

CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING
Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin
July 17, 2020, 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.*

Due to the COVID-19 pandemic, the monthly meeting of the Central Wisconsin Joint Airport Board will have the option for members and the public to call-in via telephone conference on July 17, 2020 beginning at 8:00 a.m. 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. If board members or members of the public attend the meeting in person, appropriate safety measures, including adequate social distancing, must be utilized by all in-person attendees.

- 1) Call to Order by Chair Guild at 8:00 a.m.
 - a) Pledge of Allegiance
- 2) Approval of Minutes of the June 19, 2020 Board Meeting
- 3) Public Comment Period: 15-minute time limit
- 4) Review and Possible Action on Land Lease and Use Agreement - Odyssey Aviation
- 5) Staff Reports
 - a) Director Report
 - i) CARES Act and Covid-19 Update
 - ii) Legislative Update
 - iii) Car Rental Update
 - iv) Statistics – June 2020
 - v) Flight Schedule
 - vi) Other Items of Interest
 - b) Financial Reports
 - i) Revenues and Expenses – June 2020
 - ii) Accounts Receivable Update
 - iii) Other Items of Interest
 - c) Operations and Project Reports
 - i) GA Development Project Update
 - ii) Part 139 Inspection Update
 - iii) Other Items of Interest
- 6) Adjournment
- 7) Next Meeting Date: August 21, 2020 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 19, 2020 - 8:00 a.m.

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

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

Approval of Minutes: *Motion by Ladick, second by Dickinson to approve the minutes of the May 15, 2020 board meeting. Motion carried unanimously.*

Public Comment Period: None

Review and Possible Action on the Status of the CWA Business Advisory Committee:

The CWA Business Advisory Committee (Advisory Committee) was formed in 2014 as an advisory committee to the Central Wisconsin Joint Airport Board. It was established to gather input from businesses in the airport’s service area and suggest operational and service improvements to allow the airport to capture a greater share of business travel in the region. Initially, the Advisory Committee was funded \$5,000.00 from Marathon County funds to hire Centergy to facilitate the committee meetings. Since its inception, the Advisory Committee has evolved to be facilitated by airport board members. Organizations represented on the Advisory Committee have been Greenheck, Berkshire-Hathaway, Ruder Ware, MCDEVCO, Skyward, Centergy, Sentry Insurance, and Ellis Construction. Accomplishments of the Committee have been: Free high-speed wireless internet in the terminal, a business travel survey, terminal lounge-style seating, restroom sink redesign, and TSA Precheck promotion.

Recent findings in Wisconsin case law have necessitated the need to change the way these meetings are held. Because of the Advisory Committee’s relation to the Central Wisconsin Joint Airport Board, meetings are subject to Wisconsin Open Meetings rules. In addition, feedback from committee members indicates they are happy to support the airport, but are not interested in meeting only for the purpose of meeting.

Staff recommends discontinuing a formal Advisory Committee and move to a staff level initiative for more flexibility and an opportunity to engage additional businesses in the region.

Motion by Ladick, second by Jacobson to disband the formal Advisory Committee and direct staff to keep the business community engaged in operations of the Central Wisconsin Airport. Motion carried unanimously.

Staff Reports:

Director Report – Brian Grefe:

Airport Marketing – Marketing efforts over the past few years were reviewed. With the recent pandemic comes an

opportunity to adjust the marketing program to relay a more relevant message. Campaign ideas were discussed on how to highlight what the airport and the airlines are doing to improve traveler safety, what to prepare for when traveling by air and the benefits realized from flying local. Staff would like to start an RFP process to review marketing options and the quality of messaging. The budget will determine funds available and will be adjusted as needed. The board agrees to publish an RFP and move forward with the initiative. Board members interested are encouraged to participate in the selection committee.

CARES Act and COVID-19 Update – CARES Act funds will be available to draw from shortly and expenses may date back to January 20th for expense withdrawal. The airport's response to COVID now includes social distancing signage and the FAA is sending masks to distribute to travelers. Airlines have greatly increased their cleaning procedures, have improved their air filtration systems, and now require passengers to wear face masks.

Legislative Update – Legislation is working on a PFAS ruling in relation to Wisconsin Act 101, with clarification on what is required by airports. There will likely be several rulings to come over the next several years. CWA and WAMA are heavily involved in the issue.

Statistics – The May 2020 statistical report shows the impact of the pandemic, with reductions across the board. Load factors reflect the current schedule, which makes connections difficult. Grefe has had conversations with all three airlines on adjusting schedules to accommodate travelers. Airlines were receptive to the concerns and are looking at possible adjustments.

Flight Schedule – The schedule remains at three daily flights, with charter activity increasing. An increase in flights over the next few months is likely.

Financial Reports – Dave Drozd:

Revenues and Expenses – Revenues end the month of May at 33% of budget, with PFCs at 39.2% and CFCs at 32.6%. Disbursements end at 32.5% and all non-essential purchases have been put on hold. CARES Act funding will impact the budget and staff is working on a plan to manage the funds.

Accounts Receivable Update – Some airline payments are flowing through, which is positive.

Operations & Project Reports – Mark Cihlar:

Personnel Update – The organizational restructuring is complete and the second operations and maintenance supervisor has been hired. Jim Fredericksen has accepted an offer for the position and was introduced to the board and congratulated on his promotion. He has been in the role for a few weeks and is working closely with the second supervisor. Bill Maguire was an OMT II and upon completing all of the position requirements was promoted to an OMT III. Maguire is taking on additional responsibilities in wildlife hazard management, which will help the organization as a whole. Additional employees are working on educational and professional development requirements to become an OMT III.

Runway 17/35 Reconstruction Design Update – Design on the runway project is complete and bids were opened yesterday. 11 bids were submitted for the project and the apparent low bidder was Trierweiler Construction out of Marshfield for \$13.9 million, pending FAA review and final approval. This project is now 100% federally funded. Bidders had innovative questions throughout the pre-bid period, asking questions related to excavating requirements and procedures, removal of waste materials from excavation operations, blasting depths and procedures, and backfilling rock with blasted rock material. Innovative processes may significantly reduce contractor costs and would allow for possible onsite recycling of rock. Bids were estimated to come in closer to \$20 million.

Other Items of Interest – The triennial full-scale exercise went very well with communication gaps identified and worked through. The updated Airport Emergency Plan (AEP) was exercised at the event, producing feedback that was incorporated into the AEP. The revised AEP has been sent to the FAA for final approval.

Parking lot sealcoating will begin next week prior to the arrival of the new revenue control system. Installation of the new system is slated for July and the main lot should be complete and opened in August.

The next regular session of the board is scheduled for August 21, 2020 at 8:00 a.m.

9:20 a.m. Motion by Krogwold, second by Jacobson to adjourn. Motion carried unanimously.

Julie Ulrick, Recording Secretary



Agenda Item Summary

Airport Board Meeting Date: July 17, 2020

Agenda Item Title: #4) Review and Possible Action on Land Lease and Use Agreement Odyssey Aviation

Staff Responsible: Brian Grefe, Airport Director

Background: CWA staff have been working with Odyssey Aviation for several years to grow their operation at the airport. Odyssey Aviation currently hangs their aircraft in the FBO hangar. Several locations were considered in and around the newly constructed general aviation development. This location was chosen as the preferred option due to height constraints.

The Land Lease and Use Agreement presented today has been negotiated in good faith. The lease terms and airport development commitments are consistent with other tenants in the area.

Timeline: After the Joint Airport Board Approval, site design and building plan will be developed before being presented to the City of Mosinee Plan Commission. Construction will begin this year.

Financial Impact: Based on current airport rates and charges, this lease will generate an additional \$23,183 in airport revenue. This is a twenty year agreement with two additional 5 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 airport will also encumber initial development costs to relocate common use utilities and the airport security fence.

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 Odyssey Aviation.



LAND LEASE AND USE AGREEMENT

between

Central Wisconsin Airport Joint Airport Board

and

Odyssey Aviation, LLC.

AIRPORT LEASE
Odyssey Aviation, LLC

THIS LEASE ("**Lease**"), made and entered into this _____ day of _____, 2020, 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 "Odyssey Aviation, LLC.", (hereinafter referred to as "**Lessee**"), a corporation with its office and address being PO Box 100, Marathon, WI 54448.

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 80,914 square feet (20,208 sq. ft. developed area, 60,706 sq. ft. undeveloped area) and further shown in Exhibit A (hereinafter, the “Leased Premises” or “Premises” or “premises”). Lessee shall have the non-exclusive right, in common with Airport and others to whom Airport may grant such rights, in its sole and absolute discretion, to use and enjoy those access ways, runways, taxiways, aprons, roadways and other conveniences of the take-off, flying and landing of aircraft, and other improvements, areas and real estate located on CWA as Airport may designate from time to time as being for the common use and enjoyment of all invitees to CWA and tenants of the Airport (hereinafter referred to as the “Common Areas”). Notwithstanding any provision contained herein to the contrary, Airport shall have the right from time to time to add, remove, alter, modify, reconfigure, reduce, promulgate rules regarding, restrict, unrestrict or relocate the Common Areas without the necessity of obtaining Lessee’s consent or approval; provided, however, Airport shall not in the exercise of such rights, (a) materially and adversely impair Lessee’s access to the Leasehold Improvements, other than on a temporary basis, or (b) cause the Leasehold Improvements to cease to comply with applicable law in any material respect; provided, that Airport’s activities shall not materially interfere with Lessee’s ability to use the Leased Premises, and Airport covenants and agrees that at all times Lessee and invitees shall have nonexclusive access to the Common Areas, the Leased Premises and the Leasehold Improvements (subject to temporary closures or restrictions for repair, restoration, reconstruction and maintenance work and subject to applicable security laws and regulations including, but not limited to 49 CFR Part 1540 and 49 CFR Part 1542).
2. Lessee agrees that its Leased Premises have been inspected by Lessee and are accepted and will be occupied by Lessee on an “as is” basis. The Lessee specifically waives any covenants or warranties regarding the Leased Premises, including but not limited to any warranty of suitability and warranty of fitness. Airport and Lessee shall mutually agree to any increases in the amount of space leased herein.

SECTION 2 - TERM

Subsection 2.1 Primary Term: The term of this Lease is for a twenty (20) year period commencing on August 1, 2020 and terminating on July 31, 2040 unless sooner terminated or canceled as hereinafter provided.

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

current term.

SECTION 3 - USES, PRIVILEGES, AND OBLIGATIONS

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

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

SECTION 4 - RESTRICTIONS ON USES AND PRIVILEGES

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

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

SECTION 5 – RENTALS AND FEES

1. Lessee agrees to pay to the Airport, in advance and without demand or invoice, on the first day of

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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 and aircraft parking apron, Lessee shall pay \$9,451.28 (\$787.61) per month. This amount is based upon \$0.4677 per square foot per year for space leased 20,208 sq. ft. as described in Section 1 herein. (Thus, 20,208 sq. ft. X \$0.4677 = \$9,451.28/yr. divided by 12 = \$787.61per month.)
 - b) Land and Vehicle Parking: For the land and vehicle parking, Lessee shall pay \$13,731.70 (\$1,144.31) per month. This amount is based upon \$0.2262 per square foot per year for land leased 60,706 sq. ft. as described in Section 1 herein. (Thus, 60,706 sq. ft. X \$0.2262 = \$13,731.70 /yr. divided by 12 = \$1,144.31per 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, 2021 and for each Lease Year thereafter, the rental amounts for the Leased Premises shall be adjusted in accordance with the Consumer Price Index – National Index for All Urban Consumers for the previous calendar year but will never decrease.
2. Parties to this Lease understand and agree that the CPI adjustment will be effective on March 1, 2021 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
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 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

Intentionally deleted

SECTION 8 - AIRPORT INVESTMENT

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

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

1. General. Any improvements to be made to or upon the Leased Premises by Lessee including the initial investment, and any subsequent alterations or additions to such improvements, shall be subject to the prior written approval of Airport Director. Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, shall be submitted to and receive the written approval of Airport Director before any work or construction is commenced. Standards of design and construction shall be complied with in connection with all such work, facilities, and improvements; and all construction shall conform to the general architectural requirements of Airport Director as established for each improvement program. Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to Airport Director for review prior to commencement

of construction; after final approval by Airport Director, Airport Director shall return to Lessee one (1) approved copy for Lessee's records and shall retain one (1) approved copy as an official record thereof.

2. Improvements Conform to Statutes, Ordinances, Etc. All improvements, furniture, fixtures, equipment, and finishes, including the plans and specifications therefore, constructed or installed by Lessee, its agents, or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations, and public bidding laws. Any approval given by Airport shall not constitute a representation or warranty as to such conformity; responsibility therefore shall at all times remain with Lessee.
3. Approvals Extend to Architectural and Aesthetic Matters. Approval of Airport shall extend to and include architectural and aesthetic matters and Airport reserves the right to reject any layout or design proposals submitted and to require Lessee to resubmit any such layout or design proposals until they meet Airport Director approval.
4. Disapprovals. In the event of disapproval by Airport of any portion of any plans or specifications, Lessee shall promptly submit necessary modifications and revisions thereof for approval by Airport Director. Airport agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No changes or alterations shall be made in said plans or specifications after initial approval by Airport, and no alterations or improvements shall be made to or upon the Leased Premises without the prior written approval of Airport Director.
5. Provision of As-Built Drawings. Upon completion of any construction project, Lessee shall provide Airport two (2) completed sets of as-built drawings in reproducible form as specified by Airport. Lessee agrees that, upon the request of Airport, Lessee will inspect the Leased Premises jointly with Airport to verify the as-built drawings.

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

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

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

Subsection 10.3 Title upon Termination Prior to Expiration.

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

Subsection 10.4 Construction of New Facility. In the event Lessee desires to construct a new hangar or remodel the existing facility, or make a significant capital investment into the 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, or significant capital investment 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. A significant capital investment is defined as any investment into the interior or exterior of the facility in the amount of \$50,000 or more within a 60-day period.

SECTION 11 - MAINTENANCE OF PREMISES

Subsection 11.1 Airport Maintenance Obligations.

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

Subsection 11.2 Lessee's Maintenance Obligations.

1. Lessee's General Obligations. Except as provided in this Lease, Lessee shall be obligated, without cost to Airport, to maintain the Leased Premises and every part thereof in good

appearance, repair, and safe condition. Lessee shall maintain and repair all Leasehold Improvements on the Leased Premises and all structures, furnishings, fixtures, and equipment therein, whether installed by Lessee or by others. All such maintenance and repairs shall be at least of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Airport Director.

2. Modifications. Any modification to the building or improvements (except for minor refurbishments) on the property requires advance written approval from the Airport.
3. Hazardous Conditions. Upon discovery, Lessee shall immediately give oral notice to Airport of any hazardous or potentially hazardous conditions in the Leased Premises. Any hazardous or potentially hazardous condition in the Leased Premises shall be corrected immediately at no cost to Airport. At the direction of said Director, Lessee shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.
4. Trash and Refuse. Lessee shall provide, at no cost to Airport, a container for the adequate sanitary handling of all trash and other refuse caused as a result of the operation of the Leased Premises. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Lessee shall keep any areas used for trash and garbage storage prior to removal from Airport in a clean and orderly condition so as not to unduly attract rodents, pests, or birds, or create an offensive odor.
5. Transporting Trash and Refuse. In transporting trash and refuse from the Leased Premises, Lessee shall ensure that trash is not strewn around while taking refuse to the dumpsite. Such disposal shall take place during hours as may be approved by the Airport.
6. Snow Removal. Lessee shall be responsible for the removal of snow on the Leased Premises.
7. Exterior Lighting. All exterior lighting on the hangar and leased premise shall be provided by Lessee and limited only to LED Lighting in 5000k color temperature. Any installation or modification of lighting requires advance written approval from the Airport Director
8. Apron Lighting. Lessee shall provide, at no cost to the airport, lighting in sufficient quantity to illuminate Lessee's apron from dusk till dawn.

SECTION 12 - LIENS, MORTGAGE

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

SECTION 13 – UTILITIES AND OPERATION OF LEASED PREMISES

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

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

SECTION 14 - ENVIRONMENTAL

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

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

Subsection 14.3 Handling of Hazardous Materials.

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

Hazardous Material used, owned, possessed or controlled by, or for which the Lessee is responsible for, has come to be located on or about the premises in violation or potential violation of Environmental Laws, or has been released or discharged into the environment in violation or potential violation of Environmental Laws, the Lessee shall, immediately upon discovery of the presence or suspected presence of the Hazardous Material, provide the Airport Director with written notice of that condition. In addition, Lessee shall immediately notify the Airport Director in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened against Lessee concerning its unlawful use or release of any Hazardous Material on the premises pursuant to any Environmental Laws, (2) any claim or threatened claim by any person against Lessee or its use of the premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from the unlawful use of any Hazardous Materials on the premises by the Lessee, and (3) any reports made by the Lessee to any local, state, or federal environmental agency arising out of or in connection with any allegations of violation or potential violation of Environmental Laws associated with Hazardous Materials used on, or removed from, the premises by the Lessee, including any complaints, notices, warnings, or asserted violations in connection therewith. Lessee shall also supply to the Airport Director as promptly as possible, and in any event within five (5) calendar days after Lessee first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations in connection therewith. Lessee shall promptly deliver to the Airport Director copies of hazardous waste manifests concerning its lawful disposal of all Hazardous Materials generated and removed from the premises by the Lessee. Lessee shall not enter into any settlement agreement, consent decree, or other compromise with respect to any complaints, notices, warnings, or asserted violations relating to disposal or unlawful release of Hazardous Materials in any way connected with the Leased Premises, without first notifying the Airport Director of Lessee's intention to do so and affording the Airport Director ample opportunity to appear, intervene, or otherwise appropriately assert and protect the Airport's interest with respect thereto.

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

Subsection 14.4 Indemnification. Except to the extent caused solely by the Airport, its agents or employees, Lessee shall indemnify, and hold harmless the Airport, its officers, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages, costs, or expenses (including reasonable attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to the premises or any property whatsoever,

arising from the Lessee's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in this Lease. Lessee's obligation under this Paragraph shall include any and all reasonable investigation costs incurred in connection with any unlawful release of Hazardous Materials on the premises by the Lessee, and any associated costs of any required repair, cleanup, decontamination or remediation of the premises and the preparation and implementation of any required closure, remediation, or other required action in connection therewith. Lessee's obligations under this Paragraph shall survive the expiration or earlier termination of the term of the Lease.

SECTION 15 - SIGNS AND ADVERTISING

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

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

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

Subsection 15.3 Removal and Modification of Signs.

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

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

SECTION 16 – NON-DISCRIMINATION

This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR

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

SECTION 17 - INDEMNIFICATION AND INSURANCE

Subsection 17.1 Indemnification. To the fullest extent allowable by law, Lessee hereby indemnifies and shall defend and hold harmless, at Lessee's expense, Airport, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Lease hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Lessee, or of anyone acting under its direction or control or on its behalf in connection with or incident to exercise of the rights, covenants and the performance under this Lease, regardless if liability without fault is sought to be imposed on Airport. Lessee's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole negligence of Airport, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

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

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

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

Minimum Standards approved by the Airport :

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

Subsection 17.3 Lessee to Provide Property Insurance. Lessee, at its own expense, shall insure all Leasehold Improvements and furnishings, fixtures and Lessee's own or leased equipment for all risks of physical loss or damage, including, fire, lightning, wind storm, vandalism, malicious mischief, vehicle impact, aircraft, mechanical breakdown, boiler explosion, and artificially generated electrical current. Such insurance shall be in an amount equal to the full insurable replacement value of all covered property. All property insurance policies shall contain loss payable endorsements in favor of the Airport and Lessee as their respective interests may appear hereunder and shall contain a waiver of subrogation provision in favor of the Airport. Unless the Leased Premises and/or Leasehold Improvements are subject to a total loss, as determined by Lessee's insurer and documentation of such is provided to the Airport, Lessee agrees that any payments received from such insuring companies by reason of loss under such policy or policies shall be applied toward repair and reconstruction of said Leasehold Improvements and repair or replacement of Leasehold Improvements, furnishings, fixtures and equipment.

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

Subsection 17.5 Proof of Insurance. Lessee shall furnish Airport a certificate evidencing insurance required, and listing the Central Wisconsin Airport, Marathon County and Portage County as additional insured on required insurance, shall be filed with Airport prior to the commencement of any construction,

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

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

SECTION 18 - DAMAGE OR DESTRUCTION OF PREMISES

1. In the event of a total loss to the Leased Premises and/or Leasehold Improvements as determined by Lessee's insurer and documentation of such is provided to the Airport, by reason of fire, the elements, accident, or other occurrence, not caused by Airport's sole negligence, Airport shall have no obligation to compensate Lessee for any loss incurred.
2. Lessee shall, within thirty (30) days of said total loss, give notice to Airport of its intent to repair or rebuild, or of its intent to terminate this lease.
 - a. In the event that Lessee chooses to repair or rebuild, the rent shall continue unabated,
 - b. If Lessee chooses to terminate this Lease and is not at fault for the loss, rent shall cease to be due on such termination.
 - c. In the event that the Lessee chooses to terminate the lease, and the loss or occurrence on the Leased Premises is due to an intentional or negligent act or omission of Lessee, its agents, employees, invitees, and/or contractors, Lessee shall reimburse Airport for any lost rent payments up to the full term of this lease, or any extension thereof, unless otherwise mitigated.
3. In the event such total loss or occurrence on the Leased Premises causes a loss to Airport's property and is due to an intentional or negligent act or omission of Lessee, its agents, employees, invitees, and/or contractors, Lessee shall reimburse Airport or its insurer for any expenses incurred by Airport in connection therewith.

SECTION 19 – CONDEMNATION

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

this Section.

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

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

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

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

SECTION 20 - TAXES AND LICENSES

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

leasehold interest in the Premises or personal property of any kind owned or placed on the Leased Premises by Lessee.

SECTION 21 - INSPECTION OF PREMISES

Airport or its duly authorized representatives, or agents, and other persons on its behalf, may enter upon said Leased Premises at any and all reasonable times during the term of this Lease for the purpose of assessing conditions or for any other purpose incidental to rights of Airport.

SECTION 22 - HOLDING OVER

Should Lessee holdover said Leased Premises after this Lease has terminated in any manner, Lessee shall continue such holding over only at sufferance to Airport. The Airport reserves the right to adjust rentals and fees in its discretion, in the event of such holdover. All other terms and conditions of this Lease shall apply to such holdover.

SECTION 23 - QUIET ENJOYMENT

Airport agrees that Lessee, upon payment of the fees and charges and all other payments to be paid by Lessee under the terms of this Lease, and upon observing and keeping the leases and covenants of this Lease on the part of Lessee to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease.

SECTION 24 - SECURITY

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

SECTION 25 - LEASE SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES

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

SECTION 26 - RIGHTS AND PRIVILEGES OF AIRPORT

1. Airport shall have the right to enforce, and adopt from time to time, rules and regulations, which Lessee agrees to observe and obey, with respect to the use of the Airport, Premises and appurtenances, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the FAA, and any future changes prescribed from time to time by the FAA.

2. Airport Director is hereby designated as its official representative for the enforcement of all provisions in this Lease with full power to represent Airport with dealings with Lessee in connection with the rights herein granted.
3. All actions relating to policy determination, modification of this Lease, termination of this contract, and any similar matters affecting the terms of this Lease shall emanate from the Airport Board, their successors or assigns.
4. Airport reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Leased Premises and existing vehicle and pedestrian traffic patterns, as the Airport deems appropriate, regardless of the desires or views of Lessee, and without interference or hindrance.
5. During the time of war or National Emergency, Airport shall have the right to lease the landing area of the Airport, or any part of Central Wisconsin Airport, thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.
6. All facilities of the Airport developed with Federal financial assistance and all facilities usable for landing and takeoff of aircraft will be available to the United States for use by Government aircraft in common with other aircraft at all times.
7. Airport hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of Central Wisconsin Airport, and the right to pursue all operations of the Central Wisconsin Airport.
8. Airport reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Airport, would limit the usefulness of the Airport, or constitute a hazard to aircraft.
9. Airport may from time to time increase the size or capacity of any such Public Aircraft Facilities or Common Use Portion of the Airport or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently.
10. This Lease at any time may be subject to renegotiation or reformation if Federal Aviation Administration (FAA) Airport Certification or Security Requirements, 14 CFR Part 139 and 49 CFR Part 1542 respectively, result in major expenditures to Airport due conditions created by the terms of this Lease.

SECTION 27 - ACCESS CONTROL

1. Lessee shall upon termination of this Lease return all issued keys and access cards to Airport. If all issued keys are not returned to Airport at the termination of this Lease, Lessee shall pay to

Airport cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.

2. Lessee is responsible for all keys issued to employees of Lessee. If a key is lost, Lessee shall immediately notify Airport and shall pay to Airport cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.
3. Lessee is ultimately responsible for all access cards issued for employee gate access and parking including all fees levied for failure to return said cards.
4. Lessee shall maintain a Signatory Authority who shall authorize new cards, inventory existing cards, return cards, and report any lost or stolen cards immediately to the Airport.

SECTION 28 – NO PERSONAL LIABILITY

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

SECTION 29 –GOVERNING LAW

This Lease and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Lease shall be exclusively in Marathon County, Wisconsin. Each party waives its right to challenge venue.

SECTION 30 – JURY TRIAL WAIVER

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

SECTION 31 – NOTIFICATION

Lessee shall:

1. As soon as possible and in any event within 10 calendar days after the occurrence of any default, notify Airport in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Lessee with respect thereto.
2. As soon as possible and in any event within 10 calendar days notify Airport of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Lessee contained in this Lease to be untrue.
3. Notify Airport, and provide copies, immediately within 24 hours, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Lessee or any guarantor or an investigation,

clean-up, removal, remedial action or other response by or on the part of Lessee or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Lessee or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

SECTION 32 – SEVERABILITY

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

SECTION 33 – ASSIGNMENT, SUBLET, AND TRANSFER

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

SECTION 34 – NO WAIVER

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

SECTION 35 – GRATUITIES AND KICKBACKS

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

SECTION 36 – POLITICAL ACTIVITIES

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

Wisconsin Airport.

SECTION 37 – ENTIRE AND SUPERSEDING AGREEMENT

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

SECTION 38 – AMENDMENT

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

SECTION 39 – TIME COMPUTATION

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

SECTION 40 – NOTICES

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

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

To the Lessee: Odyssey Aviation, LLC.
Bob Stoehr
PO Box 100

Marathon, WI 54448

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

SECTION 41 – PUBLIC RECORDS LAW

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

SECTION 42 – CONSTRUCTION

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

SECTION 43 – NO THIRD PARTY BENEFICIARY

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

SECTION 44 – COMPLIANCE WITH LAW

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

SECTION 45 – FORCE MAJEURE

Airport shall not be responsible to Lessee and Lessee shall not be responsible to Airport for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Lease is delayed

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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: Odyssey Aviation, LLC.

By: _____ By: _____

Bob Stoehr, CFO

Date: _____

ATTEST:

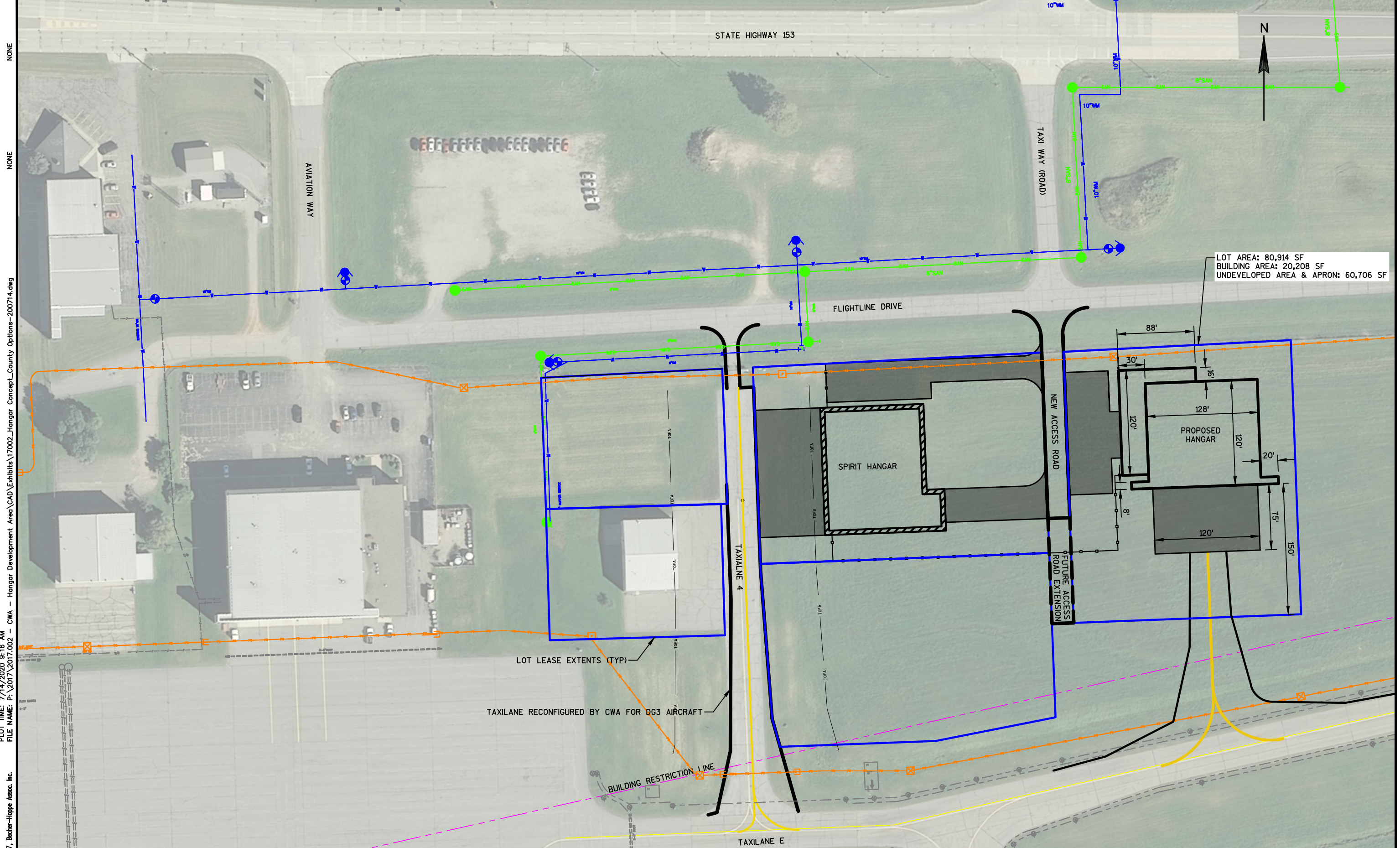
LESSOR: Central Wisconsin Airport Joint Airport Board

By: _____ By: _____

Board Chair Sara Guild

Date: _____

EXHIBIT A



LOT AREA: 80,914 SF
 BUILDING AREA: 20,208 SF
 UNDEVELOPED AREA & APRON: 60,706 SF

LAYOUT: 4.2
 PILOT TIME: 7/14/2020 9:16 AM
 FILE NAME: P:\2017\2017.002 - CWA - Hangar Development Area\CAD\Exhibits\17002_Hangar Concept_County Options-200714.dwg

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BECHER HOPPE
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 715.845.8000 • Fax 715.845.8008
 becherhoppe.com

DRAWN BY: KEH
 CHECKED BY: KRK
 DATE: 7/13/20

PROJECT NO: 2017.002
 REV. DATES:

SCALE
 0 50' 100'

CENTRAL WISCONSIN AIRPORT

CORPORATE HANGAR DEVELOPMENT CONCEPT
 COUNTY MATERIALS CONCEPT - OPTION 4.2

SHEET
 4.2



WAMA

WISCONSIN AIRPORT
MANAGEMENT ASSOCIATION

TO: U.S. Senator Tammy Baldwin

FROM: Brian Grefe, WAMA President & Airport Director of Central Wisconsin Airport

DATE: July 8, 2020

RE: Coronavirus Relief Package

President

Brian Grefe, C.M.
Mosinee

Vice President

Greg Cullen C.M.
Janesville

Treasurer

Rachel Engeler, MS
Green Bay

Secretary

Jim Schell, C.M.
Oshkosh

Executive Director

Lisa Maroney
Madison

Board of Directors

Charity Zich, C.M.
Eau Claire

Kurt Stanich
Waukesha

Abe Weber, A.A.E.
Greenville

Harold Mester, C.M.
Milwaukee

Matt Leitner
Rhineland

Michael Stephens
Madison

Matt Grenoble
Sheboygan

Rick Brekke
Cumberland

Thank you for your past support through the CARES Act. The funding was helpful in weathering the immediate storm caused by COVID-19. The depth of the challenges is unprecedented and further help for airports is needed to meet ongoing airport operating needs, make bond payments, keep construction projects on track, and address other challenges. As you contemplate during the upcoming weeks the possibility of an additional coronavirus relief package, we urge your strong consideration of much needed additional relief for airports.

We certainly understand the many requests you are receiving from all sectors of the economy, but we believe airports are unique. Airports are a vital component to the infrastructure and additional federal funding is needed to sustain viability. In Wisconsin there are 8 commercial and more than over 80 general aviation airports located throughout the state in large and small communities. Our Wisconsin airports are economic drivers in the areas they serve. Please consider the following as a possible package is developed.

- **Commercial Service Airports: \$13 billion:** We concur with the ACI-NA assessment of \$13 billion in continued, future needs for airports across the country in the face of significantly reduced revenues due to COVID-19. Airports would use these resources to fund operations, payroll obligations, debt service requirements, existing construction projects, and recovery efforts. We support the continuation of flexibility provided to airports in the CARES Act allowing airports to use additional resources for "any purpose for which airport revenues may lawfully be used."
- **General Aviation Airports: \$1 billion - \$2 billion:** General aviation airports, which are largely supported by aviation system activity such as fuel sales, have seen their revenues diminish significantly as well. While the CARES Act provided \$100 million to general aviation airports, those resources were relatively modest considering that there are nearly 3,000 eligible GA facilities. We estimate that GA airports need an additional \$1 billion - \$2 billion to address current needs in the wake of the coronavirus crisis. These resources would help critical GA airports meet ongoing operational expenses, including payroll.
- **Increased Federal Share for Airports in the FY2021 DOT/FAA Appropriations Bill:** \$500 million: Consistent with provisions in the CARES Act as it relates to FY20 Airport Improvement Program (AIP) grants, AAAE proposes to increase AIP funding so that the federal share for all AIP grants issued in FY21 is 100 percent. This would free scarce local resources for other necessary purposes, including operational expenses.

Again, thank you for your past support and future consideration. If you desire additional information or have questions, please feel free to contact me. I can be reached at 715.204.2885

WAMA, 918 South Holt Circle, Madison, WI 53719, wiama.org

CWA Legislative Update – July 2020

AAAE Airport Alert: House Appropriations Subcommittee Approves FY21 DOT Spending Bill

July 8, 2020

The House Transportation Appropriations Subcommittee today approved a Fiscal Year 2021 spending bill for the Department of Transportation that proposes almost \$6.4 billion for airport infrastructure, funding for small community programs, and a \$2.8 million increase for the Contract Tower Program.

During today's session, Transportation Appropriations Subcommittee Chairman David Price (D-NC) told his colleagues that "we are facing an infrastructure crisis exacerbated by the pandemic." He pointed out that bill includes an emergency title that contains \$75 billion for "major infrastructure investments across housing and transportation programs."

Ranking Member Mario Diaz Balart (R-FL) commended the Chairman for putting together a "thoughtful" and "responsible" bill. But he took issue with the proposed \$75 billion in emergency infrastructure spending, which he argued is "outside last year's bipartisan budget agreement and puts the entire regular appropriations process at risk."

Airport Funding: As we reported yesterday, the House bill proposes a significant boost in airport infrastructure funding. It includes \$3.35 billion for the traditional Airport Improvement Program and an additional \$500 million for supplemental discretionary grants. In the past three years, Congress has provided \$1.8 billion in supplemental discretionary AIP grants for airports -- \$1 billion in FY18, \$500 million in FY19 and \$400 million in FY20.

The FY21 spending bill also includes \$2.5 billion for airport infrastructure investments as part of a \$26 billion plus-up to DOT to "support the economic recovery from the coronavirus pandemic and strengthen and make more resilient our nation's aging infrastructure."

Small Community Programs: The House bill includes a \$2.8 million increase for the Contract Tower Program. It also includes \$162 million in discretionary funding for Essential Air Service and \$10 million for the Small Community Air Service Development program - the same as the current funding levels.

Panel members refrained from offering any amendments during this morning's markup. We expect lawmakers will propose changes to the bill when the full committee considers the measure next week.

**CENTRAL WISCONSIN AIRPORT STATISTICAL REPORT
SUMMARY - JUNE 2019 - 2020**

14-Jul-20

	2019 MONTH	2020 MONTH	% CHGE. 19-20	2019 Y-T-D	2020 Y-T-D	% CHGE. 19-20
ACTUAL LANDINGS						
AMERICAN	78	22	-71.8%	450	315	-30.0%
UNITED	85	19	-77.6%	441	283	-35.8%
DELTA	137	28	-79.6%	766	473	-38.3%
CHARTERS	2	0	-100.0%	12	4	-66.7%
TOTAL OPERATIONS	604	138	-77.2%	3,338	2,150	-35.6%
ATCT OPERATIONS	1,337	986	-26.3%	6,272	5,469	-12.8%
AIRLINE CANCELLATIONS						
AMERICAN	3	0	-100.0%	38	32	-15.8%
UNITED	2	0	-100.0%	26	2	-92.3%
DELTA	2	1	-50.0%	14	35	150.0%
TOTAL CANCELLATIONS	7	1	-85.7%	78	69	-11.5%
ENPLANED PASSENGERS						
AMERICAN	3,106	865	-72.2%	17,963	10,186	-43.3%
UNITED	3,129	443	-85.8%	15,728	8,235	-47.6%
DELTA	5,747	412	-92.8%	30,693	12,335	-59.8%
CHARTERS	266	0	-100.0%	1,793	573	-68.0%
TOTAL ENPLANED PASSENGERS	12,248	1,720	-86.0%	66,177	31,329	-52.7%
DEPLANED PASSENGERS						
AMERICAN	3,192	856	-73.2%	16,670	8,952	-46.3%
UNITED	3,346	462	-86.2%	15,759	8,024	-49.1%
DELTA	5,754	347	-94.0%	30,946	12,507	-59.6%
CHARTERS	266	0	-100.0%	1,793	573	-68.0%
TOTAL DEPLANED PASSENGERS	12,558	1,665	-86.7%	65,168	30,056	-53.9%
AIR FREIGHT - AMERICAN	201	90	-55.2%	1,381	367	-73.4%
AIR FREIGHT - UNITED	0	0	0.0%	0	0	0.0%
AIR FREIGHT - DELTA	2,265	1,172	-48.3%	15,702	11,032	-29.7%
TOTAL AIRFREIGHT - AIRLINES	2,466	1,262	-48.8%	17,083	11,399	-33.3%
TOTAL AIRFREIGHT -GEN.AVIATION	144,573	135,610	-6.2%	829,783	803,592	-3.2%
AIRLINES & GEN.AVIA.-AIRFREIGHT	147,039	136,872	-6.9%	846,866	814,991	-3.8%

LOAD FACTOR-CURRENT MONTH	SEATS	PAX	FACTOR
AMERICAN	1,100	865	78.6%
UNITED	950	443	46.6%
DELTA	1,400	412	29.4%

Central Wisconsin Airport – Flight Schedule July 17, 2020



<u>Arrivals – Delta</u>				<u>Departures – Delta</u>			
5268	19:13	from MSP	CRJ	4965	06:45	to MSP	CRJ



<u>Arrivals – United Airlines</u>				<u>Departures – United Airlines</u>			
3748	15:17	from ORD	CRJ	3730	15:47	to ORD	CRJ



<u>Arrivals – American Eagle</u>				<u>Departures – American Eagle</u>			
3387	09:30	from ORD	ERJ	3387	11:25	to ORD	ERJ
3406	16:00	from ORD	ERJ	3406	16:29	to ORD	ERJ

Upcoming Charter Schedule

July 30 – Sun Country to Omaha (WOJO)
~~August 8 – Swift Air to Wendover~~
 August 21 – Sun Country to Reno (WOJO)
 October 15 – Sun Country to Omaha (WOJO)

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

Total CWA Flights Daily = 4

**CENTRAL WISCONSIN AIRPORT
REVENUE 2020**

14-Jul-20

	BUDGET 2020	MONTH OF JUNE	YEAR TO DATE	% OF BUDGET
5409-53 FUEL SALES	42,000	0	15,489	36.9%
5410-53 FUEL FLOWAGE	60,000	1,946	23,056	38.4%
5411-53 LANDING FEES	385,000	11,428	154,892	40.2%
5418-53 RAMP CHARGES	62,000	5,263	29,793	48.1%
AIRFIELD	549,000	18,637	223,231	40.7%
5422-56 UTILITIES	450	0	0	0.0%
CONTROL TOWER	450	0	0	0.0%
5412-55 RENT	105,000	7,077	48,389	46.1%
5422-55 UTILITIES	4,550	0	1,697	37.3%
HANGAR	109,550	7,077	50,086	45.7%
5497-57 LABOR-CWA	1,000	0	0	0.0%
5498-57 MATERIALS-CWA	1,000	0	0	0.0%
5499-57 MISC-CWA	5,000	331	515	10.3%
MAINTENANCE SHOP	7,000	331	515	7.4%
5412-54 RENT	50,000	2,170	18,620	37.2%
5414-54 FARM LAND RENT	84,000	22,885	52,605	62.6%
5417-54 HWY BILLBOARDS	6,500	0	0	0.0%
5422-54 UTILITIES	6,000	0	0	0.0%
5432-54 CORPORATE HANGAR	76,000	4,410	64,111	84.4%
NET LEASE	222,500	29,465	135,336	60.8%
5440-51 PARKING	1,370,000	18,417	353,695	25.8%
5412-52 RENT	1,240,000	57,230	457,661	36.9%
5416-52 ADVERTISING	25,000	1,025	12,842	51.4%
5422-52 UTILITIES	39,000	2,955	23,089	59.2%
5431-52 SECURITY	5,500	0	3,511	63.8%
5499-52 MISCELLANEOUS	15,000	0	11,508	76.7%
TERMINAL BUILDING	1,324,500	61,210	508,611	38.4%
TOTAL	3,583,000	135,136	1,271,474	35.5%
1210 SALES TAX DISCOUNT	0	0	131	
8110 INTEREST ON INVEST	15,000	0	56,682	
8310 SALE FIXED ASSETS	15,000	0	0	
8350 INS RECOV	0	0	0	
8400 OTHER MISC REV	0	0	613	
8413 WORKERS COMP REIMB	0	0	0	
GRAND TOTAL	3,613,000	135,136	1,328,900	36.8%

5419-53 PASSENGER FAC. CHGS.	550,000	2,836	214,748	39.0%
8110 PFC INTEREST	5,000	0	5,523	110.5%
TOTAL PASSENGER FACILITY CHGS.	555,000	2,836	220,272	39.7%
5420-52 CFC CAR RENTAL FEES	208,800	344	68,424	32.8%

CENTRAL WISCONSIN AIRPORT
Disbursements - June 2020

	2020 BUDGET	THIS MONTH	2020 YTD	YTD % of BUDGET
PERSONAL SERVICES				
SALARIES	\$386,256.00	\$34,036.80	\$199,415.20	51.6%
WAGES	\$783,137.00	\$43,413.14	\$318,952.25	40.7%
EMPLOYEE BENEFITS	\$18,500.00	\$194.86	\$2,891.77	15.6%
EMPLOYER CONTRIBUTIONS	\$511,496.00	\$32,820.20	\$248,765.90	48.6%
SUB TOTAL	\$1,699,389.00	\$110,465.00	\$770,025.12	45.3%
CONTRACTUAL SERVICES				
PROFESSIONAL SERVICES	\$206,000.00	\$61,136.74	\$129,346.38	62.8%
UTILITY SERVICES	\$276,000.00	\$21,839.61	\$104,879.73	38.0%
REPAIR-MAINT/STREETS	\$8,000.00	\$1,560.00	\$1,560.00	19.5%
REPAIR-MAINT EQUIP/BUILDINGS	\$85,000.00	\$1,518.92	\$49,129.18	57.8%
CONTRACTUAL SERVICES	\$110,000.00	\$13,419.83	\$33,268.78	30.2%
SUB TOTAL	\$685,000.00	\$99,475.10	\$318,184.07	46.5%
SUPPLIES & EXPENSES				
OFFICE SUPPLIES	\$7,000.00	\$185.78	\$2,328.42	33.3%
ADVERTISING/MEMBERSHIP/DUES	\$85,700.00	\$2,772.78	\$44,092.02	51.4%
TRAVEL	\$21,800.00	\$1,073.34	\$8,242.01	37.8%
OPERATING SUPPLIES	\$181,500.00	\$6,355.02	\$83,988.38	46.3%
REPAIR/MAINT SUPPLIES/GASOLINE	\$170,000.00	\$2,301.50	\$42,249.94	24.9%
CONSUMABLE TOOLS/SUPPLIES	\$5,000.00	\$79.21	\$1,769.84	35.4%
SUB TOTAL	\$471,000.00	\$12,767.63	\$182,670.61	38.8%
BUILDING MATERIALS				
METAL PRODUCTS	\$3,000.00	\$0.00	\$468.64	15.6%
WOOD PRODUCTS	\$500.00	\$0.00	\$0.00	0.0%
RAW MATERIALS/RWY PAINT	\$30,000.00	\$0.00	\$0.00	0.0%
ELECT FIXTURES/RWY SIGNS	\$5,000.00	\$0.00	\$0.00	0.0%
ASPHALT/ASPHALT FILLER	\$45,000.00	\$0.00	\$0.00	0.0%
SUB TOTAL	\$83,500.00	\$0.00	\$468.64	0.6%
FIXED CHARGES				
INSURANCE/OTHER LOSSES	\$78,000.00	\$0.00	\$76,752.60	98.4%
CAPITAL OUTLAY				
CAPITAL EQUIPMENT	\$348,000.00	\$5,430.00	\$37,722.77	10.8%
CAPITAL IMPROVEMENTS	\$194,000.00	\$9.46	\$9.46	0.0%
SUB TOTAL	\$542,000.00	\$5,439.46	\$37,732.23	7.0%
TOTALS	\$3,558,889.00	\$228,147.19	\$1,385,833.27	38.9%

2019-2020 CWA Budget Summary YTD - June

	<u>June YTD - 2020</u>	<u>June YTD - 2019</u>	<u>% CHANGE</u>
Airfield	\$223,231	\$271,377	
Control Tower	\$0	\$0	
Hangar	\$50,086	\$50,222	
Maintenance Shop	\$515	\$2,532	
Net Lease	\$135,336	\$102,792	
Parking	\$353,695	\$676,952	
Terminal Area	\$508,611	\$587,463	
Misc.	\$57,426	\$19,072	
Total Revenues	\$1,328,900	\$1,710,410	-22.31%
Personal Services	\$770,025	\$790,807	
Contractual Services	\$318,184	\$268,092	
Supplies and Expense	\$182,671	\$291,843	
Building Materials	\$469	\$21,926	
Fixed Charges-Insurance	\$76,753	\$69,904	
Capital Outlay	\$37,732	\$36,413	
Total Expenses	\$1,385,833	\$1,478,985	-6.30%
Revenue over Expense	-\$56,933	\$231,425	