



AGENDA
Iowa County Airport Commission
November 12, 2018 at 6:00 p.m.
Airport Pilot's Lounge
3151 STH 39
Mineral Point, Wisconsin. 53565

**Iowa
County
Wisconsin**

For information regarding access for the disabled please call 987-9931.

Any subject on this agenda may become an action item.

PLEASE NOTE THE MEETING LOCATION

1	Call to order the Airport Commission meeting.
2	Roll Call.
3	Approve the agenda for this November 12, 2018 Airport Commission meeting.
4	Approve the minutes of the September 27, 2018 Airport Commission meeting.
5	Report from Commission members and an opportunity for members of the audience to address the Airport Commission. No action will be taken.
6	Consider Hangar Agreements for Remy Konitzer – Nested tee hangars from #5 & #9 to #4 & #8.
7	Consider Hangar Agreement for Michael Mauritz – Nested tee hangar #5
8	Request to consider remodeling/expansion project for Hangar #16 – John Delaney.
9	Request to amend the agreement for Hangar L with Alan Jewell to allow a sub-lease tenant – Land's End.
10	REVIEW Ordinance 400.16 Airport Zoning Ordinance, Ordinance 5-995 Regulating the Height of Structures and Trees in the Vicinity of the Airport and a workshop for potential to combine content, make amendments and content revisions. (Commission members please bring the previously distributed copies along with you to the meeting.) Copies may be requested from the Highway Commissioner.
11	Consideration of the Airport Operations Manager agreement for December 2018 thru April of 2021.
12	Fuel farm sales, revenues, card reader, and a fuel rate setting process/policy.
13	Update from Corp Counsel on : A. Status of the delinquent rent payments for the Platt K Hangar for years 2016-2019 inclusive. B. Status of the March 17 th Airplane maneuvers on the Airport grounds incident.
14	Highway Commissioner's report: A. BOA Revision to selection for Engineering Consultant for airport projects – split award between Mead & Hunt and MSA. B. Federal Aviation Administration Supplemental Appropriation Runway 11/29 replacement project application. C. Airport project updates – Airport Layout Plan, Fuel Farm upgrade. D. Public Service Commission response regarding the petition and potential impacts for a proposed Solar Farm by Invenergy 4.1 miles north and west of runway 11/29. E. SWAG meeting notes from October's meeting at Southwest Technical College F. Airport 2019 proposed budget.
15	Airport Manager's update – A&A Aviation.

16	Airport Commission Chair Report.	
17	Set Next Meeting Date.	
18	Adjournment.	
Posting Verified by: CRH / Highway Date: 11/07/2018		

UN-APPROVED MINUTES OF THE IOWA COUNTY AIRPORT COMMISSION MEETING HELD THURSDAY, October 27, 2018 3151 STATE HWY 39 Mineral Point; WISCONSIN		
State of Wisconsin County of Iowa		
Item		
#1	Meeting called to order by Chair Benish at 6:00 PM.	Call to order
#2	Roll Call – Ron Benish, Arnie Christen, Mark Storti, Alex Ray, Thomas Forbes, and Mel Masters present and Mark Meives absent. Also present were Highway Commissioner Hardy, County Administrator Bierke, A&A Aviation Olthafer, Chris Reise and Mike Runde of Mead & Hunt, and tenant John Delaney.	Roll call & also present
#3	Approve the agenda for the September 27, 2018 meeting. Motion to approve by Storti, second by Ray. Motion carried unanimously.	Approve Agenda
#4	Approve the Minutes of the June 21, 2018 meeting. Motion to approve by Storti, second by Masters. Motion carried unanimously.	Approve Minutes
#5	Comments for the public. Chris Reise and Mike Runde introduced themselves form Mead & Hunt. Mike Mauritz was present and expressed an interest in renting an available nested T-hangar.	Comments from the public.
#6	Commissioner Hardy advised the commission of some changes with hangars at the airport. Mr. Calfas's hangar was sold to Robert Cretney. The Commission reviewed a new hangar agreement from Cretney for lot #13. Commissioner Hardy informed the commission the agreement was the standard county format with no changes. This would be a (40) forty year land lease. Motion to approve by Masters, second by Christen. Motion approved unanimously.	Hangar Agreements
#7	Commissioner Hardy explained the process of selecting a consultant for the airport as a result of the recent petition and assurance guaranty process and the five year plan. Four consultant responses were received, forwarded, and reviewed from the Bureau of Aviation – Mead & Hunt, Strand, Omnni Associates, and MSA. Hardy pointed out the existing airport consultant engineer was Maed & Hunt and had been for close to (30) thirty years. Hardy went over the Quality Based Selection process and grading sheet which was initially created by the BOA; but included some additional categories based on his input. Some discussion of if cost is a factor or not and how fees for work are determined. Hardy and Olthafer explained the Bureau negotiates engineering fees for the projects based on similar work/projects and other airport locations across the region. Hardy stated based on his review of the proposals, a meeting to discuss and review with A&A aviation; he recommended the commission select MSA. Discussion followed with regards to the airport's current consultant and how each firm was ranked and scored, and why a firm may score higher/lower in specific areas or categories. Commissioner Hardy and Manager Olthafer responded to the questions. Manager Olthafer spoke of their experiences with the firms. Commissioner Hardy recommended two options to the commission: based on his review of the RFP's to award to MSA or the commission could designate a panel of members to perform interviews for the four firms and to bring back a recommendation for the next meeting. Some discussion of the history at the airport with Mead & Hunt as consultants. Masters questioned what amount of funds the consultants might be contracted for. Hardy explained the BOA negotiates and determines contracts based on similar projects at other airports; but by reviewing the	Airport Consultant selection

	5-year capital plan at 15% he would estimate between \$350,000 and \$500,000 over the life of the plan. Motion by Storti to award to MSA, second by Masters. Motion passed by a vote of 5 to 2 (Forbes,Cristen)	
#8	Commissioner Hardy reviewed the 2019 Airport budget request with regards to operations and capital projects. Some discussion of a project for repairs/replacement of a county owned hangar windows. Discussion of revenue sources for the airport and expenses. Some discussion of fuel prices compared to surrounding airports as well as the amount of revenue budgeted from fuel sales.	2019 Airport budget and capital projects
#9	Commissioner Hardy distributed a DRAFT revision to Ordinance 400.16 Iowa County Airport Zoning ordinance for the airport. He advised the ordinance is to combine the previous 400.16 overlay zoning ordinance with the 5-995 Resolution Regulating the height of structures and trees. He asked the commission members to take with them and review for the next meeting. No action taken.	Airport Draft Zoning revisions update
#10	Highway Commissioner's update: A. Airport Operations & Land Use seminar is coming up on October 24 th and 25 th in Stevens Point, all were invited to notify the Highway office if they intend to attend. B. A Request for Proposals for management of the airport was out for advertisement as A&A Aviation choosing to not renew their agreement. Alaine stated that after a year with the airport, they had chosen to step away for the position due to family and personal reasons. Overall, she commented they had a great experience at the airport and appreciated the opportunity and experience of the last year. They recommended continuing the Young Eagles Day and similar events at the airport. C. Hardy spoke of supplemental FAA funding currently available. He noted MRJ is not on the current shortlist, but would submit an application for funding of runway 11/29. D. Hardy reviewed the statement form BOA summarizing the airport petition process had been completed	Highway Commissioner report
#11	Airport Manager's update: Alaine summarized the following information: • Distributed a summary of fuel sales with an update on mowing and other items. • Two T-hangars were available for rent with interest in one. • Fuel sales saw a large increase for the summer over the prior year. • Announced the upcoming Young Eagles Day at the airport on September 29, 2018 and invited all to attend. • A&A partnered with the Middleton EAA chapter to host and will include: \$20 rides for adults, free rides for <17, firetrucks on display, medflight, the county k-9 unit, food for purchase and other activities.	
#12	Airport commission Chair report. No action taken.	
#13	Next meeting was tentatively scheduled for October 17, 2018 at 6:00 P.M.	
#14	Motion to adjourn by Ray, second by Cristen. Motion approved unanimously.	

Respectfully Submitted;

Airport Manager : A&A Aviation - Olthafer

AGENDA ITEM COVER SHEET

Title: Lease Agreements for Airport Hangars

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

There are three new lease agreements in your packets for Konitzer and Mauritz. All three are leasing nested tee hangars for their aircraft. All three agreements are the same standard county format with exception to the leasee named, type of aircraft, and which hangar the agreement pertains to.

RECOMMENDATIONS (IF ANY):

Recommend to approve all three. Lease rates are set in the agreement and are unchanged from other agreements. Storage of non-aviation related items is limited to 25% of hangar square footage per standard format.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Copies of all three agreements, although in content the three are the same other than assignor's specific information.

FISCAL IMPACT:

Revenue for rentals based on square footage rates

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10 minutes maximum

COMPLETED BY: CRH

DEPT: Highway

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 11-12-2018

AGENDA ITEM # 6 & 7

COMMITTEE ACTION:

HANGAR LEASE AGREEMENT

This agreement, made and entered into on behalf of Iowa County, a political subdivision of the State of Wisconsin, by the Airport Commission of the Iowa County Airport, established by Iowa County in accordance with Wisconsin Statute §114.14, hereinafter called the Lessor and WINGS USA Inc, whose address is PO Box 1196 Shawano, WI 54987, hereinafter called the Lessee.

WHEREAS, the Lessor is vested with jurisdiction for the construction, improvement, equipment, maintenance and operation of the Iowa County Airport located at 3151 Hwy 39 Mineral Point, Wisconsin; and,

WHEREAS, Lessor and Lessee each desire to enter into a lease of a portion of the airport premises for use by the Lessee as a private aircraft hangar, in accordance with the terms of this agreement and any ordinance or rules and regulations governing the use and operation of the airport as now exists or may hereafter be adopted by any federal, state or local governmental agency;

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions and provisions herein contained, Lessor and Lessee agree as follows:

1. **LEASED PREMISES.** Lessor leases to Lessee hangar space described as: Hangar No. 4 ("Leased Premises"), for the purpose of storing the following aircraft:

Aircraft Make Piper

Aircraft Model PA34-200

Aircraft Year 1973

Aircraft Registration Number N737FT

Aircraft Serial Number 34-7350302

The aircraft to be stored within the Leased Premises, as described above, may be modified by mutual written agreement of the parties. Lessor reserves a perpetual right, privilege and easement to construct, maintain and operate any utilities and appurtenances thereto, in, upon, under, across and through the Leased Premises, together with the right of ingress to and egress from said Leased Premises for the purpose of constructing, inspecting, repairing, maintaining and replacing any utility located thereon, and for doing anything necessary, useful or convenient for the full enjoyment of the easement reserved herein.

2. **TERM. (Strike One)**

(a) The term of this lease shall commence on the 1st day of Nov, 2018, and shall be for a period of one year. This lease may be extended annually by the mutual consent of the parties hereto.

(b) The term of this lease shall commence on the 1st day of Aug., 2019 and shall be month to month.

3. **RENT AND UTILITIES.** Lessee agrees to pay to Lessor for the use of the Leased Premises a rental fee of \$125.00 per month on a month to month basis or an annual period for an annual charge of \$1,500.00 plus the additional utility cost of electricity. For a month to month lease, the Lessee shall be invoiced for these charges every odd month of the year, with payment due on the date indicated on the invoice. For an annual lease, the Lessee shall pay the annual fee upon authorization of the agreement. Lessee shall be charged interest at a rate of 12 percent per annum on any amounts due and owing from the tenth (10th) day after the date due until paid.

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

5. **PREMISES TO BE MAINTAINED.** Lessee shall maintain the Leased Premises occupied hereunder in good order and repair, and shall not store or otherwise permit to remain outside the hangar any debris, or other items of personal property.

Lessee shall be responsible for any damage to the Lessor's property caused by Lessee's use of the Leased Premises, other than normal wear and tear excepted.

Hangars must be kept free of flammable material, for example paper, cardboard, oil, fuel, solvents, parts and anything else that may be determined as a fire hazard excepting fuel or oil stored in aircraft tanks or engines. Hazardous or toxic materials may not be stored or maintained on the Leased Premises. Small amounts of oil not to exceed forty eight quarts may be stored in the Leased Premises. Used oil and solvents must be disposed of properly and not stored in the Leased Premises.

Lessor agrees to provide general snow removal services to the Leased Premises after all runways, aprons, and primary taxiways have first been cleared except that Lessee shall at all times be responsible for snow removal within the first ten (10) feet of the hangar door.

Lessor is responsible for general upkeep and maintenance. Damage caused by the Lessee, other than normal wear and tear, shall be paid by the Lessee and upon invoicing shall be due with the next regular monthly rental payment.

6. **RIGHT TO INSPECT.** Lessor reserves the right to enter upon the Leased Premises at any reasonable time upon reasonable notice, reasonably being defined to mean no more than 48 hours, for the purpose of making any inspection it may deem expedient to the

proper enforcement of any of the covenants or conditions of this agreement and to ensure compliance with the Rules and Regulations of the Iowa County Airport.

7. **STORAGE OF AIRCRAFT.** Aircraft stored in the Leased Premises shall be properly registered with the federal and state agencies and in airworthy condition. If an aircraft is not properly registered or in an airworthy condition (for example, not in compliance with an annual inspection), this hangar lease shall be void and the aircraft removed from the Leased Premises by the registered owner or responsible person, except with written permission from the Airport Commission.

8. **INSURANCE.** Lessee shall provide Lessor or its agent the aircraft liability insurance for the aircraft to be housed in the Leased Premises. Lessee shall maintain a minimum public liability insurance coverage in the amount of \$100,000.00 each person and \$1,000,000.00 each accident for bodily injury or wrongful death and \$1,000,000.00 for property damage, covering Lessee's activities on the Leased Premises. Such insurance shall indemnify Lessor and hold it harmless from any claims, damages, judgements and expenses, including reasonable attorney's fees, resulting from the acts or omissions of the Lessee. The policy or policies shall provide that the insurance shall not be canceled nor shall there be any change in the scope or amount of coverage of the policy unless thirty days prior notice shall be given to Lessee and Lessor.

The policy or policies, or certificate thereof, shall be delivered to Lessor upon commencement of the term of this lease, and upon renewal of the term of this lease. Upon renewal, the amount of insurance coverage as provided in this paragraph shall be subject to reasonable revision by the Airport Commission.

If, during the term of this lease, said insurance shall lapse or otherwise be cancelled, this lease shall automatically terminate and Lessee shall immediately vacate the Leased Premises unless another policy has been filed and approved in accordance with this section. The requirements of this section shall apply to any aircraft stored on the Leased Premises which aircraft shall be identified on the policy by the "N" number.

9. **STORAGE OF NON-AVIATION EQUIPMENT & COMMERCIAL USE.**

The Leased Premises are to be used only for the storage of private aircraft and shall not be used for commercial aviation purposes except with written permission from the Airport Commission and proper licensure and modification of the Lease to allow for such commercial use in compliance with the Iowa County Airport Minimum Standards for Commercial Aeronautical Activities. The storage of cars, boats and other non-aviation equipment is permitted to a maximum of 25% of the square footage of the hangar space. In addition, a personal vehicle may be stored on the Leased Premises while the aircraft is being flown.

10. **OPERATION AND MAINTENANCE OF AIRCRAFT.** Lessee shall operate aircraft and vehicles, whether on the Leased Premises or on Lessor's property, in a safe and responsible manner. Lessee shall be entitled to engage in maintenance activities permitted by applicable federal aviation regulations on its own aircraft, provided that such maintenance activities can be accomplished through the use of hand tools and small power tools.

11. **REMOVAL OF LESSEE'S PROPERTY.** Upon termination of this lease for any reason, Lessee shall immediately remove any aircraft or personal property owned by Lessee from the Leased Premises. Should Lessee fail to comply with this paragraph, Lessor may remove Lessee's property from the Leased Premises and assess the reasonable cost for such removal against the Lessee, including a rental fee equal to twice the normal monthly rental apportioned on a daily basis.

12. **NO ASSIGNMENT.** Lessee shall not, at any time during the term of this lease, assign, sublet, or transfer the Leased Premises or any interest therein, without the prior written consent of the Lessor.

13. **DEFAULT.** Lessee shall be deemed in default of this lease upon occurrence of any of the following events:

- a) The failure to pay rent within thirty days after the due date.
- b) The filing of proceedings in bankruptcy or for reorganization of Lessee or the adjustment of any Lessee's debts under the bankruptcy act as amended, or any part thereof, or under any other laws, whether state or federal, for the relief of debtors now or hereafter existing.
- c) The appointment of a receiver for Lessee or for any substantial part of Lessee's assets or the institution of proceedings for the dissolution or the full or partial liquidation of Lessee.
- d) Lessee admitting to an inability to pay debts as they mature or Lessee making assignment for the benefit of creditors under Chapter 128, Wis. Stats.
- e) Failure to comply with any restrictions in this lease or the Rules and Regulations of the Iowa County Airport, which are incorporated and adopted herein by reference, or failure to keep any of its covenants or perform any of the agreements or conditions required to be observed or performed by Lessee for a period of thirty days after written notice thereof as given to Lessee by Lessor.

Default of Lessee shall authorize Lessor, at Lessor's option, and without further legal proceedings, to declare this lease forfeited, void, canceled and the term thereof ended, and Lessor may therefore re-enter the Leased Premises, without notice or demand, and take possession of the Leased Premises, and Lessee shall be liable to Lessor for all loss or damages resulting from any default or violation, including Court costs and reasonable attorney's fees.

14. **NOTICE.** Any notice to be given by either party to the other pursuant to the provisions of this lease or any law, shall be given by written notice via return receipt lettered delivery, addressed to the party for whom it is intended, at the address set forth in this Lease, or at such other address as such party shall designate in writing.

15. **GENERAL RECIPROCAL INDEMNITY.**

- a) Lessee will indemnify and hold Lessor harmless from and against any and all liability, damages, penalties or judgments arising from injury to person or property sustained by anyone on or about the Leased Premises, if caused by negligence or willful misconduct of Lessee or Lessee's agents, employees or contractors.
- b) Lessor will indemnify and hold Lessee harmless from and against any and all liability, damages, penalties or judgments arising from injury to person or property sustained by anyone on or about the Leased Premises if caused by the negligence or willful misconduct of Lessor or Lessor's agents, employees or contractors.
- c) Lessee will indemnify and hold Lessor harmless from and against any loss, cost, damage, or expense arising out of or relating to the presence of Hazardous Material (as defined in Subsection D below) on or about the Leased Premises due to the act or omission of Lessee, its employees, agents or contractors. Lessor will indemnify and hold Lessee harmless from and against any loss, cost, damage or expense arising out of or relating to the presence of Hazardous Materials on or about the Leased Premises unless due to the act or omission of Lessee, its employees, agents or contractors. This Subsection C will survive the termination or expiration of this Lease. Nothing contained in this Subsection C or otherwise in this Lease will be construed to expand the liability of Lessee with respect to the presence of Hazardous Materials on the Land beyond the express liability of Lessee set forth in this Subsection C.
- d) Lessor and Lessee shall not use, operate or permit the use of the Leased Premises in any manner for the storage, use, treatment, manufacture or disposal of any Hazardous Materials (as defined in this subparagraph). To Lessor's actual knowledge, the Land has never been used or operated by any other party for the storage, use, treatment, manufacturing or disposal of any Hazardous Materials. The term "Hazardous Materials" means: (i) any "hazardous wastes" as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time, and regulations promulgated under that Act; (ii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in or for the purposes of the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "superfund" or "superlien" law (42 U.S.C. Section 9601 et. seq.), or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, and specifically identified and known as a hazardous, toxic or dangerous waste, substance or material as of the date hereof including any petroleum, petroleum products or waste.

16. COMPLIANCE WITH LAWS. Lessee shall promptly observe and comply with all federal, state, and municipal laws, orders, and regulations, including airport rules and

regulations promulgated by the Lessor or any other proper authority having jurisdiction over the conduct of operations at the airport, which impose any duty upon Lessee with respect to the Leased Premises or use thereof. Lessee shall hold Lessor harmless and indemnify Lessor, including Lessor's officers, employees and agents from any loss, including reasonable attorney's fees and legal expenses, liability and damages whatsoever directly or indirectly arising out of or based upon the violation or alleged violation of any federal, state or local environmental law arising from or out of Lessee's use or occupancy of the Leased Premises.

17. **AIRPORT DEVELOPMENT.** Lessor reserves the right to further develop or improve 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.

18. **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 with respect 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. In addition, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

19. **AFFIRMATIVE ACTION.** Lessee assures that Lessee will undertake an affirmative action program if required by 14 CFR Part 152, Sub-part E, in order to ensure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities on the Leased Premises covered in 14 CFR Part 152, Sub-part E. If Sub-part E is applicable to Lessee, Lessee assures that no person shall be excluded on these grounds from participating and/or receiving the services or benefits of any program or activity covered by said sub-part and that it will require that covered sub-organizations of Lessee provide assurances to Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR, Part 152, Sub-part E, to the same effect.

20. **OBSTRUCTION LIGHTS.** Lessee agrees that Lessor may install, operate and maintain proper obstruction lights on the tops of all buildings or structures now or hereinafter erected or placed on the premises. Any such installation, operation or maintenance shall be without cost to the Lessee.

21. **AIRPORT CLOSING.** During the period when the airport shall be closed by any lawful authority restricting the use of the airport in such manner as to interfere with the use of the same by Lessee, the rental provided herein shall abate and the period of such closure shall be added to the term of this agreement so as to extend said term.

In such event the airport shall be permanently closed by any lawful authority or in the event the Lessor shall determine to sell the airport or otherwise terminate or withdraw from the ownership or operation of the airport, the Lessor shall offer Lessee any one, or in the discretion of the Lessor, more than one of the following options:

- 1) The right to continue this lease with all of its terms, conditions and provisions for the remainder of the term subject to the Lessor's assignment of all its interest, rights and obligations hereunder to such party as Lessor may name.
- 2) The right to continue in possession of the Leased Premises for the remainder of the term of this lease but in accordance with the terms of an amended lease which shall reflect the cessation of operations at the airport and shall allow reasonable commercial or agricultural use of the Leased Premises by Lessee as may be practicable taking into consideration the uses made of surrounding properties and applicable state and local laws pertaining to the use of Leased Premises proposed by the Lessee.

22. **GENERAL PROVISIONS.** Time shall be of essence as to each and every provision of this lease. No waiver of any breach or breaches of any provisions of this lease shall be construed to be a waiver of any proceeding or succeeding breach of such provision or of any other provision hereto. The terms, conditions and provisions of this lease shall inure to and be binding upon Lessor and Lessee and their respective representatives, successors, and assigns. This Lease shall supercede and cancel any prior Leases existing between the parties hereto.

23. **SEVERABILITY.** Should any provision of this lease be determined by a Court of competent jurisdiction to be unenforceable, the remaining provisions shall not be affected thereby.

24. **ARBITRATION.** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association using one arbitrator, or other arbitration procedure by mutual agreement, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding upon the parties.

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

Dated this 18th day of Oct., 2018.

Wings USA Inc
VP & Pres. Lessee
PO Box 1196

Address

San Jose, CA 95128
City, State, Zip Code

Dated this _____ day of _____, 20____.

IOWA COUNTY, WISCONSIN

By:

Iowa County Airport Commission, Lessor

Address

City, State, Zip Code

HANGAR LEASE AGREEMENT

This agreement, made and entered into on behalf of Iowa County, a political subdivision of the State of Wisconsin, by the Airport Commission of the Iowa County Airport, established by Iowa County in accordance with Wisconsin Statute §114.14, hereinafter called the Lessor and WINGS USA Inc., whose address is PO Box 1196 hereinafter called the Lessee.

WHEREAS, the Lessor is vested with jurisdiction for the construction, improvement, equipment, maintenance and operation of the Iowa County Airport located at 3151 Hwy 39 Mineral Point, Wisconsin; and,

WHEREAS, Lessor and Lessee each desire to enter into a lease of a portion of the airport premises for use by the Lessee as a private aircraft hangar, in accordance with the terms of this agreement and any ordinance or rules and regulations governing the use and operation of the airport as now exists or may hereafter be adopted by any federal, state or local governmental agency;

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions and provisions herein contained, Lessor and Lessee agree as follows:

1. **LEASED PREMISES.** Lessor leases to Lessee hangar space described as: Hangar No. 8 ("Leased Premises"), for the purpose of storing the following aircraft:

Aircraft Make Piper

Aircraft Model PA34-200

Aircraft Year 1974

Aircraft Registration Number N56676

Aircraft Serial Number 34-7450020

The aircraft to be stored within the Leased Premises, as described above, may be modified by mutual written agreement of the parties. Lessor reserves a perpetual right, privilege and easement to construct, maintain and operate any utilities and appurtenances thereto, in, upon, under, across and through the Leased Premises, together with the right of ingress to and egress from said Leased Premises for the purpose of constructing, inspecting, repairing, maintaining and replacing any utility located thereon, and for doing anything necessary, useful or convenient for the full enjoyment of the easement reserved herein.

2. **TERM. (Strike One)**

(a) The term of this lease shall commence on the 1st day of Nov, 2018 and shall be for a period of one year. This lease may be extended annually by the mutual consent of the parties hereto.

9 months

(b) The term of this lease shall commence on the 1st day of Aug. 2019 and shall be month to month.

3. **RENT AND UTILITIES.** Lessee agrees to pay to Lessor for the use of the Leased Premises a rental fee of \$125.00 per month on a month to month basis or an annual period for an annual charge of \$1,500.00 plus the additional utility cost of electricity. For a month to month lease, the Lessee shall be invoiced for these charges every odd month of the year, with payment due on the date indicated on the invoice. For an annual lease, the Lessee shall pay the annual fee upon authorization of the agreement. Lessee shall be charged interest at a rate of 12 percent per annum on any amounts due and owing from the tenth (10th) day after the date due until paid.

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

5. **PREMISES TO BE MAINTAINED.** Lessee shall maintain the Leased Premises occupied hereunder in good order and repair, and shall not store or otherwise permit to remain outside the hangar any debris, or other items of personal property.

Lessee shall be responsible for any damage to the Lessor's property caused by Lessee's use of the Leased Premises, other than normal wear and tear excepted.

Hangars must be kept free of flammable material, for example paper, cardboard, oil, fuel, solvents, parts and anything else that may be determined as a fire hazard excepting fuel or oil stored in aircraft tanks or engines. Hazardous or toxic materials may not be stored or maintained on the Leased Premises. Small amounts of oil not to exceed forty eight quarts may be stored in the Leased Premises. Used oil and solvents must be disposed of properly and not stored in the Leased Premises.

Lessor agrees to provide general snow removal services to the Leased Premises after all runways, aprons, and primary taxiways have first been cleared except that Lessee shall at all times be responsible for snow removal within the first ten (10) feet of the hangar door.

Lessor is responsible for general upkeep and maintenance. Damage caused by the Lessee, other than normal wear and tear, shall be paid by the Lessee and upon invoicing shall be due with the next regular monthly rental payment.

6. **RIGHT TO INSPECT.** Lessor reserves the right to enter upon the Leased Premises at any reasonable time upon reasonable notice, reasonably being defined to mean no more than 48 hours, for the purpose of making any inspection it may deem expedient to the

proper enforcement of any of the covenants or conditions of this agreement and to ensure compliance with the Rules and Regulations of the Iowa County Airport.

7. **STORAGE OF AIRCRAFT.** Aircraft stored in the Leased Premises shall be properly registered with the federal and state agencies and in airworthy condition. If an aircraft is not properly registered or in an airworthy condition (for example, not in compliance with an annual inspection), this hangar lease shall be void and the aircraft removed from the Leased Premises by the registered owner or responsible person, except with written permission from the Airport Commission.

8. **INSURANCE.** Lessee shall provide Lessor or its agent the aircraft liability insurance for the aircraft to be housed in the Leased Premises. Lessee shall maintain a minimum public liability insurance coverage in the amount of \$100,000.00 each person and \$1,000,000.00 each accident for bodily injury or wrongful death and \$1,000,000.00 for property damage, covering Lessee's activities on the Leased Premises. Such insurance shall indemnify Lessor and hold it harmless from any claims, damages, judgments and expenses, including reasonable attorney's fees, resulting from the acts or omissions of the Lessee. The policy or policies shall provide that the insurance shall not be canceled nor shall there be any change in the scope or amount of coverage of the policy unless thirty days prior notice shall be given to Lessee and Lessor.

The policy or policies, or certificate thereof, shall be delivered to Lessor upon commencement of the term of this lease, and upon renewal of the term of this lease. Upon renewal, the amount of insurance coverage as provided in this paragraph shall be subject to reasonable revision by the Airport Commission.

If, during the term of this lease, said insurance shall lapse or otherwise be cancelled, this lease shall automatically terminate and Lessee shall immediately vacate the Leased Premises unless another policy has been filed and approved in accordance with this section. The requirements of this section shall apply to any aircraft stored on the Leased Premises which aircraft shall be identified on the policy by the "N" number.

9. **STORAGE OF NON-AVIATION EQUIPMENT & COMMERCIAL USE.**

The Leased Premises are to be used only for the storage of private aircraft and shall not be used for commercial aviation purposes except with written permission from the Airport Commission and proper licensure and modification of the Lease to allow for such commercial use in compliance with the Iowa County Airport Minimum Standards for Commercial Aeronautical Activities. The storage of cars, boats and other non-aviation equipment is permitted to a maximum of 25% of the square footage of the hangar space. In addition, a personal vehicle may be stored on the Leased Premises while the aircraft is being flown.

10. **OPERATION AND MAINTENANCE OF AIRCRAFT.** Lessee shall operate aircraft and vehicles, whether on the Leased Premises or on Lessor's property, in a safe and responsible manner. Lessee shall be entitled to engage in maintenance activities permitted by applicable federal aviation regulations on its own aircraft, provided that such maintenance activities can be accomplished through the use of hand tools and small power tools.

11. **REMOVAL OF LESSEE'S PROPERTY.** Upon termination of this lease for any reason, Lessee shall immediately remove any aircraft or personal property owned by Lessee from the Leased Premises. Should Lessee fail to comply with this paragraph, Lessor may remove Lessee's property from the Leased Premises and assess the reasonable cost for such removal against the Lessee, including a rental fee equal to twice the normal monthly rental apportioned on a daily basis.

12. **NO ASSIGNMENT.** Lessee shall not, at any time during the term of this lease, assign, sublet, or transfer the Leased Premises or any interest therein, without the prior written consent of the Lessor.

13. **DEFAULT.** Lessee shall be deemed in default of this lease upon occurrence of any of the following events:

- a) The failure to pay rent within thirty days after the due date.
- b) The filing of proceedings in bankruptcy or for reorganization of Lessee or the adjustment of any Lessee's debts under the bankruptcy act as amended, or any part thereof, or under any other laws, whether state or federal, for the relief of debtors now or hereafter existing.
- c) The appointment of a receiver for Lessee or for any substantial part of Lessee's assets or the institution of proceedings for the dissolution or the full or partial liquidation of Lessee.
- d) Lessee admitting to an inability to pay debts as they mature or Lessee making assignment for the benefit of creditors under Chapter 128, Wis. Stats.
- e) Failure to comply with any restrictions in this lease or the Rules and Regulations of the Iowa County Airport, which are incorporated and adopted herein by reference, or failure to keep any of its covenants or perform any of the agreements or conditions required to be observed or performed by Lessee for a period of thirty days after written notice thereof as given to Lessee by Lessor.

Default of Lessee shall authorize Lessor, at Lessor's option, and without further legal proceedings, to declare this lease forfeited, void, canceled and the term thereof ended, and Lessor may therefore re-enter the Leased Premises, without notice or demand, and take possession of the Leased Premises, and Lessee shall be liable to Lessor for all loss or damages resulting from any default or violation, including Court costs and reasonable attorney's fees.

14. **NOTICE.** Any notice to be given by either party to the other pursuant to the provisions of this lease or any law, shall be given by written notice via return receipt lettered delivery, addressed to the party for whom it is intended, at the address set forth in this Lease, or at such other address as such party shall designate in writing.

15. **GENERAL RECIPROCAL INDEMNITY.**

- a) Lessee will indemnify and hold Lessor harmless from and against any and all liability, damages, penalties or judgments arising from injury to person or property sustained by anyone on or about the Leased Premises, if caused by negligence or willful misconduct of Lessee or Lessee's agents, employees or contractors.
- b) Lessor will indemnify and hold Lessee harmless from and against any and all liability, damages, penalties or judgments arising from injury to person or property sustained by anyone on or about the Leased Premises if caused by the negligence or willful misconduct of Lessor or Lessor's agents, employees or contractors.
- c) Lessee will indemnify and hold Lessor harmless from and against any loss, cost, damage, or expense arising out of or relating to the presence of Hazardous Material (as defined in Subsection D below) on or about the Leased Premises due to the act or omission of Lessee, its employees, agents or contractors. Lessor will indemnify and hold Lessee harmless from and against any loss, cost, damage or expense arising out of or relating to the presence of Hazardous Materials on or about the Leased Premises unless due to the act or omission of Lessee, its employees, agents or contractors. This Subsection C will survive the termination or expiration of this Lease. Nothing contained in this Subsection C or otherwise in this Lease will be construed to expand the liability of Lessee with respect to the presence of Hazardous Materials on the Land beyond the express liability of Lessee set forth in this Subsection C.
- d) Lessor and Lessee shall not use, operate or permit the use of the Leased Premises in any manner for the storage, use, treatment, manufacture or disposal of any Hazardous Materials (as defined in this subparagraph). To Lessor's actual knowledge, the Land has never been used or operated by any other party for the storage, use, treatment, manufacturing or disposal of any Hazardous Materials. The term "Hazardous Materials" means: (i) any "hazardous wastes" as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time, and regulations promulgated under that Act; (ii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in or for the purposes of the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "superfund" or "superlien" law (42 U.S.C. Section 9601 et. seq.), or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, and specifically identified and known as a hazardous, toxic or dangerous waste, substance or material as of the date hereof including any petroleum, petroleum products or waste.

16. **COMPLIANCE WITH LAWS.** Lessee shall promptly observe and comply with all federal, state, and municipal laws, orders, and regulations, including airport rules and

regulations promulgated by the Lessor or any other proper authority having jurisdiction over the conduct of operations at the airport, which impose any duty upon Lessee with respect to the Leased Premises or use thereof. Lessee shall hold Lessor harmless and indemnify Lessor, including Lessor's officers, employees and agents from any loss, including reasonable attorney's fees and legal expenses, liability and damages whatsoever directly or indirectly arising out of or based upon the violation or alleged violation of any federal, state or local environmental law arising from or out of Lessee's use or occupancy of the Leased Premises.

17. **AIRPORT DEVELOPMENT.** Lessor reserves the right to further develop or improve 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.

18. **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 with respect 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. In addition, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

19. **AFFIRMATIVE ACTION.** Lessee assures that Lessee will undertake an affirmative action program if required by 14 CFR Part 152, Sub-part E, in order to ensure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities on the Leased Premises covered in 14 CFR Part 152, Sub-part E. If Sub-part E is applicable to Lessee, Lessee assures that no person shall be excluded on these grounds from participating and/or receiving the services or benefits of any program or activity covered by said sub-part and that it will require that covered sub-organizations of Lessee provide assurances to Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR, Part 152, Sub-part E, to the same effect.

20. **OBSTRUCTION LIGHTS.** Lessee agrees that Lessor may install, operate and maintain proper obstruction lights on the tops of all buildings or structures now or hereinafter erected or placed on the premises. Any such installation, operation or maintenance shall be without cost to the Lessee.

21. **AIRPORT CLOSING.** During the period when the airport shall be closed by any lawful authority restricting the use of the airport in such manner as to interfere with the use of the same by Lessee, the rental provided herein shall abate and the period of such closure shall be added to the term of this agreement so as to extend said term.

In such event the airport shall be permanently closed by any lawful authority or in the event the Lessor shall determine to sell the airport or otherwise terminate or withdraw from the ownership or operation of the airport, the Lessor shall offer Lessee any one, or in the discretion of the Lessor, more than one of the following options:

- 1) The right to continue this lease with all of its terms, conditions and provisions for the remainder of the term subject to the Lessor's assignment of all its interest, rights and obligations hereunder to such party as Lessor may name.
- 2) The right to continue in possession of the Leased Premises for the remainder of the term of this lease but in accordance with the terms of an amended lease which shall reflect the cessation of operations at the airport and shall allow reasonable commercial or agricultural use of the Leased Premises by Lessee as may be practicable taking into consideration the uses made of surrounding properties and applicable state and local laws pertaining to the use of Leased Premises proposed by the Lessee.

22. **GENERAL PROVISIONS.** Time shall be of essence as to each and every provision of this lease. No waiver of any breach or breaches of any provisions of this lease shall be construed to be a waiver of any proceeding or succeeding breach of such provision or of any other provision hereto. The terms, conditions and provisions of this lease shall inure to and be binding upon Lessor and Lessee and their respective representatives, successors, and assigns. This Lease shall supercede and cancel any prior Leases existing between the parties hereto.

23. **SEVERABILITY.** Should any provision of this lease be determined by a Court of competent jurisdiction to be unenforceable, the remaining provisions shall not be affected thereby.

24. **ARBITRATION.** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association using one arbitrator, or other arbitration procedure by mutual agreement, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding upon the parties.

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

Dated this 18th day of Oct, 2018.

Wings USA Inc
By [Signature], Lessee
PO Box 1196
Address

Spencer, IL 61754-5354
City, State, Zip Code

Dated this _____ day of _____, 20____.

IOWA COUNTY, WISCONSIN

By:

Iowa County Airport Commission, Lessor

Address

City, State, Zip Code

HANGAR LEASE AGREEMENT

This agreement, made and entered into on behalf of Iowa County, a political subdivision of the State of Wisconsin, by the Airport Commission of the Iowa County Airport, established by Iowa County in accordance with Wisconsin Statute §114.14, hereinafter called the Lessor and MICHAEL MAURITZ, whose address is 1230 UNION ST
PLATTEVILLE WI 53818, hereinafter called the Lessee.

WHEREAS, the Lessor is vested with jurisdiction for the construction, improvement, equipment, maintenance and operation of the Iowa County Airport located at 3151 Hwy 39 Mineral Point, Wisconsin; and,

WHEREAS, Lessor and Lessee each desire to enter into a lease of a portion of the airport premises for use by the Lessee as a private aircraft hangar, in accordance with the terms of this agreement and any ordinance or rules and regulations governing the use and operation of the airport as now exists or may hereafter be adopted by any federal, state or local governmental agency;

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions and provisions herein contained, Lessor and Lessee agree as follows:

1. **LEASED PREMISES.** Lessor leases to Lessee hangar space described as: Hangar No. T5 ("Leased Premises"), for the purpose of storing the following aircraft:

Aircraft Make CHAMPION

Aircraft Model CITABRIA GCBC

Aircraft Year 1969

Aircraft Registration Number _____

Aircraft Serial Number _____

The aircraft to be stored within the Leased Premises, as described above, may be modified by mutual written agreement of the parties. Lessor reserves a perpetual right, privilege and easement to construct, maintain and operate any utilities and appurtenances thereto, in, upon, under, across and through the Leased Premises, together with the right of ingress to and egress from said Leased Premises for the purpose of constructing, inspecting, repairing, maintaining and replacing any utility located thereon, and for doing anything necessary, useful or convenient for the full enjoyment of the easement reserved herein.

2. **TERM.** *(Strike One)*

(a) The term of this lease shall commence on the 1st day of November, 2018, and shall be for a period of one year. This lease may be extended annually by the mutual consent of the parties hereto.

(b) The term of this lease shall commence on the 1st day of November, 2018, and shall be month to month.

3. **RENT AND UTILITIES.** Lessee agrees to pay to Lessor for the use of the Leased Premises a rental fee of \$125.00 per month on a month to month basis or an annual period for an annual charge of \$1,500.00 plus the additional utility cost of electricity. For a month to month lease, the Lessee shall be invoiced for these charges every odd month of the year, with payment due on the date indicated on the invoice. For an annual lease, the Lessee shall pay the annual fee upon authorization of the agreement. Lessee shall be charged interest at a rate of 12 percent per annum on any amounts due and owing from the tenth (10th) day after the date due until paid.

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

5. **PREMISES TO BE MAINTAINED.** Lessee shall maintain the Leased Premises occupied hereunder in good order and repair, and shall not store or otherwise permit to remain outside the hangar any debris, or other items of personal property.

Lessee shall be responsible for any damage to the Lessor's property caused by Lessee's use of the Leased Premises, other than normal wear and tear excepted.

Hangars must be kept free of flammable material, for example paper, cardboard, oil, fuel, solvents, parts and anything else that may be determined as a fire hazard excepting fuel or oil stored in aircraft tanks or engines. Hazardous or toxic materials may not be stored or maintained on the Leased Premises. Small amounts of oil not to exceed forty eight quarts may be stored in the Leased Premises. Used oil and solvents must be disposed of properly and not stored in the Leased Premises.

Lessor agrees to provide general snow removal services to the Leased Premises after all runways, aprons, and primary taxiways have first been cleared except that Lessee shall at all times be responsible for snow removal within the first ten (10) feet of the hangar door.

Lessor is responsible for general upkeep and maintenance. Damage caused by the Lessee, other than normal wear and tear, shall be paid by the Lessee and upon invoicing shall be due with the next regular monthly rental payment.

6. **RIGHT TO INSPECT.** Lessor reserves the right to enter upon the Leased Premises at any reasonable time upon reasonable notice, reasonably being defined to mean no more than 48 hours, for the purpose of making any inspection it may deem expedient to the

proper enforcement of any of the covenants or conditions of this agreement and to ensure compliance with the Rules and Regulations of the Iowa County Airport.

7. **STORAGE OF AIRCRAFT.** Aircraft stored in the Leased Premises shall be properly registered with the federal and state agencies and in airworthy condition. If an aircraft is not properly registered or in an airworthy condition (for example, not in compliance with an annual inspection), this hangar lease shall be void and the aircraft removed from the Leased Premises by the registered owner or responsible person, except with written permission from the Airport Commission.

8. **INSURANCE.** Lessee shall provide Lessor or its agent the aircraft liability insurance for the aircraft to be housed in the Leased Premises. Lessee shall maintain a minimum public liability insurance coverage in the amount of \$100,000.00 each person and \$1,000,000.00 each accident for bodily injury or wrongful death and \$1,000,000.00 for property damage, covering Lessee's activities on the Leased Premises. Such insurance shall indemnify Lessor and hold it harmless from any claims, damages, judgments and expenses, including reasonable attorney's fees, resulting from the acts or omissions of the Lessee. The policy or policies shall provide that the insurance shall not be canceled nor shall there be any change in the scope or amount of coverage of the policy unless thirty days prior notice shall be given to Lessee and Lessor.

The policy or policies, or certificate thereof, shall be delivered to Lessor upon commencement of the term of this lease, and upon renewal of the term of this lease. Upon renewal, the amount of insurance coverage as provided in this paragraph shall be subject to reasonable revision by the Airport Commission.

If, during the term of this lease, said insurance shall lapse or otherwise be cancelled, this lease shall automatically terminate and Lessee shall immediately vacate the Leased Premises unless another policy has been filed and approved in accordance with this section. The requirements of this section shall apply to any aircraft stored on the Leased Premises which aircraft shall be identified on the policy by the "N" number.

9. **STORAGE OF NON-AVIATION EQUIPMENT & COMMERCIAL USE.**

The Leased Premises are to be used only for the storage of private aircraft and shall not be used for commercial aviation purposes except with written permission from the Airport Commission and proper licensure and modification of the Lease to allow for such commercial use in compliance with the Iowa County Airport Minimum Standards for Commercial Aeronautical Activities. The storage of cars, boats and other non-aviation equipment is permitted to a maximum of 25% of the square footage of the hangar space. In addition, a personal vehicle may be stored on the Leased Premises while the aircraft is being flown.

10. **OPERATION AND MAINTENANCE OF AIRCRAFT.** Lessee shall operate aircraft and vehicles, whether on the Leased Premises or on Lessor's property, in a safe and responsible manner. Lessee shall be entitled to engage in maintenance activities permitted by applicable federal aviation regulations on its own aircraft, provided that such maintenance activities can be accomplished through the use of hand tools and small power tools.

11. **REMOVAL OF LESSEE'S PROPERTY.** Upon termination of this lease for any reason, Lessee shall immediately remove any aircraft or personal property owned by Lessee from the Leased Premises. Should Lessee fail to comply with this paragraph, Lessor may remove Lessee's property from the Leased Premises and assess the reasonable cost for such removal against the Lessee, including a rental fee equal to twice the normal monthly rental apportioned on a daily basis.

12. **NO ASSIGNMENT.** Lessee shall not, at any time during the term of this lease, assign, sublet, or transfer the Leased Premises or any interest therein, without the prior written consent of the Lessor.

13. **DEFAULT.** Lessee shall be deemed in default of this lease upon occurrence of any of the following events:

- a) The failure to pay rent within thirty days after the due date.
- b) The filing of proceedings in bankruptcy or for reorganization of Lessee or the adjustment of any Lessee's debts under the bankruptcy act as amended, or any part thereof, or under any other laws, whether state or federal, for the relief of debtors now or hereafter existing.
- c) The appointment of a receiver for Lessee or for any substantial part of Lessee's assets or the institution of proceedings for the dissolution or the full or partial liquidation of Lessee.
- d) Lessee admitting to an inability to pay debts as they mature or Lessee making assignment for the benefit of creditors under Chapter 128, Wis. Stats.
- e) Failure to comply with any restrictions in this lease or the Rules and Regulations of the Iowa County Airport, which are incorporated and adopted herein by reference, or failure to keep any of its covenants or perform any of the agreements or conditions required to be observed or performed by Lessee for a period of thirty days after written notice thereof as given to Lessee by Lessor.

Default of Lessee shall authorize Lessor, at Lessor's option, and without further legal proceedings, to declare this lease forfeited, void, canceled and the term thereof ended, and Lessor may therefore re-enter the Leased Premises, without notice or demand, and take possession of the Leased Premises, and Lessee shall be liable to Lessor for all loss or damages resulting from any default or violation, including Court costs and reasonable attorney's fees.

14. **NOTICE.** Any notice to be given by either party to the other pursuant to the provisions of this lease or any law, shall be given by written notice via return receipt lettered delivery, addressed to the party for whom it is intended, at the address set forth in this Lease, or at such other address as such party shall designate in writing.

15. **GENERAL RECIPROCAL INDEMNITY.**

- a) Lessee will indemnify and hold Lessor harmless from and against any and all liability, damages, penalties or judgments arising from injury to person or property sustained by anyone on or about the Leased Premises, if caused by negligence or willful misconduct of Lessee or Lessee's agents, employees or contractors.
- b) Lessor will indemnify and hold Lessee harmless from and against any and all liability, damages, penalties or judgments arising from injury to person or property sustained by anyone on or about the Leased Premises if caused by the negligence or willful misconduct of Lessor or Lessor's agents, employees or contractors.
- c) Lessee will indemnify and hold Lessor harmless from and against any loss, cost, damage, or expense arising out of or relating to the presence of Hazardous Material (as defined in Subsection D below) on or about the Leased Premises due to the act or omission of Lessee, its employees, agents or contractors. Lessor will indemnify and hold Lessee harmless from and against any loss, cost, damage or expense arising out of or relating to the presence of Hazardous Materials on or about the Leased Premises unless due to the act or omission of Lessee, its employees, agents or contractors. This Subsection C will survive the termination or expiration of this Lease. Nothing contained in this Subsection C or otherwise in this Lease will be construed to expand the liability of Lessee with respect to the presence of Hazardous Materials on the Land beyond the express liability of Lessee set forth in this Subsection C.
- d) Lessor and Lessee shall not use, operate or permit the use of the Leased Premises in any manner for the storage, use, treatment, manufacture or disposal of any Hazardous Materials (as defined in this subparagraph). To Lessor's actual knowledge, the Land has never been used or operated by any other party for the storage, use, treatment, manufacturing or disposal of any Hazardous Materials. The term "Hazardous Materials" means: (i) any "hazardous wastes" as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time, and regulations promulgated under that Act; (ii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in or for the purposes of the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "superfund" or "superlien" law (42 U.S.C. Section 9601 et. seq.), or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, and specifically identified and known as a hazardous, toxic or dangerous waste, substance or material as of the date hereof including any petroleum, petroleum products or waste.

16. **COMPLIANCE WITH LAWS.** Lessee shall promptly observe and comply with all federal, state, and municipal laws, orders, and regulations, including airport rules and

regulations promulgated by the Lessor or any other proper authority having jurisdiction over the conduct of operations at the airport, which impose any duty upon Lessee with respect to the Leased Premises or use thereof. Lessee shall hold Lessor harmless and indemnify Lessor, including Lessor's officers, employees and agents from any loss, including reasonable attorney's fees and legal expenses, liability and damages whatsoever directly or indirectly arising out of or based upon the violation or alleged violation of any federal, state or local environmental law arising from or out of Lessee's use or occupancy of the Leased Premises.

17. **AIRPORT DEVELOPMENT.** Lessor reserves the right to further develop or improve 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.

18. **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 with respect 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. In addition, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

19. **AFFIRMATIVE ACTION.** Lessee assures that Lessee will undertake an affirmative action program if required by 14 CFR Part 152, Sub-part E, in order to ensure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities on the Leased Premises covered in 14 CFR Part 152, Sub-part E. If Sub-part E is applicable to Lessee, Lessee assures that no person shall be excluded on these grounds from participating and/or receiving the services or benefits of any program or activity covered by said sub-part and that it will require that covered sub-organizations of Lessee provide assurances to Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR, Part 152, Sub-part E, to the same effect.

20. **OBSTRUCTION LIGHTS.** Lessee agrees that Lessor may install, operate and maintain proper obstruction lights on the tops of all buildings or structures now or hereinafter erected or placed on the premises. Any such installation, operation or maintenance shall be without cost to the Lessee.

21. **AIRPORT CLOSING.** During the period when the airport shall be closed by any lawful authority restricting the use of the airport in such manner as to interfere with the use of the same by Lessee, the rental provided herein shall abate and the period of such closure shall be added to the term of this agreement so as to extend said term.

In such event the airport shall be permanently closed by any lawful authority or in the event the Lessor shall determine to sell the airport or otherwise terminate or withdraw from the ownership or operation of the airport, the Lessor shall offer Lessee any one, or in the discretion of the Lessor, more than one of the following options:

- 1) The right to continue this lease with all of its terms, conditions and provisions for the remainder of the term subject to the Lessor's assignment of all its interest, rights and obligations hereunder to such party as Lessor may name.
- 2) The right to continue in possession of the Leased Premises for the remainder of the term of this lease but in accordance with the terms of an amended lease which shall reflect the cessation of operations at the airport and shall allow reasonable commercial or agricultural use of the Leased Premises by Lessee as may be practicable taking into consideration the uses made of surrounding properties and applicable state and local laws pertaining to the use of Leased Premises proposed by the Lessee.

22. GENERAL PROVISIONS. Time shall be of essence as to each and every provision of this lease. No waiver of any breach or breaches of any provisions of this lease shall be construed to be a waiver of any proceeding or succeeding breach of such provision or of any other provision hereto. The terms, conditions and provisions of this lease shall inure to and be binding upon Lessor and Lessee and their respective representatives, successors, and assigns. This Lease shall supercede and cancel any prior Leases existing between the parties hereto.

23. SEVERABILITY. Should any provision of this lease be determined by a Court of competent jurisdiction to be unenforceable, the remaining provisions shall not be affected thereby.

24. ARBITRATION. Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association using one arbitrator, or other arbitration procedure by mutual agreement, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding upon the parties.

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

Dated this 18th day of October, 2018.

Michael Maurity
_____, Lessee

1236 UNION ST

Address

PLATTEVILLE 53818

City, State, Zip Code

Dated this _____ day of _____, 20____.

IOWA COUNTY, WISCONSIN

By:

Iowa County Airport Commission, Lessor

Address

City, State, Zip Code

AGENDA ITEM COVER SHEET

Title: Hangar remodelling project

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

John Delaney leases property for his hangar #16. He would like a side letter agreement with the commission to perform a remodeling and expansion project on his hangar. This will require revision of some stipulations of the original agreement due to exceeding the size of of hangar originally agreed to in section 4 on page 33.

RECOMMENDATIONS (IF ANY):

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Copy of lease agreement. Proposal of expansion will be provided at the meeting as a handout.

FISCAL IMPACT:

Potential increase to rent based on the square footage of hangar space.

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10 minutes

COMPLETED BY: CRH

DEPT: highway

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 11-12-2018

AGENDA ITEM # 8

COMMITTEE ACTION:

153921

LEASE

VOL 371 PAGE 360

This indenture of lease made and entered into this 1st day of September, 1983, by and between Iowa County Airport Lessor, and David M. Perrin, Lessee.

WITNESSETH:

1. Description : The Lessor, for and in consideration of the rentals provided hereinafter, and the covenants and agreements hereinafter contained, hereby demises, lets and leases unto the Lessee the following described premises:

2. Length of term and rent: To Have and to Hold the said premises for the term of 99 years, beginning the 1st day of Sept., 1983, for a rental of \$63 per year, payable at the beginning of each lease year. Rate changes may be made at the annual meeting of corporation upon agreement with corporation Board of Directors and Hangar owner, but no more than 5% at one time.

3. Uses: It is understood and agreed by and between the parties hereto that property described herein is to be used for aviation purposes. That Lessee may erect a hangar on said premises. Further, that the property may be used only for housing of planes and auxiliary equipment connected with airplanes, and may not be used for other purposes, such as agriculture, storage of non-aviation materials, etc. It is further agreed by Lessee that premises will be maintained in neat, orderly and clean condition. Premises may not be used for unlawful purposes.

4. Hangars erected on leased premises shall be a maximum of 36 feet by 26 feet and space between hangars a minimum of 12 feet. No hangar may be constructed within the area beginning 125 feet from center of the runway, and thereafter at a 1 to 7 rate of pitch. All hangars to be constructed shall be at least a pole type construction with new metal covering. Such buildings must compare favorable with other previously constructed hangars.

5. Limitation on liability of Lessor : The Lessor shall not be liable for any injuries or damages to persons or property occasioned by the construction of the buildings, or use of said property and buildings by Lessee or others.

6. Taxes: Real and personal taxes levied on leased property shall be paid by Lessee. Insurance and utilities to be paid by Lessee on property occupied by him.

7. Sub-leasing, sale or transfer: The Lessee shall not sublet said premises or any part thereof without written consent of Lessor. Lessee may sell hangars erected on said premises to sub-lessees in connection with approved sub-lease to new owner. Provisions of this lease are binding on sub-lessees.

10.00
180859

LEASE

HANGER No. 16

VOL 0427 PAGE 703

This indenture of lease made and entered into this 12 day
of JANUARY, 1991, by and between _____, Dodge County Airport,
Lessor, and JACK DELANEY, Lessee.

WITNESSETH:

1. Description : The Lessor, for and in consideration of
the rentals provided hereinafter, and the covenants and agreements
hereinafter contained, hereby demises, lets and leases unto the Lessee
the following described premises: LOT 16 SW 1/4 OF SEC 23 T15S R45E 2E
LINDEN, IOWA COUNTY WISCONSIN

2. Length of term and rent: To Have and to Hold the said
premises for the term of 99 years, beginning the 1st day of JANUARY,
1991, for a rental of \$ 80.00 per year, payable at the beginning of each
lease year. Rate changes may be made at the annual meeting of corporation
upon agreement with corporation Board of Directors and Hangar owner,
but no more than 5 % at one time.

3. Uses: It is understood and agreed by and between the parties
hereto that property described herein is to be used for aviation purposes.
That Lessee may erect a hangar on said premises. Further, that the
property may be used only for housing of planes and auxiliary equipment
connected with airplanes, and may not be used for other purposes, such as
agriculture, storage of non-aviation materials, etc. It is further agreed by
Lessee that premises will be maintained in neat, orderly and clean condition.
Premises may not be used for unlawful purposes.

4. Hangars erected on leased premises shall be a maximum of
32 feet by 44 feet and space between hangars a minimum of 10 feet.
No hangar may be constructed within the area beginning 125 feet from center
of the runway, and thereafter at a 1 to 7 rate of pitch. All hangars
to be constructed shall be at least a pole type construction with new
metal covering. Such buildings must compare favorable with other
previously constructed hangars.

5. Limitation on liability of Lessor : The Lessor shall not be
liable for any injuries or damages to persons or property occasioned by
the construction of the buildings, or use of said property and buildings
by Lessee or others.

6. Taxes: Real and personal taxes levied on leased property
shall be paid by Lessee. Insurance and utilities to be paid by Lessee
on property occupied by him.

7. Sub-leasing, sale or transfer: The Lessee shall not sublet said
said premises or any part thereof without written consent of Lessor.
Lessee may sell hangars erected on said premises to sub-lessees
in connection with approved sub-lease to new owner. Provisions of this
lease are binding on sub-lessees.

8. Entry by Lessor: The lessor or authorized representatives may at any and all reasonable times enter said premises to inspect same for lease violations, etc.

9. Termination of Lease and surrender of premises: If default is made in payment of rent, or if Lessee shall violate any of the covenants or agreements herein, have bankruptcy petition filed by or against him, or make an assignment for benefit of creditors, the Lessor or his legal representative shall have the right to declare the lease null and void, the term ended, and take necessary action to protect its interests. This lease may be terminated by mutual agreement or both parties. Sale or transfer of title to airport property by Lessor will be made subject to current leases.

IN WITNESS OF Iowa County Airport

by its ~~President and Secretary and~~ Manager

have signed ~~and countersigned~~ this instrument and duly executed same.

THE PRESENCE OF:

Robert Rickard

Robert Rickard

RECORDED

April 26, 1991

9:45 O'CLOCK A M

Lynn T. Martin

LYNN T. MARTIN

Iowa County Reg. of Deeds

Dodgeville, WI 53533

James Middagh MANAGER
James Middagh
Iowa County Airport Commission

President

countersigned: _____

Secretary
and Treasurer

Lessee

John O. Delaney
John O. Delaney

State of Wisconsin

County of Iowa

Personally came before me this 26th day of April, 1991,

James Middagh,

to me known to be ~~respectively President and Secretary of the Iowa County~~
Manager of the Iowa County Airport Commission
~~Airport Commission~~ and John O. Delaney, persons

who executed the foregoing instrument and acknowledged the same.

Notary Seal

Lynn T. Martin
Notary Public - Iowa County, Wis.

Lynn T. Martin

My commission expires 4/3/94

180859

8. Entry by Lessor: The lessor or authorized representatives may at any and all reasonable times enter said premises to inspect same for lease violations, etc.

9. Termination of Lease and surrender of premises: If default is made in payment of rent, or if Lessee shall violate any of the covenants or agreements herein, have bankruptcy petition filed by or against him, or make an assignment for benefit of creditors, the Lessor or his legal representative shall have the right to declare the lease null and void, the term ended, and take necessary action to protect its interests. This lease may be terminated by mutual agreement or both parties. Sale or transfer of title to airport property by Lessor will be made subject to current leases.

IN WITNESS OF David M. Perrin

by its President and Secretary and _____
have signed and countersigned this instrument and duly executed same.

THE PRESENCE OF:

Iowa County Airport Commission

Mel Dudolski
President Chairman, Mel Dudolski

countersigned: Jim Middagh

Secretary Jim Middagh
and Treasurer

Lessee David M. Perrin
David M. Perrin

State of Wisconsin

County of Iowa

Personally came before me this 16th day of Sept., 1983.

Jim Middagh, Mel Dudolski, and David M. Perrin

to me known to be respectively Chairman and Secretary of the Iowa County

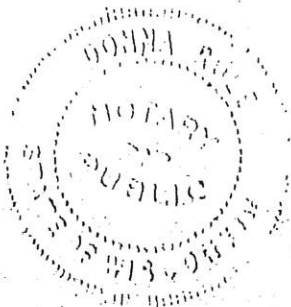
Airport Commission and lessee, persons

who executed the foregoing instrument and acknowledged the same.

Thomas Rule
Notary Public - Iowa County, Wis.

My commission expires 9/22/85

Notary Seal



RECORDED 1983

Sept 16 1:45 CLOCK P M

REG. OF DEEDS - IOWA COUNTY

(32)

180859

LEASE

HANGER No. 16

VOL 0427 PAGE 703

This indenture of lease made and entered into this 1st day of JANUARY, 1991, by and between _____, Lessor, and JACK DELANEY, Lessee. Dona County Airport

WITNESSETH:

1. Description : The Lessor, for and in consideration of the rentals provided hereinafter, and the covenants and agreements hereinafter contained, hereby demises, lets and leases unto the Lessee the following described premises: LOT 16 SW 1/4 OF SEC 23 TN 5 RANGE 2 E
LINDEN, IOWA COUNTY WISCONSIN

2. Length of term and rent: To Have and to Hold the said premises for the term of 99 years, beginning the 1st day of JANUARY, 1991, for a rental of \$ 80.00 per year, payable at the beginning of each lease year. Rate changes may be made at the annual meeting of corporation upon agreement with corporation Board of Directors and Hangar owner, but no more than 5 % at one time.

3. Uses: It is understood and agreed by and between the parties hereto that property described herein is to be used for aviation purposes. That Lessee may erect a hangar on said premises. Further, that the property may be used only for housing of planes and auxiliary equipment connected with airplanes, and may not be used for other purposes, such as agriculture, storage of non-aviation materials, etc. It is further agreed by Lessee that premises will be maintained in neat, orderly and clean condition. Premises may not be used for unlawful purposes.

4. Hangars erected on leased premises shall be a maximum of 32 feet by 44 feet and space between hangars a minimum of 10 feet. No hangar may be constructed within the area beginning 125 feet from center of the runway, and thereafter at a 1 to 7 rate of pitch. All hangars to be constructed shall be at least a pole type construction with new metal covering. Such buildings must compare favorable with other previously constructed hangars.

5. Limitation on liability of Lessor : The Lessor shall not be liable for any injuries or damages to persons or property occasioned by the construction of the buildings, or use of said property and buildings by Lessee or others.

6. Taxes: Real and personal taxes levied on leased property shall be paid by Lessee. Insurance and utilities to be paid by Lessee on property occupied by him.

7. Sub-leasing, sale or transfer: The Lessee shall not sublet said said premises or any part thereof without written consent of Lessor.

Lessee may sell hangars erected on said premises to sub-lessees in connection with approved sub-lease to new owner. Provisions of this lease are binding on sub-lessees.

Blank

AGENDA ITEM COVER SHEET

Title: Hangar sub-lease request

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

Alan Jewell and Tom James lease hangar L, which is a county owned hangar. A copy of the agreement is in the packets p35-40. The request to sublet is with regards to allow a third party to store a trailer (Land's End) in the hangar leased by James/Jewell. Section 4 of the lease does not allow storage of any non-aviation related equipment. section 9 does not allow a sublet without permission of the commission.

RECOMMENDATIONS (IF ANY):

Concerns with regards to liability. This is a county owned hangar which will store property of a third party whom the county does not have an agreement with if approved. Due to the overall amount of rent received from these individual lease agreements; it does not make sense to create another sub-lease unless deemed necessary by the commission. In the event that something occurs, the county should be held harmless as an issue between the tenants (leasee and sub-lessee) not the county with regards to damage of the stored items. Likewise the county should be protected should damages to the county property or hangar occur as a result of the stored goods.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Copy of lease agreement. Sections 4 and 9 pertain.

FISCAL IMPACT:

Insignificant

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10 minutes

COMPLETED BY: CRH

DEPT: highway

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 11-12-2018

AGENDA ITEM # 9

COMMITTEE ACTION:

Craig Hardy

From: Craig Hardy
Sent: Tuesday, November 06, 2018 1:56 PM
To: 'tjames1229'
Cc: Alan Jewell
Subject: RE: Trailer storage in Hanger L, Iowa Co. Airport

Tom/Allan,
Glad to see the lighting has worked out so well.

I have a couple of concerns with the Land's End trailer storage issue.

1. I do not have a lease with Land's End for the storage, but do with Allan Jewell; which defines insurance, protections, indemnities, requirements, and responsibilities created to protect us both in case of an incident. Land's End is not involved in that so how insurance liability be handled?
2. Section 6 does not allow storage of any other items non-aviation related. I realize some other leases on the property allow up to some % of the square footage to allow non-aviation property storage in the hangar. The commission would have to determine if that is to be allowable or not through an amendment of your lease or by side letter to your lease.
3. Section 9 also states you may not assign any portion of the hangar. In essence, if you want to allow Land's End to utilize a portion of the hangar for whatever reason; the commission would have to allow it or approve it through an amendment to the lease. The agreement states that may be possible but the decision lies with the commission.
4. Section 5 covers insurance requirements and responsibilities. With this being a county owned building, we do not have any type of an agreement with Land's End to cover those items. With the rents being a small amount \$250/month for the whole hangar versus commercial storage costs; other than a good faith gesture I do not know that is worthwhile for the county to pursue.

With that being said: my suggestion is if you do not have a problem with subletting a portion of the hangar space you have to someone (Land's End in this instance) for a limited period of time (over the winter months); I would suggest a request from the airport commission to allow a sublet of the space in the hangar for storage of non-personal items or items belonging to someone else for a period of not to exceed 6 months. Then with regards to the insurance issue they would fall under your coverage as a sublessee.

If interested I can place on the airport commission agenda for next week Monday November 12 the at the airport as an agenda item to discuss with the commission for their approval. Please advise as soon as possible.

Thanks

Craig E Hardy; PE/RLS
Iowa County Highway Commissioner
608-935-3381 X605
608-574-2935

Notice: This email is on a publicly owned system, subject to open records (sec. 19.21, et seq.) and archival (sec. 16.61, et seq.) requirements under Wisconsin State Law.

From: tjames1229 <tjames1229@gmail.com>
Sent: Tuesday, November 06, 2018 11:24 AM
To: Craig Hardy <Craig.Hardy@iowacounty.org>

Cc: Alan Jewell <aljewell144@gmail.com>

Subject: Trailer storage in Hanger L, Iowa Co. Airport

Craig,

Alan Jewell and I have hanger L rented at the Iowa County airport. Thank you for buying the new lights, they have made my working there on our aircraft much more pleasant and productive!

Last summer Lands End used our hangar to apply vinyl to a new airstream trailer they had purchased for business. At that time they had inquired about potentially storing 2 trailers and 2 pick up trucks in our hangar.

They just contacted me again today, and asked about storing one trailer only in the hangar for the winter. The trailer would not be removed during this time. One trailer would occupy much less than half of the hangar floor space.

With your agreement, I would like to give them a tentative OK to go ahead and place the trailer in the hangar. In the meantime, I could come to the next airport commission meeting and seek the approval of the board, if you feel it is necessary.

Please let me know what you think, and call if you would like to discuss.

Tom James
6084436619

Sent from my U.S.Cellular© Smartphone

Hangar Lease Agreement

This agreement, made by the Airport Commission of the Iowa County Airport, established by Iowa County in accordance with Wisconsin Statutes, (114.14), hereinafter called the Lessor and

ALAN JEWELL, whose address is 3362 County Road B
Dodgeville, WI 53533, hereinafter called the Lessee.

WHEREAS, the Lessor is the owner of the Iowa County Airport located at 3151 Hwy 39 Mineral Point, Wisconsin;

WHEREAS, the Lessor is vested with jurisdiction for the construction, improvement, equipment, maintenance and operation of said airport; and,

WHEREAS, Lessor and Lessee each desire to enter into a lease of a portion of the airport premises for use by the Lessee as a private aircraft hangar, in accordance with the terms of this agreement and any ordinance or rules and regulations governing the use and operation of the airport as now exists or may hereafter be adopted by any federal, state or local governmental agency;

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions and provisions herein contained, Lessor and Lessee agree as follows:

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

Aircraft Make _____

Aircraft Model _____

Aircraft Year _____

Aircraft Registration Number _____

Aircraft Serial Number _____

Lessor reserves a perpetual right, privilege and easement to construct, maintain and operate any utilities and appurtenances thereto, in, upon, under, across and through the leased premises, together with the right of ingress to and egress from said leased premises for the purpose of constructing, inspecting, repairing, maintaining and replacing any utility located thereon, and for doing anything necessary, useful or convenient for the full enjoyment of the easement reserved herein.

2. TERM. (Strike One)

(a) The term of this lease shall commence on the ____ day of _____, 20__, and shall be for a period of one year. This lease may be extended annually by the mutual consent of the parties hereto.

(b) The term of this lease shall commence on the 1st day of Oct, 2014, and shall be month to month.

3. PREMISES TO BE MAINTAINED. Lessee shall maintain the leased premises occupied hereunder in good order and repair, and shall not store or otherwise permit to remain outside the hangar any debris, or other items of personal property.

Lessee shall be responsible for any damage to the Lessor's property caused by lessee's use of the leased premises, other than normal wear and tear accepted.

Hangars must be kept free of flammable material, for example paper, cardboard, oil, fuel, solvents, parts and anything else that may be determined as a fire hazard excepting fuel or oil stored in aircraft tanks or engines. Hazardous or toxic materials may not be stored or maintained on the leased premises. Small amounts of oil not to exceed forty eight quarts may be stored in the leased premises. Used oil and solvents must be disposed of properly and not stored in the leased premises.

The Lessor is responsible for general upkeep and maintenance. Damage caused by the tenant, other than normal wear and tear, shall be paid by the tenant and shall be due with the next regular monthly rental payment.

4. STORAGE OF AIRCRAFT. Aircraft stored in the leased premises shall be properly registered with the federal and state agencies and in airworthy condition. If an aircraft is not properly registered or in an airworthy condition (for example, not in compliance with an annual inspection), this hangar lease shall be void and the aircraft removed from the premises by the registered owner or responsible person, except with written permission from the airport commission.

5. INSURANCE. Lessee shall provide Lessor or its agent the aircraft liability insurance for the aircraft to be housed in the leased premises. Lessee shall maintain a minimum public liability insurance coverage in the amount of \$100,000.00 each person and \$1,000,000.00 each accident for bodily injury or wrongful death and \$1,000,000.00 for property damage, covering Lessee's activities on the leased premises. Such insurance shall indemnify Lessor and hold it harmless from any claims, damages, judgements and expenses, including reasonable attorney's fees, resulting from the acts or omissions of the Lessee. The policy or policies shall provide that the insurance shall not be canceled nor there any change in the scope or amount of coverage of the policy unless thirty days prior notice shall be given to Lessee and Lessor.

The policy or policies, or certificate thereof, shall be delivered to Lessor upon commencement of the term of this lease, and upon renewal of the term of this lease. Upon renewal, the amount of insurance coverage as provided in this paragraph shall be subject to reasonable revision by the Airport Commission.

If, during the term of this lease, said insurance shall lapse or otherwise be cancelled, this lease shall automatically terminate and Lessee shall immediately vacate the leased premises. The requirements of this section shall apply to any aircraft stored on the leased premises which aircraft shall be identified on the policy by the "N" number.

6. STORAGE OF NON-AVIATION EQUIPMENT. The leased premises are to be used only for the storage of private aircraft and shall not be used for commercial aviation purposes except with written permission from the airport commission. The storage of cars, boats and other non-aviation equipment is not permitted. A personal vehicle may be stored on the leased premises while the aircraft is being flown.

7. OPERATION AND MAINTENANCE OF AIRCRAFT. Lessee shall operate aircraft and vehicles whether on the leased premises or on Lessor's property in a safe, responsible manner. Lessee shall be entitled to engage in maintenance activities permitted by applicable federal aviation regulations on its own aircraft, provided that such maintenance activities can be accomplished through the use of hand tools and small power tools.

8. REMOVAL OF LESSEE'S PROPERTY. Upon termination of this lease for any reason, Lessee shall immediately remove any aircraft or personal property owned by Lessee from the leased premises. Should Lessee fail to comply with this paragraph, Lessor may remove Lessee's property from the leased premises and assess the reasonable cost for such removal against the Lessee, including a rental fee equal to twice the normal monthly rental apportioned on a daily basis.

9. NO ASSIGNMENT. Lessee shall not, at any time during the term of this lease, assign, sublet, or transfer the leased premises or any interest therein, without the prior written consent of the Lessor.

10. DEFAULT. Lessee shall be deemed in default of this lease upon occurrence of any of the following events:

- 
- a) The failure to pay rent within thirty days after the due date.
 - b) The filing of proceedings in bankruptcy or for reorganization of Lessee or the adjustment of any Lessee's debts under the bankruptcy act as amended, or any part thereof, or under any other laws, whether state or federal, for the relief of debtors now or hereafter existing.
 - c) The appointment of a receiver for Lessee or for any substantial part of Lessee's assets or the institution of proceedings for the dissolution or the full or partial liquidation of Lessee.

- d) Lessee admitting to an inability to pay debts as they mature or Lessee making assignment for the benefit of creditors under Chapter 128, Wis. Stats.
- e) Failure to comply with any restrictions in this lease or failure to keep any of its covenants or perform any of the agreements or conditions required to be observed or performed by Lessee for a period of thirty days after written notice thereof as given to Lessee by Lessor.

Default of Lessee shall authorize Lessor, at Lessor's option, and without further legal proceedings, to declare this lease forfeited, void, canceled and the term thereof ended, and Lessor may therefore re-enter the leased premises, without notice or demand, and take possession of the premises, and Lessee shall be liable to Lessor for all loss or damages resulting from any default or violation, including Court costs and reasonable attorney's fees.

11. NOTICE. Any notice to be given by either party to the other pursuant to the provisions of this lease or any law, shall be given by written notice VIA return receipt lettered delivery, addressed to the party for whom it is intended, at the address set forth in this lease, or at such other address as such party shall designate in writing.

12. HOLD HARMLESS. Lessee shall be in exclusive control and possession of the leased premises and Lessee shall indemnify and hold harmless Lessor against and from all costs, expenses, liabilities, damage, claims and demands of whatever nature made by or on behalf of any person or persons arising out of or from the occupancy or use of the leased premises by Lessee or any wrongful act or omission of Lessee, its employees, agents, invitees, sub-tenants, licensees or contractors.

13. COMPLIANCE WITH LAWS. Lessee shall promptly observe and comply with all federal, state, and municipal laws, (Airport Rules and Regulations Ordinance No.800.03 and Minimum Standards Ordinance No.800.04) orders and regulations which impose any duty upon Lessee with respect to the leased premises or use thereof. Lessee shall hold Lessor harmless and indemnify Lessor, including Lessor's officers, employees and agents from any loss, including reasonable attorney's fees and legal expenses, liability and damages whatsoever directly or indirectly arising out of or based upon the violation or alleged violation of any federal, state or local environmental law arising from or out of Lessee's use or occupancy of the leased premises.

14. 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 with respect 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. In addition, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

15. AFFIRMATIVE ACTION. Lessee assures that Lessee will undertake an affirmative action program if required by 14 CFR Part 152, Sub-part E, in order to ensure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities on the leased premises covered in 14 CFR Part 152, Sub-part E. If Sub-part E is applicable to Lessee, Lessee assures that no person shall be excluded on these grounds from participating and/or receiving the services or benefits of any program or activity covered by said sub-part and that it will require that covered sub-organizations of Lessee provide assurances to Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR, Part 152, Sub-part E, to the same effect.

16. OBSTRUCTION LIGHTS. Lessee agrees that Lessor may install, operate and maintain proper obstruction lights on the tops of all buildings or structures now or hereinafter erected or placed on the premises. Any such installation, operation or maintenance shall be without cost to the Lessee.

17. AIRPORT CLOSING. During the period when the airport shall be closed by any lawful authority restricting the use of the airport in such manner as to interfere with the use of the same by Lessee, the rental provided herein shall abate and the period of such closure shall be added to the term of this agreement so as to extend said term.

In such event the airport shall be permanently closed by any lawful authority or in the event the Lessor shall determine to sell the airport or otherwise terminate or withdraw from the ownership or operation of the airport, the Lessor shall offer Lessee any one, or in the discretion of the Lessor, more than one of the following options:

- 1) The right to continue this lease with all of its terms, conditions and provisions for the remainder of the term subject to the Lessor's assignment of all its interest, rights and obligations hereunder to such party as Lessor may name.
- 2) The right to continue in possession of the leased premises for the remainder of the term of this lease but in accordance with the terms of an amended lease which shall reflect the cessation of operations at the airport and shall allow reasonable commercial or agricultural use of the leased premises by Lessee as may be practicable taking into consideration the uses made of surrounding properties and applicable state and local laws pertaining to the use of leased premises proposed by the Lessee.

18. GENERAL PROVISIONS. Time shall be of essence as to each and every provision of this lease. No waiver of any breach or breaches of any provisions of this lease shall be construed to be a waiver of any proceeding or succeeding breach of such provision or of any other provision hereto. The terms, conditions and provisions of this lease shall inure to and be binding upon Lessor and Lessee and their respective representatives, successors, and assigns. This Lease shall

supercede and cancel any prior Leases existing between the parties hereto.

19. SEVERABILITY. Should any provision of this lease be determined by a Court of competent jurisdiction to be unenforceable, the remaining provisions shall not be affected thereby.

20. Exceptions can be made with written permission from the airport commission of the Iowa County Airport.

Dated this 1st day of Oct, 2014.

Hayfwell
_____, Lessee

3362 County Road B

Address

Dodgeville, WI 53533

City, State, Zip Code

IOWA COUNTY AIRPORT, WISCONSIN

By: Kevin K King

3151 HWY 39

Address

MINERAL POINT, WIS. 53565

City, State, Zip Code

AGENDA ITEM COVER SHEET

Title: Zoning ordinance workshop

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

Planning and zoning Director Godfrey will review the current ordinances for the airport related to zoning overlay and height restrictions for parcels surrounding the airport. Some administrative revisions will be discussed, along with impacts of zoning on various parcels surrounding the airport, and the process for processing zoning permits in the airport overlay area. The airport overlay area impacts the county zoning, city of Mineral Point zoning, village of Linden zoning, and the extra-territorial zoning district for the city of Mineral Point.

RECOMMENDATIONS (IF ANY):

At this time is a workshop to discuss potential revisions and what impacts may occur. Also to explain the process for processing permits for properties in the vicinity. The overlay effects parcels within 3 nautical miles of the airport property.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

A DRAFT administrative edit copy of the zoning ordinance was provided at the previous meeting for the commission. PLEASE BRING THIS COPY WITH YOU TO THE MEETING.

FISCAL IMPACT:

UNKNOWN at this time

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10 minutes

COMPLETED BY: CRH

DEPT: highway

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 11-12-2018

AGENDA ITEM # 10

COMMITTEE ACTION:

AGENDA ITEM COVER SHEET

Title:Airport Manager Agreement and proposal

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

As a result of the current airport management agreement with A&A Aviation expiring at the end of November; staff has solicited a request for proposals for a new manager. Gone Flyin' Aviations proposal and draft agreement is in the packets for review. The proposals costs are included int he 2019 airport budget request.

RECOMMENDATIONS (IF ANY):

recommend to approve and awad the agreement to Gone Flyin' Aviation.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Manager's proposal included for reference. Draft copy of the new agreement, terms, and conditions are included for review.

FISCAL IMPACT:

NONE; included with the 2018 and 2019 budget requests.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10 minutes

COMPLETED BY: CRH

DEPT: highway

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 11-12-2018

AGENDA ITEM # 11

COMMITTEE ACTION:

Proposal for Iowa County Airport Manager

Submitted by:

Gone Flyin' Aviation, LLC

Introduction

This proposal is submitted to address the need for stable and long term management of the Iowa County Airport (KMRJ). KMRJ is currently in a time of transitions with major updates including the fuel farm, runway and taxiway improvements, runway reconstruction, and construction of additional hangar space. These projects combined with active community engagement (flying and local) are essential to the future viability of KMRJ. Gone Flyin' Aviation seeks to fill those needs through sustained involvement in maintenance, engagement, and improvements.

Maintenance of Airport

It will be the responsibility of Gone Flyin' Aviation to perform basic vehicle maintenance and grounds keeping. The airport manager of KMRJ will perform maintenance on equipment provided by the county. Basic maintenance will be performed onsite and will include fluid changes, belt and hose maintenance, repair and replacement of disposable parts, and coordination with the Highway Commissioner for major repairs and equipment replacements. Upon acceptance of contractual agreements an inventory of equipment will be made. During this period of inventory a schedule of maintenance will be developed and recommendations for replacements and repairs will be submitted.

A schedule of airport grounds keeping will also be developed at this time. This schedule will include duties such as airport lighting inspections, runway and taxiway inspections, fencing inspections, and expectations of lawn care. Gone Flyin' Aviation will coordinate closely with the Iowa County Highway Department to determine the scope of each parties responsibilities in regards to repairs and improvements of the airfield. A basic inspection of runway conditions will also be performed and maintenance coordinated and executed as deemed necessary by all parties. As this contract will commence in November it will be of the utmost importance to coordinate snow removal procedures immediately. Coordinating with the Iowa County Highway Department Gone Flyin' Aviation will determine the scope and schedule of removal of snow to ensure the safest environment for airport users. A schedule for grass cutting and vegetation control will be developed over the winter to ensure timely execution when the season commences.

Upon inspection of past minutes it appears that some of the property owned by Iowa County and KMRJ is currently leased for agricultural purposes. A discussion with the current lessee will occur to determine the scope of their operations. A discussion in regards to safe operations on airport grounds as well as their anticipated schedule of operations will occur. Maintaining a strong working relationship to ensure viability and profitability for both parties will be necessary.

A Class B operator's license will be obtained within 6 months of commencement of the contract. Along with this certification a schedule of reporting will be developed. Records of inventory, sales, leak detection maintenance, and fuel testing will be kept by Gone Flyin' Aviation and will be reported as necessary to interested parties. Any major repairs and/or maintenance will be coordinated with the appropriate parties and the Airport Commission.

Issuing of Notice to Airmen (NOTAM's) will be the responsibility of Gone Flyin' Aviation. Coordination with surrounding property owners and relevant county and local departments to ensure safe flight operations will be necessary. Agricultural operations on airport property will also be considered to determine best practices for safe operations.

Community Engagement

Gone Flyin' Aviation understands that strong community involvement is necessary to the success and long-term viability of KMRJ. Groups within the community often have differing viewpoints on the function and purpose of their local airport. It will be the focus and goal of Gone Flyin' Aviation to educate and bridge the gap between these differing viewpoints by actively engaging these groups and participating community events.

The active users of the airport are the lifeblood of KMRJ. Current reported statistics state that there are over thirty aircraft that call KMRJ their home base. KMRJ recently agreed to terms providing UW med flight an onsite location. KMRJ also features an onsite Airframe and Powerplant mechanic and Flight Instruction currently provided by Point Aviation. Gone Flyin' Aviation will also explore the interest of a Flight Club onsite at KMRJ. Gone Flyin' Aviation will review all airport hangar leases and develop a Rules and Regulations document regarding the use of the airport by it's patrons. Working closely with these core users Gone Flyin' Aviation intends to create an active and vibrant flight environment at KMRJ and focus on conscious awareness of the benefits to the community.

An open house will be offered on a yearly basis and will include outreach to local groups, clubs, schools, and community members. This open house will be designed to grow interest in aviation as well as engage the community and detail the benefits of KMRJ in their community. Gone Flyin' Aviation will make itself available to groups and community members whom wish to get more information on aviation and will make arrangements to attend meetings and give presentations as to its importance. Gone Flyin' Aviation will focus particular attention on local schools to promote aviation to future generations. Discussions with local education officials will occur to determine how to best educate the area youth in regards to aviation and it's benefit to the community.

Engagement with local and area businesses to gauge interest and viability of using KMRJ as its base of aviation operations will be an utmost priority. A detailed explanation of benefits to businesses will be developed for presentation to prospective businesses looking to locate in the Iowa County area. An active and well-kept airport can be a major boon for companies looking to develop locations in the local area and can bring more opportunities for employment in Iowa County.

Attending meetings of the Airport Commission, Public Works Standing Committee, and County Board Meetings will occur regularly. A close working relationship with these committees will allow open and honest conversations in regards to the use and planning of the airport. Gone Flyin' Aviation will put the airport's interests first at these meetings knowing that the success of the airport can be a catalyst for growth and improvement in the entire community.

Upon meeting with the above stated groups a comprehensive marketing plan will be developed and submitted to the Airport Commission. This marketing plan will be submitted prior to the end of year one of the contract. The plan will provide realistic expectations of growth at KMRJ and work to increase enplanements at the airport, revenue from fuel sales, and community involvement activities.

Five Year Planning

It is noted that the budgetary planning through 2023 includes but is not limited to:

- Fuel Farm Update (2018)
- Apron Reconstruction (2019)
- Rehabilitation of Runway 11/29 (2020-2021)

Gone Flyin' Aviation looks to be a partner with the Airport Commission to ensure timely and cost effective implementation and completion of these projects. Gone Flyin' Aviation will serve as a liaison and advocate with federal, state, and local officials to ensure appropriate planning for future airport needs. As the liaison between these agencies and the airport Gone Flyin' Aviation will work to secure funding for needed projects and provide accurate reporting to the Airport Commission as well as any other involved parties. Gone Flyin' Aviation will serve as a main point of contact for all parties involved in these improvements including contractors, engineers, and regulators.

Financial Proposal

To meet the demand of aviation needs at KMRJ Gone Flyin' Aviation assumes the following needs:

- Full Time Manager
- Part Time Assistant to the Manager (to be hired ASAP upon commencement of contract)
- Airport attendance 7 days of the week
- General Accounting services to provide monthly billing statements
- Subscriptions to relevant aviation related services
- Marketing campaign costs
- Aviation goods to be sold on site
- Disposable goods needed for basic upkeep of lounge
- Website hosting needs

Year 1 Nov 1st 2018-April 30th 2019 - \$38,750
Year 2 May 1st 2019-April 30th 2020 - \$77,500
Year 3 May 1st 2020-April 30th 2021 - \$80,000
Year 4 May 1st 2021-April 30th 2022 - \$82,500
Year 5 May 1st 2022-April 30th 2023 - \$85,000
Year 6 and 7 to be negotiated prior to December 31st 2022

TERMS OF AGREEMENT.

Respectfully Submitted By:

Gone Flyin' Aviation, LLC
Owned and Operated by Adam Langbecker
1130 N West St. Galena IL 61036
Phone: (262)-384-0342
goneflyinaviation@protonmail.com

Attached: Resume of Manager, References, and Introduction to the Manager

ADAM LANGBECKER

1130 N West St *Galena, IL 61036 * 262.384.0342 *goneflyinaviation@protonmail.com

Core Competencies:

- | | | |
|---|----------------------------------|--|
| ⇒ <i>Corporate/Organizational Operations</i> | ⇒ <i>Inventory Management</i> | ⇒ <i>Strategic Business Planning</i> |
| ⇒ <i>Employee Supervision & Mentoring</i> | ⇒ <i>Marketing Strategies</i> | ⇒ <i>Client Maintenance & Retention</i> |
| ⇒ <i>Client Relationship Management</i> | ⇒ <i>Project Leadership</i> | ⇒ <i>Customer Service & Satisfaction</i> |
| ⇒ <i>Safety Procedures & Policies</i> | ⇒ <i>Event Coordination</i> | ⇒ <i>Advanced Analytical Skills</i> |
| ⇒ <i>Budget Management</i> | ⇒ <i>Relationship Management</i> | ⇒ <i>Strong Time Management Skills</i> |
| ⇒ <i>Employee Engagement</i> | ⇒ <i>Sales Strategies</i> | ⇒ <i>Project Estimating</i> |

PROFESSIONAL EXPERIENCE

Lowe's, Dubuque, IA

2017-Present

Project Specialist - Exteriors

- **Estimate exterior projects in customer's homes.** Quote and sell projects in windows and doors, roofing, decking, fencing, siding, gutters, whole home generators, and HVAC. Estimates and sales include both product and labor contracted through Lowe's.
- **Develop relationships with both external and internal customers.** Daily communication with clients, both on sold projects as well as potential projects. Daily communication with contracted installers, store employees, and product vendors. Coaching and training of employees to understand scope of work and implementation of sales techniques.
- **Exceeding company targets in both topline sales and margin.** Currently exceeding company sales target by 49% and margin goals by 28 basis points. Currently leading the market in year over year growth in four of seven categories as well as overall year over year growth. Currently seventh best variance to target in Region 4.

Builder's First Source, Platteville, WI

2016-2017

Operations Manager

- **Oversaw staffing and efficient use of labor hours.** Hired, disciplined, and terminated staff as needed. Use budgeting forecasting to adequately staff store while eliminating unnecessary hours worked. On average eliminated \$10,000 of unnecessary labor per month. Ensured staff had relevant tasks to complete while on duty.
- **Developed and managed metrics for delivery and sales.** Developed metrics to monitor the efficiency of delivery and sales staff. Implemented changes to positively effect margin and costs based on metrics. Adjusted staffing and goals based on seasonality of business needs.
- **Implemented Lean concepts to minimize waste and maximize space usage.** Studied and engaged work habits of existing employees. Took suggestions from the workforce and analyzed the cost and benefits of suggestions to determine the most effective changes. Used downtime of the current workforce to implement new space usage strategies. Explained the shortcomings of suggestions deemed unnecessary, inefficient, or too costly to the workforce.

Lowe's, Dubuque, IA

2014-2016

Assistant Store Manager (2015-2016)

Electrical Department Manager (2014-2015)

ASSISTANT STORE MANAGER

- **Oversaw staffing and budgeting needs for appliances, cabinets, paint, flooring, and window treatment departments.** Actively managed the highest volume appliance department in market 1286, which encompasses 13 stores. Responsible for \$10 million in sales in my final fiscal year which contributed to over one third of the store's overall sales volume.
- **Led a team of employees with varied skillsets.** Acted as Manager on Duty while in the store. Led by example by utilizing Lowe's selling models, customer focus programs, and leadership trainings. Responsible for the overall operation of the store. Handled all customer concerns in a timely manner to resolve the issue with favorable results for the customer and company. Actively engaged all employees to help them recognize their roles in the store.
- **Worked to increase year over year sales and margin.** Took an active role getting to the root of any issues regarding sales and margin. Identified potential sales and customers and work with the appropriate departments and individuals to offer the best knowledge and results. Worked to achieve active participation in Lowe's credit and Pro Business goals to maximize customer loyalty and increase average ticket.

ELECTRICAL DEPARTMENT MANAGER

- **Oversaw staffing and budgeting needs for fashion and rough electrical departments.** Responsible for inventory control and managing department shrink, which stood at .43%, upon my promotion, in comparison to a goal of .83%. Worked to optimize margin through selling specific goods and services. In the time under my leadership the electrical department's margin was 45% compared to a goal of 35% while year over year sales have increased over 4%.
- **Actively participated in training and cross training of employees.** Learned operations of various other departments within the company. Earned certification in multiple types of power equipment in order to execute effective trainings. Trained employees from various departments in electrical department.
- **Recognized as a high potential department manager.** I have taken over various store management roles to increase my ability to advance within the company including administrative manager and zone one assistant manager during their absences. I have also been named as the captain for one quarter of the store's employees as we roll out our new project sales initiative.

Mystique Casino, Dubuque, IA

2006-2014

EXECUTIVE CASINO HOST (2010-2014)

SURVEILLANCE OPERATOR (2006-2010)

SECURITY GUARD (2006)

EXECUTIVE CASINO HOST:

- **Supervised the daily activities of all Reward Club Team Members, approximately 20 at any given time.** Managed accounts of over 500 patrons, while maintaining relationships with a multitude of guests not assigned to myself. Increased my quarterly goal from \$750k to \$1.2 million in three years time while obtaining a quarterly incentive every quarter. Coordinated and executed promotional events. Assisted additional departments in the resolution of guest-related requests/conflicts. Executed complimentary services.
- **Addressed and remained within strict marketing budget.** Oversaw reinvestment in high margin guests to maximize profitability and visits. Established and maintained relationships with high margin guests consistently guaranteed repeat customers. Maintained effective communications and loyalty through various mediums including social networking, in-house visits, and mail and phone campaigns.
- **Operated software suites including Mariposa and Oasis programs.** Performed statistical analysis of casino players to determine guests worth and reinvestment ratio.

SURVEILLANCE OPERATOR:

- **Administered the surveillance of 200 to 1,000 individuals at any given time.** Surveyed all patrons and employees to ensure safety of all individuals and casino assets. Recorded violations and kept detailed records within Daily Surveillance Report logs.
- **Assessed casino activities and maintained in-depth knowledge of all Iowa Racing and Gaming Commission rules/regulations.** Participated in all aspects of developing departmental protocols. Addressed all departmental policies/procedures throughout entire facility. Withheld strict confidentiality.
- **Operated advanced software suites including NiceVision Suite, Blackjack Survey and HawkEye.** Attended and completed several customer service classes. Expertly managed Digital Video Recording System. Received multiple positive recognition reports as a result of pro-active utilization of quality surveillance strategies

SECURITY GUARD:

- **Ensured the safety and wellbeing of all patrons,** employees and company assets. Enforced all rules and regulations implemented by Iowa Racing & Gaming Commission. Restricted access to gaming floors. Ensured excellence in customer service.
- **Cooperated closely with local law enforcement regarding all criminal activity occurring within casino.** Successfully utilized TIPS training to prevent intemperance. Required to escort large sums of money and gaming tokens.

Air Portage, Inc., Portage, WI

2001-2005

ASSISTANT TO THE MANAGER

- **Oversaw and maintained airfield grounds, cooperating directly with Airport Manager in upholding effective operations of airport facilities.** Directed ground traffic to locations of airport services. Performed airport maintenance activities. Assisted with additional services provided during EAA AirVenture-Oshkosh. Sold fuel and various aviation products.
- **Maintained operations log with responsibility for recording all takeoffs and landings at Portage Municipal Airport.** Assisted with successful installation of self-service credit card fueling system. Assisted customers in disseminating weather forecasts. Issued weather and Notice to Airmen Advisories (NOTAMS) to necessary parties.
- **Maintained solid comprehension of best practices** pertaining to Fixed Base Operations, airspace rules, and airport operations.
- **Responsible for fuel ordering and deliveries during times of manager's absence.** Inspected fueling locations frequently to ensure safe dispensing areas and operations. Provided full service fueling during airport attendance.

EDUCATION & CREDENTIALS



BACHELOR OF SCIENCE DEGREE (B.S.) in AVIATION MANAGEMENT & FLIGHT OPERATIONS (2008)

University of Dubuque, Dubuque, IA

STUDY ABROAD PROGRAM THROUGH UNIVERSITY OF WISCONSIN-PLATTEVILLE: Saint Mary's University, London, England

CERTIFICATIONS:

Commercial Pilot; Airplane Single & Multi-engine Land; Instrument Airplane

Certified operator: Counterbalance Forklift Truck, Narrow Aisle Reach Truck, and Powered Orderpicker

COMPUTER SOFTWARE SKILLS: Windows OS, MS Office Suite, Adobe Suite, Dropbox, BaseCamp, Mac OsX, iOS, Android OS, NiceVision Suite, Blackjack Survey, Oasis 360, Mariposa PCS, HawkEye, Kronos Timekeeping, Genesis, and M20.



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IOWA COUNTY AIRPORT MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between Iowa County, a political subdivision of the State of Wisconsin, hereinafter referred to as "County", and Gone Flyin' Aviation LLC., hereinafter referred to as "Manager";

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

WHEREAS, County wishes to contract for the safe and effective management, marketing, and development of the Airport; and

WHEREAS, Manager wishes to manage, market, and develop the Airport;

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

TERM, RENEWAL, MODIFICATION, AND TERMINATION

1. The initial term of this Agreement shall be for a period of three years, commencing on **December 1, 2018, and ending on April 30, 2021**, unless otherwise terminated earlier as provided herein.
2. This Agreement may be renewed beyond the initial term for additional one-year periods upon no less than thirty (30) days written notice from either party, prior to expiration, of the desire to renew the Agreement, provided that both parties agree in writing to any such renewal and to the terms of the Agreement for the renewal period.
3. If the parties are unable to reach an agreement on renewal, this Agreement shall expire at the end of the term then in effect and neither party shall have any further responsibilities under the Agreement.
4. If Manager violates the terms and conditions of this Agreement, County shall notify the Manager, in writing, of the alleged violation, and the County may terminate the Agreement for cause if the violation has not been corrected to County's satisfaction within 30 days from the date notice of the alleged violation was given.
5. This Agreement may be terminated unilaterally and without cause by either party upon sixty (60) days advance written notice.
6. This Agreement may be terminated or modified at any time upon mutual written agreement of the parties.

COMPENSATION

- TERMS
1. Manager shall be compensated for the services provided to County at a monthly rate of Thirty Two Thousand Two Hundred and Ninety-One and 66/100's (\$32,291.66) Dollars for a period of five months from December 1, 2018 through April 30, 2019. This sum shall be paid in five (5) monthly installments of Six Thousand Four Hundred Fifty-Eight and 33/100's (\$6,458.33) Dollars, with each payment to be made by the 15th of the month following the month for which services were provided.

Commencing on May 1, 2019; this agreement will extend to an annual arrangement for the following periods:

Year 2: May 1, 2019 thru April 30, 2020 at an annual rate of Seventy Seven Thousand Five Hundred (\$77,500.00) Dollars paid in monthly installments on the 15th of every month at a rate of Six Thousand Four Hundred and Fifty-Eight and 33/100's (\$6,485.33) Dollars.

Year 3: May 1, 2020 thru April 30, 2021 at an annual rate of Eighty Thousand (\$80,000) Dollars paid in monthly installments on the 15th of each month at a rate of Six Thousand Six Hundred and Sixty-Six and 66/100's (\$6,666.66) Dollars.

Years 4 and 5: to be considered by mutual agreement per the conditions listed above.

2. At all times during Manager's performance of duties and responsibilities under this Agreement, Manager shall be an independent contractor. Manager shall be responsible for paying all taxes due on all amounts paid to Manager hereunder and shall indemnify and hold the County harmless from any failure to pay such taxes. County shall have no responsibility for withholding taxes or for employee benefits of Manager or its employees, if any.



RESPONSIBILITIES OF AIRPORT MANAGER

Under this Agreement, the Manager shall:

1. Take charge of and be responsible for the general operation and maintenance of the Iowa County Airport, employing such staff as is required to effect the terms of this Agreement.
2. Attend meetings of the Iowa County Airport Commission, hereinafter referred to as "Commission", and submit such oral and written reports as the Commission may require; quarterly attend meetings of the Iowa County Public Works standing committee; and attend meetings of the Iowa County Board upon request.

3. Draft a marketing plan during the first year of this Agreement and market the Airport to individuals and businesses that are likely or willing to consider landing airplanes at the Airport or that would consider building or renting a hangar.
4. Conduct or cause to be made a daily inspection of all Airport property, including runways, taxiways, lighting systems, buildings, navigational and communications equipment, automobile parking areas, and access roads.
5. Monitor the condition of all runways, taxiways, walkways, and other public use areas and see to the timely and efficient removal of snow and ice therefrom, coordinating such operations with the Iowa County Highway Department, tenants, and users of the airport.
6. Make or cause to be made routine repairs, replacements, and improvements to the Airport in a timely and efficient manner, including but not limited to lighting, fences, gates, flags, buildings, water, electrical, and sewer facilities. Anticipated repairs in excess of Five Hundred (\$500.00) Dollars shall require prior approval by the County. Manager shall keep a complete and accurate written or electronic record of all maintenance work performed at the Airport and shall make reports of such maintenance activities to the County as may be required and in the form requested by the County, but on no less than a monthly basis.
7. Generally maintain the Airport buildings and grounds, including mowing of lawn and landscape trimming, as necessary, including runways, taxiways, lighting, hangars, and parking lots as needed to satisfy clearance requirements, and maintenance of the Airport terminal and restroom facilities.
8. Oversee and monitor compliance by all persons, including other independent contractors or employees, with applicable regulations for security, operations, maintenance of premises, fire prevention, and safety at the Airport.
9. Serve as the liaison between County and the Airport users and lessees of hangar space; including the preparation of leases and the implementation of Airport rules and regulations and applicable federal, state, and local laws or ordinances.
10. Promote and conduct fuel sales and communicate with the County Finance Department and Highway Department with regard to any such sales and records thereof on a monthly basis. Manager also shall comply with the B/C Operator training program and the weekly and monthly fuel farm inspection and reporting compliance requirements of the Wisconsin Department of Agriculture, Trade, and Consumer Protection ("DATCP"). Such certification shall be held in good standing for the force of this agreement. Manager will be allowed a period of six (6) months of the initial date of this agreement to attain said certification.

11. Act as a liaison for the County with respect to traveling and the general public, commercial, and general aviation users of the airport; and local, state, and federal agencies having legal authority to conduct activities at the Airport.
12. Provide prompt notification to the Federal Aviation Administration flight services station regarding all conditions affecting safe use of the Airport for inclusion in the Federal Notices to Airmen System (NOTAMs).
13. Educate the public, including school groups, community groups, clubs and organizations, on the benefits of aviation and having an airport in Iowa County. Manager shall host an annual open house to help welcome the community and to help the community become familiar with the Airport.
14. Take such action as is necessary to remedy, repair, or neutralize any safety-related concern, condition, or defect which is an immediate or imminent threat to persons or property at or within the Airport, keeping the Iowa County Highway Commissioner and Airport Commission apprised of the conditions, actions, and results.
15. Assist in annual recommendations to the Iowa County Highway Commissioner for creation of the 5-year capital improvement plan, as required by the WisDOT/BAA.
16. Evaluate current and potential Airport program, infrastructure, and budgetary needs and prepare plans to fill those needs; make recommendations for current and future development of aviation facilities; coordinate all development and improvement with the proper local, state, and federal agencies, engineers, architects, and other professionals, aviation organizations, and public interest groups.
17. Recommend to the County ordinances and regulations relating to the safe and efficient operation of the Airport, and governing the use of the Airport, including the leasing of floor space, parking, hangars, and other property.
18. Plan and coordinate, with the approval of the Iowa County Highway Commissioner, all air shows or other activities upon airport grounds.
19. Maintain a regular schedule of services at the Airport, as approved by the County, of no less than 50 hours per week during Daylight Savings Time and no less than 30 hours per week during Central Standard Time. Special attention will be required during the weekend of the EAA event in Oshkosh, WI, including having Manager staff on-site the entire weekend in addition to regularly scheduled hours.



RESPONSIBILITIES OF COUNTY

Under this Agreement, the County shall:

1. Provide all equipment and supplies required for Manager to fulfill its obligations under this Agreement. Manager is expected to utilize existing equipment and to recommend replacements or additions thereof to the Iowa County Highway Commissioner.
2. Provide at the Airport appropriate office space, supplies, equipment, furnishings, computer, internet, telephone, and facsimile access for Manager's provision of services under this Agreement.
3. Undertake any action necessary to protect the aerial approaches of the airport from obstruction.
4. Conduct billing and collection of all rents due from hangar or property leases on the Airport premises.
5. Communicate and coordinate with Manager as necessary for Manager to fulfill its responsibilities under this Agreement.

✓ **INSURANCE AND INDEMNIFICATION**

1. Manager agrees to procure and maintain for the life of this Agreement insurance in amounts and forms acceptable to the County, including the following minimum insurance coverage:
 - a. Worker's Compensation Insurance as may be required by the Wisconsin State Statutes;
 - b. Comprehensive Public Liability and Comprehensive Property Damage, Including Vehicular, Bodily Injury, and Property Damage with a Combined Single Limit of One Million (\$1,000,000.00) Dollars.
2. The required insurance policies shall provide that none of said policies shall be canceled prior to the expiration date thereof unless the issuing company shall mail notice of cancellation to the County thirty (30) days prior to the effective date of such cancellation. The County shall be listed as an additional insured on all policies called for by this Agreement.
3. Evidence of all insurance required herein shall be provided to the County prior to the Manager commencing operations under this Agreement and on or before the anniversary date of said policies for the duration of this Agreement.
4. The cancellation or other termination of any insurance policy issued in compliance with this section may, at the option of the County, automatically terminate this Agreement, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

5. Manager agrees to indemnify, defend, and hold harmless the County and its agents, employees, successors and assigns from and against any and all actions, claims, suits, demands, damages, judgments, losses, and any other costs, liabilities, and expenses, including reasonable attorneys' fees and collection costs, arising from any act, error, or omission of Manager under this Agreement.
6. County agrees to indemnify, defend, and hold harmless Manager and its agents, employees, successors and assigns from and against any and all actions, claims, suits, demands, damages, judgments, losses, and any other costs, liabilities, and expenses, including reasonable attorneys' fees and collection costs, arising from any act, error, or omission of County under this Agreement.

MISCELLANEOUS PROVISIONS

1. Nothing in this Agreement shall be construed to authorize or grant to Manager any exclusive right or privilege in connection with any business or activity on or at the Airport in which the Manager may have an interest or association.
2. Manager and its employees, personal representatives, successors in interest, and assigns agree that: (1) no person on the grounds of race, color, religion, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any Airport facilities; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) Manager shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21; Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. This Agreement shall not be assigned by either party without the prior written consent of the other party.
4. This Agreement contains the entire and final agreement among the parties hereto and shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, executors and legal representatives.
5. The invalidity of any provision(s) of this Agreement shall not affect any other provision(s) or portions thereof. In the event that one or more provisions or portions thereof of this Agreement are declared legally invalid, the remainder of this Agreement shall remain in full force and effect. Changes in the law affecting the terms of this Agreement shall be deemed incorporated upon their effective date.

6. The waiver by either party of any term or condition of this Agreement or the breach of this Agreement shall not constitute a waiver of any other term or condition of this Agreement.
7. Any notice required or permitted to be given under this Agreement shall be sufficient if the notice is in writing and delivered in person or sent by registered or certified mail to the following:

Manager: Gone Flyin' Aviation, LLC
 Attn: Adam Langbecker
 1130 N West St.
 Galena, Illinois 61036

County: Iowa County
 Attn: County Administrator
 222 North Iowa Street
 Dodgeville, WI 53533
8. County and Manager shall engage in good faith efforts to resolve any disputes arising under this Agreement. If the parties cannot reach a mutual resolution of the dispute, then prior to formal litigation, the parties shall first submit to non-binding mediation, with the cost of mediation split equally between the parties. The mediator shall be chosen by mutual agreement of the parties. If the parties cannot agree on a mediator, then each party shall name its preferred mediator, and the two individuals so named shall agree upon a third who shall serve as the chosen mediator.
9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
10. This Agreement shall be governed by the laws of the State of Wisconsin without regard to the conflict of laws principles thereof.
11. Venue for any legal action pursued by either party under this Agreement shall be the Circuit Court of Iowa County, State of Wisconsin.

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

IOWA COUNTY

By: Larry Bierke, Administrator
As authorized by the Iowa County Board

GONE FLYIN AVIATION, LLC

By: Adam Langbecker, Owner

Fuel Price Comparison – 100LL

K73C Lancaster Aviation	\$3.90
KEFT City of Monroe -- Touch & Go Aviation	\$4.04
KOVS Boscobel Airport	\$4.09
KC35 Reedsburg Municipal Airport	\$4.19
KPVB Platteville Municipal Airport	\$4.25
K82C Mauston-New Lisbon Union Airport	\$4.30
KY50 City of Wautoma (FBO)	\$4.309
K63C Adams County Airport	\$4.35
KOQW City of Maquoketa	\$4.50
KRPJ Rochelle Municipal Airport	\$4.55
KC27 Manchester Airport	\$4.58
KC17 LuxAir Aviation	\$4.59
KC73 Breneman Aircraft Service	\$4.60
KC47 Air-Portage, Inc	\$4.60
KCHU Houston County	\$4.609
KMRJ Iowa County Airport	\$4.65
KCWI Clinton Municipal Airport	\$4.65
K6P3 Waunakee Airport	\$4.65
KY51 Viroqua Municipal Airport	\$4.67
K8C4 Mathews Memorial Airport	\$4.70
KMXO Monticello Aviation	\$4.75
KDBQ Dubuque Jet Center	\$4.75
KJVL Janesville Jet Center	\$4.85

Fuel Price Comparison – JetA (Self Serve Only)

KRPJ Rochelle Municipal Airport	\$3.65
KC35 Reedsburg Municipal Airport	\$3.69
KEFT City of Monroe -- Touch & Go Aviation	\$3.70
K82C Mauston-New Lisbon Union Airport	\$3.75
KMXO Monticello Aviation	\$3.75
KC17 LuxAir Aviation	\$3.79
KC29 Morey Airplane Co.	\$3.95
KFEP Freeport Flite Center	\$3.97
KLNR Tri-County Airport	\$3.98
KPVB Platteville Municipal Airport	\$4.00
KMRJ Iowa County Airport	\$4.15
KJVL Janesville Jet Center	\$4.40
KDEH Connell Flying Svc	\$4.40
KCWI Clinton Municipal Airport	\$4.50
KBCK Black River Falls Area Airport	\$4.59
KPDC Prairie Du Chien Airport	\$4.69

IOWA COUNTY AIRPORT - Comparison by Month of Number of Gallons of Fuel Sold

	January	February	March	April	May	June	July	August	September	October	November	December	Totals for the Year
2016 - # of Gallons Sold 100LL													
Sale Price per Gallon	\$ 4.60	\$ 4.60	\$ 4.60	\$ 3.96	\$ 3.96	\$ 3.96	\$ 3.96	\$ 3.96	\$ 3.96	\$ 3.96	\$ 3.96	\$ 3.96	
Total 100LL	179.23	206.46	237.69	344.82	806.55	742.10	2,586.19	1,083.87	395.48	1,026.46	675.36	287.49	8,571.70
JET-A Fuel													
Sale Price per Gallon	\$ 4.88	\$ 4.88	\$ 3.96	\$ 3.49	\$ 3.49	\$ 3.49	\$ 3.49	\$ 3.49	\$ 3.49	\$ 3.49	\$ 3.49	\$ 3.49	
Total JET-A Fuel	-	160.04	182.16	182.16	280.22	163.01	1,832.26	232.00	310.29	542.00	106.00	126.00	3,933.98
2016 - Total Gallons - All Types	179.23	206.46	397.73	526.98	1,086.77	905.11	4,418.45	1,315.87	705.77	1,568.46	781.36	413.49	12,505.68
Difference between 2015 & 2016	62.04	(118.37)	105.52	24.68	365.84	288.76	1,807.29	(25.70)	(173.23)	833.67	123.88	285.29	3,579.67
% of Increase or (Decrease)	53%	-36%	36%	5%	51%	47%	69%	-2%	-20%	113%	19%	223%	40%
2017 - # of Gallons Sold 100LL													
Sale Price per Gallon	\$ 3.96	\$ 3.96	\$ 3.96	\$ 3.96	\$ 3.96	3.96/3.99/4.09	\$ 4.09	\$ 4.09	\$ 4.09	\$ 4.09	\$ 4.09	\$ 4.09	
Total 100LL	29.85	281.19	122.98	488.39	475.10	401.79	2,028.71	844.25	498.37	272.42	380.09	136.57	5,959.71
JET-A Fuel													
Sale Price per Gallon	\$ 3.49	\$ 3.49	\$ 3.49	\$ 3.49	\$ 3.49	3.49/3.40	\$ 3.40	\$ 3.40	\$ 3.40	\$ 3.40	\$ 3.40	\$ 3.40	
Total JET-A Fuel	276.87	339.07	202.71	352.73	3,110.40	732.13	742.32	1,665.50	226.79	274.38	339.99	376.44	8,639.33
2017 - Total Gallons - All Types	306.72	620.26	325.69	841.12	3,585.50	1,133.92	2,771.03	2,509.75	725.16	546.80	720.08	513.01	14,599.04
Difference between 2016 & 2017	127.49	413.80	(72.04)	314.14	2,498.73	228.81	(1,647.42)	1,193.88	19.39	(1,021.66)	(61.28)	99.52	2,093.36
% of Increase or (Decrease)	71%	200%	-18%	60%	230%	25%	-37%	91%	3%	-65%	-8%	24%	17%
2018 - # of Gallons Sold 100LL													
Sale Price per Gallon	\$ 4.09	\$ 4.09	\$ 4.09	\$ 4.09	\$ 4.09	\$ 4.09	4.09 / 4.25	4.25 / 4.65					
Total 100LL	131.00	187.23	542.36	672.56	534.02	842.09	2,729.63	643.34					6,282.23
JET-A Fuel													
Sale Price per Gallon	\$ 3.40	\$ 3.40	\$ 3.40	\$ 3.40	\$ 3.40	\$ 3.40	3.40 / 4.00	4.00 / 4.10					
Total JET-A Fuel	269.70	161.78	242.24	912.02	530.06	1,320.62	1,485.32	1,972.27					6,894.01
2017 - Total Gallons - All Types	400.70	349.01	784.60	1,584.58	1,064.08	2,162.71	4,214.95	2,615.61	-	-	-	-	13,176.24
Difference between 2017 & 2018	93.98	(271.25)	458.91	743.46	(2,521.42)	1,028.79	1,443.92	105.86	(725.16)	(546.80)	(720.08)	(513.01)	(1,422.80)
% of Increase or (Decrease)	31%	-44%	141%	88%	-70%	91%	52%	4%	-100%	-100%	-100%	-100%	-10%

IOWA COUNTY AIRPORT - Comparison by Month of Number of Gallons of Fuel Sold

	January	February	March	April	May	June	July	August	September	October	November	December	Totals for the Year
2012 - # of Gallons Sold 100LL													
Sale Price per Gallon	\$ 5.10	\$ 5.10	\$ 5.10	\$ 5.10	\$ 5.10	\$ 5.10	\$ 5.10 / 5.25	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25 / 5.15	\$ 5.15	
Total 100LL	321.09	238.54	495.22	636.96	585.05	908.27	1,752.40	932.12	1,225.99	808.31	225.34	280.07	8,409.36
JET-A Fuel													
Sale Price per Gallon	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	
Total JET-A Fuel	99.96	125.46	648.90	1,658.30	593.45	1,618.87	344.71	450.00	382.85	421.15	713.45	149.97	7,207.07
2012 - Total Gallons - All Types	421.05	364.00	1,144.12	2,295.26	1,178.50	2,527.14	2,097.11	1,382.12	1,608.84	1,229.46	938.79	430.04	15,616.43
Difference between 2011 & 2012	(400.15)	(166.33)	312.28	667.92	(2,060.02)	69.27	(37.05)	(1,172.90)	655.99	(246.82)	482.94	116.06	(1,798.81)
% of Increase or (Decrease)	-49%	-31%	38%	41%	-64%	3%	-2%	-46%	69%	-17%	97%	37%	-10%
2013 - # of Gallons Sold 100LL													
Sale Price per Gallon	\$ 5.15	\$ 5.15	\$ 5.15	\$ 5.15	\$ 5.15	\$ 5.15	\$ 5.15/5.45	\$ 5.45	\$ 5.45	\$ 5.45	\$ 5.45	\$ 5.45	
Total 100LL	182.06	180.88	355.12	535.42	603.85	1,366.69	2,510.44	1,560.11	639.27	484.73	290.57	154.60	8,863.74
JET-A Fuel													
Sale Price per Gallon	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88/5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	
Total JET-A Fuel	200.00		52.16	458.13	2,065.58		1,067.69	343.83	-	150.00	87.08	160.00	4,584.47
2013 - Total Gallons - All Types	382.06	180.88	407.28	993.55	2,669.43	1,366.69	3,578.13	1,903.94	639.27	634.73	377.65	314.60	13,448.21
Difference between 2012 & 2013	(38.99)	(183.12)	(736.84)	(1,301.71)	1,490.93	(1,160.45)	1,481.02	521.82	(969.57)	(594.73)	(561.14)	(115.44)	(2,168.22)
% of Increase or (Decrease)	-9%	-50%	-64%	-57%	127%	-46%	71%	38%	-60%	-48%	-60%	-27%	-14%
2014 - # of Gallons Sold 100LL													
Sale Price per Gallon	\$ 5.45	\$ 5.45	\$ 5.29	\$ 5.29	\$ 5.29	\$ 5.29	\$ 5.29	\$ 5.29	\$ 5.29	\$ 5.29	\$ 5.29	\$ 4.99	
Total 100LL	58.31	89.27	181.08	343.82	429.11	616.92	1,682.11	967.36	633.21	363.81	122.99	23.82	5,511.81
JET-A Fuel													
Sale Price per Gallon	\$ 5.00		\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88		
Total JET-A Fuel	62.71		80.00	149.97	1,420.91	223.52	684.65	104.40	209.48	322.03			3,257.67
2013 - Total Gallons - All Types	121.02	89.27	261.08	493.79	1,850.02	840.44	2,366.76	1,071.76	842.69	685.84	122.99	23.82	8,769.48
Difference between 2013 & 2014	(261.04)	(91.61)	(146.20)	(499.76)	(819.41)	(526.25)	(1,211.37)	(832.18)	203.42	51.11	(254.66)	(290.78)	(4,678.73)
% of Increase or (Decrease)	-68%	-51%	-36%	-50%	-31%	-39%	-34%	-44%	32%	8%	-67%	-92%	-35%

16



Division of Transportation
Investment Management
PO Box 7914
Madison, WI 53707-7914

Scott Walker, Governor
Dave Ross, Secretary
Internet: <http://wisconsindot.gov>

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

October 11, 2018

MIKE RUNDE
MEAD AND HUNT, INC.
2440 DEMING WAY
MIDDLETON, WI 53562

Iowa County Consultant Selection

Dear Mike:

This is to advise you on the results of the consultant selection process for the referenced project. Your firm was ranked number one. The services you were selected to perform will consist of:

1. Update Airport Layout Plan
2. Land acquisition in runway approaches and for hangar development

Your firm was ranked number two as a result of the selection process for the projects listed below. If negotiations are not successful with MSA, we will contact you.

1. Reconstruct/rehabilitate Runway 11/29 including lighting
2. Construct hangars
3. Reconstruct/rehabilitate ramps, taxiways and taxilanes
4. Any necessary related work

No consultants were selected for all other services on the consultant selection advertisement not listed above.

We would like to schedule a conference with you to go over the scope of work and other details of the project. Afterwards, we would like you to prepare and submit a proposal resulting in a cost to perform the services. If your proposal is satisfactory, a contract will be completed and a notice to proceed issued.

Sincerely,

Josh Holbrook

Josh Holbrook
Airport Development Engineer
608-267-2143
Joshua.Holbrook@dot.wi.gov

JPH
312dev.dot/r.01/031218

cc: Craig Hardy, Iowa County Airport

**Notice of Advertisement for Consultant Services
for
Iowa County Airport
Mineral Point, Wisconsin**

The Wisconsin Department of Transportation, Bureau of Aeronautics, as agent for the Iowa County Airport, is accepting letters of interest from qualified firms. A selection board will review the firm's qualifications and rank them for further consideration. Services required for this project will consist of:

Sealcoat and crack fill airport pavements; conduct wildlife site visit/assessment; reconstruct/rehabilitate ramps, taxiways and taxilanes; reconstruct/rehabilitate runway 11/29, including lighting; construct taxiway for commercial hangar area; construct snow removal equipment building; construct/rehabilitate/improved terminal building; land acquisition in runway approaches and for hangar development; reconstruct/rehabilitate runway 4/22, including lighting; construct hangars; construct entrance road and parking lot; pave hangar taxiway; expand ramp and relocate taxiway B; clear runway approaches; update Airport Layout Plan (ALP); update security and lighting systems; purchase snow removal and mowing equipment, and any necessary related work.

Only firms having recent similar experience on airport projects are invited to respond. A separate selection may be made for various portions of the work. Consultant selections are not to perpetuity and a reselection may occur before all above listed work is complete.

A firm's qualifications will be reported on the bureau's consultant report form, which can be downloaded from the Wisconsin Department of Transportation Internet site at <http://wisconsindot.gov/Pages/doing-bus/aeronautics/airports/forms.aspx>. Please submit three copies of the consultant report form.

Firms that recently submitted a consultant report form for other projects will **not** have to file a new form unless they wish to amend a previously filed one. It is required that a letter be sent to the bureau stating a firm's desire to be considered for the above work. The letter must include: a list of key staff proposed for the project, a summary of outstanding aviation contracts, and the total value of aviation contracts completed in the previous 12 months by the consultant's office, which will conduct the majority of the proposed work.

The deadline date for filing a letter of interest is August 24, 2018. **Deliver one (1) PDF copy via email or FTP link to: Josh Holbrook, Project Manager.** Questions concerning this advertisement can be answered by emailing or calling Josh Holbrook at joshua.holbrook@dot.wi.gov or (608) 267-2143.

Please send two (2) paper copies to:

**Alaine Lange
3151 State Road 39
Mineral Point, WI 53565**

NO CONSULTANT SELECTION WAS MADE
FOR THE ABOVE HIGHLIGHTED
PROJECTS.

JPH
304dev.dot/r.10/26/2017



Division of Transportation
Investment Management
PO Box 7914
Madison, WI 53707-7914

Scott Walker, Governor
Dave Ross, Secretary
Internet: <http://wisconsindot.gov>

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

October 11, 2018

RYAN FALCH
MSA PROFESSIONAL SERVICES
2901 INTERNATIONAL LANE, SUITE 300
MADISON, WI 53704

Iowa County Consultant Selection

Dear Ryan:

This is to advise you on the results of the consultant selection process for the referenced project. Your firm was ranked number one. The services you were selected to perform will consist of:

1. Reconstruct/rehabilitate Runway 11/29 including lighting
2. Construct hangars
3. Reconstruct/rehabilitate ramps, taxiways and taxilanes
4. Any necessary related work

Your firm was ranked number two as a result of the selection process for the projects listed below. If negotiations are not successful with Mead & Hunt, we will contact you.

1. Update Airport Layout Plan
2. Land acquisition in runway approaches and for hangar development

No consultants were selected for all other services on the consultant selection advertisement not listed above.

We would like to schedule a conference with you to go over the scope of work and other details of the project. Afterwards, we would like you to prepare and submit a proposal resulting in a cost to perform the services. If your proposal is satisfactory, a contract will be completed and a notice to proceed issued.

Sincerely,

Josh Holbrook

Josh Holbrook
Airport Development Engineer
608-267-2143
Joshua.Holbrook@dot.wi.gov

JPH
312dev.dot/r.01/031218

cc: Craig Hardy, Iowa County Airport

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for
Iowa County Airport
Mineral Point, Wisconsin**

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Please send two (2) paper copies to:

**Alaine Lange
3151 State Road 39
Mineral Point, WI 53565**

NO CONSULTANT SELECTION WAS MADE
FOR THE ABOVE HIGHLIGHTED
PROJECTS.

JPH
304dev.dot/r.10/26/2017

65

Craig Hardy

From: Rahn, Paul - PSC <Paul.Rahn@wisconsin.gov>
Sent: Friday, November 02, 2018 11:58 AM
To: Craig Hardy
Cc: Ingwell, Adam - PSC; Lepinski, Jim - PSC
Subject: RE: 9697-CE-100 Badger Hollow (Invenergy) Airport Impact Analysis

The Public Service Commission and Department of Natural Resources are preparing an environmental assessment covering the project.

The project application states the following concerning the effect of glare on the Iowa County Airport:

One public airport was identified within 10 miles of the Project boundary: the Iowa County airport, which is located approximately 4.1 miles southeast from the Project boundary.

As the approximate maximum height of solar panels is 15 feet aboveground and, thus, will not interfere with airspace used by the airport, and the glare analysis further described in section 12 considered the airport and predicts no appreciable impacts to this airport, there will be no need for mitigation measures pertaining to public airports.

The project application for the associated connector electric transmission line states:

The Federal Aviation Administration (FAA) Notice Criterial Tool was used to determine if pole heights along each route are limited based on proximity to the Iowa County Airport. The tool was used to evaluate key locations along each route, including two corner pole locations on the Red Route and White Route common segment closest to the Iowa County Airport Northwest Runway 29.

No evaluated points exceeded the notice criteria when modeled with 100-foot pole heights with the exception of the following: A proposed corner pole location on the Red Route and White Route segments exceeded the FAA Notice Criteria when modeled over 60 feet in height, and a proposed pole at the Project Substation location exceeded the Notice Criteria if over 85 feet in height. All other simulations passed at 100 feet.

If poles or communication towers are to be designed over 85 feet in height near the Project Substation, or poles are to be designed over 60 feet in height along the east-west segment of the common route segment, Badger Hollow will submit a Notice of Proposed Construction and an aeronautical study will be performed by the FAA. Badger Hollow will obtain a FAA Determination of No-Hazard (DNH) for any applicable structures.

The FAA process is to submit structure locations and AGL heights to the FAA for review and the FAA would propose mitigation, if it determines a potential hazard exists. When a route and pole locations have been determined, Badger Hollow will file these locations with the FAA to determine what, if any, mitigation is required. The proposed location is 6.2 miles away from the airport and Badger Hollow believes it is highly unlikely the transmission poles will be determined by the FAA to be a hazard to air navigation.

Paul Rahn
Docket Coordinator
Environmental Analyst
Division of Energy Regulation
(608) 267-8967

From: Craig Hardy [mailto:Craig.Hardy@iowacounty.org]
Sent: Thursday, November 1, 2018 4:17 PM
To: Rahn, Paul - PSC <Paul.Rahn@wisconsin.gov>
Cc: Neil <nHPinvenenergy@gmail.com>
Subject: Invenergy

Paul,
Invenergy has filed a petition for a solar panel farm 300MW in Iowa County between Linden and Cobb. The Iowa County airport at Mineral Point resides between Linden and Mineral Point within 5 miles of the edge of this facility. As a part of that permit process has or will the facility be required to provide an impact statement and assessment as to if there will be any impacts on the airport or its' potential operations? Glare study or anything along that line?

Thanks

Craig E Hardy, PE/RLS
Iowa County Highway Commissioner

Iowa County Highway Department
1215 N. Bequette St.
Dodgeville, Wi. 53533
P. (608) 935-3381
C. (608) 574-2935
F. (608) 935-0372

PLEASE DRIVE CAREFULLY – OUR WORKZONES ARE EVERYWHERE

Notice: This email is on a publicly owned system, subject to open records (sec. 19.21, et seq.) and archival (sec. 16.61, et seq.) requirements under Wisconsin State Law. This e-mail transmission is intended only for the use of the addressee named above and may contain privileged and/or confidential information. If you are not the intended recipient of this transmission, you are hereby notified that the dissemination, distribution, or copying of any of the information contained herein is strictly prohibited. Please notify the sender of the errant transmission and immediately delete this e-mail.

8.0 AIRPORTS AND LANDING STRIPS

8.1. Public Airports

8.1.1. *Identify all public airports inside the proposed Project boundary.*

8.1.2. *Identify all public airports within 10 miles of the Project boundary and list the distance to the nearest proposed panel from the end of the runway.*

8.1.2.1. *Identify separately all public airports within:*

8.1.2.1.1. *10,000 feet of the nearest panel*

8.1.2.1.2. *20,000 feet of the nearest panel*

8.1.3. *Describe any mitigation measures pertaining to public airport impacts.*

This section addresses the requirements of Section 8.1 of the Application Filing Requirements, including all subsections, i.e., subsections 8.1.1. through 8.1.3.

There were no public airports identified within the proposed Project boundary.

One public airport was identified within 10 miles of the Project boundary: the Iowa County airport, which is located approximately 4.1 miles southeast from the Project boundary.

As the approximate maximum height of solar panels is 15 feet aboveground and, thus, will not interfere with airspace used by the airport, and the glare analysis further described in section 12 considered the airport and predicts no appreciable impacts to this airport, there will be no need for mitigation measures pertaining to public airports.

8.2. Private Airports/Grass Landing Strips

8.2.1. *Identify all private airports/landing strips within the proposed Project boundary.*

8.2.2. *Identify all private airports/landing strips within two miles of the Project boundary*

8.2.3. *Provide the distance from each private airport/landing strip (ends of runway) to the nearest panel.*

8.2.4. *Describe any mitigation measures pertaining to private airport or airstrip impacts.*

This section addresses the requirements of Section 8.2 of the Application Filing Requirements, including all subsections, i.e., subsections 8.2.1. through 8.2.4.

There are no private airports or landing strips located within two miles of the proposed Project boundary.

Because there are no private airports or landing strips in or within the area surrounding the Project, there will be no need for mitigation measures pertaining to private airports.

8.3. Commercial Aviation

8.3.1. Identify all commercial air services operating within the Project boundaries (i.e. aerial applications for agricultural purposes, state programs for control of forest diseases and pests (i.e. Gypsy moth control).

The Wisconsin Department of Natural Resources and the United States Department of Agriculture Forest Service use aerial chemical application methods to treat for and control the spread of gypsy moths in the adjacent counties of Grant, Lafayette, Green, and Dane. However, no areas within 10 miles of the Project Area were identified as areas where active spraying is taking place²³.

There were no agricultural aerial application services (i.e., crop-dusting services) identified within Iowa County or the area within or surrounding the Project boundary. Inquiries with local landowners have yielded that aerial applications services are not known to be used by anyone within the project area.

8.3.2. Describe any potential impact to commercial aviation operations

Based on the maximum height of the facility equipment and the absence of airports as described above, no commercial aviation operation impacts are anticipated for the Project.

This is supported by 14 CFR 91.119, which stipulates minimum safe altitudes for aircraft while flying over other than congested areas is 500 feet above the surface; or in excess of 500 feet from any person, vessel, vehicle, or structure when operating above sparsely populated areas. This rule is superseded by 14 CFR 137.49 which states, "during the actual dispensing operation, including approaches, departures, and turnarounds reasonably necessary for the operation, an aircraft may be operated over other than congested areas below 500 feet above the surface and closer than 500 feet to persons, vessels, vehicles, and structures, if the operations are conducted without creating a hazard to persons or property on the surface.

8.3.3. Describe any mitigation measures pertaining to commercial aviation

As there are no aerial services provided in or within the region surrounding the Project Area, there is no need for mitigation measures pertaining to commercial aviation.

* 8.4. Emergency Medical Services - Air Ambulance Service

8.4.1. Identify the provider/s of air ambulance services within the Project Area

The closest air ambulance services provider to the Project Area is the Memorial Hospital Heliport in Dodgeville, Wisconsin located approximately nine miles west of the Project boundary.

WHEALTH GV SITE @ MRS

²³ Wisconsin Department of Agriculture. 2018. Wisconsin gypsy moth slow the spread (STS) treatment sites in western Wisconsin.

<https://datcpgis.wi.gov/maps/?viewer=gm> Accessed April 2018.

8.4.2. *Describe any planned mitigation (e.g. establishment of safe landing zones, etc).*
The Project is not expected to affect the response capabilities of any emergency medical services including air ambulance services, so no mitigation is planned.

8.5. Federal Aviation Administration – FAA

- 8.5.1. *Provide copies of all correspondence with the FAA.*
- 8.5.2. *Provide copies of all FAA determinations of hazard/no hazard.*
- 8.5.3. *Provide a summary of the status of all FAA determinations with details on how any unresolved problems with aircraft safety are being addressed.*
- 8.5.4. *Provide a detailed description of any obstruction marking and lighting that will be required by the FAA.*

The requirements of subsections 8.5.1-8.5.4 of the Application Filing Requirements do not apply because the Project will not contain structures that are subject to FAA hazard determination.

8.6. Wisconsin Department of Transportation – Bureau of Aeronautics – High Structure Permits

- 8.6.1. *Provide a list of all sites requiring DOT high structure permits.*

Based on Wisconsin Code 114.135(7), the necessity of a permit for the erection of high structures is limited to objects that extend to a height greater than 500 feet aboveground within one mile of the location of the object, or above a height determined by the ratio of one vertical foot to 40 horizontal feet measured from the boundary of the nearest public airport or spaceport within the state. As there will be no structures constructed above 500 feet in height or within one mile of an airport or spaceport for the Project, there is no need for a permit for the erection of high structures.

- 8.6.2. *List the permit status and conditions for each site requiring high structure permits.*

There are no high structure permits required for Project development.

9.0 EMF

9.1. Provide an estimate of the magnetic profile created by collector circuits. Estimates should be made using the following criteria:

- 9.1.1. *Show a separate profile for the typical buried collector circuits. If some trenches would support more than one buried circuit, provide a separate estimate for each bundled configuration.*
- 9.1.2. *Show a separate profile for any overhead collector circuits.*
- 9.1.3. *Assume all panelsturbines are working and project is producing at maximum capacity.*
- 9.1.4. *Show EMF profile at 0ft., 25ft., 50ft. and 100ft. from the centerline of each circuit type modeled.*

Magnetic fields, measured in milliGauss (mG), are generated when electricity flows on a conductor such as a underground collector circuit in this case. It shall be noted that in the United States the power frequency is 60 hertz (cycles per second). The intensity of the

Blank

7.4.5. Agricultural Impact Statement

State whether the route would affect more than five acres of any one farm operation alone or in addition to other routes, and if the applicant has the power to condemn property (eminent domain).

The Red Route and White Route would affect more than 5 acres of two farming operations. The Pink Route and Yellow Route would affect more than 5 acres on one farming operation.

Provide official correspondence with the Department of Agriculture, Trade and Consumer Protection regarding the need for an Agricultural Impact Statement and document its progress to-date.

As an Independent Power Producer, Badger Hollow does not have condemnation rights and therefore is exempt from the Agricultural Impact Statement (AIS) statute.

7.4.6. Neutral-to-Earth Voltage (NEV) and Induced Voltage Provide for each route and/or route segment.

7.4.6.1. The number of confined animal dairy operations within one-half mile of the proposed centerline.

Satellite imagery from Google Earth 2013 and US Department of Agriculture Farm Service Agency National Agriculture Imagery Program (NAIP) 2017 fly-over aerial photography were used to determine the number of confined animal dairy operations within one-half mile of the proposed centerline of each route and is summarized below.

Red Route: Three dairy operations exist within one-half mile of the proposed centerline.

White Route: Three dairy operations exist within one-half mile of the proposed centerline.

Pink Route: Eight dairy operations exist within one-half mile of the proposed centerline.

Yellow Route: Eight dairy operations exist within one-half mile of the proposed centerline.

7.4.6.2. The number of agricultural buildings located within 300 feet of the proposed centerline.

Satellite imagery from Google Earth 2013 and US Department of Agriculture Farm Service Agency National Agriculture Imagery Program (NAIP) 2017 fly-over aerial photography were used to determine the number of agricultural buildings within 300 feet of the proposed centerline of each route.

Red Route: Eight agricultural buildings exist within 300 feet of the proposed centerline.

White Route: Eight agricultural buildings exist within 300 feet of the proposed centerline.

Pink Route: Twenty-one agricultural buildings exist within 300 feet of the proposed centerline.

Yellow Route: Twenty-one agricultural buildings exist within 300 feet of the proposed centerline.

7.4.6.3 Discuss NEV and induced voltage issues as they relate to the project and routes.

Structures and other facilities made of conductive material located in close proximity to electric transmission lines may experience induced current and voltage due to electric or magnetic field coupling between the facilities. Induction and its potential impacts can be mitigated through implementation of appropriate design measures and techniques, such as:

- Cancellation – The arrangement of transmission line conductors and shield wires to lower electric and magnetic field levels;
- Separation – Increasing the distance between the transmission line and other conductors or conductive objects. Electric and magnetic field levels decrease rapidly with distance; and
- Grounding of non-energized conductors or conductive objects.

The GEN-TIE will be designed and constructed to minimize the potential for induction issues. This might include relocation of electric distribution lines to eliminate physical conflicts with the GEN-TIE or increasing separation with the proposed GEN-TIE.

Badger Hollow has identified dairy and agricultural facilities that might be impacted by induction associated with each GEN-TIE route, and once a route has been selected will work with the owners of the facilities to address their concerns

Additional Information in Response to Commission Staff Information Request No. 01.47.

Staff Information Request No. 01.47.: (Application page 49, Section 7.4, AFR Section 7.4.) Verify that the project would be constructed in compliance with the "Landowner Bill of Rights", Wis. Stat. § 182.017(7).

Verified.

Additional Information in Response to Commission Staff Information Request No. 01.48.

Staff Information Request No. 01.48.: (Application page 49, Section 7.4, AFR Section 7.4.) Discuss whether agricultural monitor(s) would be hired for the project. If so, identify the responsibilities of the agriculture monitor(s) and reporting functions.

Agricultural monitor(s) will not be hired for the project. The Red and White routes all take place on private land subject to private agreements between Badger Hollow and the landowners. Agricultural concerns are addressed and agreed upon remedies are in place under these agreements. The Yellow and Pink routes all take place on public ROW that is not agricultural land.

Iowa County Airport - 2017 & 2018 Adopted Budget Information - Revenue						
Fund & Account	Account Description	Actual Ending Balance 2016	Actual Ending Balance 12/31/17	Revised Budget - 2017	Adopted 2018 Budget	2019
262.07.41110.00000.000	TAX LEVY-IA COUNTY AIRPORT	71,275.00	74,147.00	74,147.00	77,036.00	76,437.00
262.07.41220.00000.000	SALES TAX DISCOUNT	50.00	40.00	.00	.00	-
262.07.46340.00000.000	IA CO AIRPORT REV-FUEL	48,026.22	51,189.96	35,000.00	43,000.00	47,170.00
262.07.46342.00000.000	IA CO ARPRT REV-HANGAR RENT	30,123.33	28,821.03	20,000.00	22,500.00	22,310.00
262.07.48200.00000.000	IA CONTY AIRPORT LAND RENT	28,770.90	14,385.45	32,000.00	28,770.00	28,770.00
262.07.48300.00000.000	SALE OF FIXED ASSETS	.00	.00	.00	.00	
262.07.48410.00000.000	INSURANCE RECOVERY	9,293.61	.00	.00	.00	
262.07.48601.00000.000	COURTESY CAR DONATIONS	5.01	10.00	.00	.00	
	LEVY FOR CAPITAL PROJECTS					50,700.00
	CAPITAL FROM FUND FOR PROJECTS					60,800.00
Total Operating Revenue Budget - Airport		187,544.07	168,593.44	161,147.00	171,306.00	286,187.00

Iowa County Airport - 2017 & 2018 Adopted Budget Information - Expenditures including Capital					
Fund & Account	Account Description	Actual Ending Balance 2016	Actual Ending Balance 12/31/17	Adopted 2018 Budget	Proposed Budget 2019
Iowa County Airport - Operating Expenditure Budget					
262.07.53510.00000.110	SALARIES & WAGES	46,358.64	54,221.39	2,413.00	.00
262.07.53510.00000.151	SOCIAL SECURITY & MEDICARE	3,352.09	3,821.79	185.00	.00
262.07.53510.00000.152	RETIREMENT-PAID BY EMPLOYER	3,061.40	1,831.53	164.00	.00
262.07.53510.00000.154	HEALTH & DENTAL INSURANCE	17,039.78	8,528.58	852.00	.00
262.07.53510.00000.155	LIFE INSURANCE	48.32	27.16	.00	.00
262.07.53510.00000.156	WORKERS COMPENSATION	1,946.40	1,605.99	76.00	.00
262.07.53510.00000.211	MGMNT CONTRACTED SERVICES	.00	11,400.00	68,460.00	77,500.00
	CONTRACTED HOUSEKEEPING SERVICES				4,500.00
262.07.53510.00000.221	UTILITIES	6,894.53	7,642.70	8,500.00	8,000.00
262.07.53510.00000.225	TELEPHONE	5,026.12	4,824.03	4,000.00	5,000.00
262.07.53510.00000.295	ADVERTISING & BIDS	300.00	569.24	5,000.00	2,000.00
262.07.53510.00000.311	POSTAGE	198.38	128.62	250.00	250.00
262.07.53510.00000.317	COPIER FEES/CHARGES	.00	.00	100.00	250.00
262.07.53510.00000.319	OTHER OFFICE SUPPLIES	232.87	216.74	350.00	300.00
262.07.53510.00000.325	REGISTRATION FEES & TUITION	.00	.00	100.00	.00
262.07.53510.00000.332	TRAVEL & MILEAGE REIMB	.00	.00	331.00	.00
262.07.53510.00000.340	SUPPLIES/REPAIRS	20,236.82	7,672.78	11,000.00	4,036.00
	GROUNDS MAINTENANCE/REPAIRS				1,000.00
	COUNTY OWNED HANGAR REPAIRS				5,000.00
262.07.53510.00000.347	CREDIT CARD FEES	987.77	1,112.80	925.00	1,300.00
262.07.53510.00000.351	FUEL-AIRPLANES	42,970.84	37,514.56	35,000.00	36,148
262.07.53510.00000.355	TIRES & BATTERIES	.00	591.86	.00	
	SMALL FIELD TOOLS				1,200
	EQUIPMENT REPAIRS/MAINTENANCE				7,500
262.07.53510.00000.356	FUEL TANK TESTING	2,185.70	2,663.57	900.00	1,000
	FUEL TANK REPAIRS/MAINTENANCE				6,000
262.07.53510.00000.357	SNOWPLOWING & MOWING	15,999.96	15,999.96	18,000.00	
262.07.53510.00000.358	FUEL-VEHICLES	3,509.59	2,083.99	5,000.00	4,000
262.07.53510.00000.511	BUILDING & LIABILITY INS	6,580.53	7,592.72	8,250.00	8,132
262.07.53510.00000.519	STORAGE TANK LIABILITY INS	1,402.00	1,468.00	1,450.00	1,571
262.07.53510.00000.805	IA CO AIRPORT OUTLAY > \$5000	.00	.00	.00	111,500
Total Operating Expenditure Budget - Airport		178,331.74	171,518.01	171,306.00	286,187
Airport - Capital Exenditure Budget					
400.32.57350.00000.805	AIRPORT IMPROVEMENT	32,882.10	5,624.50	47,000.00	111,500
	CAPITAL FUND BALANCE PROJECTED			127,662.00	16,162
Capital Projects from Plan		County Funds			
	Fuel Farm 100LL Replacement	65,000.00			
	Airport Layout Plan update	3,500.00			
	Environmental & Design - Lower Apron	2,000.00			
	Crackfill 11/29; Microsurface 4/22; Paint	7,500.00			
	Security System & Lighting	5,000.00			
	Mowing Equipment	6,000.00			
	Reconstruct Lower Apron	22,500.00			
		111,500.00			