

CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING
Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin
September 13, 2022, 8:00 a.m.

2022-2024 Board Members: Chair Dave Ladick - Portage County, Vice Chair Chris Dickinson - Marathon County, Julie Morrow - Portage County, Becky Buch - Marathon County, Tom Seubert - Marathon County, Lon Krogwold - Portage County, Kurt Kluck - Marathon County.

Mission Statement: *The mission of the Central Wisconsin Airport is to be the airport of choice by providing a safe, efficient, and competitive operating environment.*

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 Ladick at 8:00 a.m.
 - a) Pledge of Allegiance
- 2) Approval of Minutes of the August 9, 2022 Board Meeting
- 3) Public Comment Period: 15-minute time limit
- 4) Review and Possible Action on the 2023 CWA Annual Budget
- 5) Review and Possible Action on Central Wisconsin Aviation Fixed Base Operation Lease
- 6) Review and Possible Action on 600 Aviation Way Land Lease and Use Agreement with Central Wisconsin Aviation
- 7) Presentation on CWA Marketing by Advance Aviation
- 8) Staff Reports
 - a) Director Report
 - i) Rules & Regulations Update
 - ii) Statistics – August 2022
 - iii) Flight Schedule
 - b) Financial Reports
 - i) Revenues and Expenses – August 2022
 - ii) Budget Comparison
 - c) Operations and Project Reports
 - i) Update on Runway Shift Project Grants
 - ii) Update on Airport Operations
- 9) Adjournment
- 10) Next Scheduled Meeting Date: To be determined

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 infomarathon@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

August 9, 2022 - 8:00 a.m.

Airport Board:	Dave Ladick, Chair Lonnie Krogwold Becky Buch Thomas Seubert	Chris Dickinson, Vice Chair Kurt Kluck Julie Morrow
Staff:	Brian Grefe, Airport Director Julie Ulrick, Badging Coordinator	Mark Cihlar, Assistant Airport Director
Visitors:	John Pavelski, Portage Co. Executive Caleb Mantik, Central Wisconsin Aviation	Karl Kemper, Becher Hoppe Evan Barrett, Mead & Hunt (via phone)
Handouts:	July 2022 Statistical Report, Legislative Report, SCASD Program Grant Information	

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

Approval of Minutes: *Motion by Morrow, second by Kluck to approve the minutes of the July 12, 2022 board meeting. Motion carried unanimously.*

Public Comment Period: None.

Review and Possible Action on Terminal Area Master Plan Contract with Mead & Hunt:

The recently completed Airport Master Plan focused mainly on the airfield and upcoming runway shift project, with less emphasis put on general aviation (GA) areas. GA areas identified for future development have been almost completely developed in the past several years. There is plenty of airport land available for future development, but there are currently no utilities in those areas, nor are they properly identified for future development on the Airport Layout Plan (ALP). The GA apron requires further study to determine future AIP eligibility, which was a condition of the FAA upon their approval of the ALP. In addition, the recently passed Bipartisan Infrastructure Law (BIL) brings an opportunity to improve the aging GA arrivals and departures facility and other landside facilities. These reasons suggest taking a more thorough look at landside facilities through a Terminal Area Master Plan project.

Earlier this year, Mead & Hunt was selected to provide on-call airport planning services over the next five years. A Terminal Area Master Plan was specifically listed in the competitive solicitation and staff has been working with Mead & Hunt to finalize a detailed scope of work for the project. Focus areas of this Terminal Area Master Plan include commercial and GA ramp areas, a GA arrivals and departures facility, an airport operations and maintenance facility and alternatives for future hangar development. Also included for consideration are sustainability opportunities, including a preliminary look at solar and electric vehicle charging at CWA. The end result of this Terminal Area Master Plan will include an implementation plan and updated Airport Layout Plan, both of which will be necessary to compete for federal funding through the FAA. The total contract amount is \$802,562 and is in line with the independent fee estimate from SEH. The contract was negotiated in good faith. ***Motion by Morrow, second by Dickinson to approve the Terminal Area Master Plan contract with Mead & Hunt in the amount of \$802,562 that will be funded in the 2023 CWA annual budget as a sponsor only project through the Bureau of Aeronautics. Motion carried unanimously.***

Staff Reports:

Director Report – Brian Grefe:

SCASDP Grant Announcement – The Small Community Air Service Development grant that was applied for last winter recently announced grant awards and CWA was awarded \$900,000. The program has just under \$20 million available

nationwide. Funding may be utilized for marketing new routes and for landing and ramp parking fee waivers. New service to Orlando, Sanford, Phoenix, Phoenix/Mesa or southwest Florida locations would qualify any airline for the funding. Combination of funding and fee waivers bring the total program value to approximately \$1.5 million. Funding is only used if new service comes aboard and there is a five-year time limit to use the funds.

Statistics – The July statistical report shows ATC operations down 13% on the month and 4.9% on the year. Cancellations were at zero and enplanements are down 6.8% on the year. Load factors remain at historical highs ranging from 83.7% to 90.9%.

Flight Schedule – The flight schedule remains at five daily flights, with the last two Never Forgotten Honor Flights of the year coming up this fall.

Legislative Update – The Senate recently passed the Inflation Reduction Act (IRA), a drastically slimmed down version of President Biden’s original \$3.5 trillion Build Back Better plan. The IRA provides tax credits for five years to increase the production of sustainable aviation fuels and close to \$300 million for alternative fuel and low emission aviation technology initiatives. The Senate also passed a resolution to nullify Biden’s NEPA rule that requires federal agencies, including the FAA, to examine a broader scope of the environmental impacts of a proposed project during a NEPA review. Despite its passage, the resolution is largely symbolic and is unlikely to pass the House. The Department of Transportation announced Small Community Air Service Development program grants, which CWA was able to take advantage of.

Financial Reports – Brian Grefe:

Revenues and Expenses – July 2022 revenues end the month at 45.5% of budget. Airfield ends low at 41.9%, with fuel flowage and ramp fees driven by passenger numbers. Leases end at 68.4% and parking at 43.3%. PFCs are doing well at 95%, with CFCs at 36.2%. July disbursements end the month at 32.4% of budget, reflective of the downturn in passenger counts. Supplies & Expenses will see an increase for winter preparations. The budget comparison ends with revenues down \$141,941 over expenses. The comparison report does not include CARES, CRSSA or ARPA funds.

Operations & Project Reports – Mark Cihlar:

Update on Runway Shift Project Grants – The \$6.5 million grant was received for funding the runway shift project, which will be combined with approximately \$3.5 million in 2021 supplemental funds. Staff is working with the State and the FAA Airport’s District Office to secure the remaining funds needed yet this fiscal year.

Update on Airport Operations – CWA recently hosted an ARFF certification course and a national Airport Safety and Operations Specialist course put on through the AAAE. The annual FAA inspection is coming up the end of this month and required documentation is being compiled. May 23, 2023 has been confirmed to hold the triennial full scale emergency exercise. Participants will include Mosinee Fire and Police, the Marathon County Sheriff’s Department, emergency management staff and Aspirus MedEvac.

Adjournment: 9:15 a.m. Motion by Kluck, second by Krogwold to adjourn. Motion carried unanimously.

A tour of the air traffic control tower will take place after adjournment. No formal business will be discussed.

Next Scheduled Meeting Date: Tuesday, September 13, 2022 at 8:00 a.m.

Julie Ulrick, Recording Secretary



Agenda Item Summary

Airport Board Meeting Date: September 13, 2022

Joint Finance Meeting Date: September 14, 2022

Agenda Item Title: #4) Review and Possible Action on the 2023 Central Wisconsin Airport (CWA) Annual Budget

Staff Responsible: Brian Grefe, Airport Director and David Drozd, Finance Director

Background:

- The Joint Airport Board is required to prepare an annual budget and submit it to both Finance Committees for approval. This is included in Resolution No. 300 which was approved in 1977.

2023 Budget notables:

- Payroll and Health Insurance-We are currently awaiting the results of the Marathon County Class Compensation Study and the final health insurance delivery numbers. The payroll calculation includes a 5% estimated increase in dental insurance, a 0% increase in health insurance rates, and an 8% wage increase. Final numbers will not be available prior to the Joint Finance Committee approval on September 14, 2022. These numbers will be adjusted prior to Marathon County approving the county-wide budget in November. As soon as we know the impact, we will forward on that information to the respective committees.
- Debt service payments total \$535,662.50 for 2023. Of this amount, \$74,466.70 will be paid from the Passenger Facility Charge (PFC) fees, and the remaining \$461,195.80 will be paid from the American Rescue Plan Act (ARPA) funding as approved by the Federal Aviation Administration (FAA).
- Capital Outlay for 2023 includes the replacement of one pickup truck -net out of pocket estimated at \$10,000 after the sale of another truck (\$44,000), the continual replacement and upgrades to our IT network (\$60,000) and new parking lot revenue control equipment (\$60,000), the addition of a ditch mower for airfield maintenance, a fuel farm backup generator, a snow plow and pickup broom for our mini loader, along with the purchase of some used metal working equipment (\$106,000), \$40,000 for the replacement of our 2004 Cat loader (pending state funding), air traffic control tower upgrades (\$50,000) and \$1,600,000 to cover our share of the costs for the Runway Shift project and Terminal Area Master Plan (TAMP) until PFC reimbursements and/or grants are received in 2025 and later.
- We are currently recruiting for one Operations and Maintenance Technician. No new positions have been requested or budgeted for in 2023. We anticipate two retirements in 2023.
- With the uncertainty of COVID-19 and the pilot shortage within the airline industry, the 2023 Budget has a budgeted decrease in operational revenue over 2022 directly related to our reduced flight schedule. The largest decreases are in parking lot revenue, landing fee revenue, as well as in PFC revenue. The decrease in passenger traffic will also affect other areas such as car rental and café concessionaire revenue. As we move through the remainder of 2022 and into 2023, we will closely monitor the actual impact on our annual budget. As of this month, current enplanement numbers are down from 2021 by around 8%, without a guaranteed uptick going into 2023.
- Expenses for 2023 follow a similar path as prior years, with a few exceptions which include additional amounts in Contractual Services (2990) for fees associated HVAC maintenance and runway painting. In Advertising (Account

3260), we are budgeting an additional \$60,000 for a marketing campaign as part of our approved Small Community Air Service Development Program (SCASDP). Additional increases to gasoline and utility fees are included based on current costs.

- Other Capital Improvements – For 2023 we are requesting to borrow \$1,600,000 from our Fund Balance for the Runway Shift project and TAMP. CWA will be shifting our primary runway (8/26) in 2023/2024 as an added safety measure which is required by the FAA. To keep this \$18 million dollar project on schedule, we are requesting that the airport be allowed to borrow from our Fund Balance to pay as we go for the design, engineering, construction, and navigation aids associated with this project. The Local (CWA) portion will be approximately \$750,000, which will be eligible for PFC funding at the time the grant is awarded and after our new PFC application is approved. Reimbursement of our Fund Balance loan is planned to start in 2023/2024 based on our current PFC collection rate. As for the TAMP, we are requesting \$850,000 from our Fund Balance, with a planned reimbursement starting in 2025/2026 from PFC funding. Both reimbursements will be at 100%.

Debt Service Update:

- No county issued debt is requested for 2023 and none is anticipated for 2024.
- Both GO Bonds are held by Marathon County. No debt is currently held by Portage County.
- Balances for 2024 and beyond (after 2023 payments):
 - 2012 GO Note – 2024-2028 balance \$ 979,625 (\$202,195 PFC eligible)
 - 2015 GO Bond – 2024-2030 balance \$ 2,106,375 (\$182,623 PFC eligible)

CWA Fund Balance Update:

- Unrestricted Fund Balance as of 12/31/2021: \$ 4,064,220
- Restricted Fund Balance (PFC) as of 12/31/2021: \$ 506,728
- Total net position increased over \$13 million from 2020 to 2021.
- Current net position as of 12/31/2021 is \$70,105,031.

Airport Grant Funding Update:

- The 2023 Airport Improvement Program (AIP) Grant for CWA is projected to be around \$1.3 million which is used for airport infrastructure along with other capital needs.
- A Coronavirus Aid, Relief, and Economic Security (CARES) Grant in the amount of \$3,881,225 was awarded on June 11, 2020. We are currently working with the FAA to close out this grant.
- An Airports Coronavirus Response Grant Program (ACRGP) in the amount of \$1,561,781 was awarded on April 28, 2021.
- An ACRGP Grant in the amount of \$30,225 was awarded on July 26, 2021, and is for concession relief. We are currently working with the FAA to close out this grant.
- An ARPA Grant in the amount of \$2,209,388 was awarded on August 10, 2021. We have the full grant amount available currently. We will be looking at pre-paying some of our 2012 and 2015 GO Bonds to Marathon County as an option in 2023. Approved uses include payroll, utilities, debt service, along with some capital items.
- ACRGP funding of \$467,693 will be used in 2022 for our debt service obligation.
- An ARPA Grant in the amount of \$120,900 was awarded to CWA on August 10, 2021, for concessionaire relief. We will be working on allocating these funds to qualifying tenants in 2023.
- Balances available as of 8/31/2022:
 - CARES Grant \$ 10,895
 - ACRGP Grant \$ 669,435
 - ARCPG Grant/Concessions \$ 30,225

- ARPA Grant \$ 2,209,388
- ARPA Grant/Concessions \$ 120,900

2022 Items of Interest:

- Runway 17/35 was reopened in December 2021, with full navigational aids installed in early 2022. This \$16 million reconstruction project was 100% funded by the FAA.
- United Airlines, a long-time tenant of CWA, discontinued air service on January 4, 2022. United had three daily flights to Chicago O’Hare Airport. Alamo Rental Car also ceased operations at CWA in March 2022.
- CWA retired our American Recovery and Reinvestment Act (ARRA) 2010A promissory note for our car rental facility in June 2022. This final payment was \$770,100 and was reimbursed to CWA under the ACRGP Grant.
- SCASDP Grant – CWA was one of 25 communities in 20 states that received a portion of \$16.9 million dollars. This was announced on August 4, 2022. CWA’s grant amount is \$900,000 with the goal of obtaining a low-cost or ultra-low-cost carrier into our market with destination such as SW Florida, Orlando, or Phoenix AZ. Additional funding sources include Marathon & Portage Counties as well as in-kind fee waivers as well as cash for a marketing campaign. Total plan value is just over \$1.5 million.
- Odyssey Aviation, LLC moved into their new hangar in June of 2022.
- Productivity Advantage, Inc. will be moving into their new hangar in October of 2022.
- We implemented a very successful intern position program this year, both for college as well as high school students. We were fortunate to get two college students for the summer along with two high school students who will be with us through next year.

Timeline: The 2023 CWA Annual Budget will be presented to the Airport Board on Tuesday, September 13, 2022, and the Joint Finance Committee on Wednesday, September 14, 2022. Upon approval by both entities at these meetings, each owner county will be presented the CWA Annual Budget for approval as part of their comprehensive annual county budget which takes place in November of each year.

Financial Impact: No tax levy is being requested in 2023 from either Marathon or Portage Counties. This budget has been reviewed in advance of this meeting with the Finance Directors from both Marathon & Portage Counties.

Contributions to Airport Goals: The mission of the Central Wisconsin Airport is to be the airport of choice by providing a safe, efficient, and competitive operating environment.

Recommended Action: Airport staff recommends approval of the 2023 CWA Annual Budget.

**Central Wisconsin Airport
2023 Budget Summary**

Revenue	2023	2023	2022 Adopted	2022 Adopted	% CHANGE 22-23
Operating Revenue	\$3,073,000		\$3,455,000		-11.06%
Fund Balance Loan - Runway Shift/Terminal Area Master Plan	\$1,600,000		\$1,400,000		14.29%
Fund Balance Transfer - Land Acquisition	\$0		\$300,000		-100.00%
ARPA Act - Payroll/Utilities Reimbursement	\$524,487		\$0		100.00%
ARPA Act - Capital Outlay	\$154,000		\$145,000		6.21%
ARPA Act - Debt Service - Non PFC	\$461,196		\$677,893		-31.97%
Total Revenues		\$5,812,683		\$5,977,893	-2.76%
Less:					
Expenses					
Personal Services	\$1,859,787		\$1,678,006		10.83%
Contractual Services	\$798,000		\$768,500		3.84%
Supplies and Expense	\$568,700		\$525,200		8.28%
Building Materials	\$53,000		\$68,000		-22.06%
Fixed Charges-Insurance	\$112,000		\$93,794		19.41%
Capital Outlay	\$1,960,000		\$2,166,500		-9.53%
Debt Service - Non PFC	\$461,196		\$677,893		-31.97%
Total Expenses		\$5,812,683		\$5,977,893	-2.76%
Balance		\$0		\$0	

CENTRAL WISCONSIN AIRPORT

2023 Capital Expense Breakdown

CWA Capital Improvement / Non-AIP / Funded by CWA

Motor Vehicle Replacement	8111		
<i>Pickup Truck 1/2 ton</i>		\$ 44,000.00	\$ 44,000.00
IT/Network Upgrades	8165		
<i>Parking Lot Revenue Control Equipment</i>		\$ 60,000.00	
<i>Cameras/Flight Information Display System/PCs</i>		\$ 60,000.00	\$ 120,000.00
Other Capital Equipment - New	8190		
<i>Ditch Mower for Tractor</i>		\$ 55,000.00	
<i>Backup Generator for Fuel Farm</i>		\$ 10,000.00	
<i>Pickup Brorom for Mini Loader</i>		\$ 15,000.00	
<i>Multi Position Snow Plow for Mini Loader</i>		\$ 20,000.00	
<i>Metal Working Equipment-Lathe/Mill/Brake (Used)</i>		\$ 6,000.00	\$ 106,000.00
Other Capital Equipment-Replacement	8191		
<i>Loader #24 - 20% share</i>		\$ 40,000.00	\$ 40,000.00
Buildings	8220		
<i>Air Traffic Control Tower Rehabilitation</i>		\$ 50,000.00	\$ 50,000.00
Other Capital Improvements	8290		
<i>Terminal Area Master Plan Loan</i>		\$ 850,000.00	
<i>Runway Shift/Airfield Updates Loan</i>		\$ 750,000.00	\$ 1,600,000.00
		<u>\$ 1,960,000.00</u>	<u>\$ 1,960,000.00</u>

**CENTRAL WISCONSIN AIRPORT
2023 DEBT SERVICE**

Total by Subfund

\$ 48,323.40	702-PFC 2012
\$ 26,143.30	702-PFC 2015
\$ 185,801.60	701-GENERAL 2012
\$ 275,394.20	701-GENERAL 2015

\$ 535,662.50

\$ 461,195.80
\$ 74,466.70
<u>\$ 535,662.50</u>

**American Rescue Plan Act (ARPA)
Passenger Facility Charge (PFC)**

Total by Principal/Interest

2012 PRIN	\$ 200,000.00
2012 INT	\$ 34,125.00
2015 PRIN	\$ 235,000.00
2015 INT	\$ 66,537.50
TOTAL PRIN	\$ 435,000.00
TOTAL INT	\$ 100,662.50
TOTAL	<u>\$ 535,662.50</u>

Marathon County Budget Spreadsheet

Central Wisconsin Airport - 2023

2022 Modified Levy	2023 Requested Levy
\$ (0)	\$ (0)

701-300 CW Airport

Sub-Fund	Account Code	Description	2022 Modified	2023 Requested	Payroll
701	08589702	TRANSFERS FROM 700/702	(75,870)	(74,467)	-
701	08589706	TRANSFERS FROM 700/706	(822,893)	(1,139,683)	-
701	08589709	TRANSFERS FROM 700/709	-	-	-
701	30081210	RETAILERS DISCOUNT-SALES TAX	-	-	-
701	30085409	FUEL SALES FEES	(34,000)	(34,000)	-
701	30085410	FUEL FLOWAGE FEES	(55,000)	(55,000)	-
701	30085411	LANDING FEES	(355,000)	(275,000)	-
701	30085412	RENTS-AIRPORT	(1,400,000)	(1,250,000)	-
701	30085414	FARM	(80,000)	(80,000)	-
701	30085416	ADVERTISING FEES	(18,000)	(18,000)	-
701	30085417	HWY SIGNS	(9,800)	(9,800)	-
701	30085418	RAMP CHARGES	(55,000)	(50,000)	-
701	30085422	UTILITY FEES	(40,000)	(30,000)	-
701	30085424	VENDING	-	-	-
701	30085431	SECURITY AIRLINES FEES	(5,000)	(5,000)	-
701	30085432	CORPORATE HANGERS REVENUE	(190,000)	(190,000)	-
701	30085440	PARKING LOTS & RAMPS	(1,100,000)	(1,000,000)	-
701	30085497	LABOR-CWA	(1,000)	(1,000)	-
701	30085498	MATERIALS-CWA	(200)	(200)	-
701	30085499	MISCELLANEOUS FEES-CWA	(25,000)	(25,000)	-
701	30085938	REIMBURSMNT/RECOVRY PRVT PARTY	-	-	-
701	30088110	INTEREST & DIVIDENDS ON INVEST	(15,000)	(15,000)	-
701	30088310	SALE OF GENERAL FIXED ASSETS	(72,000)	(35,000)	-
701	30088350	INSURANCE RECOVERIES	-	-	-
701	30088360	GAIN/LOSS SALE OF FIXED ASSETS	-	-	-
701	30088400	OTHER MISCELLANEOUS REVENUE	-	-	-
701	30088410	DONATIONS FROM PRIVATE ORG&IND	-	-	-
701	30089900	TRANSFERS FROM FUND BALANCE	(1,700,000)	(1,600,000)	-
701	30091110	SALARIES-PERMANENT-REGULAR FT	408,162	441,380	Y
701	30091210	WAGES-PERMANENT-REGULAR FT	646,435	688,012	Y
701	30091211	WAGES-PERMANENT-REGULAR PT	35,414	39,009	Y
701	30091220	WAGES-PERMANENT-OVERTIME-FT	52,635	56,994	Y
701	30091221	WAGES-PERMANENT-OVERTIME-PT	-	-	Y
701	30091240	WAGES-PERMANENT-SHIFT DIF FT	6,000	4,368	Y
701	30091250	WAGES-TEMPORARY-REGULAR	42,925	102,075	Y
701	30091310	PAGER PAY	8,000	10,989	Y
701	30091370	UNIFORM ALLOWANCE-NON TAXABLE	6,500	7,000	-
701	30091510	SOCIAL SECURITY EMPLOYERS SHR	91,791	102,750	Y
701	30091520	RETIREMENT EMPLOYERS SHARE	74,038	83,026	Y

Notes

(74,467) PFC Funding
(1,139,683) ARPA Funding

(3,073,000)
(4,673,000)

701	30091540	HOSPITAL/HEALTH INSURANCE	249,800	249,976	Y
701	30091541	DENTAL INSURANCE	6,756	6,650	Y
701	30091543	INCOME CONTINUATION INSURANCE	4,374	4,686	Y
701	30091544	HLTH INS-CONVERSION, RETIREES	15,700	22,865	Y
701	30091545	POST EMPLOYEE HEALTH PLAN	10,920	10,920	Y
701	30091550	LIFE INSURANCE	806	749	Y
701	30091560	WORKERS COMPENSATION PAYMENTS	16,551	26,996	Y
701	30091580	UNEMPLOYMENT COMPENSATION	1,199	1,342	Y
701	30092120	LEGAL FEES	-	-	-
701	30092130	ACCOUNTING/AUDITING FEES	9,500	9,000	-
701	30092132	FRINGE BENEFIT ADMIN OVERHEAD	7,000	6,000	-
701	30092150	ARCHITECTURAL/ENGINEERING	-	-	-
701	30092190	OTHER PROFESSIONAL SERVICES	200,000	200,000	-
701	30092210	WATER/SEWER	20,000	20,000	-
701	30092220	ELECTRIC	175,000	180,000	-
701	30092240	NATURAL/PROPANE GAS	39,000	40,000	-
701	30092250	TELEPHONE	23,000	23,000	-
701	30092360	OTHER REPAI/MAIN-STR/FACILITIS	10,000	10,000	-
701	30092410	MOTOR VEHICLE REPAIRS	5,000	5,000	-
701	30092431	OFFICE MACHINES & EQUIP REPAIR	-	-	-
701	30092460	BUILDING SERVICE EQUIP REPAIR	20,000	20,000	-
701	30092470	BUILDING REPAIRS	5,000	10,000	-
701	30092490	SUNDRY REPAIR/MAINT SERV	65,000	75,000	-
701	30092551	BANK SERVICES	-	-	-
701	30092990	SUNDRY CONTRACTUAL SERVICES	190,000	200,000	-
701	30093110	POSTAGE/BOX RENT	500	500	-
701	30093121	PAPER/STATIONERY FORMS	1,000	1,500	-
701	30093130	PRINTING/DUPLICATION	3,500	3,500	-
701	30093143	OFFICE EQUIPMENT	1,500	1,500	-
701	30093190	OFFICE SUPPLIES	1,500	1,500	-
701	30093191	BOOKS/DIRECTORIES	-	-	-
701	30093210	PUBLICATION OF LEGAL NOTICES	1,000	500	-
701	30093220	SUBSCRIPTIONS NEWSPAPER/PERDCL	100	100	-
701	30093240	MEMBERSHIP DUES	9,000	9,000	-
701	30093250	REGISTRATION FEES/TUITION	21,000	21,000	-
701	30093260	ADVERTISING	65,000	110,000	-
701	30093321	PERSONAL AUTO MILEAGE	500	500	-
701	30093330	VEHICLE LEASE/RENTAL	-	-	-
701	30093340	COMMERCIAL TRAVEL	6,500	9,000	-
701	30093350	MEALS	1,000	1,000	-
701	30093351	MEALS-NONOVERNIGHT/TAXABLE INC	100	100	-
701	30093360	LODGING	11,000	8,000	-
701	30093390	MEETING EXPENSES	2,000	2,000	-
701	30093440	HOUSEHOLD/JANITORIAL SUPPLIES	20,000	18,000	-
701	30093460	CLOTHING/UNIFORM	3,000	3,000	-
701	30093490	OTHER OPERATING SUPPLIES	200,000	200,000	-

1,859,787

798,000

701	30093510	GASOLINE	85,000	90,000	-	
701	30093520	MOTOR VEHICLE PARTS & SUPPLIES	40,000	35,000	-	
701	30093530	MACHINERY/EQUIPMENT PARTS	26,000	30,000	-	
701	30093531	RADIO PARTS-SUPPLIES-EQUIP	2,000	2,000	-	
701	30093540	PAINTING SUPPLIES	-	-	-	
701	30093550	PLUMBING/ELECTRICAL SUPPLIES	18,000	15,000	-	
701	30093560	PARKING METER REPAIR PARTS	-	-	-	
701	30093620	CONSUMABLE TOOLS/SUPPLIES	6,000	6,000	-	568,700
701	30094250	SMALL HARDWARE/WIRE/NAILS	1,000	1,000	-	
701	30094290	OTHER METAL PRODUCTS	1,500	1,500	-	
701	30094390	OTHER WOOD PRODUCTS	500	500	-	
701	30094590	OTHER RAW MATERIALS	20,000	20,000	-	
701	30094610	ELECTRICAL FIXTURES	5,000	5,000	-	
701	30094810	ASPHALT/ASPHALT FILLER	40,000	25,000	-	53,000
701	30095120	INSURANCE CONTRACTORS EQUIPMNT	12,000	12,000	-	
701	30095122	INS AUTO LIABILTY PREMIUM	5,000	5,000	-	
701	30095140	GENERAL LIABILITY PREMIUM	45,000	58,000	-	
701	30095150	INSURANCE BOILER/MACHINERY	1,000	1,000	-	
701	30095151	BUILDING & CONTENTS INSURANCE	8,000	13,000	-	
701	30095190	OTHER INSURANCE	22,794	23,000	-	
701	30095320	BUILDING/OFFICES RENT	-	-	-	112,000
701	30097490	OTHER LOSSES	-	-	-	
701	30098111	AUTOMOTIVE EQUIPMENT-REPLACMNT	162,000	44,000	-	
701	30098130	OFFICE EQUIPMENT-NEW	-	-	-	
701	30098165	NETWORK/PHONE SWITCH UPG-CWA	40,000	120,000	-	
701	30098190	OTHER CAPITAL EQUIPMENT-NEW	179,500	106,000	-	
701	30098191	OTHER CAPITAL EQUIPMENT-REPLAC	85,000	40,000	-	
701	30098210	LAND	300,000	-	-	
701	30098220	BUILDINGS	-	50,000	-	
701	30098290	OTHER CAPITAL IMPROVEMENTS	1,400,000	1,600,000	-	1,960,000
701	30099130	INCR F.B. FOR SUBSEQ YR EXPENS	-	-	-	-

701-818 Debt 2014 PN - Portage County

Sub-Fund	Account Code	Description	2022 Modified	2023 Requested	Payroll
701	81889900	TRANSFERS FROM FUND BALANCE	-	-	-
701	81896110	BOND PRINCIPAL	-	-	-
701	81896210	BOND INTEREST	-	-	-

701-819 Debt 2005B PN

Sub-Fund	Account Code	Description	2022 Modified	2023 Requested	Payroll
			-		

701-820 2010A GO BOND

Sub-Fund	Account Code	Description	2022 Modified	2023 Requested	Payroll
701	82089900	TRANSFERS FROM FUND BALANCE	-	-	-
701	82096110	BOND PRINCIPAL	180,000	-	-
701	82096210	BOND INTEREST	30,200	-	-

701-821 2012A GO BOND

Sub-Fund	Account Code	Description	2022 Modified	2023 Requested	Payroll
701	82189900	TRANSFERS FROM FUND BALANCE	-	-	-
701	82196110	BOND PRINCIPAL	200,000	200,000	-
701	82196210	BOND INTEREST	40,125	34,125	-

701-822 2015A GO PROM NOTE

Sub-Fund	Account Code	Description	2022 Modified	2023 Requested	Payroll
701	82289900	TRANSFERS FROM FUND BALANCE	-	-	-
701	82296110	BOND PRINCIPAL	230,000	235,000	-
701	82296210	BOND INTEREST	73,438	66,538	-

702-303 Passenger Facility Charges

Sub-Fund	Account Code	Description	2022 Modified	2023 Requested	Payroll
702	08699701	TR/FUND 700/701	75,870	74,467	-
702	30385419	PASSENGER FAC CHARGES	-	-	-
702	30388110	INTEREST & DIVIDENDS ON INVEST	-	-	-
702	30389900	TRANSFERS FROM FUND BALANCE	(75,870)	(74,467)	-

703-301 Airport Match for Projects

Sub-Fund	Account Code	Description	2022 Modified	2023 Requested	Payroll
703	30187130	TRANSPORTATION-STATE & FED	-	-	-
703	30198290	OTHER CAPITAL IMPROVEMENTS	-	-	-

708-309 CWA Small Comm Air Srv Dev

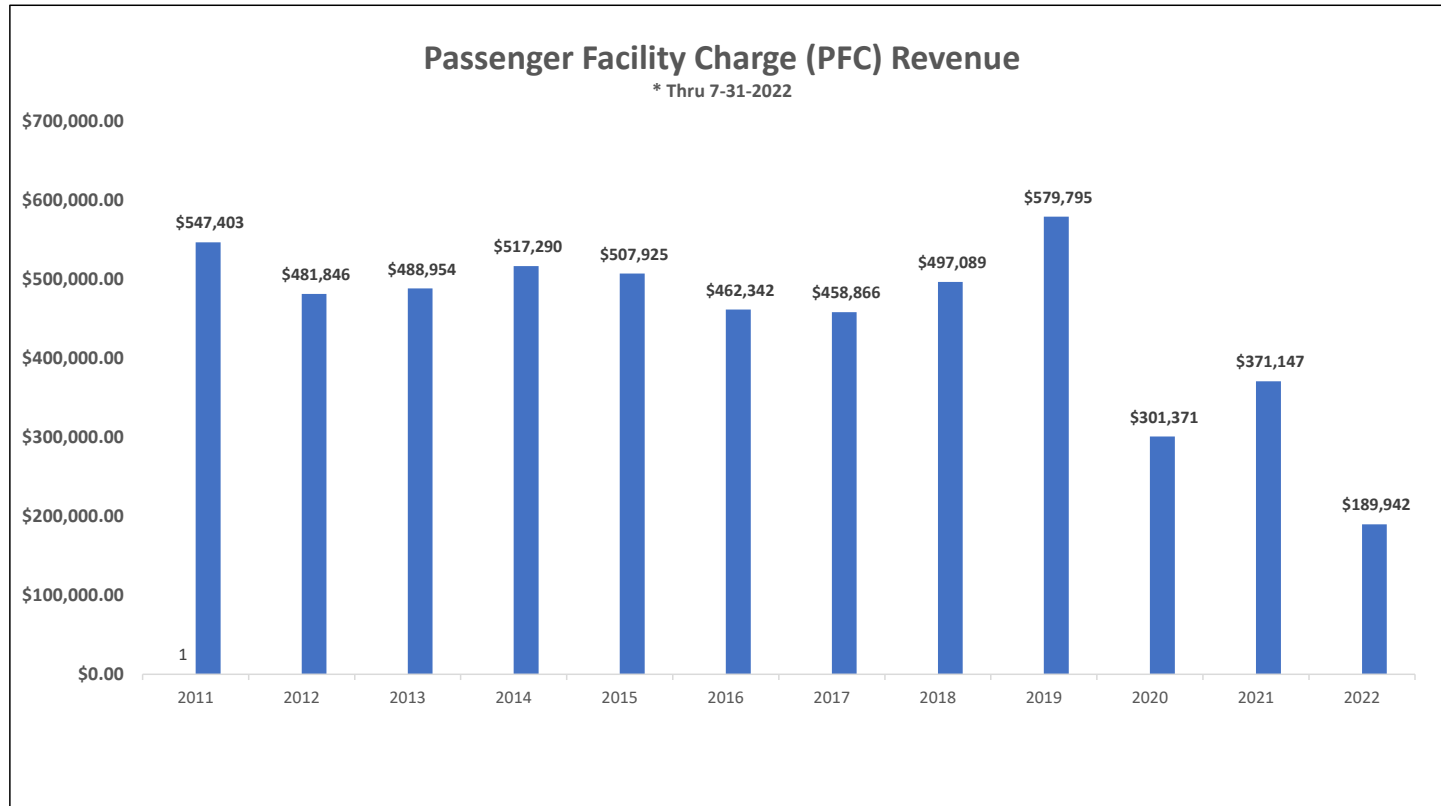
Sub-Fund	Account Code	Description	2022 Modified	2023 Requested	Payroll
708	30988110	INTEREST & DIVIDENDS ON INVEST	-	-	-

709-310 Customer Facility Charges

Sub-Fund	Account Code	Description	2022 Modified	2023 Requested	Payroll
709	31089900	TRANSFERS FROM FUND BALANCE	-	-	-
709	31099701	TR/FUND 700/701	-	-	-

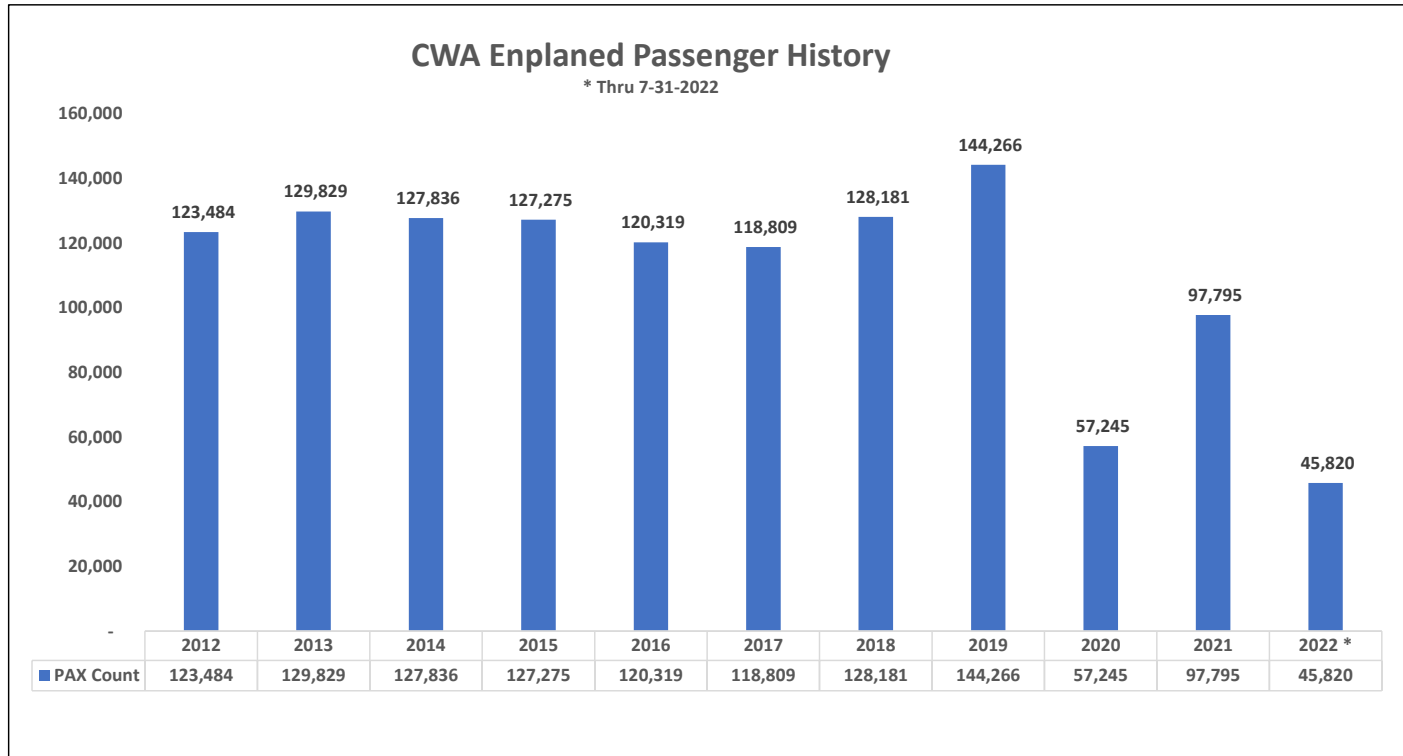
Year	PFC Revenue
2011	\$ 547,403
2012	\$ 481,846
2013	\$ 488,954
2014	\$ 517,290
2015	\$ 507,925
2016	\$ 462,342
2017	\$ 458,866
2018	\$ 497,089
2019	\$ 579,795
2020	\$ 301,371
2021	\$ 371,147
2022	\$ 189,942

* thru 7-31-2022



Year	Enplanements
2012	123,484
2013	129,829
2014	127,836
2015	127,275
2016	120,319
2017	118,809
2018	128,181
2019	144,266
2020	57,245
2021	97,795
2022 *	45,820

* thru 7-31-2022







Aspirus Hangar



Productivity Advantage Hangar



Odyssey Aviation Hangar



Cherokees to Oshkosh





Agenda Item Summary

Airport Board Meeting Date: September 13, 2022

Agenda Item Title: #5) Review and Possible Action on Central Wisconsin Aviation Fixed Base Operation Lease

Staff Responsible: Brian Grefe, Airport Director

Background: The existing Fixed Base Operation lease between Central Wisconsin Aviation, Inc. and the Central Wisconsin Joint Airport Board dated September 18, 2012, will expire September 17, 2022. That lease contains provisions for two additional five-year extensions provided new rates are negotiated. Airport staff and Central Wisconsin Aviation President, James Vruwink entered rate negotiations in early 2022. The objective of airport staff in these negotiations was cost recovery of the facilities in the lease. The Airport owns and maintains the structure of the FBO buildings. Additionally, the fuel farm is owned and maintained by the airport and is not properly accounted for in the lease. The lease presented today is a new lease as requested by the Mr. Vruwink, not an extension of the old lease. This new lease largely follows the same format as the current. The biggest change was to break out the charges for use of the fuel farm facility into a fuel facility recovery fee (described in more detail under Financial Impact). Additionally, a T-hangar that was provided as part of the current lease will be separated out.

Timeline: The existing lease will be extended to the end of the year with all terms, conditions, and rent amounts to continue unchanged and unabated until then as provided in Article XII – HOLDING OVER of the current lease. This new lease will be effective January 1, 2023. The term of the lease is for 10 years. Additionally, Central Wisconsin Aviation will have the option to renew this lease for two additional 5-year extensions provided new rates are agreed upon.

Financial Impact: For 2023, there will only be a slight increase in rent of \$5,316 over 2022, with a minimum CPI increase of 3% annually after that for the initial term of the lease. The Fuel Facility Recovery Fee of \$0.03 per gallon would generate \$30,000 of revenue based on fuel sales of 1 million gallons. This revenue would help offset the costs of owning, maintaining, and insuring our fuel farm.

Contributions to Airport Goals: This lease aligns with 2022's Goal #2: Engage in Business Planning. Central Wisconsin Aviation has a long history of providing quality FBO services at the Central Wisconsin Airport. This lease will secure up to an additional 20-year partnership with the FBO. Central Wisconsin Aviation's recent focus on their FBO business has drastically increased the amount of General Aviation Presence at the airport. Most days there are at least 3 jets on the apron. Prior to the pandemic, that figure was closer to 3 jet per month. Additionally, expanding their maintenance program has and will continue to drive more traffic. Lastly, in recruiting a low-cost carrier to serve the Central Wisconsin Airport, reliable FBO services at a reasonable price will be critical in securing any sort of agreement. Central Wisconsin Aviation business goals align with the airport's goals.

Recommended Action: Airport staff recommend approving the FBO Lease between Central Wisconsin Aviation, Inc. and Central Wisconsin Joint Airport Board as presented.

Attachment(s) Lease between Central Wisconsin Aviation, Inc. and Central Wisconsin Joint Airport Board.

LEASE BETWEEN
CENTRAL WISCONSIN AVIATION, INC.
AND
CENTRAL WISCONSIN JOINT AIRPORT BOARD

ARTICLE I - PARTIES

This Lease effective as of the 1st day of January, 2023 by and between the Counties of Marathon and Portage, municipal body corporates of the State of Wisconsin, by their Central Wisconsin Joint Airport Board (hereinafter referred to as the "Airport") and CENTRAL WISCONSIN AVIATION, INC., a Wisconsin corporation, (hereinafter referred to as "LESSEE").

ARTICLE II - LEASE AGREEMENT

The Airport hereby agrees to and does lease unto Lessee and Lessee agrees to and hereby does lease from the Airport, the premises hereinafter described for the term and at the rental and upon the conditions hereinafter set forth (the "Lease") for use as a site for a Fixed Base Operation.

ARTICLE III - DESCRIPTION OF THE LEASED PREMISES

The site consists of an area of 69,419 square feet described by a legal description and site as shown on Exhibit "A" attached hereto and outlined in red (the "Leased Premises"). The site is occupied by a two-hangar complex and an office facility. The Leased Premises also includes the Lessee's non-exclusive, shared use of the Airport-owned fuel farm occupying approximately 13,808 square feet of space as depicted in Exhibit "B".

ARTICLE IV - LENGTH OF LEASE

The term of this Lease shall be for a period of ten (10) years commencing upon execution of this agreement on January 1, 2023, and terminating on December 31, 2032. Lessee shall have the option to renew this lease for two (2) additional five (5) year periods, provided new rates are negotiated and agreed upon in writing by both parties before the renewal, and provided the Lessee notifies the Airport in writing of its intent to exercise this option no later than sixty (60) days prior to the termination of the initial term, or of the renewal period, as the case may be.

ARTICLE V - RENTALS

Lessee agrees to pay rent to Airport during the term of this Lease as follows:

1. Rent Amount. Lessee, by execution of this Lease, agrees to pay to Airport a monthly rent of \$6,000 per month for the lease year beginning on January 1, 2023, or \$72,000 yearly. Beginning on January 1, 2024 and for the remainder of the initial term of this Lease, rent paid by the Lessee shall be subject to either a 3% minimum annual increase or an increase in accordance with increases in the Consumer Price Index-All Urban Consumers (CPI-U) for All Cities (All Items), as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index"), whichever is greater. In no case shall the rent paid by Lessee to Airport increase less than 3% annually for the initial term of this Lease.

2. Payment of Rent. All payments required by this Lease, except fuel flowage fees, fuel facility recovery fees and landing fees, shall be paid monthly in advance on the first day of each month. Any portion of said rent which remains unpaid after the established due date shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date until paid.

3. Fuel Flowage Fee. A fuel flowage fee shall be paid to the Airport for all fuel delivered to or for Lessee no later than the fifteenth (15th) day of the month following the month in which the fuel was delivered. The fuel flowage fee shall be \$0.055 per gallon. Thereafter, the Airport reserves the right, at its own discretion, to increase or decrease the amount of the fuel flowage fee, provided such change in the flowage rate shall be consistent with the flowage rates charged other lessees of the Airport. The fuel flowage fee shall never increase more than ten percent (10%) per year and shall never exceed ten percent (10%) of Lessee's cost of the fuel delivered. The cost of fuel shall be the actual cost of such fuel to the Lessee and shall not include other charges such as the cost of transportation, taxes and assessments, inspection fees, or environmental charges.

4. Fuel Facility Recovery Fee. A fuel facility recovery fee shall be paid to the Airport for all fuel delivered to or for Lessee no later than the fifteenth (15th) day of the month following the month in which the fuel was delivered. The fuel facility recovery fee shall be \$0.03 per gallon.

5. Landing Fee. The Lessee shall collect a landing fee from aircraft utilizing the FBO based on aircraft weight and type of operation as outlined on the landing fee rate schedule approved by the Airport and which may be adjusted from time to time. The Lessee shall retain twenty percent

(20%) of the landing fees collected and shall remit eighty percent (80%) to the Airport no later than the fifteenth (15th) day of the month following the month in which the landing fee was collected.

6. **Recordkeeping and Audit.** Lessee shall keep full and accurate books and records showing all of the fees charged and collected hereunder, and Airport shall have the right, through its representatives and at reasonable times, at its own expense, to inspect, examine, copy and audit such books and records. Lessee hereby agrees that all such books and records will be made available to Airport for at least seven (7) years following the period covered by such books and records.

Airport reserves the right to audit Lessee's books and records pertaining to the Leased Premises, at its own expense, at any time for the purpose of verifying the fees charged and collected hereunder for any period three (3) years prior to such audit. If, however, as a result of such audit, it is established that Lessee has understated the reporting and remitting of fees required to be charged herein by two percent (2%) or more, the entire expense of said audit shall be borne by Lessee. Any additional fees due shall forthwith be paid by Lessee to Airport with interest thereon at one and one-half percent (1.5%) per month from the date such fees became due.

ARTICLE VI - AUTHORIZED USES

1. Use of Common Facilities. Lessee is authorized to use, in common with others, existing and future aeronautical facilities at the Central Wisconsin Airport ("CWA"), subject to the Airport's Rules and Regulations and Minimum Standards as may be updated from time to time, and applicable to all such users in common. Lessee shall be informed of changes to these defined Rules and Regulations and Minimum Standards through required public notice.

2. Nonexclusive Right to Operate. Lessee shall have the nonexclusive right to operate a Fixed Base Operation (FBO) at CWA. The facilities described by this Lease shall be used by Lessee to provide the FBO services. This Lease authorizes the Lessee to engage in the business of selling aviation fuels and lubricants; maintaining and operating aircraft servicing facilities; selling aircraft, engines, accessories and parts; providing storage space for aircraft; operating a repair shop for the repairing and servicing of aircraft, engines, and accessories in connection with said business; operating a radio repair and installation shop; providing flight instruction and aircraft

rental; providing pilots for operating planes for others, or carrying passengers and freight for hire; and operating the Unicom.

3. Insurance. Lessee shall operate the fuel storage facility shown on Exhibit "B". Lessee's use of the facilities is contingent upon Lessee's providing Airport with the "proof of financial responsibility" or such insurance as is or may be required by the State of Wisconsin and/or the U.S. Environmental Protection Agency.

4. Fuel Storage Indemnification. Lessee shall indemnify and hold harmless the Airport, its officials, officers, employees, and agents, and Marathon County and Portage County and their officials, officers, employees, and agents, acting in an official capacity for or on behalf of the Airport, against and from all claims, including, but not limited to, reasonable attorneys' fees and costs of defense, incurred by the Airport by reason of liability claimed under or imposed by law for damages because of Lessee's storage, use, handling or disposing of fuels or lubricants from fuel storage facilities operated by Lessee under provisions of this agreement. Prior to the initial delivery of fuel-to-fuel storage facilities described in Exhibit "B", Lessee shall obtain such environmental liability insurance coverage or proof of financial responsibility as may be mandatory under United States Environmental Protection Agency or State of Wisconsin regulations concerning fueling installations of the type constructed by Airport and maintained by Lessee. Any such insurance policy obtained by Lessee shall list as additional named insureds the Airport, its officials, officers, employees, and agents, and Marathon County and Portage County and their officials, officers, employees, and agents, acting in an official capacity for or on behalf of the Airport. Lessee shall keep all records required by the United States Environmental Protection Agency and the State of Wisconsin and comply with the rules and regulations of these agencies as those rules apply to the storage, handling, dispensing, or transporting of sudden or non-sudden liquid hydrocarbons which are potential contaminants.

The Airport shall indemnify and hold harmless Lessee, its shareholders, officers, directors, employees, agents, successors and assigns, against and from all loss, cost or expense, including, but not limited to, reasonable attorneys' fees and costs of defense, incurred by Lessee by reason of liability claimed under or imposed by law upon Lessee for damages because of the acts or omissions of officers, directors, employees, agents, successors or assigns of the Airport in the storage, use, handling or disposing of fuels or lubricants from fuel storage facilities constructed

at CWA.

5. Subsequent Alterations. Lessee shall have the right during the term of this Lease to make alterations to the then existing improvements, attach fixtures, and erect additional structures in or upon the Leased Premises, provided, however, that no such alterations shall be commenced prior to obtaining the Airport's written approval, which approval shall not be unreasonably withheld.

6. Service Fees. Lessee shall have the non-exclusive right to collect and retain reasonable service fees for services provided to its customers subject to the Airport Director's prior written approval.

ARTICLE VII - OBLIGATIONS OF THE AIRPORT

1. Operation and Maintenance of Facilities. The Airport agrees that it shall, during the term of this Lease and any extension or renewal hereof, operate, maintain, and keep in good repair all public and common facilities and services at CWA, including but not limited to the access road to the Leased Premises, the landing area, taxiway strips, terminal building and the Airport-owned air navigational facilities.

2. Snow Removal, Etc. The Airport agrees that it shall keep the airfield at CWA free from known obstructions, including the clearing and removal of snow, grass, stones, or other foreign objects, as reasonably necessary and with reasonable promptness, in accordance with the established priorities for runways, taxiways, ramps and areas immediately adjacent thereto for the safe, convenient and proper use of the facilities by Lessee and others.

Snow removal services will be provided in accordance with current and future Airport snow removal policies. Future policies should be implemented with the concurrence of the Lessee. Airport will not provide hand shoveling. Lessee is responsible for all snow removal within its Leased Premises, excluding the fuel facilities for which snow removal will be provided by the Airport.

ARTICLE VIII - OBLIGATIONS OF LESSEE

1. Acceptance of Premises. Lessee, by execution of this Lease, represents that it has inspected the Leased Premises, and that it accepts the condition of same as they now exist. Lessee agrees

to repair and maintain any improvements, fixtures, or any other object on the Leased Premises without expense to the Airport except for major structural and roof repairs, locks and access control, heating and air conditioning repair and replacement, and bi-fold door repair which shall be maintained by Airport. Lessee's repair and maintenance obligations for improvements and fixtures shall include, but not be limited to, lights, plumbing fixtures, cabinetry, personnel doors, window coverings, flooring, ceiling tiles, paint, and wall coverings. Lessee shall maintain the fuel storage filter elements for aviation fuels and shall assure that the fuel is uncontaminated. Airport shall repair or replace major fuel system components such as pumps, electric motors, filtering system, spill retention structure, tanks, inventory control, and leak detection, as appropriate to the installation.

2. Garbage Removal. Lessee agrees to remove at Lessee's expense, any garbage or debris generated by Lessee's use of the Leased Premises or the facilities at CWA.

3. Outside Storage. Lessee will not store in a location in view by the public, any junked aircraft parts, damaged aircraft or vehicles, unsightly equipment, materials, or supplies on the airport premises. Any screens or other devices used to keep equipment, materials or supplies from view shall be subject to approval by the Airport as provided in Article VI, Paragraph 5.

4. Lighting and Signs. Lessee shall secure advanced written approval from the Airport before placing any exterior lighting, or exterior signs on the Leased Premises. Exterior lighting shall be energy efficient LED lighting with a 5,000K color temperature. Interior lighting shall be energy efficient LED lighting. Existing signs are deemed to have been previously approved by the Airport.

5. Compliance with Laws, Rules and Regulations and Federal Aviation Administration Regulations. Lessee agrees to comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances including Federal Aviation Administration Regulations and the Airport's policies, Rules and Regulations, Minimum Standards, the Airport Security Program, and the Airport Certification Manual. Lessee further agrees that any fines, costs of defense, including reasonable attorneys' fees, disbursements, or any other expenses incurred by the Airport through enforcement of Transportation Security Administration regulations regarding security (including but not limited to 49 CFR Part 1542), because of acts

committed by Lessee, its employees, agents, suppliers, contractors, subcontractors, guests, or patrons in the area under the care, custody and control of Lessee, shall be paid by Lessee, provided that the Airport shall provide an itemized statement of the amounts demanded.

6. Lessee's Taxes. Lessee shall promptly pay all taxes and assessments levied on Lessee's property on the Leased Premises. Lessee shall also pay all licenses, permits, occupational fees and inspection fees assessed to the Leased Premises provided, however, that Lessee shall not be required to pay any such tax, assessments, fees, charge, levy or claim, the payment of which is being contested in good faith and by proper proceedings, and for which Lessee shall have set aside on its books, adequate reserves therefore (the adequacy of such reserves being determined in accordance with generally accepted accounting principles).

7. Liens. Lessee agrees to promptly pay all sums legally due and payable, incurred on behalf of or at the request of the Lessee, on account of any labor performed on, or materials furnished for, the leased premises and Lessee shall not permit any liens to be placed against the Leased Premises on account of labor performed or material furnished; provided, however, that Lessee shall not be required to pay such sums, the payment of which is being contested in good faith and by proper proceedings, and for which it shall have set aside on its books adequate reserves therefore (the adequacy of such reserves being determined in accordance with generally accepted accounting principles). Lessee agrees to hold the Airport harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens which are not being contested by Lessee as provided herein as soon as reasonably possible.

8. Repair of Premises. Lessee shall, at its sole expense, keep, clean, maintain and repair the Leased Premises, the surrounding grounds, the improvements, and all equipment thereon, in a good and well-maintained condition consistent with good business practice and in a manner which will preserve and protect the general appearance and value of the Leased Premises.

9. Assignment. Lessee shall have the right only with the prior written consent of Airport to assign its rights and obligations under this Lease and to assign all or any part of the Leased Premises to a third party; provided however, that any assignment shall assume all of the rights and obligations contained within this Lease. Airport's consent to an assignment shall be contingent upon the Assignee having the financial ability to meet the insurance requirements of

this agreement and possess the business aviation background necessary to effectively operate an FBO as deemed essential by Airport in its sole discretion.

10. Utilities. Lessee agrees to pay any and all costs and expenses incurred as a result of the installation and use of utilities by Lessee's operation of the Leased Premises under this Lease.

11. Security. The parties hereby agree that Lessee assumes all responsibility and obligation for providing security upon and for the Leased Premises, provided, however, that other than the compliance requirement in Article VIII, Paragraph 5, Lessee will have no obligation or responsibility for airport security other than compliance with Transportation Security Regulation, 49 CFR Part 1542 and the Airport Security Program.

12. Hours of Operation. Lessee agrees upon execution of this Lease to maintain operations during a schedule of hours, which shall be approved in advance by the Airport Director, and with on-call service provided during the remaining hours of each day, with response time for on-call fueling service not to exceed one (1) hour and on-call aircraft maintenance not to exceed two (2) hours. Any special closures, including holiday hours, must be coordinated and approved in advance with the Airport Director and must be conspicuously posted with sufficient advance notice. When closed, Lessee shall post a 24-hour contact telephone number to request after-hours services.

13. Staffing. Lessee shall staff the FBO with an adequate number of qualified and, where applicable, licensed employees to provide a high level of service to its customers, which shall at no time be fewer than the required staffing outlined for FBOs in the Minimum Standards.

Lessee shall establish a written training program to ensure that all employees are thoroughly trained and qualified to perform the tasks to which they are assigned. The training program shall contain detailed instruction in proper operating procedures for each job classification. All fuel service personnel shall successfully complete and remain current under an approved safety course that complies with the Airport's Airport Certification Manual, including NFPA training.

Personnel while on duty shall be clean, neat in appearance, and courteous. All non-management Lessee employees in the AOA shall be suitably uniformed, and the uniform shall identify the

name of the FBO providing the service. All Lessee employees in the AOA shall display valid Airport issued identification badges as required by the Airport Security Program at all times.

All Lessee activities shall be conducted under the guidance and supervision of a full-time manager. Such person must be a qualified and experienced FBO manager vested with full power and authority in respect of the method, manner and conduct of the FBO operation. Such FBO manager shall be assigned to the Airport where he or she shall be available during normal business hours.

14. Equipment. Lessee shall provide and maintain the necessary equipment to provide the services outlined in this agreement which at no point shall be less than the requirements outlined in the Minimum Standards.

ARTICLE IX - QUIET ENJOYMENT

The Airport covenants, warrants, and represents that it has full right and power to execute and perform this Lease and to grant the estate leased herein and that Lessee, upon payment of rent herein contained, shall peaceably and quietly have, hold and enjoy the Leased Premises during the full term of this Lease and any extension or renewal of this Lease, subject to the Airport's right to inspect the Leased Premises as stated in Article X herein.

ARTICLE X - AIRPORT'S RIGHT OF ENTRY

The Airport, its agents and employees, shall have the right to inspect the Leased Premises at all reasonable times for the purpose of examining same and to ascertain if they are in good repair. Prior to any inspection by the Airport, the Airport shall arrange with Lessee a suitable time to make such inspection and if no time can be agreed upon, the Airport may inspect at a time convenient to it during regular business hours.

ARTICLE XI - NONDISCRIMINATION COVENANTS

1. General Civil Rights Provisions. The Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.

The provision obligates the Lessee for the period during which the property is owned, used, or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

2. Compliance with Nondiscrimination Requirements. During the performance of this Lease, the Lessee, for itself, its assignees and successors in interest agrees as follows:

(a) Compliance with Regulations: Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are attached as Exhibit “C” and which are herein incorporated by reference and made a part of this Lease.

(b) Nondiscrimination: Lessee, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Lease covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(c) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Lessee of the Lessee’s obligations under this Lease and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.

(d) Information and Reports: Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance: In the event of Lessee's noncompliance with the non-discrimination provisions of this Lease, the Airport will impose such Lease sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending this Lease, in whole or in part.

(f) Incorporation of Provisions: The Lessee will include the provisions of paragraphs a. through f. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

ARTICLE XII - HOLDING OVER

In the event that Lessee holds over in its occupation of the Leased Premises, or any portion thereof, after the expiration or other termination of any portion of this Lease or any renewal or extension hereof, such holding over shall operate and be construed as a tenancy from month-to-month at the same monthly rental that applied to the last preceding month and subject to all the other terms and conditions herein provided. However, nothing contained herein shall be construed as consent by the Airport to the holding over of the Leased Premises by Lessee.

ARTICLE XIII - REASONABLE EXERCISE OF THE AIRPORT'S RIGHTS

All rights, privileges, options and powers as are reserved by the Airport with respect to the Leased Premises and the improvements, shall be exercised in a reasonable manner, without unnecessary and unreasonable interference with Lessee's use and occupancy of the Leased Premises and the improvements; and wherever Lessee's rights or privileges to act under this Lease are stated to be subject to prior consent or approval of the Airport, it is understood and agreed that consent or approval shall not be arbitrarily or unreasonably withheld.

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 CWA, 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.

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 CWA, and the right to pursue all operations of the CWA.

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.

ARTICLE XIV - DAMAGE TO PREMISES

1. If the Leased Premises, part or all of which is leased to Lessee, shall be partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the Airport at its own cost and expense; if such damage renders the premises untenable, but capable of being repaired in ninety (90) days, the same shall be repaired with due diligence by the Airport at its own cost and expense, and the rent payable hereunder shall be proportionately paid up to the time of such damage and shall thenceforth be assessed pro rata based upon the proportion of the premises which remain untenable for more than ninety (90) days. Lessee shall have the option of: (1) continuing to utilize said premises during a repair or reconstruction and the rent payable therefore shall be proportionately paid up to the time of such damage or destruction and shall thenceforth be assessed pro rata based upon the proportion of the premises which remains tenable as the premises shall be put in order; or (2) within ninety (90) days after the time of such damage or destruction and before the said premises shall be put in order, the Lessee shall have the right upon notice to Airport to cancel this Lease insofar as it relates to said premises.

2. Notwithstanding the provision of the preceding paragraph, in the event that a loss or occurrence on the Leased Premises is due to a negligent act or omission or willful intent of Lessee, and causes a loss to the Airport's property, Lessee shall reimburse the Airport for such

loss suffered by the Airport and shall provide insurance coverage covering any such loss.

ARTICLE XV - DEFAULT

If Lessee (1) fails to pay rent or any other payment past due hereunder within thirty (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 thirty (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 sixty (60) days, unless otherwise agreed to by the Airport and Lessee, or (5) fails to provide the security deposit described in Article XVI as and when required thereunder, then at the election of the Airport:

1. Without terminating this Lease, the Airport may re-enter the Leased Premises and improve and relet all or any part of it to others, for the account of Lessee, including costs of renovation and an administrative fee not to exceed fifteen percent (15%) paid to the Airport for all sublease rentals received, and Lessee shall promptly reimburse the Airport for any deficiency in rentals or other payments received under such subletting, as compared to Lessee's obligations hereunder.
2. Upon a default, at any time before or after a reentry and reletting as provided above, the Airport may terminate Lessee's rights under this Lease, without any restriction upon recovery by the Airport for past due rentals and other obligations of Lessee. The Airport reserves the right to confiscate the Lessee's fuel stored in the fuel facilities and resell the fuel, for the account of the Lessee, less any costs and administrative fees incurred by the Airport in the sale or disposition of such fuel. Should the proceeds from the sale or disposition of the fuel exceed the amounts due the Airport, including all accrued interest, the Airport will remit the balance to the Lessee. The Airport shall have all additional rights and remedies as may be provided to landlords by law.

ARTICLE XVI - SECURITY DEPOSIT

1. If at any time during the term of this Lease, Lessee fails to make payments strictly in accordance with the payment provisions of this Lease following receipt of written notice of default, the Airport may require Lessee to provide to the Airport a security deposit in the amount

of (1) Lessee's rental for a six (6) month period, plus (2) Lessee's estimated fuel flowage fees and fuel facility recovery fees for a three (3) 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 the Airport.

2. Failure to provide such security deposit within thirty (30) days of demand by the Airport shall constitute an event of default under Article XV of this Lease. Document(s) evidencing this deposit must provide that the same shall remain in full force and effect for a period of sixty (60) days following termination or cancellation of this Lease 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 set forth in Article V hereof, 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. If all payments required by the Lessee under the terms of this lease are thereafter made for a period of twelve consecutive months, the Airport shall return the balance of such deposit to the Lessee or cancel required bond.

4. Rental, fuel flowage fee, fuel facility recovery fee and landing fees payments shall be due and payable, without invoice, on the dates provided in this Lease. The acceptance by the Airport of any payment made by Lessee shall not preclude the Airport from verifying the accuracy of Lessee's report and computations or from recovering any additional payment actually due from Lessee.

ARTICLE XVII - FUTURE DEVELOPMENT

Subject to Articles IX and XIII, the Airport reserves the right, in the Airport's sole discretion, (1) to further develop or improve CWA, and (2) to take any action it considers necessary to protect the aerial approaches to CWA against obstructions, together with the right to prevent Lessee from erecting or causing to be erected any building or other structure on the Leased Premises which would limit the usefulness of CWA or constitute a hazard to aircraft.

The Airport may build or provide, or cause to be built or provided, new or substitute FBO

facilities at CWA. In the event of the construction and occupancy of new or substitute facilities at CWA during the term of this Agreement, the following shall apply:

1. Lessee agrees to relocate operations from the Premises to the new or substituted premises and to thereafter conduct its operations therefrom. The cost of relocation will be borne by the Lessee. The new or substituted facilities shall be comparable to the previous facilities in terms of size, location and finish, all at the discretion of the Airport.
2. Upon such relocation, the Airport shall have the right to demolish or use the existing FBO building as it sees fit.
3. The rental fee for the new FBO facilities will be negotiated and mutually agreed upon.
4. Except as modified by the substitution of facilities and the fee adjustments as provided for herein, this Agreement shall continue in full force and effect without change or modification until the expiration or termination of the Agreement.

ARTICLE XVIII - MORTGAGES AND SUBORDINATION

Lessee shall not have the right at any time during the term of this Lease or any renewal hereof, to obtain a loan or loans secured by a mortgage on the land or improvements covered by this Lease.

ARTICLE XIX - SURRENDER OF POSSESSION

Lessee shall, upon termination of this Lease or cancellation, quit and deliver up the Leased Premises and privileges to Airport peaceably and quietly, with the Leased Premises being in as good order and condition as the same now are or may be hereafter improved by Lessee or Airport, reasonable use and wear thereof excepted. In addition to any lien provided by Wisconsin law, Airport shall have a specific lien on all property of Lessee, including fuel inventory, and related equipment on the Leased Premises as security for nonpayment. Lessee shall have the right to remove all of its trade fixtures and equipment installed or placed by it at its own expense, in, on or about the Premises; subject however, to any valid lien which Airport may have thereon for unpaid charges or fees.

ARTICLE XX - NONEXCLUSIVE LEASE

It is understood and agreed by and between the parties that the Airport retains the privilege of entering into leases with others. It is the intent of the Airport to enter into like leases with other tenants. It is the Airport's intent that wherever there are competitive facilities providing relatively comparable services, that all such services and facilities be treated in a comparable manner. This paragraph shall not be construed to abrogate Lessee's right to quiet enjoyment contained in this Lease.

ARTICLE XXI - INGRESS AND EGRESS

The Airport hereby grants to Lessee, its officers, directors, employees, invitees, successors and assigns, during the initial term of this Lease and any renewals thereof, the right of an ingress and egress to the Leased Premises.

ARTICLE XXII - LIABILITY AND INSURANCE

1. Property Insurance. Airport shall, throughout the term of this agreement, maintain property insurance to replace airport owned structures and equipment. Lessee shall maintain property and casualty insurance on Lessee's personal property located upon the airport.
2. Insurance. Lessee agrees that it will procure from an insurance company having a rating by A.M. Best and Company of "A" or better, a Standard Provisions Combination Casualty Policy affording Comprehensive General Liability Insurance (including Personal Injury), Automobile Liability, Workers Compensation, and any other insurance reasonably required by the Airport applicable to all operations of Lessee conducted at or from the Leased Premises and naming the Airport, its officials, officers, employees, and agents, and Marathon County and Portage County and their officials, officers, employees, and agents acting in an official capacity for or on behalf of the Airport, as additional named insureds. The limit of liability afforded under such policies (subject to any aggregate limit of liability for products and completed operations hazards which shall not be less than Five Million Dollars (\$5,000,000 per occurrence) shall not be less than Five Million Dollars (\$5,000,000) per occurrence. Such insurance shall be maintained in force and effect during the term of the tenancy of Lessee hereunder. Certificates of Insurance evidencing proof of such insurance as it is required under the terms of this Lease shall be provided to the Airport. The Description of Operation on the Certificate shall indicate that this coverage is afforded to/for the operation of the Fixed Base Operator. Any such certificate shall state that the

insurance represented therein as in effect for the Airport's benefit shall not be cancelled or diminished, as to the Airport, prior to thirty (30) days from date that written notice of thereof has been received by the Airport.

3. Indemnification by Lessee. Lessee shall indemnify and hold harmless the Airport, its officials, officers, employees, and agents, and Marathon County and Portage County and their officials, officers, employees, and agents, acting in an official capacity for or on behalf of the Airport, from all loss, cost and expense, including but not limited to reasonable attorneys' fees and costs of defense, occasioned to the Airport, Marathon County, Portage County, their officials, agents and employees by reason of liability claimed under or imposed by law upon the Airport, Marathon County, Portage County, their officials, agents and employees for damages because of operations of Lessee conducted at or from the Leased Premises pursuant to rights granted hereunder, but only if such liability arises by reason of any negligent act or omission of Lessee or of any person or organization for whose acts or omissions Lessee is legally responsible.

4. Indemnification by Lessor. Lessor shall indemnify and hold harmless the Lessee, its owners, officers, employees, and agents, from all loss, cost and expense, including but not limited to reasonable attorneys' fees and costs of defense, occasioned to the Lessee, its owners, officers, employees and agents by reason of liability claimed under or imposed by law upon the Lessee, its owners, officers, employees and agents for damages because of operations of the Airport, its officials, officers, employees and agents, conducted at or from the Leased Premises or other areas/facilities at CWA, but only if such liability arises by reason of any negligent act or omission of the Airport or of any person or organization for whose acts or omissions the Airport is legally responsible.

ARTICLE XXIII - 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 CWA. Should the effect of such agreement with the

United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, Airport shall terminate this Lease.

ARTICLE XXIV - NOTICE

Any notice required or desired to be served by either party upon the other may be served by depositing such notice in the United States Mail, certified, return receipt requested, in a sealed envelope, postage prepaid, and addressed as follows:

To Airport:

Airport Director

Central Wisconsin Airport

100 CWA Drive, Suite 227

Mosinee, WI 54455

To Central Wisconsin Aviation, Inc.:

James L. Vruwink, Owner

Central Wisconsin Aviation, Inc.

400 CWA Drive

Mosinee, WI 54455

or to such other address or person as shall from time to time be designated by the parties in writing.

ARTICLE XXV - EASEMENT FOR UTILITIES

The Airport hereby agrees that it shall grant easements necessary to supply utilities to the Leased Premises and the improvements.

ARTICLE XXVI - ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties and each party understands that there are no other oral understandings or agreements other than those set out herein. This Lease cannot be added to, altered or amended in any way except by written agreement signed by both of the parties hereto.

ARTICLE XXVII - SUCCESSORS AND ASSIGNS

The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon said respective parties, their successors and assigns.

ARTICLE XXVIII - SEVERABILITY

In the event that any provision herein contained is held to be invalid by any court of competent

jurisdiction, the invalidity of any such provision shall in no way affect any other provision contained herein, provided that the validity of any such provision does not materially prejudice either the Airport or Lessee.

ARTICLE XXIX - NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this Lease after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Lease for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

ARTICLE XXX - TAXES AND LICENSES

The Lessee (and any successor in interest) covenants that it shall properly elect at the time the lease is executed to irrevocably waive depreciation and investment tax credit with respect to the leased property and/or Leased Premises. The Lessee agrees to retain a copy of such election in its records for the entire term of the lease. The Lessee further covenants that any publicly recorded document which is recorded in lieu of the lease will also state that neither the Lessee nor any successor in interest under the lease will claim depreciation or an investment credit with respect to the leased property. The term "leased property" for purposes of the foregoing election shall exclude any property (including fixtures, etc.) which was not financed with the proceeds of any "tax-exempt bond," as such term is defined by Section 150 (a)(6) of the Internal Revenue Code of 1986 (the "Code"). 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. Airport shall assist Lessee where necessary in obtaining said permits.

ARTICLE XXXI - RIGHTS AND PRIVILEGES OF AIRPORT

Central Wisconsin Joint Airport Board's 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.

ARTICLE XXXII - ACCESS CONTROL

1. Lessee shall upon termination of this Lease return all issued keys and access control media to

Airport. If all issued keys and access control media 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 and access control media issued to employees of Lessee. If a key or access control media 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.

ARTICLE XXXIII - NO PERSONAL LIABILITY

Under no circumstances shall any trustee, officer, official, commissioner, Airport Director, manager, 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.

ARTICLE XXXIV - 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.

ARTICLE XXXV - 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 article in any proceeding as conclusive evidence of this waiver by the other party.

ARTICLE XXXVI - NOTIFICATION

Lessee shall:

1. As soon as possible and in any event within a reasonable period of time 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. Promptly 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, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, related to the Airport, 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.

ARTICLE XXXVIII - 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.

ARTICLE XXXIX - CONFLICTS OF INTEREST

Lessee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Lessee further covenants that in the performance of this Lease no person having any conflicting interest shall be employed. Any interest on the part of Lessee or its employee must be disclosed to Airport.

ARTICLE XL - 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.

ARTICLE XLI - PUBLIC RECORD 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.

ARTICLE XLII - CONSTRUCTION

This Lease shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. The captions appearing at the first of each numbered article 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.

ARTICLE XLIII - 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.

ARTICLE XLIV - 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.

ARTICLE XLV - 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.

ARTICLE XLVI - 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.

ARTICLE XLVII - NO INTERFERENCE

The Lessee and Airport agree that the rights granted by this Lease will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the Airport.

ARTICLE XLVIII - 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.

ARTICLE IL - COUNTERPARTS

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

ARTICLE L - SURVIVAL

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

IN WITNESS WHEREOF, the undersigned parties hereby sign this Lease to be effective as of the effective date first written above.

CENTRAL WISCONSIN JOINT AIRPORT BOARD

By: _____ Date: _____

David Ladick, Chair

CENTRAL WISCONSIN AVIATION, INC.

By: _____ Date: _____

James L. Vruwink, President

LAYOUT: 25
PLOT TIME: 9/8/2022 10:48 AM
FILE NAME: P:\2020\2020.026 - CWA - General Task Orders\CAD\Exhibits\FBO Lease Exhibit\FBO Lease Exhibit - 2111217.dwg
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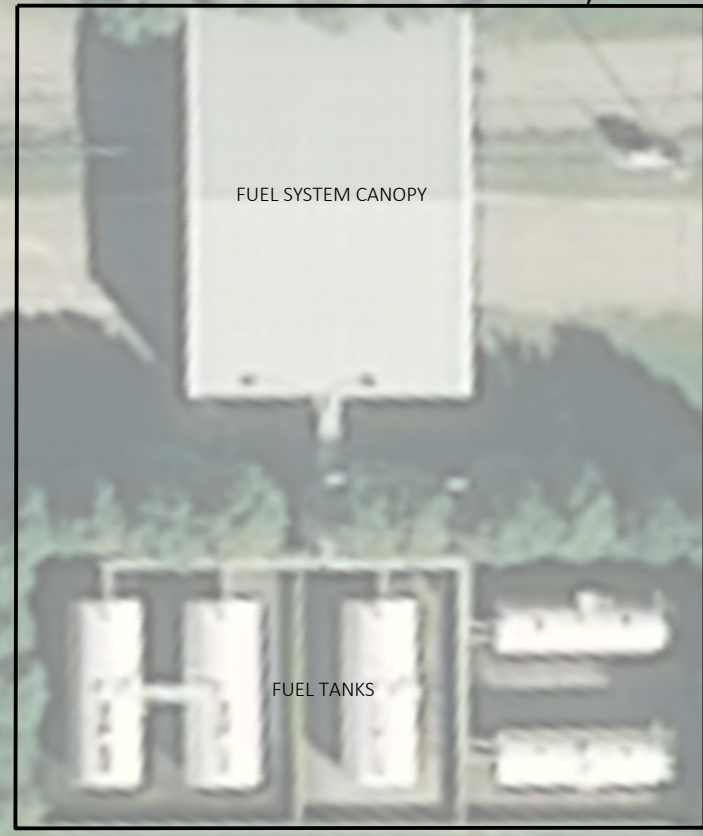


LAYOUT: 26
PLOT TIME: 9/8/2022 10:47 AM
FILE NAME: P:\2020\2020.026 - CWA - General Task Orders\CAD\Exhibits\Fuel Farm Lease Exhibit - 211223.dwg



FLIGHTLINE DR.

LEASE EXTENTS
TOTAL AREA: 13,808 SF
DEVELOPED AREA: 7,250 SF
UNDEVELOPED AREA: 6,558 SF



FUEL SYSTEM CANOPY

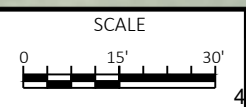
FUEL TANKS



330 N. 4th STREET
WAUSAU, WI 54403 • 715.845.8000
becherhoppe.com

DRAWN BY: JDM
CHECKED BY: JDM
DATE: 9/7/22

PROJECT NO: 2020.026
REV. DATES:



CENTRAL WISCONSIN AIRPORT

LEASE EXHIBIT B
FUEL FARM

SHEET
26

EXHIBIT “C” - TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).



Agenda Item Summary

Airport Board Meeting Date: September 13, 2022

Agenda Item Title: #) Review and Possible Action on 600 Aviation Way Land Lease and Use Agreement with Central Wisconsin Aviation

Staff Responsible: Brian Grefe, Airport Director

Background: The hangar located at 600 Aviation Way owned by Brad Lewitzke is under a lease agreement with the Central Wisconsin Airport. James Vruwink, President of Central Wisconsin Aviation, Inc. has recently purchased the hangar for use by the FBO, Central Wisconsin Aviation from Mr. Lewitzke. The lease presented today is the Airport's current standard form lease. Terms and Rates are consistent with other tenants on the airport. The only exception is the standard fueling provision has been removed, as that is contained within the FBO agreement.

Timeline: The Lease's effective date is September 1, 2022. This is a 10-year agreement with two five-year extensions options.

Financial Impact: The annual value of this Land Lease and Use Agreement is \$8,685.48 based on 2022 rates. There are annual CPI adjustments included in the agreement.

Contributions to Airport Goals: This lease aligns with 2022's Goal #2: Engage in Business Planning. Central Wisconsin Aviation has a long history of providing quality FBO services at the Central Wisconsin Airport. This lease will secure up to an additional 20-year partnership with the FBO. Central Wisconsin Aviation intends to use this hangar to operate its airframe and powerplant maintenance services. As part of that business, the FBO is pursuing additional FAA certification for a radio repair station. This effort on behalf of the FBO will increase General Aviation at the Airport.

Recommended Action: Airport staff recommend approving the Land Lease and Use Agreement for 600 Aviation Way between Central Wisconsin Aviation, Inc. and Central Wisconsin Joint Airport Board as presented.

Attachment(s) Land Lease and Use Agreement between Central Wisconsin Aviation, Inc. and Central Wisconsin Joint Airport Board



LAND LEASE AND USE AGREEMENT

between

Central Wisconsin Airport Joint Airport Board

and

Central Wisconsin Aviation, Inc

AIRPORT LEASE
600 Aviation Way

THIS LEASE ("**Lease**") is, made and entered into this First day of September 2022, 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 Central Wisconsin Aviation, Inc. (hereinafter referred to as "**Lessee**"), a Wisconsin corporation with its office and address being 400 CWA Dr. Mosinee, WI 54455

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.

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 September 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 maintain a hangar, together with additional land for parking, landscaping, access and utilities, consisting of a total of 31,097 square feet (4,800 sq. ft. developed area, 26,297 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 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 ten (10) year period commencing on September 1, 2022 and terminating on August 31, 2032 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 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 an aircraft storage hangar, including the right to store all equipment necessary for the use of the airplane(s).
2. 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.
3. 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.
4. 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 \$198.28 per month in year one. This amount is based upon (\$0.4957) per square foot per year for space leased (4,800 sq. ft.) as described in Section 1 herein. (Thus, 4,800sq. ft. X \$0.4957 =

4

\$2,379.36/yr. divided by 12 = \$198.28 per month.)

- b) Land and Vehicle Parking: For the land and vehicle parking, Lessee shall pay \$525.51 per month. This amount is based upon (\$0.2398) per square foot per year for land leased (26,297 sq. ft.) as described in Section 1 herein. (Thus, 26,297 sq. ft. X \$0.2398 = \$6,306.02/yr. divided by 12 = \$525.51 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, 2023 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, 2023 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. Any and all payments due to the Airport by Lessee shall be remitted to the following address:
 - Marathon County Treasurer
 - % Central Wisconsin Airport
 - 100 CWA Dr.
 - Suite 227
 - Mosinee, WI 54455

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 a 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.

SECTION 7 – SECURITY DEPOSIT

1. Waived

SECTION 8 - AIRPORT INVESTMENT

Airport shall perform the initial site survey to coordinate 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, 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 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 Lessor of its intentions no later than 120 days prior to the desired termination date of this Lease. This agreement may be terminated upon construction of a new hangar or the remodeling of an existing hangar at the Airport and upon written agreement between the Lessee and Airport with the date of said termination corresponding with the start date of the new facility. Termination of this Lease shall be provided for in the new lease agreement.

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 Airport.
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 road at all times except as provided in this Lease
3. Snow Removal. Airport shall remove snow, at no cost to Lessee, on Airport-owned roadways 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.
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.
9. **Mowing and Landscaping.** Lessee shall be responsible for all mowing, landscaping, and grading in the leased premise

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 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 .

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 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 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.

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, attorney's fees (including in-house counsel legal fees), 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 any and all 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, lightening, wind storm, 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.
 - 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 he 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 a 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 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 during the term of this Lease for the purpose of assessing conditions or for any other purpose incidental to rights of Airport.

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.

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 the 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: Central Wisconsin Aviation, Inc.
James L. Vruwink, Owner
400 CWA Dr.
Mosinee, WI 54455

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.

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: Central Wisconsin Aviation, Inc.

By: _____ By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

LESSOR: Central Wisconsin Airport Joint Airport Board

By: _____ By: _____

Board Chair – David Ladick

Date: _____



LOT LEASE EXTENTS
 TOTAL AREA: 31,097 SF
 BUILDING AREA: 4,800 SF
 NON-DEVELOPED AREA: 26,297 SF

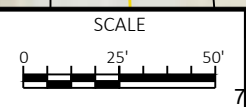
LAYOUT: 1
 PLOT TIME: 8/29/2022 2:37 PM
 FILE NAME: P:\2020\2020.026 - CWA - General Task Orders\CAD\Exhibits\2.20207 - Central Wisconsin Aviation (Lewitzky)\Central Wisc. Aviation.dwg
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330 N. 4th STREET
 WAUSAU, WI 54403 • 715.845.8000
 becherhoppe.com

DRAWN BY: JDM
 CHECKED BY: JDM
 DATE: 9/1/22

PROJECT NO: 2020.026
 REV. DATES:



CENTRAL WISCONSIN AIRPORT

EXHIBIT A
 CENTRAL WISCONSIN AVIATION

SHEET
 1

**CENTRAL WISCONSIN AIRPORT STATISTICAL REPORT
SUMMARY - AUGUST 2021 - 2022**

09-Sep-22

	2021 MONTH	2022 MONTH	% CHGE. 21-22	2021 Y-T-D	2022 Y-T-D	% CHGE. 21-22
ACTUAL OPERATIONS						
AMERICAN	84	59	-29.8%	486	469	-3.5%
UNITED	58	0	-100.0%	373	3	-99.2%
DELTA	168	95	-43.5%	983	751	-23.6%
CHARTERS	0	0	0.0%	4	8	100.0%
TOTAL ACTIVITY	620	308	-50.3%	3,692	2,462	-33.3%
ATCT OPERATIONS	1,378	1,119	-18.8%	9,408	8,756	-6.9%
AIRLINE CANCELLATIONS						
AMERICAN	3	1	-66.7%	8	6	-25.0%
UNITED	1	0	-100.0%	1	0	-100.0%
DELTA	0	0	0.0%	2	0	-100.0%
TOTAL CANCELLATIONS	4	1	-75.0%	11	6	-45.5%
ENPLANED PASSENGERS						
AMERICAN	3,274	2,792	-14.7%	18,603	20,994	12.9%
UNITED	2,227	0	-100.0%	12,793	133	-99.0%
DELTA	5,675	4,005	-29.4%	28,319	30,283	6.9%
CHARTERS	0	0	0.0%	279	907	225.1%
TOTAL ENPLANED PASSENGERS	11,176	6,797	-39.2%	59,994	52,317	-12.8%
DEPLANED PASSENGERS						
AMERICAN	2,996	2,567	-14.3%	17,792	20,064	12.8%
UNITED	1,981	0	-100.0%	12,784	74	-99.4%
DELTA	5,380	4,750	-11.7%	28,359	30,718	8.3%
CHARTERS	0	0	0.0%	279	907	225.1%
TOTAL DEPLANED PASSENGERS	10,357	7,317	-29.4%	59,214	51,763	-12.6%
AIR FREIGHT - AMERICAN	395	201	-49.1%	697	1,479	112.2%
AIR FREIGHT - UNITED	0	0	0.0%	0	0	0.0%
AIR FREIGHT - DELTA	0	0	0.0%	18,258	0	-100.0%
TOTAL AIRFREIGHT - AIRLINES	395	201	-49.1%	18,955	1,479	-92.2%
TOTAL AIRFREIGHT - GENERAL AVIATION	159,499	150,220	-5.8%	1,157,134	1,175,487	1.6%
AIRLINES & GEN AVIATION - AIR FREIGHT	159,894	150,421	-5.9%	1,176,089	1,176,966	0.1%

LOAD FACTOR-CURRENT MONTH	SEATS	PAX	FACTOR
AMERICAN	2,950	2,792	94.6%
DELTA	4,650	4,005	86.1%

Central Wisconsin Airport – Flight Schedule September 13, 2022



<u>Arrivals – Delta</u>				<u>Departures – Delta</u>			
4720	13:51	from MSP	CRJ	5054	06:15	to MSP	CRJ
5409	18:47	from DTW	CRJ	5116	07:00	to DTW	CRJ
5099	20:41	from MSP	CRJ	4720	14:31	to MSP	CRJ



<u>Arrivals – American Eagle</u>				<u>Departures – American Eagle</u>			
3709	14:35	from ORD	ERJ	3788	06:20	to ORD	ERJ
3541	18:08	from ORD	ERJ	3709	15:04	to ORD	ERJ

Upcoming Charter Schedule

September 1st – Sun Country to Laughlin WOJO
 September 5th – Honor Flight
 October 3rd – Honor Flight
 October 6th – Sun Country to Omaha WOJO

MSP = Minneapolis
 ORD = Chicago O’Hare
 DTW = Detroit

Total CWA Flights Daily = 5

CENTRAL WISCONSIN AIRPORT
REVENUE 2022

09-Sep-22

		BUDGET 2022	MONTH OF AUGUST	YEAR TO DATE	% OF BUDGET
5409-53	FUEL SALES	\$34,000	\$0	\$17,212	50.6%
5410-53	FUEL FLOWAGE	\$55,000	\$0	\$25,280	46.0%
5411-53	LANDING FEES	\$355,000	\$18,698	\$156,796	44.2%
5418-53	RAMP CHARGES	\$55,000	\$3,947	\$32,339	58.8%
AIRFIELD		\$499,000	\$22,645	\$231,627	46.4%
5422-56	UTILITIES	\$450	\$0	\$0	0.0%
CONTROL TOWER		\$450	\$0	\$0	0.0%
5412-55	RENT	\$100,000	\$6,677	\$63,599	63.6%
5422-55	UTILITIES	\$0	\$0	\$0	0.0%
HANGAR		\$100,000	\$6,677	\$63,599	63.6%
5497-57	LABOR-CWA	\$1,000	\$0	\$1,786	178.6%
5498-57	MATERIALS-CWA	\$200	\$0	\$0	0.0%
5499-57	MISC-CWA	\$2,000	\$0	\$80	4.0%
MAINTENANCE SHOP		\$3,200	\$0	\$1,866	58.3%
5412-54	RENT	\$30,000	\$2,655	\$21,240	70.8%
5414-54	FARM LAND RENT	\$80,000	\$0	\$52,856	66.1%
5417-54	HWY BILLBOARDS	\$9,800	\$9,832	\$9,832	100.3%
5422-54	UTILITIES	\$0	\$0	\$0	0.0%
5432-54	CORPORATE HANGAR	\$190,000	\$14,022	\$154,468	81.3%
NET LEASE		\$309,800	\$26,509	\$238,396	77.0%
5440-51	PARKING	\$1,100,000	\$61,012	\$549,148	49.9%
5412-52	RENT	\$1,270,000	\$42,853	\$598,727	47.1%
5416-52	ADVERTISING	\$18,000	\$0	\$10,512	58.4%
5422-52	UTILITIES	\$39,550	\$2,535	\$21,731	54.9%
5431-52	SECURITY	\$5,000	\$0	\$0	0.0%
5499-52	MISCELLANEOUS	\$23,000	\$0	\$10,595	46.1%
TERMINAL BUILDING		\$1,355,550	\$45,388	\$641,565	47.3%
TOTAL		\$3,368,000	\$162,230	\$1,726,199	51.3%
1210	SALES TAX DISCOUNT	\$0	\$0	\$157	
8110	INTEREST ON INVEST	\$15,000	\$0	\$20,684	
8310	SALE FIXED ASSETS	\$72,000	\$0	\$0	
8350	INS RECOV	\$0	\$0	\$0	
8400	OTHER MISC REV	\$0	\$0	\$98	
8413	WORKERS COMP REIMB	\$0	\$0	\$0	
GRAND TOTAL		\$3,455,000	\$162,230	\$1,747,139	50.6%
5419-53	PASSENGER FAC. CHGS.	\$200,000	\$53,480	\$189,942	95.0%
8110	PFC INTEREST	\$2,500	\$0	\$1,587	63.5%
TOTAL PASSENGER FACILITY CHGS.		\$202,500	\$0	\$191,529	94.6%
5420-52	CFC CAR RENTAL FEES	\$210,200	\$26,036	\$76,164	36.2%

**CENTRAL WISCONSIN AIRPORT
DISBURSEMENTS - AUGUST 2022**

	2022 BUDGET	THIS MONTH	2022 YTD	YTD % of BUDGET
PERSONAL SERVICES				
SALARIES	\$408,162.00	\$35,732.80	\$303,071.00	74.3%
WAGES	\$783,409.00	\$40,977.03	\$435,875.39	55.6%
EMPLOYEE BENEFITS	\$14,500.00	\$145.03	\$4,133.77	28.5%
EMPLOYER CONTRIBUTIONS	\$471,935.00	\$34,574.93	\$279,821.66	59.3%
SUB TOTAL	\$1,678,006.00	\$111,429.79	\$1,022,901.82	61.0%
CONTRACTUAL SERVICES				
PROFESSIONAL SERVICES	\$216,500.00	\$14,277.50	\$81,112.40	37.5%
UTILITY SERVICES	\$257,000.00	\$22,880.02	\$170,036.23	66.2%
REPAIR-MAINT/STREETS	\$10,000.00	\$0.00	\$6,999.56	70.0%
REPAIR-MAINT EQUIP/BUILDINGS	\$95,000.00	\$11,295.71	\$45,335.40	47.7%
CONTRACTUAL SERVICES	\$190,000.00	\$26,341.65	\$143,152.73	75.3%
SUB TOTAL	\$768,500.00	\$74,794.88	\$446,636.32	58.1%
SUPPLIES & EXPENSES				
OFFICE SUPPLIES	\$8,000.00	\$940.85	\$3,719.78	46.5%
ADVERTISING/MEMBERSHIP/DUES	\$96,100.00	\$6,684.50	\$54,154.88	56.4%
TRAVEL	\$21,100.00	\$0.00	\$8,622.74	40.9%
OPERATING SUPPLIES	\$223,000.00	\$3,101.71	\$44,871.71	20.1%
REPAIR/MAINT SUPPLIES/GASOLINE	\$171,000.00	\$24,743.15	\$92,892.10	54.3%
CONSUMABLE TOOLS/SUPPLIES	\$6,000.00	\$2,052.37	\$4,364.52	72.7%
SUB TOTAL	\$525,200.00	\$37,522.58	\$208,625.73	39.7%
BUILDING MATERIALS				
METAL PRODUCTS	\$2,500.00	\$0.00	\$378.39	15.1%
WOOD PRODUCTS	\$500.00	\$0.00	\$0.00	0.0%
RAW MATERIALS/RWY PAINT	\$20,000.00	\$6,472.05	\$9,772.05	48.9%
ELECT FIXTURES/RWY SIGNS	\$5,000.00	\$1,231.28	\$1,231.28	24.6%
ASPHALT/ASPHALT FILLER	\$40,000.00	\$0.00	\$6,534.41	16.3%
SUB TOTAL	\$68,000.00	\$7,703.33	\$17,916.13	26.3%
FIXED CHARGES				
INSURANCE/OTHER LOSSES	\$93,794.00	\$0.00	\$92,464.00	98.6%
CAPITAL OUTLAY				
CAPITAL EQUIPMENT	\$466,500.00	\$38,717.94	\$220,568.01	47.3%
CAPITAL IMPROVEMENTS	\$1,700,000.00	\$0.00	\$0.00	0.0%
SUB TOTAL	\$2,166,500.00	\$38,717.94	\$220,568.01	10.2%
TOTALS	\$5,300,000.00	\$270,168.52	\$2,009,112.01	37.9%

2021-2022 CWA Budget Summary YTD - August

	<u>August YTD - 2022</u>	<u>August YTD - 2021</u>	<u>% CHANGE</u>
Airfield	\$231,627	\$294,264	
Control Tower	\$0	\$263	
Hangar	\$63,599	\$68,676	
Maintenance Shop	\$1,866	\$71	
Net Lease	\$238,396	\$204,635	
Parking	\$549,148	\$516,605	
Terminal Area	\$641,565	\$729,299	
Misc.	\$20,938	\$117	
Total Revenues	\$1,747,139	\$1,813,930	-3.68%
Personal Services	\$1,022,902	\$990,371	
Contractual Services	\$446,636	\$373,013	
Supplies and Expense	\$208,626	\$245,157	
Building Materials	\$17,916	\$7,356	
Fixed Charges-Insurance	\$92,464	\$84,681	
Capital Outlay	\$220,568	\$155,779	
Total Expenses	\$2,009,112	\$1,856,357	8.23%
Revenue over Expense	-\$261,973	-\$42,427	