



AGENDA
Iowa County Airport Commission
March 12, 2020 at 5:30 p.m.
Pilot's Lounge / Main Office Conference Room
Iowa County Airport
3151 HWY 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.

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| 1 | Call to order the Airport Commission meeting. |
| 2 | Roll Call. |
| 3 | Approve the agenda for this March 12, 2020 Airport Commission meeting. |
| 4 | Approve the minutes of the December 23, 2019 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 | Discussion of Alternatives for the Airport Terminal area, Taxiways, and Runway 04/22 for the Airport Layout Plan with Mead & Hunt. – Bring Handouts provided at the last meeting. |
| 7 | Hangar Property Lease Agreements:
A. Standard Format Lease Agreement Assignment.
B. Lease Reassignments for:
i. Hangar #16 – John Delaney to JD's WI Investments LLC.
ii. Hangar # 14 - Archer Aviation to Iowa County Flying Club.
C. Notice of Default sent for Hangar T-2. |
| 8 | Review
A. Airport Capital Plan 2021-2025.
B. 2019 Preliminary EOY Revenue and Expense Statement.
C. Airport Capital and Operational Fund Account Balances. |
| 9 | Highway Commissioner's report.
A. Camera Security Project Bid Results.
B. Carpet Project Update.
C. Class E Air Space and Policy 1309 Drones. |
| 10 | Airport Manager's update – Gone Flyin' Aviation LLC – Adam.
A. Fuel Report.
B. Hangar Moisture Mitigation Project update.
C. Lower Taxiway Reconstruction Project Schedule.
D. Automated Weather Operating Station (AWOS) update. |
| 11 | Airport Commission Chair Report. |
| 12 | Set Next Meeting Date – To Be Determined by Chair – after April Elections. |
| 13 | Adjournment. |

Posting Verified by: Clerk's Office Date:

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UNAPPROVED MINUTES
IOWA COUNTY AIRPORT COMMISSION MEETING HELD
12/23/19 – 5:00pm
3151 HWY 39
MINERAL POINT, WISCONSIN 53565

**Iowa
County
Wisconsin**

- 1 Meeting called to order by Benish at 5pm
- 2 Roll Call – Benish, Christen, Storti, Masters, Forbes absent Ray, Meives. Also Present Highway Commissioner Hardy, Airport Manager Langbecker, Tenant Bob Cretney, Tenant Dan Schmid, Tenant John Delaney, Supervisor Deal
- 3 Motion to approve the agenda for this meeting by Masters second by Christen motion approved unanimously
- 4 Motion to approve the minutes of the meeting by Masters second by Christen motion approved unanimously
- 5 Report from members of the commission or the audience. Storti notes that Ryan Johnson has presumed work at Lone Rock. Masters and Benish ask for an update on security cameras and class e airspace. Hardy notes that the security camera project will be rebid in the spring due to variance in initial bids. Hardy notes class e airspace is agenda item number 8.
- 6 Discussion of Alternatives for the Airport Terminal area, Taxiways, and Runway 4/22 (refer to handouts provided at 11/20/19 meeting) – Hardy passes out to the commission alternative 6 to show a concept design by MSA on the north side of runway 4/22. In addition to the proposed terminal area a drawing of the Runway Protection Zone (RPZ) is provided. The handout reflects the difference in RPZ between the existing $\frac{3}{4}$ mile visibility approach to runway 22 and a proposed 1 mile visibility approach to runway 22. Benish inquires if the commission has authority to determine the visibility of the approach. Hardy explains that it is for reference and plans for the future on the Airport Layout Plan (ALP) and would not enact without the FAA's involvement. Masters inquires how long the $\frac{3}{4}$ mile visibility has been in existence. Hardy asks for input from pilots in the room. Cretney notes that visibility requirements can change based on approach lighting to the runway. Delaney notes that this has little to no effect on VFR pilots. Benish indicates that the 1 mile approach visibility seems to be the consensus of those in attendance. Hardy informs the commission that Hardy, Langbecker, and Larry Bierke met to discuss the options proposed by MSA at the 11/20 meeting. The meeting produced some suggested changes to reduce the number of hangars taken down and to work towards compliance with current direction from the FAA regarding taxiway entrances to the runway (drawing available at the airport). Delaney suggests that these discussions are an example of government waste and he believes the county should not be spending money on the south side of runway 22. Benish explains to Delaney that the commission is there to guide the process and is open to suggestions. Delaney suggests that the commission should pressure the BOA to do as the commission says. Christen notes that this is long term planning and that he believes it is important to focus on what we have. Benish clarifies that this is just a discussion at this point in the process but that the folks on the commission need to be thinking about these options as a decision will be needed in the coming months. Forbes notes that he believes making access to the fuel pumps as they exist is important and creating the turnaround area by them should be high on the

	commissions list of improvements. Cretney notes the existing ramp is small and could struggle to accommodate multiple aircraft. Delaney notes that the users of the different fuels are different types of users. Cretney notes that his home airport in Lancaster, Texas encountered some issues accommodating large aircraft on its ramp due to the weight limitations on the surface. Cretney notes that airport use can increase very rapidly depending on the expansion of nearby metro areas. Benish asks if the fuel farm should be moved. Christen notes the customer service aspect of having the terminal and fuel in close proximity to each other. Benish emphasizes planning appropriately for future expansion. Cretney asks if anyone is assigned to work with any economic development groups. Benish notes there is nobody specifically assigned to it. The tenants present agree they prefer option 6. Masters asks Benish to ensure that this topic is on the next agenda. Benish once again encourages the commission to be seriously considering these options. Benish notes that the commission recommends a 1 mile visibility on the approach to runway 22.
7	Review 30% Plans for the Lower Taxiway Reconstruction – Hardy passes out the 30% plans to the commission for the lower taxiway reconstruction scheduled for spring. He encourages the commission to review. Hardy notes these are preliminary and we will see more complete plans in the near future.
8	Discuss Class E Air Space and Requests for Exemptions to Perform Activity within – Hardy notes that he reached out to Levi Eastwick with the BOA. Langbecker passes out FAR 91.303 rules regarding aerobatic flight. Langbecker explains the ramifications of having class e airspace to the ground which restricts aerobatic flight within its boundaries per 91.303(c). Langbecker states the Jurg Grossenbacher from the FAA stopped by and dropped off paper work to be filled out for an Aerobatic Practice box. This application allows a pilot to request variances to 91.303. Langbecker notes that the information was passed along to Cory Johnson. Christen notes aerobatic activity may scare off other users of the airport. Christen also notes that he spoke with MedFlight and they are against any aerobatic flight in the area. Masters asks if the airport has received notification of the filing of this request. Langbecker notes there has been no notification of application. Forbes asks about a motion against the aerobatic box. Langbecker notes that FAA rules will hold more weight than a motion. Benish thanks Hardy and Langbecker for their work on this matter. Cretney states he has seen issues with practice boxes that go to the surface and asks that the commission not allow one that goes to the surface.
9	Highway Commissioners Report - Nested T-Hangar Moisture Issues update – Hardy notes that the backer rod was installed by Langbecker in one of the T-Hangars and seems to provide a good seal. Hardy notes the backer rod has been ordered for the rest of the hangars. - November Revenue & Expense summary – Hardy refers to the packet. Hardy notes that both Revenue and expenses are up for the year due to increased fuel sales. Storti notes that Lone Rock is up and operational and we may see a slowing in sales due to this.
11	Airport Manager Report - Fuel Report – Langbecker notes that more fuel of both kinds was sold this year. Langbecker notes this year we sold almost more gallons of Jet-A than last year. Cretney asks for more clear directions on the use of the new 100LL pump. - Automated Weather Operation System (AWOS) update. Langbecker notes that he is struggling to get quotes on the phone line. Langbecker will update as progress is made.

12	Airport Commission Chair report – Benish requests that the security cameras stay a top priority. Masters agrees.
13	The next meeting will be announced by the chair.
13	Adjournment. Motion to adjourn by Masters second by Christen approved unanimously. Meeting concluded at 6:17pm
Minutes prepared by Adam Langbecker; Gone Flyin Aviation	

DRAFT

12	Agenda	Arthur Commission Chair report - Benoit requests that the security committee stay a top priority. Masters
13	The next meeting will be announced by the chair	
14	Adjournment	Motion to adjourn by Master second by Christen approved unanimously. Meeting concluded at 6:17pm
	Minutes prepared by Adam Langreche; Gene Fy in Absence	

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AGENDA ITEM COVER SHEET

Title: Recommendations for the Airport Layout Plan pertaining to Runway Appr

☐ Original

☒ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

Follow up meeting with the Airport's engineer to discuss options for hangars, terminal building, fueling stations, and the effects on the Airport layout Plan.

RECOMMENDATIONS (IF ANY):

Provide guidance for development of the ALP Plan regarding future airport improvements.

ANY ATTACHMENTS? (Only 1 copy is needed)

☐ Yes

☒ No

If yes, please list below:

Handouts provided at prior meetings regarding various options and runway approach limitations.

FISCAL IMPACT:

For Capital Planning purposes, None at this time.

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10 Mins

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 03-12-2020

AGENDA ITEM # 6

COMMITTEE ACTION:

7

AGENDA ITEM COVER SHEET

This Recommendation for the Airport Layout Plan Relating to Runway 10/20

Original ☐ Update ☐

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

OBJECTIVE OF AGENDA ITEM: Please provide a brief description of the agenda item.

AGENDA ITEM DESCRIPTION: Please provide a detailed description of the agenda item.

AGENDA ITEM PURPOSE: Please provide a brief description of the purpose of the agenda item.

AGENDA ITEM IMPACT: Please provide a brief description of the impact of the agenda item.

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AGENDA ITEM RECOMMENDATION: Please provide a brief description of the recommendation for the agenda item.

LEGAL REVIEW REQUIRED: ☐ Yes ☐ No PUBLICATION REQUIRED: ☐ Yes ☐ No

PRESSENTATION: ☐ Yes ☐ No How much time is needed? 10 mins

COMPLETED BY: GKH DEPT. HEAD: _____

2/3 VOTE REQUIRED: ☐ Yes ☐ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 03-13-2020 AGENDA ITEM NO. _____

COMMITTEE ACTION

AGENDA ITEM COVER SHEET

Title:Property Lease Agreement Re-assignment

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

There has been a request by two tenants on the grounds to re-assign their existing land leases. The attorney created a DRAFT template form which could be used to perform this transfer.

RECOMMENDATIONS (IF ANY):

Looking for direction on when to allow assigning lease re-assignments versus fulfilling new leases. Review and approval of the Lease Re-assignment Template and authority to authorize.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Draft Lease Re-assignment and Current Lease Agreements.

FISCAL IMPACT:

Airport covers the cost of Lease Re-assignment and/or Lease Agreement Filing/Recording Fees.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10 Mins

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 03-12-2020

AGENDA ITEM # 7

COMMITTEE ACTION:

AGENDA ITEM COVER SHEET

Original

Original

Item Property Lease Agreement RS assignment

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please include a brief description of the item, including any relevant information.)

Item Description: This item is a lease agreement for the property located at 1234 Main Street, San Francisco, CA 94102. The property is currently vacant and is being offered for lease to a prospective tenant. The lease term is for a period of 12 months, starting on 01/01/2020 and ending on 12/31/2020. The monthly rent is \$5,000.00. The prospective tenant is a small business that operates in the retail industry. The property is located in a prime location and is well-maintained. The lease agreement includes all necessary terms and conditions for the lease, including a security deposit of \$10,000.00. The prospective tenant has been vetted and is a good credit risk. The lease agreement is being presented to the Board of Supervisors for their approval. The Board of Supervisors will be holding a public hearing on the lease agreement on 02/12/2020 at 10:00 AM. The Board of Supervisors will be meeting in the Board Room at the County Administration Center, 1000 Market Street, San Francisco, CA 94102. The Board of Supervisors will be making a decision on whether to approve the lease agreement. If the Board of Supervisors approves the lease agreement, the lease will be signed by the County and the prospective tenant. The lease will be in effect for the full 12-month term. The prospective tenant will be responsible for all utilities and maintenance costs. The lease agreement is being presented to the Board of Supervisors for their approval. The Board of Supervisors will be holding a public hearing on the lease agreement on 02/12/2020 at 10:00 AM. The Board of Supervisors will be making a decision on whether to approve the lease agreement. If the Board of Supervisors approves the lease agreement, the lease will be signed by the County and the prospective tenant. The lease will be in effect for the full 12-month term. The prospective tenant will be responsible for all utilities and maintenance costs.

Item Number: 001

Item Number: 001

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FISCAL IMPACT

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Item Number: 001

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Item Number: 001

TO BE COMPLETED BY COMMITTEE CHAIR

AGENDA ITEM #

MEETING DATE: 02-12-2020

COMMITTEE ACTION

Item Number: 001

CONSENT TO AND ASSIGNMENT OF AIRPORT
PROPERTY AND GROUNDS LEASE

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

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

PROPERTY: **Lot #, SW ¼ of Sec. 23, T5N R2E, Linden, Iowa County**

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

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

LESSOR: Iowa County

By: _____
Greg Klusendorf, Iowa County Clerk

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

Print Name _____
Notary Public, State of Wisconsin
My commission expires _____

LESSEE:

, individually

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

Print Name _____
Notary Public, State of Wisconsin
My commission expires _____

RETURN TO:

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

DRAFTED BY:

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

PARCEL IDENTIFICATION NUMBERS:

Lot # of the Iowa County Airport at Mineral Point

SUCCESSOR LESSEE:

By: _____

Print Name: _____

Title: _____

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

Print Name _____

Notary Public, State of Wisconsin

My commission expires _____

AIRPORT HANGAR GROUND LEASE

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

WHEREAS, the Lessor owns and operates an airport known as _____ and Lessee is desirous of leasing from the Lessor a certain parcel of land on the airport, hereinafter more fully described, for the purpose of constructing a hangar.

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

1. Property Description:

[Note: Property description should be by exhibit or metes and bounds. If a monumented property survey is required, a plat of survey can be created. Leasehold descriptions must not be referenced to or based on any other type of survey (ex: Certified Survey Map or other plat creating a division of land) without prior approval by the Bureau of Aeronautics.]

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

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

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

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

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

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

or buildings of the Lessee

6. **Utilities:** The Lessor shall be responsible for payment of all of its own utility expenses (gas, electric, telephone, heat, etc.) and at no time shall the Lessee use the utilities of the Lessor without the Lessor's prior written consent, nor shall the Lessee have its utility bills placed into the name of the Lessor. The Lessor shall bill the Lessee bi-monthly to correlate with the receipt of notices from the utility providers for electric and gas by the Lessor.
7. **Other Fees:** Nothing herein shall limit the Lessor's right to impose, and the Lessee's obligation to pay, any and all other fees; which the Lessor may establish from time-to-time for Airport services and privileges.
8. **Hangar Construction:** The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises providing such buildings or structures are in accordance with all federal, state, and local regulations. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction.
9. **Hangar Use:** Hangar shall be used for an aeronautical purpose such as:
 - a. Storage of airworthy aircraft;
 - b. Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
 - c. Non-commercial construction of amateur-built or kit-built aircraft;
 - d. Storage of aircraft handling equipment, (e.g. tow bar, glider tow equipment, work benches, tools and materials used to service aircraft); and
 - e. Storage of materials related to an aeronautical activity (e.g. balloon and skydiving equipment, office equipment, teaching tools).

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

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

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

At no time shall the Lessee store any flammable material (except for fuel in the aircraft) nor shall the Lessee store explosives or other dangerous or hazardous materials, in or around the hangar, without the Lessor's prior written consent.

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

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

16. **Occupants:** No person or entity may occupy the hangar of the Lessee except the Lessee, without the prior written consent of the Lessor. However, nothing herein shall prohibit the Lessee from temporarily permitting another person or entity to temporarily store aircraft in the Lessee's hangar. It is understood that any long-term storage requires the permission of the Lessor and any entity which permits temporary storage for profit must obtain an FBO permit from the Lessor.
17. **Commercial Operations:** Nothing herein shall authorize the Lessee to conduct any business operations or to act as a Fixed Base Operator (FBO) on the premises leased herein. All such activities are prohibited without the prior written approval of the Lessor. However, nothing herein shall be construed to prohibit the Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform. Commercial operations on the airport grounds are regulated through separate Commercial Operator agreements.
18. **Airport Maintenance:** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.
19. **Obstructions:** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.
20. **Airport Development:** The Lessor reserves the right to further develop and improve the airport as Lessor sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee. If the development of the airport requires the removal and/or relocation of the Lessee's hangar building(s), the Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:
- a. The Lessor will provide the Lessee with written notice at least 180 days prior to said removal and/or relocation, and
 - b. The Lessor shall, in the Lessor's sole discretion, either
 - i. Pay a third party to relocate the Lessee's building(s) to a new location on the airport, or
 - ii. pay the Lessee the fair market value of the building(s)
21. **Snow Removal:** The Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within 10 feet of hangar doors. The manner, speed and timeliness of snow removal shall be in the sole discretion of the Lessor, and may vary from year-to-year and from snowfall-to-snowfall. Snow removal from the taxiways in front of Lessor's hangar shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared. Lessee hereby releases and holds the Lessor harmless from any liability for any and all damages, incurred by the Lessee, caused by or arising from the manner, speed or timeliness of the Lessor's snow removal.
22. **Right to Inspect:** Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, or to the operation of the airport.

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

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

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

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

- a. The insurance policies required to be carried by Lessor hereunder shall contain provisions that such policies are not subject to cancellation or change without at least 30 days written notice to the Lessee.
- b. Any insurance required to be maintained by Lessee under this section may be provided and maintained by blanket insurance covering the premises and other locations, properties and insurable interests of the Lessee, provided that the coverage obtained by such blanket policy shall be in a manner sufficient to satisfy the obligations of Lessee under this Section

25. Abandonment: If the Lessee fails to use the hangar, for the purpose of storing aircraft owned by the Lessee, for a continuous period of 12 months, then the Lessor may, in Lessor's sole discretion, terminate this lease.

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

27. Default and Termination:

- a. **Default Defined:** Lessee shall be deemed in default upon

- i. Failure to pay rent or any other properly-imposed fee within 30 days after due date.
 - ii. The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.
 - iii. The commencement of any proceeding for dissolution or for the appointment of a receiver.
 - iv. The making of an assignment for the benefit of creditors.
 - v. Violation of any of the other terms or conditions of this lease after written notice to cease and/or correct such violation has been served upon the Lessee by the Lessor, and after the Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the Notice by the Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, the Lessee may apply to the Lessor for an extension of time within which to cure said violation.
- b. **Effect of Default:** Default by the Lessee shall authorize the Lessor, at its sole option, to declare this lease void, to cancel the same, and to re-enter and take possession of the premises.
- c. **Remedies:** Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute
- d. **Restoration of Property:** Upon termination of this lease, the Lessee shall remove all of its buildings, equipment, and property, and restore the leased premises to its original vacant condition within 90 days, unless the Lessor agrees, in writing, to accept all or any part of the property which the Lessee wishes to abandon. Abandoned structures and improvements shall become the property of the Lessor.
- e. **Non-waiver:** Any intentional or unintentional waiver by the Lessor of any violation of this Contract by the Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent or contemporaneous violation.

28. **Title:** Title to the building erected by the Lessee shall remain with the Lessee and shall be transferable. Upon termination of this lease, the Lessee shall remove the buildings, equipment, and personal property, and restore the leased property to its original condition, unless otherwise agreed by in writing by Lessor.

29. **First Right of Refusal:** During the term of the lease, Lessee hereby grants Lessor the right to have the first opportunity to purchase the hangar if and when such becomes available and the first right to meet any other offer from a third party. The terms of any such third-party offer shall be delivered in writing to Lessor, and Lessor shall have thirty (30) days from receipt in which to agree to meet the terms of said offer. If Lessor does not elect to purchase the hangar, Lessee may transfer the hangar to the third party on the same terms of the original offer. If Lessee does not transfer the hangar pursuant to said offer, the term of this paragraph shall continue to apply.

30. **Lease Transfer:** The Lessee may not assign or transfer this agreement or any interest contained herein, without the consent of the Lessor, which consent shall not be unreasonably withheld.

- 31. Subordination:** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
- 32. Nondiscrimination:** The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.
 - b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
 - c. The Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 33. National Emergency:** During time of War or other State or National emergency, the Lessor shall have the right to suspend this Contract, and to turn over operation and control of the Airport to the State of Wisconsin and/or the United States Government During any period when the airport shall be closed by any lawful authority, thereby restricting the use of the airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.
- 34. Non-Binding Mediation:** Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by non-binding mediation. Should the parties not come to a mutual agreement or settlement utilizing non-binding mediation; it is agreed herein that all litigation proceedings shall occur in Iowa County, Wisconsin.
- 35. Severability:** This lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions and provisions of the lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.
- 36. ENTIRE AGREEMENT/MODIFICATION OF LEASE.** This Lease represents the entire agreement of the parties. No oral statement or prior written matter between Lessor and Lessee with respect to the matters covered in this Lease will have any force or effect. Lessor and Lessee hereby agree that they are not relying on any representation or agreements by the other party other than the representations or agreement contained in this Lease. Except for Lessee's right to terminate this Lease as expressly provided in this Lease, this Lease will not be modified or cancelled except by written documentation executed by Lessor and Lessee.

Dated this _____ day of _____, 20____.

Lessee

Address

Phone #

City, State, Zip Code

Email Address

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

Witness

Witness

On behalf of LESSOR:

BY: _____

Iowa County Clerk; Greg Klusendorf

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

Notary Public:

My commission expires: _____

CONSENT TO AND ASSIGNMENT OF AIR
LEASE

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

WHEREAS, the Lessee desires to assign its right, title and interest in the Lease to J.D.s WI Investments, LLC (the "Successor Lessee"). Lessor consents to the assignment under the terms set forth below.

PROPERTY: Lot 16, SW ¼ of Sec. 23, T5N R2E, Linden, Iowa County

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

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

LESSOR: Iowa County Airport Commission

By: _____
Ron Benish, Chairman

Subscribed and sworn to before me this ____ day of _____, 2020.

Print Name _____
Notary Public, State of Wisconsin
My commission expires _____

LESSEE: John Delaney

John Delaney, individually

Subscribed and sworn to before me this ____ day of _____, 2020.

Print Name _____
Notary Public, State of Wisconsin
My commission expires _____

RETURN TO:

J.D.s WI Invesements LLC
c/o Mr. John Delaney
417 S. Wisconsin Street
Mineral Point, WI 53565

DRAFTED BY:

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

PARCEL IDENTIFICATION NUMBERS:

Lot 16 of the Iowa County Airport at Mineral Poin

SUCCESSOR LESSEE: J.D.s WI Investments, LLC

By: _____

Print Name: _____

Title: _____

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

Print Name _____

Notary Public, State of Wisconsin

My commission expires _____

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. Deer 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 T15 R4E 2F 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, 19 91,

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.

Wanda Rule
Notary Public - Iowa County, Wis.

My commission expires 9/23/85

Notary Seal



RECORDED

Sept 16 1983
1:45 CLOCK P M

REG. OF DEEDS - IOWA COUNTY

Maurice C. Brown
Deputy

(29)

10¹⁰
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.

CONSENT TO AND ASSIGNMENT OF AIR
LEASE

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

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

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

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

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

LESSOR: Iowa County Airport Commission

By: _____
Ron Benish, Chairman

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

Print Name _____
Notary Public, State of Wisconsin
My commission expires _____

LESSEE: Thomas James

Thomas James on behalf of Archer Aviation

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

Print Name _____
Notary Public, State of Wisconsin
My commission expires _____

RETURN TO:

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

DRAFTED BY:

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

PARCEL IDENTIFICATION NUMBERS:

Lot 14 of the Iowa County Airport at Mineral Poin

SUCCESSOR LESSEE: The Iowa County Flying Club

By: _____

Print Name: _____

Title: _____

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

Print Name _____

Notary Public, State of Wisconsin

My commission expires _____

Document Number

AIRPORT HANGAR LEASE

Document Title

Recording Area

Name and Return Address

IOWA COUNTY
222 North Iowa Street
Dodgeville, WI 53533

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee, Wisconsin Statutes, 59.517. WRDA 2/96

AIRPORT HANGAR LEASE

This agreement, made and entered into on the date indicated below by and between Iowa County, Wisconsin, a municipal corporation, hereinafter called the Lessor, and **Archer Aviation Inc.**, hereinafter called the Lessee.

WHEREAS, the Lessor owns and operates an airport known as the Iowa County Airport and Lessee is desirous of leasing from the Lessor a certain parcel of land on the airport, hereinafter more fully described, for the purpose of aircraft storage; and

WHEREAS, the Lessee will use the below described property for the purpose of storing aircraft and shall conduct only such aircraft maintenance on its own aircraft as performed by the Lessee or by regular agents, employees or contractors of the Lessee, and

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

1. **Property Description:** Lot 14 in SW ¼ of SW ¼ Sec. 23 T5N R2E Lot size 60 X 54
Hangar size 44 X 48 Total sq ft. - 3240
2. **Hangar Construction.** The Lessee shall have the right to erect, maintain, alter and remove buildings or structures upon the premises as further specified in this Lease, provided such buildings or structures conform to the building code requirements of the Wisconsin Department of Commerce and pertinent provisions of any local ordinance in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction or future alterations. Construction of an approved hangar must be completed within twelve (12) months of the date of execution of this lease.
3. **Term.** The term of this lease shall be for a period of forty (40) years commencing on January 1st 2012. The Lessee shall have the option to renew this lease for two (2) additional terms of ten (10) years each at the end of the original lease term or the first extension thereof. Upon expiration of the lease term a new lease may be renegotiated.
4. **Rent.** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of .084 cents per square foot for the land leased, for a total annual charge of \$272.16 payable on December 31st. It is understood and agreed that the rental rate specified shall be subject to reexamination

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

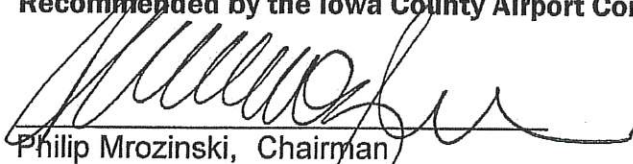
Lot size for existing hangars which employ this lease shall be determined by measuring the side distance from the adjacent building and dividing the total in half to determine the lot line. Location of front, rear or side where no building exists shall be three feet out from the existing structure.

5. **Non-Exclusive Use.** The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe hanging of the Lessee's aircraft; the right of ingress to and egress from the premises, which shall also extend to Lessee's agents, employees, contractors, guests and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.
6. **Laws and Regulations.** The Lessee agrees to observe and obey during the term of this lease all laws, ordinances, Rules and Regulations Ordinance No.800.03 and Minimum Standards Ordinance No.800.04 promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the airport.
7. **Insurance.** The Lessee agrees that they will deposit with the Lessor a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$100,000.00 for the injury or death of one person in any one accident; and in the amount of \$100,000.00 for the injury or death of more than one person in any one accident; and in the amount of \$100,000.00 for damage to property of others for any one accident. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
8. **Maintenance of Buildings.** The Lessee will maintain the structures occupied by them and the surrounding land premises in good order and make such repairs as are necessary. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

9. **Right to Inspect.** The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
10. **Taxes.** The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which they may erect on lands leased exclusively to them.
11. **Water and Sewer.** Hangars that require water and sewer will be assessed a quarterly charge based on usage.
12. **Signs.** The Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
13. **Default.** The Lessee shall be deemed in default upon:
- a. Failure to pay rent within 30 days after due date.
 - b. The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement.
 - c. The commencement of a proceeding for dissolution or for the appointment of a receiver.
 - d. The making of an assignment for the benefit of creditors.
 - e. Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty days.
 - f. Failing to complete construction of a hangar within twelve months of the date of execution of this lease.
- Default by the Lessee shall authorize the Lessor, at its option and without legal proceedings, to declare this lease void, cancel the same, and re-enter and take possession of the premises.
14. **Title.** Title to the building erected by the Lessee shall remain with the Lessee and shall be transferable. Upon termination of this lease, the Lessee may, at the option of the Lessor, remove the buildings, equipment, and property, and restore the leased property to its original condition.
15. **Snow Removal.** The Lessor agrees to provide snow removal services to the Lessee's leased premises in the hangar area, except within four (4) feet of hangar door. Snow removal shall be accomplished only after all runways, apron, and primary taxiways have been first cleared.
16. **Lease Transfer.** The Lessee may not, at any time during the time of this lease, assign or transfer this agreement or any interest contained, without the consent of the Lessor.

17. **Heirs, Representatives, and Assigns:** The terms covenants and conditions set forth herein shall be binding on the heirs, representatives and assigns of the parties hereto.
18. **Airport Development.** The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. Lessor also reserves the right to carry out their obligations under any agreements with the Federal Government regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the airport or the lessors obligations under agreements with the Federal Government requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.
19. **Subordination Clause.** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
20. **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, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.

Recommended by the Iowa County Airport Commission:

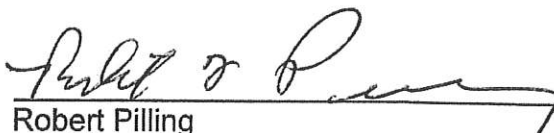

Philip Mrozinski, Chairman

Jeremy Meek


Bob Bunker


Arnie Christen

Clinton Fruit


Robert Pilling


Ryan Walmer

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____
 day of _____, 2006. In the City of _____,
 _____ County, Wisconsin.

 Witness

 Witness

LESSOR:

By: _____
 Greg Klusendorf, Iowa County Clerk

LESSEE:

TITLE: _____

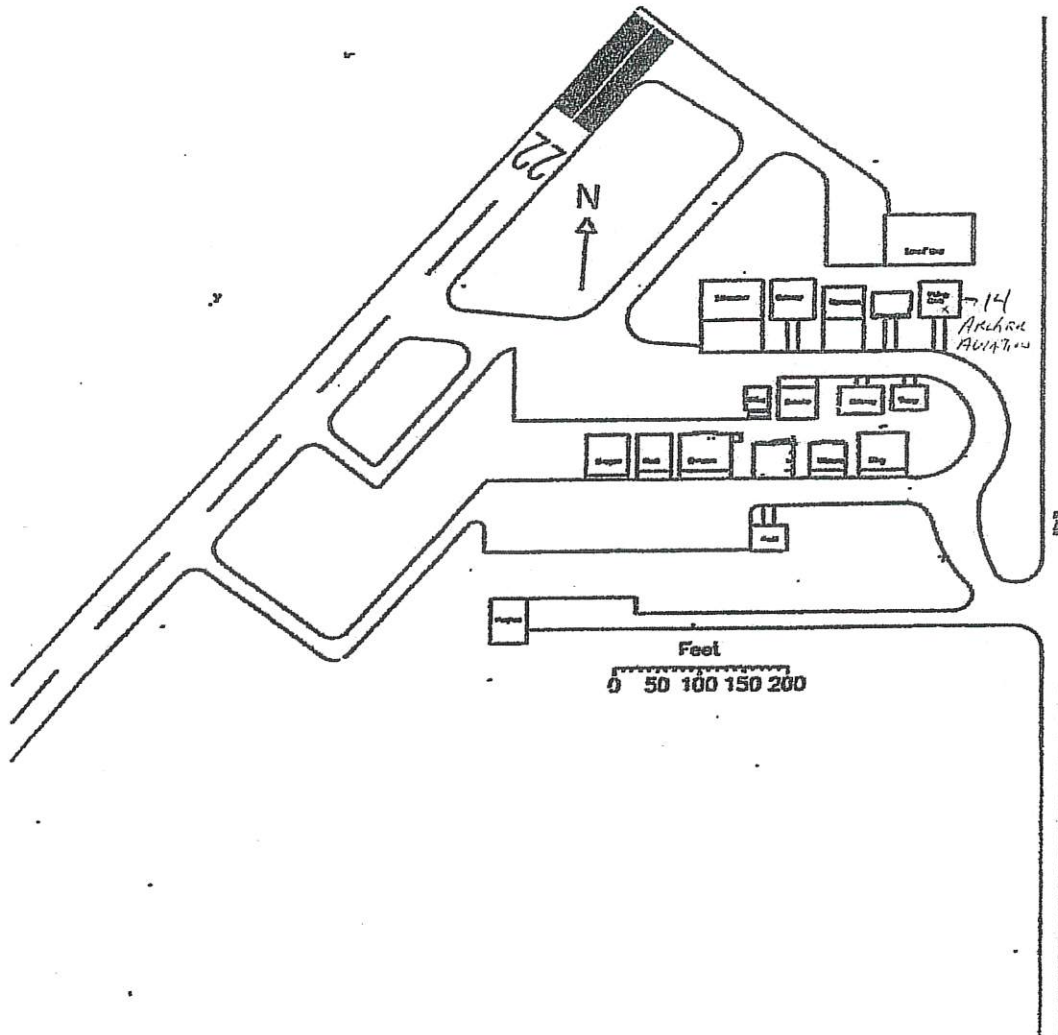
Subscribed and sworn to before me
 this _____ day of _____, 2006.

 Notary Public

My Commission Expires: _____

Printed 12/8/2011
 Revised 12/05/2006

A PANEL OF REAL ESTATE 60 x 54 feet
LOCATED IN SW 1/4 OF SW 1/4 SEC. 23
T 5 N R 2 E TOWN OF LINDEN
IOWA CO. WISCONSIN



AGENDA ITEM COVER SHEET

Title: Airport Capital Plan 2021-2025

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

Annual review of the Airport capital Plan for projects and funding.

RECOMMENDATIONS (IF ANY):

Provide guidance and recommendation to the Long Range Planning Committee and County Board for 2021 Budgeting.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

DRAFT Airport Capital Projects Plan as discussed with the Bureau of Aeronautics for 2021-2025.

FISCAL IMPACT:

Capital Planning for budgeting purposes, None at this time

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10-15 Minutes

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 03-12-2020

AGENDA ITEM # 8

COMMITTEE ACTION:

AGENDA ITEM COVER SHEET

☐ Update

☐ Original

Title: Airport Capital Plan 2021-2025

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM: This project is for the Airport Capital Plan 2021-2025. It includes the development of a capital plan for the Airport, which will be used to guide the Airport's capital spending over the next five years. The plan will identify the Airport's capital needs, estimate the costs of those needs, and develop a funding strategy to meet those needs. The plan will also identify the Airport's capital assets and estimate their useful lives. The plan will be used to guide the Airport's capital spending over the next five years.

AGENDA ITEM NUMBER: 1.0

DEPT. HWY: 1.0

AGENDA ITEM TITLE: Airport Capital Plan 2021-2025

AND ATTACHMENT: 1.0 - 1.0

DEPT. HWY: 1.0

FISCAL IMPACT:

Butte

Capital Planning for long-term purposes. None at this time.

LEGAL REVIEW PERFORMED: ☐ Yes ☐ No

PUBLICATION REQUIRED: ☐ Yes ☐ No

PRESENTATION: ☐ Yes ☐ No

How much time is needed: 10-15 Minutes

COMPLETED BY: CRH

DEPT. HWY:

IS VOTE REQUIRED: ☐ Yes ☐ No

TO BE COMPLETED BY COMMITTEE CHAIR

AGENDA ITEM:

MEETING DATE: 05-13-2020

COMMITTEE ACTION:

AIRPORTS

	REVENUE SOURCES				
	TAX LEVY	G.O. DEBT	DEPT. FUND BALANCE	FED OR STATE GOVERNMENT /GRANTS	
2021 Projects & Equipment					BOA Balance
A Design and Secure Funding for Runway 11/29 Rehabilitation	\$ 150,000	\$ -	\$ 7,500	\$ 150,000	\$ 142,500
B SRE - Snow Removal Equipment BOA Fund?	\$ 150,000	\$ -	\$ 7,500	\$ 142,500	\$ 142,500
Subtotal	\$ 300,000	\$ -	\$ 15,000	\$ 285,000	
2022 Projects & Equipment					BOA Balance
A Rehab Runway 11/29; Including lights and PAPI's	\$ 2,100,000	\$ 105,000	\$ -	\$ 165,000	\$ 1,995,000
Subtotal	\$ 2,100,000	\$ 105,000	\$ -	\$ 1,995,000	
2023 Projects & Equipment					BOA Balance
A (MP) Wildlife Site Visit	\$ 6,000	\$ -	\$ 300	\$ 5,700	
B SRE - Snow Removal equipment (if not funded in 2021)	\$ 150,000	\$ -	\$ 7,500	\$ 142,500	
Subtotal	\$ 156,000	\$ -	\$ 7,800	\$ 148,200	
2024 Projects & Equipment					BOA Balance
A	\$ -	\$ -	\$ -	\$ -	
B	\$ -	\$ -	\$ -	\$ -	
Subtotal	\$ -	\$ -	\$ -	\$ -	
2025 Projects & Equipment					BOA Balance
A Nested Tee Hangar Design?	\$ 50,000	\$ -	\$ 2,500	\$ 47,500	
B	\$ -	\$ -	\$ -	\$ -	
Subtotal	\$ 50,000	\$ -	\$ 2,500	\$ 47,500	
					BOA Balance
					\$ 130,300
					\$ 417,500

	A	B	C	D	E	F	G	H	I
1	Iowa County Public Works Committee - Preliminary Financial Statement - Includes only those Departments that report to the Committee								
2	For the Period Ending December 31, 2019 as of 2/26/2020								
3	<u>Department</u>	<u>2019 Tax Levy Amount - Adopted & Fund Balance Applied</u>	<u>Budget Adjustments / Transfers</u>	<u>Carryovers From Prior Year</u>	<u>2019 Tax Levy + Budget Adjustments / Transfers / Carryovers</u>	<u>Revenues - other than Tax Levy</u>	<u>Expenditures</u>	<u>Excess (Deficiency) of Revenues over Expenditures</u>	<u>Notes</u>
4	<u>General Fund</u>								
5	GIS - Land Records	83,119			83,119	128,548	243,211	(31,544)	
6	Planning & Development	29,504			29,504	265,792	241,390	53,906	
7	Land Conservation	169,396			169,396	248,796	403,365	14,827	
8									
9	Total General Fund	282,019	-	-	282,019	643,135	887,966	37,188	
10									
11	<u>Special Revenue & Capital Funds</u>								
12	Tri County Airport	16,422			16,422	-	16,422	-	
13	Iowa County Airport - operating	76,437			76,437	147,073	204,215	19,295	
14	Wisconsin River Rail Transit - Expenditures	30,000			30,000	-	30,000	-	
15	Capital Projects Fund - Land Conservation Only	65,000			65,000	-	41,637	23,363	
16	Capital Projects Fund - Planning & Development Only	35,000			35,000	-	-	35,000	
17	Capital Projects Fund - Airport only	50,700			50,700	-	75,625	(24,925)	
18	Special Rev & Capital Funds Total	273,559	-	-	273,559	147,073	367,899	52,733	
19									
20	<u>Enterprise Funds</u>								
21	Highway Dept-includes 50/50 bridge aids & Hwy Debt Pmts	4,208,730	425,000		4,633,730	6,085,004	11,202,300	(483,566)	
22	Enterprise Funds Total	4,208,730	425,000	-	4,633,730	6,085,004	11,202,300	(483,566)	
23									
24	Total of All Funds	4,764,308	425,000	-	5,189,308	6,875,212	12,458,165	(393,645)	

	A	B	C	D	E	F	G	H	I
1	Preliminary Departments that Report to the Iowa County Public Works Committee								
2	For the period ending 12/31/19 as of 2/26/2020								
3	Revenue - Compare Budget to Actual	2019 Adopted Annual Budget including Tax Levy & Fund Balances Applied	Budget Adjustments / Transfers	Carryovers From Prior Year	2019 REVISED BUDGET	Total Department YTD REVENUES	REMAINING BALANCE	PCT OF YEAR	PCT YTD
4	100 GENERAL FUND								
5	31 GIS/LAND RECORDS	145,750			145,750	128,548	17,202	69%	88%
6	75 PLANNING & DEVELOPMENT DEPT	172,000			172,000	265,792	(93,792)	69%	155%
7	84 LAND CONSERVATION DEPARTMENT	280,773			280,773	248,796	31,977	69%	89%
8									
9	TOTAL: GENERAL FUND	598,523	-	-	598,523	643,135	(44,612)	69%	107%
10	260 TRI COUNTY AIRPORT								
11	06 TRI-COUNTY AIRPORT	16,422			16,422	16,422	-	100%	100%
12	262 IOWA COUNTY AIRPORT								
13	07 IOWA COUNTY AIRPORT	174,687			174,687	223,510	(48,823)	69%	128%
14	263 RAILROAD								
15	08 WI RIVER RAIL TRANSIT COMM	30,000			30,000	30,000	-	100%	100%
16	400 CAPITAL PROJECTS FUND								
17	32 CAPITAL PROJECTS - Land Conservation	65,000			65,000	65,000	-	100%	100%
18	32 CAPITAL PROJECTS - Planning & Developmnt	35,000			35,000	35,000	-	100%	100%
19	32 CAPITAL PROJECTS - Airport only	50,700			50,700	50,700	-	100%	100%
20	710 HIGHWAY DEPARTMENT								
21	70 HIGHWAY DEPT -includes 50/50 bridge aid and Debt	9,946,705			9,946,705	10,293,734	(347,029)	69%	103%
22									
23	TOTAL OF ALL FUNDS	10,917,037	-	-	10,917,037	11,357,501	(440,464)	69%	104%
24									
25	Expenditure - Compare Budget to Actual	2019 ADOPTED ANNUAL BUDGET	Budget Adjustments / Transfers	Carryovers From Prior Year	2019 REVISED BUDGET	Total Department YTD Expenditures	REMAINING BALANCE	% of Year	Actual % YTD
26	100 GENERAL FUND								
27	31 GIS - LAND RECORDS	\$ 228,869			\$ 228,869	\$ 243,211	\$ (14,342)	69%	106%
28	75 PLANNING & DEVELOPMENT DEPT	\$ 201,504			\$ 201,504	\$ 241,390	\$ (39,886)	69%	120%
29	84 LAND CONSERVATION DEPARTMENT	\$ 450,169			\$ 450,169	\$ 403,365	\$ 46,804	69%	90%
30									
31	TOTAL: GENERAL FUND	\$ 880,542	\$ -	\$ -	\$ 880,542	\$ 887,966	\$ (7,424)	69%	101%
32	260 TRI COUNTY AIRPORT								
33	06 TRI-COUNTY AIRPORT	\$ 16,422			\$ 16,422	\$ 16,422	\$ -	69%	100%
34	262 IOWA COUNTY AIRPORT								
35	07 IOWA COUNTY AIRPORT	\$ 174,687			\$ 174,687	\$ 204,215	\$ (29,528)	69%	117%
36	263 RAILROAD								
37	08 WISCONSIN RIVER RAIL TRANSIT	\$ 30,000			\$ 30,000	\$ 30,000	\$ -	69%	100%
38	400 CAPITAL PROJECTS FUND								
39	32 CAPITAL PROJECTS-Land Conservation	65,000			\$ 65,000	\$ 41,637	\$ 23,363	69%	64%
40	32 CAPITAL PROJECTS - Planning & Developmnt	35,000			\$ 35,000	\$ -	\$ 35,000	69%	0%
41	32 CAPITAL PROJECTS-AIRPORT	50,700			\$ 50,700	\$ 75,625	\$ (24,925)	69%	149%
42	710 HIGHWAY DEPARTMENT								
43	70 HIGHWAY DEPT -includes 50/50 bridge aid & Debt Payments	\$ 9,946,705	\$ 425,000		\$ 10,371,705	\$ 11,202,300	\$ (830,595)	69%	108%
44									
45	TOTAL OF ALL FUNDS	\$ 11,199,056	\$ 425,000	\$ -	\$ 11,624,056	\$ 12,458,165	\$ (834,109)	69%	107%
46	Notes:								
47	YTD = Year-to-date								
48									

2

Carryover Calculation Worksheet			
Program: Iowa County Airport - Operating			
Fund Balance as of 12/31/2015			42,640.52
2016			
Add Tax Appropriation for Operating for the Airport		71,275.00	
Total Budget			71,275.00
Add Revenues Received - for 2016			
Transfer In from General Fund	262	116,269.07	
Transfer In from General Fund			
Total Revenues			116,269.07
Less Expenses Paid: - Airport Operating for 2016			
Transfer to General Fund	262		(178,331.74)
Fund Balance as of 12/31/2016.			51,852.85
2017			
Add Tax Appropriation for Operating for the Airport		74,147.00	
Total Budget			74,147.00
Add Revenues Received - for 2017			
Transfer In from General Fund	262	111,632.84	
Transfer In from General Fund			
Total Revenues			111,632.84
Less Expenses Paid: - Airport Operating for 2017			
Transfer to General Fund	262		(172,587.21)
Fund Balance as of 12/31/2017.			65,045.48
2018			
Add Tax Appropriation for Operating for the Airport		77,036.00	
Total Budget			77,036.00
Add Revenues Received - for 2018			

Annual Amounts

\$9,232.33

\$13,192.62

Carryover Calculation Worksheet			
Program: Iowa County Airport - Operating	262	126,648.38	
Transfer In from General Fund			
Transfer In from General Fund			126,648.38
Total Revenues			
Less Expenses Paid: - Airport Operating for 2018	262		(178,286.42)
Transfer to General Fund			
Fund Balance as of 12/31/2018	2019		90,443.44
Add Tax Appropriation for Operating for the Airport		76,437.00	
Total Budget			76,437.00
Add Revenues Received - for 2019 - preliminary	262	147,073.57	
Transfer In from General Fund			
Transfer In from General Fund			147,073.57
Total Revenues			
Less Expenses Paid: - Airport Operating for 2019 Preliminary	262		(204,214.74)
Transfer to General Fund			
Fund Balance as of 12/31/2019 Preliminary			109,739.27

\$29,397⁹⁶

\$19,295⁶³

- 50,305⁶⁴ (NWE TO CAPITAL BY 2022)

\$51,329⁶³

Carryover Calculation Worksheet

Program: Iowa County Airport

Carryover Carry

Carryover Balance from 2014 to 2015		34,259.44
2015		
Add Tax Appropriation for the Capital Outlay for the Airport	20,000.00	+
Total Budget		20,000.00
Add Revenues Received		
None	-	
Transfer In from General Fund	-	
Total Revenues		
Less Expenses Paid: - Airport Capital Outlay		-
400.32.57350.00000.805		(11,365.75)
Carryover Balance from 2015 to 2016		42,893.69
2016		
Add Tax Appropriation for the Capital Outlay for the Airport	20,000.00	
Total Budget		20,000.00
Add Revenues Received		
None		
Transfer In from General Fund	-	
Total Revenues	-	
Less Expenses Paid: - Airport Capital Outlay		-
400.32.57350.00000.805 - work done by Highway Dept		(32,882.10)
Carryover Balance from 2016 to 2017		30,011.59
2017		
Add Tax Appropriation for the Capital Outlay for the Airport	58,000.00	
Total Budget		58,000.00
Add Revenues Received		
None		
Transfer In from General Fund	-	
Total Revenues	-	
Less Expenses Paid: - Airport Capital Outlay		-
400.32.57350.00000.805		(5,624.50)
Carryover Balance from 2017 to 2018		82,387.09

-
= Est 2018
+
-
= Est 2016
+
-
= Est 2017

Carryover Calculation Worksheet		
Program: Iowa County Airport		
2018		
Add Tax Appropriation for the Capital Outlay for the Airport	47,000.00	
Total Budget		47,000.00
Add Revenues Received		
None	-	
Transfer In from General Fund		
Total Revenues		-
Less Expenses Paid: - Airport Capital Outlay		(6,813.08)
400.32.57350.00000.805		
Carryover Balance from 2018 to 2019		122,574.01
2019		
Add Tax Appropriation for the Capital Outlay for the Airport	50,700.00	
Total Budget		50,700.00
Add Revenues Received - Expenditures		
Transfer In from General Fund		
Total Revenues		-
Less Expenses Paid: - Airport Capital Outlay		(75,624.65)
400.32.57350.00000.805		
Carryover Balance from 2019 to 2020		97,649.36

2023 CAP = 2800 UNLAWFUL OR
50K FROM 2021

2024 CAP = 0

2025 CAP = 2500S THANKS, DESIGN

2800 NEED

297,649.36

- 28,000 2020 CAPITAL ESTIMATE

69,649.36

- 19,000

50,649.36

- 109,000

- 50,350.64

(TRANSFER FROM OPERATING ?)

2022 RENTAL

2021 CAPITAL ESTIMATE

47

AIRPORT CAMERA SECURITY BID RESULTS										
# of Cameras										
Bidder	Total	Fisheye	Bullet	Pan / Tilt / Zoom	Layout?	Storage	Bid	Remote Access Solution	Cost	Installation & Setup
TC Networks 788 Main Street Suite 110 Dubuque Iowa	20		2 / 5 MP		Coverage Areas Provided	12TB Server	\$ 24,614.96	WAVE	Included Lifetime	Included
Digital Security Systems 528 Tower Ave. Superior, Wis.	19	12 MP	8 MP	3 MP	Make Plan w/ Craig	4- 12TB Hard Drives	\$ 25,345.01	Geovision	Included Lifetime	1Hr Setup Included, additional @ \$50/Hr Networking
Systems Technologies W5331 Park Ave. Merrill Wi.	14	12 MP	5 MP	20 MP	Coverage Areas Provided	24TB 8-Bay Tower	\$ 47,020.27	OmniCast or Synergis	1 Year	Disclaimer for Borings and Rock Excavation



Drone Policy

Date Originated: 2/??/2020
Date of Modifications:
Policy Number: 1309

1. PURPOSE:

The purpose of this Drone Policy is intended to guide employees of participating departments with pre-approved drone programs. This Policy applies to all departments participating in the County's drone program, including boards and commissions, employees, contractors, and volunteers. Elected officials, employees, consultants, volunteers, and vendors while working on behalf of the County are required to comply with this Policy.

2. ORGANIZATIONS AFFECTED:

This policy will impact all departments, agencies and divisions of Iowa County.

3. POLICY:

Iowa County is dedicated to embracing technologies that help improve its services while protecting the privacy and safety of its residents. The use of drones in the public interest is expected to benefit residents and visitors to the County through the more efficient use of County resources.

The term "drone" means an unmanned aircraft flown by a pilot via a ground control system, or autonomously through use of an on-board computer, communication links or other any additional equipment.

They can also be referred to as:

Unmanned Aerial System (UAS)

Unmanned Aerial Vehicle (UAV)

4. REFERENCES:

FAA – Federal Aviation Administration

5. PROCEDURES:

Departments may add requirements to the policy, but may not remove any requirements in this document, or use drones for any reason outside the "use cases" identified below. Any additional requirements need to be approved by the County Administrator.

The county drone policy must be reviewed by all drone operators and any individuals with access to drone data that may contain Personal Identifiable Information. Engaging in the unauthorized use of drones or activities that are inconsistent with this Policy may subject an employee to discipline.

- A. The purchase and ownership of all drones will be limited to the Sheriff and I.T. Departments.
- B. The operation of any drone will be performed by employees must have Federal Aviation Administration UAS certification and completed all department required training in order to operate the drone.
- C. Required information will be provided to County Clerk to make sure it is insured properly.
- D. All drones must be registered with the Federal Aviation Administration.
- E. All use of drones must follow the rules and regulations put forth by the Department of Transportation as well as the Federal Aviation Administration.
- F. All accidents must be reported in accordance to the rules and regulations of the National Transportation Safety Board and the Federal Aviation Administration.
- G. Departments that wish to have drone footage taken for specific uses may submit a request with either the Sheriff or I.T. department.
- H. The authorized use of a drone is allowed for the following use cases.
 - 1. Aerial review of areas affected by disasters or emergencies.
 - 2. Disaster Response: Assessment and District Surveys.
 - 3. Emergency Response: Building Fire Reconnaissance.
 - 4. Search & Rescue: Aerial or water borne drones.
 - 5. Training: Assessment and evaluation of emergency response operations.
 - 6. Construction Management: Inspection of project sites for contract and environmental compliance.
 - 7. Environmental Monitoring & Documentation: Vegetation type and health, wildlife, streams/reservoirs.
 - 8. Inspections: Surveys and assessments of properties and assets.
 - 9. Marketing: Capture video and still photographs.
 - 10. Construction Management: Inspection of project sites for contract and environmental compliance.
 - 11. Environmental Monitoring: Flora and fauna type and health, spills and leaks, erosion.

12. Mapping: Digital elevation models, land use maps, 3D models and contours.
13. Search & Rescue: Reconnaissance and assist during an emergency, both for water and land operations.

12. Mapping: Digital elevation models, land use maps, 3D models and contours.

13. Search & Rescue: Reconnaissance and assist during an emergency, both for water and land.

operation.

Blank

Craig Hardy

From: Craig Hardy
Sent: Friday, February 14, 2020 11:12 AM
To: Mark Storti; Ron Benish; Larry Bierke
Cc: Adam Langbecker (mrjairport@iowacounty.org)
Subject: FW: Drones

Mark/Ron/Larry;

I followed up on the question related to Drones at the airport, which is in the email chain below. Again the Policy spells out the criteria for county departments to hire or purchase drones for county activity. The airport does not need to be a portion of the policy, nor does the airport need an ordinance addressing drones.

In general; FAA regulates both recreational and commercial drone usage. The airport does not have any control over the flight of drones. The airport Class E airspace protects it against any drone operator from flying within 5 miles of the airport, as they have to request flight pattern through the FAA LAANC system. Anyone who is caught flying drones within 5 miles of the airport without FAA approval would be reported to the FAA to follow up on and pursue. If we did not get satisfaction out of that process, there are other state/federal laws which would govern all aircraft operations (manned and unmanned)

For those that do file for requests in LAANC from FAA to fly on the airport; there is a process to go through which includes notification of the airport manager by FAA to gain concurrence on the proposed activity. As a minimum it most likely would not be allowed within the fence due to class e air. In addition, the airport manager can always bring up the situation with med-flight basis of operations on the grounds.

Adam;
FYI.

Please advise of any additional questions.
Thanks

Craig E Hardy; PE/RLS
Iowa County Highway Commissioner

PH 608-574-2935
608-935-3381 X605

Workzone Safety slogan 20120 -- "Safe Work Zones for All - Protect Workers, Protect Road Users"

From: Davis, Howard - DOT <Howard.Davis@dot.wi.gov>
Sent: Friday, February 14, 2020 10:55 AM
To: Craig Hardy <Craig.Hardy@iowacounty.org>
Cc: Cothren, Joshua W - DOT <joshua.cothren@dot.wi.gov>; Holbrook, Joshua P - DOT <Joshua.Holbrook@dot.wi.gov>
Subject: RE: Drones

Exactly, I would not encourage the County to adopt local drone regulations unless as a last resort to address an on-going problem. Even then, there are state laws which deal with the safe operation of all aircraft (manned or unmanned) that could be used if law enforcement intervention is necessary and FAA has been unable to address the situation.

Hal

From: Craig Hardy <Craig.Hardy@iowacounty.org>
Sent: Friday, February 14, 2020 10:23 AM
To: Davis, Howard - DOT <Howard.Davis@dot.wi.gov>
Cc: Cothren, Joshua W - DOT <joshua.cothren@dot.wi.gov>; Holbrook, Joshua P - DOT <Joshua.Holbrook@dot.wi.gov>
Subject: RE: Drones

Well that was my understanding as well. Some of the Board members questioned if we needed to revise our airport rules and regulations to cover drones, but my take on that would be FAA has the authority not the airport so we don't.

They questioned whether we include in the ordinance no recreational drone activity on the airport grounds and charge a penalty fee, which would allow the SO and DA to fine them if caught. But if I am correct, FAA could allow a recreational drone pilot on the grounds (although highly unlikely with class E to the ground); if properly requested through their LAANC system = we have no jurisdiction.

Thanks

Craig E Hardy; PE/RLS
Iowa County Highway Commissioner

PH 608-574-2935
608-935-3381 X605

Workzone Safety slogan 20120 – "Safe Work Zones for All - Protect Workers, Protect Road Users"

From: Davis, Howard - DOT <Howard.Davis@dot.wi.gov>
Sent: Friday, February 14, 2020 8:31 AM
To: Craig Hardy <Craig.Hardy@iowacounty.org>

Cc: Cothren, Joshua W - DOT <joshua.cothren@dot.wi.gov>; Holbrook, Joshua P - DOT <Joshua.Holbrook@dot.wi.gov>
Subject: RE: Drones

Hi Craig,

Since BOA does not regulate drones, all I can do is direct you to the FAA website: <https://www.faa.gov/uas/> for actual documentation.

If you're just curious about what the rules are I can answer any questions. Basically, drone operators are no longer required to contact the airport to fly on or near airports. However, Iowa County Airport has special airspace around it (i.e. Class E airspace is extended to the ground). This requires all drone operators (commercial and recreational) to receive authorization from the FAA prior to operating within 5 miles of the airport. That authorization is done electronically through the FAA's LAANC system.

Bottom-line is that the airport owner/manager has been taken out of the equation. The drone operator is responsible for knowing these requirements and getting approval from FAA when needed.

Let me know if you have any specific questions.

Hal

Hal Davis, C.M. | Airport Compliance Manager

Wisconsin Department of Transportation | Bureau of Aeronautics
howard.davis@dot.wi.gov | 608-267-2142



From: Holbrook, Joshua P - DOT

Sent: Thursday, February 13, 2020 3:21 PM

To: Craig Hardy <Craig.Hardy@iowacounty.org>

Cc: Davis, Howard - DOT <Howard.Davis@dot.wi.gov>; Cothren, Joshua W - DOT <joshua.cothren@dot.wi.gov>

Subject: RE: Drones

Hal/Josh,

Do we have any guidance documents on drones?

Josh

From: Craig Hardy <Craig.Hardy@iowacounty.org>

Sent: Thursday, February 13, 2020 3:19 PM

To: Holbrook, Joshua P - DOT <Joshua.Holbrook@dot.wi.gov>

Subject: Drones

Josh;

Can you send me any guidance documents related to airport rules and regulations for drones.

Thanks

Craig E Hardy; PE/RLS
Iowa County Highway Commissioner

1215 N Bequette Street
Dodgeville, Wis. 53533
(608) 935-3381 X605

Safe Work Zones for All. Protect Workers, Protect Road users.

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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
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	\$ 4.65	\$ 4.65	\$ 4.65	\$ 4.65	
Total 100LL	131.00	187.23	542.36	672.56	534.02	842.09	2,729.63	643.34	613.57	371.23	424.89	269.28	7,961.20
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	\$ 4.10	\$ 4.10	\$ 4.10	\$ 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	433.72	389.35	220.88	550.27	8,488.23
2018 - 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	1,047.29	760.58	645.77	819.55	16,449.43
Difference between 2017 & 2018	93.98	(271.25)	458.91	743.46	(2,521.42)	1,028.79	1,443.92	105.86	322.13	213.78	(74.31)	306.54	1,850.39
% of Increase or (Decrease)	31%	-44%	141%	88%	-70%	91%	52%	4%	44%	39%	-10%	60%	13%
2019 - # of Gallons Sold 100LL													
Sale Price per Gallon	\$ 4.65	\$ 4.65	\$ 4.65	\$ 4.65	\$ 4.65	\$ 4.65	4.65 / 3.30	3.30 / 2.00		\$ 4.659	\$ 4.659	\$ 4.659	
Total 100LL	140.39	168.82	209.95	266.77	443.66	452.02	1,849.40	4,091.56	-	201.86	230.14	432.00	8,486.57
JET-A Fuel													
Sale Price per Gallon	\$ 4.10	\$ 4.10	\$ 4.10	\$ 3.95	\$ 3.95	\$ 3.95	\$ 3.95	\$ 3.95	\$ 3.95	\$ 3.959	\$ 3.959	\$ 3.959	
Total JET-A Fuel	180.54	406.33	485.72	532.08	2,052.90	1,368.44	2,575.68	3,980.59	257.39	1,346.16	565.39	30.06	13,781.28
2019 - Total Gallons - All Types	320.93	575.15	695.67	798.85	2,496.56	1,820.46	4,425.08	8,072.15	257.39	1,548.02	795.53	462.06	22,267.85
Difference between 2018 & 2019	(79.77)	226.14	(88.93)	(785.73)	1,432.48	(342.25)	210.13	5,456.54	(789.90)	787.44	149.76	(357.49)	5,818.42
% of Increase or (Decrease)	-20%	65%	-11%	-50%	135%	-16%	5%	209%	-75%	104%	23%	-44%	35%
2020 - # of Gallons Sold 100LL													
Sale Price per Gallon	\$ 4.659	\$ 4.659											
Total 100LL	277.55	316.99											594.54
JET-A Fuel													
Sale Price per Gallon	\$ 3.959	\$ 3.959											
Total JET-A Fuel	755.61	262.05											1,017.66
2020 - Total Gallons - All Types	1,033.16	579.04	-	-	-	-	-	-	-	-	-	-	1,612.20
Difference between 2019 & 2020	712.23	3.89	(695.67)	(798.85)	(2,496.56)	(1,820.46)	(4,425.08)	(8,072.15)	(257.39)	(1,548.02)	(795.53)	(462.06)	(20,655.65)
% of Increase or (Decrease)	222%	1%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-93%

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