

CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING AGENDA

Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin

June 11, 2024 - 8:00 a.m.

2024-2026 Board Members: Chair Chris Dickinson - Marathon County, Vice Chair Julie Morrow - Portage County, Brent Jacobson - Marathon County, Tom Seubert - Marathon County, Lon Krogwold - Portage County, Kurt Kluck - Marathon County, Dave Ladick - Portage County

Mission Statement: *Provide premier access to the world through aviation and be a catalyst for economic growth in our communities.* **Vision Statement:** *To be the airport of choice for central and northern Wisconsin.*

The monthly meeting of the Central Wisconsin Joint Airport Board will have the option for members and the public to call-in via telephone conference. Airport Board members and the public may join the meeting by calling 1-469-480-4192 and enter Conference ID 586 086 871#. The conference line will be open to calls five (5) minutes prior to the meeting start time listed above.

- 1) Call to Order by Chair Dickinson at 8:00 a.m.
 - a) Pledge of Allegiance
- 2) Approval of Minutes of the May 14, 2024 Board Meeting
- 3) Public Comment Period: 15-minute time limit
- 4) Marketing Presentation – Advance Aviation
- 5) Review and Possible Action on Land Lease and Use Amendment with Productivity Advantage, Inc.
- 6) Review and Possible Action on Land Lease and Use Agreement with GFO Aviation, LLC
- 7) Review and Possible Action on City of Mosinee Budget Request
- 8) Staff Reports
 - a) Director Report
 - i) Air Service Update
 - ii) Statistical Report
 - iii) Flight Schedule
 - iv) Legislative Update
 - b) Financial Reports
 - i) Revenues and Expenses
 - ii) Budget Comparison
 - c) Operations and Project Reports
 - i) Update on Airport Operations
 - ii) Update on Airport Projects
- 9) Ovation
 - a) Fixed Base Operator Report
- 10) Adjournment
- 11) Next Scheduled Meeting Date: July 9, 2024 at 8:00 a.m.

Any person planning to attend this meeting who needs some type of special accommodation to participate should call the County Clerk's Office at 715-261-1500 or e-mail countyclerk@co.marathon.wi.us one business day before the meeting.

CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING MINUTES

CENTRAL WISCONSIN AIRPORT TERMINAL

Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin

May 14, 2024 - 8:00 a.m.

Airport Board:	Dave Ladick, Chair Lonnie Krogwold – Excused Brent Jacobson Thomas Seubert	Chris Dickinson, Vice Chair Kurt Kluck Julie Morrow
Staff:	Brian Grefe, Airport Director Julie Ulrick, Badging Coordinator	Mark Cihlar, Assistant Airport Director Dave Drozd, Finance Director
Visitors:	Karl Kemper, Becher Hoppe Jim Vruwink, Central Wisconsin Aviation Josh Harris, Ovation Mike Sueflohn, Ovation	Dejan Adzic – MC Deputy Corporation Counsel Rick Miller, Central Wisconsin Aviation Jason Brickl, Ovation Jim Fredericksen – via phone
Handouts:	None	

Call to Order: Meeting called to order by Chair Ladick at 8:00 a.m.

Welcome New Airport Board Member Brent Jacobson:

Brent Jacobson was welcomed back to the Central Wisconsin Joint Airport Board.

Hold Election of Officers of the Central Wisconsin Joint Airport Board:

Ladick opened the floor to nominations for Chair: ***Motion by Morrow, second by Seubert to nominate Dickinson for the Chair position. Motion by Morrow, second by Kluck to cast a unanimous ballot to elect Dickinson as Chair. Motion carried unanimously.***

The floor was opened to nominations for Vice Chair: ***Motion by Ladick, second by Jacobson to nominate Morrow for the Vice Chair position. Motion by Ladick, second by Jacobson to cast a unanimous ballot to elect Morrow as Vice Chair. Motion carried unanimously.***

Approval of Minutes: ***Motion by Kluck, second by Seubert to approve the minutes of the April 9, 2024 board meeting. Motion carried unanimously.***

Public Comment Period: None.

ROLL CALL VOTE TO GO INTO CLOSED SESSION pursuant to Wis. Stat. 19.85(1)(e) For the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: **Fixed Base Operator Business Plan Negotiations:** 8:03 a.m. ***Motion by Ladick, second by Morrow to move into closed session. Roll call vote: Dickinson, Ladick, Morrow, Kluck, Jacobson, Seubert. All ayes. Moved into closed session.***

MOTION TO RETURN TO OPEN SESSION (No Roll Call vote needed):

9:08 a.m. ***Motion by Jacobson, second by Seubert to return to open session. Motion carried unanimously.***

Review and Possible Action on Fixed Base Operator Transfer Agreement:

The current Fixed Base Operator (FBO) lease with Central Wisconsin Aviation began on January 1, 2023 and was amended in August of 2023 to adjust fees paid to the airport. The term of the lease is 10 years with an option to renew for two additional five-year periods and the lease is transferable. The owner of the FBO recently met with airport staff to notify them of a tentative agreement to sell the FBO. Airport staff reviewed the potential buyer's application and proposed business plan illustrating their vision for the business and their sound financial planning.

A lease transfer would not consider planned or future development, but would approve the transfer of all FBO lease agreements from Central Wisconsin Aviation to the new FBO operator Ovation CWA, LLC. ***Motion by Kluck, second by Ladick to approve the FBO transfers and consent to the Assignment and Assumption of Leases dated on or about May 6, 2024, by and between Central Wisconsin Aviation, Inc. and Ovation CWA, LLC, and acknowledges all rights, title and interests of Ovation CWA, LLC, as assignee of Central Wisconsin Aviation, Inc. under the Leases described therein. Motion carried unanimously.***

Review and Possible Action on General Aviation Terminal Preliminary Design Contract:

Staff have been working with Jviation, a Woolpert Company, on developing a detailed scope of work for preliminary design of the GA terminal facility. The preliminary design effort aids in the development of accurate cost estimates, evaluates federal and state funding eligibility and would submit necessary environmental review documentation to the FAA before moving into the full design effort. The proposed contract is for \$118,700.91 and was negotiated in good faith. The project is anticipated to begin in 2025. ***Motion by Ladick, second by Kluck to approve Task Order No. 1 under the CWA On-Call Airport Architectural Consulting Master Agreement with Woolpert for the preliminary design of a new GA terminal. Motion carried unanimously.***

Staff Reports:

Director Report – Brian Grefe

Air Service Update – Avelo’s planned pause is in effect and operations will resume on June 6th. American and Delta have been steady at three and two daily flights respectively.

AAAE Annual Conference Update – The 2024 AAAE Annual Conference was recently held in Tennessee. General themes revolved around FAA reauthorization, air service challenges, the pilot shortage, essential air service reforms, PFAS transition to the new approved foam and the importance of staying involved in AAAE and their initiatives. There was little discussion on airport workforce, so workforce shortages may be improving.

68th Annual Wisconsin Aviation Conference – October 2-4, 2024 – Madison, WI – Board members are welcome to attend the 68th Annual Wisconsin Aviation Conference. Please let Brian or Julie know if you are interested in attending.

Statistical Report – The statistical report for March shows total operations up 33.3% on the month and up 35.7% on the year. Enplanements saw increases of 39.5% on the month and 34.7% on the year. Load factors ranged from 73.9% to 82.0%. Statistics for April list total operations up 32.2% on the month and up 27.1% on the year. Enplanements were up 36.7% on the month and up 35.2% on the year. Load factors ranged from 69.8% to 78.5%.

Flight Schedule – The flight schedule is down to five daily flights with Avelo’s pause in service. Several charters are coming up and the 48th Never Forgotten Honor Flight is scheduled for May 20th.

Legislative Update – While the Senate continues to make progress on a multi-year FAA reauthorization bill, the House of Representatives today cleared a bill to extend aviation programs and excise taxes through May 17.

Financial Reports – Dave Drozd:

Revenues and Expenses – The CWA annual operating budget was recently uploaded to the county system. Revenues end the month of April at 22.43% of budget, with expenses at 21.02%. The budget summary ends with an 11.9% increase in revenues year-to-date and a 9.6% increase in expenses. The only pandemic era grant remaining active is the concessionaire grant, which expires in June of 2025. That grant is expected to be closed by November of this year. The annual county audit has been postponed, but should be later this week.

Operations & Project Reports – Mark Cihlar:

Update on Airport Operations – Maintenance crews took on the challenge of cleaning out and removing old terminal side landscaping, including the main parking lot, and renewing the areas with new mulch and plants. The project was done very well and will project a positive image for our guests. Last week the annual tabletop exercise was held with local emergency staff to review airport emergency plans. The annual fire rescue training and live burn simulator aircraft will be coming in to conduct annual hands-on fire training for maintenance staff.

Runway Decoupling Project – The last few punchlist items on the runway decoupling project will begin in the next few weeks. It is estimated to last around two weeks and then the project will move to final acceptance.

Tower Rehabilitation Project – Coordination of the tower rehabilitation project is progressing and crews are shooting for tower closure the week after labor day in September. Submittals from contractors are being reviewed and the project is being prepared for. The tower is scheduled to be closed for two weeks and a 9-10 day construction timeframe is anticipated.

2023 Supplemental Discretionary Grant Application – A competitive grant application has been submitted for 2023 AIP supplemental funding. The application was for full design of the GA terminal building estimated costs.

Airport Rescue Fire Fighting Vehicle Bid Results – Two bids were received from two leading manufacturers of airport fire rescue vehicles. The Rosenbauer bid came in around \$900k and Oshkosh at \$1mil. Rosenbauer is a world known manufacturer of custom fire trucks and they are built in Minnesota. Staff have heard good things from other airports on quality of their equipment. Staff are working with the state to finalize the application for AIP entitlement funding. Lead time after the grant is received is over 400 days and truck would likely be ready the end of 2025.

Central Wisconsin Aviation – Fixed Base Operator Report:

Jason Brickl shared they plan on pre-closing on the fixed base operator purchase this Thursday and final closing on Friday.

Adjournment: 9:44 a.m. Motion by Ladick, second by Kluck to adjourn. Motion carried unanimously.

Next Scheduled Meeting Date: June 11, 2024 at 8:00 a.m.

Julie Ulrick, Recording Secretary



Agenda Item Summary

Airport Board Meeting Date: June 11, 2024

Agenda Item Title: #5 Review and Possible Action on Land Lease and Use Amendment with Productivity Advantage, Inc.

Staff Responsible: Brian Grefe, Airport Director

Background: Productivity Advantage, Inc. (PA) has held a Lease and Use Agreement with the Central Wisconsin Joint Airport Board and owned a hangar since 2021. When the Lease was originally signed there was a strip of land reserved for a Right of First Refusal (R.O.F.R.). The R.O.F.R. was reserved for a potential hangar expansion.

Since that time, a third party has expressed interest in leasing the R.O.F.R. property along with additional land for construction of a new hangar adjacent to PA's hangar. PA has exercised their Right of First Refusal and accepted the offer to lease the R.O.F.R. property as specified in the agreement.

As per the agreement, the terms of this agreement are consistent with what is being offered to the third party.

Timeline: This lease will be effective July 1, 2024, and run coterminous with the underlying Lease and Use Agreement.

Financial Impact: Based on 2024 fees, PA's total lease amount will increase by \$4,356 per year.

Contributions to Airport Goals: This amendment directly aligns with the 2024 Annual Goal #4 "Grow Aviation". More specifically, there is a sub-goal of "Expand General Aviation."

Recommended Action: Airport staff recommend approval of Addendum 3 to Land Lease and Use Agreement (Use and Lease of Right of First Refusal).

Attachment(s) Addendum 3 to Land Lease and Use Agreement.

**ADDENDUM 3 TO LAND LEASE AND USE AGREEMENT
(USE AND LEASE OF RIGHT OF FIRST REFUSAL)**

THIS ADDENDUM 3 (“Addendum 3”) is made and entered into this First day of July, 2024 (the “Addendum 3 Effective Date”), by and between the County of Marathon and the County of Portage, quasi-municipal corporations of the State of Wisconsin, by their Joint Airport Board, hereinafter referred to as “Airport”, and “Productivity Advantage, Inc.”, (hereinafter referred to as “PA”), a limited liability corporation with its office and address being 960 Taxi Way, Mosinee, WI 54455.

WITNESSETH:

WHEREAS, Airport is a public body charged with the operation of the Central Wisconsin Airport in the City of Mosinee, Wisconsin, and now owns or holds under lease, with power to grant rights with respect thereto, certain property, known as the Central Wisconsin Airport: and

WHEREAS, PA and Airport have entered into a lease agreement relative to the lease of certain hangar space with the effective date of August 1, 2021 on Airport Property (“Original Lease”), Addendum to Land Lease and Use Agreement dated August 1, 2021 (“Addendum 1”), Addendum 2 to Land Lease and Use Agreement dated August 1 2021 (“Addendum 2”)(the Original Lease, Addendum 1, and Addendum 2 collectively referred to as the “Lease” or “the Lease”, or “Lease Agreement”) ; and

WHEREAS, PA has chosen to exercise its Right of First Refusal as detailed in Addendum 2 and Airport acknowledges the exercise.

WHEREAS, the parties have agreed the ROFR Property shall become part of the Lease Premises and all terms and conditions of the Lease are applicable to the ROFR Property.

NOW, THEREFORE, THE PARTIES AGREE:

I. INCORPORATION OF TERMS

This document is entered into by the parties as an Addendum 3 to the Lease and entered into between the parties (“Addendum 3”). All terms and conditions of this Addendum 3 are incorporated into the Lease as if set forth therein in full. This Addendum 3 shall serve as an Amendment in writing as required by Section 38 of the Lease. This Addendum 3 is set forth to more specifically outline the agreement between the parties as to the license, construction and maintenance of the Licensed Premises on land owned by Airport, and the parties agree that this Addendum 3, upon execution, shall be incorporated into the parties’ Lease as if set forth there in full. All provisions of the underlying Lease not specifically mentioned within this Addendum 3 are nonetheless incorporated herein as if set forth in full and extend to, and are applicable upon, the added ROFR Property in this Addendum 3.

II. DESIGNATION OF SITE

PA and Airport, hereby designate the definition of Leased Premises in the Lease to include the ROFR Property as defined in Section II of ADDENDUM 2, for the purpose of increasing the Leased Premises and to adjust the building rent to actual constructed size.

Section 1 – Leased Premises. The following shall be added to Section 1 of the Lease:

b) the ROFR Property as defined in Section II of Addendum 2 of this Lease.

III. BUILDING SPACE RENT

Section -5 Rentals and Fees. Subsection 1 regarding the rent payment pertaining to that certain area of land where the building is constructed shall be stricken in its entirety and replaced with the following language:

1. Lessee agrees to pay to the Airport, in advance and without demand or invoice, on the first day of each month the following amounts for the rental of structure, apron, land and vehicle parking herein leased (See Exhibit A):
 - a) Structure: For the structure, Lessee shall pay \$27,885.61 (\$2,323.80 per month starting on the Addendum 3 Effective Date. This amount is based upon \$0.5574 per square foot per year for space leased (50,028 sq. ft.) as described in Section 1 herein. (Thus, $50,028 \text{ sq. ft.} \times \$0.5574 = \$27,885.61$ /yr. divided by 12 = \$2,323.80 month.)
 - b) Land and Parking: For the land and parking, Lessee shall pay \$58,000.60 (\$4,833.38 per month). This amount is based upon \$0.2697 per square foot per year for land leased (215,056 sq. ft.) as described in Section 1 herein. (Thus, $215,056 \text{ sq. ft.} \times \$0.2697 = \$58,000.60$ /yr. divided by 12 = \$4,833.38 per month.)
 - c) Rates are subject to fee adjustments every five years based on current Airport Rates and Charges as amended from time-to-time. Rate adjustments shall be provided to Lessee in writing thirty (30) days prior the conclusion of the five-year adjustment period.
 - d) CPI Index. Beginning on March 1, 2025, and for each Lease Year thereafter, the rental amounts for the Leased Premises shall be adjusted in accordance with Consumer Price Index – National Index for All Urban Consumers for the previous calendar year but will never decrease.

IV. FULL FORCE AND EFFECT

Except as hereinabove provided, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

LESSEE: Productivity Advantage, Inc.

By: _____

Todd Schroeder

Productivity Advantage Treasurer

Date:

By: _____

Christopher C. Dickinson

Central Wisconsin Joint Airport Board Chair

Date:



Agenda Item Summary

Airport Board Meeting Date: June 11, 2024

Agenda Item Title: #6) Review and Possible Action on Land Lease and Use Agreement with GFO Aviation, LLC

Staff Responsible: Brian Grefe, Airport Director

Background: GFO Aviation has had an aircraft based at the airport for a few years. It is currently being stored by the FBO, Ovation, in one of their leased hangars. CWA staff have been working with GFO Aviation for over a year to expand their operation into their own hangar.

GFO Aviation intends to construct a 23,682 square foot hangar to the east of the Productivity Advantage hangar. This location was chosen as the preferred option due to the size of the facility and height constraints. It is consistent with the planned development in the recently approved Terminal Area Master Plan.

The Land Lease and Use Agreement presented today has been negotiated in good faith. The lease terms and commitments are consistent with other tenants in the area. Marathon County Corporation Counsel was consulted in the development of the Land Lease and Use Agreement and both addenda.

There are provisions for a privately owned fueling system. GFO will not be installing any fuel system at this time. Any such installation, if chosen later, will comply with current Airport Rules and Regulations.

Timeline: GFO Aviation intends to start construction as soon as possible. There are still a few more needed approvals before the construction can start such as City of Mosinee Plan Commission Approval. This is a twenty-year agreement with two additional five-year extensions based on the then current airport rates and charges.

Financial Impact: Based on current airport rates and charges, this lease will generate an additional \$44,380.09 in annual airport revenue based on current rates. There is an annual CPI-U adjustment built into the agreement.

It is anticipated that personnel and maintenance expenses, such as snow removal, will increase because of this agreement. The airport will need to ensure that common areas leading to the leased premises are clear of snow and ice in a reasonable manner and in accordance with the snow and ice control plan. The airport is responsible for snow removal along Flightline Drive.

Contributions to Airport Goals: This Land Lease and Use Agreement directly aligns with the 2024 Annual Goal #4 "Grow Aviation". More specifically, there is a sub-goal of "Expand General Aviation."

Recommended Action: Airport staff enthusiastically recommends the Central Wisconsin Joint Airport Board to approve the Land Lease and Use Agreement with GFO Aviation, LLC.

Attachments: LAND LEASE AND USE AGREEMENT, ADDENDUM TO LAND LEASE AND USE AGREEMENT (TAXILANE CONSTRUCTION, MAINTENANCE, AND USE), ADDENDUM 2 TO LAND LEASE AND USE AGREEMENT (RIGHT OF FIRST REFUSAL)



LAND LEASE AND USE AGREEMENT

between

Central Wisconsin Airport Joint Airport Board

and

GFO Aviation, LLC

AIRPORT LEASE
GFO Aviation, LLC

THIS LEASE (“**Lease**”) is, made and entered into this 1st day of July, 2024, (hereinafter referred to as “Effective Date”) by and between the County of Marathon and the County of Portage, quasi-municipal corporations of the State of Wisconsin, by their Joint Airport Board, hereinafter referred to as “Airport” and “(GFO Aviation, LLC)”, (hereinafter referred to as “**Lessee**”), a corporation with its office and address being 303 Ross Ave. Schofield, WI 54476

WITNESSETH:

WHEREAS, Airport is a public body charged with the operation of the Central Wisconsin Airport in the City of Mosinee, Marathon County, Wisconsin, and now owns or holds under lease, with power to grant rights with respect thereto, certain property, known as the Central Wisconsin Airport; and

WHEREAS, the Lessee desires to lease certain premises and facilities on the Airport, and to obtain certain rights in connection with, and on, said Airport, more fully described hereinafter; and

WHEREAS, Airport deems it advantageous to itself and its operation of said Airport to grant and lease unto Lessee the premises described below, and to grant certain rights upon the terms and condition hereinafter set forth.

NOW, THEREFORE, THE PARTIES AGREE:

DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Lease:

1. "Airport" shall mean the Joint Airport Board existing under the laws of the State of Wisconsin that controls, operates, and maintains CWA.
2. "Airport Certification Manual" shall mean the manual for CWA that provides methods for meeting the certification requirements specified in Title 14 CFR Part 139, Certification of Airports.
3. "Airport Director" shall mean the Airport Director of CWA, or his or her designee.
4. "Airport Security Program (ASP)" shall mean a security program approved by the Transportation Security Administration (TSA) under Title 49 CFR Part 1542.
5. "Award" means all compensation, sums or anything of value awarded, paid, or received on a total or partial condemnation.
6. "Condemnor" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.
7. "Condemnation" means (a) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemnor and (b) a voluntary sale or transfer by the Airport to any condemnor,

- either under threat of condemnation or while legal proceedings for condemnation are pending.
8. "Date of Taking" means the date the condemnor has the right to possession of the property being condemned.
 9. "Hazardous materials" shall have the meaning given in Wisconsin Statutes, section 299.62(1)(c), and 46 USC 2101(17).
 10. "Joint Airport Board" shall mean the Board responsible for overseeing CWA operations.
 11. "Leasehold Improvements" shall mean all improvements, including the Project (described below) and equipment which are affixed to the Leased Premises, and which cannot be removed without damage to the Premises, and does not include Trade Fixtures or Lessee's Personal Property. Value for such Leasehold Improvements shall be the Book Value determined by initial investment and any additional investments minus straight-line depreciation for a period of 20 years from the date construction or installation commences.
 12. "Lease Year" shall mean means a period of twelve (12) consecutive calendar months, commencing on March 1 of each year.
 13. "Minimum Standards" shall mean a set of standards by which tenants at CWA are held to compliance on consisting of commercial operating requirements, lease requirements, minimum insurance, and other pertinent requirements. The Airport's Minimum Standards are amended from time to time by the Airport.
 14. "Non-commercial aircraft" shall mean aircraft that are not leased, rented, or chartered for compensation or hire, excluding flight instruction and training,
 15. "Personal Property" shall mean all movable property of the Lessee, including office furniture, office equipment, and office supplies.
 16. "PFAS" shall mean per- and polyfluoroalkyl substances (PFAS) are a group of man-made chemicals that includes PFOA, PFOS, GenX, and many other chemicals.
 17. "Refurbish" or "Refurbishment" shall mean the routine repainting or redecoration within the Leased Premises, as necessary, including the replacement or repair of worn carpet, tile, furniture, or furnishings.
 18. "Rules and Regulations" shall mean airport-related rules and regulations which are adopted (and amended from time to time) for the purpose of controlling operations at CWA.
 19. "Signatory Authority" shall mean a single individual tasked with overseeing Lessee's access control cards. The Signatory Authority shall have the same access privileges for which they are authorized signature control over.
 20. "Structural Maintenance" shall mean the physical structure of the building upon which all other attributes of the building depend on. Structure shall not be construed to include doors, openings, gates, fixtures, wall coverings, floors, ceilings, roofs, or other non-structural elements.
 21. "Trade Fixtures" shall mean all non-affixed items, except expendables and Personal Property, which can be removed without damage to the Leased Premises, including cash registers, safes, patron tables and chairs, display fixtures, and the like.

SECTION 1 – LEASED PREMISES

1. Airport, for and in consideration of the terms, conditions, and covenants of this Lease to be performed by Lessee, hereby leases to Lessee the following described premises on the CWA:
 - a) Containing a portion of the real property located on the Airport upon which Lessee will construct a hangar, together with additional land for parking, landscaping, access and utilities, consisting of a total of 139,291 sq. feet (23,682 sq. ft. developed area, 115,609 sq. ft. undeveloped area) and further shown in Exhibit A (hereinafter, the “Leased Premises” or “Premises” or “premises”). Lessee shall have the non-exclusive right, in common with Airport and others to whom Airport may grant such rights, in its sole and absolute discretion, to use and enjoy those access ways, runways, taxiways, aprons, roadways, paved areas, and other conveniences of the take-off, flying and landing of aircraft, and other improvements, areas and real estate located on CWA as Airport may designate from time to time as being for the common use and enjoyment of all invitees to CWA and tenants of the Airport (hereinafter referred to as the “Common Areas”). Notwithstanding any provision contained herein to the contrary, Airport shall have the right from time to time to add, remove, alter, modify, reconfigure, reduce, promulgate rules regarding, restrict, unrestrict or relocate the Common Areas without the necessity of obtaining Lessee’s consent or approval; provided, however, Airport shall not in the exercise of such rights, (a) materially and adversely impair Lessee’s access to the Leasehold Improvements, other than on a temporary basis, or (b) cause the Leasehold Improvements to cease to comply with applicable law in any material respect; provided, that Airport’s activities shall not materially interfere with Lessee’s ability to use the Leased Premises, and Airport covenants and agrees that at all times Lessee and invitees shall have nonexclusive access to the Common Areas, the Leased Premises and the Leasehold Improvements (subject to temporary closures or restrictions for repair, restoration, reconstruction and maintenance work and subject to applicable security laws and regulations including, but not limited to 49 CFR Part 1540 and 49 CFR Part 1542).
2. Lessee agrees that its Leased Premises have been inspected by Lessee and are accepted and will be occupied by Lessee on an “as is” basis. The Lessee specifically waives any covenants or warranties regarding the Leased Premises, including but not limited to any warranty of suitability and warranty of fitness. Airport and Lessee shall mutually agree to any increases in the amount of space leased herein.

SECTION 2 - TERM

Subsection 2.1 Primary Term: The term of this Lease is for a twenty (20) year period commencing on July 1, 2024 and terminating on June 30, 2044 unless sooner terminated or canceled as hereinafter provided.

Subsection 2.2 Extended Term: Lessee has the option to renew this lease for two (2) 5-year extensions.

Exercise of each of these options shall be made in writing at least 180 days prior to expiration of the then current term.

SECTION 3 - USES, PRIVILEGES, AND OBLIGATIONS

Lessee shall have the following uses, privileges, and obligations in connection with its use of the Leased Premises:

1. The right to use the premises for a non-commercial aircraft storage hangar, including the right to store all equipment necessary for the use of the Lessee's airplane(s). The Lessee shall complete construction of said hangar no later than 24 months following the execution of this lease.
2. Said premises are not to be used for any business or purpose other than that authorized herein without the written consent of Airport; this is a non-commercial lease agreement.
3. It is understood by Airport and Lessee that at the execution of this Lease, no airplane hangar, lounge, or office exist on the Leased Premises.
4. The right of ingress and egress to and from the Leased Premises, over Airport roadways, is subject to such rules and regulations as may be established by Airport as respecting such use and subject to law.
5. The non-exclusive use, in common with others authorized to do so, of the Airport facilities, subject to uniform Rules and Regulations and Minimum Standards of Airport, which are made a part of this Lease. If this Lease and the Rules and Regulations or Minimum Standards conflict, the Rules and Regulations and Minimum Standards take precedence.
6. Lessee shall install no signs on or about the Leased Premises without the prior written approval of the Airport Director, said approval being solely discretionary with the Airport Director.

SECTION 4 - RESTRICTIONS ON USES AND PRIVILEGES

Subsection 4.1 Standards and Privileges. The Leased Premises shall be used only for the purposes specified in this Lease and in accordance with Airport Minimum Standards and Rules and Regulations as amended from time to time. Lessee understands and agrees that Airport has the right to grant additional privileges under separate leases and agreements with other companies.

Subsection 4.2 Compliance with Federal Aviation Regulations and Security Requirements. Lessee agrees to comply with Federal Aviation Regulations and Federal Airport Security Regulations, including but not limited to 49 CFR Part 1542 and 14 CFR Part 139, and the Airport's policies as outlined in Airport's Federal Aviation Administration approved Airport Certification Manual and the Transportation Security Administration approved Airport Security Program. Lessee further agrees that any fines levied upon the Airport or Lessee through enforcement of these regulations because of acts by Lessee's employees, agents, suppliers, guests, or patrons shall be borne by Lessee to the extent said acts contributed to said fines.

SECTION 5 – RENTALS AND FEES

1. Lessee agrees to pay to the Airport, in advance and without demand or invoice, on the first day of each month the following amounts for the rental of structure, apron, land and vehicle parking

herein leased (See Exhibit A):

- a) Structure and Apron: For the structure and aircraft parking apron, Lessee shall pay 1,100.03 per month in year one. This amount is based upon \$0.5574 per square foot per year for space leased (23,682 sq. ft.) as described in Section 1 herein. (Thus, 23,682 sq. ft. X \$0.5574 = \$13,200.35/yr. divided by 12 = \$1,100.03 per month.)
 - b) Land and Vehicle Parking: For the land and vehicle parking, Lessee shall pay \$2,598.31 per month. This amount is based upon (\$0.2697) per square foot per year for land leased (115,609 sq. ft.) as described in Section 1 herein. (Thus, 115,609 sq. ft. X \$0.2697 = \$31,179.75/yr. divided by 12 = \$2,598.31 per month.)
 - c) Rates are subject to additional fee adjustments every five years, up or down, based on current Airport Rates and Charges as amended from time-to-time. Rate adjustments shall be provided to Lessee in writing thirty (30) days prior the conclusion of the five-year adjustment period.
 - d) CPI Index. Beginning on March 1, 2025 and for each Lease Year thereafter, the rental amounts for the Leased Premises shall be adjusted in accordance with the Consumer Price Index – National Index for All Urban Consumers for the previous calendar year but will never decrease.
2. Parties to this Lease understand and agree that the CPI adjustment will be effective on March 1, 2025 and each successive March 1st during the Term of this Lease.
 3. Lessee agrees to pay all amounts due the Airport in a timely manner. Unpaid amounts over ten (10) days past due shall accrue interest at the rate of One and a Half Percent (1.5%) per month, plus a late payment fee of \$50.00.
 4. The acceptance by Airport of any payment made by Lessee shall not preclude Airport from verifying the accuracy of payments or from recovering any additional payment actually due from Lessee.
 5. In the event that the commencement or termination of the terms, with respect to any of the particular premises, facilities, rights, licenses, services, and privileges herein provided, falls on any date other than the first or last day of a calendar month the applicable rentals, fees, and charges for that month shall be paid pro-rata according to the number of days in that month during which said privileges were enjoyed.
 6. Payment of rent shall commence on the first day of the calendar month following the sooner of, (1) start of excavation of Leasehold Improvements on the Leased Premises including excavation for hangar and paved areas, or (2) six (6) months following date of execution.
 7. Any and all payments due to the Airport by Lessee shall be remitted to the following address:
Marathon County Treasurer
c/o Central Wisconsin Airport
100 CWA Dr. Suite 227

SECTION 6 – DEFAULT

If Lessee (1) fails to pay rent or any other payment past due hereunder within 30 days after receipt of written notice of a past due account, or (2) fails to commence immediately to keep and perform any of its other covenants and agreements within 30 days after receipt of written notice, or (3) fails to continue to complete any of its covenants and agreements after performance is commenced, or after the filing of any petition, proceedings, or action by or for Lessee under any insolvency, bankruptcy, or reorganization act of law, or (4) voluntarily discontinues occupancy of the facilities constructed upon the Leased Premises for a period of 120 days, unless otherwise agreed to by Airport and Lessee, or (5) fails to provide the security deposit described in Section 7 as and when required, then at the election of Airport:

1. Without terminating this Lease, the Airport may reenter the Leased Premises and improve and relet all or any part of it to others. Lessee shall promptly reimburse Airport for any deficiency in rentals received or other payments received under such subletting, as compared to Lessee's obligation hereunder, including costs of renovation and administrative fee of fifteen percent (15%) paid to Airport for all sublease rentals received.
2. At any time before or after reentry and reletting as provided above, Airport may terminate Lessee's rights under this agreement, without any restriction upon recovery by Airport for past due rentals and other obligations of Lessee. In the event the lease is terminated, Airport takes title to the hangar as set forth in Section 10, below.
3. Airport shall have all additional rights and remedies as may be provided to landlords by law.

Failure of the Lessee to commence Leasehold Improvements on the Leased Premises within twenty-four (24) calendar months following date of execution shall result in termination of this Lease. Notification of termination shall be provided in advance by either party, Airport or Lessee, with the effective day of termination the first day of the next calendar month. All rental fees and terms of the Lease remain in full force and effect until the date of termination.

SECTION 7 – SECURITY DEPOSIT

1. Prior to occupancy, Lessee shall provide to Airport a security deposit in the amount of Lessee's rental payment owed for a six month period. Such deposit may be in the form of a bond issued by a bonding company duly authorized to do business in the State of Wisconsin, an irrevocable letter of credit or such other form of deposit as may be deemed appropriate by Airport.
2. Failure to provide such security deposit to the Airport shall constitute an event of Default. Document(s) evidencing this deposit must provide that the same shall remain in full force and effect for a period of 60 days following termination or cancellation of this agreement as is herein provided.
3. If payments required by Lessee under the terms of this Lease are not made in accordance with the payment provisions of this Lease, the Airport shall have the right to forfeit, take, and use so much of such deposit as may be necessary to make such payment in full, and Lessee shall immediately restore the Security Deposit to its former or adjusted level.

SECTION 8 - AIRPORT INVESTMENT

Airport shall perform the initial site survey to coordinate building site placement and approximate utility locations, update and pursue FAA approval for amended Airport Layout Plan, and perform necessary surveys for FAA form 7460-1 "Notice of Construction or Alteration on Airport", and legal descriptions necessary for lease completion.

SECTION 9 - INSTALLATION OF INITIAL INVESTMENT AND CAPITAL IMPROVEMENTS AND DESIGN, FURNISHING, AND EQUIPPING OF PREMISES

1. General. Any improvements to be made to or upon the Leased Premises by Lessee including the initial investment, and any subsequent alterations or additions to such improvements, shall be subject to the prior written approval of Airport Director. Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, herein called the "Deliverables", shall be submitted to and receive the written approval of Airport Director before any work or construction is commenced. Standards of design and construction shall be complied with in connection with all such work, facilities, and improvements; and all construction shall conform to the general architectural requirements of Airport Director as established for each improvement program. Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to Airport Director for review prior to commencement of construction; after final approval by Airport Director, Airport Director shall return to Lessee one (1) approved copy for Lessee's records and shall retain one (1) approved copy as an official record thereof.
2. Improvements Conform to Statutes, Ordinances, Etc. All improvements, furniture, fixtures, equipment, and finishes, including the plans and specifications therefore, constructed or installed by Lessee, its agents, or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and Rules and Regulations, and public bidding laws. Any approval given by Airport shall not constitute a representation or warranty as to such conformity; responsibility therefore shall at all times remain with Lessee.
3. Approvals Extend to Architectural and Aesthetic Matters. Approval of Airport shall extend to and include architectural and aesthetic matters and Airport reserves the right to reject any layout or design proposals submitted, provide reason for rejection to Lessee, and to require Lessee to resubmit any such layout or design proposals until they meet Airport Director approval.
4. Disapprovals. In the event of disapproval by Airport of any portion of any plans or specifications, Lessee shall promptly submit necessary modifications and revisions thereof for approval by Airport Director. Airport agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No changes or alterations shall be made in said plans or specifications after initial approval by Airport, and no alterations or improvements shall be made to or upon the Leased Premises without the prior written approval of Airport Director.
5. Provision of As-Built Drawings. Upon completion of any construction project, Lessee shall

provide Airport two (2) completed sets of as-built drawings in reproducible form as specified by Airport. Lessee agrees that, upon the request of Airport, Lessee will inspect the Leased Premises jointly with Airport to verify the as-built drawings.

SECTION 10 - TITLE TO IMPROVEMENTS, STRUCTURAL ALTERATIONS, ETC.

Subsection 10.1 Title during Term of Lease. During the term of the Lease and any renewal or extension, title to all Leasehold Improvements that are placed on the Airport's real estate shall be vested with the Lessee.

Subsection 10.2 Title upon Expiration. In the event this Lease expires without renewal or extension, Lessee shall remove the improvements and restore the site to a condition acceptable to the Airport within 120 days following the expiration of this lease, unless Lessee and the Airport agree that the improvements may remain as is, in which case Lessee agrees to execute all appropriate documents to vest Title to the improvements to the Airport, at no cost to Airport. In the event Airport and Lessee do not agree to allow the improvements to remain as is, and Lessee fails to remove the improvements under the terms herein, Airport shall have the right to remove, or cause to be removed, the improvements, at Lessee's expense, and Lessee shall, on demand, reimburse Airport for said expenses including, but not limited to, all related costs, attorneys' fees and other fees incident to said removal.

Subsection 10.3 Title upon Termination Prior to Expiration.

1. In the event this Lease is terminated prior to expiration due to physical loss or damage to Leasehold Improvements,
 - a. Airport and Lessee may agree to allow the improvements to remain "as is," in which case, Lessee agrees to execute all appropriate documents to vest Title to the improvements to the Airport, at no cost to Airport.
 - b. If Airport and Lessee do not agree to allow the improvements to remain "as is," Lessee shall remove, or cause to be removed, the improvements, at Lessee's expense. If Lessee fails to remove the improvements under the terms herein, Airport shall have the right to remove, or cause to be removed, the improvements, at Lessee's expense, and Lessee shall, on demand, reimburse Airport for said expenses including, but not limited to, all related costs, attorneys' fees and other fees incident to said removal.
2. In the event this Lease is terminated for any reason other than physical loss or damage to the Leasehold Improvements prior to expiration and provided the parties have not agreed to a new Lease, as set forth below, title to the leasehold improvements or structural alterations shall immediately revert to Airport.

Subsection 10.4 Construction of New Facility. In the event Lessee desires to construct a new hangar or remodel the existing facility, Lessee shall notify Airport of its intentions no later than 120 days prior to the commencement of said improvements. Lessee 1) retains the ability to carry out the terms of the Lease, or 2) may terminate the Lease and execute a new lease agreement. Termination of this Lease shall be the start date of the new facility. Termination of this Lease shall be provided for in the new lease agreement. If Lessee does not terminate this Lease and execute a new lease agreement, the terms of this lease continue to apply to the development of a new facility or facility improvements under this subsection,

including, but not limited to, all approvals from Airport Director as required under Section 9.

SECTION 11 - MAINTENANCE OF PREMISES

Subsection 11.1 Airport Maintenance Obligations.

1. General Maintenance and Operation. Airport agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the Common Areas.
2. Maintain Access. Airport shall maintain all airport-owned roads on the Airport giving access to the Premises in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Premises over said roads at all times except as provided in this Lease.
3. Snow Removal. Airport shall remove snow, at no cost to Lessee, on Common Areas and paved surfaces up to a distance of five (5) feet from the perimeter of Leased Premises and in accordance with the Airport Certification Manual, which specifies a priority system on when snow will be removed.

Subsection 11.2 Lessee's Maintenance Obligations.

1. Lessee's General Obligations. Except as provided in this Lease, Lessee shall be obligated, without cost to Airport, to maintain the Leased Premises and every part thereof in good appearance, repair, and safe condition. Lessee shall maintain and repair all Leasehold Improvements on the Leased Premises and all structures, furnishings, fixtures, and equipment therein, whether installed by Lessee or by others. All such maintenance and repairs shall be at least of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Airport Director.
2. Modifications. Any modification to the building or improvements (except for minor refurbishments) on the property requires advance written approval from the Airport Director.
3. Hazardous Conditions. Upon discovery, Lessee shall immediately give oral notice to Airport of any hazardous or potentially hazardous conditions in the Leased Premises. Any hazardous or potentially hazardous condition in the Leased Premises shall be corrected immediately at no cost to Airport. At the direction of said Director, Lessee shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.
4. Trash and Refuse. Lessee shall provide, at no cost to Airport, a container for the adequate sanitary handling of all trash and other refuse caused as a result of the operation of the Leased Premises. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Lessee shall keep any areas used for trash and garbage storage prior to removal from Airport in a clean and orderly condition so as not to unduly attract rodents, pests, or birds, or create an offensive odor.
5. Transporting Trash and Refuse. In transporting trash and refuse from the Leased Premises, Lessee shall ensure that trash is not strewn around while taking refuse to the dumpsite. Such disposal shall take place during hours as may be approved by the Airport.
6. Snow Removal. Lessee shall be responsible for the removal of snow on the Leased Premises.

7. Exterior Lighting. All exterior lighting on the hangar and leased premise shall be provided by Lessee and limited only to LED Lighting in 5000k color temperature. Any installation or modification of lighting requires advance written approval from the Airport Director
8. Apron Lighting. Lessee shall provide, at no cost to the airport, lighting in sufficient quantity to illuminate Lessee's apron from dusk till dawn.

SECTION 12 - LIENS, MORTGAGE

Lessee shall not allow any liens or encumbrances to be attached to the Leased Premises.

SECTION 13 – UTILITIES AND OPERATION OF LEASED PREMISES

Subsection 13.1 Utilities in Leased Premises. Lessee shall provide the Leased Premises with heating, air conditioning, electrical services, telephone or communication system services, water services, and technology services at Lessee's expense. Lessee agrees to provide for Lessee's connections with utilities and to make separate arrangements with the agencies responsible for these utilities. Lessee shall pay for all utility services supplied to Leased Premises and install and pay for standard metering devices for the measurement of such services.

Subsection 13.2 Airport Utilities. Airport shall have the right, without cost to Lessee, to install and maintain in, on or across the Leased Premises, sewer, water, gas, electric, steam and telephone lines, electric substations, railroad trackage, street widening or other installations necessary to the operation of the Airport, or to service other tenants of Airport. Provided, however, that Airport shall carry out such work and locate any above-ground structures and tracks in a manner so as not to unreasonably interfere with Lessee's use of the premises.

SECTION 14 - ENVIRONMENTAL

Subsection 14.1 Storage. Lessee shall not cause or permit any Hazardous Materials to be stored or used on or about the premises by Lessee, its agents, employees, licensees or contractors, except in compliance with Environmental Laws, as hereinafter defined, and approved in advance by Airport Director.

Subsection 14.2 Compliance. Lessee shall comply with all local, state, and federal laws, ordinances, regulations, and orders relating to industrial hygiene, environmental protection, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials, (collectively, "Environmental Laws") on or about the premises.

Subsection 14.3 Handling of Hazardous Materials.

1. Lessee shall, at its expense, procure, maintain, and comply with any necessary permits, licenses, and other governmental and regulatory approvals required for Lessee's use of the Leased Premises, including, without limitation, discharge of materials or wastes into or through any storm or sanitary

sewer serving the Leased Premises. Lessee shall in all respects handle, treat and manage any and all Hazardous Materials on or about the Leased Premises in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous Materials including but not limited to the intentional discharge of firefighting foam containing PFAS for the purpose of protecting Lessee's aircraft, hangar, vehicles or other belongings. Except for lawful discharges, approved in advance by Airport Director, emissions, or releases of Hazardous Materials, Lessee shall cause any spent or waste Hazardous Materials it generates to be removed from the Premises and to be properly managed in compliance with Environmental Laws. Upon the expiration or earlier termination of the term of its Lease except for lawful or de minimis releases of Hazardous Materials, Lessee shall cause all Hazardous Materials it owns, possesses, controls or is otherwise responsible for to be removed from the Leased Premises in compliance with all applicable Environmental Laws; provided, however, that Lessee shall not enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to such Hazardous Materials in any way connected with the Leased Premises, without first notifying the Airport Director of Lessee's intention to do so and affording the Airport Director ample opportunity to appear, intervene, or otherwise appropriately assert and protect the Airport's interest with respect thereto.

2. If at any time Lessee shall become aware, or has reasonable cause to believe, that any Hazardous Material used, owned, possessed or controlled by, or for which the Lessee is responsible for, has come to be located on or about the premises in violation or potential violation of Environmental Laws, or has been released or discharged into the environment in violation or potential violation of Environmental Laws, the Lessee shall, immediately upon discovery of the presence or suspected presence of the Hazardous Material, provide the Airport Director with written notice of that condition. In addition, Lessee shall immediately notify the Airport Director in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened against Lessee concerning its unlawful use or release of any Hazardous Material on the premises pursuant to any Environmental Laws, (2) any claim or threatened claim by any person against Lessee or its use of the premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from the unlawful use of any Hazardous Materials on the premises by the Lessee, and (3) any reports made by the Lessee to any local, state, or federal environmental agency arising out of or in connection with any allegations of violation or potential violation of Environmental Laws associated with Hazardous Materials used on, or removed from, the premises by the Lessee, including any complaints, notices, warnings, or asserted violations in connection therewith. Lessee shall also supply to the Airport Director as promptly as possible, and in any event within five (5) calendar days after Lessee first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations in connection therewith. Lessee shall promptly deliver to the Airport Director copies of hazardous waste manifests concerning its lawful disposal of all Hazardous Materials generated and removed from the premises by the Lessee. Lessee shall not enter into any settlement agreement, consent decree, or other compromise with respect to any

complaints, notices, warnings, or asserted violations relating to disposal or unlawful release of Hazardous Materials in any way connected with the Leased Premises, without first notifying the Airport Director of Lessee's intention to do so and affording the Airport Director ample opportunity to appear, intervene, or otherwise appropriately assert and protect the Airport's interest with respect thereto.

3. Lessee assumes the risk and shall bear financial responsibility for all reasonable investigation costs incurred in connection with any unlawful release of Hazardous Materials on the Leased Premises by the Lessee and any associated costs of any required repair, cleanup, decontamination or remediation of the premises and the preparation and implementation of any required closure, remediation, or other required action in connection therewith. Lessee's obligations under this Paragraph shall survive the expiration or earlier termination of the term of the Lease.

Subsection 14.4 Indemnification. Except to the extent caused solely by the Airport, its agents or employees, Lessee shall indemnify, and hold harmless the Airport, its officers, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages, costs, or expenses (including reasonable attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to the premises or any property whatsoever, arising from the Lessee's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in this Lease. Lessee's obligation under this Paragraph shall include any and all reasonable investigation costs incurred in connection with any unlawful release of Hazardous Materials on the premises by the Lessee, and any associated costs of any required repair, cleanup, decontamination or remediation of the premises and the preparation and implementation of any required closure, remediation, or other required action in connection therewith. Lessee's obligations under this Paragraph shall survive the expiration or earlier termination of the term of the Lease.

SECTION 15 - SIGNS AND ADVERTISING

Subsection 15.1 Definitions of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, lessee logos, advertising or promotions, photographs, art displays, racks, stands, trade fixtures, pedestal signs, or other displays of products that are located on the exterior of the Leasehold Improvements.

Subsection 15.2 Installation and Maintenance. Lessee may install and maintain appropriate signs on the Leased Premises and outside the Leased Premises under the following conditions:

1. Lessee will submit to the Airport the size, design, content, and intended location of each and every sign it proposes to install.
2. Lessee may not install any signs without specific prior written approval of the Airport Director.
3. Handwritten or hand lettered signs are prohibited.

Subsection 15.3 Removal and Modification of Signs.

1. Upon the expiration or sooner termination of this Lease, Lessee shall, remove any and all identification signs and similar devices placed by Lessee on or in the Leased Premises. In the event of the failure on the part of Lessee to so remove each and every sign as requested by the Airport Director, the Airport Director may perform such work and, upon demand, Lessee shall pay the cost thereof to the Airport.
2. Lessee shall remove or modify any signs which the Airport Director deems, in his or her sole discretion, to be unnecessary, notwithstanding prior written approval.
3. Failure by the Airport to immediately require removal of any sign placed on or about the Leased Premises without written permission shall not constitute a waiver of any of the provisions of this section.

Subsection 15.4 Airport Signs. Lessee shall install or allow the Airport to install any signs, deemed necessary by the Airport Director, in his or her sole discretion, on the perimeter and controlled access points of the Leased Premises or as required under any applicable law, regulation, or ordinance.

SECTION 16 – NON-DISCRIMINATION

This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, pursuant to law, it is unlawful and Lessee agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

SECTION 17 - INDEMNIFICATION AND INSURANCE

Subsection 17.1 Indemnification. To the fullest extent allowable by law, Lessee hereby indemnifies and shall defend and hold harmless, at Lessee's expense, Airport, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, reasonable attorney's fees (including in-house counsel legal fees), reasonable costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Lease hereunder and in any manner directly or indirectly caused or contributed to in whole or in part,

by reason of any act, omission, fault, or negligence, whether active or passive of Lessee, or of anyone acting under its direction or control or on its behalf in connection with or incident to exercise of the rights, covenants and the performance under this Lease, regardless if liability without fault is sought to be imposed on Airport. Lessee's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole negligence of Airport, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Nothing in this Lease shall be construed as Airport waiving its statutory limitations, affirmative defenses and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Lease.

Lessee shall reimburse Airport, its elected and appointed officials, officers, employees or authorized representatives or volunteers for all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Lessee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Airport, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Subsection 17.2 Lessee to Provide Insurance. Lessee shall, at its sole expense, obtain and maintain in effect at all times during this Lease the following minimum insurance coverage, or greater per the Minimum Standards approved by the Airport:

1. General Liability Insurance of not less than \$5,000,000.00 per occurrence for bodily injury, personal injury and property damage,
2. Automobile Liability \$5,000,000 per occurrence for bodily injury and property damage.
3. To the extent that Lessee employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.
4. To the extent that Lessee stores aircraft owned by third-parties, Lessee shall purchase hangar-keeper's liability insurance of not less than \$5,000,000 per aircraft and \$10,000,000 per occurrence.
5. Pollution Liability Insurance of not less than \$5,000,000 per occurrence and \$10,000,000 per occurrence for bodily injury, property damage and clean-up costs, including an additional endorsement if necessary to cover PFAS release into the environment.

Subsection 17.3 Lessee to Provide Property Insurance. Lessee, at its own expense, shall insure all Leasehold Improvements and furnishings, fixtures and Lessee's own or leased equipment for all risks of physical loss or damage, including fire, lightning, windstorm, vandalism, malicious mischief, vehicle impact, aircraft, mechanical breakdown, boiler explosion, and artificially generated electrical current. Such insurance shall be in an amount equal to the full insurable replacement value of all covered property. All property insurance policies shall contain loss payable endorsements in favor of the Airport and Lessee as their respective interests may appear hereunder and shall contain a waiver of subrogation

provision in favor of the Airport. Unless the Leased Premises and/or Leasehold Improvements are subject to a total loss, as determined by Lessee's insurer and documentation of such is provided to the Airport, Lessee agrees that any payments received from such insuring companies by reason of loss under such policy or policies shall be applied toward repair and reconstruction of said Leasehold Improvements and repair or replacement of Leasehold Improvements, furnishings, fixtures and equipment.

Subsection 17.4 Lessee to provide Builder's Risk Insurance. At any time in connection with any construction to a building, Lessee shall maintain and keep in force builder's risk insurance insuring against, but not limited to, risk of loss from fire, windstorm, collapse, flood, vandalism, malicious mischief, theft, or loss caused by machinery, aircraft and vehicle accidents. The Builder's Risk Policy shall include endorsements providing coverage for building materials and supplies and provide coverage while such materials and supplies are in transit and stored on and off the project work sites. The Builder's Risk Policy shall be in the amount of the full replacement cost of the insured building and shall contain a deductible amount acceptable to Lessor. Lessor shall be named as an additional insured on the Builders Risk policy.

Subsection 17.5 Proof of Insurance. Lessee shall furnish Airport a certificate evidencing insurance required, and listing the Central Wisconsin Airport, Marathon County and Portage County as additional insured on required insurance, shall be filed with Airport prior to the commencement of any construction, furnishing and equipping of the initial investment and Leasehold Improvements by Lessee upon the Leased Premises, and such certificate shall provide that such Insurance Coverage will not be canceled or reduced without at least thirty (30) days prior written notice to Airport. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such Insurance Coverage has been renewed shall be filed with Airport. If such Insurance Coverage is canceled or reduced, Lessee shall within fifteen (15) days after receipt of written notice from Airport of such cancellation or reduction in coverage, file with Airport a certificate showing that the required insurance has been reinstated or provided through another insurance lessee or companies.

Subsection 17.6 Lessee Failure to Provide Certificates. In the event that Lessee shall at any time fail to furnish Airport with the certificate or certificates required under this Section, Airport, upon written notice to Lessee of its intention so to do, shall have the right to obtain the required insurance, at the cost and expense of Lessee, and Lessee agrees to promptly reimburse Airport for the cost thereof, plus fifteen percent (15%) thereof for administrative overhead.

SECTION 18 - DAMAGE OR DESTRUCTION OF PREMISES

1. In the event of a total loss to the Leased Premises and/or Leasehold Improvements as determined by Lessee's insurer and documentation of such is provided to the Airport, by reason of fire, the elements, accident, or other occurrence, not caused by Airport's sole negligence, Airport shall have no obligation to compensate Lessee for any loss incurred.

2. Lessee shall, within thirty (30) days of said total loss, give notice to Airport of its intent to repair or rebuild, or of its intent to terminate this lease.
 - a. In the event that Lessee chooses to repair or rebuild, the rent shall continue unabated,
 - b. If Lessee chooses to terminate this Lease and is not at fault for the loss, rent shall cease to be due on such termination and Lessee shall remove the improvements and restore the site to a condition acceptable to the Airport.
 - c. In the event that the Lessee chooses to terminate the lease, and the loss or occurrence on the Leased Premises is due to an intentional or negligent act or omission of Lessee, its agents, employees, invitees, and/or contractors, Lessee shall reimburse Airport for any lost rent payments up to the full term of this lease, or any extension thereof, unless otherwise mitigated.
3. In the event such total loss or occurrence on the Leased Premises causes a loss to Airport's property and is due to an intentional or negligent act or omission of Lessee, its agents, employees, invitees, and/or contractors, Lessee shall reimburse Airport or its insurer for any expenses incurred by Airport in connection therewith.

SECTION 19 – CONDEMNATION

Subsection 19.1 Parties' Rights and Obligations to be Governed by Lease. If During the term of this lease, there is any taking of all or part of Airport, the Leased Premises, the Improvements or any interest in this Lease by Condemnation, the rights and obligations of the parties shall be determined Pursuant to this Section.

Subsection 19.2 Total Taking. If the Central Wisconsin Airport, the Leased Premises or the Leasehold Improvements are totally taken by condemnation, this Lease shall terminate on the Date of Taking.

Subsection 19.3 Partial Taking. If any portion of the Central Wisconsin Airport, the Lease Premises or the Improvements and/or any interest in this Lease is taken by Condemnation, this Lease shall remain in effect, except that Lessee can elect to terminate this Lease if the portion of the Central Wisconsin Airport, the Lease Premises, the Improvements and/or the interest in the Lease taken is such as to restrict Lessee on the continued use of the portion not taken. Lessee must exercise its right to terminate pursuant to this Subsection by giving notice to Airport within thirty (30) days after the nature and the extent of the taking have been finally determined. If Lessee elects to terminate this Lease as provided in this Subsection, Lessee also shall notify airport of the date of termination, which date shall not be earlier than thirty (30) days nor later than ninety (90) days after Lessee has notified Airport of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Lessee. If Lessee does not terminate this Lease within the thirty (30-day period, this Lease shall continue in full force and effect subject to appropriate reduction of rent.

Subsection 19.4 Award-Distribution. The Award shall belong to and be paid to the Airport, except the

Lessee shall receive from the award the following: (1) A sum attributable to the Leasehold Improvements, and (2) A sum attributable to that portion of the award constituting severance damages for the restoration of the Improvements.

Subsection 19.5 Temporary Taking. The taking of the Central Wisconsin Airport, the Leased Premises and/or the Improvements or any part of the same by military or other public authority shall constitute a taking by Condemnation only when the use and occupancy of the taking authority has continued for longer than sixty (60) days in an two (2) calendar years. During the sixty (60) day period all the provisions of this Lease shall remain in full force and effect and Lessee shall be entitled to whatever award may be paid for the use and occupation of the Leased Premised and/or the Leasehold Improvements for the period involved.

SECTION 20 - TAXES AND LICENSES

Lessee shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder. Lessee shall be responsible for any and all real estate or real or personal property taxes due and owing relative to the Leased Premises during the term of this Lease. Lessee shall, during the term of this Lease, pay and discharge as they become due, promptly and before delinquency, all personal property taxes, assessments, rates, license fees, municipal liens, levies, excises or imports of every nature and kind levied, assessed, charged, or imposed on or against the Leased Premises, Lessee's leasehold interest in the Premises or personal property of any kind owned or placed on the Leased Premises by Lessee.

SECTION 21 - INSPECTION OF PREMISES

Airport or its duly authorized representatives, or agents, and other persons on its behalf, may enter upon said Leased Premises at any and all reasonable times with a 48 hour advance notice to Lessee, during the term of this Lease for the purpose of assessing conditions or for any other purpose incidental to rights of Airport. No advance notice need be given in the event of an emergency or to comply with federal laws.

SECTION 22 - HOLDING OVER

Should Lessee holdover said Leased Premises after this Lease has terminated in any manner, Lessee shall continue such holding over only at sufferance to Airport. The Airport reserves the right to adjust rentals and fees in its discretion, in the event of such holdover. All other terms and conditions of this Lease shall apply to such holdover. This section is not applicable during any extended term as provided in Section 2.2.

SECTION 23 - QUIET ENJOYMENT

Airport agrees that Lessee, upon payment of the fees and charges and all other payments to be paid by Lessee under the terms of this Lease, and upon observing and keeping the leases and covenants of this

Lease on the part of Lessee to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease.

SECTION 24 - SECURITY

Airport shall provide, or cause to be provided, during the term of this Lease, all proper and appropriate public fire, and police protection similar to that afforded to other Landside tenants or licensees at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport.

SECTION 25 - LEASE SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES

This Lease is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the Airport and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the Airport for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the Central Wisconsin Airport.

SECTION 26 - RIGHTS AND PRIVILEGES OF AIRPORT

1. Airport shall have the right to enforce, and adopt from time to time, Rules and Regulations, which Lessee agrees to observe and obey, with respect to the use of the Airport, Premises and appurtenances, provided that such Rules and Regulations shall not be inconsistent with safety, current rules and regulations of the FAA, and any future changes prescribed from time to time by the FAA.
2. Airport Director is hereby designated as its official representative for the enforcement of all provisions in this Lease with full power to represent Airport with dealings with Lessee in connection with the rights herein granted.
3. All actions relating to policy determination, modification of this Lease, termination of this contract, and any similar matters affecting the terms of this Lease shall emanate from the Airport Board, their successors or assigns.
4. Airport reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Leased Premises and existing vehicle and pedestrian traffic patterns, as the Airport deems appropriate, regardless of the desires or views of Lessee, and without interference or hindrance.
5. During the time of war or National Emergency, Airport shall have the right to lease the landing area of the Airport, or any part of Central Wisconsin Airport, thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.
6. All facilities of the Airport developed with Federal financial assistance and all facilities usable for landing and takeoff of aircraft will be available to the United States for use by Government aircraft

in common with other aircraft at all times.

7. Airport hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of Central Wisconsin Airport, and the right to pursue all operations of the Central Wisconsin Airport.
8. Airport reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Airport, would limit the usefulness of the Airport, or constitute a hazard to aircraft.
9. Airport may from time to time increase the size or capacity of any such Public Aircraft Facilities or Common Use Portion of the Airport or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently.
10. This Lease at any time may be subject to renegotiation or reformation if Federal Aviation Administration (FAA) Airport Certification or Security Requirements, 14 CFR Part 139 and 49 CFR Part 1542 respectively, result in major expenditures to Airport due conditions created by the terms of this Lease.

SECTION 27 - ACCESS CONTROL

1. Lessee shall upon termination of this Lease return all issued keys and access cards to Airport. If all issued keys are not returned to Airport at the termination of this Lease, Lessee shall pay to Airport cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.
2. Lessee is responsible for all keys issued to employees of Lessee. If a key is lost, Lessee shall immediately notify Airport and shall pay to Airport cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.
3. Lessee is ultimately responsible for all access cards issued for employee gate access and parking including all fees levied for failure to return said cards.
4. Lessee shall maintain a Signatory Authority who shall authorize new cards, inventory existing cards, return cards, and report any lost or stolen cards immediately to the Airport.

SECTION 28 – NO PERSONAL LIABILITY

Under no circumstances shall any trustee, officer, official, commissioner, Director, member, partner or employee of Airport have any personal liability arising out of this Lease, and Lessee shall not seek or claim any such personal liability.

SECTION 29 –GOVERNING LAW

This Lease and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in

any way related to this Lease shall be exclusively in Marathon County, Wisconsin. Each party waives its right to challenge venue.

SECTION 30 – JURY TRIAL WAIVER

The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Lease. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

SECTION 31 – NOTIFICATION

Lessee shall:

1. As soon as possible and in any event within 10 calendar days after the occurrence of any default, notify Airport in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Lessee with respect thereto.
2. As soon as possible and in any event within 10 calendar days notify Airport of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Lessee contained in this Lease to be untrue.
3. Notify Airport, and provide copies, immediately within 24 hours, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Lessee or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Lessee or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Lessee or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

SECTION 32 – SEVERABILITY

The provisions of this Lease are severable. If any provision or part of this Lease or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Lease and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

SECTION 33 – ASSIGNMENT, SUBLET, AND TRANSFER

Lessee shall not assign, sublet, or transfer its interests or obligations under the provisions of this Lease without the prior written consent of Airport. This Lease shall be binding on the heirs, successors, and assigns of each party hereto. Lessee shall provide not less than forty-five (45) days advance written request for approval of any intended assignment, sublet or transfer.

SECTION 34 – NO WAIVER

The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

SECTION 35 – GRATUITIES AND KICKBACKS

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

SECTION 36 – POLITICAL ACTIVITIES

The Leased Premises are not considered an open or limited public forum. The leased premises are subject to the same time, place and manner limitations on speech which are applicable to Central Wisconsin Airport.

SECTION 37 – ENTIRE AND SUPERSEDING AGREEMENT

This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Lease between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions, and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Lease, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Lease, and in the event of a conflict between this Lease and any action of Airport, granting approvals or conditions attendant with such approval, the specific action of Airport in writing shall be deemed controlling.

SECTION 38 – AMENDMENT

This Lease shall be amended only by formal written supplementary amendment. No oral amendment of this Lease shall be given any effect. All amendments to this Lease shall be in writing executed by both parties.

SECTION 39 – TIME COMPUTATION

Any period of time described in this Lease by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Lease by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

SECTION 40 – NOTICES

Any notice, demand, certificate or other communication under this Lease shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the Airport: Central Wisconsin Airport
Attn: Airport Director
100 CWA Dr. Suite 227
Mosinee, WI 54455

To the Lessee: GFO Aviation, LLC
Attn: Marco A. Espinoza, General Counsel
303 Ross Ave.
Schofield, WI 54476

Airport's notice to Lessee shall be deemed effective three days after mailing first class United States Post Office mailing. Lessee shall identify in writing and provide to Airport the contact person and address for notices under this Lease.

SECTION 41 – PUBLIC RECORDS LAW

Lessee understands and acknowledges that Airport is subject to the Public Records Law of the State of Wisconsin. As such, Lessee agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Lease for a period of not less than seven (7) years after the termination or expiration of this Lease. Lessee agrees to assist Airport in complying with any public records request that Airport receives pertaining to this Lease. Additionally, Lessee agrees to indemnify and hold harmless Airport, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Lessee's actions or omissions which contribute to Airport's inability to comply with the Public Records Law. In the event that Lessee decides not to retain its records for a period of seven (7) years, then it shall provide written notice to Airport whereupon Airport shall take custody of said records assuming such records are not already

maintained by Airport. This provision shall survive the termination of this Lease.

SECTION 42 – CONSTRUCTION

This Lease shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Lease shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Lease are inserted and included solely for convenience but shall never be considered or given any effect in construing this Lease with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Lease, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

SECTION 43 – NO THIRD PARTY BENEFICIARY

Nothing contained in this Lease, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

SECTION 44 – COMPLIANCE WITH LAW

The parties shall comply in all respects with any and all applicable federal, state and local laws, regulations and ordinances.

SECTION 45 – FORCE MAJEURE

Airport shall not be responsible to Lessee and Lessee shall not be responsible to Airport for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Lease is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

SECTION 46 – GOOD STANDING

Lessee affirms that it is a lessee duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Lessee is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

SECTION 47 - INDEPENDENT CONTRACTORS

The parties, their employees, agents, volunteers, and representative shall be deemed independent

contractors of each other and shall in no way be deemed as a result of this Lease to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

SECTION 48 - GOVERNMENTAL APPROVALS

Lessee acknowledges that several of the specific undertakings of Airport described in this Lease may require approvals from the County of Marathon, County of Portage, City of Mosinee, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Airport's obligation to perform under this Lease is conditioned upon obtaining all such approvals in the manner required by law. Airport cannot assure that all such approvals will be obtained, however, it agrees to use reasonable efforts to obtain such approvals on a timely basis.

SECTION 49 – AUTHORITY

The persons signing this Lease warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 50 – COUNTERPARTS

This Lease may be executed in one or more counterparts, all of which shall be considered but one and the same lease and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

SECTION 51 – SURVIVAL

All express representations, indemnifications and limitations of liability included in this Lease will survive its completion or termination for any reason.

SECTION 52 – SELF FUELING OPERATIONS AND CONDITIONS

1. In this section, Self-Fueling Operator is a person who dispenses fuel into aircraft owned by such person or legal entity, or leased from others and operated by such person or legal entity. Self-Fueling should not be confused with Self-Service Fueling, which is the act of selling fuel for aviation purposes through a credit card operated dispenser of fuels. Self-Fueling operations shall only be conducted by the Lessee or Lessee's employees.
2. Lessee is restricted from selling or dispensing fuels to other CWA users, including locally based and transient aircraft. Fueling of any aircraft not owned or leased by the Lessee is a violation of Lessee's fueling privileges and is cause for immediate lease revocation. The Lessee shall provide the Airport Director with a list of owned aircraft and shall also provide evidence of ownership of any aircraft being fueled when requested by the Airport Director.
3. Lessee may use and store only aircraft fuel of the types required by the aircraft that the Lessee owns or leases. The dispensing of fuels shall conform to any Airport regulations and applicable Fire Protection District Codes, Federal Aviation Administration (FAA) Advisory Circulars and also to American Standard Testing Methods, where applicable, for AV-Gas, jet fuel and automobile fuels and must meet standards as identified in the applicable Supplemental Type Certificate

(STC) for the permitted aircraft as well as any other applicable regulations, including but not limited to, FAA Airport Compliance Manual (5190.6B) Chapter 11, FAA Order 1050.15A, and Advisory Circular (AC) 150/5230-4, and including successor regulations.

4. Fuel Emergencies
 - a) Lessee is responsible for proper clean up and removal of all fuel leakage from any fuel storage facilities or equipment and for the cost of the clean-up, if conducted by an outside agency, pursuant to the terms and conditions of applicable Fire Codes and FAA Advisory Circulars. Clean-up and removal methods must comply with all applicable local, state, and federal requirements. In addition to meeting local, state and federal standards, clean-up shall be subject to the approval of the Airport Director. Lessee's obligations under this Paragraph shall survive the expiration or earlier termination of the term of the Lease.
 - b) The Wisconsin Department of Natural Resources and the Airport Director must be notified as soon as possible of any fuel leakage or spill.
5. Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its acts of omissions with respect to fueling operations, handling, storage and/or transferring. The Airport shall in no way be responsible for any act or inaction of Lessee. Lessee covenants and agrees to indemnify, hold harmless and defend the Airport, its officers, agents, elected officials, and employees from and against any and all claims for damages or injury to persons or property arising out of or incident to fueling. Such indemnification shall include the Airport's costs of investigation and legal defense including, but not limited to, actual court costs, attorney fees and expert witness fees.
6. Lessee's fueling privileges may be canceled by the Lessee upon thirty (30) days written notice to the Airport Director, only after all payments due have been paid.
7. Lessee's fueling privileges may be canceled by the Airport Director in the event the Lessee:
 - a) Is in arrears in the payment of the whole or any part of the amounts due to the Airport;
 - b) Discontinues fueling operations;
 - c) Defaults in the performance of any of the covenants and conditions set forth herein;
 - d) Violates of any safety procedure, or applicable regulation, or requirement;
 - e) Permits the lapse of any form of required insurance; or
 - f) Fails to make timely and accurate report records available to the Airport.
8. Self-fueling authorization can be terminated and shall not affect the Lessee's obligation to pay rent under the lease.
9. Lessee shall not assign, sublet, or transfer a fueling privileges to any other party.

SECTION 53 - FUELING FACILITIES AND METHODS

1. All fuel operations on the CWA, including bulk fuel storage tanks, must be professionally operated, managed, supervised and controlled to minimize liability and assure optimum safety of operation.
2. Lessee must construct a minimum 10,000-gallon permanent fuel storage facility for each grade of fuel dispensed. Lessee will be required to construct all electrical, containment areas, plumbing, tanks, security fencing, and all other requirements associated with a fuel storage facility on its leased property, as determined by the recommendations, requirements, and regulations of applicable FAA Advisory Circulars, Airport and National Fire Protection Association Standards,

and Fire Codes of the applicable local municipality. The fuel storage facility must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel Spill Prevention Countermeasures and Control Plan (SPCC) as applicable. Plans for the fuel storage facility must be approved by the Airport Director prior to construction and must conform to all other regulations including, but not limited to, storm water regulations.

3. The Lessee will allow its fuel storage facilities to be inspected by the applicable local municipality and or Airport Director upon request and shall cease operation until any malfunction or discrepancy that may be noted is corrected to the satisfaction of both the local municipality and the Airport Director. Lessee shall conduct continual self-inspection and maintenance of the fuel storage facilities.
4. Pumps, either hand or power operated, must be used when aircraft are fueled. All fueling of aircraft shall be through an approved fuel flowage metering device. Pour or gravity-flow fueling is prohibited.
5. To minimize the possibility of sparks from static electricity while fueling, aircraft and fueling equipment must be electrically bonded to each other, the fueling nozzle must be electrically bonded to the aircraft, and both aircraft and fueling equipment must be grounded, before fuel flow starts.
6. Fueling operations may only be conducted in areas designated by the Airport Director. No flammable or combustible liquid may be dispensed into or removed from the fuel system of an aircraft within any hangar or building.
7. No smoking is permitted.
8. Transportation
 - a) Transportation methods must comply with applicable federal, state and local facilities rules, regulations and requirements and Uniform Building Code Standards, applicable municipal codes, Airport Rules and regulations, and the National Fire Protection Association recommended practices.
 - b) Fueling from a vehicle fuel tank into an aircraft is prohibited.

SECTION 54 – FUEL FLOWAGE FEES

1. The Fuel Flowage Fee is currently \$0.05/gallon.
2. Fuel Flowage Fees are subject to increase and shall be reviewed and updated by the Airport Board from time to time.
3. Each monthly report on fuel dispensed shall be accompanied by the appropriate fee payment.
4. Lessee, fueling any aircraft, shall record the amount of fuel dispensed during each calendar month and submit a report to the Airport Director by the first day of the month following the month after the reporting period. For example, the report regarding fuel usage for December shall be due February 1.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

ATTEST:

LESSEE: GFO Aviation, LLC

By: _____ By:

Print Name: Marco A. Espinoza

Title: General Counsel

Date: _____

ATTEST:

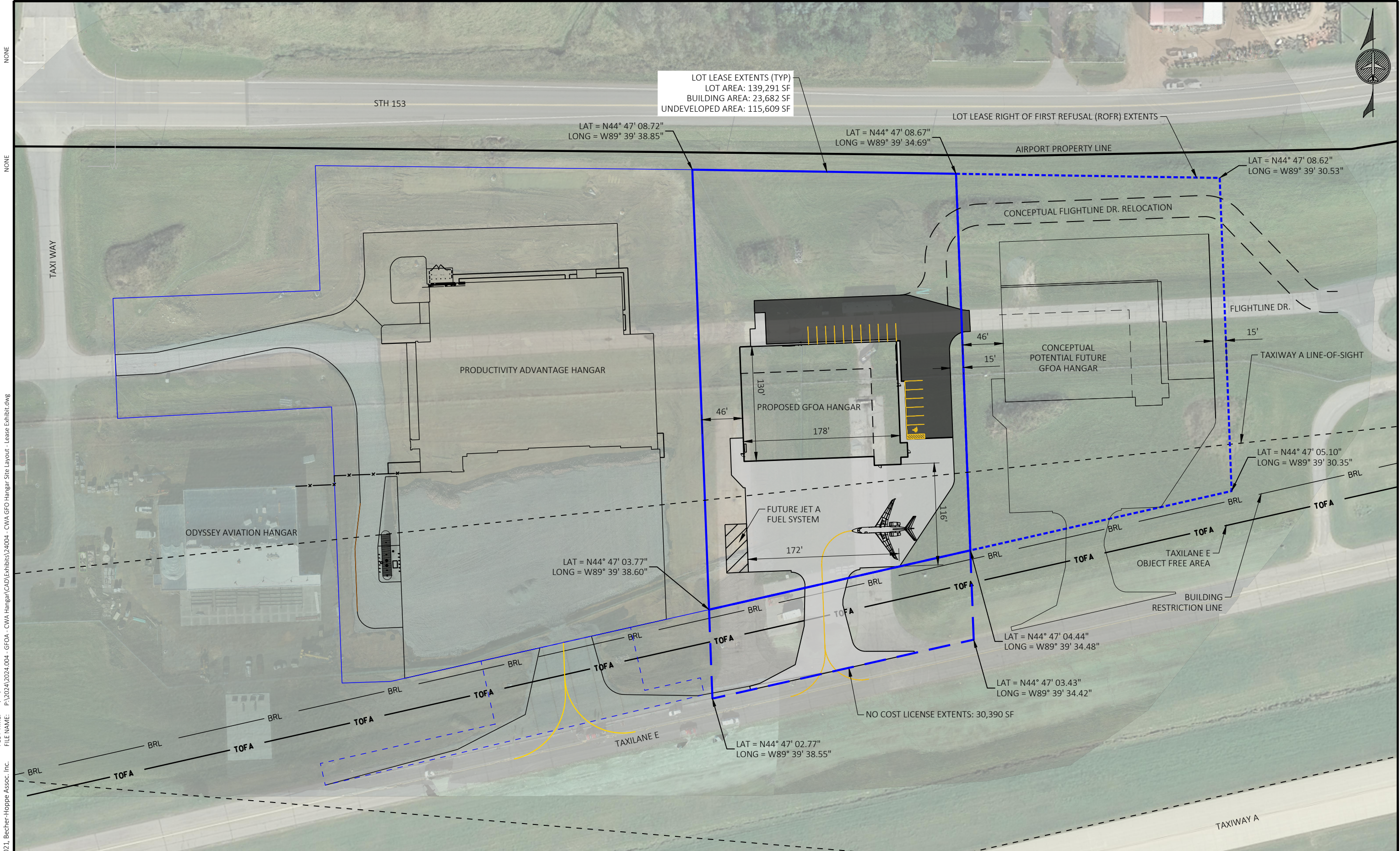
LESSOR: Central Wisconsin Airport Joint Airport Board

By: _____

By: _____

Board Chair Christopher Dickinson

Date: _____



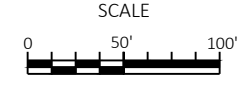
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 WAUSAU, WI 54403 • 715.845.8000
 becherhoppe.com

DRAWN BY: KEH
 CHECKED BY: KRK
 DATE: MAY 2024

PROJECT NO: 2024.004
 REV. DATES:



CENTRAL WISCONSIN AIRPORT

GFOA EXHIBIT A

SHEET A



**ADDENDUM TO LAND LEASE AND USE AGREEMENT
(TAXILANE CONSTRUCTION, MAINTENANCE, AND USE)**

between

Central Wisconsin Airport Joint Airport Board

and

GFO Aviation, LLC

THIS ADDENDUM (“**Addendum**”) is made and entered into this First day of July, 2024, by and between the County of Marathon and the County of Portage, quasi-municipal corporations of the State of Wisconsin, by their Joint Airport Board, hereinafter referred to as "**Airport**," and “GFO Aviation, LLC” (hereinafter referred to as "**GFO**"), a corporation with its office and address being 303 Ross Ave. Schofield, WI 54476.

WITNESSETH:

WHEREAS, Airport is a public body charged with the operation of the Central Wisconsin Airport in the City of Mosinee, Marathon County, Wisconsin, and now owns or holds under lease, with power to grant rights with respect thereto, certain property, known as the Central Wisconsin Airport; and

WHEREAS, GFO and Airport have entered into a lease agreement relative to the lease of certain hanger space (hereinafter “Lease” or “the Lease” or “Lease Agreement”) on Airport Property; and

WHEREAS, GFO desires to construct, and maintain a taxilane and utility corridor (hereinafter called “Licensed Premise”) on Airport property, adjacent to and in conjunction with the leased hanger space described above, and to obtain certain rights in connection with, and on, said taxilane; and

WHEREAS, Airport deems it advantageous to itself and its operation of said Airport to enter into an Agreement with GFO relative to construction and maintenance of a taxilane on Airport property.

NOW, THEREFORE, THE PARTIES AGREE:

I. INCORPORATION OF TERMS

This document is entered into by the parties as an Addendum to the Land Lease and Use Agreement entered into between the parties. All terms and conditions of the Land Lease and Use Agreement are incorporated into this Addendum as if set forth here in full. This Addendum is set forth to more specifically outline the agreement between the parties as to the license, construction, and maintenance of the Licensed Premise on land owned by Airport, and the parties agree that this addendum, upon execution, shall be incorporated into the parties’ Lease as if set forth there in full. All provisions of the underlying Lease not specifically mentioned within this Addendum are nonetheless incorporated herein as if set forth in full and extend to, and are applicable upon, the taxilane contemplated in this Addendum.

II. DESIGNATION OF SITE

GFO and Airport, for the purposes of this agreement, hereby designate the “No Cost License” area as indicated by a blue dashed outline on GFO Land Lease Exhibit A for the purposes of establishing the Licensed Premise for use by GFO:

III. LICENSE OF SITE

Airport, for and in consideration of the terms, conditions, and covenants outlined in this Addendum, hereby Licenses to GFO the site, described in full in Section II of this Addendum, which is located on property owned by Airport, to be used by GFO for the construction, maintenance, and use of the Licensed Premise. GFO shall have the non-exclusive right, similar to other common areas on the airport, to use and enjoy access to the Licensed Premise constructed on the site location described in Section II of this Addendum.

Inspection and Waiver of Covenants and Warranties. GFO agrees that the site described in Section II of this agreement has been inspected by GFO and is accepted and will be used and occupied by GFO on an “as is” basis. GFO specifically waives any covenants or warranties regarding site described in Section II of this agreement, including but not limited to any warranty of suitability and warranty of fitness. Airport and GFO shall mutually agree to any modifications of the area and/or size of the site described in Section II of this agreement.

No Transfer of Ownership Interest. GFO and Airport agree that this addendum, and the underlying Lease Agreement, in no way transfer an ownership interest to GFO in the real property upon which GFO would construct, maintain, and use the Licensed Premise. Airport shall retain ownership of the real property pursuant to this agreement.

IV. TERM

Primary Term. The term of the License of the site location outlined in Section II of this Addendum shall run concurrent to the Lease term outlined in Subsection 2.1 of the underlying Lease Agreement. That term calls for a twenty (20) year period commencing on July 1, 2024, and terminating on June 30, 2044, unless sooner terminated or cancelled provided in the underlying Lease agreement.

Extended Term. If GFO renews the underlying lease agreement as outlined in Section 2.2 of the underlying Lease Agreement, the License of the site outlined in Section II of this Addendum shall also be extended under the terms of that extended lease.

Lease of Licensed Premise to Run Concurrent to, and in Conjunction with, Underlying Lease. The

License of the site outlined in Section II of this Addendum shall run concurrently with the underlying Lease Agreement. In no event shall the rights and obligations relative to construction, maintenance, or use of the Licensed Premise described in this Addendum extend beyond the term of the underlying Lease agreement.

V. USES, PRIVILEGES, AND OBLIGATIONS

GFO shall have the following uses, privileges, and obligations in connection with its use of the site outlined in Section II of this Addendum:

1. The right to construct a taxiway on the site. GFO shall complete construction of said taxiway no later than 24 months following the execution of this Addendum.
2. The obligation to maintain the Licensed Premise as constructed on the site.
3. It is understood by Airport and GFO that at the execution of this Addendum, no taxiway exists on site.
4. The right of ingress and egress to and from the site, over Airport roadways, is subject to such rules and regulations as may be established by Airport as respecting such use and subject to law.
5. GFO shall install no signs or markings on or around the Licensed Premise without the prior written approval of the Airport Director, said approval being solely discretionary with the Airport Director. In any event, all markings and signage shall conform with all applicable state and federal regulations.

VI. RESTRICTIONS ON USES AND PRIVILEGES

Standards and Privileges. The site described in this Addendum shall be used only for the purposes specified in this addendum and in accordance with Airport Minimum Standards and Rules and Regulations as amended from time to time. GFO understands and agrees that Airport has the right to grant additional privileges under separate leases and agreements with other companies.

Compliance with Federal Aviation Regulations and Security Requirements. GFO agrees to comply with Federal Aviation Regulations and Federal Airport Security Regulations, including but not limited to 49 CFR Part 1542 and 14 CFR Part 139,) and the Airport's policies as outlined in Airport's Federal Aviation Administration approved Airport Certification Manual and the Transportation Security Administration approved Airport Security Program. GFO further agrees that any fines levied upon the Airport or GFO through enforcement of these regulations because of acts by GFO's employees, agents, suppliers, guests, or patrons shall be borne by GFO to the extent said acts contributed to said fines.

VII. LICENSE, RENTALS AND FEES

No Cost License. Airport agrees to grant GFO a license to construct, maintain, and use the Licensed Premise on the site described in Section II of this Addendum. Said license shall be granted to GFO at no cost, in consideration of GFO meeting the requirements agreed upon below.

Consideration – In General. In lieu of lease or rental payments for this site, GFO agrees that it will bear the costs of building and maintaining the Licensed Premise on the site outlined in Section II of this Addendum. GFO agrees to cover all costs associated with the construction and maintenance of the proposed development, including costs associated with required materials, signage, and routine and extraordinary maintenance and upkeep costs. GFO agrees to bear all costs associated with construction of the Licensed Premise, including costs associated with any required modifications of the land, movement and/or replacement of any infrastructure or utility, and all costs required to gain compliance with all state and federal regulations regarding the use of such the Licensed Premise.

Airport shall have no financial obligation, and shall maintain no liability, related to the construction, maintenance, or use and operation of the Licensed Premise contemplated in this Addendum.

Consideration – Construction. In exchange for receipt of the no-cost license outlined above, GFO agrees to bear all costs associated with construction on the site outlined in Section II of this Addendum. GFO shall bear and incur all costs of construction that follow all state and federal regulations. GFO shall bear and incur all costs related to materials, labor, and safety measures necessary for construction of the Licensed Premise. If any construction or modification of Airport-owned facilities, runways, taxiways, or other areas is required to allow for operation of the Licensed Premise improvements, GFO shall bear all costs associated with said construction or modifications.

Consideration - Maintenance. In exchange for receipt of the no-cost license outlined above, GFO agrees to bear all costs associated with maintenance of the Licensed Premise outlined in Section II of this Addendum. GFO shall bear and incur all costs relative to routine maintenance. GFO agrees to keep the Licensed Premise in working condition and in compliance with all applicable state and federal regulations. GFO agrees to bear and incur all costs relative to extraordinary maintenance required for the Licensed Premise, including maintenance required following natural or man-made disasters.

VIII. DESIGN AND CONSTRUCTION OF LICENSED PREMISE

General. Prior to construction of the Licensed Premise contemplated in this agreement, GFO shall submit written construction plans related to the design and construction to the Airport Director. Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, shall be submitted to and receive the written approval of Airport Director before any work or construction is commenced. Standards of design and construction shall be complied with in connection with all such work, facilities, and improvements; and all construction shall conform to the general

requirements of Airport Director as established for each improvement program. Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to Airport Director for review prior to commencement of construction; after final approval by Airport Director, Airport Director shall return to GFO one (1) approved copy for GFO's records and shall retain one (1) approved copy as an official record thereof.

Conformity to Statutes, Ordinances, Etc. The Licensed Premise, and all improvements, fixtures, equipment, and finishes, including the plans and specifications therefore, constructed or installed by GFO, its agents, or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations. Any approval given by Airport shall not constitute a representation or warranty as to such conformity; responsibility therefore shall at all times remain with GFO.

Disapprovals. In the event of disapproval by Airport of any portion of any plans or specifications, GFO shall promptly submit necessary modifications and revisions thereof for approval by Airport Director. Airport agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No changes or alterations shall be made in said plans or specifications after initial approval by Airport, and no alterations or improvements shall be made to or upon the site without the prior written approval of Airport Director.

IX. TITLE TO IMPROVEMENTS, STRUCTURES, ALTERATIONS, ETC.

Title Upon Expiration. In the event the underlying Lease expires without renewal or extension, GFO shall execute all appropriate documents to vest and Title to the Licensed Premise and all associated improvements to the Airport, at no cost to Airport.

X. LIENS, MORTGAGE

GFO shall not allow any liens or encumbrances to be attached to the Licensed Premise outlined in this agreement.

XI. UTILITIES

Utilities Associated with Taxilane. If utilities are necessary for operation of the Licensed Premise, GFO shall provide for utility connections and pay for all utility services supplied to the Licensed Premise.

Airport Utilities. Airport shall have the right, without cost to GFO, to install and maintain in, on or across the taxilane, sewer, water, gas, electric, steam and telephone lines, electric substations, railroad trackage, street widening or other installations necessary to the operation of the Airport, or to service other tenants of Airport. Provided, however, that Airport shall carry out such work and locate any above-ground structures and tracks in a manner so as not to unreasonably interfere with Lessee's use of the premises.

XII. ENVIRONMENTAL

All requirements outlined in Section 14 of the underlying Lease Agreement are incorporated herein and applicable to the operation of the Leased Premise contemplated in this agreement.

XIII. INDEMNIFICATION AND INSURANCE

Insurance. All insurance requirements outlined in Section 17 of the underlying Lease Agreement are incorporated into this addendum and applicable to the Licensed Premise in this agreement. GFO is required to insure all improvements and construction on the contemplated site, including Builder's Risk insurance as required in Section 17.4 of the underlying Lease Agreement.

Indemnification. All indemnification provisions of section 17 of the underlying Lease Agreement are incorporated into this addendum and applicable to the construction, maintenance, and operation of Licensed Premise on the site outlined in Section II of this Addendum.

Nothing in this License shall be construed as Airport waiving its statutory limitations, affirmative defenses and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of the underlying Lease.

GFO shall reimburse Airport, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. GFO's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Airport, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

LESSEE: GFO Aviation, LLC.

By: _____

Marco Espinoza

GFO Aviation, LLC General Counsel

Date:

LESSOR: Central Wisconsin Airport Joint Airport Board

By: _____

Christopher Dickinson

Joint Airport Board Chair

Date:



ADDENDUM 2 TO LAND LEASE AND USE AGREEMENT (RIGHT OF FIRST REFUSAL)

between

Central Wisconsin Airport Joint Airport Board

and

GFO Aviation, LLC.

THIS ADDENDUM ("**Addendum**") is made and entered into this First day of July, 2024, by and between the County of Marathon and the County of Portage, quasi-municipal corporations of the State of Wisconsin, by their Joint Airport Board, hereinafter referred to as "Airport," and "GFO Aviation, LLC.", (hereinafter referred to as "**GFO**"), a limited liability corporation with its office and address being 303 Ross Ave. Schofield, WI 54476

WITNESSETH:

WHEREAS, Airport is a public body charged with the operation of the Central Wisconsin Airport in the City of Mosinee, Marathon County, Wisconsin, and now owns or holds under lease, with power to grant rights with respect thereto, certain property, known as the Central Wisconsin Airport; and

WHEREAS, GFO and Airport have entered into a lease agreement relative to the lease of certain hanger space (hereinafter "Lease" or "the Lease" or "Lease Agreement") on Airport Property; and

WHEREAS, GFO desires to maintain a right of first refusal to certain land, more specifically described in Section II below, and located to the East of GFO's Hangar, for potential additional hangar expansion (hereinafter called "ROFR Property") on Airport property, adjacent to and in conjunction with the leased hanger space described above, and to obtain certain rights in connection with, and on, said ROFR Property; and

WHEREAS, Airport deems it advantageous to itself and its operation of said Airport to enter into an Agreement with GFO relative to a right of first refusal on the previously-described Airport property.

NOW, THEREFORE, THE PARTIES AGREE:

I. INCORPORATION OF TERMS

This document is entered into by the parties as an Addendum to the Land Lease and Use Agreement entered into between the parties. All terms and conditions of this Addendum are incorporated into the Land Lease and Use Agreement as if set forth therein in full. This Addendum shall serve as an Amendment in writing as required by Section 38 of the Land Lease and Use Agreement. This Addendum is set forth to more specifically outline the agreement between the parties as to the license, construction, and maintenance of the Licensed Premise on land owned by Airport, and the parties agree that this addendum, upon execution, shall be incorporated into the parties' Lease as if set forth there in full. All provisions of the underlying Lease not specifically mentioned within this Addendum are nonetheless incorporated herein as if set forth in full and extend to, and are applicable upon, the ROFR Property in this Addendum.

II. DESIGNATION OF SITE

GFO and Airport, for the purposes of this agreement, hereby designate the "ROFR Property" as the area indicated on GFO Aviation Land Lease Exhibit A for the purposes of establishing a right of first refusal by GFO:

III. RIGHT OF FIRST REFUSAL

Airport, for and in consideration of the terms, conditions, and covenants outlined in this Addendum, hereby grants to GFO a right of first refusal with an option to lease the ROFR Property, described in full in Section II of this Addendum, which is located on property owned by Airport,

Reservation of Site. Airport agrees that the ROFR Property shall be reserved for GFO for potential future expansion of the Licensed Premise. GFO shall have the non-exclusive right, similar to other common areas on the airport, to use and enjoy access to the ROFR Property in Section II of this Addendum until such time when the ROFR Property is Leased by GFO or the underlying Land Lease and Use Agreement is terminated.

Right of First Refusal. Airport shall not sell, transfer, or otherwise assign any interest in the ROFR Property without first providing GFO with written notice of its intent to sell, transfer, or otherwise assign its interest. Before Airport may sell, transfer, or otherwise assign any interest in ROFR Property to a third party, Airport must first offer the ROFR Property to GFO on the same terms and conditions as offered by the third party. Airport must provide GFO with all terms and conditions offered by the third party. GFO shall have 10 days to accept this offer. If GFO does not accept said offer within 10 days, GFO will be found to have constructively waived its right of first refusal and Airport may accept the third-party offer.

If GFO does exercise its right of first refusal, the ROFR Property shall become part of the leased premises and all terms and conditions of the Land Lease and Use Agreement will become applicable to the ROFR Property.

Inspection and Waiver of Covenants and Warranties. GFO agrees that the site described in Section II of this agreement has been inspected by GFO. GFO specifically waives any covenants or warranties regarding site described in Section II of this agreement, including but not limited to any warranty of suitability and warranty of fitness. Airport and GFO shall mutually agree to any modifications of the area and/or size

of the site described in Section II of this agreement. GFO and Airport agree that all indemnification provisions present in the Land Lease and Use Agreement shall apply in full to the ROFR Property.

No Transfer of Ownership Interest. GFO and Airport agree that this addendum, and the underlying Lease Agreement, in no way transfer an ownership interest to GFO. Airport shall retain ownership of the real property pursuant to this agreement.

IV. TERM AND TERMINATION

Primary Term. The term of the right of first refusal outlined in Section III of this Addendum shall run concurrent to the Lease term outlined in Subsection 2.1 of the underlying Lease Agreement. That term calls for a twenty (20) year period commencing on July 1, 2024, and terminating on June 30, 2044, unless sooner terminated or cancelled provided in the underlying Lease agreement.

Extended Term. If GFO renews the underlying lease agreement as outlined in Section 2.2 of the underlying Lease Agreement, the right of first refusal outlined in Section III of this Addendum shall also be extended under the terms of that extended lease.

Lease of Licensed Premise to Run Concurrent to, and in Conjunction with, Underlying Lease. The ROFR outlined in Section II of this Addendum shall run concurrently with the underlying Lease Agreement. In no event shall the rights and obligations relative to the ROFR described in this Addendum extend beyond the term of the underlying Lease agreement.

Termination. Upon written notification of:

1. A third-party tenant's lease of the ROFR Property;
 2. An airport development need of and in the ROFR Property;
 3. Any other right reserved as described in the underlying Land Lease and Use Agreement;
- GFO shall have ten (10) business days to either lease the ROFR or surrender all rights, privileges, uses, and obligations of the ROFR and terminate this Lease Addendum.

V. RESTRICTIONS ON USES AND PRIVILEGES

Standards and Privileges. The ROFR Property described in this Addendum shall be used only for the purposes specified in this addendum and in accordance with Airport Minimum Standards and Rules and Regulations as amended from time to time. GFO understands and agrees that Airport has the right to grant additional privileges under separate leases and agreements with other companies.

Compliance with Federal Aviation Regulations and Security Requirements. GFO agrees to comply with Federal Aviation Regulations and Federal Airport Security *Regulations, including but not limited to 49 CFR Part 1542 and 14 CFR Part 139,*) and the Airport's policies as outlined in Airport's Federal Aviation Administration approved Airport Certification Manual and the Transportation Security Administration approved Airport Security Program. GFO further agrees that any fines levied upon the Airport or GFO through enforcement of these regulations because of acts by GFO's employees, agents, suppliers, guests, or patrons shall be borne by GFO to the extent said acts contributed to said fines.

VI. FEES

Fees. Airport agrees to grant GFO the ROFR on the site described in Section II of this Addendum. Said ROFR shall be granted to GFO at no cost.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

LESSEE: GFO Aviation, LLC.

By: _____
Marco Espinoza
GFO Aviation, LLC General Counsel

Date:

LESSOR: Central Wisconsin Airport Joint Airport Board

By: _____
Christopher Dickinson
Joint Airport Board Chair

Date:



Agenda Item Summary

Airport Board Meeting Date: June 11, 2024

Agenda Item Title: #7) Review and Possible Action on City of Mosinee Budget Request

Public Comment (Actionable): Mr. Jeff Gates, City Administrator – City of Mosinee.

Background: On June 3, 2024, the City of Mosinee – City Administrator and Chief of Police met with airport staff to express intent to request budget allocation to fund, and ultimately staff, the Central Wisconsin Airport with law enforcement support provided by the Marathon County Sheriff's Office. Provided in the packet today is the request letter to have time on the Agenda at the June 11, 2024, meeting of the Central Wisconsin Joint Airport Board. Also shown in the packet is a summary of law enforcement support provided by the Mosinee Police Department since 2022. Mr. Jeff Gates, City Administrator, will provide comments at the meeting. City of Mosinee staff will also be making similar requests to the appropriate Marathon County committee(s).

Timeline: This request is for calendar year 2025.

Financial Impact: This financial impact may be significant. More information would be needed to understand the level of Sheriff's Office support requested by the City of Mosinee. 2025 budget preparation has not yet started. Based on historic financial realities, and projected revenues, it is unlikely that the Joint Airport Board would have excess budget in 2025 to fund this request.

Contributions to Airport Goals: N/A

Recommended Action: Airport Staff do not recommend this change in law enforcement support at this time. Upon thorough review of the documentation provided by City Staff it is recognized that Central Wisconsin Airport has a significant impact on the Mosinee Police Department (MPD), but not an unreasonable impact on MPD or the city. Central Wisconsin Airport is a very significant part of the City of Mosinee. In total, the city encompasses 4617 acres. 40% of that or 1852 acres is the Central Wisconsin Airport. It is reasonable to expect that because of the size and nature of the airport's operation, MDP would support the airport, service calls or otherwise, by a frequency of daily or greater. 165 - 175 annual event calls do not rise to half of that level.

The Central Wisconsin Airport has a tremendous economic impact on the City of Mosinee. In addition to the impact generated by creating jobs, supporting city hotels and businesses, bringing visitors from around the country and world, the airport has brought tens of millions of direct federal funds into the city in the past few years alone. Even more recently, the State of Wisconsin's personal property tax repeal has made a portion of real property tax directly available to the City. The airport is not able to utilize any of these new real property taxes. Depending on the type of private development of the airport, real property taxes exceed airport lease amounts.

MPD provides exceptional service to Central Wisconsin Airport, with highly trained law enforcement professionals. It is not, however, a perfect situation for either the city or the airport. More law enforcement presence would be better. Comparatively, air service options aren't perfect either, but we make do with the resources we have. Staffing and

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resource shortages are endemic to rural areas of Wisconsin. Because of this, safety, security, and law enforcement is and needs to be a group effort. MPD has done a commendable job of overcoming this. If they are not able to take an airport response call, they work with Marathon County dispatch to immediately request support from Marathon County Sheriff's Office, Kronenwetter Police Department, State Patrol, or others.

Attachment(s) "CWA Security – 2025 Budget Request" letter from City of Mosinee, "Chief of Police – CWA Service Call Report"



City of Mosinee
225 Main Street, Mosinee, Wisconsin 54455 P: 715.693.2275
www.mosinee.wi.us

American Planning Association National Award Community

June 3, 2024

EMAIL DELIVERED

Mr. Brian Grefe, A.A.E.
Airport Director
Central Wisconsin Airport (CWA)
100 CWA Drive, Suite 227
Mosinee, WI 54455

Re: CWA Security – 2025 Budget Request

Dear Mr. Grefe:

I am writing on behalf of the City of Mosinee to request an opportunity to formally address the CWA Joint Airport Board pertaining to the City of Mosinee's request that the allocation/assignment of uniformed Sheriff's Department officers to the airport be included in CWA's 2025 Budget. Our primary objective in making this request is to enhance airport security during public operating hours while simultaneously alleviating the service call burden on the City's Police Department.

To provide context for this request, I have attached a comprehensive report from Chief of Police Kenneth R. Grams. The April 27, 2024, report meticulously outlines the escalating airport service call demands, particularly those related to mental health and drug-related incidents, which have imposed a significant strain on the City's Police Department. Addressing these challenges requires a strategic reallocation of resources, and we believe that integrating Sheriff's Department officers into airport security operations represents a proactive and mutually beneficial solution.

If you have any questions or need additional information pertaining to the City's airport security budgeting request, please do not hesitate to contact me.

The City would like to thank the CWA Joint Airport Board in advance for their thoughtful consideration of the City's 2025 Airport Budget request.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Gates", is written over a light blue horizontal line.

Jeff Gates
City Administrator
cityadm@mosinee.wi.us



Statistical calls of service report at CWA (Central WI Airport) April 27, 2024

**This report is submitted by Squad 560 Mosinee Chief of Police,
Kenneth R. Grams**

**On Wednesday March 27, 2024, City of Mosinee, City Administrator,
Jeff Gates requested that a report be drafted to reflect the “calls of
service” to the Central WI Airport (CWA) located in the City of
Mosinee. Of note, the entire CWA complex and airspace associated
with CWA is contained within Marathon County.**

**Presently, the Mosinee Police Department is responsible for
responding to all calls of service at CWA. CWA is open for business
24 hours a day, 7 days a week and has no security personnel on site.**

**Per Federal regulations, Officer’s are required to respond and arrive
at CWA within 15 minutes of receiving a call of service from the
Marathon County dispatcher.**

**This can be problematic as the current Mosinee Police Department
staffing allows for 1 officer per shift. If the duty officer is on
assignment or has an arrest, this time requirement may not be
satisfied.**

**A review of the Marathon County computer aided dispatching (CAD)
records indicated the following data for the following years of 2022,
2023 and 2024 (March 31, 2024)**

The event calls for 2022 are 165.

The event calls for 2023 are 171.

The event calls for 2024 are 37.

Total 373.

Of note, the calls of service indicated on the CAD range from 911 calls, requests for extra patrols, medical emergencies, criminal investigations resulting in an arrest or referrals to the District Attorney office for charges. Mental health and drug related incidents involving passengers and citizens as well as calls of service for the homeless. Also, traffic related incidents involving accidents, auto thefts, vehicle lockouts.

A review of these events resulted in noteworthy calls which were a high priority and may have required multiple officers to respond from Mosinee and requests for mutual aid from adjacent jurisdictions.

The following 14-page attachment reflects the major events.

2022 - 21 major events

2023 - 24 major events

2024 - 10 major events to date: 03-31-2024

The 16-page attachment contains the CAD calls reflecting all events from 2022, 2023, 2024.

Respectfully submitted,



Kenneth R. Grams

Chief of Police

2022

21 major event calls at CWA

- 02/10/22 At 1:45 PM, Officer Stankowksi was dispatched to CWA regarding a runaway female who was attempting to board an airline for an outgoing flight. Officer Stankowski utilized the resources of a social worker to identify the subject and a proper resolution was obtained.
- 03/15/22 At 8:00 PM Kronenwetter Officer, under mutual aid was dispatched to CWA for a medical emergency, as Mosinee officers were on other priority assignments. Investigation indicated that the driver of a Holiday Inn van waiting to do a transport at CWA passed out and required medical assistance. The subject was conveyed to Aspirus Hospital.
- 04/18/22 At 6:36 AM Officer Rindfleisch was dispatched to a TSA checkpoint regarding the recovery of a loaded firearm. Investigation indicated that a loaded firearm was identified within a passenger's bag as the bag went through the X-ray machine. Officer Rindfleisch conducted an investigation which resulted in a safe resolution.
- 05/07/22 At 4:35 PM, Officer Krause responded to CWA regarding a hit and run accident. Investigation revealed that a blue BMW, 2 door auto, with no registration plates, had exited the paid parking area and declined to make payment resulting to damage to the security gate. Investigation is ongoing to identify the suspect.
- 06/04/22 At 6:10 AM, Officer Rindfleisch was summoned to CWA and he met with TSA personnel regarding the recovery of ammunition from a passenger's carry on bag. The ammunition was secured, and arrangements were made for the owner to claim at a later date.
- 07/02/22 At 10:04 PM, Officer Sutherland was dispatched to CWA regarding an intoxicated subject that was in the terminal. Investigation indicated that the subject had purchased alcoholic beverages and brought them into the terminal and began consuming them as he waited for his departing flight on the morning of 7/3/22. Officer Sutherland requested assistance from a Kronenwetter officer and the citizen was properly identified and his personal

items were searched for any weapons with negative results. Additionally, the open intoxicant was properly disposed of. The citizen was allowed to remain within the terminal as long as he did not cause a disturbance.

- 07/16/22 At 6:45 AM, Officers Sutherland and Wudi and Chief Grams responded to the CWA terminal regarding a medical emergency involving an adult/female on the plane. Medical assistance was provided by the Mosinee Rescue squad and the passenger was medically cleared to leave on the departing flight. A report was completed to assist TSA supervisors.
- 07/16/22 At 7:00 AM Officer Sutherland was dispatched to a medical emergency at the CWA. Investigation indicated that a female passenger was experiencing a medical emergency at which time Mosinee Rescue responded to the same and provided medical care.
- 08/05/22 At 10:45 AM Officer Wudi was dispatched to CWA regarding a male/white subject who had been staying in the terminal for the last 2 days with nowhere to go. Investigation indicated that the subject was homeless. Officer Wudi was able to make arrangements with the Salvation Army in Stevens Point at which time a transfer was conducted.
- 08/27/22 At 6:25 AM, Officer Krause with the assistance of Lt. Christopher Smart from Kronenwetter PD and Deputy Xiong from the Sheriff's Dept, were dispatched to the CWA terminal for a disturbance involving 3 passengers at the ticket check in area. Investigation revealed that the 3 passengers had been in the terminal awaiting their Delta flight. While waiting in the terminal area, the flight departed without their knowledge. The passengers became very argumentative towards the Delta ticket agent at which time additional Delta employees and TSA personnel engaged with the 3 passengers that were shouting and arguing. Officers responded and conducted interviews of all parties involved during which time Delta made accommodations on a later flight for the passengers. Ultimately the passengers departed on a flight without further incident. Delta personnel declined to pursue any criminal charges.
- 08/29/22 At 2:35 PM, Officer Stankowski, while on another assignment, was pulled from the assignment in order to respond to CWA terminal for a male/white subject, who appeared to be intoxicated, passed out, and unresponsive. This being a two-officer assignment, Officer Stankowski requested the assistance of Marathon County Deputy Shane Thatcher, to respond to the scene. Also responding to the scene was the Mosinee Rescue Squad. Upon arrival, Officers and medical staff were able to revive the subject who was identified as Jeremy Hess, male/white, DOB: 06/17/1980. The subject became very argumentative towards the officers and medical staff and uncooperative, at

which time he was physically arrested for Disorderly Conduct. The subject had to be restrained on the ambulance cot both with handcuffs and leg shackles in an attempt to prevent him from kicking and harming the officers and medical staff. The subject was conveyed to a local hospital for medical clearance and while in route in the back of the ambulance he continued to threaten the officers at which time Deputy Thatcher displayed his taser and advised the subject that he would be tased if he did not cease his behavior. The subject complied at this time. Upon clearance from the hospital, Officer Stankowski conveyed the subject to the Marathon County Jail for the charge of Disorderly Conduct. Of note, the subject posted bail and was subsequently released during the night.

On 08/30/22, at 7:30 AM, Officer Stankowski and Chief Grams were summoned back to the CWA terminal for an intoxicated subject. Upon arrival, Officers were met by TSA personnel who advised that this subject, Jeremy Hess, had responded back to the terminal for his flight on 8/30/22 and again was intoxicated and consumed alcoholic beverages at the bar area. Officer Stankowski and Chief Grams stood by with TSA personnel to monitor the gate area in which Hess was located. Hess was ultimately advised via American Airlines gate personnel that he was not going to be allowed entry onto his flight because he was intoxicated. American Airlines staff escorted Hess from the gate area back to the ticket counter in an attempt to book him another flight on 8/31/22. While passing Officer Stankowski and Chief Grams the subject displayed inappropriate hand gestures towards law enforcement officers. Mr. Hess was provided a new flight on 8/31/22 at 3:00 PM. At this time, the subject did depart the terminal on foot and walked to the Quality Inn hotel.

On 8/31/22, at 2:40 PM, Chief Grams responded back to CWA to monitor the status of Mr. Hess. Upon arrival I was informed the subject was currently in the gate area and had attempted to proceed through TSA inspection during which time 3 large alcoholic beverages were removed from his backpack. The subject was allowed to board the flight and subsequently departed with his destination being O'Hare.

08/12/22 At 1:50 PM, Officer Houston was dispatched to CWA to meet with TSA personnel regarding the recovery of a handgun slide mechanism that was recovered from the carry on bag of a passenger. Investigation revealed the victim indicated he had forgotten to remove that portion of the handgun from the carry on bag. Officer Houston seized the slide of the handgun, and the passenger was allowed to board the plane. The item of evidence will be returned to the passenger at a later date.

09/30/22 At 9:10 PM, Officers Krause and Wudi were summoned to CWA regarding a male/black subject who appeared to be homeless and was sitting by the vending machines. Upon arrival, Officers interviewed the subject and

determined that he, in fact, did have a ticket for a flight departing the next day and had intended on remaining in the terminal for the duration of the night. The subject was cooperative and was allowed to remain inside the terminal.

- 09/27/22 At 4:10 PM, Officer Wudi was summoned to the CWA terminal regarding a homeless individual. Investigation revealed that an adult male had arrived at the CWA terminal in hopes of meeting a female he had prior conversation with. This did not materialize, and the subject had no financial means to return back home to VA. Officer Wudi attempted to contact the two local Salvation Army's in Stevens Point and Wausau. However, they were full and no beds were available. Officer Wudi was advised to contact the Quality Inn in Mosinee and they facilitated a room for the subject for 1 or 2 nights.
- 09/26/22 At 10:20 PM, Officer Wudi was dispatched to the CWA terminal to meet an Enterprise car rental employee. Investigation revealed that the subject, Michael Sylvester, male/white, DOB: 7/12/66, rented a vehicle while employed in the Marshfield area. The suspect has been terminated from his employer but has failed to return the vehicle. Subsequently, the vehicle has been entered as a stolen vehicle in NCIC and the case was referred to the District Attorney's office for auto theft charges. Of note investigation indicated the suspect while utilizing the stolen vehicle committed a gas drive off in the Marshfield area.
- 09/05/22 At 1:20 PM, Officer Krause was dispatched to CWA regarding an incoming Sun Country flight in which a passenger had a medical emergency during the flight. Upon arrival, Officer Krause and EMS personnel assessed the passenger and determined that he was medically OK to proceed on this way.
- 09/03/22 At 1:50 PM, Officers Houston and Wudi responded to CWA regarding a homeless passenger within the terminal. Investigation revealed that a passenger, Blaine Jacobson, had obtained a flight from Utah and responded to Wisconsin to meet a female he had met online. Upon arrival at CWA, it was determined that he had been scammed out of his money and had no means of returning home. Officer Wudi was able to convey Blaine to the Salvation Army in Wausau as they had an open bed for him.
- 10/15/22 At 1:55 PM, Officer Stankowski was dispatched to the CWA terminal at the request of TSA agents regarding a passenger that failed her security check. Investigation indicated that the adjust, female/white passenger activated the TSA alarm system indicating she had explosives on her person. The passenger, when confronted about the incident, became very upset that she was being delayed and Officer Stankowski was able to calm her down. It was determined that the screening device had provided a false positive and there was no threat. The passenger was allowed to proceed onto her flight.

- 10/02/22 At 12:45 PM, Officer Houston was dispatched to the CWA terminal regarding a welfare check of two individuals that were passed out and had with them a pit bulldog. Also responding to the scene was Kronenwetter Officer Seehafer. Upon arrival officers did locate 2 subjects that were passed out but also had in their possession on a leash their pit bulldog. Officers were able to secure the dog in a kennel at which time Mosinee Rescue squad was summoned to the scene. Officers were able to arouse a subject identified as Calvin G. Oswald, male/white, DOB: 11/13/97, who indicated that he and his friend, Dillon C. Quintana, male/white, DOB: 01/10/94, had come from the Wausau area and were awaiting a flight. Calvin indicated that prior to arrival at the terminal they had injected heroin and that was the reason for their unresponsiveness. Mosinee Rescue squad administered 2 full doses of Narcan to Dillon with minimal effect, at which time he was transported to Wausau Aspirus Hospital for further evaluation. Calvin was able to summon a ride from a friend who conveyed him to the hospital.
- 11/17/22 At 11:25 AM, Officer Stankowski was summoned to the CWA terminal for a citizen that was confused and intoxicated. Investigation indicated that the subject, Eric Gregory, male/white, 64 years of age, was dropped off at the CWA terminal from WI Rapids with the intention of obtaining a flight to Atlanta, GA. The subject indicated that he was confused and consented to a PBT which indicated that he had a .297 BAC. The subject was declined entry to the Delta flight due to his intoxication and was offered a ride to the Quality Inn hotel until his next flight on 11/18/22, however, he refused to go. Arrangements were made with the terminal personnel that Gregory could remain inside the terminal for the duration of the night If he did not cause any further problems. Of note, Officer Stankowski did recover from the subject's backpack 3 unopened cans of beer that were property disposed of.
- 12/07/22 At 5:35 PM, Officer Houston was dispatched to Avis Rental Car at the CWA terminal regarding an auto theft complaint. Investigation indicated that a subject rented a car from this location, however, failed to return it in the required time frame. Continued follow up investigation revealed that the vehicle was driven to the Chicago area and was involved in an accident which was handled by the Chicago PD. Avis Rental car confirmed that they had been notified of the recovery of the stolen auto.

2023

24 major event calls at CWA

- 01/07/23 At 7:00 PM, Officer Houston responded to CWA regarding a medical emergency that was occurring on an incoming flight. Information from the aircraft indicated that a passenger was having a medical emergency and needed to be conveyed immediately to an area hospital via ambulance upon landing. Officer Houston assisted the Mosinee EMS onto the runway where the patient was removed from the aircraft and placed into the ambulance.
- 02/08/23 At 7:05 AM, Officer Houston and Mosinee Rescue Squad were dispatched to CWA for a medical emergency. Investigation indicated that an adult male passenger who was boarding at Gate # 3 began to uncontrollably shake, and medical personnel was summoned to the scene. Medical personnel determined that the victim had an anxiety attack and was medically cleared to travel.
- 03/01/23 At 5:30 PM, Officer Wudi was dispatched to CWA regarding a theft and Criminal Damage to Property (CDTP) investigation. Investigation indicated that a passenger on an American Airlines flight had his luggage damaged and entered into, in which some articles of clothing were taken. No suspects were developed.
- 03/13/23 At 4:30 PM, Officer Wudi was dispatched to the CWA parking lot for a Hit and Run accident. Investigation indicated that the victim's vehicle had been parked in the lot on March 6th and upon returning the victim noticed damage to the front door. No suspect vehicle has been identified and the investigation is ongoing.
- 04/13/23 At 6:50 AM, Officer Stankowski, Officer Houston and KPD Seehafer were dispatched to CWA regarding an uncooperative passenger. Investigation indicated that a passenger awaiting a flight had an anxiety attack, was intoxicated, and became very emotional when speaking about his flight to see his son in CA. The passenger was initially uncooperative with airline personnel which required them to summon law enforcement. Upon interviewing the passenger, it was learned that his son fly's military aircraft which creates an anxiety attack for him. A safety plan was put into place which allowed him to take an afternoon flight.

- 04/17/23 At 11:00 PM, Officer Houston, Officer Sutherland and Chief Grams provided traffic control for the Honor Flight at CWA. Upon conclusion of the traffic control, a female/adult, age 86, while attempting to leave the airport terminal, fell and struck her head on the concrete curbing causing a laceration. Officers responded to the scene and summoned the Mosinee Rescue squad. Medical personnel subsequently conveyed the subject to Aspirus Hospital for further evaluation.
- 05/06/23 At 7:30 PM, Officer Houston was dispatched to CWA regarding a medical emergency of an 81-year-old passenger that was on an inbound flight to the airport. Also responding to the scene was Mosinee Rescue Squad. Investigation indicated that the passenger had fallen to the ground upon exiting the aircraft. Investigation indicated that the passenger had heart issues and was subsequently conveyed to Aspirus Hospital by the Mosinee Rescue Squad.
- 07/01/23 At 9:20 AM, Officer Stankowski was dispatched to CWA for a passenger that needed medical treatment. Mosinee Rescue Squad also responded to the scene and assessed the victim who had flu like symptoms. The passenger was conveyed to Aspirus Hospital.
- 07/05/23 At 6:30 PM, Officer Krause was dispatched to CWA regarding a theft investigation. Investigation indicated that 2 passengers had responded to The Blind Rooster cooler area and removed alcoholic beverages from the unlocked cooler. The passengers remained on scene and consumed the beverages while waiting for their flight. Interviews conducted by Officer Krause indicated that the passengers had intended on leaving funds on the bar area as there was no personnel on scene to collect the money. Officer Krause did contact The Blind Rooster management and they indicated that they did not wish to pursue charges against the passengers.
- 07/08/23 At 4:20 PM, Officer Rindfleisch was dispatched to the CWA parking lot for a two-vehicle accident. Investigation indicated that a vehicle collided into a parked car during a backing up maneuver. No injuries were reported.
- 07/18/23 At 9:00 AM, Officer Houston was dispatched to CWA to meet TSA personnel regarding a m/h subject, age 22 that did not speak English and had been dropped off at the airport 2 days prior without any money or identification. Initial investigation indicated that the subject was attempting to return to Guatemala. Due to the language barrier, and unavailability of any translators

in the local law enforcement agencies, including TSA, Officer Houston was able to identify a translator, Tony Gonzalez, who responded to the scene. After 4 hours on scene, it was determined that the subject was 17 years of age and had been employed at Johnson Creek Dairy. Contact was made with the subject's mother, who was also employed there, and he was returned to the mother.

- 08/03/23 At 9:20 AM, Officer Stankowski and Chief Grams were summoned to an active physical fight occurring at CWA, in particular the construction site of the new East runway. Upon arrival, Officer Stankowski and Chief Grams initially located a battery victim and the site foreman for Interstate Sealant and Concrete. Investigation indicated that members of Interstate Sealant and Concrete, who were working on the newly constructed runway, were involved in a verbal argument with a coworker identified as Everett Noel, male/black, DOB: 8/15/89. The argument initially occurred when the site manager advised Everett that he was doing his job improperly, which escalated from a verbal to a physical altercation. All parties were separated, and Everett was issued a municipal citation for Disorderly Conduct. Of note, the construction company is based out of Green Bay and had been staying at a hotel in Rib Mountain. In an effort to eliminate any future problems, Everett was conveyed by Officer Stankowski and Chief Grams to the hotel in Rib Mountain.

- 08/03/23 At 2:20 PM, Officer Krause was dispatched to CWA and met the manager of Enterprise Car Rental. The manager indicated that a vehicle had been rented out by Mary Hoppe and the vehicle had not been returned and wanted to file an auto theft complaint. Officer Krause was able to obtain a phone number for Ms. Hoppe and contacted her. She indicated that she believed she had a longer period of time to return the vehicle, however, once provided the information, she returned the auto immediately and no auto theft complaint was filed.

- 09/02/23 At 12:40 PM, Officer Wudi was summoned to CWA by security personnel who had observed a purse in a vehicle that was unlocked in the parking lot. Officer Wudi was able to obtain the phone number of the registered owner, at which time they responded to the scene, obtained the purse, and secured the vehicle.

- 09/02/23 At 2:10 PM, Officer Wudi received information that a subject on an incoming flight to CWA was wanted on 2 felony warrants from Washburn and Sawyer County regarding failure to appear in court. The subject had been identified as Kurt M. Brock, male/white, age 49. Prior to arrival, Officer Wudi was able to obtain a booking photo of the subject to assist in the identification of the suspect. Also responding to the scene to assist Officer Wudi with the arrest

was Kronenwetter Officer Xiong. Upon arrival at CWA, officers monitored the terminal and observed the suspect exiting the terminal at which time he entered an awaiting vehicle. A traffic stop on the suspect vehicle was conducted and the passenger, Kurt Brock, was taken into custody and conveyed by Officer Wudi to the MCJ for processing.

- 09/21/23 At 6:30 AM, Officer Rindfleisch and Kronenwetter Officer Xiong were dispatched to CWA per TSA personnel regarding a suicidal subject. Investigation indicated that a passenger had arrived late for her flight and upon being advised of this, she became mad, and began to swear at TSA personnel stating that she wanted to “kill herself.” Officers interviewed the adult female subject who stated that she had overreacted and did not want to harm herself but was upset over the missed flight. Arrangements were made to have the passenger rebooked on a later flight that day, however, she indicated she would remain inside the terminal for the duration of the day.
- 10/02/23 At 3:00 PM, Officer Wudi was dispatched to CWA to meet TSA employees regarding the recovery of THC and drug paraphernalia. Investigation indicated that a passenger leaving CWA enroute to Oklahoma had a small amount of THC and drug paraphernalia located in his carryon bag. These items were seized as evidence and the subject was issued a citation for Possession of THC.
- 10/10/23 At 6:15 AM, Officer Rindfleisch was initially dispatched to CWA regarding (5) five TSA employees who had been overcome by fumes, had passed out and / or vomited while at their security check points. Also responding to the scene were 2 Mosinee Fire Department ambulance units along with day shift Officer Stankowski and Chief Grams. Investigation indicated that while assisting passengers at the TSA inspection points, a strong odor of “moth balls” was detected by TSA personnel when dealing with an adult female Asian passenger. After the passenger left the area, the employees became ill – began to vomit and pass out. Additional investigation at the baggage check in point with TSA personnel indicated that a suitcase which had been loaded onto the Delta airlines flight also emitted an odor of “moth balls.” Prior to arrival of officers, the Delta flight had been allowed to depart in route to Minneapolis, MN. Officer Rindfleisch subsequently conducted interviews of all the TSA employees who were treated and released from an area hospital. Mosinee Fire Department and WPS responded to the scene and checked the interior of the airport for any gas leaks which may have caused the incident, however, this was met with negative results. Chief Grams subsequently contacted the TSA supervisor located in Milwaukee and coordinated efforts for the investigation which is ongoing.

- 10/31/23 At 4:56 PM, Officer Wudi was dispatched to CWA regarding an auto theft investigation. This investigation encompassed several days and involved multiple jurisdictions in which several suspects were arrested out of state. In investigation is ongoing.
- 11/01/23 At 3:00 PM, Officer Wudi was dispatched to CWA to meet TSA personnel regarding a passenger that had suspected marijuana. Investigation indicated that an adult female awaiting a departing flight from CWA to Denver had hidden THC gummies in a bag of Jolly Rancher candies. Additionally, the passenger had 2 THC vapes on her person. The suspect admitted to using THC at a friend's house prior to arriving at the CWA terminal awaiting her departure for Denver. The suspect was issued a Municipal citation for Possession of THC.
- 11/01/23 At 7:00 PM, Officer Wudi was dispatched to CWA regarding an auto theft investigation. Investigation indicated that the victim's 2022 Dodge Durango, which had been parked in the CWA lot was taken by 2 male black subjects who had arrived in the airport parking lot operating a Cadillac automobile. Investigation indicated that the occupants of the Cadillac had committed 8 to 9 window smash thefts from vehicles in Brown County. After committing those offenses, the suspects committed the auto theft at CWA. Investigation further indicated that the suspects while operating the stolen Dodge Durango, proceeded to Menominee, WI and committed additional window smash thefts from vehicles. Investigation indicated that the suspects proceeded into Minneapolis, MN where the Dodge Durango was involved in a hit and run accident during which time the suspects fled from the vehicle. On 11/2/23, two male black suspects were arrested during a high-speed chase in Eau Claire. The suspects were identified as Demitrius Major, m/b, 04/16/2005 and Kawan Robinson, m/b, 02/17/2006. Suspects have been charged in Eau Claire for the following offenses: Recklessly Endangering Safety, Fleeing from an Officer, Identity Theft. Officer Wudi is continuing his investigation with Detectives from Brown County as property was recovered from the Dodge Durango which had been taken in the other offenses.
- 11/18/23 At 4:00 PM, Officer Wudi was dispatched to the CWA regarding a welfare check of an adult female who appeared to be despondent. Officer Wudi identified the subject, female white, age 56, who indicated that she was awaiting the arrival of a male friend whom she had been financially supporting for 2.5 years and was awaiting his arrival on a flight and she had never met the subject. Investigation indicated that the male subject never arrived, and the female was unclear as to what had occurred. Officer Wudi provided her guidance and instructed her to return home and ensured her safe departure.

11/23/23 At 10:50 am Officer Krause was dispatched to Piper Cub Lane which is on the CWA property in regard to an illegal hunting complaint. Officer Krause was able to locate and interview the hunters that were on the property, and they were advised to leave.

12/15/23 At 3:15 PM, Officer Houston was dispatched to the CWA terminal to meet TSA personnel. Investigation indicated that an adult, male passenger attempting to board a plane, had an illegal knife in his carry-on bag which was discovered by TSA personnel. Officer Houston took possession of the knife, and the passenger was allowed to continue with his flight.

2024

10 event calls at CWA through March 31, 2024

- 01/09/24 At 6:00 PM, Officer Wudi was dispatched to meet a female subject at CWA. Investigation indicated that the female passenger, while at the terminal, was confronted by 3 adult males, who indicated that their flight was canceled and wanted a ride from the reporting subject. The reporting subject feared for her safety, left the area, and immediately called the police to provide notification of the incident. Officer Wudi was unable to locate the 3 male subjects referenced by the reporting party.
- 01/18/24 At 12:03 AM, Officer Scott Houston responded to the CWA in an effort to conduct a walk-through security check of the terminal. Upon gaining access to the 2nd floor, Officer Houston observed a male subject to be sleeping on a bench in the upper level of the terminal across from the bathrooms. Officer Houston identified the subject who indicated that he was sleeping in the terminal as he was awaiting an early morning flight at 5:00 AM for Chicago.
- 01/28/24 At 6:35 PM, Officer Wudi was requested per the Wood County Sheriff's Department to respond to the CWA parking lot and terminal to check for a suspect identified as Jesse J. Staab, male/white, DOB: 7/30/78. Investigation indicated that this subject was wanted on a probation warrant and information was received that the suspect was attempting to leave the area via a flight out of CWA. Officer Wudi was unable to locate the suspect or the suspect's vehicle at that location.
- 02/06/24 4:00 PM Officer Wudi was dispatched to meet a CWA TSA Supervisor regarding the recovery of a small amount of THC in a passenger's luggage. Investigation indicated that the passenger was boarding an airplane with the final destination to be California. The female had a small amount of marijuana in her luggage. The female subject was issued a citation for POCS-THC.
- 02/11/24 10:11 AM Officer Blawat and Officer Stankowski along with Kronenwetter Sgt. Seehafer were dispatched to CWA regarding a mental health subject. Investigation from the reporting party indicated that a passenger on an incoming flight to CWA was using drugs and unstable. Officers were able to locate and identify the passenger who confirmed that prior to boarding the

flight in his hotel, he did use cocaine. However, he stated he was not under the influence at the current time. He did admit when he uses cocaine, he feels unsafe when he is around other individuals. Of note, the subject, male white 25 YOA did have an existing warrant from the Pennsylvania State Police. However, this warrant was not extraditable. The subjects' parents were contacted via phone, and they responded to the scene as they reside in the area. The parents conveyed the subject to Aspirus Hospital in Wausau. While at the hospital the subject became suicidal, and Wausau Police Department responded and conveyed him to North Central Health Care.

02/27/24 5:45 PM Officer Wudi and Kronenwetter Officer Konopacki were dispatched to CWA airport in response to a subject with a firearm. Investigation indicated that a female white subject 42 YOA had been involved in a domestic argument with her husband at their residence in the Town of Mosinee. The female decided to respond to CWA airport in an attempt to leave the state via an airline. The subject is a CCW permit holder and she had a loaded handgun in her purse. The subject was intoxicated during the interview with the officers. The subject failed a field sobriety test and submitted to a portable breath test (PBT) which indicated a BAC of .27. Officer Wudi contacted Chief Grams and Officer Stankowski for instruction and was advised to convey her to the hospital for a legal blood draw for potential charges of intoxicated while armed. Officer Wudi also contacted the Sheriff's Department and briefed them regarding the domestic violence investigation in their jurisdiction.

03/13/24 At 4:08 PM Officer Blawat was dispatched to CWA regarding a welfare check on a male/white passenger. Officer Blawat was able to locate a passenger who had just exited a flight and had admitted to using illegal drugs prior to boarding his departing flight at CWA. The subject indicated signs of mental stress at which time North Central Health Care was contacted and a safety plan was put in place for the passenger.

03/15/24 At 4:45 PM Officer Wudi was dispatched to CWA airport regarding a theft investigation. Investigation indicated that a passenger on Avelo Airlines arrived at CWA and indicated that \$100.00 had been taken from his baggage. Investigation indicated that it was unknown if this incident occurred at CWA or at the original departure which was in Orlando FL. A check of the video evidence at CWA provided no suspects in the investigation.

03/15/24 At 4:45 PM Officer Houston and Officer Wudi while investigating the prior complaint at CWA was advised by TSA personnel of a passenger attempting to board an aircraft who had a false Wisconsin DL on her person. The

passenger who spoke broken English was difficult to understand. Officer Houston used Google translate in an attempt to communicate with the passenger. The fake ID was confiscated, and the passenger's identity was obtained. A wanted check provided negative warrants and the passenger was allowed to board the aircraft. (scene investigation was 1 hour)

03/18/24 At 5:34 AM Officer Rindfleisch was dispatched to CWA Airport to meet TSA personnel regarding the recovery of a loaded handgun. Investigation indicated that a passenger was attempting to board a Delta aircraft enroute to Orlando. The passenger baggage was checked via the X-ray machine which revealed a potential handgun. Officer Rindfleisch retrieved the handgun which was a functional 380 Caliber semi-automatic handgun which had been loaded with 8 unfired rounds of ammunition. Investigation indicated that the passenger was a valid CCW permit holder and had forgotten to secure his firearm in his vehicle prior to boarding. The firearm was then secured in the passenger's vehicle and the passenger was allowed to board the aircraft (1 hour scene investigation)

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Cante

COMMUNICATIONS

Call Time	Event ID	Rpt #	Street	Nature	Additi
12/31/2022 14	22177756		100 CWA DR	EXTRA PATROL	
12/21/2022 10	22173438		100 CWA DR	INFORMATION	
12/14/2022 14	22169658		100 CWA DR	SERVICE MISCELL	
12/13/2022 13	22169153		100 CWA DR	SERVICE MISCELL	
12/07/2022 08	22166256		100 CWA DR	INFORMATION	STE 22
12/06/2022 11	22165845		100 CWA DR	EXTRA PATROL	
11/22/2022 13	22159731		100 CWA DR	BUSINESS SECURI	
11/14/2022 03	22155740		100 CWA DR	EXTRA PATROL	
11/08/2022 13	22153106		100 CWA DR	BUSINESS SECURI	
10/31/2022 10	22149111		100 CWA DR	SERVICE MISCELL	
10/31/2022 10	22149094		100 CWA DR	EXTRA PATROL	
10/28/2022 10	22147722		100 CWA DR	SERVICE MISCELL	
10/18/2022 15	22142792		100 CWA DR	SERVICE MISCELL	
10/13/2022 14	22140462		100 CWA DR	SERVICE MISCELL	
10/12/2022 15	22139963		100 CWA DR	SERVICE MISCELL	
10/12/2022 09	22139794		100 CWA DR	SERVICE MISCELL	
10/11/2022 14	22139419		100 CWA DR	SERVICE MISCELL	
10/11/2022 10	22139335		100 CWA DR	EXTRA PATROL	
10/05/2022 15	22136458		100 CWA DR	SERVICE MISCELL	
10/03/2022 21	22135574		100 CWA DR	COMMUNITY RELAT	
09/30/2022 21	22134127		100 CWA DR	WELFARE CHECK	STE 22
09/29/2022 09	22133314		100 CWA DR	SERVICE MISCELL	
09/28/2022 12	22132888		100 CWA DR	SERVICE MISCELL	
09/27/2022 16	22132521		100 CWA DR	SERVICE MISCELL	
09/27/2022 14	22132469		100 CWA DR	SERVICE MISCELL	
09/25/2022 22	22131638	22003973	100 CWA DR	VEHICLE ATL	STE 22
09/21/2022 14	22129467		100 CWA DR	BUSINESS SECURI	
09/21/2022 09	22129324		100 CWA DR	INFORMATION	
09/07/2022 01	22122001		100 CWA DR	BUSINESS SECURI	
09/06/2022 16	22121753		100 CWA DR	COMMUNITY RELAT	
08/31/2022 14	22118561		100 CWA DR	CRIMINAL MISCEL	

Call Time	Event ID	Rpt #	Street	Nature	Additi
08/29/2022	16 22117435	22000300	100 CWA DR	MEDICAL EMERGEN	DIST:
08/29/2022	14 22117347		100 CWA DR	MEDICAL EMERGEN	DIST:
08/29/2022	14 22117346	22003589	100 CWA DR	MEDICAL EMERGEN	DIST:
08/29/2022	14 22117345		100 CWA DR	MEDICAL EMERGEN	DIST:
08/27/2022	14 22116373		100 CWA DR	911 HANG UP	DIST:
08/25/2022	15 22115362		100 CWA DR	FOLLOW-UP INVES	
08/25/2022	11 22115233		100 CWA DR	SERVICE MISCELL	
08/24/2022	16 22114818		100 CWA DR	FOLLOW-UP INVES	
08/23/2022	16 22114271	22000290	100 CWA DR	HIT & RUN CRASH	
08/10/2022	10 22107325		100 CWA DR	INFORMATION	
08/05/2022	10 22104700	22000270	100 CWA DR	WELFARE CHECK	
07/20/2022	09 22096577		100 CWA DR	INFORMATION	STE 22
07/16/2022	06 22094601		100 CWA DR	MEDICAL EMERGEN	DIST:
07/16/2022	06 22094600	22000252	100 CWA DR	MEDICAL EMERGEN	DIST:
07/16/2022	06 22094599		100 CWA DR	MEDICAL EMERGEN	DIST:
07/08/2022	05 22090586		100 CWA DR	MEDICAL EMERGEN	STE 22
07/08/2022	05 22090587		100 CWA DR	MEDICAL EMERGEN	STE 22
07/08/2022	05 22090585		100 CWA DR	MEDICAL EMERGEN	STE 22
07/06/2022	09 22089602		100 CWA DR	INFORMATION	
06/06/2022	22 22074379		100 CWA DR	TRAFFIC MISCELL	
05/25/2022	08 22067724		100 CWA DR	INFORMATION	
05/18/2022	01 22063984		100 CWA DR	EXTRA PATROL	
05/11/2022	12 22060437		100 CWA DR	INFORMATION	
05/03/2022	09 22056308		100 CWA DR	SERVICE MISCELL	
05/02/2022	21 22056101		100 CWA DR	COMMUNITY RELAT	
04/25/2022	14 22052852		100 CWA DR	911 HANG UP	DIST:
04/18/2022	06 22049492		100 CWA DR	CRIMINAL MISCEL	
04/13/2022	14 22047464		100 CWA DR	CRIMINAL MISCEL	
04/13/2022	10 22047317		100 CWA DR	COMMUNITY RELAT	
03/30/2022	09 22040942		100 CWA DR	INFORMATION	STE 22
01/24/2022	13 22010970		100 CWA DR	911 HANG UP	DIST:
01/19/2022	10 22008567		100 CWA DR	INFORMATION	

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CALLS

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COMMUNICATIONS

Call Time	Event ID	Rpt #	Street	Nature	Additi
12/23/2022 14	22174516		100-227 CWA DR	VEHICLE LOCKOUT	STE 22
12/23/2022 04	22174330		100-227 CWA DR	SERVICE MISCELL	DIST:
12/21/2022 15	22173637		100-227 CWA DR	WELFARE CHECK	STE 22
12/14/2022 08	22169549		100-227 CWA DR	INFORMATION	STE 22
11/30/2022 09	22163154		100-227 CWA DR	INFORMATION	STE 22
11/23/2022 09	22160104		100-227 CWA DR	INFORMATION	STE 22
11/17/2022 11	22157457		100-227 CWA DR	WELFARE CHECK	DIST:
11/16/2022 09	22156958		100-227 CWA DR	INFORMATION	STE 22
11/09/2022 09	22153457		100-227 CWA DR	INFORMATION	STE 22
11/02/2022 14	22150206		100-227 CWA DR	SERVICE MISCELL	STE 22
11/02/2022 09	22150066		100-227 CWA DR	INFORMATION	STE 22
10/26/2022 09	22146744		100-227 CWA DR	INFORMATION	STE 22
10/17/2022 18	22142332		100-227 CWA DR	VEHICLE LOCKOUT	STE 22
10/17/2022 16	22142297		100-227 CWA DR	INFORMATION	STE 22
10/15/2022 13	22141336	22000363	100-227 CWA DR	CRIMINAL MISCEL	STE 22
10/12/2022 08	22139782		100-227 CWA DR	INFORMATION	STE 22
10/11/2022 14	22139440		100-227 CWA DR	MEDICAL EMERGEN	DIST:
10/11/2022 14	22139436		100-227 CWA DR	MEDICAL EMERGEN	DIST:
10/11/2022 14	22139427	22000358	100-227 CWA DR	TRAFFIC CRASH P	DIST:
10/06/2022 10	22136823		100-227 CWA DR	SERVICE MISCELL	STE 22
10/05/2022 06	22136232		100-227 CWA DR	911 HANG UP	DIST:
10/03/2022 20	22135566		100-227 CWA DR	COMMUNITY RELAT	STE 22
10/02/2022 14	22134866		100-227 CWA DR	WELFARE CHECK	STE 22
10/02/2022 13	22134831		100-227 CWA DR	MEDICAL EMERGEN	STE 22
10/02/2022 12	22134819	22000342	100-227 CWA DR	SERVICE MISCELL	STE 22
09/28/2022 09	22132813		100-227 CWA DR	INFORMATION	STE 22
09/14/2022 09	22125718		100-227 CWA DR	INFORMATION	STE 22
09/09/2022 09	22123275		100-227 CWA DR	SERVICE MISCELL	STE 22
09/03/2022 13	22120237		100-227 CWA DR	SERVICE MISCELL	STE 22
08/31/2022 09	22118388		100-227 CWA DR	ALARMS	STE 22
08/31/2022 09	22118384		100-227 CWA DR	INFORMATION	STE 22

Call Time	Event ID	Rpt #	Street	Nature	Additi
08/30/2022	07 22117723		100-227 CWA DR	WELFARE CHECK	STE 22
08/27/2022	06 22116225	22000297	100-227 CWA DR	CRIMINAL MISCEL	DIST:
08/27/2022	05 22116216		100-227 CWA DR	MEDICAL EMERGEN	DIST:
08/27/2022	05 22116217		100-227 CWA DR	MEDICAL EMERGEN	DIST:
08/27/2022	05 22116215		100-227 CWA DR	MEDICAL EMERGEN	DIST:
08/24/2022	10 22114641		100-227 CWA DR	INFORMATION	STE 22
08/17/2022	09 22110762		100-227 CWA DR	INFORMATION	STE 22
08/12/2022	13 22108495	22000287	100-227 CWA DR	CRIMINAL MISCEL	STE 22
08/09/2022	14 22106890		100-227 CWA DR	SERVICE MISCELL	STE 22
08/03/2022	08 22103545		100-227 CWA DR	INFORMATION	STE 22
07/14/2022	22 22093990		100-227 CWA DR	SERVICE MISCELL	DIST:
07/13/2022	09 22093113		100-227 CWA DR	INFORMATION	STE 22
07/02/2022	22 22087993		100-227 CWA DR	CRIMINAL MISCEL	STE 22
06/29/2022	09 22086157		100-227 CWA DR	INFORMATION	STE 22
06/22/2022	09 22082496		100-227 CWA DR	INFORMATION	STE 22
06/17/2022	13 22080107		100-227 CWA DR	CRIMINAL MISCEL	STE 22
06/15/2022	09 22078941		100-227 CWA DR	INFORMATION	STE 22
06/06/2022	22 22074364		100-227 CWA DR	MEDICAL EMERGEN	STE 22
06/06/2022	22 22074365		100-227 CWA DR	MEDICAL EMERGEN	STE 22
06/06/2022	22 22074362		100-227 CWA DR	MEDICAL EMERGEN	STE 22
06/06/2022	21 22074335		100-227 CWA DR	COMMUNITY RELAT	STE 22
06/04/2022	06 22073095		100-227 CWA DR	CRIMINAL MISCEL	STE 22
06/03/2022	13 22072707		100-227 CWA DR	EXPLOSIVE EVENT	STE 22
06/03/2022	13 22072708		100-227 CWA DR	EXPLOSIVE EVENT	STE 22
06/03/2022	13 22072706		100-227 CWA DR	EXPLOSIVE EVENT	STE 22
06/02/2022	16 22072270		100-227 CWA DR	SERVICE MISCELL	STE 22
05/25/2022	08 22067730		100-227 CWA DR	INFORMATION	STE 22
05/22/2022	18 22066377		100-227 CWA DR	TRAFFIC HAZARD	STE 22
05/18/2022	21 22064433		100-227 CWA DR	SERVICE MISCELL	DIST:
05/18/2022	08 22064039		100-227 CWA DR	INFORMATION	STE 22
05/17/2022	06 22063470		100-227 CWA DR	CRIMINAL MISCEL	STE 22
05/13/2022	05 22061383		100-227 CWA DR	VEHICLE LOCKOUT	STE 22
05/07/2022	16 22058480	22000149	100-227 CWA DR	HIT & RUN CRASH	STE 22
05/04/2022	07 22056797		100-227 CWA DR	INFORMATION	STE 22
04/27/2022	08 22053532		100-227 CWA DR	INFORMATION	STE 22

Call Time	Event ID	Rpt #	Street	Nature	Additi
04/13/2022 07	22047244		100-227 CWA DR	INFORMATION	STE 22
04/06/2022 09	22044097		100-227 CWA DR	INFORMATION	STE 22
04/01/2022 07	22041827		100-227 CWA DR	CONTROLLED BURN	STE 22
03/30/2022 10	22040958		100-227 CWA DR	INFORMATION	STE 22
03/23/2022 07	22037835		100-227 CWA DR		STE 22
03/15/2022 20	22034397		100-227 CWA DR	MEDICAL EMERGEN	DIST:
03/15/2022 20	22034396		100-227 CWA DR	MEDICAL EMERGEN	DIST:
03/15/2022 20	22034395		100-227 CWA DR		DIST:
03/15/2022 19	22034393		100-227 CWA DR	WELFARE CHECK	DIST:
02/16/2022 07	22021128		100-227 CWA DR	INFORMATION	STE 22
02/10/2022 13	22018382		100-227 CWA DR	CRIMINAL MISCEL	STE 22
02/04/2022 05	22015649		100-227 CWA DR	SERVICE MISCELL	STE 22
02/02/2022 07	22014773		100-227 CWA DR	INFORMATION	STE 22
01/26/2022 10	22011764		100-227 CWA DR	ALARMS	STE 22
01/26/2022 10	22011761		100-227 CWA DR	INFORMATION	STE 22
01/25/2022 14	22011391		100-227 CWA DR	911 HANG UP	DIST:
01/05/2022 07	22001907		100-227 CWA DR	INFORMATION	STE 22
01/02/2022 04	22000559		100-227 CWA DR	VEHICLE LOCKOUT	STE 22

17
Calls

1/1/22 - 12/31/22

COMMUNICATIONS

Call Time	Event ID	Rpt #	Street	Nature	Additi
10/06/2022	10 22136818		200 CWA DR	SERVICE MISCELL	
08/04/2022	08 22104097		200 CWA DR	SERVICE MISCELL	
07/07/2022	13 22090272		200 CWA DR	SERVICE MISCELL	
07/07/2022	11 22090197		200 CWA DR	SERVICE MISCELL	
06/09/2022	15 22075773		200 CWA DR	SERVICE MISCELL	
05/18/2022	11 22064139		200 CWA DR	INFORMATION	
05/02/2022	09 22055747		200 CWA DR	SERVICE MISCELL	
03/28/2022	10 22040044		200 CWA DR	SERVICE MISCELL	
03/24/2022	05 22038267		200 CWA DR	EXTRA PATROL	
03/21/2022	15 22037155		200 CWA DR	CRIMINAL MISCEL	
03/10/2022	11 22031973		200 CWA DR	FOLLOW-UP INVES	
03/09/2022	08 22031349		200 CWA DR	FOLLOW-UP INVES	
03/09/2022	08 22031344		200 CWA DR	SERVICE MISCELL	
02/21/2022	13 22023947		200 CWA DR	SERVICE MISCELL	
02/09/2022	14 22017979		200 CWA DR	SERVICE MISCELL	
01/10/2022	15 22004525		200 CWA DR	SERVICE MISCELL	
01/10/2022	15 22004522		200 CWA DR	SERVICE MISCELL	

12/8/22
1/1/22 -

COMMUNICATIONS

Call Time	Event ID	Rpt #	Street	Nature	Additi
04/25/2022 15 22052873			300 CWA DR	SERVICE MISCELL	

1/1/23 - 12/31/23 100 Calls

COMMUNICATIONS

Call Time	Event ID	Rpt #	Street	Nature	Additi
12/15/2023 15 23170426			100 CWA DR	SERVICE MISCELL	
12/14/2023 01 23169689			100 CWA DR	EXTRA PATROL	
12/09/2023 02 23167596			100 CWA DR	EXTRA PATROL	
12/05/2023 08 23165696			100 CWA DR	EXTRA PATROL	
11/29/2023 09 23162779			100 CWA DR		
11/29/2023 08 23162756			100 CWA DR	SERVICE MISCELL	
11/28/2023 08 23162230			100 CWA DR	SERVICE MISCELL	
11/22/2023 11 23159772			100 CWA DR	INFORMATION	
11/21/2023 13 23159304			100 CWA DR	SERVICE MISCELL	
11/21/2023 08 23159188			100 CWA DR	COMMUNITY RELAT	
11/19/2023 04 23158285			100 CWA DR	EXTRA PATROL	
11/18/2023 07 23157861			100 CWA DR	911 HANG UP	
11/11/2023 10 23154333			100 CWA DR	EXTRA PATROL	
11/05/2023 15 23151474			100 CWA DR	MEDICAL EMERGEN	
11/05/2023 15 23151473			100 CWA DR	MEDICAL EMERGEN	
11/05/2023 15 23151472			100 CWA DR	MEDICAL EMERGEN	
10/27/2023 06 23146958		23000388	100 CWA DR	CRIMINAL MISCEL	
10/25/2023 09 23146056			100 CWA DR	INFORMATION	
10/20/2023 05 23143774			100 CWA DR	VEHICLE LOCKOUT	
10/20/2023 05 23143769			100 CWA DR	FOLLOW-UP INVES	
10/15/2023 08 23141441			100 CWA DR	EXTRA PATROL	
10/11/2023 08 23139514			100 CWA DR	INFORMATION	STE 22
09/27/2023 09 23132715			100 CWA DR	INFORMATION	STE 22
09/25/2023 22 23132075			100 CWA DR	COMMUNITY RELAT	
09/25/2023 22 23132074			100 CWA DR	COMMUNITY RELAT	
09/13/2023 08 23126076			100 CWA DR	INFORMATION	
09/06/2023 10 23122963			100 CWA DR	SERVICE MISCELL	
08/30/2023 08 23119508			100 CWA DR	INFORMATION	
08/16/2023 08 23112556			100 CWA DR	INFORMATION	
08/08/2023 14 23108652			100 CWA DR	SERVICE MISCELL	
08/02/2023 08 23105470			100 CWA DR	INFORMATION	

Call Time	Event ID	Rpt #	Street	Nature	Additi
07/26/2023 08	23101838		100 CWA DR	INFORMATION	
07/25/2023 13	23101438		100 CWA DR	VEHICLE ATL	
07/19/2023 09	23098290		100 CWA DR	EXTRA PATROL	
07/19/2023 08	23098262		100 CWA DR	INFORMATION	
07/18/2023 09	23097687		100 CWA DR	SERVICE MISCELL	
07/05/2023 18	23091417	23000247	100 CWA DR	CRIMINAL MISCEL	
07/05/2023 15	23091319		100 CWA DR	SERVICE MISCELL	
07/05/2023 08	23091099		100 CWA DR	INFORMATION	
07/03/2023 15	23090211		100 CWA DR	CRIMINAL MISCEL	STE 22
07/01/2023 13	23089203		100 CWA DR	SERVICE MISCELL	
06/28/2023 14	23087395		100 CWA DR	EXTRA PATROL	
06/28/2023 12	23087348		100 CWA DR	ANIMAL COMPLAIN	
06/28/2023 11	23087316		100 CWA DR	VEHICLE LOCKOUT	
06/28/2023 11	23087301		100 CWA DR	INFORMATION	
06/28/2023 09	23087257		100 CWA DR	EXTRA PATROL	
06/21/2023 11	23083441		100 CWA DR		
06/13/2023 13	23079181		100 CWA DR	911 HANG UP	DIST:
06/08/2023 10	23076439		100 CWA DR	SERVICE MISCELL	
05/24/2023 15	23068081		100 CWA DR	BUSINESS SECURI	
05/24/2023 11	23067977		100 CWA DR	INFORMATION	
05/24/2023 08	23067879		100 CWA DR	TRAFFIC CRASH -	DIST:
05/24/2023 08	23067878		100 CWA DR	TRAFFIC CRASH -	DIST:
05/24/2023 08	23067877		100 CWA DR	TRAFFIC CRASH -	DIST:
05/19/2023 05	23065141		100 CWA DR	VEHICLE LOCKOUT	
05/15/2023 21	23063291		100 CWA DR	COMMUNITY RELAT	
05/08/2023 14	23059501		100 CWA DR	BUSINESS SECURI	
05/06/2023 19	23058620	23000217	100 CWA DR	MEDICAL EMERGEN	DIST:
05/06/2023 19	23058621		100 CWA DR	MEDICAL EMERGEN	DIST:
05/06/2023 19	23058618		100 CWA DR	MEDICAL EMERGEN	DIST:
05/05/2023 14	23058048		100 CWA DR	SERVICE MISCELL	
05/03/2023 14	23056962		100 CWA DR	BUSINESS SECURI	
04/30/2023 06	23055377		100 CWA DR	SERVICE MISCELL	
04/28/2023 11	23054557		100 CWA DR	MEDICAL EMERGEN	DIST:
04/28/2023 11	23054556		100 CWA DR	MEDICAL EMERGEN	DIST:
04/28/2023 11	23054555		100 CWA DR	MEDICAL EMERGEN	DIST:

Call Time	Event ID	Rpt #	Street	Nature	Additi
04/22/2023	15 23051760		100 CWA DR	SERVICE MISCELL	STE 22
04/21/2023	06 23051083		100 CWA DR	EXTRA PATROL	
04/17/2023	23 23049523		100 CWA DR	MEDICAL EMERGEN	DIST:
04/17/2023	23 23049524		100 CWA DR	MEDICAL EMERGEN	DIST:
04/17/2023	23 23049521		100 CWA DR	MEDICAL EMERGEN	DIST:
04/17/2023	21 23049498		100 CWA DR	COMMUNITY RELAT	
04/17/2023	21 23049495		100 CWA DR	COMMUNITY RELAT	
04/05/2023	10 23043170		100 CWA DR	EXTRA PATROL	
04/05/2023	10 23043169		100 CWA DR	SERVICE MISCELL	
03/31/2023	09 23040925		100 CWA DR	EXTRA PATROL	
03/23/2023	16 23037430		100 CWA DR	BUSINESS SECURI	
03/17/2023	14 23034762		100 CWA DR	BUSINESS SECURI	
03/15/2023	09 23033583		100 CWA DR	INFORMATION	113
03/08/2023	08 23030319		100 CWA DR	INFORMATION	
03/01/2023	08 23026986		100 CWA DR	INFORMATION	STE 22
02/21/2023	10 23023336		100 CWA DR		
02/20/2023	06 23022669		100 CWA DR	SERVICE MISCELL	
02/17/2023	14 23021523		100 CWA DR	911 HANG UP	DIST:
02/15/2023	09 23020452		100 CWA DR	INFORMATION	
02/04/2023	19 23015714		100 CWA DR	BUSINESS SECURI	
02/02/2023	13 23014648		100 CWA DR	TRAFFIC STOP	STE 22
02/02/2023	13 23014640		100 CWA DR	SERVICE MISCELL	
02/02/2023	08 23014548		100 CWA DR	BUSINESS SECURI	
02/01/2023	14 23014231		100 CWA DR	EXTRA PATROL	
02/01/2023	10 23014141		100 CWA DR	INFORMATION	STE 22
01/31/2023	09 23013652		100 CWA DR	EXTRA PATROL	
01/25/2023	09 23011002		100 CWA DR	INFORMATION	
01/18/2023	09 23007829		100 CWA DR	INFORMATION	
01/12/2023	21 23005478		100 CWA DR	911 HANG UP	DIST:
01/07/2023	19 23003013		100 CWA DR	MEDICAL EMERGEN	STE 22
01/07/2023	19 23003012		100 CWA DR	MEDICAL EMERGEN	STE 22
01/07/2023	18 23003011		100 CWA DR	MEDICAL EMERGEN	STE 22
01/04/2023	10 23001481		100 CWA DR	INFORMATION	
01/04/2023	10 23001475		100 CWA DR	EXTRA PATROL	

1/1/23 - 12/31/23
 CAUSE
 OF

COMMUNICATIONS

Call Time	Event ID	Rpt #	Street	Nature	Additi
12/27/2023 09 23175449			100-227 CWA DR	INFORMATION	STE 22
12/20/2023 09 23172611			100-227 CWA DR	INFORMATION	STE 22
12/13/2023 07 23169284			100-227 CWA DR	INFORMATION	STE 22
11/29/2023 09 23162774			100-227 CWA DR	INFORMATION	STE 22
11/28/2023 10 23162272			100-227 CWA DR	SERVICE MISCELL	STE 22
11/23/2023 10 23160219		23000420	100-227 CWA DR	CRIMINAL MISCEL	STE 22
11/18/2023 16 23158059			100-227 CWA DR	WELFARE CHECK	STE 22
11/17/2023 15 23157507			100-227 CWA DR	FOLLOW-UP INVES	STE 22
11/15/2023 13 23156448			100-227 CWA DR	INFORMATION	STE 22
11/09/2023 20 23153607			100-227 CWA DR	WELFARE CHECK	STE 22
11/08/2023 09 23152755			100-227 CWA DR	INFORMATION	STE 22
11/06/2023 15 23151906			100-227 CWA DR	FOLLOW-UP INVES	STE 22
11/01/2023 15 23149592			100-227 CWA DR	FOLLOW-UP INVES	STE 22
11/01/2023 15 23149574		23000395	100-227 CWA DR	CRIMINAL MISCEL	STE 22
11/01/2023 10 23149464			100-227 CWA DR	INFORMATION	STE 22
10/20/2023 05 23143775			100-227 CWA DR	CIVIL COMPLAINT	STE 22
10/18/2023 09 23142868			100-227 CWA DR	INFORMATION	STE 22
10/16/2023 03 23141751		23003662	100-227 CWA DR	TRAFFIC STOP	STE 22
10/02/2023 15 23135293		23000342	100-227 CWA DR	CRIMINAL MISCEL	STE 22
09/21/2023 06 23129907			100-227 CWA DR	MENTAL SUBJECT	DIST:
09/19/2023 11 23129021			100-227 CWA DR	VEHICLE LOCKOUT	STE 22
09/06/2023 13 23123024			100-227 CWA DR	INFORMATION	STE 22
09/02/2023 16 23121238			100-227 CWA DR	TELEPHONE MESSA	STE 22
09/02/2023 14 23121167		23000314	100-227 CWA DR	WARRANT SERVICE	STE 22
09/02/2023 12 23121125			100-227 CWA DR	SUSPICIOUS ACTI	STE 22
08/24/2023 03 23116482		23002942	100-227 CWA DR	TRAFFIC STOP	STE 22
08/23/2023 09 23116009			100-227 CWA DR	INFORMATION	STE 22
08/19/2023 20 23114332			100-227 CWA DR	SUSPICIOUS ACTI	STE 22
08/12/2023 07 23110635			100-227 CWA DR	TRAFFIC ESCORT	STE 22
08/09/2023 08 23109017			100-227 CWA DR	INFORMATION	STE 22
08/03/2023 09 23106060		23000279	100-227 CWA DR	FIGHT	DIST:

Call Time	Event ID	Rpt #	Street	Nature	Additi
08/03/2023	05 23106002		100-227 CWA DR	VEHICLE LOCKOUT	STE 22
07/08/2023	16 23092878	23000249	100-227 CWA DR	TRAFFIC CRASH	P STE 22
07/03/2023	09 23090034		100-227 CWA DR	SERVICE MISCELL	STE 22
07/01/2023	16 23089286		100-227 CWA DR	911 HANG UP	DIST:
07/01/2023	09 23089064		100-227 CWA DR	MEDICAL EMERGEN	DIST:
07/01/2023	09 23089065		100-227 CWA DR	MEDICAL EMERGEN	DIST:
07/01/2023	09 23089062		100-227 CWA DR	MEDICAL EMERGEN	DIST:
06/25/2023	05 23085715	23000237	100-227 CWA DR	CRIMINAL MISCEL	STE 22
06/14/2023	08 23079580		100-227 CWA DR	INFORMATION	STE 22
05/29/2023	10 23070622		100-227 CWA DR	SERVICE MISCELL	STE 22
05/14/2023	14 23062590		100-227 CWA DR	SERVICE MISCELL	STE 22
05/10/2023	08 23060344		100-227 CWA DR	INFORMATION	STE 22
05/03/2023	08 23056775		100-227 CWA DR	INFORMATION	STE 22
04/13/2023	06 23047059		100-227 CWA DR	CRIMINAL MISCEL	STE 22
03/29/2023	08 23039915		100-227 CWA DR	INFORMATION	STE 22
03/22/2023	08 23036818		100-227 CWA DR	INFORMATION	STE 22
03/13/2023	16 23032830	23000103	100-227 CWA DR	HIT & RUN CRASH	STE 22
03/13/2023	11 23032693		100-227 CWA DR	SERVICE MISCELL	STE 22
02/23/2023	11 23024241		100-227 CWA DR	INFORMATION	STE 22
02/18/2023	14 23022020		100-227 CWA DR	ANIMAL COMPLAIN	STE 22
02/10/2023	05 23018074	23000087	100-227 CWA DR	CRIMINAL MISCEL	STE 22
02/08/2023	08 23017232		100-227 CWA DR	INFORMATION	STE 22
01/31/2023	10 23013681		100-227 CWA DR	SERVICE MISCELL	STE 22
01/26/2023	06 23011440		100-227 CWA DR	911 HANG UP	DIST:
01/23/2023	08 23010030		100-227 CWA DR	911 HANG UP	DIST:

1/23 -

12/31/23

6
Calls

COMMUNICATIONS

Call Time	Event ID	Rpt #	Street	Nature	Additi
05/19/2023 02	23065128		300 CWA DR	EXTRA PATROL	
02/08/2023 07	23017185		300 CWA DR	MEDICAL EMERGEN DIST:	
02/08/2023 07	23017186		300 CWA DR	MEDICAL EMERGEN DIST:	
02/08/2023 07	23017184		300 CWA DR	MEDICAL EMERGEN DIST:	
01/21/2023 02	23009217		300 CWA DR	EXTRA PATROL	

10
CWA

12/31/23

1/1/23

COMMUNICATIONS

Call Time	Event ID	Rpt #	Street	Nature	Additi
12/21/2023 09	23173081		200 CWA DR	BUSINESS SECURI	
10/17/2023 05	23142283		200 CWA DR	FOLLOW-UP INVES	
10/16/2023 22	23142190		200 CWA DR	TRAFFIC MISCELL	
10/11/2023 04	23139467		200 CWA DR	FOLLOW-UP INVES	
10/10/2023 06	23138989		200 CWA DR	MEDICAL EMERGEN	
10/10/2023 06	23138985	23000356	200 CWA DR	MEDICAL EMERGEN	
10/10/2023 06	23138986		200 CWA DR	MEDICAL EMERGEN	
10/10/2023 06	23138983		200 CWA DR	MEDICAL EMERGEN	
05/31/2023 12	23071809		200 CWA DR	911 HANG UP	
05/23/2023 09	23067280		200 CWA DR	EXTRA PATROL	

1/24 - 2/31/24
28
Charts

COMMUNICATIONS

Call Time	Event ID	Rpt #	Street	Nature	Additi
03/27/2024	10 24038246		100 CWA DR	INFORMATION	
03/22/2024	17 24036344		100 CWA DR	CRIMINAL MISCEL	
03/20/2024	10 24035204		100 CWA DR	INFORMATION	
03/19/2024	13 24034814		100 CWA DR	FOLLOW-UP INVES	
03/18/2024	05 24034181	24000076	100 CWA DR	CRIMINAL MISCEL	
03/16/2024	10 24033494		100 CWA DR	VEHICLE LOCKOUT	
03/15/2024	16 24033158		100 CWA DR	CRIMINAL MISCEL	
03/15/2024	14 24033120	24000114	100 CWA DR	CRIMINAL MISCEL	
03/13/2024	16 24032272	24000066	100 CWA DR	WELFARE CHECK	
03/13/2024	10 24032114		100 CWA DR	SERVICE MISCELL	
03/13/2024	09 24032097		100 CWA DR	INFORMATION	
03/11/2024	21 24031481		100 CWA DR	EXTRA PATROL	
03/07/2024	09 24029553		100 CWA DR	BUSINESS SECURI	
03/06/2024	09 24029154		100 CWA DR	INFORMATION	
02/27/2024	17 24025991	24000056	100 CWA DR	CRIMINAL MISCEL DIST:	
02/21/2024	17 24023276		100 CWA DR	BUSINESS SECURI	
02/11/2024	10 24018381	24001350	100 CWA DR	MENTAL SUBJECT	
02/07/2024	09 24016433		100 CWA DR	INFORMATION	
02/06/2024	15 24016161	24000038	100 CWA DR	CRIMINAL MISCEL	
01/31/2024	09 24013303		100 CWA DR	INFORMATION	
01/28/2024	18 24012104		100 CWA DR	SERVICE MISCELL	
01/19/2024	04 24007904		100 CWA DR	VEHICLE LOCKOUT	
01/18/2024	00 24007405		100 CWA DR	EXTRA PATROL	
01/17/2024	11 24007109		100 CWA DR	INFORMATION	
01/15/2024	15 24006384		100 CWA DR	BUSINESS SECURI	
01/13/2024	04 24005504		100 CWA DR	BUSINESS SECURI	
01/10/2024	04 24004013		100 CWA DR	BUSINESS SECURI	
01/03/2024	05 24000910		100 CWA DR	BUSINESS SECURI	

1/1/24
3/3/24
9
Calls

COMMUNICATIONS

Call Time	Event ID	Rpt #	Street	Nature	Additi
02/28/2024 11	24026288		100-227 CWA DR	INFORMATION	STE 22
02/24/2024 14	24024546		100-227 CWA DR	WELFARE CHECK	STE 22
02/16/2024 11	24020686		100-227 CWA DR	INFORMATION	STE 22
02/16/2024 08	24020583		100-227 CWA DR	CONTROLLED BURN	STE 22
01/24/2024 10	24010083		100-227 CWA DR	INFORMATION	STE 22
01/14/2024 20	24006091		100-227 CWA DR	TRAFFIC STOP	STE 22
01/12/2024 09	24005116		100-227 CWA DR	INFORMATION	STE 22
01/09/2024 18	24003890		100-227 CWA DR	SERVICE MISCELL	STE 22
01/03/2024 09	24001007		100-227 CWA DR	INFORMATION	STE 22

Central Wisconsin Airport – Flight Schedule

June 11, 2024



<u>Arrivals – Delta</u>				<u>Departures – Delta</u>			
4982	14:07	from MSP	CRJ	5384	07:08	to MSP	CRJ
4934	21:03	from MSP	CRJ	4982	16:47	to MSP	CRJ



<u>Arrivals – American</u>				<u>Departures – American</u>			
6057	12:58	from ORD	CRJ	6177	06:09	to ORD	CRJ
6044	17:46	from ORD	CRJ	6057	13:30	to ORD	CRJ
6160	21:28	from ORD	CRJ	6044	18:11	to ORD	CRJ



<u>Arrivals – Avelo</u>				<u>Departures – Avelo</u>			
758	08:45	from MCO	737-800	759	09:25	to MCP	737-800

Upcoming Charter Schedule

June 16 – Sun Country to Laughlin
 August 1 – Sun Country to Omaha

MSP = Minneapolis
 ORD = Chicago O’Hare
 MCO = Orlando

Total CWA Flights Daily = 6

CWA Legislative Update – June 2024

FAA Updates Airports on Administration of FY24 AIP Grants

(Source: Regulatory Alert, AAAE)

June 4, 2024

Yesterday afternoon, the Federal Aviation Administration's (FAA) Office of Airports delivered an update to airport sponsors on administration of the Airport Improvement Program (AIP) for fiscal year 2024 (FY24). The update was in response to President Biden signing the FAA Reauthorization Act of 2024 into law on May 16, which finally provided the agency with access to the entire \$3.35 billion in funding for the FY24 AIP. To date, FAA has not announced any AIP grants awards for FY24, leaving the agency less than four months to issue over \$3 billion in grants.

The following provides a summary of key details from FAA's update:

- **FY24 AIP Entitlement Grants:** In April, FAA announced May 20 as the deadline for airports to notify the agency and submit a final grant application to use their entitlement funds, and June 3 as the date on which FAA will carry over any remaining entitlement funds. However, recognizing that the FAA Reauthorization Act of 2024 only recently passed, FAA has provided airports with some flexibility regarding these deadlines. If your airport is planning to use entitlement funds but has not contacted your local field office or submitted an application, FAA encourages airports to do so as soon as possible.
- **FY24 AIP Discretionary Grants:** In the past two years, FAA has released a notice of funding opportunity (NOFO) that outlines the process for airports to apply for traditional AIP discretionary funds. The FAA Reauthorization Act of 2024 precludes FAA from issuing a NOFO for discretionary funds awarded under the AIP moving forward. As a result, FAA will instead select projects for AIP discretionary funds based on its long-standing Airports Capital Improvement Program (ACIP) process that is outlined in FAA Order 5090.5. FAA has informed airports that the deadline to submit an application for an FY24 AIP discretionary grant through their local field office is Monday, July 15.
- **PFAS Grants:** Of the \$3.35 billion in funding that is available for FY24 AIP grants, Congress directed FAA to award at least \$5 million in grants that serve one of two purposes: (1) to fund demonstration projects for airports to collect and remove uncontained contaminants caused by aqueous film forming foam (AFFF) and other PFAS waste resulting solely from aviation operations; and (2) to field test and measure lab-proven, innovative destruction technologies, including Resource Conservation and Recovery Act-permitted incineration in order to measurably reduce and mitigate the aviation impacts of PFAS and AFFF substances on surface and groundwater quality at the airport or within five miles of the airport. This is similar to the types of projects that FAA funded in 2022 through the Airport Environmental Mitigation Pilot Program. If your airport is interested in applying for a PFAS-related grant, you should contact your local field office by Monday, June 17.
- **FY25 AIP Grants:** As airports are aware, the FAA Reauthorization Act of 2024 contained many programmatic adjustments, or formula changes, to how funding in the AIP is distributed and awarded. These changes do not take effect until FY25. FAA noted in its message that the agency will be developing guidance over the next several months to implement the provisions that were included in the law.

AAAE Seeks Airport Feedback on Airport Infrastructure Grant Program Funds (Source: Airport Alert, AA AE)

June 3, 2024

AAAE has become aware of an increasing number of conversations on Capitol Hill relating to a potential “claw back” of funding that was provided by Congress through the Infrastructure Investment and Jobs Act (IIJA), known as the Bipartisan Infrastructure Law (BIL). This could include funds that remain available to airports through the Airport Infrastructure Grant (AIG) Program and any other funding that will be awarded to airports in the final two years of the five-year BIL program.

While AA AE is confident that BIL funding will be protected in the near term, that could change, especially depending on the outcome of the upcoming presidential election. As a result, we are surveying our members to better understand how airports are planning to use their share of AIG Program funds that have been available to them for the first three years of the program. We are asking that you please respond to this survey by Friday, June 21. All results will be confidential and will help us protect the \$20 billion that AA AE and the airport community secured for critically needed airport infrastructure projects.

Background on AIG Program. In 2021, Congress created the AIG Program through the BIL. The AIG Program provides airports with \$15 billion for airport infrastructure upgrades over five years. Over the course of the first three years, FAA has provided about \$8.7 billion in AIG Program funding allocations to airports. Each airport’s allocation represents the amount that each airport is entitled to use for a grant to fund any AIP or PFC eligible project. Airports may combine multiple years’ allocations to fund a single project; however, each years’ allocation must be under a grant agreement with FAA within four fiscal years.

Unused AIG Program Funds. Based on data from FAA, the agency has awarded about \$2.9 billion for specific airport projects from the \$8.7 billion in funding allocations that have been made available during the first three years of the program. Of the \$2.9 billion in FY22 AIG allocations, about \$1.3 billion remains available and unused. We have already received—and expect to continue to receive—questions as to why airports have not spent more of the BIL funding that has been made available to them. Your responses to the survey will help us better respond to these questions and inform our messaging.

Distribution of Unused/Recovered AIG Funds. It is important to note that if an airport does not obtain a grant to use a specific year’s allocation of AIG funds after four fiscal years, FAA recovers those funds and redistributes them in the fifth year. The first \$100 million will be awarded as competitive grants under the FAA Contract Tower (FCT) Competitive Grant Program, while any remaining funds will be available through a new competitive grant program called the AIG Sweep Program (ASP). The process for airports to apply for an ASP grant will be outlined in a notice of funding opportunity (NOFO) released each year.