

CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING
Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin
July 16, 2021, 8:00 a.m.

2020-2022 Board Members: Sara Guild, Chair- Marathon County, Dave Ladick, Vice-Chair - Portage County, Brent Jacobson - Marathon County, Ray Reser - Portage County, Chris Dickinson - 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 being held on July 16, 2021 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 715-693-2147 and dialing extension 3000 when the voice menu system begins. 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 Guild at 8:00 a.m.
 - a) Pledge of Allegiance
- 2) Approval of Minutes of the June 18, 2021 Board Meeting
- 3) Public Comment Period: 15-minute time limit
- 4) Marketing Presentation by Advance Aviation
- 5) Review and Possible Action on Land Lease and Use Agreement with Productivity Advantage, Inc.
- 6) Review and Possible Action on Purchase Authorization for Continuous Friction Measuring Equipment
- 7) Review and Possible Action on Permanent Utility Easement Resolution R-03-21
- 8) Staff Reports
 - a) Director Report
 - i) Legislative Update
 - ii) Statistics – June 2021
 - iii) Flight Schedule
 - iv) AAAE Annual Conference Highlights
 - v) WAMA Conference – October 17-19, 2021
 - b) Financial Reports
 - i) Revenues and Expenses – June 2021
 - ii) Budget Comparison
 - c) Operations and Project Reports
 - i) Update on Runway 17/35 Reconstruction Project and Runway 17/35 NAVAIDS
 - ii) Update on Taxilane E and Flightline Drive Project
 - iii) Update on Runway Length Justification for Runway 8/26
 - iv) Update on Airport Operations

9) Adjournment

10) Next Scheduled Meeting Date: August 20, 2021 at 8:00 a.m.

Any person planning to attend this meeting who needs some type of special accommodation to participate should call the County Clerk's Office at 715-261-1500 or e-mail 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
June 18, 2021 - 8:00 a.m.

Airport Board:	Sara Guild, Chair Lonnie Krogwold Brent Jacobson Chris Dickinson	Dave Ladick, Vice Chair Kurt Kluck – Excused Ray Reser
Staff:	Brian Grefe, Airport Director David Drozd, Finance	Mark Cihlar, Assistant Airport Director Julie Ulrick, Badging Coordinator
Visitors:	Randy Van Natta, Becher Hoppe	Karl Kemper, Becher Hoppe

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

Approval of Minutes: *Motion by Jacobson, second by Ladick to approve the minutes of the May 21, 2021 board meeting. Motion carried unanimously.*

Public Comment Period: None.

Review and Possible Action on Sponsor Only Funding for Taxilane E and Flightline Drive Construction Project:

The Taxilane E and Flightline Drive reconstruction project aims to improve facilities that serve the general aviation area east of the airport ramp, near the new corporate hangar builds. Taxiway and public access roads leading to the newly developed area are in poor condition and past their useful life. The FAA grant status for the project remains outstanding and bid prices are only valid through July 1st. With material cost increases of recent, contract prices could be substantially higher if the project has to be rebid while waiting on grant funds. Also, time is a consideration for the project, which is critical for timing with the additional hangar builds. In order to get the project started, the airport would be able to fund the project for the short term until federal funds are available, without affecting AIP fund eligibility. Being an entitlement project, risk is very low for not being approved for the grant. ***Motion by Ladick, second by Jacobson to approve the use of airport funds to authorize the Wisconsin Bureau of Aeronautics to award the construction and construction engineering services contracts for the Taxilane E and Flightline Drive construction project with sponsor only funding before the AIP grant is received by the FAA. Motion carried unanimously.***

Review and Possible Action on Advertising Agreement with TravelHost of Central Wisconsin:

Historically, the in-terminal advertising program at the airport has been managed internally with limited success. Recently, the airport was approached by the publisher/owner of TravelHost of Central Wisconsin with an interest in partnering to expand the airport’s advertiser base. The TravelHost business region aligns perfectly with the airport’s catchment area. The non-exclusive contract is a five-year license and use agreement with a 180 day “without cause” termination provision. TravelHost of Central Wisconsin would manage the entire in-terminal advertising programming including collections and billing. 70% of gross revenues generated on airport sales would be remitted to the Central Wisconsin Airport. TravelHost magazine sales and CWA in-terminal advertising would be managed completely separately and package deals between the two programs would be prohibited. ***Motion by Dickinson, second by Reser to approve the License and Use Agreement between the Central Wisconsin Airport and TravelHost of Central Wisconsin as presented. Motion carried unanimously.***

Staff Reports:

Director Report – Brian Grefe:

Legislative Update – The FAA announced a new Associate Administrator for Airports that comes with a Great Lakes Region airport background. The CDC revisited the facemask requirement for airports and is no longer requiring masks be worn in outdoor spaces, but the mask mandate will remain for indoors and on aircraft. The State Joint Finance Committee has approved a motion that includes funds for collection and disposal of PFAS-containing firefighting foam. Grefe is now a member of the PFAS Advisory Board to stay informed on a state level.

Statistics – The May 2021 statistical report compared to 2019 levels show operations and enplanements improving, with June reports expected to reflect a full flight schedule. Delta has released their middle seats and their load factors are expected to see improvement. May load factors ranged from 57.7% to 73.4%. As enplanements increase, parking availability will be closely monitored. The west parking lot is currently closed and scheduled to have maintenance performed and drainage issues corrected prior to opening, but could be opened fairly quickly if needed.

Flight Schedule – The flight schedule has returned to 11 daily flights, with Delta bringing in a third Detroit flight. United is one flight lower than pre-COVID numbers, but have historically swapped from two to three flights throughout the year.

Light Sport Aircraft Fly-in June 15, 2021 – A light sport fly-in was held at CWA on June 15th and hosted by EAA's Chapter UL75. The fly-in was held in the maintenance shop and the group appreciated hosting the event at a commercial service airport versus their typical GA airport locations.

Financial Reports – David Drozd:

Revenues and Expenses – May 2021 revenues end the month at 37.2% of budget. Fuel flowage fees are being calculated by the new FBO manager and hangar rent is doing well at 47.7% with additional corporate hangar revenues. Parking ends at 29.2% and CFCs end at 24.0% with both expected to increase with the full flight schedule now in place.

Disbursements – May 2021 disbursements are on track ending the month at 23.9% of budget. The runway construction project includes painting and markings, which will provide a cost savings this year. Several capital items will be purchased prior to year-end.

CARES Act Update – A summary of the first CARES Act funding allotment details expenses that were reimbursed, including payroll, debt service and operating expenses. The account balance is at zero.

Operations & Project Reports – Mark Cihlar:

Update on Runway 17/35 Reconstruction Project – A lot of progress has been made on the runway reconstruction project and last week they had a successful transition to the runway intersection work. Crews performed work 24 hours per day with overnight runway closures to keep daily flights on track. The intersection work was a complex operation that went smoothly. The project remains on track for project completion by the end of October.

Update on Runway Length Justification – The FAA Chicago ADO office manager said the runway length justification is in progress, but there have been no decisions from headquarters to date. There has been good support from the ADO and regional office throughout the process.

Odyssey Aviation Hangar Update – Construction on the new Odyssey Aviation hangar began June 1st and some of the hangar's private taxiway has already been paved. Foundation work will begin in the near future.

Future Meeting Participation Options:

With the trend of returning to in-person meetings, the Airport Board discussed whether the phone-in option for

meetings should continue. The board's preference is to return to in-person attendance, but retain the call-in option on a month to month basis.

Adjournment: 9:13 a.m. Motion by Jacobson, second by Krogwold to adjourn. Motion carried unanimously.

Next Scheduled Meeting Date: July 16, 2021 at 8:00 a.m.

Julie Ulrick, Recording Secretary



Agenda Item Summary

Airport Board Meeting Date: July 16, 2021

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

Staff Responsible: Brian Grefe, Airport Director

Background: CWA staff have been working with Productivity Advantage for several years to establish an operation at the Central Wisconsin Airport. Productivity Advantage currently operates two corporate aircraft.

Productivity Advantage intends to construct a 49,281 square foot hangar to the east of the Odyssey Aviation Hangar capable of storing both aircraft. Several locations were considered in and around the general aviation campus. This location was chosen as the preferred option due to the size of the facility and height constraints.

The hangar project will result in a permanent partial closure of Flightline Drive. The closure will not have impact on airport accessibility. Airport staff have worked with City of Mosinee and Marathon County officials on this road change. Upon closure, the road to the west of the project will be redesignated Taxi Way (road) and tied into the existing Taxi Way (road). Flightline Dr. will remain to the east of the newly constructed hangar.

This development will include a new underground 30,000-gallon Jet A fuel storage tank that complies with all current regulations. This installation will also comply with CWA's Rules and Regulations and Minimum Standards, currently being developed.

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

Timeline: The City of Mosinee Plan Commission Approved the design and placement of this hangar project at its June 2, 2021 meeting. If approved by the Joint Airport Board today, Productivity Advantage is anticipating breaking ground on August 1, 2021. They plan on having an early certificate of occupancy in April 2022 and the project completed in June of 2022.

Financial Impact: Based on current airport rates and charges, this lease will generate an additional \$68,548.15 in annual airport revenue. This is a twenty-year agreement with two additional five-year extensions based on then current airport rates and charges. There is an annual CPI-U adjustment built into the agreement.

It is anticipated that snow removal expenses will increase as a result of this agreement. The airport will need to ensure that common areas leading to the leased premises are clear of snow and ice in a reasonable manner and in accordance with the snow and ice control plan.

The Agreement will require Productivity Advantage to pay fuel flowage fees at a rate of \$0.055 cents per gallon pumped.

Contributions to Airport Goals: “Manage Business Opportunities” was a goal identified as a 2018-2019 annual goal. In addition to what is stated in the *Financial Impact* section, this agreement will increase operations on the airport and air traffic control tower counts.

Recommended Action: Airport staff enthusiastically recommends to the Central Wisconsin Joint Airport Board to approve the Land Lease and Use Agreement with Productivity Advantage, Inc. with final building sizing to be determined prior to construction.

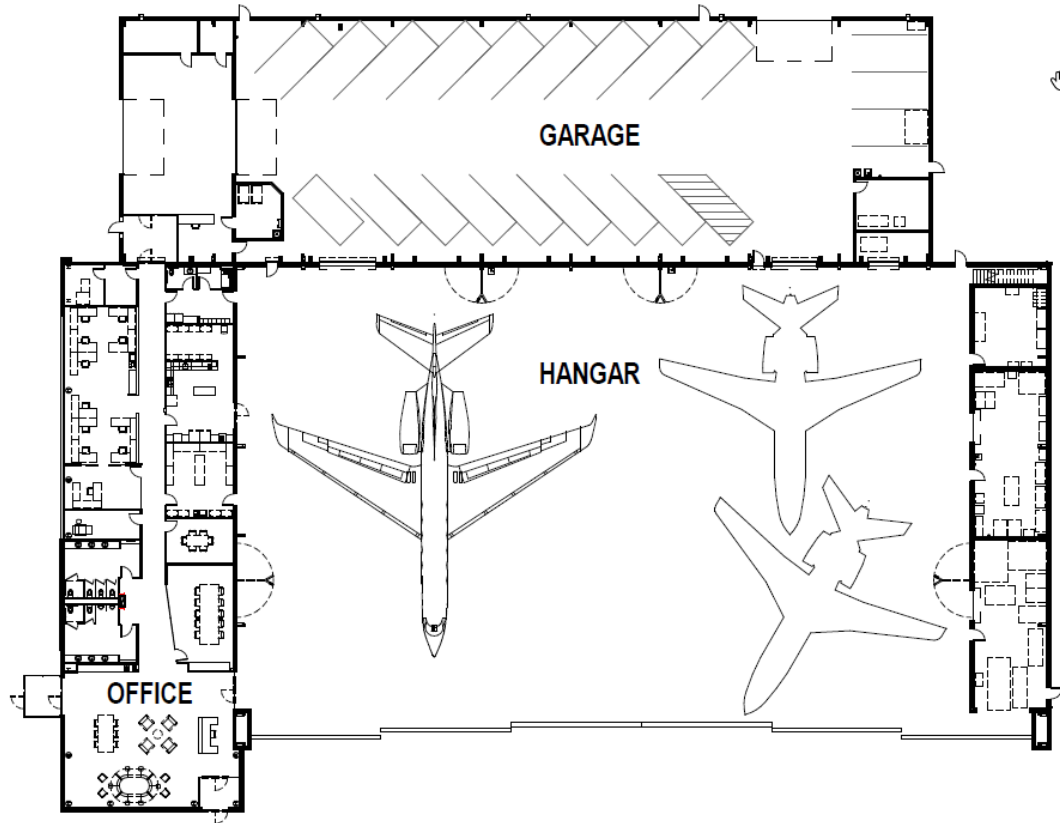
Attachments: Land Lease and Use Agreement, Site Design Presentation

Updated Site Map

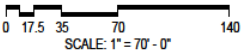


09

Updated Floor Plan



1 FLOOR PLAN
1" = 30'-0"



Updated Renderings



RENDERING

Updated Renderings



RENDERING

ASK-006 | 07/05/21

CENTRAL WISCONSIN AIRPORT | MOSINEE, WI
PRODUCTIVITY ADVANTAGE HANGAR

Updated Renderings



RENDERING

ASK-009 | 07/05/21

CENTRAL WISCONSIN AIRPORT | MOSINEE, WI
PRODUCTIVITY ADVANTAGE HANGAR

Updated Renderings



Schedule

- High Level - Long Term Schedule Outlook

- Aug / Sept (2021) - Sitework / Utilities
- Oct / Nov (2021) - Foundations / Apron / Sitework / Utilities
- Dec / Jan (2021 & 2022) - Building Erection / Dry In
- Feb / Mar (2022) - Exterior / Interior Construction
- April (2022) - Hangar Early Occupancy / Continued Construction on Interior & Exterior Office & Garage
- May / June (2022) - Fuel Farm / Interior & Exterior Construction / Project Completion

Thank you!!!



LAND LEASE AND USE AGREEMENT

between

Central Wisconsin Airport Joint Airport Board

and

Productivity Advantage, Inc.

AIRPORT LEASE
Productivity Advantage, Inc

THIS LEASE ("**Lease**"), made and entered into this First day of August, 2021 (the "Effective Date"), by and between the County of Marathon and the County of Portage, quasi-municipal corporations of the State of Wisconsin, by their Joint Airport Board, hereinafter referred to as "Airport" and "(Productivity Advantage, Inc.)", (hereinafter referred to as "**Lessee**"), a corporation with its office and address being 4501 State Hwy. 66, Suite 2, Stevens Point WI 54482.

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 March 1 of each year.
 13. "Minimum Standards" shall mean a set of standards by which tenants at CWA are held to compliance on consisting of commercial operating requirements, lease requirements, minimum insurance, and other pertinent requirements. The Airport's Minimum Standards are amended from time to time by the Airport.
 14. "Non-commercial aircraft" shall mean aircraft that are not leased, rented, or chartered for compensation or hire, excluding flight instruction and training,
 15. "Personal Property" shall mean all movable property of the Lessee, including office furniture, office equipment, and office supplies.
 16. "PFAS" shall mean per- and polyfluoroalkyl substances (PFAS) are a group of man-made chemicals that includes PFOA, PFOS, GenX, and many other chemicals.
 17. "Refurbish" or "Refurbishment" shall mean the routine repainting or redecoration within the Leased Premises, as necessary, including the replacement or repair of worn carpet, tile, furniture, or furnishings.
 18. "Rules and Regulations" shall mean airport-related rules and regulations which are adopted (and amended from time to time) for the purpose of controlling operations at CWA.
 19. "Signatory Authority" shall mean a single individual tasked with overseeing Lessee's access control cards. The Signatory Authority shall have the same access privileges for which they are authorized signature control over.
 20. "Structural Maintenance" shall mean the physical structure of the building upon which all other attributes of the building depend on. Structure shall not be construed to include doors, openings, gates, fixtures, wall coverings, floors, ceilings, roofs, or other non-structural elements.
 21. "Trade Fixtures" shall mean all non-affixed items, except expendables and Personal Property, which can be removed without damage to the Leased Premises, including cash registers, safes, patron tables and chairs, display fixtures, and the like.

SECTION 1 – LEASED PREMISES

1. Airport, for and in consideration of the terms, conditions, and covenants of this Lease to be performed by Lessee, hereby leases to Lessee the following described premises on the CWA:
 - a) Containing a portion of the real property located on the Airport upon which Lessee will construct a hangar, together with additional land for parking, landscaping, access and utilities, consisting of a total of 246,899 square feet (49,281 sq. ft. developed area, 197,618 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 in writing to any increases in the amount of space leased herein.

SECTION 2 - TERM

Subsection 2.1 Primary Term: The term of this Lease is for a twenty (20) year period commencing on August 1, 2021, and terminating on July 31, 2041, unless sooner terminated or canceled as hereinafter provided (the “Primary Term”).

Subsection 2.2 Extended Term: Lessee has the option to renew this lease for two (2) 5-year extensions (the “Extension Term”). Exercise of each of these options shall be made in writing at least 180 days prior

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

SECTION 4 - RESTRICTIONS ON USES AND PRIVILEGES

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

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: For the structure, Lessee shall pay \$23,329.63 (\$1,944.14) per month in year one. This amount is based upon \$0.4734 per square foot per year for space leased (49,281 sq. ft.) as described in Section 1 herein. (Thus, 49,281 sq. ft. X \$0.4734 = \$23,329.63/yr. divided by 12 = \$1,944.14 per month.)
 - b) Land and Parking: For the land and parking, Lessee shall pay \$45,254.52 (\$3,771.21) per month. This amount is based upon \$0.2290 per square foot per year for land leased (197,618 sq. ft.) as described in Section 1 herein. (Thus, 197,618 sq. ft. X \$0.2290 = \$45,254.52/yr. divided by 12 = \$3,771.21 per month.)
 - c) Rates are subject to fee adjustments every five years based on current Airport Rates and Charges as amended from time-to-time. Rate adjustments shall be provided to Lessee in writing thirty (30) days prior the conclusion of the five-year adjustment period.
 - d) CPI Index. Beginning on March 1, 2022, and for each Lease Year thereafter, the rental amounts for the Leased Premises shall be adjusted in accordance with Consumer Price Index – National Index for All Urban Consumers for the previous calendar year but will never decrease.
2. Parties to this Lease understand and agree that the CPI Adjustment will be effective on March 1, 2022, 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 (CWA)
500 Forest St.
Wausau, WI 54403

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 in writing 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. Prior to occupancy, Lessee shall provide to Airport a security deposit in the amount of Lessee's rental for a six-month period (the "Deposit"). Such deposit may be in the form of a bond issued by a bonding company duly authorized to do business in the State of Wisconsin, an irrevocable letter of credit or such other form of deposit as may be deemed appropriate by Airport.
2. Failure to provide such Deposit to the Airport shall constitute an event of Default pursuant to the terms of this Section 7.
3. If payments required by Lessee under the terms of this Lease are not made in accordance with the payment provisions of this Lease, the Airport shall have the right to forfeit, take, and use so much of the Deposit as may be necessary to make such payment in full, and Lessee shall immediately restore the Deposit to its former or adjusted level. In
4. Upon the termination of this Lease, the Airport shall return the Deposit to Lessee within thirty (30) days of the date of termination. The entire amount of the Deposit shall be returned to Lessee unless amounts are retained by Airport pursuant to the terms of this Lease.

SECTION 8 - AIRPORT INVESTMENT

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

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

1. General. Any improvements to be made to or upon the Leased Premises by Lessee including the initial investment, and any subsequent alterations or additions to such improvements, shall be subject to the prior written approval of Airport Director, which shall not be unreasonably withheld. 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, which shall not be unreasonably withheld, 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, if applicable. 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, which shall not be unreasonably withheld.
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 material changes or material alterations shall be made in said plans or specifications after initial approval by Airport, and no material alterations or material 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 and with at least three (3) business days written notice to Lessee, 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 is terminated or expires without renewal or extension, Lessee shall remove the improvements and restore the site to a condition that is reasonably 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 premises requires advance written approval from the Airport.
Hazardous Conditions. Upon discovery, Lessee shall immediately give oral notice to Airport of any hazardous or potentially hazardous conditions in the Leased Premises. If the hazardous or potentially hazardous condition in the Leased Premises is caused by the actions of Lessee, it shall be corrected in a reasonable time at no cost to Airport. If the hazardous or potentially hazardous condition in the Leased Premises occurred prior to the Effective date and was not created or exacerbated by any actions or omissions of Lessee, the condition shall be corrected by Airport in a reasonable time at no cost to Lessee. At any time deemed necessary by the Airport Director, Lessee shall close the Leased Premises until any hazardous or potentially hazardous condition is removed. If the Leased Premises are closed due to a condition that occurred prior to the Effective Date and was not created or exacerbated by any actions or omissions of Lessee, Lessee shall not be liable for any payments under this Lease while the premises are closed.
3. 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.
4. 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.

5. Snow Removal. Lessee shall be responsible for the removal of snow on the Leased Premises.
6. 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.
7. Apron Lighting. Lessee shall provide, at no cost to the airport, lighting in sufficient quantity to illuminate Lessee's apron from dusk till dawn.

SECTION 12 - LIENS, MORTGAGE

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

SECTION 13 – UTILITIES AND OPERATION OF LEASED PREMISES

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

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

SECTION 14 - ENVIRONMENTAL

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

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

Subsection 14.3 Handling of Hazardous Materials.

1. Lessee shall, at its expense, procure, maintain, and comply with any necessary permits, licenses, and other governmental and regulatory approvals required for Lessee's use of the Leased Premises, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the Leased Premises. Lessee shall in all respects handle, treat and manage any and all Hazardous Materials on or about the Leased Premises in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous Materials including but not limited to the intentional discharge of firefighting foam containing PFAS for the purpose of protecting Lessee's aircraft, hangar, vehicles or other belongings. Except for lawful discharges, approved in advance by Airport Director, emissions, or releases of Hazardous Materials, Lessee shall cause any spent or waste Hazardous Materials it generates to be removed from the Premises and to be properly managed in compliance with Environmental Laws. Upon the expiration or earlier termination of the term of its Lease except for lawful or de minimis releases of Hazardous Materials, Lessee shall cause all Hazardous Materials it owns, possesses, controls or is otherwise responsible for to be removed from the Leased Premises in compliance with all applicable Environmental Laws; provided, however, that Lessee shall not enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to such Hazardous Materials in any way connected with the Leased Premises, without first notifying the Airport Director of Lessee's intention to do so and affording the Airport Director ample opportunity to appear, intervene, or otherwise appropriately assert and protect the Airport's interest with respect thereto.
2. If at any time Lessee shall become aware, or has reasonable cause to believe, that any Hazardous Material used, owned, possessed or controlled by, or for which the Lessee is responsible for, has come to be located on or about the premises in violation or potential violation of Environmental Laws, or has been released or discharged into the environment in violation or potential violation of Environmental Laws, the Lessee shall, immediately upon discovery of the presence or suspected presence of the Hazardous Material, provide the Airport Director with written notice of that condition. In addition, Lessee shall immediately notify the Airport Director in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened against Lessee concerning its unlawful use or release of any Hazardous Material on the premises pursuant to any Environmental Laws, (2) any claim or threatened claim by any person against Lessee or its use of the premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from the unlawful use of any Hazardous Materials on the premises by the Lessee, and (3) any reports made by the Lessee to any local, state, or federal environmental agency arising out of or in connection with any allegations of violation or potential violation of Environmental Laws associated with Hazardous Materials used on, or removed from, the premises by the Lessee, including any complaints, notices, warnings, or asserted violations in connection therewith. Lessee shall also supply to the Airport Director as promptly as possible, and in any event within five (5) calendar days after Lessee first receives or sends the same, copies of all claims, reports, complaints,

notices, warnings, or asserted violations in connection therewith. Lessee shall promptly deliver to the Airport Director copies of hazardous waste manifests concerning its lawful disposal of all Hazardous Materials generated and removed from the premises by the Lessee. Lessee shall not enter into any settlement agreement, consent decree, or other compromise with respect to any complaints, notices, warnings, or asserted violations relating to disposal or unlawful release of Hazardous Materials in any way connected with the Leased Premises, without first notifying the Airport Director of Lessee's intention to do so and affording the Airport Director ample opportunity to appear, intervene, or otherwise appropriately assert and protect the Airport's interest with respect thereto.

3. Lessee assumes the risk and shall bear financial responsibility for all reasonable investigation costs incurred in connection with any unlawful release of Hazardous Materials on the 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 due to the negligence or willful misconduct of 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.

Except to the extent caused due to the negligence or willful misconduct of Lessee, its agents or employees, Airport shall indemnify, and hold harmless the Lessee, 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 Airport's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in this Lease. Airport'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 Airport, 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. Airport'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, 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.. Lessee's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability to the extent it is caused by the negligence or intentional misconduct of Airport, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

To the fullest extent allowable by law, Airport hereby indemnifies and shall defend and hold harmless, at Airport's expense, Lessee, its, officers, employees, authorized representatives, successors, assigns, and affiliates from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's 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 Airport, 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.. Airport's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability to the extent it is caused by the negligence or intentional misconduct of Lessee, its officers, employees or authorized representatives.

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, windstorm, vandalism, malicious mischief, vehicle impact, aircraft, mechanical breakdown, boiler explosion, and artificially generated electrical current. Such insurance shall be in an amount equal to the full insurable replacement value of all covered property. All property insurance policies shall contain loss payable endorsements in favor of the Airport and Lessee as their respective interests may appear hereunder and shall contain a waiver of subrogation provision in favor of the Airport. Unless the Leased Premises and/or Leasehold Improvements are subject to a total loss, as determined by Lessee's insurer and documentation of such is provided to the Airport, Lessee agrees that any payments received from such insuring companies by reason of loss under such policy or policies shall be applied toward repair and reconstruction of said Leasehold Improvements and repair or replacement of Leasehold Improvements, furnishings, fixtures and equipment.

Subsection 17.4 Lessee to provide Builder's Risk Insurance. At any time in connection with any construction to a building, Lessee shall maintain and keep in force builder's risk insurance insuring against, but not limited to, risk of loss from fire, windstorm, collapse, flood, vandalism, malicious mischief, theft, or loss caused by machinery, aircraft and vehicle accidents. The Builder's Risk Policy shall include

endorsements providing coverage for building materials and supplies and provide coverage while such materials and supplies are in transit and stored on and off the project work sites. The Builder's Risk Policy shall be in the amount of the full replacement cost of the insured building and shall contain a deductible amount acceptable to Lessor.

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.

Subsection 17.8 Lessor to Provide Insurance. Lessor is to carry insurance in the amounts on the attached Exhibit B.

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 to the extent caused by Airport's negligence or willful misconduct, 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 the date of termination as designated by Lessee. If Lessee does not terminate this Lease within the thirty (30-day period, this Lease shall continue in full force and effect subject to appropriate reduction of rent.

Subsection 19.4 Award-Distribution. The Award shall belong to and be paid to the Airport, except the Lessee shall receive from the award the following: (1) A sum attributable to the Leasehold Improvements, and (2) A sum attributable to that portion of the award constituting severance damages for the restoration of the Improvements.

Subsection 19.5 Temporary Taking. The taking of the Central Wisconsin Airport, the Leased Premises and/or the Improvements or any part of the same by military or other public authority shall constitute a taking by Condemnation only when the use and occupancy of the taking authority has continued for longer than sixty (60) days in 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 upon giving a five business (5) day notice to Lessee during the term of this Lease for the purpose of assessing conditions or for any other purpose incidental to rights of Airport.

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 and that Lessee shall receive a thirty (30) day notice of such rules and regulations.
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. If any of the suspended provisions materially interfere with the rights granted under this Lease, Lessee shall be under no obligation to make any payments under this Lease during the term of the suspension.
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 five (5) days, 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, which will not be unreasonably withheld if assignment of Lease is to an affiliate, subsidiary, or parent company. 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, including the attached Exhibit A, Exhibit B, Addendum 1 (Taxilane Construction, Maintenance and Use), and Addendum 2 (Right of First Refusal) 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 business (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: Productivity Advantage, Inc
4501 State Hwy. 66, Suite 2
Stevens Point WI 54482

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

SECTION 41 – PUBLIC RECORDS LAW

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

SECTION 42 – CONSTRUCTION

This Lease shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Lease shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this

Lease are inserted and included solely for convenience but shall never be considered or given any effect in construing this Lease with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Lease, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

SECTION 43 – NO THIRD PARTY BENEFICIARY

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

SECTION 44 – COMPLIANCE WITH LAW

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

SECTION 45 – FORCE MAJEURE

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

SECTION 46 – GOOD STANDING

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

SECTION 47 - INDEPENDENT CONTRACTORS

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

SECTION 48 - GOVERNMENTAL APPROVALS

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

SECTION 49 – AUTHORITY

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

SECTION 50 – COUNTERPARTS

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

SECTION 51 – SURVIVAL

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

SECTION 52 – SELF FUELING OPERATIONS AND CONDITIONS

1. In this section, Self-Fueling Operator is a person who dispenses fuel into aircraft owned by such person or legal entity, or leased from others and operated by such person or legal entity. Self-Fueling should not be confused with Self-Service Fueling, which is the act of selling fuel for aviation purposes through a credit card operated dispenser of fuels. Self-Fueling operations shall only be conducted by the Lessee or Lessee's employees.
2. Lessee is restricted from selling or dispensing fuels to other CWA users, including locally based and transient aircraft. Fueling of any aircraft not owned or leased by the Lessee is a violation of Lessee's fueling privileges and is cause for immediate lease revocation. The Lessee shall provide the Airport Director a list of owned aircraft and shall also provide evidence of ownership of any aircraft being fueled when requested by the Airport Director.
3. Lessee may use and store only aircraft fuel of the types required by the aircraft that the Lessee owns or leases. The dispensing of fuels shall conform to any Airport regulations and applicable Fire Protection District Codes, Federal Aviation Administration (FAA) Advisory Circulars and also to American Standard Testing Methods, where applicable, for AV-Gas, jet fuel and automobile fuels and must meet standards as identified in the applicable Supplemental Type Certificate (STC) for the permitted aircraft as well as any other applicable regulations, including but not limited to, FAA Airport Compliance Manual (5190.6B) Chapter 11, FAA Order 1050.15A, and Advisory Circular (AC) 150/5230-4, and including successor regulations.
4. Fuel Emergencies
 - a) Lessee is responsible for proper clean up and removal of all fuel leakage from any fuel storage facilities or equipment and for the cost of the clean-up, if conducted by an outside agency, pursuant to the terms and conditions of applicable Fire Codes and FAA Advisory

Circulars. Clean-up and removal methods must comply with all applicable local, state, and federal requirements. In addition to meeting local, state and federal standards, clean-up shall be subject to the approval of the Airport Director. Lessee's obligations under this Paragraph shall survive the expiration or earlier termination of the term of the Lease.

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

SECTION 53 - FUELING FACILITIES AND METHODS

1. All fuel operations on the CWA, including bulk fuel storage tanks, must be professionally operated, managed, supervised and controlled to minimize liability and assure optimum safety of operation.
2. Lessee must construct a minimum 10,000-gallon permanent fuel storage facility for each grade of fuel dispensed. Lessee will be required to construct all electrical, containment areas, plumbing, tanks, security fencing, and all other requirements associated with a fuel storage facility on its leased property, as determined by the recommendations, requirements, and regulations of applicable FAA Advisory Circulars, Airport and National Fire Protection Association Standards, and Fire Codes of the applicable local municipality. The fuel storage facility must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel Spill Prevention Countermeasures and Control Plan (SPCC) as applicable. Plans for the fuel storage facility must be approved by the Airport Director prior to construction and must conform to all other regulations including, but not limited to, storm water regulations.
3. The Lessee will allow its fuel storage facilities to be inspected by the applicable local municipality and or Airport Director upon request, and shall cease operation until any malfunction or discrepancy that may be noted is corrected to the satisfaction of both the local municipality and

the Airport Director. Lessee shall conduct continual self-inspection and maintenance of the fuel storage facilities.

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

SECTION 54 – FUEL FLOWAGE FEES

1. The Fuel Flowage Fees is currently \$0.055/gallon.
2. Fuel Flowage Fees are subject to increase and shall be reviewed and updated by the Airport Board from time to time.
3. Each monthly report of fuel dispensed shall be accompanied by the appropriate fee payment.
4. Lessee, fueling any aircraft, shall record the amount of fuel dispensed during each calendar month and submit a report to the Airport Director by the first day of the month following the month after the reporting period. For example, the report regarding fuel usage for December shall be due February 1.

Signatures on following page

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

ATTEST:

LESSEE: Productivity Advantage, Inc.

By: _____ By: _____

Name/Title: _____

Date: _____

ATTEST:

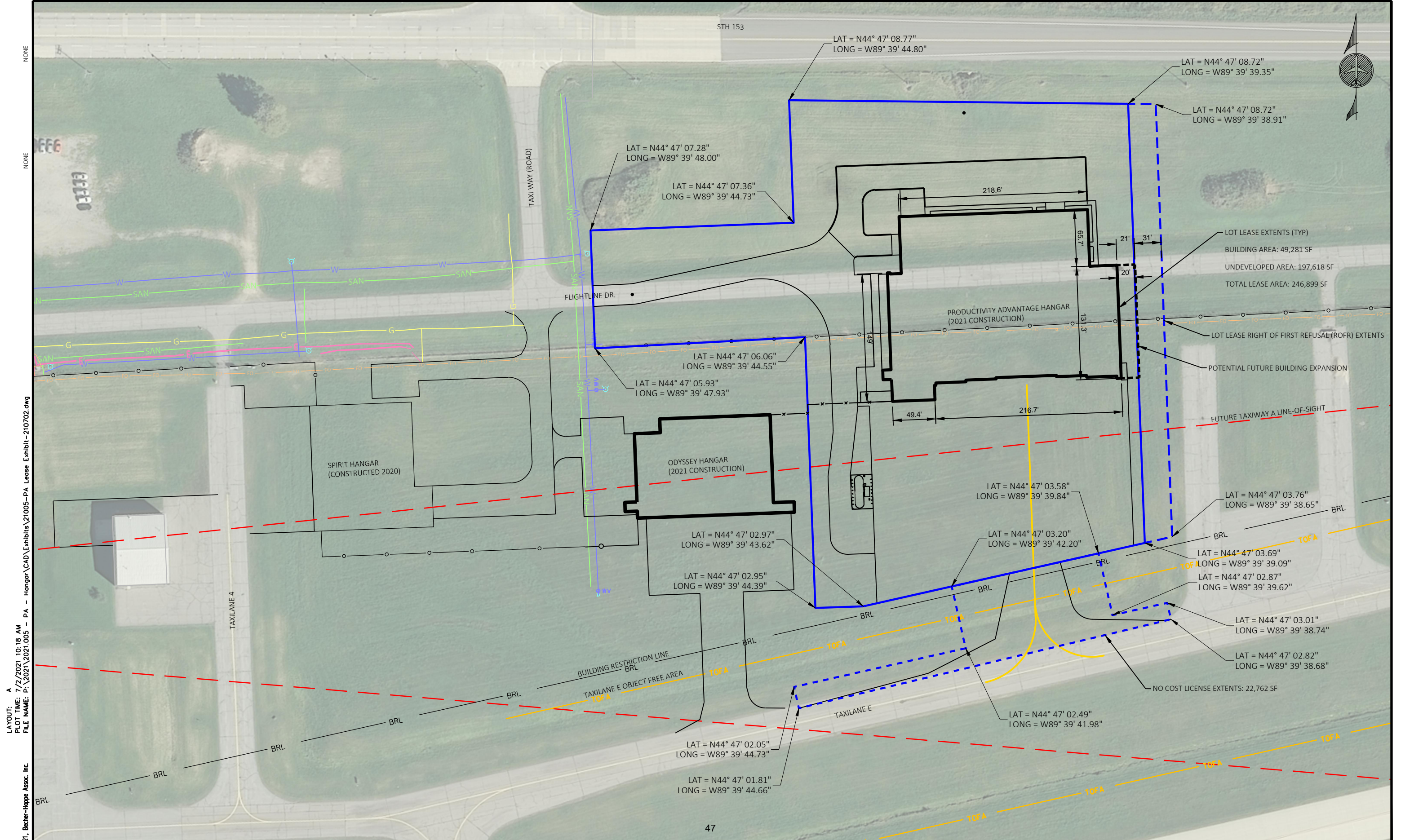
LESSOR: Central Wisconsin Airport Joint Airport Board

By: _____ By: _____

Board Chair Sara Guild

Date: _____

EXHIBIT A



LAYOUT: A
 PLOT TIME: 7/2/2021 10:18 AM
 FILE NAME: P:\2021\2021.005 - PA - Hangar\CAD\Exhibits\21005-PA Lease Exhibit-210702.dwg
 Copyright 2021, Becher-Hoppe Assoc. Inc.



Exhibit B

Airport agrees to carry at minimum the following insurance:

General Liability

Required Minimum Limits

\$5,000,000 for each occurrence
\$1,000,000 personal and advertising injury
\$5,000,000 general aggregate
\$5,000,000 products/completed operations

Auto Liability

Required Minimum Limits

\$5,000,000 CSL (combined single limits) each accident

Coverage Provisions

- Owned auto liability
- Non-owned auto liability
- Hired auto liability

Workers Compensation/Employers Liability

Required Minimum Limits

Workers Compensation – Statutory
Employers Liability

\$500,000 Bodily Injury by Accident, each accident
\$500,000 Bodily Injury by Disease, policy limit
\$500,000 Bodily Injury by Disease, each employee

Hangarskeepers Liability Insurance

To the extent that Airport stores aircraft owned by Lessee, Airport shall purchase hangar-keeper's liability insurance of not less than \$5,000,000 per aircraft and \$10,000,000 per occurrence.



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

between

Central Wisconsin Airport Joint Airport Board

and

Productivity Advantage Inc.

THIS ADDENDUM (“**Addendum**”) is made and entered into this First day of August, 2021, by and between the County of Marathon and the County of Portage, quasi-municipal corporations of the State of Wisconsin, by their Joint Airport Board, hereinafter referred to as "**Airport**," and "Productivity Advantage, Inc.", (hereinafter referred to as "**PA**"), a corporation with its office and address being 4501 State Hwy 66, Suite 2, Stevens Point, WI 54482.

WITNESSETH:

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

WHEREAS, PA and Airport have entered into a lease agreement relative to the lease of certain hanger space effective August 1, 2021 (hereinafter “Lease” or “the Lease” or “Lease Agreement”) on Airport Property; and

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

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

NOW, THEREFORE, THE PARTIES AGREE:

I. INCORPORATION OF TERMS

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

II. DESIGNATION OF SITE

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

III. LICENSE OF SITE

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

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

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

IV. TERM

Primary Term. The term of the License of the site location outlined in Section II of this Addendum shall run concurrent to the Lease term outlined in Subsection 2.1 of the underlying Lease Agreement. That term calls for a twenty (20) year period commencing on August 1, 2021, and terminating on July 31, 2041, unless sooner terminated or cancelled provided in the underlying Lease agreement.

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

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

V. USES, PRIVILEGES, AND OBLIGATIONS

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

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

VI. RESTRICTIONS ON USES AND PRIVILEGES

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

Compliance with Federal Aviation Regulations and Security Requirements. PA 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. PA further agrees that any fines levied upon the Airport or PA through enforcement of these regulations because of acts by PA's employees, agents, suppliers, guests, or patrons shall be borne by PA to the extent said acts contributed to said fines.

VII. LICENSE, RENTALS AND FEES

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

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

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

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

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

VIII. DESIGN AND CONSTRUCTION OF LICENSED PREMISE

General. Prior to construction of the Licensed Premise contemplated in this agreement, PA shall submit written construction plans related to the design and construction to the Airport Director. Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, shall be submitted to and receive the written approval of Airport Director before any work

or construction is commenced. Standards of design and construction shall be complied with in connection with all such work, facilities, and improvements; and all construction shall conform to the general requirements of Airport Director as established for each improvement program. Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to Airport Director for review prior to commencement of construction; after final approval by Airport Director, Airport Director shall return to PA one (1) approved copy for PA's records and shall retain one (1) approved copy as an official record thereof.

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

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

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

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

X. LIENS, MORTGAGE

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

XI. UTILITIES

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

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

XII. ENVIRONMENTAL

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

XIII. INDEMNIFICATION AND INSURANCE

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

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

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

PA 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. PA's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Airport, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Signatures on Following Page

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

ATTEST:

PA: Productivity Advantage, Inc.

By: _____ By: _____

Name/Title: _____

Date: _____

ATTEST:

AIRPORT: Central Wisconsin Airport Joint Airport Board

By: _____ By: _____

Board Chair Sara Guild

Date: _____



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

between

Central Wisconsin Airport Joint Airport Board

and

Productivity Advantage, Inc.

THIS ADDENDUM (“**Addendum**”) is made and entered into this First day of August, 2021, by and between the County of Marathon and the County of Portage, quasi-municipal corporations of the State of Wisconsin, by their Joint Airport Board, hereinafter referred to as "Airport," and “Productivity Advantage, Inc.”, (hereinafter referred to as "**PA**"), a corporation with its office and address being 4501 State Hwy 66, Suite 2, Stevens Point, WI 54482.

WITNESSETH:

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

WHEREAS, PA and Airport have entered into a lease agreement effective August 1, 2021, relative to the Land Lease and Use Agreement (hereinafter “Lease” or “the Lease” or “Lease Agreement”) on Airport Property; and

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

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

NOW, THEREFORE, THE PARTIES AGREE:

I. INCORPORATION OF TERMS

This document is entered into by the parties as Addendum 2 to the Lease. All terms and conditions of Addendum 2 are incorporated into the Lease Agreement as if set forth therein in full. This Addendum 2 shall serve as an Amendment in writing as required by Section 38 of the Lease Agreement. This Addendum 2 is set forth to more specifically outline the agreement between the parties as to the ROFR, as defined below, conveyed by the Airport to PA. All provisions of the Lease not specifically mentioned within this Addendum 2, including defined terms, are nonetheless incorporated herein as if set forth in full and extend to, and are applicable upon, the ROFR Property.

II. DESIGNATION OF SITE

PA and Airport, for the purposes of this Addendum 2, hereby designate the "ROFR Property" as the area indicated in Exhibit A of the Lease:

III. RIGHT OF FIRST REFUSAL

Airport, for and in consideration of the terms, conditions, and covenants outlined in this Addendum 2, hereby grants to PA a right of first refusal to lease the ROFR Property, described in full in Section II of this Addendum, which is located on property owned by Airport.

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

Right of First Refusal. Airport shall not lease the ROFR Property without first providing PA with written notice of its intent. Before Airport may lease the ROFR Property to a third party, Airport must first offer the ROFR Property to PA on the same terms and conditions as offered by the third party. Airport must provide PA with all terms and conditions offered by the third party. PA shall have 10 days to accept this offer. If PA does not accept said offer within 10 days, PA will be found to have constructively waived the ROFR to that offer, and Airport may accept the third-party offer. If any changes are made to the terms and conditions prior to the final transaction, the waiver of the ROFR shall terminate and the revised offer must be presented to PA as if it was a new offer.

If PA does exercise its ROFR, the ROFR Property shall become part of the Leased Premises and all terms and conditions of the Lease Agreement will become applicable to the ROFR Property.

Inspection and Waiver of Covenants and Warranties. PA agrees that the site described in Section II of this Addendum 2 has been inspected by PA. PA specifically waives any covenants or warranties regarding the ROFR Property, including but not limited to any warranty of suitability and warranty of fitness. Airport and PA shall mutually agree to any modifications of the area and/or size of the site described in Section II of this Addendum 2. PA and Airport agree that all indemnification provisions present in the Lease shall apply in full to the ROFR Property.

No Transfer of Ownership Interest. PA and Airport agree that this Addendum 2, and the Lease Agreement, in no way transfer an ownership interest to PA. Airport shall retain ownership of the real property

pursuant to this Addendum 2.

IV. TERM AND TERMINATION

Primary Term. The term of the ROFR shall run concurrent to the Primary Term outlined in Subsection 2.1 of the Lease Agreement. The Primary Term is a twenty (20) year period commencing on August 1, 2021, and terminating on July 31, 2041, unless sooner terminated or cancelled provided upon the terms in the Lease agreement.

Extended Term. If PA renews the Lease Agreement for the Extended Term as outlined in Section 2.2 of the Lease Agreement, the ROFR shall also be extended under the terms of that extended lease.

Lease of Leased Premise to Run Concurrent to, and in Conjunction with, Underlying Lease. The ROFR shall run concurrently with the Lease Agreement. In no event shall the rights and obligations relative to the ROFR described in this Addendum 2 extend beyond the term of the Lease Agreement.

V. RESTRICTIONS ON USES AND PRIVILEGES

Standards and Privileges. The ROFR Property described in this Addendum 2 shall be used only for the purposes specified in this Addendum and in accordance with Airport Minimum Standards and Rules and Regulations as amended from time to time. PA understands and agrees that Airport has the right to grant additional privileges under separate leases and agreements with other companies, as long as such additional provisions do not modify PA's rights under the Lease or the Addendum.

Compliance with Federal Aviation Regulations and Security Requirements. PA 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. PA further agrees that any fines levied upon the Airport or PA through enforcement of these regulations because of acts by PA's employees, agents, suppliers, guests, or patrons shall be borne by PA to the extent said acts contributed to said fines.

VI. FEES

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

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:

PA: Productivity Advantage, Inc.

By: _____ By: _____

Name/Title: _____

Date: _____

ATTEST:

AIRPORT: Central Wisconsin Airport Joint Airport Board

By: _____ By: _____

Board Chair Sara Guild

Date: _____



Agenda Item Summary

Airport Board Meeting Date: July 16, 2021

Agenda Item Title: #6) Review and Possible Action on Purchase Authorization for Continuous Friction Measuring Equipment.

Staff Responsible: Mark Cihlar, Assistant Airport Director

Background: Continuous Friction Measuring Equipment (CFME) is a tool approved by the FAA for airport operations staff to use when assessing runway conditions during snow removal operations. CFME utilizes a wheel to measure the coefficient of friction of the runway surface along the entire length of the runway. Currently, CWA utilizes an FAA approved device with a decelerometer to measure runway surface friction in random locations along the runway by slamming the brakes of the vehicle. CFME is considered a more accurate and less variable method for taking these measurements than the decelerometers currently used by CWA. CFME has many other operational benefits over decelerometers including reduced wear and tear on vehicles, ease of use, and less operator fatigue.

In May of 2021, CWA staff held a budget prioritization exercise with all CWA employees. CFME was identified through this exercise as the highest priority budget item for the airport.

Financial Impact: CFME is eligible to be purchased with Passenger Facility Charge (PFC) funds. CWA will be completing a new PFC Application in the next year, and will include this equipment as one of the expenses in that application. In the meantime, CWA staff recommends utilizing Capital Outlay funds from the 2021 CWA Budget to purchase this equipment prior to the upcoming winter season. The estimated cost for the CFME is under \$70,000 and fits within in the 2021 CWA budget, even though this is not a budgeted item. This cost will be reimbursed by PFC funds when the PFC application is approved later in 2022.

Timeline: With Airport Board Approval, CWA staff would procure this item according to Marathon County Procurement code as soon as possible with the intension of receiving the equipment prior to the 2021/2022 winter season.

Contributions to Airport Goals: This project is in alignment with the 2020 Goal to Develop Employee Cross-Training Processes and Procedures at CWA.

Recommended Action: Airport staff recommends approval of the purchase of Continuous Friction Measuring Equipment with Capital Outlay funds in the 2021 CWA Budget.



Agenda Item Summary

Airport Board Meeting Date: July 16, 2021

Agenda Item Title: #7) Review and Possible Action on Permanent Utility Easement Resolution

Staff Responsible: Mark Cihlar, Assistant Airport Director

Background: CWA has several utility easements on airport property. One existing utility easement in an area designated for General Aviation development needs to be extended to serve the Odyssey Aviation hangar, as well as potential future hangars in this area. CWA staff have been working with Wisconsin Public Service (WPS) to plan for utilities in this area.

The proposed utility easement runs east along the south side of Flightline Dr. and crosses the access road named Taxi Way.

If approved by the Central Wisconsin Joint Airport Board, the easement will have to be approved by the Marathon County Board and the Portage County Executive to become final.

Timeline: WPS will install new utility services to the Odyssey Aviation hangar after this utility easement is approved.

Financial Impact: This easement has no financial impact to the airport.

Contributions to Airport Goals: This is in alignment with CWA's 2020 Goal to Improve Aviation Services.

Recommended Action: Airport staff recommends approval of the permanent utility easement for Wisconsin Public Service and forward to the Marathon County Board and Portage County Executive for final approval.

R-03-21
RESOLUTION
Central Wisconsin Airport Permanent Utility Easement

WHEREAS, Marathon County and Portage County, Wisconsin hereinafter referred to as the Joint Airport Board, each being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11 (1973), to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the Joint Airport Board desires to develop or improve the Central Wisconsin Airport (CWA), Marathon County, Wisconsin, and

WHEREAS, Wisconsin Public Service (WPS) provides electrical utility service to facilities located at CWA, and

WHEREAS, WPS is adding new utility services to general aviation development on CWA property, and

WHEREAS, the new utility locations are compatible with the intended use of CWA property as identified in the airport master plan, and

NOW, THEREFORE, BE IT RESOLVED that the Central Wisconsin Joint Airport Board resolves and ordains as follows:

Electric Underground Easement by and between the Joint Airport Board and Wisconsin Public Service affecting Parcel Identification Number (PIN) 251-2707-342-9999 is hereby approved.

Dated this 16th day of July, 2021.

CENTRAL WISCONSIN JOINT AIRPORT BOARD

ELECTRIC UNDERGROUND AND GAS EASEMENT

THIS INDENTURE is made this _____ day of _____, by and between **Marathon County, Wisconsin, and Portage County, Wisconsin, municipal corporations, as joint tenants**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor’s land hereinafter referred to as "easement area" more particularly described as follows:

Part of the Parcel described in Marathon County Register of Deeds Volume 29 on page 389, recorded as Document Number 587047, and also Volume 234 on page 126, recorded as Document Number 589118, being part of the Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4); all in of Section 34, Township 27 North, Range 7 East, **City of Mosinee, County of Marathon, State of Wisconsin**, as shown on the **attached Exhibit “A”**.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001
Parcel Identification Number (PIN)
25127073429999

1. **Purpose: ELECTRIC UNDERGROUND AND GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services; natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor’s property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee’s facilities.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.
9. **Limitations:** This easement is subject to the following limitations because the "easement area," described above, is located upon, within, beneath, over and across part of an actively operating regional airport established and managed jointly by political subdivisions of the State of Wisconsin, pursuant to authority granted by the state under Wis. Stats., Chap. 114, and subject to regulation by several other state and federal authorities:
 - a. Compliance with Federal Aviation Regulations and Security Requirements. Grantee's access is subject to Federal Aviation Regulations and Federal Airport Security Regulations, including but not limited to 49 CFR Parts 1540 and 1542, and 14 CFR Part 139., and the Grantor's policies as outlined in Grantor's Federal Aviation Administration (FAA) approved Airport Certification Manual and the Transportation Security Administration (TSA) approved Airport Security Plan. Grantee further agrees that any fines levied upon the Grantor or Grantee through enforcement of these regulations because of acts by Grantee's employees, agents, suppliers, guests, or patrons shall be borne by Grantee to the extent said acts contributed to said fines.
 - b. Interference with Radio and Navigation Aids Prohibited. Grantor operates a varied spectrum of licensed and unlicensed wireless radio, microwave and IP traffic to provide Navigation Aids and other critical safety services to aircraft and personnel as well as other land-based vehicles and equipment. The stable, reliable and economical delivery of these services has absolute priority over any other uses or operations of the Grantee. Therefore, any interference experienced by Grantor that coincides with Grantee's activities will be presumed to be caused by the Grantee. Grantor reserves the right to demand the Grantee turn off its equipment until all interference problems are resolved. Once a "shut-off" order is delivered to the Grantee, Grantee's equipment must be turned off as soon as possible. Grantee assumes the risk of any interference and any costs, damages or claims that are a result of interference caused by the Grantee will be the responsibility of the Grantee. Grantor also reserves the right to require the Grantee to take any action necessary, in the sole discretion of Grantor, to proactively shield or otherwise prevent Grantee's activities from causing interference.
 - c. Rules and Regulations of Joint Airport Board. Grantor shall have the right to adopt from time to time, and to enforce, rules and regulations which Grantee 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.

- d. Protection of Aerial Approaches to Airport. Grantor 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 Grantee from erecting, or permitting to be erected, any building, any other structure, or operating any vehicles or equipment on the easement area, which, in the opinion of the Grantor, would limit the usefulness of the airport or constitute a hazard to aircraft, now or in the future.
- e. Airport Development. Grantor reserves the right to increase the size or capacity of any public aircraft facilities, including but not limited to, runways, hangars, taxi-ways, terminals, navigational facilities or common use portions 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.
- f. Force Majeure. Grantor shall not be responsible to Grantee if the fulfillment of any of the terms of this Easement 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, or by any other cause not within the control of the Grantor.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

Marathon County, Wisconsin

Corporate Name _____

Sign Name _____

Print name & title _____

Sign Name _____

Print name & title _____

STATE OF _____)

)SS

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

Marathon County, Wisconsin to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Katherine Troudt
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
July 12, 2021	Marathon	City of Mosinee	960 Taxi Way	25127073429999
Real Estate No.	WPSC District	WR#	WR Type	I/O
1058345	Wausau-61	3275102	ETMP	6000272

WITNESS the hand and seal of the Grantor the day and year first above written.

Portage County, Wisconsin

Corporate Name _____

Sign Name _____

Print name & title _____

Sign Name _____

Print name & title _____

STATE OF _____)

)SS

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

Portage County, Wisconsin, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Katherine Troudt
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1058345	Wausau-61	3275102	ETMP	6000272

TEMPORARY EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

HIGHWAY 153

PROJECT NO. 6600-02-21

STATE HIGHWAY 153

AVIATION WAY

FLIGHT LINE DR

TAXI WAY

FLIGHT LINE DR

12 FOOT WIDE EASEMENT

NORTH

****Final Exhibit will be sent for approval at a later date****
****Temporary Exhibit****
****NOT FOR RECORDING****

CWA Legislative Update – July 2021

House Appropriations Committee Proposes \$5.2 Million Increase for Contract Tower Program (Source: US Contract Tower Association Alert)

July 11, 2021

The House Appropriations Committee late today released a Fiscal Year 2022 spending bill for the Departments of Transportation, Housing and Urban Development, and Related Agencies that proposes \$3.35 billion for AIP, an additional \$400 million for supplemental discretionary grants, and a \$5.2 million increase for the FAA Contract Tower Program.

The bill would provide a total of \$105.7 billion for DOT next year – \$19 billion above the current funding level and \$18.7 billion more than the administration’s request. House lawmakers are also proposing to increase FAA funding by almost \$900 million in FY22. House Appropriations Committee Chair Rosa DeLauro (D-CT) commented on the proposed funding increases.

“For far too long, our nation’s crumbling infrastructure has held America back,” Chair DeLauro said. “With this bill’s major new investments in transportation, including transit and rail, more than 125,000 new housing vouchers, and the modernization of public housing, we have made a long overdue investment in the future of America’s working families.”

According to a committee press release, the bill focuses on reducing emissions and increasing resiliency. Committee Democrats say the bill would create “tens of thousands of good-paying American jobs by rebuilding our crumbling infrastructure with significant investments in airports, highways, transit, passenger rail, and port systems.”

While the FY22 funding process is moving forward on the House side, a bipartisan group of Senators and the White House are trying to hash out an agreement on a broader five-year infrastructure package consistent with the bipartisan infrastructure framework. That plan proposes \$25 billion in new spending for aviation and is expected to include an additional \$20 billion for AIP and terminal projects and another \$5 billion for FAA facilities and equipment.

AAAE and the U.S. Contract Tower Association are urging Congress and the administration to dedicate \$500 million from the F&E account for contract tower airports to repair, modernize, and relocate aging air traffic control towers.

Tony Evers signs Republican-authored state budget with billions in income tax cuts (Source Wisconsin State Journal)

July 8, 2021

Gov. Tony Evers on Thursday signed the Republican-authored state budget, heralding the more than \$2 billion in income tax cuts that it provides and vowing to provide an additional \$100 million in federal money for the state's schools on top of what the GOP provided.

Lawmakers Introduce Bill to Protect Aviation Workers and Programs During Government Shutdowns (Source: AAAE Airport Alert)

June 22, 2021

Transportation and Infrastructure Committee Chair Peter DeFazio (D-OR) and a bipartisan group of House lawmakers today introduced a bill to protect aviation workers and programs during any future government shutdowns. The bill comes as lawmakers are gearing up to begin considering what will likely be a difficult and messy Fiscal Year 2022 budget process.

The Aviation Funding Stability Act would allow the FAA to tap into the uncommitted balance of the Airport and Airway Trust Fund (AATF) to continue paying air traffic controllers and other FAA employees during a government shutdown. Aviation Subcommittee Chair Rick Larsen (D-WA) along with Reps. Bob Gibbs (R-OH) and Brian Fitzpatrick (R-PA) joined DeFazio in introducing the bill.

“We can’t allow for everything to be thrown into chaos in the event of a federal government shutdown,” DeFazio said in a joint press release. “Our bipartisan bill will ensure that the FAA can keep operating without interruption, which is essential to protecting public safety and the livelihoods of aviation workers who keep our country and economy moving.”

DeFazio and Larsen introduced a similar bill in February 2019 after a 35-day partial government shutdown caused the FAA to furlough more than 17,000 employees. It attracted more than 300 cosponsors. Unlike the previous version of the bill, which allowed for drawing from the Trust Fund for the duration of any shutdown, the new measure would allow the FAA to draw from the AATF during a funding lapse for up to 30 days.

“Enabling the FAA to draw from the Airport and Airway Trust Fund during a funding lapse ensures essential personnel who work under stressful situations continue to get paid, and the largest, busiest and most complex airspace system in the world remains safe and functional for air passengers and crew,” Larsen said.

AAAE and a long list of aviation stakeholders have voiced their support for the bipartisan bill.

**CENTRAL WISCONSIN AIRPORT STATISTICAL REPORT
SUMMARY - JUNE 2020 - 2021**

13-Jul-21

	2020 MONTH	2021 MONTH	% CHGE. 20-21	2020 Y-T-D	2021 Y-T-D	% CHGE. 20-21
ACTUAL LANDINGS						
AMERICAN	22	89	304.5%	315	311	-1.3%
UNITED	19	61	221.1%	283	253	-10.6%
DELTA	28	171	510.7%	473	631	33.4%
CHARTERS	0	0	0.0%	4	3	-25.0%
TOTAL OPERATIONS	138	642	365.2%	2,150	2,396	11.4%
ATCT OPERATIONS	986	1,425	44.5%	5,469	6,120	11.9%
AIRLINE CANCELLATIONS						
AMERICAN	0	1	100.0%	32	5	-84.4%
UNITED	0	0	0.0%	2	0	-100.0%
DELTA	1	2	100.0%	35	2	-94.3%
TOTAL CANCELLATIONS	1	3	200.0%	69	7	-89.9%
ENPLANED PASSENGERS						
AMERICAN	865	3,219	272.1%	10,186	11,574	13.6%
UNITED	443	1,721	288.5%	8,235	8,176	-0.7%
DELTA	412	4,989	1110.9%	12,335	16,554	34.2%
CHARTERS	0	0	0.0%	573	199	-65.3%
TOTAL ENPLANED PASSENGERS	1,720	9,929	477.3%	31,329	36,503	16.5%
DEPLANED PASSENGERS						
AMERICAN	856	3,310	286.7%	8,952	11,359	26.9%
UNITED	462	2,111	356.9%	8,024	8,337	3.9%
DELTA	347	5,090	1366.9%	12,507	16,893	35.1%
CHARTERS	0	0	0.0%	573	199	-65.3%
TOTAL DEPLANED PASSENGERS	1,665	10,511	531.3%	30,056	36,788	22.4%
AIR FREIGHT - AMERICAN	90	0	-100.0%	367	0	-100.0%
AIR FREIGHT - UNITED	0	0	0.0%	0	0	0.0%
AIR FREIGHT - DELTA	1,172	3,653	211.7%	11,032	18,258	65.5%
TOTAL AIR FREIGHT - AIRLINES	1,262	3,653	189.5%	11,399	18,258	60.2%
TOTAL AIR FREIGHT -GEN.AVIATION	135,610	148,339	9.4%	803,592	859,496	7.0%
AIRLINES & GEN.AVIA.-AIR FREIGHT	136,872	151,992	11.0%	814,991	877,754	7.7%

LOAD FACTOR-CURRENT MONTH	SEATS	PAX	FACTOR
AMERICAN	4,450	3,219	72.3%
UNITED	3,050	1,721	56.4%
DELTA	8,550	4,989	58.4%

**CENTRAL WISCONSIN AIRPORT STATISTICAL REPORT
SUMMARY - JUNE MONTHLY
2019 - 2021**

	JUNE 2019	JUNE 2020	JUNE 2021	% CHANGE 2019/2021	% CHANGE 2020/2021
ACTUAL LANDINGS					
AMERICAN	78	22	89	14.1%	304.5%
UNITED	85	19	61	-28.2%	221.1%
DELTA	137	28	171	24.8%	510.7%
CHARTERS	2	0	0	-100.0%	0.0%
TOTAL OPERATIONS	604	138	642	6.3%	365.2%
ATCT OPERATIONS	1,337	986	1,425	6.6%	44.5%
AIRLINE CANCELLATIONS					
AMERICAN	3	0	1	-66.7%	100.0%
UNITED	2	0	0	-100.0%	0.0%
DELTA	2	1	2	0.0%	100.0%
TOTAL CANCELLATIONS	7	1	3	-57.1%	200.0%
ENPLANED PASSENGERS					
AMERICAN	3,106	865	3,219	3.6%	272.1%
UNITED	3,129	443	1,721	-45.0%	288.5%
DELTA	5,747	412	4,989	-13.2%	1110.9%
CHARTERS	266	0	0	-100.0%	0.0%
TOTAL ENPLANED PASSENGERS	12,248	1,720	9,929	-18.9%	477.3%
DEPLANED PASSENGERS					
AMERICAN	3,192	856	3,310	3.7%	286.7%
UNITED	3,346	462	2,111	-36.9%	356.9%
DELTA	5,754	347	5,090	-11.5%	1366.9%
CHARTERS	266	0	0	-100.0%	0.0%
TOTAL DEPLANED PASSENGERS	12,558	1,665	10,511	-16.3%	531.3%
AIR FREIGHT - AMERICAN	201	90	0	-100.0%	-100.0%
AIR FREIGHT - UNITED	0	0	0	0.0%	0.0%
AIR FREIGHT - DELTA	2,265	1,172	3,653	61.3%	211.7%
TOTAL AIRFREIGHT - AIRLINES	2,466	1,262	3,653	48.1%	189.5%
TOTAL AIRFREIGHT - GENERAL AVIATION	144,573	135,610	148,339	2.6%	9.4%
AIRLINES & GENERAL AVIATION - AIR FREIGHT	147,039	136,872	151,992	3.4%	11.0%

Central Wisconsin Airport – Flight Schedule

July 16, 2021



<u>Arrivals – Delta</u>				<u>Departures – Delta</u>			
5226	10:23	from DTW	CRJ	5054	06:00	to MSP	CRJ
5239	11:32	from MSP	CRJ	5139	07:00	to DTW	CRJ
5223	16:16	from DTW	CRJ	5052	11:03	to MSP	CRJ
5242	17:09	from MSP	CRJ	5116	12:15	to DTW	CRJ
5099	20:57	from MSP	CRJ	5084	16:56	to MSP	CRJ
5263	21:17	from DTW	CRJ	5002	17:49	to DTW	CRJ



<u>Arrivals – United Airlines</u>				<u>Departures – United Airlines</u>			
3765	15:15	from ORD	CRJ	3829	06:00	to ORD	CRJ
3813	21:06	from ORD	CRJ	4002	15:49	to ORD	CRJ



<u>Arrivals – American Eagle</u>				<u>Departures – American Eagle</u>			
4477	09:11	from ORD	ERJ	3788	07:36	to ORD	ERJ
4478	16:25	from ORD	ERJ	4477	09:36	to ORD	ERJ
4348	20:11	from ORD	ERJ	4478	16:53	to ORD	ERJ

Upcoming Charter Schedule

July 28th – WOJO Tours to Omaha

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

Total CWA Flights Daily = 11

**CENTRAL WISCONSIN AIRPORT
REVENUE 2021**

13-Jul-21

	BUDGET 2021	MONTH OF JUNE	YEAR TO DATE	% OF BUDGET
5409-53 FUEL SALES	30,000	8,119	19,693	65.6%
5410-53 FUEL FLOWAGE	35,000	0	9,646	27.6%
5411-53 LANDING FEES	300,000	25,908	117,035	39.0%
5418-53 RAMP CHARGES	50,000	5,263	30,896	61.8%
AIRFIELD	415,000	39,290	177,270	42.7%
5422-56 UTILITIES	450	0	0	0.0%
CONTROL TOWER	450	0	0	0.0%
5412-55 RENT	100,000	7,077	54,739	54.7%
5422-55 UTILITIES	3,000	0	0	0.0%
HANGAR	103,000	7,077	54,739	53.1%
5497-57 LABOR-CWA	1,000	0	0	0.0%
5498-57 MATERIALS-CWA	0	0	0	0.0%
5499-57 MISC-CWA	2,000	0	36	1.8%
MAINTENANCE SHOP	3,000	0	36	1.2%
5412-54 RENT	30,000	2,655	15,930	53.1%
5414-54 FARM LAND RENT	84,000	0	72,751	86.6%
5417-54 HWY BILLBOARDS	9,500	9,832	9,832	103.5%
5422-54 UTILITIES	0	0	0	0.0%
5432-54 CORPORATE HANGAR	100,000	10,081	69,640	69.6%
NET LEASE	223,500	22,568	168,153	75.2%
5440-51 PARKING	900,000	81,174	343,699	38.2%
5412-52 RENT	970,000	71,302	466,801	48.1%
5416-52 ADVERTISING	20,000	575	4,825	24.1%
5422-52 UTILITIES	36,550	3,139	20,628	56.4%
5431-52 SECURITY	5,500	0	0	0.0%
5499-52 MISCELLANEOUS	23,000	-149	10,983	47.8%
TERMINAL BUILDING	1,055,050	74,866	503,237	47.7%
TOTAL	2,700,000	224,976	1,247,134	46.2%
1210 SALES TAX DISCOUNT	0	0	42	
8110 INTEREST ON INVEST	30,000	0	0	
8310 SALE FIXED ASSETS	20,000	0	0	
8350 INS RECOV	0	0	0	
8400 OTHER MISC REV	0	0	0	
8413 WORKERS COMP REIMB	0	0	0	
GRAND TOTAL	2,750,000	224,976	1,247,176	45.4%
5419-53 PASSENGER FAC. CHGS.	200,000	32,992	132,761	66.4%
8110 PFC INTEREST	5,000	0	0	0.0%
TOTAL PASSENGER FACILITY CHGS.	205,000	32,992	132,761	64.8%
5420-52 CFC CAR RENTAL FEES	212,200	11,000	62,000	29.2%

**CENTRAL WISCONSIN AIRPORT
DISBURSEMENTS - JUNE 2021**

	2021 BUDGET	THIS MONTH	2021 YTD	YTD % of BUDGET
PERSONAL SERVICES				
SALARIES	\$400,797.00	\$34,630.40	\$217,899.84	54.4%
WAGES	\$729,799.00	\$45,676.77	\$294,900.18	40.4%
EMPLOYEE BENEFITS	\$18,500.00	\$100.00	\$2,060.23	11.1%
EMPLOYER CONTRIBUTIONS	\$464,932.00	\$34,355.16	\$222,034.28	47.8%
SUB TOTAL	\$1,614,028.00	\$114,762.33	\$736,894.53	45.7%
CONTRACTUAL SERVICES				
PROFESSIONAL SERVICES	\$156,500.00	\$4,554.63	\$32,034.19	20.5%
UTILITY SERVICES	\$270,000.00	\$30,337.10	\$111,360.35	41.2%
REPAIR-MAINT/STREETS	\$10,000.00	\$1,548.08	\$4,607.23	46.1%
REPAIR-MAINT EQUIP/BUILDINGS	\$90,000.00	\$11,462.02	\$36,956.89	41.1%
CONTRACTUAL SERVICES	\$190,000.00	\$16,150.13	\$72,613.45	38.2%
SUB TOTAL	\$716,500.00	\$64,051.96	\$257,572.11	35.9%
SUPPLIES & EXPENSES				
OFFICE SUPPLIES	\$6,000.00	\$517.15	\$2,479.27	41.3%
ADVERTISING/MEMBERSHIP/DUES	\$83,100.00	\$8,463.80	\$24,184.93	29.1%
TRAVEL	\$18,600.00	\$1,565.05	\$6,671.90	35.9%
OPERATING SUPPLIES	\$182,500.00	\$3,875.96	\$72,328.98	39.6%
REPAIR/MAINT SUPPLIES/GASOLINE	\$158,000.00	\$4,700.71	\$63,627.91	40.3%
CONSUMABLE TOOLS/SUPPLIES	\$6,000.00	\$332.91	\$1,995.11	33.3%
SUB TOTAL	\$454,200.00	\$19,455.58	\$171,288.10	37.7%
BUILDING MATERIALS				
METAL PRODUCTS	\$2,500.00	\$273.12	\$1,610.73	64.4%
WOOD PRODUCTS	\$500.00	\$0.00	\$0.00	0.0%
RAW MATERIALS/RWY PAINT	\$20,000.00	\$310.20	\$632.90	3.2%
ELECT FIXTURES/RWY SIGNS	\$5,000.00	\$3,859.52	\$3,859.52	77.2%
ASPHALT/ASPHALT FILLER	\$25,000.00	\$0.00	\$0.00	0.0%
SUB TOTAL	\$53,000.00	\$4,442.84	\$6,103.15	11.5%
FIXED CHARGES				
INSURANCE/OTHER LOSSES	\$92,792.00	\$0.00	\$21,800.00	23.5%
CAPITAL OUTLAY				
CAPITAL EQUIPMENT	\$85,000.00	\$0.00	\$40,589.00	47.8%
CAPITAL IMPROVEMENTS	\$1,370,000.00	\$0.00	\$23,067.25	1.7%
SUB TOTAL	\$1,455,000.00	\$0.00	\$63,656.25	4.4%
TOTALS	\$4,385,520.00	\$202,712.71	\$1,257,314.14	28.7%

2020-2021 CWA Budget Summary YTD - June

	<u>June YTD - 2021</u>	<u>June YTD - 2020</u>	<u>% CHANGE</u>
Airfield	\$177,270	\$223,231	
Control Tower	\$0	\$0	
Hangar	\$54,739	\$50,086	
Maintenance Shop	\$36	\$515	
Net Lease	\$168,153	\$135,336	
Parking	\$343,699	\$353,695	
Terminal Area	\$503,237	\$508,611	
Misc.	\$42	\$57,426	
Total Revenues	\$1,247,176	\$1,328,900	-6.15%
Personal Services	\$736,896	\$770,025	
Contractual Services	\$257,572	\$318,184	
Supplies and Expense	\$171,288	\$182,671	
Building Materials	\$6,103	\$469	
Fixed Charges-Insurance	\$21,800	\$76,753	
Capital Outlay	\$63,656	\$37,732	
Total Expenses	\$1,257,315	\$1,385,834	-9.27%
Revenue over Expense	-\$10,139	-\$56,934	