

## NOTICE OF AN ELECTRONIC MEETING

This meeting will be conducted via electronic videoconferencing/teleconferencing. As such, it is likely that some or all members of, and a possible quorum, may be in attendance via electronic means and not physically present.

In accordance with Wisconsin law, the meeting will remain open to the public. The public may attend in person at the location noted on the agenda.

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|  | <p><b>Iowa County Airport Commission Meeting</b><br/><b>Wednesday December 16, 2020 – 5:00 pm</b><br/><b>Conference Call 1.312.626.6799</b><br/><b>Zoom Meeting ID: 864 8428 8322</b><br/><b>PASSCODE: 914820</b></p> <p>Join Zoom Meeting<br/><a href="https://us02web.zoom.us/j/86484288322?pwd=VkVBbitKWmJmUUIUyakhkQTU1dWpYZz09">https://us02web.zoom.us/j/86484288322?pwd=VkVBbitKWmJmUUIUyakhkQTU1dWpYZz09</a></p> <p><b>Health &amp; Human Services Center – Community Room</b><br/><b>303 W. Chapel Street</b><br/><b>Dodgeville, Wisconsin</b></p> | <p><b>Iowa<br/>County<br/>Wisconsin</b></p> |
| For information regarding access for the disabled please call 935-0399.           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             |
| <b><i>Any subject on this agenda may become an action item.</i></b>               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             |
|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             |
| 1                                                                                 | Call to order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                             |
| 2                                                                                 | Roll Call. (Committee & Audience).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |
| 3                                                                                 | Approve the meeting agenda for December 16, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                             |
| 4                                                                                 | Approve the minutes of August 25, 2020 meeting.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             |
| 5                                                                                 | Report from committee members and an opportunity for members of the audience to address the committee. No action will be taken.                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             |
| 6                                                                                 | Airport Layout Plan Review – Distributed at the meeting – No action will be taken.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |
| 7                                                                                 | Review of County Airport Zoning Ordinance as a Point of Information / Orientation for the Commission Members.                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                             |
| 8                                                                                 | Request to Consider a Variance to Airport Zoning Ordinance regarding lot sizing for property in Zone 2B of the Airport Overlay – Aschilmann Property.                                                                                                                                                                                                                                                                                                                                                                                                       |                                             |
| 9                                                                                 | Consider 2-Year Extension of Airport Manager’s Contract for May 2021 - April 2023.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |
| 10                                                                                | Consider 5-Year Extension of Sanitary Sewer Lease Agreement with UW Health for 2021-2026.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                             |

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| 11                                                                   | Highway Commissioner's Report:<br>A. Revenue and Expense Report.<br>B. Waterway Project Update.                                                                                                                                                                                                                                                                                                                                     |
| 12                                                                   | Airport Manager's update – Gone Flyin' Aviation LLC – Adam.<br>A. Buildings and Grounds and Equipment Maintenance Report.<br>B. Fuel Sales Report.<br>C. Hangar Agreement updates.<br>D. Automated Weather Operating Station (AWOS) insurance Repairs update.                                                                                                                                                                       |
| 13                                                                   | Motion to go into closed session pursuant to Wis. Stat. 19.85 (1) (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Discuss airport tenant responsibilities pursuant to lease agreements with Corp Counsel, Highway Commissioner, and Airport Manager.) |
| 14                                                                   | Motion to Return to open session.                                                                                                                                                                                                                                                                                                                                                                                                   |
| 15                                                                   | Possible action on closed session item 13.                                                                                                                                                                                                                                                                                                                                                                                          |
| 16                                                                   | Airport Commission Chair Report.                                                                                                                                                                                                                                                                                                                                                                                                    |
| 17                                                                   | Adjournment. Next meeting to be determined by the Chair.                                                                                                                                                                                                                                                                                                                                                                            |
| Posting verified by the County Clerk's Office:    Date:    Initials: |                                                                                                                                                                                                                                                                                                                                                                                                                                     |

**The public is encouraged and requested to attend via electronic means.**

You may attend via videoconference by downloading the free Zoom program to your computer at <https://zoom.us/download> At the date and time of the meeting, you log on through the Zoom program and enter the Meeting ID from the above agenda.

You may also attend via conference call by dialing the phone number listed on the agenda above.





**UNAPPROVED MINUTES**  
**IOWA COUNTY AIRPORT COMMISSION MEETING HELD**  
**8/25/20 – 5:00pm**  
**Health and Human Services Center**  
**303 W. Chapel St**  
**Dodgeville, WI**

**Iowa  
County  
Wisconsin**

- |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| 1 | Meeting called to order by Chair Sup. Deal at 5pm                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2 | Roll Call – Benish, Christen, Storti, Masters, Meives, Deal, and Meek. Also Present Highway Commissioner Hardy, Dave Aschilmann, Kurt Wedig, and Gary Tibbetts. And, via zoom - Airport Manager Langbecker, County Administrator Larry Bierke,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3 | Approve the Meeting agenda, Motion by Benish, second by Storti. Motion approved unanimously                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 4 | Approve the minutes of 5/18/20 meeting, Motion by Meek, second by Storti. Amendments to the 5/18 minutes per Masters regarding Roll call, attendance, and motion for election of members corrections. Motion to approve as amended; unanimously.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5 | <p>Report from the committee members and members from the audience;</p> <p>Dave Aschilmann – Discusses land he owns near Ludden lake. Presents the commission with a map indicating where his land lies. Mr. Aschilmann explains the families intent to divide the parcel. Mr. Aschilmann is looking for a variance to subdivide this property to lot sizes less than 10 acres, which is smaller than allowed in the airport zoning ordinance for zone (2B). Hardy notes that his project is one of three, which he will update the commission on under item 9(c).</p> <p>Kurt Wedig – Discusses a development that he is proposing and is looking to put a 3-5 acre pond on. Mr. Wedig presents a map to the commission. Mr. Wedig informs the commission that he has spoken with the DNR and as of now they have no objection. Mr. Wedig notes that there are currently pilots that live in the development and have no issue with the pond. Benish asks which zone the proposed pond would fall into. Hardy states it is in zone 4 and that Mr. Wedig's request is also part of 9(c) on the agenda.</p>                                                                                                                                                                                                                                                                                                                                                                                                 |
| 6 | <p>Revised 2021-2025 Airport Capital Plan;</p> <p>Hardy notes changes to the 2021-2025 Cap plan. Josh Holbrook from the Bureau of Aeronautics indicated recently to Hardy and Langbecker that funding has become available to move the rehab of runway 11/29 up to 2021. Hardy notes that the lower apron project scheduled for 2020 has been delayed due to lack of bids. Subsequently the lower ramp and runway 11/29 projects will be scheduled to be completed concurrently in 2021. This led to the movement of entitlements and projects as noted on page 5 of the meeting packet. Most notably 2022 will feature no projects but will instead be used to payback entitlements used in the projects of 2021. Deal inquires why the BOA moved the runway up a year. Hardy notes the discretionary funding was available from the FAA and we had the resources to secure our end of the agreement. Benish notes the deficit of \$3,920 in the fund following the completion of 2021 projects and inquires where this will come from. Hardy notes that we can look at the operating budget and transfer as appropriate, in addition we may have excess revenues over expenses from 2020 to allocate as well. Hardy reviews the capital plan and proposed costs, which he comments are estimates as the actual amounts will be based on bids received. Hardy states the Highway Department has approached the subject of performing the lower taxiway work as a Local Force Account project with the</p> |



|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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|   | BOA. Christian questioned the project timing and Masters the highway Department's ability to complete the project and requirements for bidding on the project. Hardy states that the lower ramp will have the same bidding requirements as let by the BOA initially. The Highway Department will have the same quality control and assurance requirements as the bidders would be required to complete.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 7 | <p>2021 Airport Budget Request, Operations Fund Balance, and Capital Fund Balance;</p> <p>Hardy discusses revenue outlined on page 7 of the meeting handout. Hardy discusses expenses broke down on page 8 of the meeting handout. Hardy notes account 355 is broke down into three separate accounts one for maintenance of equipment, one for projects on buildings and hangars, and one for grounds upkeep. In 2021 we will be looking at rehabbing the gravel road to the AWOS system for easier access. Benish asks about the manager contract expiring 4/21. Hardy notes that conversations have not begun on extending or putting it out to bids. Hardy notes he is using historical data and that a budget amendment is possible if that number changes. Hardy details the calculation worksheet on page 9.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 8 | <p>2<sup>nd</sup> quarter 2020 Revenue and Expense Statement;</p> <p>Hardy details the calculation worksheets on pg. 11-12. Hardy notes changes from the budget. CARES act funding was secured by MRJ and will provide \$30,000 for operations and maintenance of the airport. An expense of \$22,153 will be reimbursed as it is an insurance job awaiting completion. Hardy notes that fuel revenue is at \$74,000 with our tanks in good shape for possibly the remainder of the year. Benish notes that the airport is doing well financially and he hopes to continue to see that in the future.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 9 | <p>Highway Commissioner's Report:</p> <p>A. Waterway Re-Establishment Project update: Hardy indicate 3 waterways were re-established on the airport property. Hardy notes that subsequent rainfalls have ruined the waterways twice. Hardy indicates that we will try again. Benish asks if the renters had a role in destroying the waterways. Hardy indicates it is a progressive issue that goes back over multiple renters and cannot be tracked to just one incident. Hardy notes the current renter has been spoken to about the waterways.</p> <p>B. CARES act funding: Hardy notes that KMRJ is eligible for \$30,000 in grants from the CARES act legislation. Hardy notes that the funds can be used for anything that would fall under operations and maintenance.</p> <p>C. Airport Zoning Overlay Impact on Properties – Information;</p> <p>Hardy brings up a presentation on the Airport zoning. Hardy notes that the zoning ordinance was developed with BOA and FAA funding. Hardy explains that there are multiple zones and rules regarding what building and land use can take place in those zones.. Hardy notes there are currently three requests that are asking for variances or exemptions from zoning restrictions.</p> <p>Kurt Wedig – Hardy displays a map indicating where Wedig proposes a pond. Hardy notes it falls in zone 4. Zone 4 allows ponds require for compliance with W-DNR stormwater management plans and permits, which drain within 48 hours. The ordinance prohibits long term retention ponds, which retain amounts of water for indefinite timeframes or known as a pond or lake. Hardy notes that this would require an amendment to the zoning ordinance. Amendments could include changing the rules that apply within zone 4 or changing the zones to accommodate the request. Benish indicates that allowing the change to happen could jeopardize funding.</p> |



Dan Wedig – Hardy displays a map indicating where Wedig would like to start an RV Park/Campground by Ludden Lake. Hardy notes that the proposal lies within zone 2B which prohibits campgrounds. Zone 2B is established due to the approach path to runway 29. Hardy notes that the ordinance would have to be amended. Amendment would have to change zone 2b to allow campgrounds, which would then allow them anywhere within zone 2B.

Dave Aschilmann – Hardy displays a map of Aschilmann property where he would like to subdivide and build a home. Part of the Aschilmann property falls in zone 2b. Zone 2b restricts subdividing to a minimum of 10 acre lots. Hardy notes that Mineral Point Extra-territorial Zoning District also has zoning restrictions which would apply. Hardy notes a variance to the ordinance is possible in this instance because the ordinance restricts, but does not prohibit, subdivisions.

Hardy notes that both amendments or variances would have to go thru the zoning Board of Adjustment. Hardy notes that the ordinance was developed with funding from the BOA and FAA and was formed using guidance provided by the Land Use Handbook and the Zoning Ordinance Template. Hardy notes that the BOA indicates it is a decision for the county to make, however it may affect funding. Hardy notes that if zoning regulations do not permit an operation (both Wedig projects) a permit cannot be issued, if a variance is the issue a permit can be conditionally granted. Deal asks if we can get a determination from the BOA prior to any airport commission decisions. Hardy notes a determination is not made by the BOA until after the county level decision. Benish feels that the pond issue will hurt funding based on conversations he has had. Benish also fears that making amendments to the existing ordinance may affect funding in the future. Christen expresses concerns over changing existing ordinance. Deal inquires whether Aschilmann could create via multiple Certified Survey Maps. Hardy notes that there are timeframe restrictions which govern when CSM's can occur, which may not fit with their plans. In addition, for this parcel the limitation, which is imposed is regarding lot size by the County Ordinance, therefore it must comply or a variance to allow be granted. Storti expresses her concern over the pond attracting waterfowl. Benish inquires if we are looking for a resolution tonight. Deal indicates this is just informational. Hardy indicates Deal has authority to determine if an item is to be placed on the agenda or not for this commission. An Ordinance amendment would have come up out of this commission or the Board as a whole. Benish inquires if it would go before zoning. Hardy indicates that a Zoning Amendment would come from the commission, then a recommendation to the County Board. A request for variance could go directly to the Board of Adjustment via a zoning permit request; but the Board would defer to the Airport Commission for a recommendation prior to acting upon it. In the end, the decision on a variance would lie with the Board of Adjustment, based on the commissions input. Hardy indicates that the airport commission's role is just to make a recommendation to the board of adjustments. Benish asks for the size of the Aschilmann lots. Hardy indicates two lots of approximately 26 acres and of 7 acres. Benish asks Wedig why he wants to build a pond. Wedig indicates he believes a pond would be a nice addition to his development on otherwise unusable land.

Hardy notes that forecasts presented by the engineer's have been accepted for the ALP – Airport Layout Plan masterplan.

#### Airport Manager's Report

10

A. Buildings and ground report; Langbecker indicated grounds are generally maintain good

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|                                                          | <p>condition. Langbecker notes there was some cleanup associated with heavy rainfalls. Langbecker notes no major repairs of equipment. Langbecker notes routine maintenance on equipment is occurring.</p> <p>B. July Fuel report; Langbecker reports a good July despite Oshkosh being canceled, pg. 17. Langbecker notes we will experience a sales headwind in August as we replaced our tanks in 2019 and had to quickly sell our remaining product. September will be an opportunity to recapture some of those sales. Langbecker notes that Jet-A sales will surpass last years total sales by the end of August this year.</p> <p>C. Hangar Agreement update; Langbecker notes that T-3 was exited. Langbecker states he is working on the waiting list to fill the vacancy.</p> <p>D. Automated Weather Observation System (AWOS) insurance repair update; Langbecker notes we are almost complete on this project. Langbecker laments this project has taken over a year to complete. Langbecker states that all that is needed to complete the project is an adaptor which the electrician is anxiously awaiting so he can close out the project and get paid as well. Langbecker expects it to be complete within the next two weeks.</p> |
| 11                                                       | Airport Commission Chair Report – Deal states he is honored to be the chair. Deal states he is happy at the financial status of the airport. Deal thanks Benish for his time as chair.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 12                                                       | Adjournment – 6:27 by Storti second by Meek, motion carries unanimously. Commission to meet upon call of chair based on business at the time – To Be Determined - TBD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Minutes prepared by Adam Langbecker; Gone Flyin Aviation |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



**Ordinance No. 400.16A**

# **Iowa County Airport Overlay Zoning Ordinance**

**Iowa County, Wisconsin**

**Copies are available at the  
Office of Planning & Development**

**222 N. Iowa Street**

**Dodgeville, WI 53533**

**(608) 935-0398**

**[www.iowacounty.org](http://www.iowacounty.org)**

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**SECTION 1.0 PURPOSE.** It is the purpose of this ordinance to regulate the use of property and to regulate and restrict the height of structures in the vicinity of the Iowa County Airport in order to promote public health, safety, and general welfare, to protect airport users, to increase safety in the use of the airport and to protect persons and property within the airport affected area and zoning districts while concurrently respecting historic and traditional usage of said areas. As an overlay ordinance, it applies additional review, conditions and/or restrictions to its jurisdiction area while retaining the existing base zoning classification as administered by the political unit with jurisdiction, ie. County, City, Village or Township.

**SECTION 2.0 STATUTORY AUTHORIZATION.** This ordinance, designed to protect the approaches, airspace and hazard areas of the Iowa County Airport is adopted pursuant to Ch. 114 WI Stats and Sections 59.03, 59.04, and 59.69..

**SECTION 3.0 JURISDICTION.** The jurisdiction of this ordinance shall extend over all lands and waters within three (3) statute miles from the property lines of the Iowa County Airport as shown on the Iowa County Airport Zoning District Map (see Appendix A), including both unincorporated and incorporated areas.

**SECTION 4.0 SEVERABILITY.** If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

**SECTION 5.0 DEFINITIONS.** Word used in the present tense includes the future, words in the singular number include the plural number and words in the plural number include the singular. The word "shall" is mandatory, not permissive. All distances, unless otherwise specified, shall be measured horizontally.

1. "Administrator". The Iowa County Office of Planning and Development.
2. "Alteration". Any construction, which would result in a change in height or lateral dimensions of an existing structure or object.
3. "Airport Management". The Iowa County Airport Manager with oversight by the Iowa County Airport Commission.
4. "Airport." The Iowa County Airport located in Sections 22, 23, 26 and 27, Township 5 North, Range 2 East, Iowa County, Wisconsin or as otherwise described by recorded deed.
5. "Airport Affected Area." The area located within three (3) statute miles of the Iowa County Airport property boundaries..
6. "Airport Hazard." Any structure or object, whether man-made or natural, or use of land which obstructs the airspace required for the flight of aircraft in landing or taking off at the airport or is otherwise hazardous to such landing and taking off.
7. "Board of Adjustment." The zoning board of appeals created pursuant to Ch. 114.136(4) WI Stats with the powers provided by law to hear appeals and grant variances from the terms of this ordinance.
8. "Building." Any structure having a roof supported by columns or walls used or intended to be used for the shelter or enclosures of persons, animals, equipment, machinery or materials.
9. "Church." A building used wholly or in part for the practice of a religion by a congregation of fifty (50) or more persons.
10. "Commission." The Iowa County Airport Commission.
11. "Committee." The Iowa Planning and Zoning Committee.

12. "Construction." The erection or alteration of any structure or objects either of permanent or temporary character.
13. "Day Care Facility." A building used wholly or in part for the licensed care of children, whom at least six (6) are not related by blood or marriage to the care giver(s).
14. "Development." Any manmade change to improved or unimproved real estate, including but not limited to construction of or additions to buildings, other structures, or accessory uses, the placement of mobile homes, mining, dredging, filling, grading, paving, excavation or drilling operations, deposition of materials.
15. "Growth." Natural vegetation including trees, shrubs, and foliage with the exception of farm crops that are cut at least once each year.
16. "Lot." A land area with a boundary description designated in a subdivision plat, certified survey map, or described in a conveyance, recorded in the Iowa County Register of Deeds.
17. "Nonconforming Structure." A structure that legally existed at the time of adoption or revision of this ordinance but does not comply with the provisions of this ordinance.
18. "Nonconforming Use." A use of land that legally existed at the time of adoption or revision of this ordinance but does not comply with the provisions of this ordinance.
19. "Person." Any individual, firm, partnership, corporation, company, association, joint stock association or body politic and includes any spouse, partner, trustee, receiver, assignee, or other similar representative thereof.
20. "Preexisting permitted use." see Nonconforming Use.
21. "Retirement Home." A building used as a place of residence for the elderly in which there are at least three (3) separate living units that may or may not share common areas, such as dining and recreational facilities.
22. "Runway." A portion of the airport having a surface specifically developed and maintained for the taxiing, landing and taking off of aircraft.
23. "School." A building used as a public or private educational institution for children between the ages of four and eighteen, more commonly referred to as an elementary, secondary or high school. This definition exempts the home schooling, meaning the schooling of children within a private home versus a public or private institution.
24. "Structure." Any object or construction, excluding fills and fences, or any production or piece of work artificially built or composed of parts joined together in some definite manner having form, shape and utility built or placed by man.
25. "Subdivision." For the purpose of this ordinance, a subdivision shall be the division of a lot, parcel or tract by the owner thereof, or his agent, for the purpose of transfer of ownership or building development where the act of division creates three (3) or more parcels or building sites of five (5) acres each or less in area or where the act of division creates three (3) or more parcels or building sites of five (5) acres each or less in area by successive division within a five-year period.
26. "Telecommunication Tower." For the purpose of this ordinance, the definition within the Telecommunications Tower, Antenna and Facilities Siting Ordinance of Iowa County shall apply. Amateur radio towers are not included, provided any tower is no taller than 90 feet and is located at least 100% of its height to any property line.
27. "Tree." Any objects of natural growth, except farm crops which are cut once a year, and except shrubs and foliage which do not grow to a height of more than twenty (20) feet.
28. "Variance." A departure from the terms of this ordinance as applied to a specific building, structure or parcel of land, granted by the Board of Adjustment upon the applicant



proving unnecessary hardship that permits the construction, alteration, remodeling or use of land that deviates from the requirements of this ordinance.

## **SECTION 6.0 GENERAL PROVISIONS.**

1. Jurisdiction. The provisions of this ordinance shall apply to all those lands and waters within three (3) miles of the Iowa County Airport as indicated on the Iowa County Airport Zoning District Map (see Appendix A). Notwithstanding any other provision of this ordinance, no use may be made of land or water within any district established herein that would endanger the safe landing, taking off and maneuvering of aircraft within the vicinity of the Iowa County Airport, or would be injurious to the health, safety and welfare of persons using the airport facilities, including:
  - a) Creating electrical or electronic interference to navigational signals, and radio or radar communication between the airport and aircraft or air traffic control systems;
  - b) Installing or using slashing or flashing lights, illuminated advertising, illuminated business signs or any illumination that would create a hazard to pilots because of the difficulty distinguishing between airport lights and the non-airport illumination, or that results in glare in pilot's eyes to an extent that it impairs visibility;
  - c) Emitting or discharging smoke so as to interfere with the safe avigation of aircraft using the airport.
2. Persons constructing, purchasing or leasing any land or structures within three miles of the Iowa County Airport are advised that such land and structures, including dwellings, are within in the vicinity of the airport. The airport, by its customary and normal operations, may cause noise or interfere with the unrestricted use and quiet enjoyment of property.
3. Use Restrictions. Notwithstanding any other provisions of this ordinance, no use may be made of land or water within any district established by this ordinance in such a manner as to create electrical or electronic interference with navigational signals or radio or radar communication between the airport and aircraft. No illuminated structures are allowed that would be hazardous for pilot navigation. No structure or use of land that causes the emission of smoke that may be a pilot navigation hazard or otherwise be detrimental or injurious to the health, safety and welfare of the public in use of the airport is allowed unless specifically approved by airport management. All uses must comply with any underlying zoning regulations.
4. Height Limitations. No structure, tree or growth shall be erected, altered, allowed to grow or be maintained within any zoning district established by this ordinance to a height that exceeds the limitations established on the Height Limitation Zoning Map dated Sept. 19, 2007 as prepared by the Wisconsin Bureau of Aeronautics as shown in Appendix B.  
A clearer, more legible map can be obtained from the Iowa County Office of Planning and Development.

The height limitation restrictions shall not apply to objects which are less than thirty-five (35) feet in height above the ground level at the object site within one-half mile of the airport boundary, or to structures less than fifty (50) feet in height above ground within the area beginning one-half-mile from the airport boundary and extending to three miles from the airport boundary.

5. Conflict with Other Regulations. Whenever the provisions of this ordinance are inconsistent with on another or when the provisions of this ordinance conflict with provisions found in other adopted ordinances or regulations, the more restrictive provision shall govern unless the terms of the provisions specify otherwise.

**SECTION 7.0 Airport Zones.** The jurisdiction of this ordinance, as defined by Section 3.0, is divided into zones as shown on the map entitled "Iowa County Airport Zoning District Map" adopted as part of this ordinance. When a district line divides a lot of record existing prior to the effective date of this ordinance in such a manner that a use is not permitted in the most restrictive district of such lot, but is permitted on that portion of such lot in the lesser restrictive district, then a permitted use may be developed only on that portion of the lot where it is permitted. The zones described below are illustrated on the Iowa County Airport Zoning District Map (see Appendix A) as follows:

- Zone 1 Red outlined area
- Zone 2 Yellow outlined area
- Zone 3 Light Blue outlined area
- Zone 4 Green outlined area
- Zone 5 Dark Blue outlined area

A clearer, more legible map can be obtained from the Iowa County Office of Planning and Development.

1) Zone 1. This is primarily surface area (ground) that is vital for airport operations. Runways, taxiways and ground immediately adjacent are included in this zone. No buildings shall be allowed in this area for safety reasons. Most, if not all, of this zone is land owned by the airport.

a) Permitted Uses.

1. Aircraft hangers, air terminals, and airport administration and maintenance buildings
2. Runways, taxiways, aprons, and related lighting and air support apparatus
3. Airport security, rescue, and firefighting buildings and facilities
4. Aircraft repair and maintenance buildings and facilities
5. Fuel storage facilities and pumps
6. Commercial uses directly related to airport operations
7. Public gatherings in conjunction with an airport related activity sponsored or approved by the airport management
8. Air cargo facilities
9. Agricultural uses as approved by airport management
10. Municipal emergency response facilities



b) Prohibited Uses.

1. Any buildings or structures other than that necessary for airport operations.
2. Any use that may cause a navigational hazard, such as smoke, dust, lighting, etc.
3. Any new development where there would be a density of one hundred (100) or more persons per acre, either as employees, patrons, visitors, owners or occupants.
4. Places of public or semi-public assembly with a capacity of 100 or more persons.

2) Zone 2. This is an area adjacent to Zone 1 and is a transitional zone because aircraft are transitioning into a flight or landing pattern over this land area. This zone includes an extended approach sub-zone, which is an extension from the approaches at the runways.

Those uses permitted by the underlying general zoning jurisdiction are allowed except for those uses specifically prohibited in this section. Zone 2 is divided into two sub-zones: Sub-zone A and Sub-zone B.

a) The following uses shall be prohibited in the Sub-zone A:

1. Residential development on lots less than twenty (20) acres
2. Residential, commercial or mixed-use subdivisions
3. Commercial development on lots less than twenty (20) acres
4. Any new development where there would be a density of one hundred (100) or more persons per acre, either as employees, patrons, visitors, owners or occupants.
5. Wildlife ponds, not including storm water or erosion-control structures if designed for less than a 48-hour detention period
6. Hunting preserves, hunting clubs and trapshooting or similar facilities; wildlife sanctuaries, game preserves and including aviaries that would cause a navigation hazard.
7. Any use that may cause a navigational hazard, such as smoke, dust, lighting, etc.
8. Hospitals and clinics
9. Churches or similar places of worship
10. Schools
11. Landfills
12. Retirement homes
13. Day care facilities
14. Telecommunication towers
15. Theatres
16. Amphitheatres
17. Stadiums
18. Hatcheries
19. Flying of model aircraft or drones at more than 20 feet above ground grade by a noncommercial operator
20. Launching of model rockets or airborne fireworks
21. Any other construction that would encourage the concentration of bird (avian) populations that would cause a navigational hazard.
22. Campgrounds

b) The following uses shall be prohibited in the Sub-zone B:

1. Residential development on lots less than ten (10) acres

2. Residential, commercial or mixed-use subdivisions
  3. Commercial development on lots less than ten (10) acres
  4. Any new development where there would be a density of one hundred (100) or more persons per acre, either as employees, patrons, visitors, owners or occupants.
  5. Wildlife ponds, not including storm water or erosion-control structures if designed for less than a 48-hour detention period
  6. Hunting preserves, hunting clubs and trapshooting or similar facilities; wildlife sanctuaries, game preserves and including aviaries that would cause a navigation hazard.
  7. Any use that may cause a navigational hazard, such as smoke, dust, lighting, etc.
  8. Hospitals and clinics
  9. Churches or similar places of worship
  10. Schools
  11. Landfills
  12. Retirement homes
  13. Day care facilities
  14. Telecommunication towers
  15. Theatres
  16. Amphitheatres
  17. Stadiums
  18. Hatcheries
  19. Flying of model aircraft or drones at more than 20 feet above ground grade, except when done by a commercial licensed operator
  20. Launching of model rockets or airborne fireworks more than 20 feet above ground grade
  21. Any other construction that would encourage the concentration of bird (avian) populations that would cause a navigational hazard.
  22. Campgrounds.
- 3.) Zone 3. This is an area extending approximately one mile outward from the airport runways as shown on the Iowa County Airport Zoning District Map (see Appendix A). This zone does not reduce any part of Zone 2. This is an area where there will be primarily moderate to high noise from aircraft as they are near approach and take-off patterns.
- a) The following uses shall be prohibited in this zone:
1. Residential, commercial or mixed-use subdivisions.
  2. Hospitals and clinics.
  3. Schools.
  4. Churches or similar places of worship.
  5. Hunting preserves, hunt clubs and trapshooting or similar facilities that would cause a navigation hazard.
  6. Day care facilities.
  7. Retirement homes.
  8. Any use that may cause a navigational hazard, such as smoke, dust, lighting, etc.
  9. Landfills.
  10. Telecommunication towers.
  11. Stadiums.
  12. Campgrounds.
  13. Wildlife ponds, not including storm water or erosion-control structures if designed for less than a 48-hour detention period



- 4.) Zone 4. This is an area adjacent to Zone 3 extending out to roughly two miles from the airport runways as shown on the Iowa County Airport Zoning District Map (see Appendix A). This is an area where there will be primarily moderate noise from aircraft, but not subject to significant safety issues as aircraft are in an established flight pattern over these areas.
- a) The following uses shall be prohibited:
1. Hospitals and clinics
  2. Schools
  3. Churches or similar places of worship
  4. Hunting preserves, hunt clubs and trapshooting or similar facilities that would cause a navigation hazard
  5. Day care facilities.
  6. Retirement homes
  7. Any use that may cause a navigational hazard, such as smoke, dust, lighting, etc.
  8. Landfills
  9. Stadiums.
  10. Campgrounds
  11. Wildlife ponds, not including storm water or erosion-control structures if designed for less than a 48-hour detention period
- 5.) Zone 5. This is the area from Zone 4 outward to the 3-mile radius (Airport Affected Area) as shown on the Iowa County Airport Zoning District Map (see Appendix A). This area will be subject to low noises and safety concerns. Therefore, development will primarily have to follow height limits.
- a) The following uses shall be prohibited:
1. Any structure that exceeds the height limitations established in Section 6.0(5) of this ordinance
  2. Any use that may cause a navigational hazard, such as smoke, dust, lighting, etc.
  3. Wildlife ponds, not including storm water or erosion-control structures if designed for less than a 48-hour detention period
- 6.) Zone 6 – Height Limitation Overlay District, This district is established to protect the approaches to the airport from incompatible land uses by establishing height limitations as shown on the Height Limitation Zoning Map dated September 19, 2007 as prepared by the Wisconsin Bureau of Aeronautics shown in Appendix B. This district overlays all other districts and only impacts the use of land by establishing maximum height of structures and growth.

**SECTION 8.0 ADMINISTRATION.** It shall be the duty of the Iowa County Office of Planning & Development to administer and enforce this ordinance.

- 1) Permits. No structure or development shall hereafter be constructed, erected, enlarged or installed in any district created by this ordinance until the owner or their agent shall have secured a permit from the Administrator. Forms for application of permits shall be

supplied by the Administrator and a record of all permits issued shall be kept on file within the Office of Planning & Development.

Within the incorporated limits of the Village of Linden and the City of Mineral Point, application for a permit under this ordinance shall only be required if the proposed structure is to be 50 feet high or higher. Any structure less than 50 feet in height, regardless of the square footage of the structure, are exempt from the need of a permit under this ordinance. However, the use of said structure is still subject to the provisions of this ordinance.

- 2) Permit Procedure. Upon receipt of a completed application, the Administrator shall determine if the proposed project is consistent with the provisions of this ordinance and, if it is, shall issue the permit. If it is not, the Administrator shall deny the permit in writing stating the reason or reasons of denial. The Administrator may request input from any underlying jurisdiction that may have approval authority over the project.
- 3) After-the-Fact Permits. In the event that construction or development has begun prior to the issuance of a permit required under this ordinance, the owner or their agent shall seek an after-the-fact permit. The Administrator is authorized to issue a Cease Work Order until a permit is issued. An after-the-fact permit shall only be issued if the proposed development complies with all provisions of this Ordinance.
- 4) Fees. The Iowa County Board of Supervisors shall establish permit fees and after-the-fact permit fees by resolution.

#### **SECTION 9.0 NONCONFORMING USES.**

- 1) The lawful use of land, buildings and structures existing at the time of the adoption or amendment of this Ordinance may be continued, although such use, building or structure does not conform to the provisions of this Ordinance. The expansion or enlargement of a nonconforming use, building or structure shall be in conformity with this Ordinance.
- 2) The destruction of Existing Uses. The owner of any preexisting permitted use, building, structure, tree or plant which, as a result of fire, explosion or other casualty is destroyed, shall be allowed to rebuild, reconstruct or rehabilitate the same preexisting permitted use of the same parcel, provided the following requirements are met:
  - a) All required permits are obtained prior to rebuilding, reconstruction or rehabilitation.
  - b) The preexisting permitted use complies with the height limitation imposed by this ordinance.
  - c) The rebuilt or reconstructed structure or building does not exceed the three-dimensional footprint original preexisting structure or building.
  - d) The rehabilitated use does not exceed the scale, scope and extent of the original preexisting use.
- 3) Expansion of Preexisting Permitted Uses. Any preexisting legal uses, as described in this ordinance, may be expanded, altered or otherwise enlarged as long as the following requirements are met:
  - a) All required permits are obtained prior to commencement of work.
  - b) The expansion, alteration or enlarging meets the requirements of height limitation.



- c) The expansion, alteration or enlargement in no way increases or creates any hazard within the airspace required for the flight of aircraft in landing or takeoff or creates or increases any potential hazard to persons assembled within the preexisting permitted use.
- 4) The governing body of the owner of the airport may remove such nonconforming use or acquire the necessary air right over the same by purchase or exercise of the right of eminent domain in the manner provided by Ch. 32 Wis. Stats.

#### **SECTION 10.0 AMENDMENTS AND APPEALS.**

The Board of Supervisors may consider amendments to this ordinance only after at least one public hearing has been held by the Committee after review and recommendation has been made by the Commission. Requests for amendment can be made by anyone affected by the provisions of this ordinance, the Commission, the Committee, the Board of any affected municipality or Town or any County Board Supervisor.

Appeals to the provisions of or decisions made under this ordinance can be made to the Commission. Such requests shall be made in writing to the Administrator who, within ten (10) days, shall forward said request to the Commission with or without commentary. Appeals can only be considered for the following reasons:

1. When the provisions of this ordinance create a hardship. Hardship shall not include self-created conditions and must be caused by the implementation of this ordinance or amendment thereto.
2. When the provisions of this ordinance are unclear as to meaning or intent.
3. When a circumstance arises that is not clearly addressed by the provisions of this ordinance.

An appeal to the decision of the Commission shall be made to the Iowa County Board of Adjustment on forms provided by the Administrator. Appeals to the Board of Adjustment may be taken by any person aggrieved or by an officer, department, board or bureau of Iowa County affected by the Commission decision. Such appeal shall be taken within a reasonable time, as provided by the rules of the Board of Adjustment, by filing with the Administrator and the Board of Adjustment a notice of appeal specifying the ground thereof. The Administrator shall forthwith transmit to the Board of Adjustment all the papers constituting the record upon which the action appealed from was taken.

An appeal shall stay all proceedings in furtherance of the action appealed from, unless the Administrator shall certify to the Board of Adjustment after notice of appeal shall have been filed that by reason of facts stated in the certification a stay would cause imminent peril to life or property. In such case, the proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the Board of Adjustment or by a court of record on application on notice to the Administrator and on due cause shown.

The Board of Adjustment shall fix a reasonable time for the hearings of the appeal, file public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearings, any party may appear in person or by agent or by attorney.

**SECTION 11.0 PENALTIES.**

Violations may be pursued by either the issuance of a citation, referral to the Iowa County Corporation Counsel as a formal complaint or both as authorized by Ordinance No. 2-695-1995.

In the case of a formal complaint, any person, firm, or corporation who fails to comply with the provisions of this Ordinance shall, upon conviction thereof, forfeit no less than Ten Dollars (\$10.00) nor more than Two Hundred Dollars (\$200.00) and costs of prosecution for each violation. Each day a violation exists or continues shall constitute a separate offense.

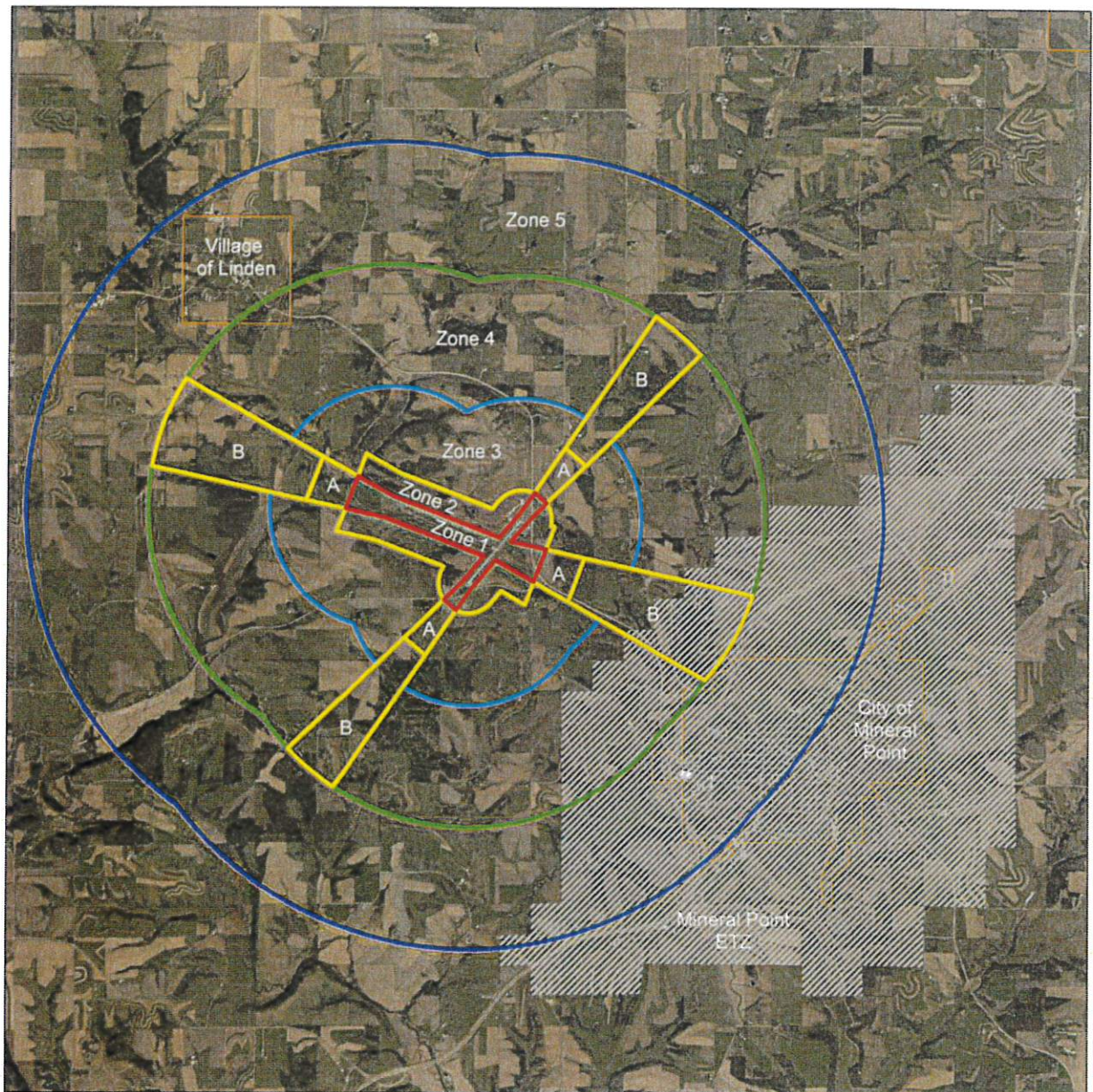
In the case where a citation is issued, the payment of the forfeiture shall not constitute compliance nor shall said payment bar the issuance of further citations, provided the violation remains.

**SECTION 12.0 EFFECTIVE DATE.**

This Ordinance and the regulations contained herein shall become effective and declared in force after concurrence and publication by the Iowa County Board of Supervisors.



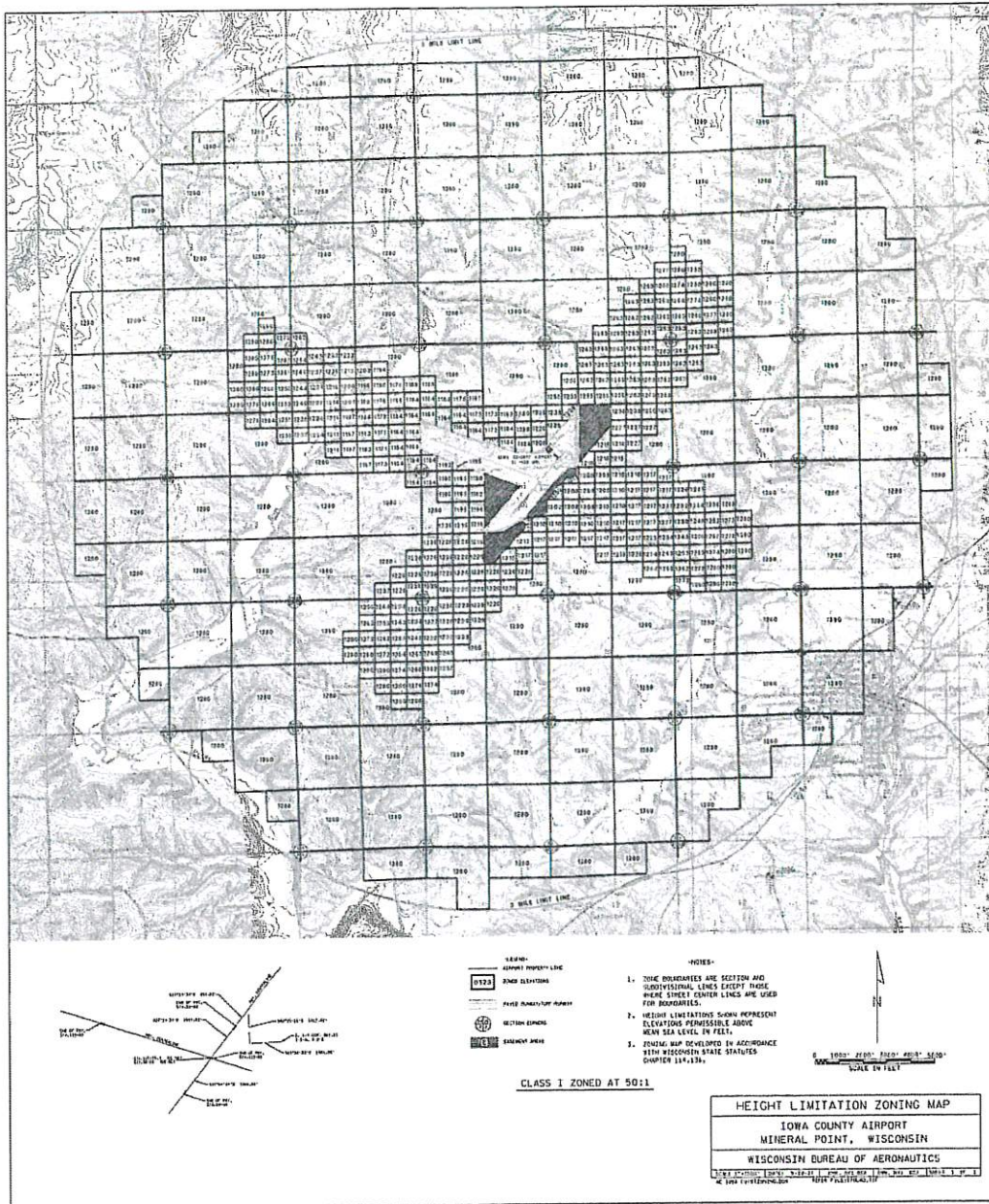
## Appendix A: Iowa County Airport Zoning District Map



Located in parts of T4N-R2E, T4N-R3E, T5N-R2E, T5N-R3E  
Created by the Iowa County Office of Planning & Development, 2016



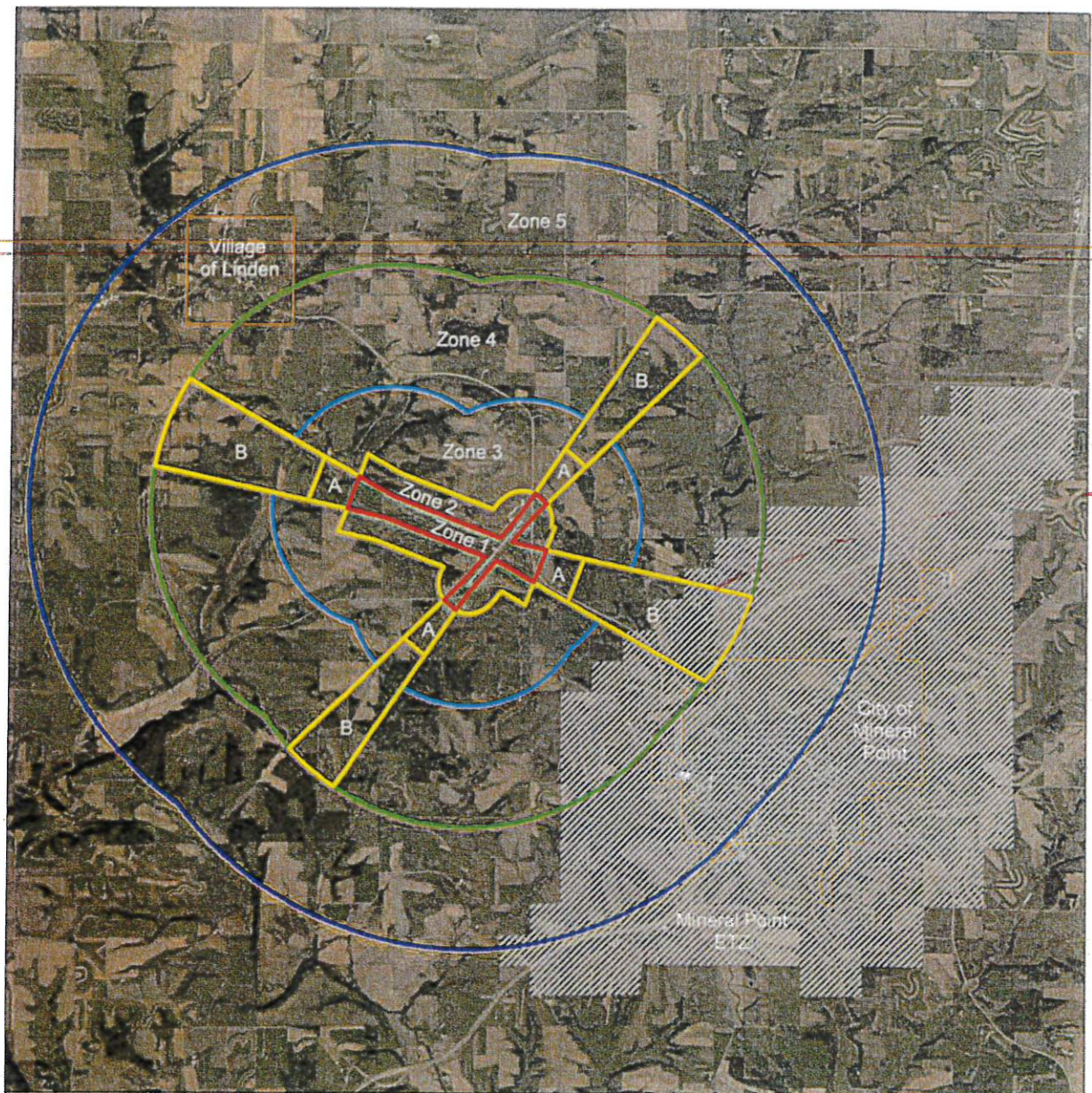
# Appendix B



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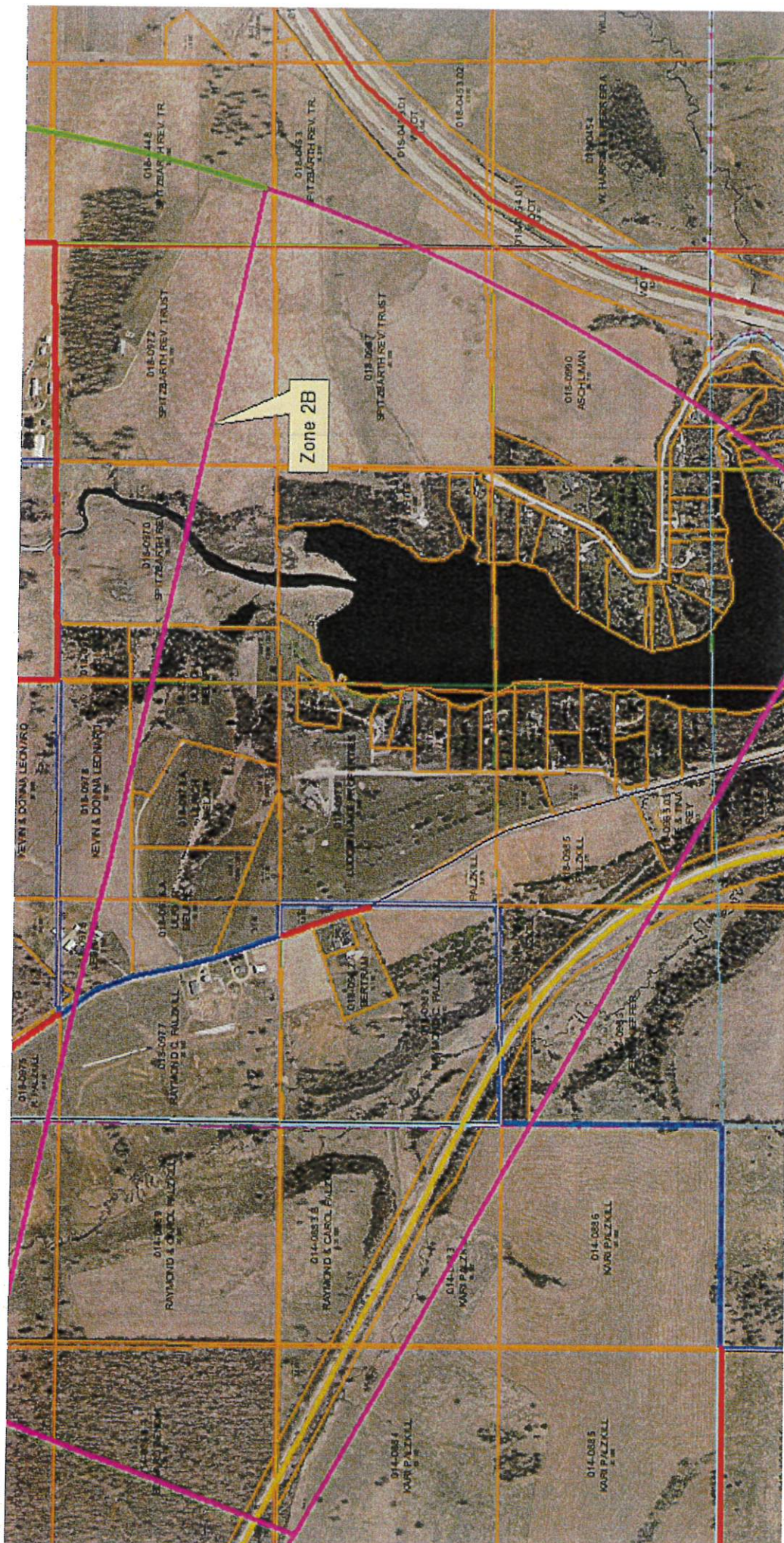
## Appendix A: Iowa County Airport Zoning District Map



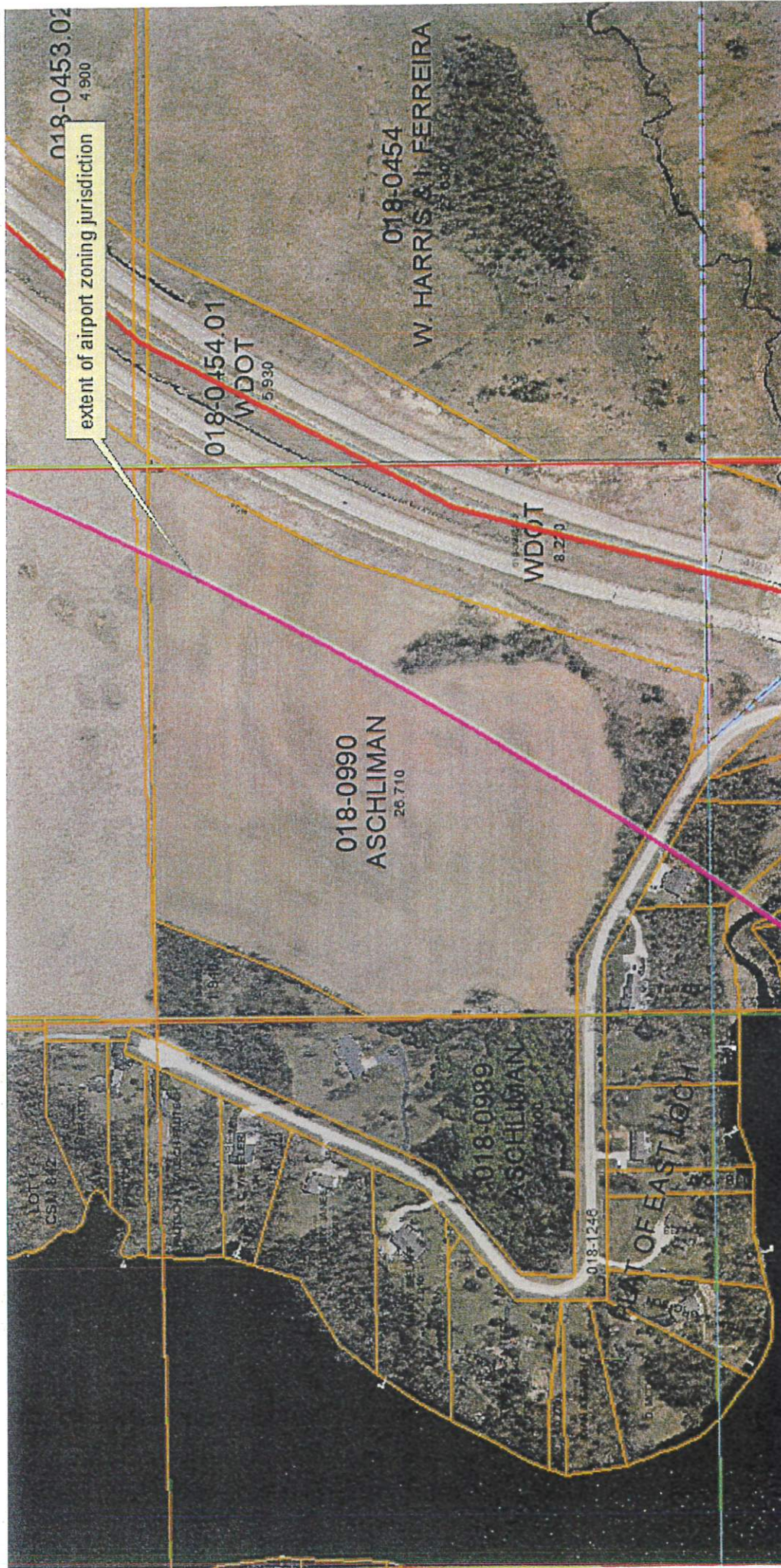
Located in parts of T4N-R2E, T4N-R3E, T5N-R2E, T5N-R3E  
Created by the Iowa County Office of Planning & Development, 2016

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## **IOWA COUNTY AIRPORT MANAGEMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into this 26 day of Nov, 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 twenty-nine months, 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**

1. Manager shall be compensated for the services provided to the County for a total 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 15<sup>th</sup> 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 15<sup>th</sup> of every month at a rate of Six Thousand Four Hundred and Fifty-Eight and 33/100's (\$6,458.33) 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 15<sup>th</sup> 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. The County has a third party side agreement for janitorial maintenance duties of the Pilot's Lounge, Office, and Bathrooms on a weekly basis. This side agreement does not preclude the airport manager from performing some routine maintenance activities related to the Bathrooms and Pilot's Lounge areas as a result of high traffic usage such as: a necessity for re-stocking of materials or supplies, to monitor and verify functionality and usability of those areas, or other general maintenance or operational activity.
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:

20. 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.
21. 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.
22. Undertake any action necessary to protect the aerial approaches of the airport from obstruction.
23. Conduct billing and collection of all rents due from hangar or property leases on the Airport premises.
24. Communicate and coordinate with Manager as necessary for Manager to fulfill its responsibilities under this Agreement.
25. A third party vendor agreement will be enacted to cover the primary day-to-day janitorial and maintenance duties related to the Airport Pilot's Lounge, Office, and Restrooms by the County. This service contract will cover three days per week including Monday, Wednesday, and Friday.

### 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

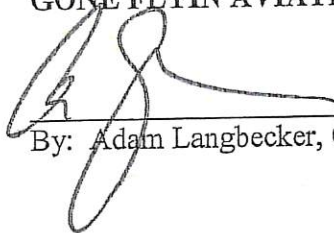
the Circuit Court of Iowa County, State of Wisconsin.

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



## **IOWA COUNTY AIRPORT CONTRACT EXTENSION**

**THIS AGREEMENT EXTENSION** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, 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**, the County and Manager have an existing agreement dated November 26, 2018 and wishes to extend the initial terms and conditions of the contract agreement per the agreement for a period of two (2) consecutive years:

May 1, 2021 – April 30, 2022

May 1, 2022 – April 30, 2023

for the safe and effective management, marketing, and development of the Airport; and

**WHEREAS**, Manager wishes to manage, market, and develop the Airport and hereby acknowledges extension of all terms and conditions of said initial agreement and the renewal terms and conditions stated herein;

**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 terms of the Agreement for a period of twenty-nine months, being December 1, 2018, through April 30, 2021, is hereby recognized to remain in full force and shall be extended in accordance with this mutual agreement for extension for a period of twenty-four (24) months, being May 1, 2021 through April 30, 2023.
2. This Contract Extension Agreement shall cover two additional consecutive one-year periods;  
Year 4: May 1, 2021 thru April 30, 2022.  
Year 5: May 1, 2022 thru April 30, 2023.
3. The terms of the original agreement, Responsibilities of Airport Manager item #3 Development of a Marketing Plan, are hereby modified and memorialized as stated:  
The Airport Manager shall provide a formalized marketing plan to further develop and improve the airport for tenants, service providers, the community, and users. The marketing plan shall address individuals and businesses that may be interested in landing airplanes at the airport, building or renting hangars or buildings, or initiating base of operations on the grounds.

4. The terms of the original agreement, Responsibilities of Airport Manager item #13 Public Education and Awareness of the Airport Benefits, are hereby modified and memorialized as stated:

The Airport Manager shall host one annual open house event on the Airport grounds for each of calendar years 2021 and 2022. The event shall incorporate all safety protocols in place by the state or county health department and welcome the community, educate the community of the benefits of the airport, and introduce the community to flight and aviation.

5. The terms of Hours of Operation in the original agreement, Responsibilities of Airport Manager item #19 are hereby modified and memorialized as stated:

- a. For Summer hours: The Manager shall provide a minimum of fifty (50) hours per week during Central Daylight Savings Time on the grounds to be available for questions or concerns of the tenants and visitors.
- b. For Winter hours: The Manager shall provide a minimum of thirty (30) hours per week during Central Standard Time on the grounds to be available for questions or concerns of the tenants and visitors.
- c. Special Hours during the Experimental Aircraft Association (EAA Airventure) annual event at Oshkosh, Wisconsin: the Manager shall provide on-site service of the premises from dawn to dusk. In addition, the Manager shall be available via a thirty (30) minute response time for other service requests after hours. The EAA event timeframe shall be defined as commencing the Friday before through the Monday immediately following the EAA event.

### COMPENSATION

1. The Manager shall be compensated for the services provided to the County on the basis of an annual lump sum amount. This annual sum shall be paid in twelve (12) monthly installments, with each payment to be made by the 15<sup>th</sup> of the month following the month for which services were invoiced and provided. The Manager shall provide monthly invoices for services to the County prior to the 5<sup>th</sup> of the month following the month for which the services were provided.

Commencing on May 1, 2021; this agreement will extend to an annual arrangement for the following periods:

Year 4: May 1, 2021 thru April 30, 2022 at an annual rate of Eighty Thousand (\$80,000.00) Dollars paid in monthly installments on the 15<sup>th</sup> of every month at a rate of Six Thousand Six Hundred and Sixty-Six and 66/100's (\$6,666.66) Dollars.

Year 5: May 1, 2022 thru April 30, 2023 at an annual rate of Eighty Two Thousand Five Hundred (\$82,500.00) Dollars paid in monthly installments on the 15<sup>th</sup> of each month at a rate of Six Thousand Eight Hundred and Seventy-Five and 00/100's (\$6,875.00) Dollars.



**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

Blank





Planning Design and Construction  
600 Highland Ave.  
Madison, WI 53792-1545

November 17, 2020

Adam Langbecker  
Iowa County Airport Manager  
3151 State Road  
Mineral Point, WI 53566

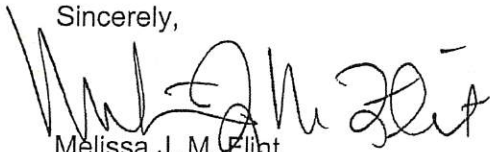
RE: Lease – Airport Land Lease for Private Onsite Wastewater Treatment System, Iowa County, Wisconsin

Dear Adam,

Please accept this letter as University of Wisconsin Hospitals and Clinics Authority's notification to exercise the Option to Extend our Lease, per Section 2.2. The Lease will be extended for one (1) additional five (5) year term beginning 4/1/2021 and ending 3/31/2026.

We look forward to our continued relationship with you and should you have any questions, please feel free to contact me at 608-826-9160 or email [mflint@uwhealth.org](mailto:mflint@uwhealth.org).

Sincerely,



Melissa J. M. Flint  
Real Estate Manager

Cc: Claire Finando, Legal Counsel  
Barb Geissbuhler, Real Estate Specialist  
Iowa County Corporation Counsel  
Greg Klusendorf, Iowa County Clerk





**LAND LEASE AGREEMENT FOR  
ON SITE WASTE WATER TREATMENT**

Document Number

Document Title

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

Recording Area

Name and Return Address

Iowa County Highway Department  
c/o Craig Hardy  
1215 N Bequette St  
Dodgeville, Wi. 53533

Parcel Identification Number (PIN)

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

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

WRDA Rev. 12/22/2010

## AIRPORT LAND LEASE FOR PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM

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

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

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

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

### SECTION 1: PREMISES

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

### SECTION 2: TERM

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

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

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

### SECTION 3: RENT

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

### SECTION 4: CONSTRUCTION

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

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

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

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

## **SECTION 5: REPAIR, REPLACEMENT, ADDITIONS, AND ALTERATIONS**

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

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

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



## SECTION 6: ENVIRONMENTAL COVENANTS

**6.1 Definitions.** In this Lease, "Environmental Laws" means any federal, state and local laws including statutes, regulations, rulings, orders, administrative interpretations, guidance documents or memoranda and other governmental restrictions and requirements relating to the creation or discharge of medical waste, solid waste or process wastewater or otherwise relating to the environment or Hazardous Substances (as defined herein), and "Hazardous Substances" means any medical waste, hazardous waste, substance or material; air or water pollutant (including, without limitation, mold, bacteria, fungi, viruses and spores); asbestos or asbestos containing material pollutant; solid, liquid, gaseous, or thermal irritant or contaminant (such as smoke, vapor, soot, fumes, acids, alkalis, chemicals, oils, solvents or waste, including materials to be recycled in the future, reconditioned or reclaimed); polychlorinated biphenyl (in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils or any other device or form); or urea formaldehyde foamed in place insulation; all as may be defined or included under Environmental Laws.

**6.2 Lessee's Environmental Covenants.** Lessee covenants and agrees, during the entire term of this Lease:

- (a) To timely comply with all applicable Environmental Laws applicable to Lessee's use and occupancy of the Premises;
- (b) To provide Lessor, immediately upon Lessee's receipt, with copies of any document from any source asserting or alleging a violation upon the Premises by Lessee of any Environmental Laws, or asserting or alleging a circumstance or condition upon the Premises which may require a financial contribution by Lessee or a cleanup, remedial action or other response, including investigation, by or on the part of Lessee under any Environmental Laws;
- (c) To permit Lessor, in the event Lessor has reasonable cause to believe that there exists a condition or circumstance created by Lessee, its employees, or invitees during the term of this Lease warranting an environmental inspection or audit, to retain an architect, environmental consultant or professional engineer selected by Lessor to perform an environmental inspection and/or audit of the Premises to evaluate Lessee's compliance with Environmental Laws, and to test for Hazardous Substances on the Premises, and for risks associated with exposure to Hazardous Substances. Lessee shall permit Lessor and its employees and agents access to the Premises for the performance of the environmental inspection and/or audit, subject to Section 11.1(a); and
- (d) At Lessee's sole expense, to remove or contain any Hazardous Substances on the Premises that were brought onto the Premises by Lessee, its employees, or invitees during the term of this Lease, or to perform other investigation or remediation or corrective action as required by any environmental laws or regulatory authority involving any Hazardous Substances on the Premises that were brought onto the Premises by Lessee.

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

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

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

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

CFP



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

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

## SECTION 8: WAIVERS, INDEMNITY, AND INSURANCE

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

## SECTION 9: ASSIGNMENT, SUBLETTING, AND TRANSFERS

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

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

## SECTION 10: DEFAULT

- 10.1 **Lessee's Default.** The occurrence of any one or more of the following events shall constitute "Lessee's Default" under this Lease:

- (a) Lessee's failure to pay Rent within 30 days after the due date or more than ten (10) business days after Lessor gives notice to Lessee of such failure;
- (b) Lessee's failure to meet any other obligations under this Lease which continues for more than thirty (30) calendar days after Lessor gives notice to Lessee of such failure, except where the failure cannot be remedied within thirty (30) calendar days of Lessor's notice, and Lessee commences to remedy such default within that period and thereafter diligently pursues correction thereof, in which event the time to remedy such failure shall be extended to the time reasonably required;
- (c) The filing by Lessee of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization; or
- (d) The commencement of a proceeding for dissolution of Lessee or the filing by Lessee of a petition for appointment of a receiver.

- 10.2 **Lessor's Remedies.** In the event of Lessee's Default, and without further notice to Lessee, Lessor may do any or all of the following:

- (a) Terminate this Lease, and the obligations of Lessor hereunder shall immediately cease as of the date of such termination. Lessor shall have the right to immediately recover from Lessee all Rent due through the date of such termination, plus any actual damages incurred by Lessor due to Lessee's Default, and any other remedies at law or in equity which may be provided by a court of competent jurisdiction.



(b) All sums payable by Lessee to Lessor under this Lease, if not paid when due, shall accrue interest at the rate of four percent (4.0%) per annum from their due date until paid. All rights and remedies of Lessor enumerated in this Section 17 or elsewhere in this Lease shall be cumulative, and none shall exclude any other remedies allowed in this Lease, at law or in equity. No failure of Lessor to enforce rights or remedies upon Lessee's Default shall prejudice or affect the rights of Lessor upon any subsequent or similar Lessee's Default.

(c) At Lessor's option, and without further process, Lessor may require Lessee to abandon or remove the POWTS as set forth in Section 7.1 of this Lease.

**10.3 Lessor's Default.** Lessor's failure to meet any of its obligations under this Lease, which continues for more than thirty (30) calendar days after Lessee gives notice to Lessor of such failure, shall constitute "Lessor's Default" under this Lease, except where the failure cannot be remedied within thirty (30) calendar days of Lessee's notice, and Lessor commences to remedy such default within that period and thereafter diligently pursues correction thereof, in which event the time to remedy such failure shall be extended to the time reasonably required.

**10.4 Lessee's Remedies.** In the event of Lessor's Default, Lessee shall have the right to recover from Lessor actual damages incurred by Lessee due to Lessor's Default, and any other remedies at law or in equity which may be provided by a court of competent jurisdiction.

## SECTION 11: NOTICES

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

To Lessor: Iowa County Airport Manager  
3151 State Road  
Mineral Point, WI 53566

With Copies: Iowa County Corporation Counsel  
222 North Iowa Street  
Dodgeville, WI 53533

To Lessee: University of Wisconsin Hospitals and Clinics Authority  
Attn: Mike Grady  
600 Highland Avenue  
Madison, WI 53792-8360

With Copies: University of Wisconsin Hospitals and Clinics Authority  
Attn: Legal Services  
600 Highland Avenue  
Madison, WI 53792-8360

## SECTION 12: MISCELLANEOUS

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



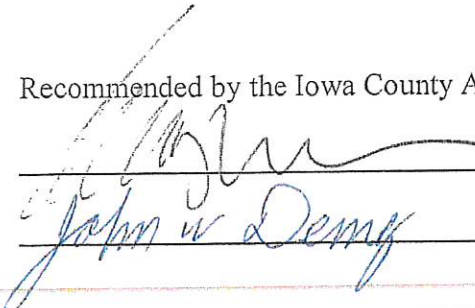
expiration or termination of this Lease without Lessor's approval, no tenancy or interest in the Premises shall result therefrom, but such holding over shall be an unlawful detainer and Lessee shall be subject to immediate eviction and removal, and Lessee shall, upon demand, pay to Lessor, at Lessor's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

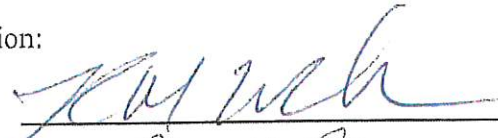
- 12.8 **Severability.** In the event that any provision of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included herein, and the balance of this Lease shall continue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

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

**12.16 Superseding Agreement.** This Lease supersedes and replaces any and all previous agreements between the parties.

Recommended by the Iowa County Airport Commission:

  
 \_\_\_\_\_  
 John W. Deming  
 \_\_\_\_\_  
 \_\_\_\_\_

  
 \_\_\_\_\_  
 [illegible]  
 \_\_\_\_\_  
 \_\_\_\_\_

IN WITNESS WHEREOF, the above parties have hereunto set their hands and seals this 27<sup>th</sup>  
 day of March, 2017. In the City of Dodgeville,  
Iowa County, Wisconsin.

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Witness



LESSOR:

By: Craig Klusendorf  
 Greg Klusendorf, Iowa County Clerk

Subscribed and sworn to before me  
 this 2<sup>nd</sup> day of June, 2017.

Matthew C. Allen  
 Notary Public

My Commission Expires: is perempt



LESSEE:

By: Effie L. Douglas  
 TITLE: INTERIM VP FACILITIES

Subscribed and sworn to before me  
 this 25 day of April, 2017.

Mary K. Heise  
 Notary Public

My Commission Expires: 9-8-2019



# PLOT PLAN

PLUMBER'S SIGNATURE: \_\_\_\_\_ MP/MPRSWH: \_\_\_\_\_ DATE: \_\_\_\_\_

CLIENT: IOWA COUNTY AIRPORT. KEVIN KING, MGR.

PAGE 1 OF 7

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

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

ALL TREATMENT TANKS ARE:  
≥ 5' FROM BLDG.  
≥ 2' FROM LOT LINE  
≥ 25' FROM WELL

VENT FOR LIFT STATION IS  
≥ 10' FROM ANY DOOR, WINDOW OR FRESH AIR INTAKE

SHALLOW DRAINAGEWAY

PROPOSED 32' x 78.25' MOUND DRAINFIELD (CELL ELEV. = 84.43')

THE AREA OF THE DRAINFIELD AND 15' DOWNSLOPE SHALL BE UNDISTURBED. NO VEHICULAR TRAFFIC ALLOWED. NO EXCAVATION OR COMPACTION OF SOIL.

MINIMUM OF 1.5 FEET OF BACKFILL SOIL AS COVER OVER PIPING. NO DIPS IN PIPE

310' OF 3" PVC, SCHED 40 FORCE MAIN THERE IS ONLY 6' OF FORCE MAIN BACK FLOW WITHIN THE PUMP TANK FORCE MAIN DRAINS TO MOUND CELL FROM TANK EXIT

PARCEL 014-0880.B 19.68 ACRES  
PARCEL 014-0880.C 14.74 ACRES

BM = TOP OF DRIP CAP @ BOTTOM OF SIDING @ CORNER ELEV. = 100.0'

HANGAR

COMB. TANK BY DALMARAY  
1250 GAL. SEPTIC TANK\*  
750 GAL. LIFT STATION

AIRPLANE DRIVE AND PARKING

SHED

EXISTING HANGAR TO BE CONVERTED TO PILOT (TEMPORARY USE) SHIFT LAYOVER FACILITY/OFFICE\*\*  
USE OSPS CODE SIZING for:  
3 APARTMENTS @ 150 gpd = 450 gpd  
3 FLOOR DRAINS (serving 2 bathrooms and 1 mechanical room) @ 37.5 GPD = 112.5 gpd  
TOTAL DESIGN FLOW = 562.5 gpd

PROPOSED WELL

4" PVC BLDG. SEWER - SCH 40 OR ASTM D3034. FROST PROOFED AS PER SPS 382.30(11)(c)2.

CLEAN OUT w/ FROST SLEEVE

FENCE

SCALE 1" = 40'  
□ = SOIL BORING

STH "39" R/W

\*\*facility has a common kitchen for in-facility use only, two bathrooms and 1 shower. Sanitary wastewater only.

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



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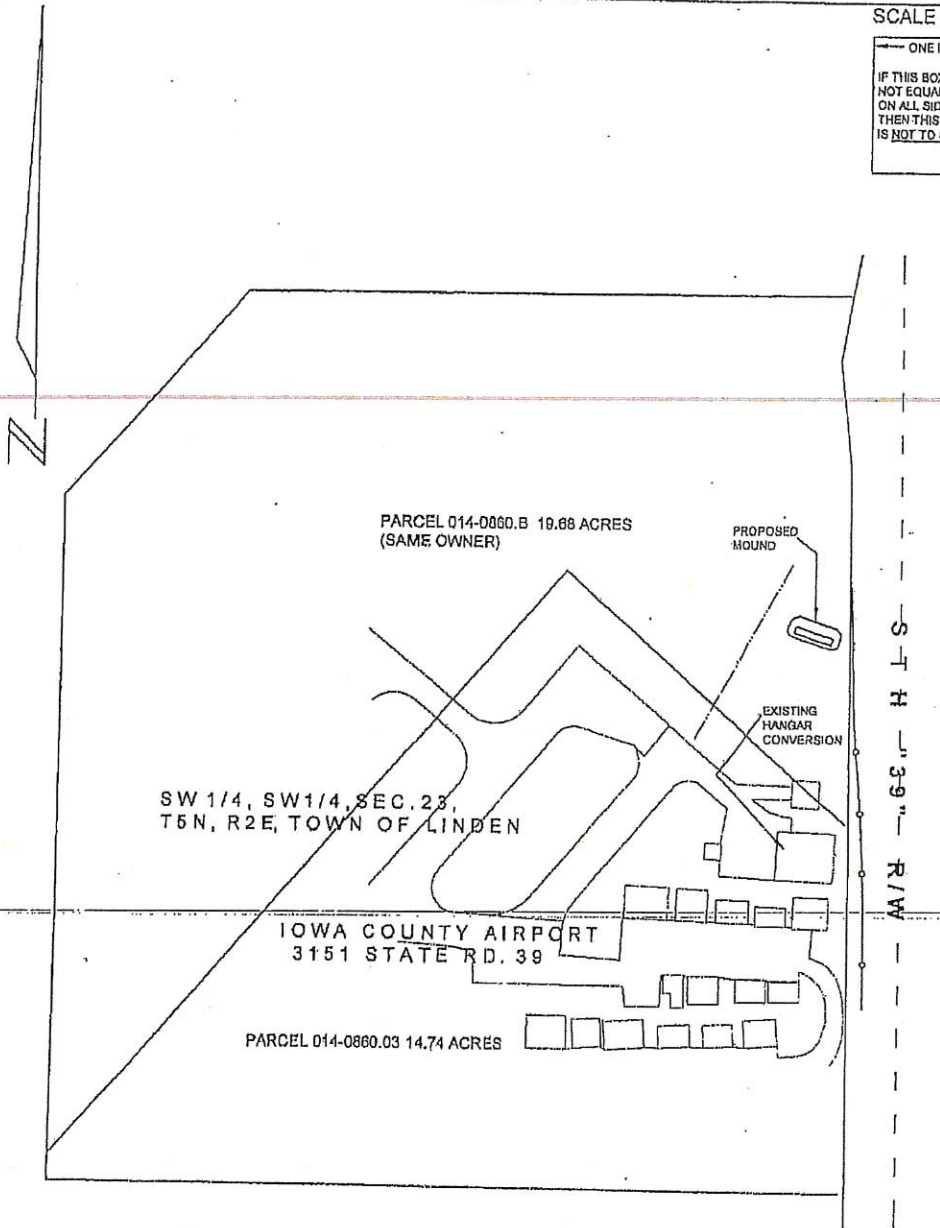
# LOCATION MAP

CLIENT: IOWA COUNTY AIRPORT. KEVIN KING, MGR.

PAGE 2 OF 7

SCALE 1" = 200'

ONE INCH  
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ON ALL SIDES,  
THEN THIS DRAWING  
IS NOT TO SCALE





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

Scott Walker, Governor  
Dave Ross, Secretary

January 04, 2016

CUST ID No. 223300

ATTN: POWTS Inspector

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

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

CONDITIONAL APPROVAL  
PLAN APPROVAL EXPIRES: 01/04/2018

SITE:

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

| Identification Numbers                                                                    |
|-------------------------------------------------------------------------------------------|
| Transaction ID No. 2650137                                                                |
| Site ID No. 752682                                                                        |
| Please refer to both identification numbers above, in all correspondence with the agency. |

FOR:

Description: Commercial Mound System / 10% slope  
Object Type: POWTS Component Manual Regulated Object ID No.: 1581230  
Maintenance required; 563 GPD Flow rate; 20 in Soil minimum depth to limiting factor from original grade  
System(s): Mound Component Manual - Ver. 2.0, SBD-10691-P (N.01/01, R. 10/12), Pressure Distribution Component Manual - Ver. 2.0, SBD-10706-P (N.01/01, R. 10/12); Effluent Filter

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

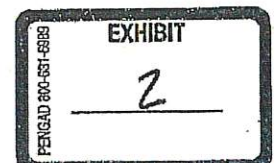
No person may engage in or work at plumbing in the state unless licensed to do so by the Department per s.145.06, stats.

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

Reminders

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

Per the designer the pump off elevation =  $\pm 93.0'$  and highest point of force main =  $\pm 99.0'$ .



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### Owner Responsibilities

- The current owner, and each subsequent owner, shall receive a copy of this letter including instructions relating to proper use and maintenance of the system. Owners shall receive a copy of the appropriate operation and maintenance manual and/or owner's manual for the POWTS described in this approval.
- The owner of a POWTS shall be responsible for ensuring that the operation and maintenance of the POWTS occurs in accordance with this chapter and the approved management plan under s. SPS 383.54(1).
- In the event this soil absorption system or any of its component parts malfunctions so as to create a health hazard, the property owner must follow the contingency plan as described in the approved plans.
- The owner is responsible for submitting a maintenance verification report acceptable to the county for maintenance tracking purposes. Reports shall be submitted at intervals appropriate for the component(s) utilized in the POWTS.

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

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

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

Sincerely,

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

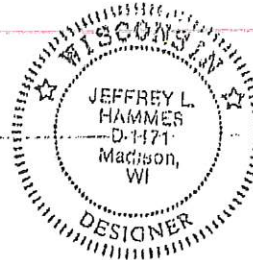
|                 |        |
|-----------------|--------|
| Fee Required \$ | 250.00 |
| Fee Received \$ | 250.00 |
| Balance Due \$  | 0.00   |

WISMAI code: 7633

INDEX SHEET

CLIENT: IOWA COUNTY AIRPORT, Kevin King, Mgr.  
Location: SW 1/4, SW 1/4, S 23  
T 5 N, R 2 E  
Township: MINERAL POINT  
County: IOWA  
Parcel No.: 014-0860.B

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|------------------------------------------------|------|
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| LOCATION MAP                                   | 2    |
| MOUND CROSS SECTION AND PLAN OVERVIEW          | 3    |
| MOUND CELL PLAN VIEW, PIPE LAYOUT, & OBS. WELL | 4    |
| PUMP CHAMBER CROSS SECTION & SPEC.-CREST       | 5    |
| PUMP CHAMBER CROSS SECTION & SPEC.-DALMARAY    | 6    |
| PUMP PERFORMANCE CURVE                         | 7    |



Design follows criteria from:

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

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

CONTACT

Jeffrey L. Hammes  
Professional Soil Scientist  
Designer of Engineering Systems

Plumber's signature: \_\_\_\_\_

MP/MPRSW number: \_\_\_\_\_

820 Williamson St., #401  
Madison, WI 53703  
(608)233-9200.

Date: \_\_\_\_\_

jeffsoiltest@aol.com



JEFFREY L. HAMMES  
SOIL TESTING & DESIGN FOR  
WASTEWATER TREATMENT



# PLOT PLAN

PLUMBER'S SIGNATURE: \_\_\_\_\_ MP/MPRSW/ DATE: \_\_\_\_\_

CLIENT: IOWA COUNTY AIRPORT, KEVIN KING, MGR.

PAGE 1 OF 7

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

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HANGAR

COMB. TANK BY DALMARAY 1250 GAL. SEPTIC TANK 750 GAL LIFT STATION

AIRPLANE DRIVE AND PARKING

EXISTING HANGAR TO BE CONVERTED TO PILOT (TEMPORARY USE) SHIFT LAYOVER FACILITY/OFFICE\*\*  
USE DSS'S CODE SIZING for:  
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TOTAL DESIGN FLOW = 562.5 gpd

PROPOSED WELL

4" PVC BLDG. SEWER - SCH 40 OR ASTM D3034, FROST PROOFED AS PER SPS 302.30(11)(c)2.

CLEAN OUT w/ FROST SLEEVE

SCALE 1" = 40'  
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S T H " 39 " R / W

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(59)

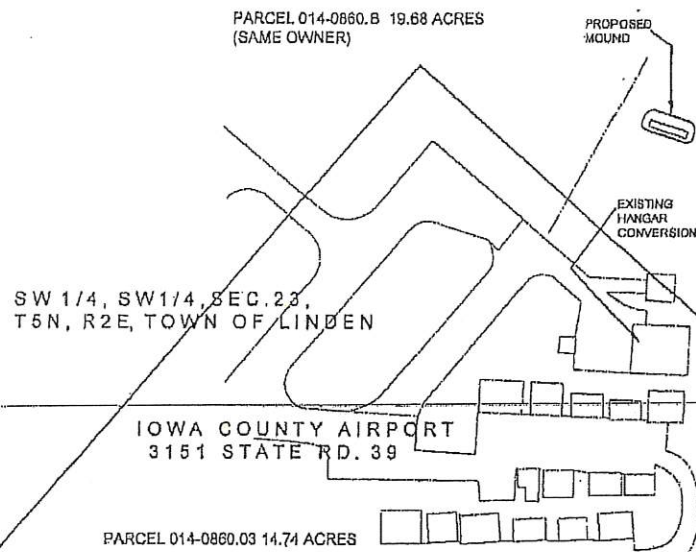
# LOCATION MAP

CLIENT: IOWA COUNTY AIRPORT, KEVIN KING, MGR.

PAGE 2 OF 7

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(60)

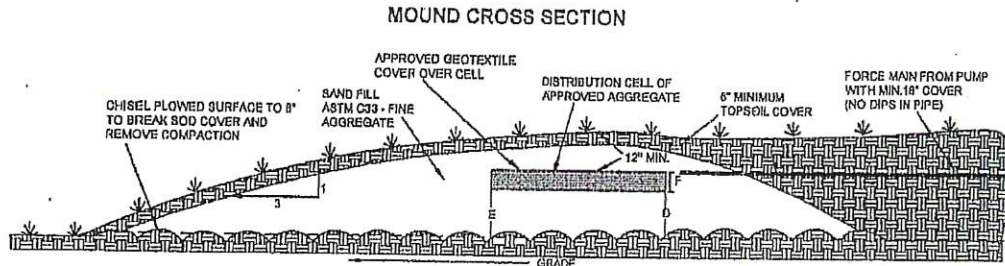


# MOUND CROSS SECTION AND PLAN VIEW

PAGE 3 OF 7

CLIENT:

CLIENT: IOWA COUNTY AIRPORT

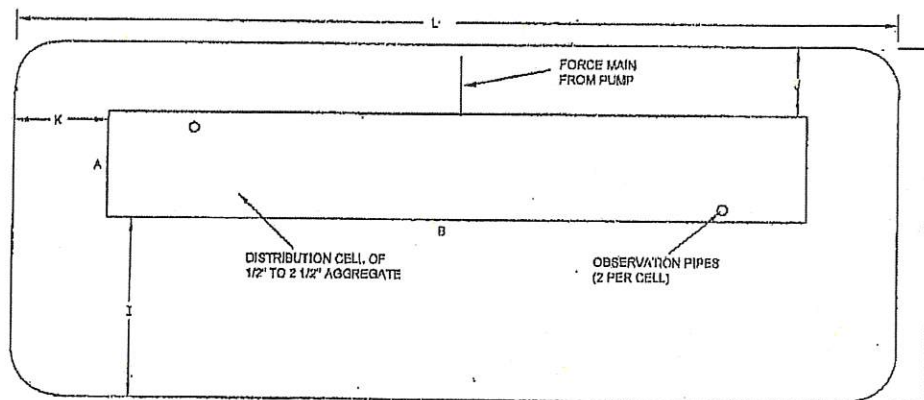


## MOUND CROSS SECTION SPECIFICATIONS

|                                                                |                                         |
|----------------------------------------------------------------|-----------------------------------------|
| ORIGINAL GRADE IS                                              | 10 % SLOPE BELOW MOUND                  |
| UPSLOPE FILL DEPTH (D) =                                       | 1.333 FEET OR 16 INCHES                 |
| DOWNSLOPE FILL DEPTH (E) =                                     | 2.333 FEET OR 28 INCHES                 |
| DISTRIBUTION CELL DEPTH (F) =                                  | 9.5 INCHES                              |
| CELL USES                                                      | 6 LINES OF 1.5 INCH PVC PIPING LATERALS |
| WITH MIN. 6" OF APPROVED AGGREGATE BELOW THE PIPE AND 2" ABOVE |                                         |
| MIN. SAND FILL:                                                | 186.2 CUBIC YARDS                       |
| BASAL AREA REQ'D.:                                             | 1406.25 SQ.FT.                          |
| BASAL AREA AVAIL:                                              | 1448.438 SQ.FT.                         |

## MOUND PLAN VIEW SPECIFICATIONS (FEET)

|                            |                          |       |
|----------------------------|--------------------------|-------|
| DISTRIB. CELL WIDTH (A) =  | 10 DOWNSLOPE WIDTH (I):  | 15.75 |
| DISTRIB. CELL LENGTH (B) = | 56.25 UPSLOPE WIDTH (J): | 6.25  |
|                            | ENDSLOPE WIDTH (K):      | 1.1   |
| MOUND WIDTH (W) =          | 32 MOUND LENGTH (L):     | 78.25 |



## MOUND PLAN VIEW

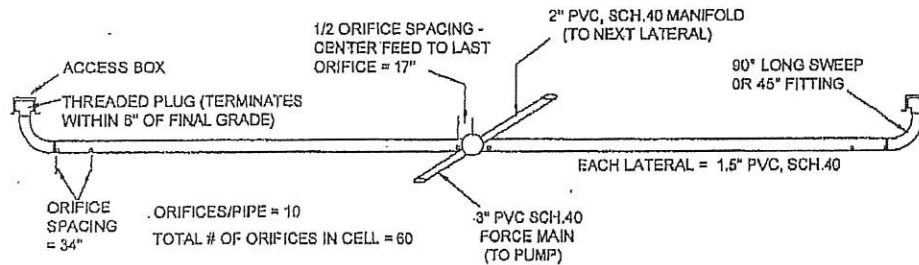
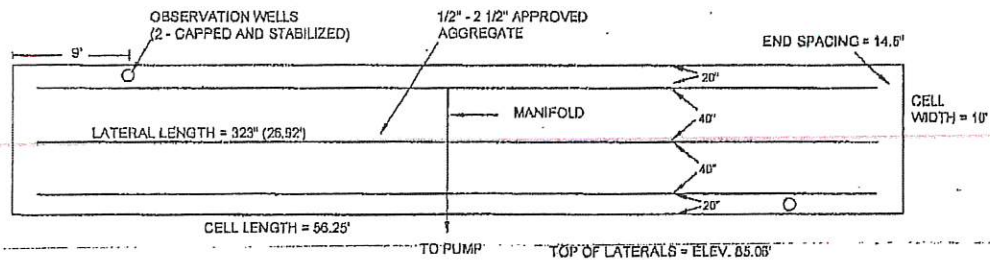
(SEE DISTRIBUTION CELL PLAN FOR LATERAL LAYOUT)

## MOUND CELL SPECIFICATIONS

PAGE 4 OF 7

CLIENT: IOWA COUNTY AIRPORT

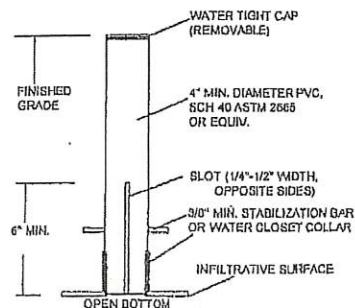
MOUND DISTRIBUTION CELL PLAN VIEW



## PIPE LATERAL LAYOUT

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

### OBSERVATION PIPE CROSS SECTION



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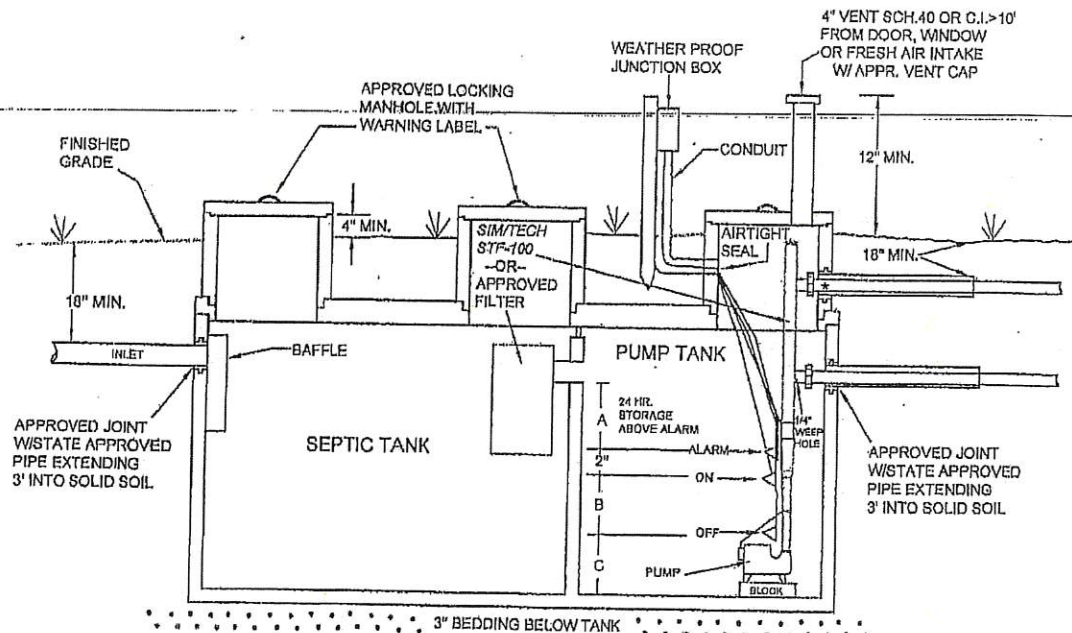
# PUMP CHAMBER CROSS SECTION AND SPECIFICATIONS (IN 2 COMPARTMENT TANK WITH SEPTIC TANK & FILTER)

PAGE 5 OF 7

CLIENT: IOWA COUNTY AIRPORT

## LIFT PUMP TANK -CREST

MANUFACTURER: CREST PRECAST  
 SIZE OF TANK: 813.4 GALLONS  
 LIQUID DEPTH: 49 INCHES  
 PUMP MANUFACTURER & MODEL NUMBER: GOULDS WE05H  
 FORCE MAIN LENGTH: 310 FEET  
 FORCE MAIN DIAMETER: 3 INCHES  
 RANGE OF LIFT(FT)\*: 4 TO 6  
 FRICTION LOSS(FT): 3.78  
 DISTAL PRESSURE/FITTINGS/FILTER ADDITION(FT): 3.75 DISTAL = 2.5  
 TDH: 13.53  
 DISTANCE BETWEEN PUMP "ON" & PUMP "OFF": 6 INCHES  
 GALLONS PUMPED PER CYCLE: 99.6  
 (DOSE VOLUME: 74.3 GAL. VOID VOL: 2.208 GAL.  
 TOTAL DOSE: 76.508 GAL. MIN.DIST.PUMP ON& OFF: 4.61 INCHES)  
 MIN. DISCHRG. RATE (GPM): 70.2 PUMP DISCHARGE RATE (GPM): 73  
 CAPACITIES: A= 29 INCHES = 481 GALLONS  
 B= 6 INCHES = 100 GALLONS  
 C= 12 INCHES = 199 GALLONS  
 NOTE: PUMP AND ALARM ARE TO BE INSTALLED ON SEPARATE CIRCUITS.  
 \*LIFT BASED ON ELEV. BETWEEN PUMP BASE AND HIGHEST ELEV. OF F.M.  
 INSIDE TANK SINCE THERE WILL BE DROP FROM TANK TO DISTRIB.PIPE  
 ALARM: SJE RHOMBUS TAA-B-01H OR EQUIVALENT  
 SINGLE FLOAT: SJE RHOMBUS PUMPMASER OR EQUIVALENT  
 FILTER MANUFACTURER & MODEL: SIM/TECH STF 100 OR EQUIVALENT  
 1/4 IN. HOLE IN TOP OF F.M. AT HIGHEST POINT



\*RISER EXIT PERMITTED IF TANK MANUFACTURER HAS APPROVAL

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

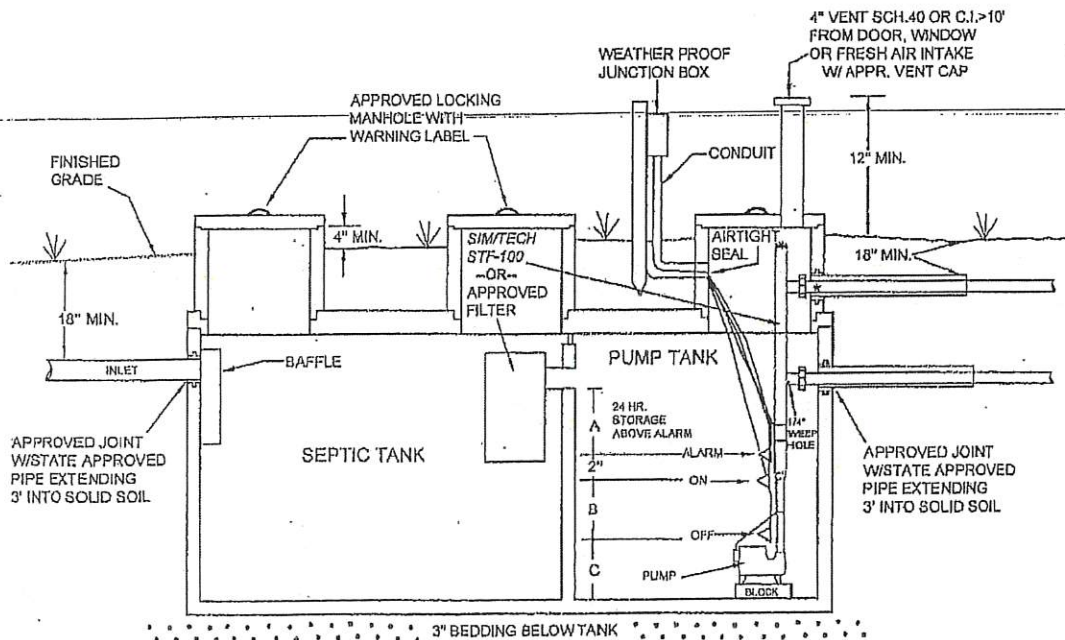
PAGE 6 OF 7

CLIENT: IOWA COUNTY AIRPORT

## LIFT PUMP TANK - DALMARAY

|                                                               |                                                    |                               |
|---------------------------------------------------------------|----------------------------------------------------|-------------------------------|
| MANUFACTURER: DALMARAY STEP CO.                               | STATE APPROVED SEPTIC TANK<br>(OR EQUIVALENT TANK) |                               |
| SIZE OF TANK: 767.6 GALLONS                                   | 15.2 GALLONS/1" DOSE                               |                               |
| LIQUID DEPTH: 50.5 INCHES                                     | PUMP MANUFACTURER & MODEL NUMBER: GOULDS WE05H     |                               |
| FORCE MAIN LENGTH: 310 FEET                                   |                                                    |                               |
| FORCE MAIN DIAMETER: 8 INCHES                                 |                                                    |                               |
| LOWEST ELEV. PUMP OFF (FT.):                                  | RANGE OF LIFT (FT)*: 4 TO 6                        |                               |
| LIFT IN TANK ONLY = 6'                                        | FRICTION LOSS (FT): 3.78                           |                               |
| DISTAL PRESSURE/FITTINGS/FILTER ADDITION (FT):                | 3.75                                               | DISTAL = 2.5                  |
| TDH:                                                          | 13.53                                              |                               |
| DISTANCE BETWEEN PUMP "ON" & PUMP "OFF": 7 INCHES             |                                                    |                               |
| GALLONS PUMPED PER CYCLE: 106.4                               |                                                    |                               |
| (DOSE VOLUME: 74.3 GAL.                                       | VOID VOL: 2.208 GAL.                               |                               |
| TOTAL DOSE: 76.508 GAL. MIN. DIST. PUMP ON & OFF: 5.03 INCHES |                                                    |                               |
| MIN. DISCHRG. RATE (GPM):                                     | 70.2                                               | PUMP DISCHARGE RATE (GPM): 73 |
| CAPACITIES: A= 29.5 INCHES = 448 GALLONS                      |                                                    |                               |
| B= 7 INCHES = 106 GALLONS                                     |                                                    |                               |
| C= 12 INCHES = 182 GALLONS                                    |                                                    |                               |

NOTE: PUMP AND ALARM ARE TO BE INSTALLED ON SEPARATE CIRCUITS.  
 \*LIFT BASED ON ELEV. BETWEEN PUMP BASE AND HIGHEST ELEV. OF F.M.  
 INSIDE TANK SINCE THERE WILL BE DROP FROM TANK TO DISTRIB. PIPE  
 ALARM: SJE RHOMBUS TAA-B-01H OR EQUIVALENT  
 SINGLE FLOAT: SJE RHOMBUS PUMPMaster OR EQUIVALENT  
 FILTER MANUFACTURER & MODEL: SIM/TECH STF 100 OR EQUIVALENT  
 1/4 IN. HOLE IN TOP OF F.M. AT HIGHEST POINT

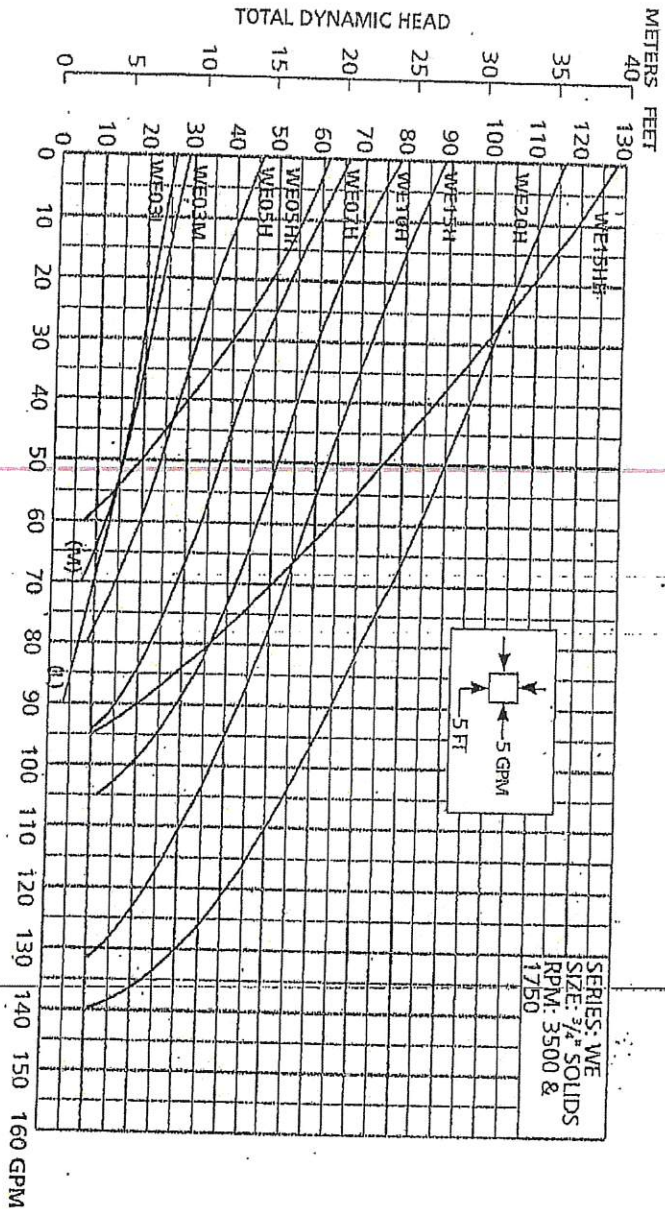


\*RISER EXIT PERMITTED IF TANK MANUFACTURER HAS APPROVAL

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# GOULDS WE SERIES PUMPS PAGE 7 OF 7



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

Pursuant to SPS 383.54 Wis. Adm. Code each Private Onsite Wastewater Treatment System (POWTS) shall include information and procedures for maintaining the POWTS to operate and function within the standards of chapters SPS 383 and 384, and the conditions of approval by the Dept. of Safety & Professional Services (hereafter known as "department"), agent or county. The approved plans and permits for this POWTS are on file at the county zoning or health department. The owner of this POWTS shall be responsible for ensuring that the operation and maintenance of the POWTS occurs in accordance with this approved management plan that shall be provided to the owner upon installation of this POWTS. The owner or the owner's agent is required to submit maintenance records routinely to the county and/or department. If the owner wishes to amend this plan, a written request for approval shall be submitted to the agency that initially reviewed the installation plan as per SPS 383.54(1)(d). This plan shall be forwarded to all subsequent owners of this POWTS. A POWTS that is not maintained in accordance with the approved management plan shall be considered a human health hazard.

Specifications: Sanitary Permit Number \_\_\_\_\_ Installer to provide diagram of all POWTS components and their location.  
Number of Bedrooms: \_\_\_\_\_ or Public Facility Units: TEMP. PILOT REST FACILITY- USE 3 APTS. + 3 FLOOR DRAINS SIZING  
Design Flow - Peak (gpd): 562.5 Estimated Flow - Average (gpd): 375  
Capacity: Septic Tank: 1250 gallons, Tank Manufacturer: STATE APPROVED  
Effluent Filter Manufacturer & Model: SIM/TECH STF 100 OR EQUIVALENT  
Soil Absorption Component: MOUND Sq. footage of Component: 1448  
Effluent Distribution: DOSED Dose Tank Cap.: 750  
Max. Influent Particle Size entering Soil Absorption Component: 1/8"  
Max. BOD5 entering Septic Tank: 540 mg/l Max. BOD5 entering Soil Absorption Component: 220 mg/l  
Max. TSS entering Septic Tank: 600 mg/l Max. TSS entering Soil Absorption Component: 150 mg/l

#### Maintenance Schedule

Septic Tank: Inspect/service at least once every 3 years or if the combined sludge and scum volume equals 1/3 of tank volume.  
Effluent filter: Inspect and clean at least once every 3 years  
Soil Absorption Component: Inspect at least once every 3 years  
Lift Station: Inspect and/or service and test pump and alarm at least once every 3 years  
Servicing pad (parking for pumping vehicle) shall be less than 150 feet from, and less than 15 feet above, the bottom of any treatment or holding tank.

#### Necessary Maintenance and Servicing Information

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

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

The department or designated agent may require verification of any information contained in an inspection or maintenance servicing report. When upon inspection of a POWTS any part of the system that is found to be defective in conformance with applicable provisions of chapter SPS 383, the installation or modification plan, or the approvals, the part shall be repaired, renovated, replaced or removed by a licensed individual and obtaining the proper plan approvals and permits. Tank abandonment shall be in accordance with SPS 383.33 Wis. Adm. Code. No product for chemical or physical restoration or maintenance for a POWTS may be used unless approved by the department. Performance monitoring of all POWTS components is required at least once every 3 years and at the time of a problem, complaint or failure.

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

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

Do not drive or park vehicles over the tanks and dispersal cells. Do not drive or park over, or otherwise disturb or compact, the area within 15 feet downslope of any mound or at-grade soil absorption area. Reduction or elimination of the following from the wastewater stream may improve the performance and prolong the life of the POWTS: antibiotics, baby wipes, cigarette butts, condoms, cotton swabs, degreasers, dental floss, diapers, disinfectants, fat, foundation drain (sump pump) discharge, fruit and vegetable peelings, gasoline, greases, herbicides, men's soaps, medications, oils, painting products, pesticides, sanitary napkins, tampons and water softener brine.

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

phone: (608)935-0330



**The Septic Tank:**

The septic tank shall be maintained by an individual certified to service septic tanks. The contents shall be disposed of in accordance with NR 113, Wis. Adm. Code.  
The septic tank & outlet filter shall be inspected for operating condition a max. of 3 years by a certified POWTS maintainer.  
Inspect baffle and tank construction for material fatigue/failure. Inspect for nuisance factors such as odors/user complaints.  
The outlet filter shall be cleaned or replaced as necessary to ensure proper operation.  
Manhole risers, access risers and covers should be inspected and repaired for water tightness and soundness. The grade about the cover should slope away. There shall be a locking device for exposed access openings >8" in diameter.

**The Lift Station and It's Components:**

The tank shall be inspected for sludge accumulation and serviced at least once every 3 years by an individual certified to service septic tanks. Inspect for nuisance factors such as odors or user complaints.  
Performance monitoring and inspection shall be conducted of the pump and floats for proper dosing, cycling and volume, electrical connections, alarm, valves, material fatigue and/or failure.  
Manhole risers, access risers and covers should be inspected and repaired for water tightness and soundness. The grade about the cover should slope away. There shall be a locking device for exposed access openings >8 inch diameter.

**The Soil Absorption Component:**

Designed to accept domestic wastewater from a residential or commercial facility. Good water conservation practices by occupants, installing water conserving plumbing fixtures and inspecting all fixtures for leakage are key factors in extending the useful life of this component.  
Performance monitoring to include: age of system, type of use, nuisance factors such as odors or user complaints, and ponding in the distribution cell, prior to pump cycling, as evidence of clogging/mat development.  
Inspect at least once every 3 years for levels of ponding in observation pipes, evidence of surface seepage, discharge or backup into building, and detrimental activities to the component such as traffic or other compaction, and surface flow of water over the component. Winter traffic on the component is not permitted to avoid frost penetration and minimize compaction.  
Inspect for overloading, inappropriate/poor maintenance of vegetative cover or inappropriate activities over the component

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

**Mechanical POWTS Components (ATUs, Pretreatment Devices):**

The owner shall maintain a maintenance or service contract with a POWTS maintainer or a business utilizing a POWTS maintainer for the POWTS as long as the POWTS is utilized if the management plan for the POWTS involves evaluating, monitoring or maintaining any part of the system at an interval of 12 months or less.  
Evaluating and monitoring mechanical POWTS components shall be conducted by a person who holds a registration issued by the department as a registered POWTS maintainer.

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

There is no designated replacement area so further testing/evaluation will be required to site a new soil absorption system.  
An above grade soil absorption system (mound/at-grade) may be constructed or extended over the failing soil absorption system with further testing and evaluation complying with rules in effect at that time.

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

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

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

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

GENERAL INFORMATION

|                      |                     |
|----------------------|---------------------|
| Owner Name           | IOWA COUNTY AIRPORT |
| Alternate Owner Name |                     |
| Mailing Address      |                     |
| City                 | 0                   |

Log In Home

|             |            |                  |  |
|-------------|------------|------------------|--|
| Taxkey      | 014-0860.B | Property Address |  |
| Volume-Page | 398-531    | Document #       |  |
| Volume-Page |            | Document #       |  |
| Volume-Page |            | Document #       |  |
| Volume-Page |            | Document #       |  |

DISTRICTS

|                      |                   |                          |        |
|----------------------|-------------------|--------------------------|--------|
| School District:     | MINERAL POINT SCH | Total Acres:             | 19.680 |
| Vocational District: | SOUTHWEST WITTECH | Total Land Value:        | \$0.00 |
| Special District 1:  |                   | Total Improvement Value: | \$0.00 |
| Special District 2:  |                   | Total Value:             | \$0.00 |

LEGAL DESCRIPTION

23-005-002  
PT OF SW1/4 OF SW1/4

ASSESSMENTS

| Assessment Type | Acres | Land | Improvements |
|-----------------|-------|------|--------------|
| County          | 19.68 | 0    | 0            |
|                 | 0.00  | 0    | 0            |
|                 | 0.00  | 0    | 0            |
|                 | 0.00  | 0    | 0            |
|                 | 0.00  | 0    | 0            |



GENERAL INFORMATION

|                      |                     |
|----------------------|---------------------|
| Owner Name           | IOWA COUNTY AIRPORT |
| Alternate Owner Name |                     |
| Mailing Address      |                     |
| City                 | 0                   |

Log In Home

|             |             |                  |  |
|-------------|-------------|------------------|--|
| Taxkey      | 014-0860.03 | Property Address |  |
| Volume-Page | 206-032     | Document #:      |  |
| Volume-Page |             | Document #:      |  |
| Volume-Page |             | Document #:      |  |

DISTRICTS

|                     |                   |                          |        |
|---------------------|-------------------|--------------------------|--------|
| School District     | MINERAL POINT SCH | Total Acres:             | 14.740 |
| Vocational District | SOUTHWEST W/TECH  | Total Land Value:        | \$0.00 |
| Special District 1: |                   | Total Improvement Value: | \$0.00 |
| Special District 2: |                   | Total Value:             | \$0.00 |

LEGAL DESCRIPTION

|                   |
|-------------------|
| 23-005-002        |
| PT SW1/4 OF SW1/4 |

ASSESSMENTS

| Assessment Type | Acres | Land | Improvements |
|-----------------|-------|------|--------------|
| County          | 14.74 | 0    | 0            |
|                 | 0.00  | 0    | 0            |
|                 | 0.00  | 0    | 0            |
|                 | 0.00  | 0    | 0            |
|                 | 0.00  | 0    | 0            |



## FILTER MAINTENANCE

### STF - 100 SERIES

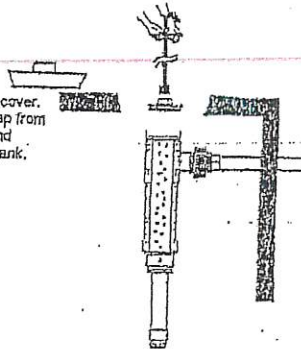
#### SERVICE FREQUENCY:

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

#### SERVICE:

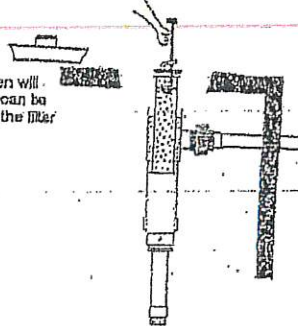
##### STEP 1:

Remove tank cover. Unscrew 4" cap from filter casing and remove from tank.



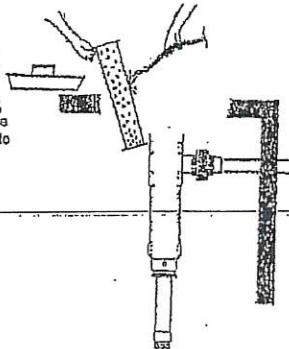
##### STEP 2:

The filter screen will be visible and can be removed from the filter casing.



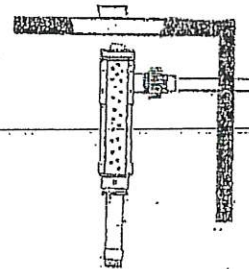
##### STEP 3:

While holding the filter screen over the access opening, rinse off the screen with fresh water, being careful not to rinse any seepage material into the filter casing.



##### STEP 4:

Reinsert the filter screen and replace the 4" cap onto the filter casing. Replace tank cover being careful not to contaminate tank with surface debris.



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

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



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                       |                                                                     |                                                                                                                                                                                                                         |                                                                                                         |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|--|
|                                                                                                                                                                                                                                                                                                                                                                                        | <b>Industry Services Division</b><br>1400 E. Washington Ave., P.O. Box 7162<br>Madison, WI 53707-7162 |                                                                     | County<br><div style="text-align: center;">IOWA</div>                                                                                                                                                                   |                                                                                                         |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                       |                                                                     | Sanitary Permit Number (to be filled in by Co.)<br><br>                                                                                                                                                                 |                                                                                                         |  |
| <b>Sanitary Permit Application</b><br><small>In accordance with SPS 383.21(2), Wis. Adm. Code, submission of this form to the appropriate governmental unit is required prior to obtaining a sanitary permit. Note: Application forms for state-owned POWTS are submitted to the Department of Safety and Professional Services. Personal information you provide may be used for secondary purposes in accordance with the Privacy Law, s. 19.04(1)(m), Stats.</small> |                                                                                                       |                                                                     | State Transaction Number<br><br>                                                                                                                                                                                        |                                                                                                         |  |
| I. Application Information - Please Print All Information<br>Property Owner's Name<br><div style="text-align: center;">IOWA COUNTY AIRPORT, Kevin King, Mgr.</div>                                                                                                                                                                                                                                                                                                      |                                                                                                       |                                                                     | Project Address (if different than mailing address)<br><div style="text-align: center;">SAME</div>                                                                                                                      |                                                                                                         |  |
| Property Owner's Mailing Address<br><div style="text-align: center;">3151 STATE ROAD 39</div>                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                       |                                                                     | Parcel #<br><div style="text-align: center;">014-0860.8</div>                                                                                                                                                           |                                                                                                         |  |
| City, State, Zip Code<br><div style="text-align: center;">MINERAL POINT, WI 53565</div>                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                       | Phone Number<br><div style="text-align: center;">608 987-0031</div> |                                                                                                                                                                                                                         | Property Location<br><div style="text-align: center;">SW 1/4, SW 1/4, Section 23<br/>T 5 N, R 2 E</div> |  |
| II. Type of Building (check all that apply)<br><input type="checkbox"/> 1 or 2 Family Dwelling - Number of Bedrooms _____<br><input checked="" type="checkbox"/> Public/Commercial - Use apartments (3) + 3 floor drains<br><input type="checkbox"/> State Owned - Describe Use _____                                                                                                                                                                                   |                                                                                                       |                                                                     | Lot # _____<br>Block # _____<br>CSM Number _____<br>Subdivision Name _____<br><input type="checkbox"/> City of _____<br><input type="checkbox"/> Village of _____<br><input checked="" type="checkbox"/> Town of LINDEN |                                                                                                         |  |
| III. Type of Permit: (Check only one box on line A. Complete line B if applicable)                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                       |                                                                     |                                                                                                                                                                                                                         |                                                                                                         |  |
| A. <input checked="" type="checkbox"/> New System <input type="checkbox"/> Replacement System <input type="checkbox"/> Treatment/Holding Tank Replacement Only <input type="checkbox"/> Other Modification to Existing System (explain) _____                                                                                                                                                                                                                           |                                                                                                       |                                                                     |                                                                                                                                                                                                                         |                                                                                                         |  |
| B. <input type="checkbox"/> Permit Renewal Before Expiration <input type="checkbox"/> Permit Revision <input type="checkbox"/> Change of Plumber <input type="checkbox"/> Permit Transfer to New Owner    List Previous Permit Number and Date Issued _____                                                                                                                                                                                                             |                                                                                                       |                                                                     |                                                                                                                                                                                                                         |                                                                                                         |  |
| IV. Type of POWTS System/Component/Device: (Check all that apply)                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                       |                                                                     |                                                                                                                                                                                                                         |                                                                                                         |  |
| <input type="checkbox"/> Non-Pressurized In-Ground <input type="checkbox"/> Pressurized In-Ground <input type="checkbox"/> At-Grade <input type="checkbox"/> Mound ≥ 24 in. of suitable soil <input checked="" type="checkbox"/> Mound < 24 in. of suitable soil                                                                                                                                                                                                        |                                                                                                       |                                                                     |                                                                                                                                                                                                                         |                                                                                                         |  |
| <input type="checkbox"/> Holding Tank <input type="checkbox"/> Other Dispersal Component (explain) _____ <input type="checkbox"/> Pretreatment Device (explain) _____                                                                                                                                                                                                                                                                                                   |                                                                                                       |                                                                     |                                                                                                                                                                                                                         |                                                                                                         |  |
| V. Dispersal/Treatment Area Information:                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                       |                                                                     |                                                                                                                                                                                                                         |                                                                                                         |  |
| Design Flow (gpd)                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Design Soil Application Rate (gpd/sf)                                                                 | Dispersal Area Required (sf)                                        | Dispersal Area Proposed (sf)                                                                                                                                                                                            | System Elevation                                                                                        |  |
| 562.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.4                                                                                                   | 1406.25                                                             | 1448                                                                                                                                                                                                                    | 84.43'                                                                                                  |  |
| VI. Tank Info                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                       |                                                                     |                                                                                                                                                                                                                         |                                                                                                         |  |
| Capacity in Gallons                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                       | Total Gallons                                                       | # of Units                                                                                                                                                                                                              | Manufacturer                                                                                            |  |
| New Tanks                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Existing Tanks                                                                                        |                                                                     |                                                                                                                                                                                                                         |                                                                                                         |  |
| Septic or Holding Tank                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1250                                                                                                  | 1250                                                                | 1                                                                                                                                                                                                                       | STATE APPROVED                                                                                          |  |
| Dosing Chamber                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 750                                                                                                   | 750                                                                 | 1                                                                                                                                                                                                                       | STATE APPROVED                                                                                          |  |
| VII. Responsibility Statement- I, the undersigned, assume responsibility for installation of the POWTS shown on the attached plans.                                                                                                                                                                                                                                                                                                                                     |                                                                                                       |                                                                     |                                                                                                                                                                                                                         |                                                                                                         |  |
| Plumber's Name (Print)                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       | Plumber's Signature                                                 | MP/MPRS Number                                                                                                                                                                                                          | Business Phone Number                                                                                   |  |
| Plumber's Address (Street, City, State, Zip Code)                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                       |                                                                     |                                                                                                                                                                                                                         |                                                                                                         |  |
| VIII. County/Department Use Only                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                       |                                                                     |                                                                                                                                                                                                                         |                                                                                                         |  |
| <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved<br><input type="checkbox"/> Owner Given Reason for Denial                                                                                                                                                                                                                                                                                                                                        |                                                                                                       | Permit Fee \$                                                       | Date Issued                                                                                                                                                                                                             | Issuing Agent Signature                                                                                 |  |
| IX. Conditions of Approval/Reasons for Disapproval                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                       |                                                                     |                                                                                                                                                                                                                         |                                                                                                         |  |

Attach in complete plans for the system and submit to the County only on paper not less than 8 1/2 x 11 inches in size

SBD-6398 (A, 6/8/14)

B. G. H. K.



Revenue Guideline  
FOR THE PERIOD(S) JAN 01, 2020 THROUGH NOV 30, 2020

|                                   | Adopted Budget REVISED | ANNUAL ACT MTD POSTED ACT YTD POSTED<br>AND IN PROCESS AND IN PROCESS | REMAINING<br>BALANCE | PCT             |
|-----------------------------------|------------------------|-----------------------------------------------------------------------|----------------------|-----------------|
| 262 IOWA COUNTY AIRPORT           |                        |                                                                       |                      |                 |
| 07 IOWA COUNTY AIRPORT            |                        |                                                                       |                      |                 |
| 41110 GENERAL PROPERTY TAXES      |                        |                                                                       |                      |                 |
| 00000 PROPERTY TAX LEVY           |                        |                                                                       |                      |                 |
| 000 TAX LEVY-IA COUNTY AIRPORT    | 76,437.00              | 0.00                                                                  | 76,437.00            | 0.00 100        |
| TOTAL: PROPERTY TAX LEVY          | 76,437.00              | 0.00                                                                  | 76,437.00            | 0.00 100        |
| TOTAL: GENERAL PROPERTY TAXES     | 76,437.00              | 0.00                                                                  | 76,437.00            | 0.00 100        |
| 41220 TAXES                       |                        |                                                                       |                      |                 |
| 00000 SALES TAX DISCOUNT          |                        |                                                                       |                      |                 |
| 000 SALES TAX DISCOUNT            | 0.00                   | 0.00                                                                  | 30.00                | 30.00- 9999     |
| TOTAL: SALES TAX DISCOUNT         | 0.00                   | 0.00                                                                  | 30.00                | 30.00- 9999     |
| TOTAL: TAXES                      | 0.00                   | 0.00                                                                  | 30.00                | 30.00- 9999     |
| 46340 IA CO AIRPORT-FUEL REVENUE  |                        |                                                                       |                      |                 |
| 00000 IA CO AIRPORT FUEL REVENUE  |                        |                                                                       |                      |                 |
| 000 IA CO AIRPORT REV-FUEL        | 45,000.00              | 4,603.24                                                              | 94,662.01            | 49,662.01- 210  |
| TOTAL: IA CO AIRPORT FUEL REVENUE | 45,000.00              | 4,603.24                                                              | 94,662.01            | 49,662.01- 210  |
| TOTAL: IA CO AIRPORT-FUEL REVENUE | 45,000.00              | 4,603.24                                                              | 94,662.01            | 49,662.01- 210  |
| 46342 HANGAR LAND RENT            |                        |                                                                       |                      |                 |
| 00000 IA CO AIRPORT-HANGAR RENT   |                        |                                                                       |                      |                 |
| 000 IA CO ARPRT REV-HANGAR RENT   | 22,310.00              | 10,042.29                                                             | 27,417.29            | 5,107.29- 122   |
| TOTAL: IA CO AIRPORT-HANGAR RENT  | 22,310.00              | 10,042.29                                                             | 27,417.29            | 5,107.29- 122   |
| TOTAL: HANGAR LAND RENT           | 22,310.00              | 10,042.29                                                             | 27,417.29            | 5,107.29- 122   |
| 48200 RENTAL INCOME-FARM LAND     |                        |                                                                       |                      |                 |
| 00000 IA CO AIRPORT LAND RENT     |                        |                                                                       |                      |                 |
| 000 IA CONTY AIRPORT LAND RENT    | 29,725.00              | 0.00                                                                  | 14,862.50            | 14,862.50 50    |
| TOTAL: IA CO AIRPORT LAND RENT    | 29,725.00              | 0.00                                                                  | 14,862.50            | 14,862.50 50    |
| TOTAL: RENTAL INCOME-FARM LAND    | 29,725.00              | 0.00                                                                  | 14,862.50            | 14,862.50 50    |
| 48410 INSURANCE RECOVERIES        |                        |                                                                       |                      |                 |
| 00000 GENERAL                     |                        |                                                                       |                      |                 |
| 000 INSURANCE RECOVERY            | 0.00                   | 0.00                                                                  | 11,671.85            | 11,671.85- 9999 |
| TOTAL: GENERAL                    | 0.00                   | 0.00                                                                  | 11,671.85            | 11,671.85- 9999 |
| TOTAL: INSURANCE RECOVERIES       | 0.00                   | 0.00                                                                  | 11,671.85            | 11,671.85- 9999 |
| TOTAL: IOWA COUNTY AIRPORT        | 173,472.00             | 14,645.53                                                             | 225,080.65           | 51,608.65- 129  |
| TOTAL: IOWA COUNTY AIRPORT        | 173,472.00             | 14,645.53                                                             | 225,080.65           | 51,608.65- 129  |

|                                   | ANNUAL<br>REVISED | ENCUMBERED | ACT MTD POSTED<br>AND IN PROCESS | ACT YTD POSTED<br>AND IN PROCESS | REMAINING<br>BALANCE | PCT  |
|-----------------------------------|-------------------|------------|----------------------------------|----------------------------------|----------------------|------|
| 262 IOWA COUNTY AIRPORT           |                   |            |                                  |                                  |                      |      |
| 07 IOWA COUNTY AIRPORT            |                   |            |                                  |                                  |                      |      |
| 53510 AIRPORT                     |                   |            |                                  |                                  |                      |      |
| 00000 IA COUNTY AIRPORT           | 85,000.00         | 0.00       | 6,916.66                         | 68,333.28                        | 16,666.72            | 80   |
| 211 MGMT CONTRACTED SERVICES      | 8,000.00          | 0.00       | 766.05                           | 7,011.79                         | 988.21               | 87   |
| 221 UTILITIES                     | 5,000.00          | 0.00       | 599.38                           | 4,628.70                         | 371.30               | 92   |
| 225 TELEPHONE                     | 3,000.00          | 0.00       | 0.00                             | 433.60                           | 2,566.40             | 14   |
| 295 ADVERTISING & BIDS            | 250.00            | 0.00       | 11.00                            | 78.12                            | 171.88               | 31   |
| 311 POSTAGE                       | 250.00            | 0.00       | 0.00                             | 0.00                             | 250.00               | 0    |
| 317 COPIER FEES/CHARGES           | 300.00            | 0.00       | 0.00                             | 99.99                            | 200.01               | 33   |
| 319 OTHER OFFICE SUPPLIES         | 10,000.00         | 0.00       | 227.18                           | 6,224.24                         | 3,775.76             | 62   |
| 340 SUPPLIES/REPAIRS              | 1,300.00          | 0.00       | 0.00                             | 127.02                           | 1,172.98             | 9    |
| 347 CREDIT CARD FEES              | 36,250.00         | 0.00       | 3,077.07                         | 64,375.65                        | 28,125.65            | 177  |
| 351 FUEL-AIRPLANES                | 7,433.00          | 0.00       | 0.00                             | 34,232.81                        | 26,799.81            | 460  |
| 355 EQUIPMENT REPAIRS/MAINTENANC  | 2,500.00          | 0.00       | 0.00                             | 1,075.80                         | 1,424.20             | 43   |
| 356 FUEL TANK TESTING & REPAIR    | 4,000.00          | 0.00       | 98.29                            | 1,698.43                         | 2,301.57             | 42   |
| 358 FUEL-VEHICLES                 | 8,539.00          | 0.00       | 17.01                            | 7,687.47                         | 851.53               | 90   |
| 511 BUILDING & LIABILITY INS      | 1,650.00          | 0.00       | 0.00                             | 1,369.00                         | 281.00               | 82   |
| 519 STORAGE TANK LIABILITY INS    | 0.00              | 0.00       | 0.00                             | 39,424.96                        | 39,424.96            | 9999 |
| 805 IA CO AIRPORT OUTLAY > \$5000 | 173,472.00        | 0.00       | 11,678.62                        | 236,800.86                       | 63,328.86            | 136  |
| TOTAL: IA COUNTY AIRPORT          | 173,472.00        | 0.00       | 11,678.62                        | 236,800.86                       | 63,328.86            | 136  |
| TOTAL: AIRPORT                    |                   |            |                                  |                                  |                      |      |
| 59200 TRANSFERS TO OTHER FUNDS    |                   |            |                                  |                                  |                      |      |
| 00000 TRANSFER TO OTHER FUNDS     | 50,500.00         | 0.00       | 0.00                             | 50,500.00                        | 0.00                 | 100  |
| 800 TRANSFERS TO OTHER FUNDS      | 50,500.00         | 0.00       | 0.00                             | 50,500.00                        | 0.00                 | 100  |
| TOTAL: TRANSFERS TO OTHER FUNDS   | 50,500.00         | 0.00       | 0.00                             | 50,500.00                        | 0.00                 | 100  |
| TOTAL: TRANSFERS TO OTHER FUNDS   | 223,972.00        | 0.00       | 11,678.62                        | 287,300.86                       | 63,328.86            | 128  |
| TOTAL: IOWA COUNTY AIRPORT        | 223,972.00        | 0.00       | 11,678.62                        | 287,300.86                       | 63,328.86            | 128  |

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FOR THE PERIOD(S) JAN 01, 2020 THROUGH NOV 30, 2020

IOWA COUNTY WISCONSIN  
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Expenditure Guideline

|                                     | ANNUAL<br>REVISED | ENCUMBERED | ACT WTD POSTED<br>AND IN PROCESS | ACT YTD POSTED<br>AND IN PROCESS | REMAINING<br>BALANCE | PCT  |
|-------------------------------------|-------------------|------------|----------------------------------|----------------------------------|----------------------|------|
| 400 CAPITAL PROJECTS FUND           |                   |            |                                  |                                  |                      |      |
| 32 CAPITAL PROJECTS                 |                   |            |                                  |                                  |                      |      |
| 57350 AIRPORT CAPITAL IMPROVEMENTS  |                   |            |                                  |                                  |                      |      |
| 00000 AIRPORT IMPROVEMENTS          |                   |            |                                  |                                  |                      |      |
| 805 AIRPORT IMPROVEMENT             | 50,500.00         | 0.00       | 1,407.09                         | 8,691.78                         | 41,808.22            | 17 - |
| TOTAL: AIRPORT IMPROVEMENTS         | 50,500.00         | 0.00       | 1,407.09                         | 8,691.78                         | 41,808.22            | 17 - |
| TOTAL: AIRPORT CAPITAL IMPROVEMENTS | 50,500.00         | 0.00       | 1,407.09                         | 8,691.78                         | 41,808.22            | 17 - |
| TOTAL: CAPITAL PROJECTS             | 50,500.00         | 0.00       | 1,407.09                         | 8,691.78                         | 41,808.22            | 17 - |

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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 |
|------------------------------------------|-----------------|---------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------|---------------------|
| <b>2018 - # of Gallons Sold</b><br>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            |
| <b>JET-A Fuel</b>                        |                 |               |                 |                 |                 |                 |                 |                 |                 |                 |                 |               |                     |
| 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            |
| <b>2018 - Total Gallons - All Types</b>  | <b>400.70</b>   | <b>349.01</b> | <b>784.60</b>   | <b>1,584.58</b> | <b>1,064.08</b> | <b>2,162.71</b> | <b>4,214.95</b> | <b>2,615.61</b> | <b>1,047.29</b> | <b>760.58</b>   | <b>645.77</b>   | <b>819.55</b> | <b>16,449.43</b>    |
| 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%                 |
| <b>2019 - # of Gallons Sold</b><br>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     |                 | \$ 4.65         | \$ 4.65         | \$ 4.65       |                     |
| 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            |
| <b>JET-A Fuel</b>                        |                 |               |                 |                 |                 |                 |                 |                 |                 |                 |                 |               |                     |
| Sale Price per Gallon                    | \$ 4.10         | \$ 4.10       | \$ 4.10         | \$ 3.95         | \$ 3.95         | \$ 3.95         | \$ 3.95         | \$ 3.95         | \$ 3.95         | \$ 3.95         | \$ 3.95         | \$ 3.95       |                     |
| 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           |
| <b>2019 - Total Gallons - All Types</b>  | <b>320.93</b>   | <b>575.15</b> | <b>695.67</b>   | <b>798.85</b>   | <b>2,496.56</b> | <b>1,820.46</b> | <b>4,425.08</b> | <b>8,072.15</b> | <b>257.39</b>   | <b>1,548.02</b> | <b>795.53</b>   | <b>462.06</b> | <b>22,267.85</b>    |
| 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%                 |
| <b>2020 - # of Gallons Sold</b><br>100LL |                 |               |                 |                 |                 |                 |                 |                 |                 |                 |                 |               |                     |
| Sale Price per Gallon                    | \$ 4.65         | \$ 4.65       | \$ 4.65         | \$ 4.65         | \$ 4.65         | \$ 4.65         | \$4.65 / \$3.70 | \$ 3.70         | \$ 3.70         | \$ 3.70         | \$ 3.70         | \$ 3.70       |                     |
| Total 100LL                              | 277.55          | 316.99        | 442.51          | 550.37          | 180.28          | 618.57          | 1,378.96        | 1,889.80        | 467.66          | 927.05          | 625.73          |               | 7,675.47            |
| <b>JET-A Fuel</b>                        |                 |               |                 |                 |                 |                 |                 |                 |                 |                 |                 |               |                     |
| Sale Price per Gallon                    | \$ 3.95         | \$ 3.95       | \$ 3.95         | \$ 3.95         | \$ 3.95         | \$ 3.95         | \$3.95 / \$3.30 | \$ 3.30         | \$ 3.30         | \$ 3.30         | \$ 2.990        |               |                     |
| Total JET-A Fuel                         | 755.61          | 262.05        | 957.41          | 670.19          | 2,029.27        | 2,583.47        | 3,780.90        | 2,773.78        | 802.10          | 2,385.57        | 765.23          |               | 17,765.58           |
| <b>2020 - Total Gallons - All Types</b>  | <b>1,033.16</b> | <b>579.04</b> | <b>1,399.92</b> | <b>1,220.56</b> | <b>2,209.55</b> | <b>3,202.04</b> | <b>5,159.86</b> | <b>4,663.58</b> | <b>1,269.76</b> | <b>3,312.62</b> | <b>1,390.96</b> | <b>-</b>      | <b>25,441.05</b>    |
| Difference between 2019 & 2020           | 712.23          | 3.89          | 704.25          | 421.71          | (287.01)        | 1,381.58        | 734.78          | (3,408.57)      | 1,012.37        | 1,764.60        | 595.43          | (462.06)      | 3,173.20            |
| % of Increase or (Decrease)              | 222%            | 1%            | 101%            | 53%             | -11%            | 76%             | 17%             | -42%            | 393%            | 114%            | 75%             | -100%         | 14%                 |

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