES □= SOIL BORING NOT EQUAL ONE INCH ON ALL BIDES, THEN THIS DRAWING S NOT TO SCALE ALL TREATMENT TANKS ARE: ≥5' FROM BLDG. ≥2' FROM LOT LINE ≥25' FROM WELL VENT FOR LIFT PROPOSED 32' x 78.25' STATION IS MOUND DRAINFIELD ≥10' FROM ANY 0 (CELL ELEV. = 84.43") DOOR, WINDOW OR FRESH AIR THE AREA OF THE DRAINFIELD AND 15' INTAKE DOWNSLOPE SHALL BE UNDISTURBED. NO VEHICULAR TRAFFIC ALLOWED. NO EXCAVATION OR COMPACTION OF SOIL MINIMUM OF 1.5 FEET OF BACKFILL SOIL AS COVER OVER PIPING. 01 NO DIPS IN PIPE I 310' OF 3" PVC, SCHED 40 FORCE MAIN THERE IS ONLY 0' OF FORCE MAIN BACK FLOW WITHIN THE PUMP TANK ca 0 ; FORCE MAIN DRAINS TO MOUND CELL FROM TANK EXIT 70 BM = TOP OF DRIP CAP @ BOTTOM OF SIDING @ CORNER ELEV. = 100.0 HANGAR COMB. TANK BY DALMARAY 1250 GAL. SEPTIC TANK* 750 GAL LIFT STATION 4"PVC BLDG, SEWER - SCH 40 OR AIRPLANE ASTM D3034, FROST PROPFED AS PER SPS 382,30(11)(c)2. DRIVE AND PARKING CLEAN OUT W/FROST SLEEVE EXISTING HANGAR TO BE CONVERTED TO PILOT (TEMPORARY USE) SHIFT LAYOVER FACILITY/OFFICE** SHED USE DSPS CODE SIZING for: PROPOSED USE OSPS CODE SIZING for:

3 APARTIKENTS @ ISOgpt = 450 gpd
3 FLOOR DRAINS (serving 2 ballimonts
and 1 mechanical room) 數 37.5 GPO
= 1125 gpd
TOTAL DESIGN FLOY/= 582.5 gpd WELL "facility has a common kilchen for in-facility use only, two ballyrooms and 1 shower. Sanlary wastewater only. EXHIBIT PENGAD 800-631-6989 'SEPTIC TANK HAB APPROVED EFFLUENT FILTER (OR LIFT STATION HAS "SIMTECH MODEL STF" 100 OR EQUIV.) AND IS VENTED OVER THE INLET BAFFLE OR IN THE MANHOLE COVER. TANK COVERS LOCATED AT OR ABOVE GRADE SHALL HAVE A LOCKING OGVICE AND REMAIN LOCKED EXCEPT FOR CLEANING, MAINTENANCE OR INSPECTION PURPOSES

LOCATION MAP

CLIENT: IOWA COUNTY AIRPORT. KEVIN KING, MGR.

PAGE 2 OF 7





DIVISION OF INDUSTRY SERVICES
3824 CREEKSIDE LN
HOLMEN WI 54636-9466
Contact Through Relay
http://dsps.wi.gov/programs/industry-services
www.wisconsin.gov

Scott Walker, Governor Dave Ross, Socretary

January 04, 2016

CUST ID No. 223300

JEFFREY L HAMMES HAMMES CERTIFIED SOIL TESTING 820 WILLIAMSON ST APT 401 MADISON WI 53703-4585

CONDITIONAL, APPROVAL PLAN APPROVAL EXPIRES: 01/04/2018

SITE:

Iowa County Airport 3151 Hwy 39 Town of Linden Iowa County SW1/4, SW1/4, S23, T5N, R2E

EOD.

Description: Commercial Mound System / 10% slope

Object Type: POWTS Component Manual Regulated Object ID No.: 1581230

Maintenance required; 563 GPD Flow rate; 20 in Soil minimum depth to limiting factor from original grade System(s): Mound Component Manual - Ver. 2.0, SBD -10691-P (N.01/01, R. 10/12), Pressure Distribution Component Manual - Ver. 2.0, SBD-10706-P (N.01/01, R. 10/12); Effluent Filter

The submittal described above has been reviewed for conformance with applicable Wisconsin Administrative Codes and Wisconsin Statutes. The submittal has been CONDITIONALLY APPROVED. This system is to be constructed and located in accordance with the enclosed approved plans and with any component manual(s) referenced above. The owner, as defined in chapter 101.01(10), Wisconsin Statutes, is responsible for compliance with all code requirements.

No person may engage in or work at plumbing in the state unless licensed to do so by the Department per s.145.06, stats.

The following conditions shall be met during construction or installation and prior to occupancy or use:

Reminders

- A sanitary permit must be obtained from the county where this project is located in accordance with the requirements of Sec. 145.19, Wis. Stats.
- Inspection of the private sewage system installation is required. Arrangements for inspection shall be made with the designated county official in accordance with the provisions of Sec. 145.20(2)(d), Wis. Stats.
- A state approved effluent filter is required. Maintenance information must be given to the owner of the tank
 explaining that periodic cleaning of the filter is required. Access to the filter for cleaning must be provided
 per SPS 384 product approval conditions.
- · All POWTS component piping material shall be SPS 384, Wis. Adm. Code compliant.
- The area within 15' downslope of the dispersal cell shall remain undisturbed. Vehicular traffic, excavation or soil compaction is prohibited in this area.
- A copy of the approved plans, specifications and this letter shall be on-site during construction and open to inspection by authorized representatives of the Department, which may include local inspectors.

Per the designer the pump off elevation = ± 93.0 ° and highest point of force main = ± 99.0 °.

ATTN: POWTS Inspector

ZONING OFFICE IOWA COUNTY SPIA 222 N IOWA ST DODGEVILLE WI 53533-1540

Identification Numbers

Transaction ID No. 2650137 Site ID No. 752682

Please refer to both identification numbers, above, in all correspondence with the agency.

EXHIBIT 2

Owner Responsibilities

- The current owner, and each subsequent owner, shall receive a copy of this letter including instructions relating
 to proper use and maintenance of the system. Owners shall receive a copy of the appropriate operation and
 maintenance manual and/or owner's manual for the POWTS described in this approval.
- The owner of a POWTS shall be responsible for ensuring that the operation and maintenance of the POWTS
 occurs in accordance with this chapter and the approved management plan under s. SPS 383,54(1).
- In the event this soil absorption system or any of its component parts malfunctions so as to create a health hazard, the property owner must follow the contingency plan as described in the approved plans.
- The owner is responsible for submitting a maintenance verification report acceptable to the county for maintenance tracking purposes. Reports shall be submitted at intervals appropriate for the component(s) utilized in the POWTS.

In granting this approval the Division of Industry Services reserves the right to require changes or additions should conditions arise making them necessary for code compliance. As per state stats 101.12(2), nothing in this review shall relieve the designer of the responsibility for designing a safe building, structure, or component.

Inquiries concerning this correspondence may be made to me at the telephone number listed below, or at the address on this letterhead.

The above left addressee shall provide a copy of this letter and the POWTS management plan to the owner and any others who are responsible for the installation, operation or maintenance of the POWTS.

Sincerely,

Gerard M Swim
POWTS Plan Reviewer, Division of Industry Services
(608)789-7892, Mon - Fri, 7:15 am - 4:00 pm
jerry.swim@wisconsin.gov

Fee Required \$ 250.00 Fee Received \$ 250.00 Balance Due \$ 0.00

WiSMART code: 7633

INDEX SHEET

CLIENT: IOWA COUNTY AIRPORT, Kevln King, Mgr.

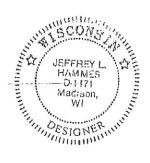
Location: SW 1/4, SW 1/4, S 23

T 5 N, R 2 E

Township: MINERAL POINT

County: IOWA Parcel No.: 014-0860.B

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Design follows criteria from:

"Mound Component Manual for Private Onsite Wastewater Treatment Systems" Version 2.0 SBD - 10691-P (N. 01/01)

Pressure Distribution Component Manual for Private Onsite Wastewater Treatment Systems Version 2.0 SBD - 10706-P (N. 01/01)

CONTACT Jeffrey L. Hammes

Professional Soil Scientist

Designer of Engineering Systems:

Plumber's signature:

MP/MPRSW number:

820 Williamson St., #401. Madison, WI 53703

(608)233-9200

Date: __

JEFFREY L. HAMMES SOIL TESTING & DESIGN FOR WASTEWATER TREATMENT

jeffsoiltest@aol.com 4

PLOT PLAN

PLUMBER'S SIGNATURE:	_MP/MPRSW#:DATE:
CLIENT: IOWA COUNTY AIRPORT KEVIN KING MOD	DACE 4 OF 7

SW 1/4, SW 1/4, S 23, T 5 N, R 2 E, TOWN OF LINDEN, IOWA COUNTY ONE INCH SCALE 1" = 40' IF THIS BCX DOES NOT EQUAL ONE INCH ON ALL SIDES, THEN THIS DRAWING IS NOT TO SCALE □= SOIL BORING ALL TREATMENT TANKS ARE: ≥5' FROM BLDG. ≥2' FROM LOT LINE ≥25' FROM WELL VENT FOR LIFT PROPOSED 32 x 78.25 STATION IS MOUND DRAINFIELD ≥10' FROM ANY DOOR, WINDOW OR FRESH AIR (CELL ELEV. = 84.43') THE AREA OF THE DRAINFIELD AND 15' DOWNSLOPE SHALL BE L'INDISTURBED. NO VEHICULAR TRAFFIC ALLOWED. NO EXCAVATION OR COMPACTION OF SOIL MINIMUM OF 1.6 FEET OF BACKFILL SOIL AS S COVER OVER PIPING NO DIPS IN PIPE I 310' OF 3" PVC. W SCHED 40 FORCE MAIN
THERE IS ONLY 5" OF FORCE MAIN BACK
FLOW WITHIN THE PUMP TANK
FORCE MAIN DRAINS TO MOUND CELL
FROM TANK EXIT 9 | Z BM = TOP OF DRIP CAP @ SOTTOM OF SIDING @ CORNER ELEV, > 100.0 HANGAR COMB, TANK BY
DALMARAY
1250 GAL SEPTIC TANK'
750 GAL LIFT STATION AIRPLANE 4"PVC BLDG. SEWER - SCH 40 OR DRIVE AND PARKING ASTM D3034. FROST PROPED AS PER SPS 382.30(11)(c)2. CLEAN OUT W/FROST SLEEVE EXISTING HANGAR TO BE CONVERTED TO PILOT (TEMPORARY USE) SHIFT LAYOVER FACILITY/OFFICE**
USE DSPS CODE SIZING for:

3 APARTMENTS \$1500pd = 450 gpd

3 FLOOR DRANKS (serving 2 balthrooms and 1 mechanical room) @ 37.5 GPD

= 112.5 gpd

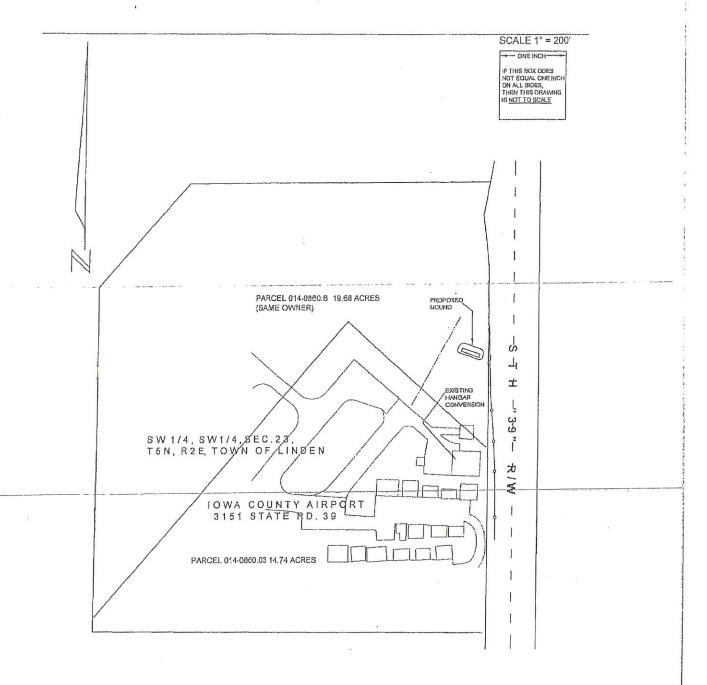
TOTAL DEBION FLOW = 502.5 typd SHED PROPOSED WELL "facility has a common klichen for in-facility use only, two hathrooms and 1 shower, Sunitary wastewater cary,

ISBPTIC TANK HAS APPROVED EFFLUENT FILTER (OR LIFT STATION HAS SIMTECH MODEL STF-100 OR EQUIV.) AND IS VENTED OVER THE INLET SAFFLE OR IN THE MANHOLE COVER. TANK COVERS LOCATED AT OR ABOVE GRADE SHALL HAVE A LOCKING DEVICE AND REMAIN LOCKED EXCEPT FOR CLEANING, MAINTENANCE OR INSPECTION PURPOSES



CLIENT: IOWA COUNTY AIRPORT. KEVIN KING, MGR.

PAGE 2 OF 7



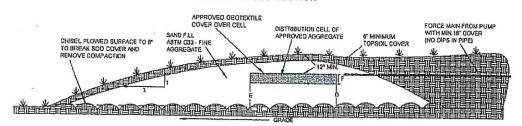
MOUND CROSS SECTION AND PLAN VIEW

PAGE 3 OF 7

CLIENT:

CLIENT: IOWA COUNTY AIRPORT

MOUND CROSS SECTION



MOUND CROSS SECTION SPECIFICATIONS

ORIGINAL GRADE IS

10 % SLOPE BELOW MOUND

UPSLOPE FILL DEPTH (D) =

1.333 FEET OR 16 INCHES

DOWNSLOPE FILL DEPTH (E) =

28 INCHES

DISTRIBUTION CELL DEPTH (F) =

2.333 FEET OR 9.5 INCHES

6 LINES OF

1.5 INCH PVC PIPING LATERALS

WITH MIN. 6" OF APPROVED AGGREGATE BELOW THE PIPE AND 2" ABOVE

MIN. SAND FILL:

186.2 CUBIC YARDS

BASAL AREA REQ'D .:

1406.25 SQ.FT.

BASAL AREA AVAIL: 1448.438 SQ.FT.

MOUND PLAN VIEW SPECIFICATIONS (FEET)

DISTRIB. CELL WIDTH (A) =

10 DNSLOPE WIDTH (I):

15.75

DISTRIB. CELL LENGTH (B) =

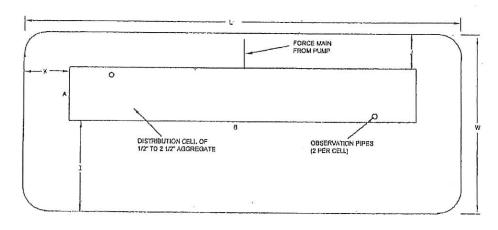
56.25 UPSLOPE WIDTH (J):

6.25 -11

MOUND WIDTH(W)=

---ENDSLOPE WIDTH(K): 32 MOUND LENGTH (L):

78.25

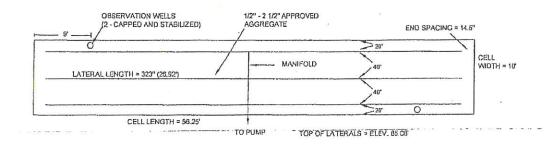


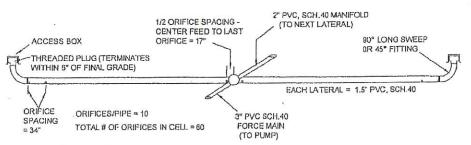
MOUND PLAN VIEW

(SEE DISTRIBUTION CELL PLAN FOR LATERAL LAYOUT)

CLIENT: IOWA COUNTY AIRPORT

MOUND DISTRIBUTION CELL PLAN VIEW

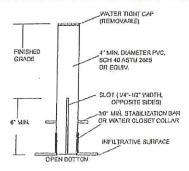




PIPE LATERAL LAYOUT

10 - 1/4" ORIFICES ON BOTTOM OF A 1.5" LATERAL SPACED, ON CENTER, EVERY 34", WITH FIRST ORIFICE AT END

OBSERVATION PIPE CROSS SECTION



PUMP CHAMBER CROSS SECTION AND SPECIFICATIONS (IN 2 COMPARTMENT TANK WITH SEPTIC TANK & FILTER)

PAGE 5 OF 7

CLIENT: IOWA COUNTY AIRPORT

LIFT PUMP TANK - CREST

MANUFACTURER: CREST PRECAST STATE APPROVED SEPTIC TANK SIZE OF TANK: 813.4 GALLONS (OR EQUIVALENT TANK) LIQUID DEPTH: 49 INCHES 16.6 GALLONS/1" DOSE PUMP MANUFACTURER & MODEL NUMBER: GOULDS WEOSH FORCE MAIN LENGTH: 310 FEET FORCE MAIN DIAMETER: 3 INCHES LOWEST ELEV. PUMP OFF (FT.) RANGE OF LIFT(FT)*: 4 TO 6 LIFT IN TANK ONLY = 6' FRICTION LOSS(FT): 3.78 DISTAL PRESSURE/FITTINGS/FILTER ADDITION(FT): 3.75 DISTAL = 2.5 TDH: 13.53 DISTANCE BETWEEN PUMP "ON" & PUMP "OFF"; 6 INCHES GALLONS PUMPED PER CYCLE: 99.6 (DOSE VOLUME: 74.3 GAL. VOID VOL: 2.208 GAL. TOTAL DOSE: 76.508 GAL. MIN.DIST.PUMP ON& OFF: 4.61 INCHES) MIN. DISCHRG. RATE (GPM): 70.2 PUMP DISCHARGE RATE (GPM): CAPACITIES: A= ... ___29 INCHES = _____481 GALLONS -----B= 6 INCHES = 100 GALLONS C= 12 INCHES = 199 GALLONS

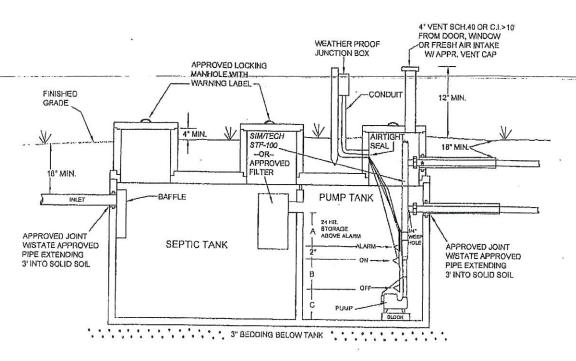
NOTE: PUMP AND ALARM ARE TO BE INSTALLED ON SEPARATE CIRCUITS. *LIFT BASED ON ELEV. BETWEEN PUMP BASE AND HIGHEST ELEV. OF F.M. INSIDE TANK SINCE THERE WILL BE DROP FROM TANK TO DISTRIB, PIPE

ALARM: SJE RHOMBUS TAA-B-01H OR EQUIVALENT

SINGLE FLOAT: SJE RHOMBUS PUMPMASTER OR EQUIVALENT

FILTER MANUFACTURER & MODEL: SIM/TECH STF 100 OR EQUIVALENT

1/4 IN. HOLE IN TOP OF F.M. AT HIGHEST POINT



*RISER EXIT PERMITTED IF TANK MANUFACTURER HAS APPROVAL



PUMP CHAMBER CROSS SECTION AND SPECIFICATIONS (IN 2 COMPARTMENT TANK WITH SEPTIC TANK & FILTER)

PAGE 6 OF 7

CLIENT:

IOWA COUNTY AIRPORT

LIFT PUMP TANK - DALMARAY

MANUFACTURER: DALMARAY STEP CO. STATE APPROVED SEPTIC TANK SIZE OF TANK: 767.6 GALLONS (OR EQUIVALENT TANK) LIQUID DEPTH: 50.5 INCHES 15.2 GALLONS/1" DOSE PUMP MANUFACTURER & MODEL NUMBER: **GOULDS WE05H** FORCE MAIN LENGTH: 310 FEET FORCE MAIN DIAMETER: 3 INCHES LOWEST ELEV. PUMP OFF (FT.) RANGE OF LIFT(FT)*: TO 6 LIFT IN TANK ONLY = 6' FRICTION LOSS(FT): 3.78 DISTAL PRESSURE/FITTINGS/FILTER ADDITION(FT): 3.75 DISTAL = 2,5 TDH: 13.53 DISTANCE BETWEEN PUMP "ON" & PUMP "OFF": 7 INCHES GALLONS PUMPED PER CYCLE; 105.4 (DOSE VOLUME: VOID VOL: 2.208 GAL 74.3 GAL. TOTAL DOSE: 76.508 GAL, MIN.DIST.PUMP ON& OFF; 5.03 INCHES) MIN. DISCHRG. RATE (GPM): 70.2 PUMP DISCHARGE RATE (GPM): --- 29.5 INCHES = 448 GALLONS CAPACITIES: A= 7 INCHES = 106 GALLONS C= -----12 INCHES = 182 GALLONS

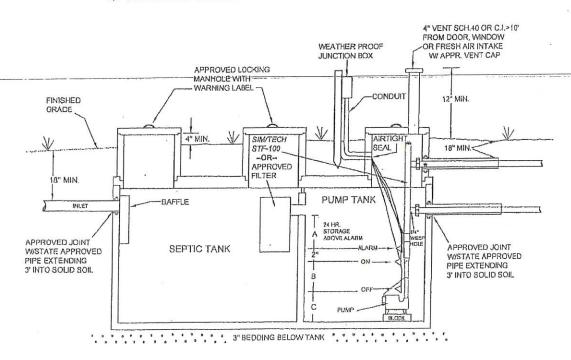
NOTE: PUMP AND ALARM ARE TO BE INSTALLED ON SEPARATE CIRCUITS. *LIFT BASED ON ELEV. BETWEEN PUMP BASE AND HIGHEST ELEV. OF F.M. INSIDE TANK SINCE THERE WILL BE DROP FROM TANK TO DISTRIB.PIPE

ALARM: SJE RHOMBUS TAA-B-01H OR EQUIVALENT

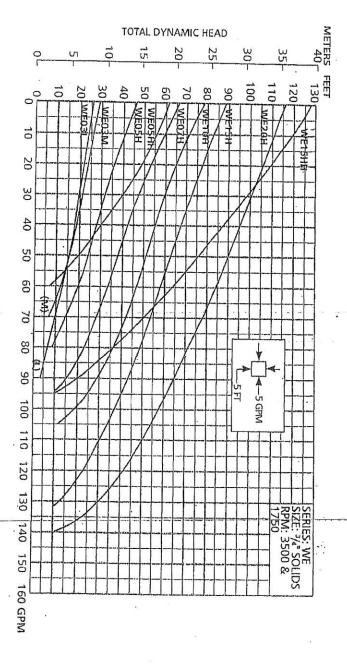
SINGLE FLOAT: SJE RHOMBUS PUMPMASTER OR EQUIVALENT

FILTER MANUFACTURER & MODEL: SIM/TECH STF 100 OR EQUIVALENT

1/4 IN. HOLE IN TOP OF F.M. AT HIGHEST POINT



^{*}RISER EXIT PERMITTED IF TANK MANUFACTURER HAS APPROVAL



GOULDS WE SERIES PUMPS
PAGE 7 OF 7

Private Onsite Wastewater Treatment System Management & Contingency Plan, User's Manual Owner: IOWA COUNTY AIRPORT, Kevin King, Mgr. (form prepared by Jeffrey L. Hammes) Location: 5W 1/4, Sw 1/4, Sw 1/4, Sec. 23 , T 5 N, R 2 E, Town of: LINDEN , County: IOWA

Pursuant to SPS 383.54 Wis.Adm, Code each Private Onsite Wastewater Treatment System (POWTS) shall include information and procedures for maintaining the POWTS to operate and function within the standards of chapters SPS 383 and 384, and the conditions of approval by the Dept. of Safety & Professional Services (hereafter known as "department"), agent or county. The approved plans and permits for this POWTS are on file at the county zoning or health department.

The owner of this POWTS shall be responsible for ensuring that the operation and maintenance of the POWTS occurs in accordance with this approved management plan that shall be provided to the owner upon installation of this POWTS. The owner or the owner's agent is required to submit maintenance records routinely to the county and/or department. If the owner wishes to amend this plan, a written request for approval shall be submitted to the agency that initially reviewed the installation plan as per SPS 383.54(1)(d). This plan shall be forwarded to all subsequent owners of this POWTS.

A POWTS that is not maintained in accordance with the approved management plan shall be considered a human health hazard.

Specifications: Sanitary Permit Number . Installer to provide diagram of all POWTS components and their location. or Public Facility Units: TEMP.PILOT REST FACILITY-USE 3 APTS. + 3 FLOOR DRAINS SIZING Number of Bedrooms: Design Flow · Peak (gpd): Estimated Flow - Average (gpd): 562.5 375 Capacity: Septic Tank: 1250 gallons. Tank Manufacturer: STATE APPROVED Effluent Filter Manufacturer & Model: SIM/TECH STF 100 OR EQUIVALENT Soil Absorption Component: MOUND Sq.footage of Component: 1448 Effluent Distribution: Max. BODS entering Soula Technical Sources Techni DOSED Max. BOD5 entering Septic Tank: 540 mg/l Max. BOD5 entering Soil Absorption Component: 220 mg/l Max. TSS entering Septic Tank: 600 mg/l Max, TSS entering Soil Absorption Component: 150 mg/l

Maintenance Schedule

Septic Tank: Inspect/service at least once every 3 years or if the combined sludge and scum volume equals 1/3 of tank volume. Effluent filter: Inspect and clean at least once every 3 years

Soil Absorption Component: Inspect at least once every 3 years

Lift Station: Inspect and/or service and test pump and alarm at least once every 3 years

Servicing pad (parking for pumping vehicle) shall be less than 150 feet from, and less than 15 feet above, the bottom of any treatment or holding tank.

Necessary Maintenance and Servicing Information

The owner of this POWTS or his or her agent shall report to the department or department authorized agent at the completion of each inspection, maintenance or servicing event specified in the approved management plan in a manner specified by the department or designated agent. This report shall be submitted within 10 business days from the date of inspection, maintenance or servicing and include the following Information:

- -A POWTS identifying number (in most cases a tax parcel number)
- The location of the POWTS
- -The date of inspection, maintenance or servicing

-The license, certification or registration number of the individual performing the inspection, maintenance or servicing

The department or designated agent may require verification of any information contained in an inspection or maintenance servicing report. When upon inspection of a POWTS any part of the system that is found to be defective in conformance with applicable provisions of chapter SPS 183, the installation or modification plan, or the approvals, the part shall be repaired, renovated, replaced or removed by a licensed individual and obtaining the proper plan approvals and permits. You've abandonment shall be in accordance with SPS 381.33 Wis.Adm.Code. No product for chemical or physical restoration or maintenance for a POWTS may be used unless approved by the department. Performance monitoring of all POWTS components is required at least once every 3 years and in the time of a problem, complaint or failure.

Start Up and Operation: For new construction, prior to use of POWTS, check treatment tank(s) for the presence of painting products, solvents or other chemicals or sediment that may impede the treatment process and/or damage the soil absorption cell(s). If high concentrations are detected, have the contents of tank(s) removed by a septage servicing operator prior to use. System startp shall not occur when the soil conditions are frozen at the infiltrative surface.

A lift station may continue to fill during a power outage or pump failure. The distribution cell could be overloaded from the surge in flow once the pump operation rotums. In this situation the lift station should be pumped by a licensed pumper before the pump begins to operate or other measures shall be used to dose the distribution cell component with only the proper amount of influent. This may include manual operation of pump controls until the lift station reached its normal level.)

Do not drive or park vehicles over the tanks and dispersal cells, Do not drive or park over, or otherwise disturb or compact, the area within 15 feet downslope of any mound or at-grade soil absorption area. Reduction or elimination of the following from the wastewater stream may improve the performance and prolong the life of the POWTS: antibiotics, buby wipes, eigenetic butts, condoms, bottom symbs, degreasers, dental flows, dispers, disinfectants, fat, foundation drain (sump pump) discharge, fruit and vegetable peelings, gasoline, greases, herbicides, ment scraps, medications, oils, painting products, pesticides, sanitary napkins, tampons and water softoner brine.

phone: (608)935-0330

In case of POWTS failure/malfunction contact Installer: or local regulatory authority: IOWA CO. PLANNING & DEVELOPMENT

The Sentic Tank:

The septic tank shall be maintained by an individual certified to service septic tanks. The contents shall be disposed of in accordance with NR 113, Wis.Adm. Code.

The septic tank & outlet filter shall be inspected for operating condition a max of 3 years by a certified POWTS maintainer. Inspect baffle and tank construction for material fatigue/failure. Inspect for nuisance factors such as odors/user complaints. The outlet filter shall be cleaned or replaced as necessary to ensure proper operation.

Manhole risers, access risers and covers should be inspected and repaired for water tightness and soundness. The grade about the cover should slope away. There shall be a locking device for exposed access openings >8" in diameter.

The Lift Station and it's Components:

The tank shall be inspected for sludge accumulation and serviced at least once every 3 years by an individual certified to service septic tanks. Inspect for nuisance factors such as odors or user complaints.

Performance monitoring and inspection shall be conducted of the pump and floats for proper dosing, cycling and volume, electrical connections, alarm, valves, material fatigue and/or failure.

Manhole risers, access risers and covers should be inspected and repaired for water tightness and soundness. The grade about the cover should slope away. There shall be a locking device for exposed access openings >8 inch diameter.

The Soil Absorption Component:

Designed to accept domestic wastewater from a residential or commercial facility. Good water conservation practices by occupants, installing water conserving plumbing fixtures and inspecting all fixtures for leakage are key factors in extending the useful life of this component.

Performance monitoring to include: age of system, type of use, nuisance factors such as odors or user complaints, and ponding in the distribution cell, prior to pump cycling, as evidence of cloggling mat development.

Inspect at least once every 3 years for levels of ponding in observation pipes, evidence of surface seepage, discharge or backup into building, and detrimental activities to the component such as traffic or other component, and surface flow of water over the component. Winter traffic on the component is not permitted to avoid frost penetration and minimize compaction. Inspect for overloading, inappropriate/poor maintenance of vegetative cover or inappropriate activities over the component

Additional performance monitoring for a mound or at-grade component includes: type of fill material used, improper orientation or location and installation problems such as compaction or displacement of soil.

Mechanical POWTS Components (ATUs, Pretreatment Devices):

The owner shall maintain a maintenance or service contract with a POWTS maintainer or a business utilizing a POWTS maintainer for the POWTS as long as the POWTS is utilized if the management plan for the POWTS involves evaluating, monitoring or maintaining any part of the system at an interval of 12 months or less.

Evaluating and monitoring mechanical POWTS components shall be conducted by a person who holds a registration issued by the department as a registered POWTS maintainer.

Contingency Plan. In the event of a failing POWTS it may be necessary to contact a licensed pumper to service the tanks to prevent further backup of wastewater into the building or discharge to the ground surface, and determined cause of failure.

There is no designated replacement area so further testing/evaluation will be required to site a new soil absorption system.

An above grade soil absorption system (mound/at-grade) may be constructed or extended over the failing soil absorption system with further testing and evaluation complying with rules in effect at that time.

Adding a pretreatment unit such as an aerobic treatment unit has been shown to rejuvenate a failing soil absorption component.

Abandonment. When the POWTS fails and/or is permanently taken out of service the following steps shall be taken to insure that the system is properly and safely abandoned in compliance with s. SPS 383.33, Wisconsin Administrative Code:

- All piping to tanks, plts and other soil absorption systems shall be disconnected and the abandoned pipe openings sealed.
- The contents of all tanks and pits shall be removed and properly disposed of by a Septage Servicing Operator (pumper).
 After pumping, all tanks and pits shall be excavated and removed or their covers removed and the void space filled with soil, gravel or another inert solid material

Permits are required for any repair, replacement, addition or reconnection to a soil absorption component. Contact your local health or zoning authority for more information.



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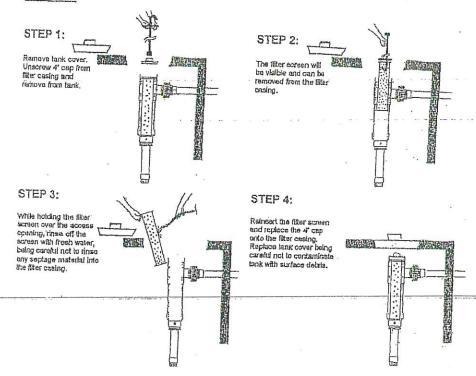
FILTER MAINTENANCE

STF - 100 SERIES

SERVICE FREQUENCY:

Service of the filter screen is dependent on usage, as every system is unique. If the filter has been installed without the benefit of our Service Alarm Switch, it will be more difficult to determine the frequency of service. It should be inspected every time the septic tank and pump chamber are serviced. Check your local Health Department for those recommendations.

SERVICE:



During filter service care should be taken not to contaminate any exposed surface area with peptage (yard, grass, etc.).

Wear appropriate clothing (gloves, safety glasses, etc.) while servicing filter.



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III. T	III. Type of Permit: (Check only one box on line A. Complet								□ Town of LINDEN							
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Specialized Aviation Service Operator's Operating Agreement

This Specialized Aviation Service Operator's Operating Agreement (this "Agreement") is entered into as of the date last signed by the parties below (the "Effective Date") by and between Iowa County, Wisconsin, a municipal corporation existing by and under the authority of the laws of the State of Wisconsin, ("Iowa County"), and Metro Aviation, Inc., a Louisiana corporation ("SASO").

Witnessed:

WHEREAS, Iowa County now owns, controls and operates the Iowa County Airport. ("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, Iowa County desires to make such services available at the Airport and the SASO is qualified, willing and able to provide such services to its customer, University of Wisconsin Hospitals and Clinics Authority, a public body corporate and politic created by the laws of the State of Wisconsin;

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 commence on the Effective Date and continue through the date that is five (5) years thereafter, unless earlier terminated under the provisions of this Agreement.

Article Two Rights and Obligations of SASO

- A. Authorized Services. The SASO is hereby granted the non-exclusive privilege to engage in the following activities and to provide the following services in connection with SASO's authorized utilization of that certain premises (the "Premises") located at the Airport currently under lease by SASO's customer, University of Wisconsin Hospitals and Clinic Authority.
 - 1. Area Air Ambulance Service and Supporting Activities; and
 - 2. Company Airframe and Power Plant Maintenance.



B. Operating Standards. In providing any of the authorized services or activities specified in this Agreement, SASO shall operate for the use and benefit of University of Wisconsin Hospitals and Clinics Authority and shall meet or exceed the following standards (if and to the extent applicable):

 SASO shall possess such technical qualifications and hold such certificates or qualifications as may be required by any applicable

governmental authority in carrying out authorized activities.

2. SASO shall meet all normal expenses and payments in connection with the use of the rights and privileges herein granted; provided, however, that nothing contained herein shall modify SASO's right to obtain payment and/or reimbursement from University of Wisconsin Hospitals and Clinics Authority in accordance with their separate agreement.

3. SASO 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 Iowa County, and SASO shall maintain in effect and post in prominent place all necessary and/or required licenses or permits.

4. SASO shall be responsible for the maintenance and repair of its property

located and occupied by SASO on the Premises.

5. It is expressly understood and agreed that, in providing any authorized services pursuant to this Agreement, SASO shall have the right to choose,

in its sole discretion, its vendors and suppliers.

6. Iowa County will designate an individual who will act as Iowa County's representative (the "Representative") who will be responsible for the operations of the Airport and the SASO shall comply with the Representative's reasonable requirements, except to the extent inconsistent with the SASO's rights under this Agreement. The SASO agrees the Representative has the right to inspect all of the SASO's equipment and facilities during normal business hours, with prior notice, to insure that all facilities and operations are in compliance with the terms of this agreement.

7. Iowa County reserves the right to make any such improvements as it deems necessary to the Airport as it sees fit, regardless of the desires of the SASO and without the hindrance or interference thereof.

- 8. The SASO shall notify the Representative or its designee of any hazard or damage to the aircraft ramps, taxiway or runway immediately upon becoming aware of such hazard or damage, provided that nothing in this Agreement shall imply or create any liability on the part of Iowa County or the Representative for failure to maintain such facilities, and the SASO expressly waives any claims which might arise in the future in this regard.
- C. Signs. During the term of this Agreement, SASO shall have the right, at its expense, to place in or on the Premises, or in or on SASO's property located in or on the Premises, a sign or signs identifying SASO. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved by the

Representative and in conformance with any overall directional graphics or sign program established by the Representative. The Representative's approval shall not be withheld unreasonably. Notwithstanding any other provision of this Agreement, said sign(s) shall remain the property of SASO. SASO shall remove, at its own expense, all lettering, signs and placards so erected on the Premises upon termination of this Agreement.

- D. Nonexclusive Right. It is not the intent of this Agreement to grant to SASO the exclusive right to provide any or all of the services described in this Article Two at any time during the term of this Agreement, nor does anything in this Agreement require SASO to provide goods or services to members of the public or to other users at the Airport. Iowa County 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 SASO. Iowa County 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 Three Appurtenant Privileges

- A. Use of Airport Facilities. SASO 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 the Airport.
- B. Maintenance of Airport Facilities. Iowa County shall maintain all public and common or joint use areas of the Airport, including, without limitation, the Airport's "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.

Article Four Insurance

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



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 in service 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

Article Five

In conducting its business hereunder, SASO shall conduct its operation as specified in the Iowa County Airport "Minimum Operating Standards" and rules and regulations. Iowa County shall not attempt to exercise any control over the daily performance of SASO's duties.

Article Six Assignment

This Agreement, or any part thereof, may not be transferred or assigned by SASO without the prior written consent of Iowa County, which shall not be withheld unreasonably; provided however, that SASO may assign this Agreement without Iowa County's prior consent to an affiliate of SASO and/or to a third party in the event of a merger or reorganization of SASO or a sale of all or substantially all of SASO's assets or a consolidation of SASO with any of its affiliates.

Article Seven Nondiscrimination

A. Notwithstanding any other provision of this Agreement, during the performance of this Agreement, SASO, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree (if and to the extent applicable), as a covenant running with the operation, 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.

Article Eight 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 Iowa County and the United States and/or the State of Wisconsin, or any agency thereof, relative to the operation or maintenance of the Airport.

Article Nine Default and Termination

- A. **Termination by SASO.** This Agreement shall be subject to termination by SASO 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 Iowa County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Iowa County to remedy, or undertake to remedy, to SASO's satisfaction, such default for a period of thirty (30) days after receipt of notice from SASO 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 SASO'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 SASO from substantially conducting business operations for a period of ninety (90) days.
- 5. The contract for services between SASO and University of Wisconsin Hospitals and Clinics Authority expires or terminates.
- B. **Termination by Iowa County.** This Agreement shall be subject to termination by Iowa County in the event of the following:
- 1. The default by SASO in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of SASO to remedy, or undertake to remedy, to Iowa County's satisfaction, such default for period of thirty (30) days after receipt of notice from Iowa County to remedy same.

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.
- 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 Ten 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 Eleven 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 Iowa County, addressed to:

Iowa County Airport
3151 State Hwy 39
Mineral Point, WI 53565

2. If to SASO, addressed to:

Metro Aviation, Inc.
1214 Hawn Avenue
Shreveport La, 71107
Attention: Thomas M. Stanberry

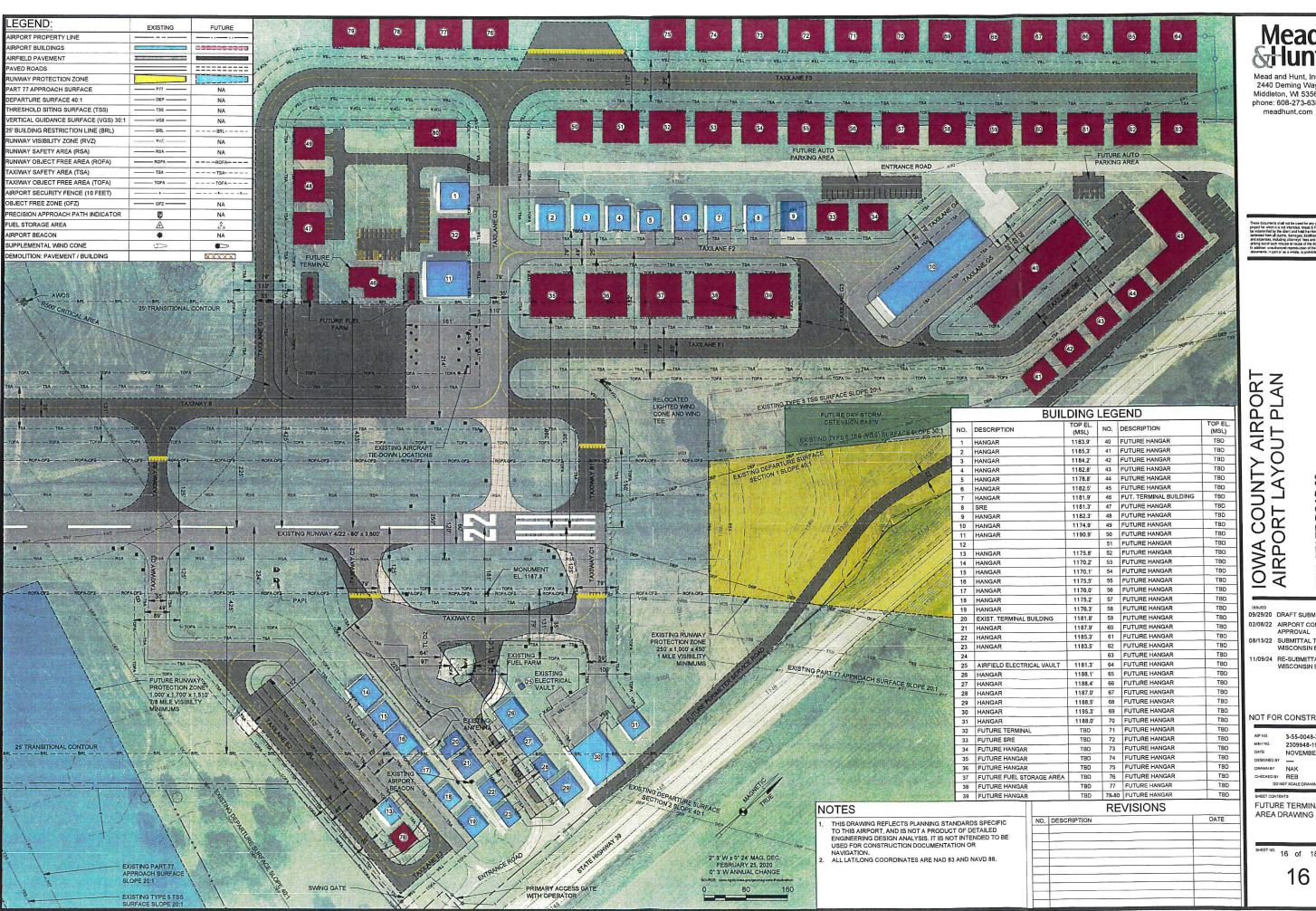
Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

- 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, and any dispute venued in the State of Wisconsin Circuit Court for Iowa County.



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IN WITNESS THEREOF, the parties have exertificative as of the Effective Date.	ecuted this Agreement to become										
IOWA COUNTY, WISCONSIN	METRO AVIATION, INC.										
By: Cara E France	By:										
Name: CRAICE & HARRY	Name: Todd Stanberry										
Title: AIGHWAY COMMISSIONER	Title: <u>Director</u> , Business Integration										
Date: 11/20/2019 /	Date: October 29, 2019										

Recommended by the Iowa County Airport Commission:



Mead

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

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STATE

3151 (MINE) 09/29/20 DRAFT SUBMITTAL 02/08/22 AIRPORT COMMISSION APPROVAL 8/15/22 SUBMITTAL TO

1/09/24 RE-SUBMITTAL TO **WISCONSIN BOA**

WISCONSIN BOA

NOT FOR CONSTRUCTION

3-55-0048-XX MSH NO. 2309948-190143.01 NOVEMBER 9, 2024 DESIGNED BY

DRAWNBY NAK CHECKED BY REB

FUTURE TERMINAL

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