

**CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING**  
**Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin**  
**October 18, 2019, 8:00 a.m.**

- 1) Call to Order by Chair Jim Zdroik at 8:00 a.m.
  - a) Pledge of Allegiance
- 2) Approval of Minutes of the September 20, 2019 Board Meeting
- 3) Public Comment Period: 15-minute time limit
- 4) National Airports Conference Summary
- 5) Blind Rooster One-Year Presentation
- 6) Review and Possible Action on Land Lease and Use Agreement Ascension WI Spirit Medical Transport
- 7) Review and Possible Action on Design Services Contract with Becher Hoppe Associates, Inc.
- 8) Review and Possible Action on 2019 Fund Balance Transfer
- 9) Staff Reports
  - a) Director Report
    - i) Statistics – September 2019
    - ii) Flight Schedule
    - iii) Marketing Update
    - iv) Legislative Update
    - v) Other Items of Interest
  - b) Operations and Maintenance Report
    - i) Shop Improvements
    - ii) Staffing Update
    - iii) Other Items of Interest
  - c) Financial Reports
    - i) Revenues and Expenses – September 2019
    - ii) Other Items of Interest
  - d) Project Reports
    - i) 2019 FAA Grant Update
    - ii) Passenger Boarding Bridge/Concourse Project
    - iii) Runway 17/35 Design Effort
    - iv) Other Items of Interest
- 10) Adjournment
- 11) Next Meeting Date: November 15, 2019 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](mailto:infomarathon@co.marathon.wi.us) one business day before the meeting.*

**CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING**  
**CENTRAL WISCONSIN AIRPORT TERMINAL**  
**Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin**  
**September 20, 2019 - 8:00 a.m.**

Airport Board:	Jim Zdroik, Chair John Durham Jeff Zriny Dave Ladick	Sara Guild, Vice Chair Leonard Bayer Lonnie Krogwold
Staff:	Brian Grefe, Airport Director Dave Drozd, Finance Julie Ulrick, Badging Coordinator	Mark Cihlar, Planning & Development James Olson, Dir. of Operations & Mnt James Wood, Maintenance Supervisor
Visitors:	Randy Van Natta, Becher Hoppe	

Meeting called to order by Chair Zdroik at 8:00 a.m.

***Motion by Ladick, second by Zriny to approve the minutes of the August 16, 2019 board meeting. Motion carried unanimously.***

**Public Comment Period:** None.

**Review and Possible Action on CWA Annual Operations, Maintenance and Capital Budget for 2020:**

2020 Revenues and Expenses balance out at \$3,884,787, an 11.49% increase over 2019, with no tax levy requested. An increase in revenues is expected from additional agricultural land leases and a continued increase in sales in the post security café and gift shop concessions. Building Materials will see an increase for resealing CWA Drive and one parking lot, and an increase in Capital Outlay for parking system upgrades and ineligible portions of the concourse remodel project. There will be one minor change made to the presented budget due to a slight increase in health insurance costs. The corrected budget will be presented at the Joint Finance Committee meeting.

2020 Capital Improvement items include: Airfield mowing/maintenance vehicle upgrades - \$38,000; IT/phone upgrades - \$50,000; parking lot access control system upgrade - \$260,000; concourse remodel project - \$194,000 for a total of \$542,000 in capital expenses.

Debt service payments for 2020 total \$607,362, and will be paid with \$72,665 in PFC funds, \$208,800 in CFC funds and \$325,898 from the operations and maintenance budget.

***Motion by Ladick, second by Krogwold to approve the annual CWA operations, maintenance and capital budget as presented, including the health insurance contingency. Motion carried unanimously.***

**Review and Possible Action on Permanent Utility Easement on Airport Property:**

Three electric utility lines run underneath the airport's runways and Wisconsin Public Service (WPS) is planning to replace two of the three lines and abandon the third in place. The first is a 3-phase main power line that crosses under runway 17/35 that WPS would like to reroute to the south of airport property, then partially remove parts of the line under 17/35 and abandon the remaining line in place during the runway reconstruction project. The second line that runs under runway 17/35 powers the runway 35 Instrument Approach System Glideslope Antenna. WPS has requested the proposed easement to re-route this line to eliminate the runway crossing and would leave the existing line abandoned in place. The easement provides WPS access to install a new power line from Piper Cub Ln. from the south, onto airport property to the existing Glideslope Antenna. The FAA has reviewed the easement and staff is waiting on a formal letter of approval. All costs involved with the work will be the responsibility of WPS and will not require airport funds.

***Motion by Bayer, second by Zriny to approve the Wisconsin Public Service permanent utility easement and to forward the easement to both full county boards for approval. Motion carried unanimously.***

**Review and Possible Action on Temporary Limited Easement on Airport Property:**

The State of Wisconsin Department of Transportation (DOT) is planning to repave a portion of Highway 153 in 2020, including the section of highway that provides access to airport property. The DOT has requested a temporary limited easement on approximately 160 sq. ft. of grassy area near CWA Drive's exit to Highway 153. The easement would expire when the project is complete and has no financial impact on the airport. ***Motion by Durham, second by Guild to approve the Department of Transportation temporary limited easement and give authority to the Airport Director to sign off on the easement.***

**Staff Reports:**

**Director Report – Brian Grefe:**

Statistics – August 2019 statistics continue on a positive trend. Total operations are up 11.3% on the month with ATCT operations up 2.8% on the month. Enplanements are up 10.9% on the month for a 14.2% increase on the year. Load factors range from 80.8% to 86.8%.

Flight Schedule – The flight schedule remains unchanged. Delta will be pulling one seasonal MSP flight, with hopes of it returning after the first of the year. United is expected to drop one seasonal flight as well. American appears to be keeping their schedule of three daily consistently, with an additional flight scheduled over the Thanksgiving holiday.

Legislative Update – Lawmakers will remain focused on government funding matters, with the Senate Appropriations Committee marking up a FY 2020 DOT/FAA spending bill and the House considering a stopgap appropriations measure to avoid a government shutdown on October 1. The House-passed version of the DOT/FAA appropriations bill proposed an additional \$500 million for airport infrastructure projects on top of \$3.35 billion in regular AIP funding.

House and Senate lawmakers over the coming weeks will try to finalize a defense authorization bill and consider a House-passed proposal that would require the EPA to designate PFAS as a hazardous substance. If enacted into law, the proposal could lead to extensive and costly litigation and clean-up efforts at airports that are required by federal regulation to use firefighting foam that contains PFAS and have no approved alternatives.

TSA PreCheck Event – Week of October 21<sup>st</sup> – Another TSA PreCheck enrollment event at CWA has been scheduled for the week of October 21<sup>st</sup>. Recently, local TSA operations changed by utilizing a standardized line to aid in the morning rush by mixing PreCheck passengers with standard passengers, however, the challenge was that PreCheck individuals were not receiving the full benefits of the program and were not satisfied with the change. A second security screen lane would be the optimal solution.

Other Items of Interest – The last Never Forgotten Honor Flight that flew out on Labor Day was scheduled to come back 10:00 p.m., but D.C. had inclement weather as did central Wisconsin. The flight was diverted several times and did not arrive until 8:30 a.m. the next morning.

**Operations and Maintenance Report – James Olson:**

Annual FAA Certification Inspection – The annual FAA certification inspection was held August 21-23 with a new inspector assigned this year. A few items were in need of correction, including replacement of faded signage and the purchase of additional firefighting tools. Overall, the inspection went very well.

Other Items of Interest – Equipment is being prepared for winter operations and should be ready mid-October. Crews will go through refresher training on the equipment for improved operations.

**Financial Reports – Dave Drozd:**

Revenues and Expenses – Revenues for August are on track at 67% of budget. CFCs are doing very well at 75.2% and PFCs follow at 72.0%. Parking is doing very well at 65.8%. Disbursements for August end at 65.4% of budget and are also on track.

Other – CWA will be participating for the first time in the Portage County Business Council Job Fair being held at the Holiday Inn Convention Center in Stevens Point. The airport will be seeking seasonal help and other airport tenants that plan on attending include TSA, Endeavor Air and the Blind Rooster.

**Project Reports – Mark Cihlar:**

Passenger Boarding Bridge Project – Two new boarding bridges have been installed and are in place and the third is being removed. Unfortunately, only the original bridge is functional right now. There have been a number of issues, including multiple failed drive motors, a bag valet hoist system failure, a hoist system that was not installed and a structural issue with one of the bridge floors. JH Findorff has been very responsive to concerns and are looking to determine root causes of the issues.

2019 FAA Grant Update – The FAA grant has not been received as of yet and is awaiting formal announcement from the office of the Secretary of Transportation. PFC Application #5 was approved, which will allow for the new snow removal equipment to be ordered. Approval of the PFC Application also means that runway 17/35 determination is complete, setting the course for the next five years for the runway decoupling and reconstruction project.

Other Items of Interest – None.

The next regular session of the Board is scheduled for October 18, 2019 at 8:00 a.m.

***9:34 a.m. Motion by Krogwold, second by Guild to adjourn. Motion carried unanimously.***

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Julie Ulrick, Recording Secretary



## Agenda Item Summary

**Airport Board Meeting Date:** October 18, 2019

**Agenda Item Title:** #6) Review and Possible Action on Land Lease and Use Agreement Ascension WI Spirit Medical Transport

**Staff Responsible:** Brian Grefe, Airport Director

**Background:** In September, representatives from Ascension WI Spirit Medical Transport requested a meeting with airport staff to compare CWA lease rates with other area airports. Airport staff had the rates and a lease template prepared for the meeting. After the meeting with the assistance of airport engineers - Becher-Hoppe and airport architects - Jviation, airport staff prepared a package visually showing what the Ascension development would look like at the Central Wisconsin Airport. After a period of information gathering, On September 25, 2019, Ascension gave notice that they intended to build the hangar project at CWA.

Since then, the Ascension project team, with the assistance of Becher-Hoppe and airport staff, have diligently been surveying and developing a site plan to ensure their hangar development begins construction this year. The project will consist of an 18,272 square foot hangar built on a 74,860 square foot lot leased from the airport. The hangar is sized to accommodate two medical helicopters, a fixed wing medical transport aircraft, and ambulance parking. The project is detailed on the attached sheet. The hangar is designed by Eppstein Uhen Architects (EUA) and will be built by Ellis construction.

The Land Lease and Use Agreement presented today has been negotiated in good faith and reviewed by Marathon County Corporation Counsel.

**Timeline:** Key schedule items for the Ascension project are: Joint Airport Board Approval (10-18-19), Mosinee City Plan Commission Approval (11-06-19), State Plan Revision Review Complete (11-13-19), Construction Start (11-18-19). The project is anticipated to be complete by August 28, 2020.

**Financial Impact:** Based on current airport rates and charges, this lease will generate an additional \$20,968 in airport revenue. This is a ten year agreement with four 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 the 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.

**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. The indirect impacts of this type of operation will also benefit the airport and other tenants. Ascension Spirit Medical will be purchasing fuel from Central Wisconsin Aviation. The hangar will be staffed 24 hours a day.

**Recommended Action:** Airport staff enthusiastically recommends to the Central Wisconsin Joint Airport Board to approve the "Land Lease and Use Agreement" with Ascension WI Spirit Medical Transport.

*Serving Wausau, Stevens Point and the Central Wisconsin Region*



## LAND LEASE AND USE AGREEMENT

between

Central Wisconsin Airport Joint Airport Board

and

Ascension St. Claire's Hospital, Inc., d/b/a Ascension WI Spirit Medical Transport

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## LAND LEASE AND USE AGREEMENT

THIS LAND LEASE AND USE AGREEMENT ("**Lease**"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 Ascension St. Claire's Hospital, Inc., d/b/a Ascension WI Spirit Medical Transport", a Wisconsin non-stock corporation (hereinafter referred to as "**Lessee**"), a corporation with its office and address being 400 W. Riverwoods, Parkway, Glendale, WI 53323.

### 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 (the "CWA").

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

WHEREAS, Airport deems it advantageous to itself and its operation of CWA 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 the CWA.
2. "Airport Certification Manual" shall mean the manual for the 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 the 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 the CWA are held to compliance on consisting of commercial operating requirements, lease requirements, minimum insurance, and other pertinent requirements, currently known as The Central Wisconsin Airport Rules and Regulations Ordinance as set forth in the General Code of the County of Marathon, currently found at [https://library.municode.com/wi/marathon\\_county/codes/code\\_of\\_ordinances?nodeId=CH23AI\\_GEP\\_R\\_S23.02DE](https://library.municode.com/wi/marathon_county/codes/code_of_ordinances?nodeId=CH23AI_GEP_R_S23.02DE)). The Airport's Minimum Standards are amended from time to time by the Airport, with such amendments being provided to Tenant by 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. "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.
17. "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 the CWA (known as The Central Wisconsin Airport Rules and Regulations Ordinance as set forth in the General Code of the County of Marathon, currently found at [https://library.municode.com/wi/marathon\\_county/codes/code\\_of\\_ordinances?nodeId=CH23AI\\_GEP\\_R\\_S23.02DE](https://library.municode.com/wi/marathon_county/codes/code_of_ordinances?nodeId=CH23AI_GEP_R_S23.02DE)).
18. "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.
19. "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.
20. "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 74,860 square feet (18,272 sq. ft. building, 56,588 sq. ft. land, parking and apron) and further shown in Exhibit A (hereinafter, the “Leased Premises” or “Premises” or “premises”). Lessee shall have the non-exclusive right, in common with Airport and others to whom Airport may grant such rights, in its sole and absolute discretion, to use and enjoy those access ways, runways, taxiways, aprons, roadways and other conveniences of the take-off, flying and landing of aircraft, and other improvements, areas and real estate located on CWA as Airport may designate from time to time as being for the common use and enjoyment of all invitees to CWA and tenants of the Airport (hereinafter referred to as the “Common Areas”). Notwithstanding any provision contained herein to the contrary, Airport shall have the right from time to time to add, remove, alter, modify, reconfigure, reduce, promulgate rules regarding, restrict, unrestrict or relocate the Common Areas without the necessity of obtaining Lessee’s consent or approval; provided, however, Airport shall not in the exercise of such rights, (a) materially and adversely impair Lessee’s access to the Leasehold Improvements, other than on a temporary basis, or (b) cause the Leasehold Improvements to cease to comply with applicable law in any material respect; provided, that Airport’s activities shall not materially interfere with Lessee’s ability to use the Leased Premises, and Airport covenants and agrees that at all times Lessee and invitees shall have nonexclusive access to the Common Areas, the Leased Premises and the Leasehold Improvements (subject to temporary closures or restrictions for repair, restoration, reconstruction and maintenance work and subject to applicable security laws and regulations including, but not limited to 49 CFR Part 1540 and 49 CFR Part 1542).
2. Lessee agrees that its Leased Premises have been inspected by Lessee and are accepted and will be occupied by Lessee on an “as is” basis. The Lessee specifically waives any covenants or warranties regarding the Leased Premises, including but not limited to any warranty of suitability and warranty of fitness. Airport and Lessee shall mutually agree to any increases in the amount of space leased herein.

## SECTION 2 – TERM

*Subsection 2.1 Primary Term:* The term of this Lease is for a ten (10) year period commencing on

November 1, 2019 and terminating on October 31, 2029, unless sooner terminated or canceled as hereinafter provided.

Subsection 2.2 Extended Term: Lessee has the option to renew this lease for four (4) 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. Each renewal shall be on the same terms and conditions as in this Lease, with Rent to be adjusted for such renewal in accordance with Section 5 below.

### **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 to construct and operate a medical aircraft and ambulance storage and maintenance hangar, including the right to store all equipment necessary for the use of the Lessee's helicopter(s), airplane(s) and ambulance(s), and all related lawful functions including living and office quarters for pilots, maintenance and medical crews.
2. Lessee shall, at its sole cost and expense, construct the medical storage and hangar (the "Project") and other improvements in accordance with the terms and provisions set forth in the development plans, which include a layout of the architectural, structural, mechanical and electrical systems for the Project (the "Plans") prepared by Eppstein Uhen Architects (the "Architect") in Project Number \_\_\_\_\_, attached hereto as Exhibit B, which Plans have been approved by Airport. On or after the Effective Date, Lessee will cause Lessee's contractor to complete construction of the Project. Lessee shall supervise the construction of the Project so that it is constructed in a good and workmanlike manner and in accordance with the Plans, this Lease and applicable law. Construction of the Project, once undertaken, shall proceed in a continuous and reasonably expeditious manner until completion of the Project is achieved, subject to delays due to force majeure. Lessee will be responsible for obtaining all necessary approvals, permits and certificates of occupancy for the Project. The Lessee shall complete construction of the Project no later than 24 months following the execution of this lease.
3. Said premises are not to be used for any business or purpose other than that authorized herein without the written consent of Airport.
4. 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.
5. The right of ingress and egress to and from the Leased Premises, over CWA roadways, is subject to such Rules and Regulations as may be established by Airport as respecting such use and subject to applicable law.
6. The non-exclusive use, in common with others authorized to do so, of the Common Areas, is subject to uniform Rules and Regulations and Minimum Standards of Airport, which are made a part of this Lease. Airport has provided such Rules and Regulations and Minimum Standards in writing to Lessee prior to execution of this Lease (known as The Central Wisconsin Airport Rules

and Regulations Ordinance as set forth in the General Code of the County of Marathon, found at [https://library.municode.com/wi/marathon\\_county/codes/code\\_of\\_ordinances?nodeId=CH23AI\\_G\\_EPR\\_S23.02DE](https://library.municode.com/wi/marathon_county/codes/code_of_ordinances?nodeId=CH23AI_G_EPR_S23.02DE)) and agrees to provide any amendments to Lessee in writing, if any amendments should be made thereto. If this Lease and the Rules and Regulations or Minimum Standards conflict, the Rules and Regulations and Minimum Standards take precedence.

7. 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 so long as Lessee's rights and privileges under this Lease are not materially affected.

*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, annually on the first day of each Lease Year, the following amounts for the rental of the Leased Premises, beginning on the Commencement Date.
  - a) Structure: For the area containing the structure, Lessee shall pay Two Thousand Seven Hundred Ninety-Eight and 06/100 Dollars (\$2798.06) for a period beginning on the Commencement Date until February 29, 2020, due on the Commencement Date. This amount is based upon \$0.4594 per square foot per year for space leased (18,272 sq. ft.) as described in Section 1 herein. (Thus, 18,272sq. ft. X \$0.4594 / 12mos X 4mos = \$2798.06.) Thereafter, Lessee shall make the annual rent payment to Airport, beginning on March 1, 2020 and every March 1 thereafter, in the amount of the current annual rate (as may be adjusted according to Subsection 1(c) below) multiplied by 18,272 sq. ft.
  - b) Land, Apron, and Vehicle Parking: For the land, apron and vehicle parking, Lessee shall pay Four Thousand One Hundred Ninety-One and 29/100 Dollars (\$4191.29) for a period beginning on the Commencement Date until February 29, 2020, due on the Commencement

Date. This amount is based upon (\$0.2222 per square foot per year for land leased 56,588 sq. ft. as described in Section 1 herein. (Thus, 56,588 sq. ft. X \$0.2222 / 12mos X 4mos = \$4,191.29.). Thereafter, Lessee shall make the annual rent payment to Airport, beginning on March 1, 2020 and every March 1 thereafter, in the amount of the current annual rate (as may be adjusted according to Subsection 1(c) below) multiplied by 56,588 sq. ft.

- i) Land rates are subject to fee adjustments at the end of the ten-year Primary Term and each Extended Term based on current Airport Rates and Charges as amended from time-to-time. Land rate adjustments shall be provided to Lessee in writing thirty (30) days prior the conclusion of the adjustment period.
  - c) CPI Index. Beginning on March 1, 2020 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, 2020 and each successive March 1<sup>st</sup> 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 Lease Year, the applicable rentals, fees, and charges for that month shall be paid pro-rata according to the number of days in that Lease Year during which said privileges were enjoyed.
  6. Any and all payments due to the Airport by Lessee shall be remitted to the following address:  
Central Wisconsin Airport  
%Marathon County Treasurer  
500 Forest St.  
Wausau, WI 54403

## **SECTION 6 – DEFAULT**

*Subsection 6.1 Lessee Default and Airport Remedies.* 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, 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 Lease, 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.

Subsection 6.2 Airport Default and Lessee's Remedies. If Airport fails to perform any act to be performed by Airport hereunder or to comply with any provision, condition or covenant contained herein and such failure continues for more than thirty (30) calendar days after written notice of such failure is delivered to Airport, or in the event of a default which cannot with due diligence be cured (e.g., because of force majeure or other similar cause) within such thirty (30) day period to cure said default and to prosecute the curing of such default with due diligence and to complete the curing of said default within a reasonable time thereafter, Lessee shall have the right to: (a) allow the default to continue and reduce the payment of rent by reason of the default, but in no case shall rent be reduced by more than the actual, direct cost or compensatory damages to lessee; (b) terminate this Lease upon written notice to the Airport effective either on the date of such notice or on any later date specified in such notice. Lessee's obligation under this Lease including, without limitation, Lessee's obligation to pay rent or make any other payments to Airport under this Lease shall cease, and this Lease shall terminate on the date specified in the notice. Notwithstanding anything to the contrary herein, if an Airport default occurs consisting or amounting to dispossession of the Lessee, Lessee may immediately elect to exercise its remedies hereunder irrespective of any Airport cure period hereunder. All of Lessee's rights, as stated in this Lease, are cumulative and additional to any other remedy that the Lessee might have at law or in equity.

## **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 Project, and any subsequent alterations or additions to such improvements, shall be subject to the prior written approval of Airport Director, although minor Refurbishment of the Leased Premises by Lessee will not require prior consent 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. 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's reasonable 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 the Project and 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, title to the Leasehold Improvements will revert to Airport without payment by Airport. Lessee will execute all appropriate documents to vest title in the Leasehold Improvements to the Airport.

*Subsection 10.3 Title upon Termination Prior to Expiration.*

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

*Subsection 10.4 Construction of New Facility.* In the event Lessee desires to construct a new hangar or remodel the existing facility, Lessee shall notify Airport of its intentions no later than 120 days prior to the desired termination date of this Lease. This Lease may be terminated upon construction of a new hangar or the remodeling of an existing hangar at CWA and upon written agreement between the Lessee and Airport with the date of said termination corresponding with the start date of the new facility. Termination of this Lease shall be provided for in the new lease agreement.

## **SECTION 11 - MAINTENANCE OF PREMISES**

*Subsection 11.1 Airport Maintenance Obligations.*

1. General Maintenance and Operation. Airport agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the CWA.
2. Maintain Access. Airport shall, maintain all airport-owned roads on the CWA 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 Leasehold Improvements (except for minor Refurbishments) requires advance written approval from the Airport, which approval will not be unreasonably withheld or delayed.
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 caused by Lessee its contractors, agents employees or invitees shall be corrected immediately at no cost to Airport. At the direction of said Airport Director, Lessee shall close the Leased Premises until such hazardous or potentially hazardous condition is removed. Said closure is not to exceed 10 days unless applicable law requires closure.
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 CWA 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 reasonably approved by the Airport.
6. Snow Removal. Lessee shall be responsible for the removal of snow on the Leased Premises.

**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. Lessee, at its sole cost and expense, shall provide the Leased Premises with connecting lines for public water, sanitary sewer service, storm water drainage, electric, gas, telephone and all other necessary utilities and other services from the CWA to the boundary lines of the Leased Premises.

*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 CWA, 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. Airport will be responsible to repair any damage to the Leased Premises and Leasehold Improvements and restore same to Lessee's reasonable satisfaction, at Airport's sole cost and expense.

## **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, invitees, except in compliance with Environmental Laws, as hereinafter defined, and approved in advance by Airport Director. Airport shall remain responsible for any pre-existing contamination of the Premises or the Airport.

*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 which Lessee brings on or about the Leased Premises in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous Materials. Except for lawful discharges approved in advance by Airport Director, Lessee will cause any emissions or releases, or 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

this 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 Lessee, 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 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 by the Airport, its agents, contractors, invitees 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 CWA 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.

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

The parties' obligations under this subsection 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, which consent will not be unreasonably withheld or delayed.
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 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 said 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.* (a) To the fullest extent allowable by law, Lessee hereby indemnifies and shall defend and hold harmless, at Lessee's expense, Airport, its elected and appointed officials,



committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, reasonable attorney's fees (including in-house counsel legal fees), 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 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 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 reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Lessee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Airport, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

(b) Airport shall indemnify and save Lessee harmless against and from any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, reasonable attorney's fees (including in-house counsel legal fees), 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 by reason of any act, omission, fault, or negligence, whether active or passive of Airport, or of anyone acting under its direction or control or on its behalf in connection with or incident to exercise of the rights, covenants and the performance under this Lease, regardless if liability without fault is sought to be imposed on Lessee. Airport's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the negligence of Lessee, its officers, employees or agents.

This indemnity provision shall survive the termination or expiration of this lease.

*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 from time-to-time:

1. General Liability Insurance of not less than \$5,000,000.00 per occurrence for bodily injury, personal injury and property damage;

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

Lessee may satisfy such requirements through a combination of primary and excess insurance.

Furthermore, Lessee's insurance may be furnished through consolidated insurance policies with a parent organization and through a program of funded self-insurance.

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

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

*Subsection 17.5 Proof of Insurance.* Lessee shall furnish Airport a certificate, or memorandum, 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 Project and Leasehold Improvements by Lessee upon the Leased Premises, and such certificate, or memorandum, 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 or memorandum 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(s) or memoranda 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 CWA, 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 CWA, 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 CWA, 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 CWA, 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 CWA, 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 within a two (2) calendar years period. 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, and after reasonable notice to Lessee (unless for the purposes of airport security or life safety) 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 the event of such holdover in accordance with commercially reasonable methods. 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 CWA, and it will issue and enforce rules and regulations with respect thereto for all portions of the CWA.

## **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 CWA for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the CWA.

## **SECTION 26 - RIGHTS AND PRIVILEGES OF AIRPORT**

1. Airport shall have the right to enforce, and adopt from time to time, the Rules and Regulations, which Lessee agrees to observe and obey after receipt from Airport of same, with respect to the use of the CWA, 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 Airport's 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 CWA, including the Leased Premises (excluding the structure), existing vehicle and pedestrian traffic patterns, as the Airport deems appropriate, regardless of the desires or views of Lessee, and without interference or hindrance, so long as Lessee's ingress and egress to the Leased Premises by its aircraft or emergency vehicles is not unreasonably affected, and in such event Airport will restore the Leased Premises to a substantially similar condition as existed prior to such development, to Lessee's reasonable satisfaction, at Airport's sole cost and expense.
5. During the time of war or National Emergency, Airport shall have the right to lease the landing area of the CWA, or any part of CWA, thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.
6. All facilities of the CWA 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 CWA, and the right to pursue all operations of the CWA.
8. Airport reserves the right to take any action it considers necessary to protect the aerial approaches of the CWA against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the CWA, which, in the opinion of the Airport, would limit the usefulness of the CWA, 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 Areas of the CWA 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, except that the material terms of this Lease (i.e. Rent) will not be altered except by written consent of both Airport and Lessee.

## **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. Intentionally deleted.
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, or 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 related to CWA.

### **SECTION 32 – SEVERABILITY**

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

### **SECTION 33 – ASSIGNMENT, SUBLET, AND TRANSFER**

Lessee shall not assign, sublet, or transfer its interests or obligations under the provisions of this Lease without the prior written consent of Airport, which consent will not be unreasonably withheld, conditioned or delayed. 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. Notwithstanding anything to the contrary in this section, the initial named Lessee herein may, without Airport's consent, assign this Lease or sublease all or part of the Leased Premises to any party (herein referred to as a "Lessee Affiliate") which directly or indirectly: (i) wholly owns or controls Lessee, (ii) is wholly owned or controlled by Lessee, (iii) is under common ownership or control with Lessee, or (iv) into which Lessee or any of the foregoing parties is merged, consolidated or reorganized, or to which all or substantially all of Lessee's assets are sold.

### **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**

Nothing in this Lease contemplates any unethical activity arising between the parties hereto. Such unethical activity means 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 CWA.

**SECTION 37 – ENTIRE AND SUPERSEDING AGREEMENT**

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

**SECTION 38 – AMENDMENT**

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

**SECTION 39 – TIME COMPUTATION**

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

**SECTION 40 – NOTICES**

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

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

To the Lessee: Ascension WI Real Estate

Attn: Jennifer Recker-Jones, RPA, FMA  
4300 W. Brown Deer Road, Suite 106  
Brown Deer, WI 53212

With copy to: Office of General Counsel  
400 W. Riverwoods Parkway  
Glendale, WI 53223

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

#### **SECTION 41 – PUBLIC RECORDS LAW**

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

#### **SECTION 42 – CONSTRUCTION**

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

#### **SECTION 43 – NO THIRD PARTY BENEFICIARY**

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

#### **SECTION 44 – COMPLIANCE WITH LAW**

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

**SECTION 45 – FORCE MAJEURE**

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

**SECTION 46 – GOOD STANDING**

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

**SECTION 47 - INDEPENDENT CONTRACTORS**

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

**SECTION 48 - GOVERNMENTAL APPROVALS**

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

**SECTION 49 – AUTHORITY**

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

## **SECTION 50 – COUNTERPARTS**

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

## **SECTION 51 – SURVIVAL**

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

## **SECTION 52 – SELF FUELING OPERATIONS AND CONDITIONS**

1. In this section, Self-Fueling Operator is a person who dispenses fuel into aircraft owned by such person or legal entity, or leased from others and operated by such person or legal entity. Self-Fueling should not be confused with Self-Service Fueling, which is the act of selling fuel for aviation purposes through a credit card operated dispenser of fuels. Self-Fueling operations shall only be conducted by the Lessee or Lessee's employees.
2. Lessee is restricted from selling or dispensing fuels to other CWA users, including locally based and transient aircraft. Fueling of any aircraft not owned or leased by the Lessee is a violation of Lessee's fueling privileges and is cause for immediate lease revocation. The Lessee shall provide the Airport Director 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 \$0.05/gallon.
2. Fuel Flowage Fees are subject to increase and shall be reviewed and updated by the Airport Board from time to time.
3. Each monthly report 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: Ascension St. Claire's Hospital, Inc.,  
d/b/a Ascension WI Spirit Medical Transport

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTEST:

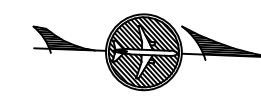
LESSOR: Central Wisconsin Airport Joint Airport  
Board

By: \_\_\_\_\_

By: \_\_\_\_\_

Board Chairman James Zdroik

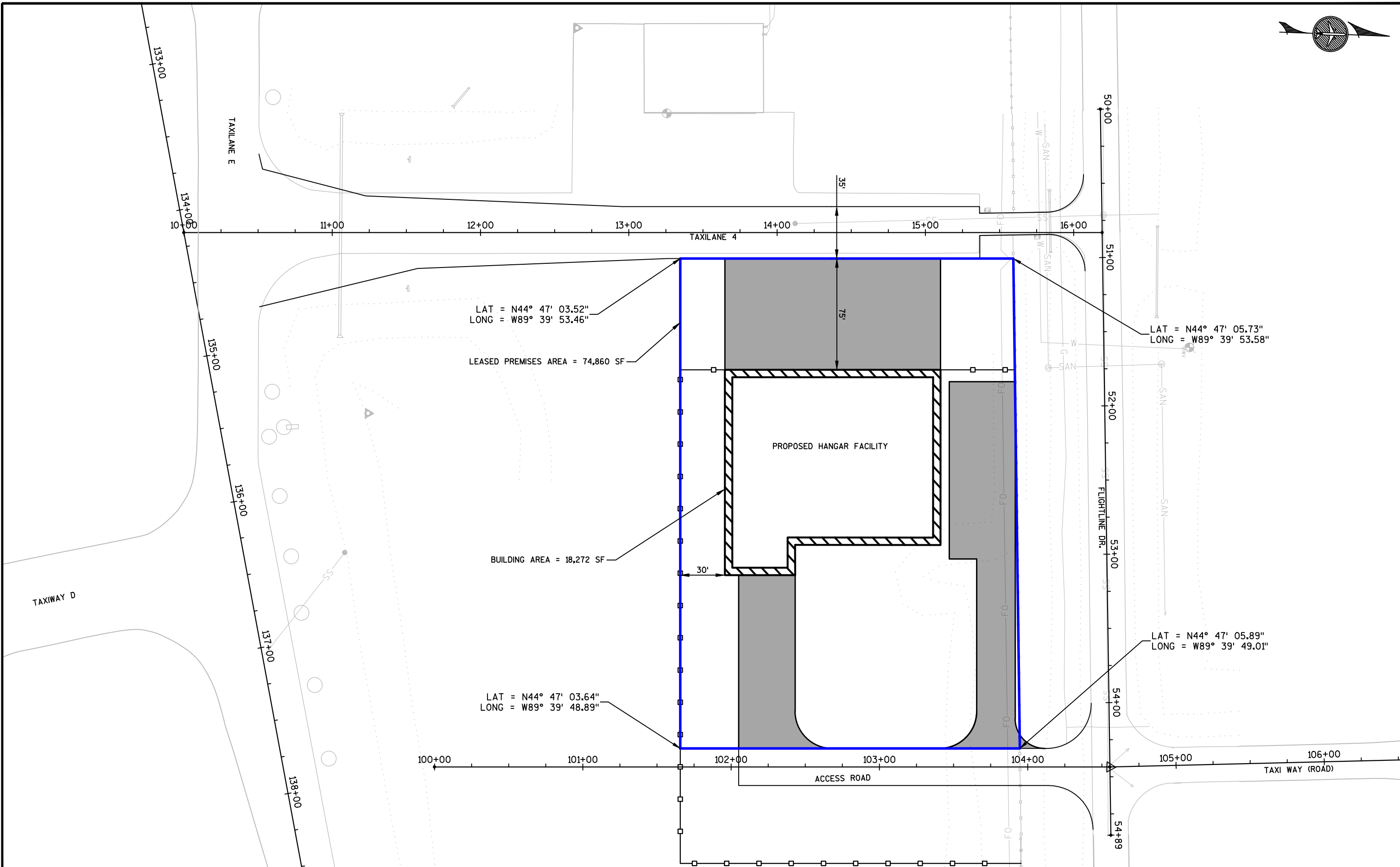
Date: \_\_\_\_\_



NONE

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FILE NAME: P:\2019\2019.016 - BOA - CWA Hangar Area\CAD\Exhibits\19016\_Lease Exhibit\_191015.dwg

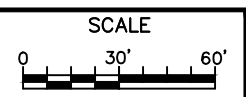
Copyright 2018, Becher-Hoppe Assoc. Inc.



330 N. 4th Street  
Wausau, WI 54403 • 715.845.8000  
becherhoppe.com

DRAWN BY: JDM  
CHECKED BY: KRK  
DATE: OCT 2019

PROJECT NO: 2019.016  
REV. DATES:



CENTRAL WISCONSIN AIRPORT

EXHIBIT A - LEASED PREMISES  
Page 34

SHEET  
A





milwaukee 333 East Chicago Street  
Milwaukee, Wisconsin 53202  
414.271.5350

madison 309 West Johnson Street, Suite 202  
Madison, Wisconsin 53703  
608.442.2590

des moines 699 Walnut Street, Suite 400  
Des Moines, Iowa 50309  
515.724.5840

denver 1899 Wynkoop Street, Suite 300  
Denver, Colorado 80202  
303.556.4500

PROJECT INFORMATION



ASC SPIRIT  
CWA HANGAR

CENTRAL  
WISCONSIN  
AIRPORT

200 CWA DRIVE  
MOSINEE, WI 54455

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
10/14/19	CWA BOARD SUBMITTAL

KEY PLAN

SHEET INFORMATION

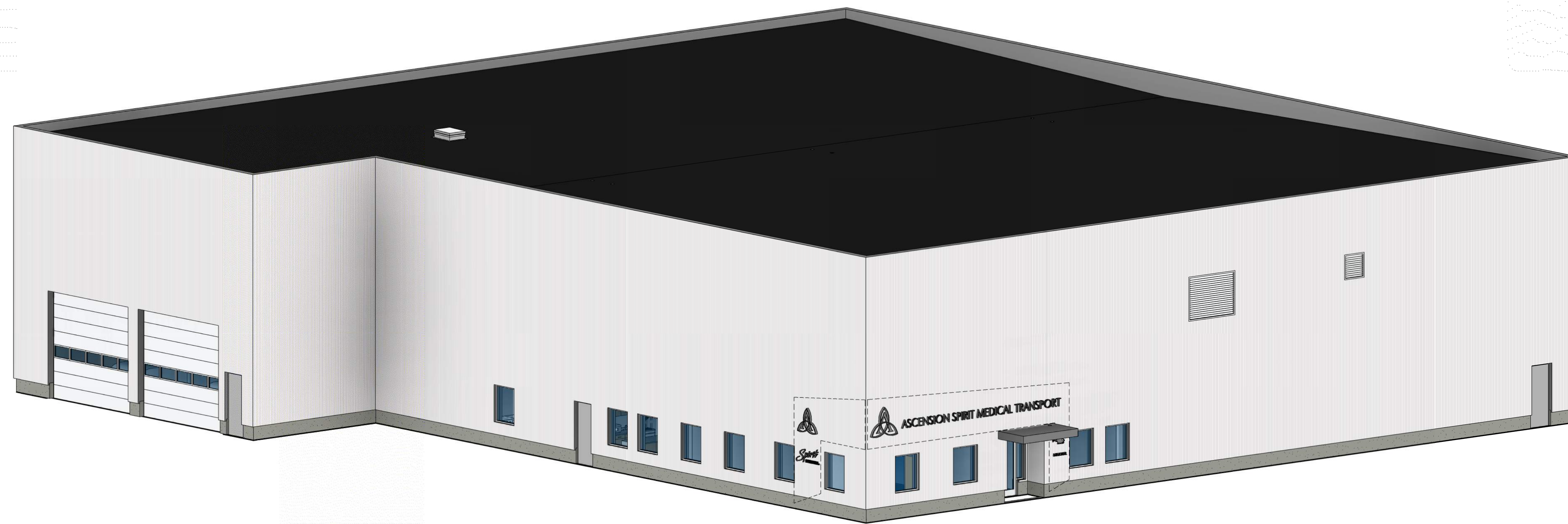
**PROGRESS DOCUMENTS  
NOT FOR CONSTRUCTION**

These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and shall not be used for final bidding or construction-related purposes.

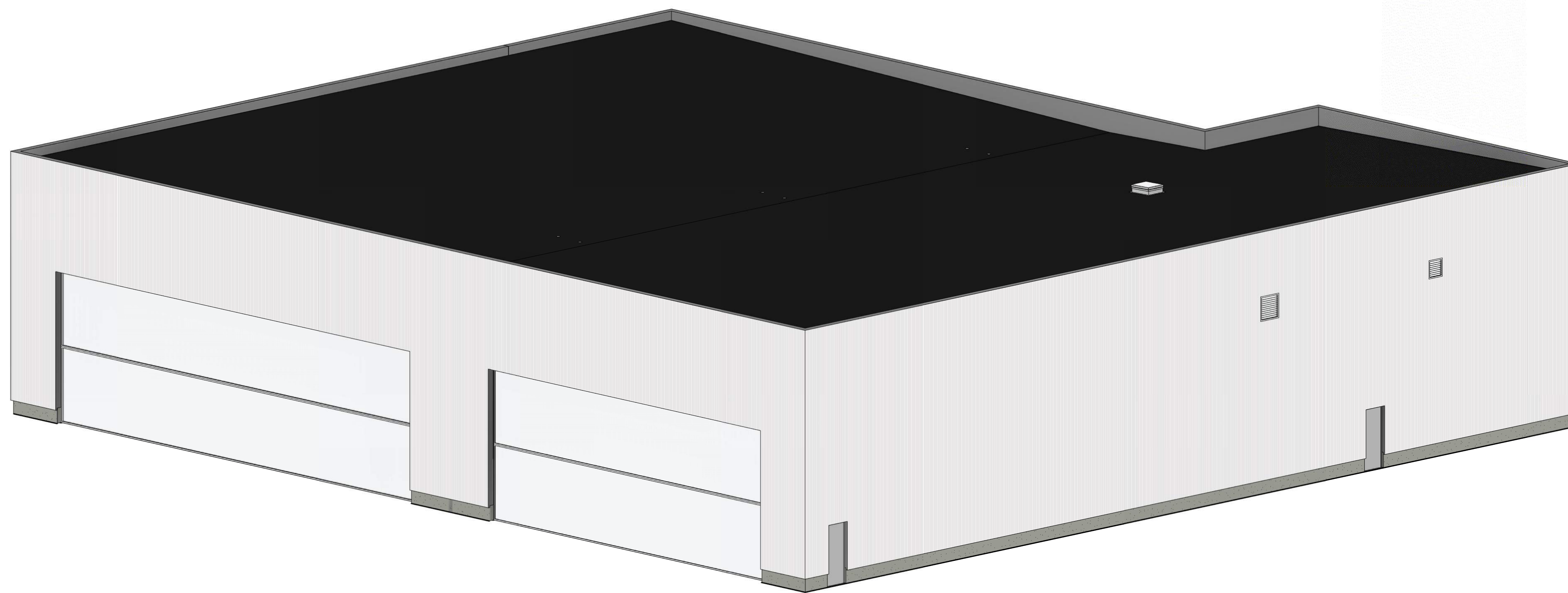
PROJECT MANAGER MJL  
PROJECT NUMBER 417394-01

RENDERED 3D  
VIEWS

**AP100A**



**C2** 3D VIEW - NORTH EAST



**A2** 3D VIEW - SOUTHWEST





milwaukee 333 East Chicago Street  
Milwaukee, Wisconsin 53202  
414.271.5350

madison 309 West Johnson Street, Suite 202  
Madison, Wisconsin 53703  
608.442.2550

des moines 699 Walnut Street, Suite 400  
Des Moines, Iowa 50309  
515.724.5840

denver 1899 Wynkoop Street, Suite 300  
Denver, Colorado 80202  
303.556.4500

PROJECT INFORMATION



ASC SPIRIT  
CWA HANGAR

CENTRAL  
WISCONSIN  
AIRPORT

200 CWA DRIVE  
MOSINEE, WI 54455

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
10/14/19	CWA BOARD SUBMITTAL

KEY PLAN

SHEET INFORMATION

**PROGRESS DOCUMENTS  
NOT FOR CONSTRUCTION**

These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and shall not be used for final bidding or construction-related purposes.

PROJECT MANAGER MJL  
PROJECT NUMBER 417394-01

RENDERED  
ELEVATIONS

**AP100B**

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C

B

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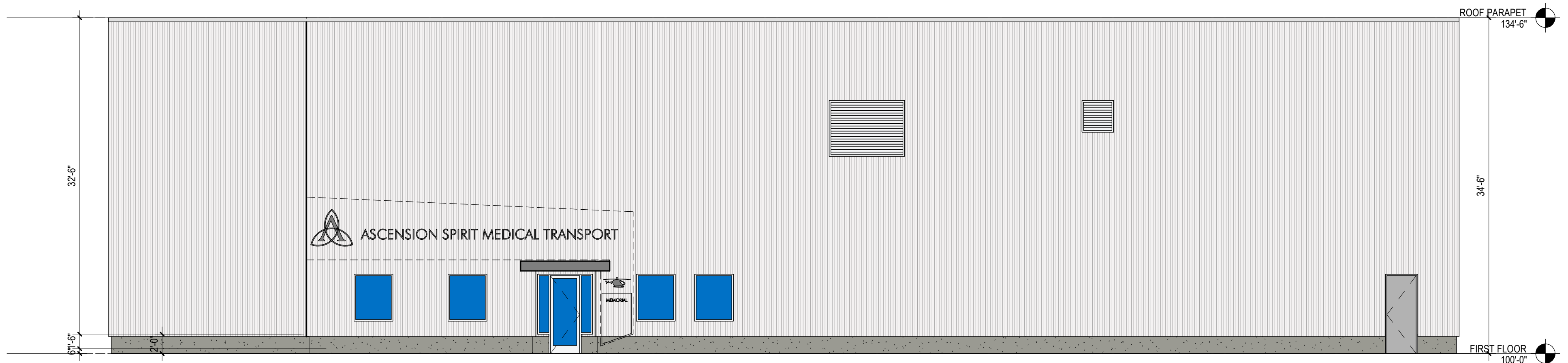
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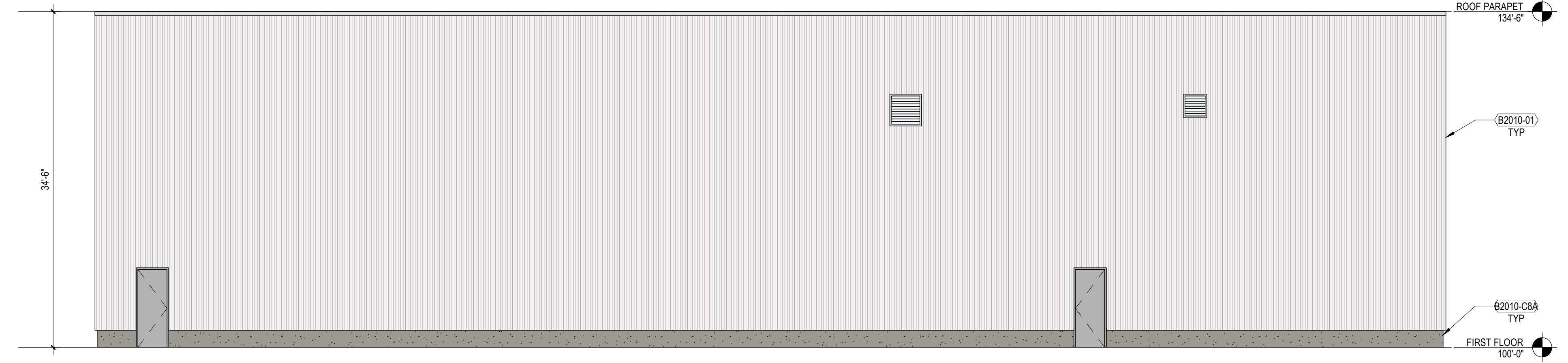
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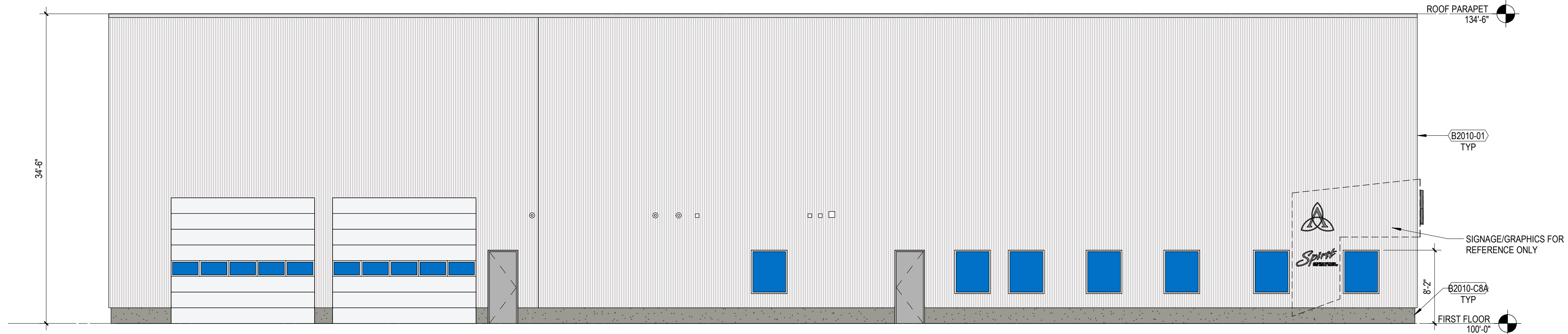
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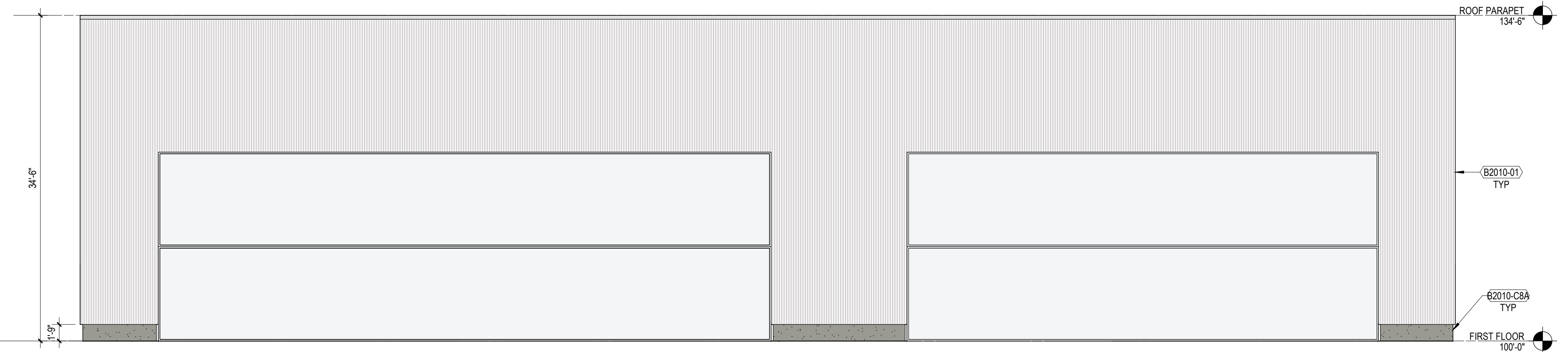
**D3** NORTH RENDERED ELEVATION  
1/8" = 1'-0"



**C3** SOUTH RENDERED ELEVATION  
1/8" = 1'-0"



**B3** EAST RENDERED ELEVATION  
1/8" = 1'-0"



**A3** WEST RENDERED ELEVATION  
1/8" = 1'-0"

1

2

3

4

5

6

7



## Agenda Item Summary

**Airport Board Meeting Date:** October 18, 2019

**Agenda Item Title:** #7) Review and Possible Action on Design Services Contract with Becher Hoppe Associates, Inc.  
#8) Review and Possible Action on 2019 Fund Balance Transfer

**Staff Responsible:** Mark Cihlar, Assistant Airport Director – Planning and Development  
Dave Drozd, Assistant Airport Director – Finance

**Background:** To accommodate the Ascension hangar complex and future general aviation development at the airport, there is a need to build or reconstruct certain common use assets in accordance with the current ongoing Airport Layout Plan discussions. Specifically, the north/south taxilane to the west of the Ascension leased area has reached end of useful life and needs to be reconstructed. Also, the airport owned road known as “Taxi Way” should be extended to better serve the Ascension leased premises and future development. Lastly, the airport security fence and access gate will need to be rerouted or replaced to accommodate the public access needs of the development area. Preliminary estimates for the total cost of this work are \$600,000.

Because these development areas are common use facilities at CWA, WisDOT Bureau of Aeronautics (BOA) has indicated that they are eligible for state funding, and the BOA has funds available to share the \$600,000 cost with CWA. Alternatives for utilities extensions will be evaluated as a part of this design effort to determine financial responsibility.

**Timeline:** This design effort will be completed in 2019 to be bid out in late 2019 or early 2020. Construction is anticipated to begin in spring of 2020 and be completed by August of 2020.

**Financial Impact:** Negotiations for this design contract will be complete on or before 10-17-2019. Cost of design is expected to be under \$45,000 and will be paid for by CWA out of the 2019 budget. This amount will count towards a portion of CWA’s share of the total project cost with the BOA.

It is unclear at this point in the budget cycle if 2019 funds will be sufficient to cover this cost. An end of year transfer from fund balance may be necessary. The current CWA fund balance is over \$2M.

**Contributions to Airport Goals:** This project supports the 2018-2019 annual goal of Managing Business Opportunities.

**Recommended Action:**

- 1) Airport staff recommends to the Central Wisconsin Joint Airport Board to approve the Design Services Contract with Becher Hoppe Associates, Inc., negotiated in good faith.
- 2) Airport staff recommends to the Central Wisconsin Joint Airport Board to approve a 2019 fund balance transfer of up to \$45,000 if needed to cover this cost.

# ATTACHMENT A

## SCOPE OF WORK

### Design Services for Central Wisconsin Airport (CWA) Mosinee, Wisconsin

### Taxilane and Access Road Improvements

CWA1012 (SAP-67)

October 14, 2019

#### Project Understanding

The Central Wisconsin Joint Airport Board (Sponsor) and the Wisconsin Department of Transportation, Bureau of Aeronautics (BOA) propose to conduct design for hangar area taxilane and access road improvements at Central Wisconsin Airport (CWA).

CWA has received notice of interest from a private corporation that intends to build a hangar at CWA. The taxilane serving the proposed hangar site is severely deteriorated, and there is not an access road for future hangars in this area. The project consists of reconstructing the taxilane, constructing a new access road, reconfiguring the fence around the proposed hangar site, and replacing the nearby motorized vehicle gate. The private corporation will be responsible for all design and construction within their lease limits. Alternatives for water and sewer extensions will need to be evaluated.

Attachment C shows the proposed improvements

Becher Hoppe Associates, Inc. (Consultant) proposes to provide the services required to meet the project expectations. The tasks included in this scope of work are as follows:

#### **PART I. PAYMENT/SCOPE OF SERVICES (Consistent with the CONTRACT FOR CONSULTANT SERVICES)**

##### **Section B. Scope of Services**

##### **1. Phase I - Preliminary Design**

###### **Item a - Design Surveys**

The Consultant will conduct topographic surveys in the taxilane and access road areas, which will be used for preliminary design and design tasks. Surveys will collect topographic data including; elevations, pavement edges, utilities, and miscellaneous objects that will be used for design and need to be accounted for during construction.

###### **Item b - Geotechnical Layout, Investigation and Report NOT INCLUDED IN SCOPE.**

**Item c - Obstruction Surveys**  
NOT INCLUDED IN SCOPE.

**Item d – Meetings & Scoping**

The Consultant formulated a scope for this contract and an associated fee proposal. The Consultant will make modifications to the scope and fee as necessary for these contract documents to be acceptable to all stakeholders.

The Consultant will conduct project meetings at the Airport for 30% design review and 90% design review. The Consultant will provide written minutes of the design review meetings.

**Item e – Coordination with Utilities**

The Consultant will coordinate with utility companies with facilities within the proposed construction area and invite them to participate in the review of the preliminary plans and technical specifications.

**Item f – Preliminary Opinion of Probable Construction Cost (OPC)**

The Consultant will prepare a preliminary OPC for the project with 30% design documents. The OPC may not be broken down by bid item, and will generally be an order of magnitude estimate.

**Item g – Preliminary Engineer’s Report**

NOT INCLUDED IN SCOPE.

**Item h – Exhibit “A” Map**

NOT INCLUDED IN SCOPE.

**Item i – Pavement Design and FAA Forms/Output**

The Consultant will perform an abbreviated pavement design for the proposed taxilane. It is not expected that the pavement design will comply with recommendations/standards contained in the FAA’s pavement design advisory circular regard frost susceptibility.

**Item j – Prepare CATEX Request**

The Consultant will complete Documented CATEX form contained in ARP SOP No. 5.1, Appendix A in accordance with Order 1050.1F. Section 106 field investigations are not included in the scope, because the WisDOT BTS will provide a review and determination for this project.

The BOA will complete DNR concurrence requests, DNR notice of intent, and tribal notifications.

**2. Phase II – Final Design**

**Item a - Final Engineer’s Report**

NOT INCLUDED IN SCOPE.

**Item b – Technical Design and Development of Construction Plans**

The Consultant will complete technical design for the proposed improvements. During design, the Consultant will prepare and submit 30%, 90%, and draft final plan sets for review and comment by the Sponsor and BOA.

The Consultant will prepare final plans for BOA approval to bid.

Plan sheets will be 11" X 17" (B) size sheets.

Design efforts and resulting plan sheets anticipated to be included are as follows:

Plan Sheets	Design Effort/Information Shown	Estimated No. of Sheets
Title sheet	Index of drawings, project number, project location, location maps, project description, bid alternate descriptions, record drawing block, stamp block, BOA review block, title block, revision block.	1
Estimated quantities	Table showing item numbers, item descriptions, estimated quantities, and units of measure.	1
Legend, abbreviations, contact info, and general notes	Topographic symbol legend, linetype legend, erosion control legend, abbreviations, project contacts, general notes.	1
Typical sections	<ul style="list-style-type: none"> <li>• Existing Typical Sections               <ul style="list-style-type: none"> <li>○ Taxilane 4</li> <li>○ Taxilane E</li> <li>○ Flightline Drive</li> </ul> </li> <li>• Proposed Typical Sections               <ul style="list-style-type: none"> <li>○ Taxilane 4</li> <li>○ Access Road</li> </ul> </li> </ul>	2
Construction safety phasing plan, points of interest and traffic control, Phase 1 – Work requiring closure of airfield pavements	<ul style="list-style-type: none"> <li>• Aerial background</li> <li>• Road, taxiway, runway, building, etc. labels</li> <li>• Alignments</li> <li>• FAA AC 150/5300-13A design surfaces</li> <li>• Traffic control requirements</li> </ul>	1
Construction safety phasing plan, points of interest and traffic control, Phase 2 – Work not requiring closure of airfield pavements	<ul style="list-style-type: none"> <li>• Aerial background</li> <li>• Road, taxiway, runway, building, etc. labels</li> <li>• Alignments</li> <li>• FAA AC 150/5300-13A design surfaces</li> <li>• Traffic control layout</li> </ul>	1
Construction safety phasing plan, summary of construction	<ul style="list-style-type: none"> <li>• Description of construction within each phase</li> <li>• Description of AOAs affected by each phase</li> <li>• Description of work hours for each phase</li> <li>• Description of required safety measures and responsibilities by contractor, airport, airlines for each phase</li> <li>• Description of contract time requirements for each phase</li> </ul>	1

Plan Sheets	Design Effort/Information Shown	Estimated No. of Sheets
Construction safety phasing plan, construction operations and safety notes (2 sheets)	Describe all general requirements contained in AC 150/5370-2G. Sections will include: <ul style="list-style-type: none"> <li>● Construction operations narrative</li> <li>● Construction phasing general description</li> <li>● Construction operations notes               <ul style="list-style-type: none"> <li>○ Areas and operations affected by construction</li> <li>○ Protection of NAVAIDS</li> <li>○ Contractor access and site management</li> <li>○ Wildlife management</li> <li>○ Foreign object debris management</li> <li>○ Hazardous materials management</li> <li>○ Notification of construction activities</li> <li>○ Inspection requirements</li> <li>○ Underground utilities</li> <li>○ Penalties</li> <li>○ Special conditions</li> <li>○ Runway and taxiway visual aids</li> <li>○ Hazard marking and lighting</li> <li>○ Protection of runway and taxiway safety areas</li> <li>○ Limitations on construction activities</li> </ul> </li> <li>● FAA airspace review comments</li> </ul>	2
Standard construction details	<ul style="list-style-type: none"> <li>● Silt fence</li> <li>● Inlet protection</li> <li>● Tracking pads</li> <li>● Temporary ditch checks</li> <li>● Underground cable &amp; conduit (2 sheets)</li> <li>● Runway &amp; taxiway lights (2 sheets)</li> <li>● Grounding</li> <li>● Pavement markings</li> <li>● Pipe joint ties</li> </ul>	11
Special construction details	<ul style="list-style-type: none"> <li>● Fence (per current FAA standards)</li> <li>● Motorized vehicle gate</li> <li>● Permanent pavement markings</li> </ul>	3
Existing conditions and removals	Plan view sheets along proposed paving areas showing: <ul style="list-style-type: none"> <li>● Existing topographic data including contours, pavement edges, utilities, culverts, NAVAIDS, visual aids, etc.</li> <li>● Road, taxiway, runway, building, etc. labels</li> <li>● Alignments</li> <li>● Proposed removals</li> <li>● Important features to protect</li> <li>● Slope intercepts</li> </ul>	1

Plan Sheets	Design Effort/Information Shown	Estimated No. of Sheets
Grading, drainage, and erosion control	Plan view sheets along proposed paving areas showing showing: <ul style="list-style-type: none"> <li>• Existing topographic data including contours, pavement edges, utilities, culverts, NAVAIDs, visual aids, etc.</li> <li>• Road, taxiway, runway, building, etc. labels</li> <li>• Alignments</li> <li>• Proposed pavement edges</li> <li>• Proposed contours</li> <li>• Slope intercepts</li> <li>• Proposed culverts/storm sewer with information</li> <li>• Proposed underdrains with information</li> <li>• Proposed erosion control measures</li> <li>• Proposed restoration measures</li> </ul>	1
Estimated Earthwork Volumes	<ul style="list-style-type: none"> <li>• Table(s) showing detailed volumetric earthwork calculations and data of interest to contractors.</li> </ul>	1

Consultant will prepare the initial airspaceing submittal for entry into FAA Obstruction Evaluation/Airport Airspace Analysis system.

**Item c - • Bid Proposal Documents and Technical Specifications**

The Consultant will prepare the bid proposal packet in accordance with BOA standards. FAA specifications included in the project will be incorporated into the bid proposal packet, and notes to specifier will be addressed.

The following information will be included in the bid proposal packet:

- Segment I
  - Proposal for airport work
  - Advertisement for bids
  - Advisory notice to bidders
  - Bidder request to bid/current workload form
  - Erosion control implementation plan worksheets
  - Safety plan compliance document worksheets
  - Bid sticker
  - Table of contents
  - Proposal requirements and conditions
  - Bid bond forms
  - Certificate of annual bond form
  - List of subcontractors form
- Segment II
  - Special provisions
- Segment III
  - Supplemental Specifications
- ~~Segment IV:~~
  - ~~Wage rate determination~~
- Segment V:
  - Schedule of prices
- Addendum(s)



**Item d - Pre-Bid Meeting**

The Consultant will administer a pre-bid meeting at the Airport to explain the project requirements to prospective contractors. The Consultant will prepare exhibits, charts, and other information as necessary to clearly present project information. The Consultant will answer questions regarding the project, receive comments, and record the minutes of the meeting. The meeting will include a tour of the site.

**Item e – Opinion of Probable Construction Cost**

The Consultant will develop and transmit opinions of probable construction cost (OPC). The OPCs will detail the anticipated bid items, quantities of work, and expected unit price for each item. OPCs will be submitted with 90%, and final bid document submittals.

**Item f - Construction Safety and Phasing Plan**

The Consultant will prepare and submit the required final Construction Safety and Phasing Plan (CSPP) and CSPP checklist in accordance with FAA ARP SOP 1.00. The consultant will coordinate with FAA as necessary and address their review comments.

**Item g - Furnishing of Plans and Specifications**

The Consultant will submit and distribute three sets of the 30% and 90% plans, special provisions, and OPC to the BOA, Sponsor, and FAA for review/comment prior to the design review meetings. The schedule of prices (Segment V) will not be included with 30% or 90% submittals.

The Consultant will review all comments received from the BOA, Sponsor, and FAA from 30% and 90% design submittal reviews and incorporate applicable comments into plans, specifications, and OPC.

The Consultant will distribute three sets of draft final plans, specifications, and OPC for approval to bid to the BOA, Sponsor, and FAA.

The Consultant will prepare and distribute up to 20 sets of “B” size bidding documents to the sponsor, BOA, FAA, and other typical recipients.

The Consultant will advertise the project online with Quest Construction Data Network and have bidding documents available there.

**Item h - Assistance in Securing Bids**

The Consultant will assist the BOA in securing responsive bids for the project. This includes responding to bidder questions, communication with the bidders prior to the bidding date and/or preparing of addendums or clarification of the bidding documents prior to bid.

**3. Actual Cost Items**

**Item a – Additional Meetings**

This Item will be for additional meetings as approved by the Bureau or the Sponsor. The Consultant will provide written minutes of each meeting and distribute to all attendees within five working days of the meeting. The Airport’s authorized representative(s) will provide any additional written comments to the Consultant within two weeks of the meeting.

**Item b - Supplemental Bidding Documents as Requested by Owner**

NOT INCLUDED IN SCOPE.

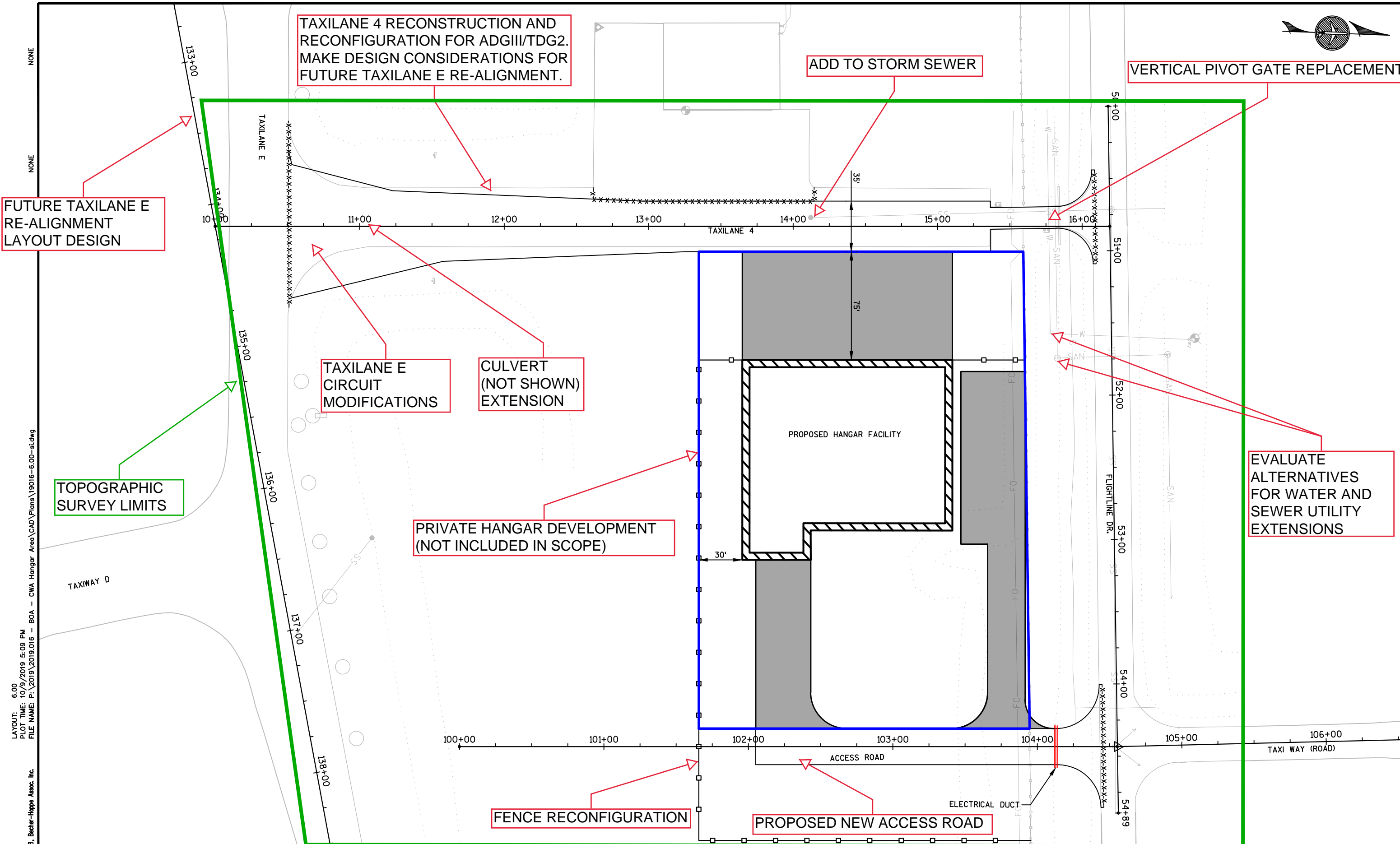
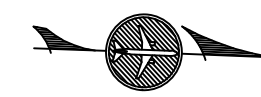
The DBE goal for this project is N/A.

Construction services will be provided under a separate scope.

**END OF PROJECT SCOPE**

P:\2019\2019.016 - BOA - CWA Hangar Area\Admin\Contracts - Working\Design\CWA Hangar Area\_Attach A\_Scope.docx

# ATTACHMENT C - SCOPING EXHIBIT



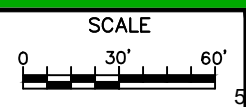
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 FILE NAME: P:\2019\2019.016 - BOA - CWA Hangar Area\CAD\Plans\19016-6.00-si.dwg  
 Copyright 2018, Becher-Hoppe Assoc. Inc.



330 N. 4th Street  
 Wausau, WI 54403 • 715.845.8000  
 becherhoppe.com

DRAWN BY: JDM  
 CHECKED BY: KRK  
 DATE: OCT 2019

PROJECT NO: 2019.016  
 REV. DATES:



CENTRAL WISCONSIN AIRPORT  
 TAXILANE & ACCESS ROAD IMPROVEMENTS  
 CWA1012 (SAP-67)

LAYOUT PLAN

SHEET  
 6.00

# MARATHON COUNTY

## Budget Transfer Authorization Request Form

This form must be completed electronically and emailed to **Alicia Richmond** and to your Department Head. This email will confirm that your Department Head acknowledges approval of this transfer. Forms that are incomplete, incorrect, out-of-balance, or that have not been sent to your Department Head will be returned. The Finance Department will forward completed forms to the Marathon County Human Resources, Finance & Property Committee.

**DEPARTMENT:** Central Wisconsin Airport

**BUDGET YEAR:** 2019

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Select action	701 300 8 9900	Fund Balance - CWA	\$45,000

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	701 300 9 8290	Other Capital Improvements	\$45,000

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

**Requested By:** Central Wisconsin Joint Airport Board

**Date Completed:** 10/18/2019

**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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

# MARATHON COUNTY

## Budget Transfer Authorization Request – Supplemental Information

Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department, or the Budget Transfer Authorization Request Form will be returned.

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)  
CWA Fund Balance – General Aviation Area Improvements
- 2) Provide a brief (2-3 sentence) description of what this program does.  
Design of General Aviation Common Use Areas
- 3) This program is: (Check one)  
 An Existing Program.  
 A New Program.
- 4) What is the reason for this budget transfer?  
 Carry-over of Fund Balance.  
 Increase/Decrease in Grant Funding for Existing Program.  
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.  
 Set up Initial Budget for New Grant Program.  
 Set up Initial Budget for New Non-Grant Program  
 Other. Please explain: Design of GA Common Use Areas - See attached "Agenda Item Summary".
- 5) If this Program is a Grant, is there a "Local Match" Requirement?  
 This Program is not a Grant.  
 This Program is a Grant, but there is no Local Match requirement.  
 This Program is a Grant, and there is a Local Match requirement of: (Check one)  
 Cash (such as tax levy, user fees, donations, etc.)  
 Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)
- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)  
 No.  
 Yes, the Amount is Less than \$30,000.  
 Yes, the Amount is \$30,000 or more AND: (Check one)  
 The capital request HAS been approved by the CIP Committee.  
 The capital request HAS NOT been approved by the CIP Committee.

---

**COMPLETED BY FINANCE DEPARTMENT:**

Is 10% of this program appropriation unit or fund? \_\_\_\_\_

Is a Budget Transfer Resolution Required? \_\_\_\_\_

**CENTRAL WISCONSIN AIRPORT STATISTICAL REPORT  
SUMMARY - SEPTEMBER 2018 - 2019**

15-Oct-19

	2018 MONTH	2019 MONTH	% CHGE. 18-19	2018 Y-T-D	2019 Y-T-D	% CHGE. 18-19
<b>ACTUAL LANDINGS</b>						
AMERICAN	76	84	10.5%	697	699	0.3%
UNITED	56	85	51.8%	606	695	14.7%
DELTA	138	140	1.4%	1,197	1,196	-0.1%
CHARTERS	2	2	0.0%	20	18	-10.0%
<b>TOTAL OPERATIONS</b>	544	622	14.3%	5,040	5,216	3.5%
<b>ATCT OPERATIONS</b>	1,052	1,156	9.9%	9,587	10,215	6.6%
<b>AIRLINE CANCELLATIONS</b>						
AMERICAN	4	4	0.0%	35	48	37.1%
UNITED	5	0	-100.0%	22	26	18.2%
DELTA	0	0	0.0%	12	15	25.0%
<b>TOTAL CANCELLATIONS</b>	9	4	-55.6%	69	89	29.0%
<b>ENPLANED PASSENGERS</b>						
AMERICAN	2,926	3,357	14.7%	23,984	28,576	19.1%
UNITED	2,014	3,174	57.6%	18,338	25,944	41.5%
DELTA	5,480	5,840	6.6%	47,477	48,934	3.1%
CHARTERS	318	362	13.8%	2,625	2,573	-2.0%
<b>TOTAL ENPLANED PASSENGERS</b>	10,738	12,733	18.6%	92,424	106,027	14.7%
<b>DEPLANED PASSENGERS</b>						
AMERICAN	2,412	2,937	21.8%	22,039	26,113	18.5%
UNITED	1,900	3,012	58.5%	18,723	25,488	36.1%
DELTA	5,403	5,650	4.6%	46,659	48,720	4.4%
CHARTERS	318	362	13.8%	2,625	2,573	-2.0%
<b>TOTAL DEPLANED PASSENGERS</b>	10,033	11,961	19.2%	90,046	102,894	14.3%
<b>AIR FREIGHT - AMERICAN</b>	0	0	0.0%	103	2,717	2537.9%
<b>AIR FREIGHT - UNITED</b>	0	0	0.0%	0	0	0.0%
<b>AIR FREIGHT - DELTA</b>	1,871	2,235	19.5%	21,686	22,796	5.1%
<b>TOTAL AIRFREIGHT - AIRLINES</b>	1,871	2,235	19.5%	21,789	25,513	17.1%
<b>TOTAL AIRFREIGHT - GEN AVIATION</b>	153,466	133,067	-13.3%	1,398,788	1,259,905	-9.9%
<b>AIRLINES &amp; GEN AVIA - AIR FREIGHT</b>	155,337	135,302	-12.9%	1,420,577	1,285,418	-9.5%
<b>LOAD FACTOR-CURRENT MONTH</b>	<b>SEATS</b>	<b>PAX</b>	<b>FACTOR</b>			
AMERICAN	4,176	3,357	80.4%			
UNITED	4,250	3,174	74.7%			
DELTA	7,026	5,840	83.1%			

# Central Wisconsin Airport – Flight Schedule October 18, 2019



<u>Arrivals – Delta</u>				<u>Departures – Delta</u>			
5211	11:20	from MSP	CRJ	3491	06:45	to MSP	CRJ
5193	12:45	from DTW	CRJ	5292	06:50	to DTW	CRJ
5343	15:18	from MSP	CRJ	5211	11:55	to MSP	CRJ
3496	20:55	from DTW	CRJ	5193	13:12	to DTW	CRJ
3433	21:20	from MSP	CRJ	5343	15:45	to MSP	CRJ



<u>Arrivals – United Airlines</u>				<u>Departures – United Airlines</u>			
3890	11:19	from ORD	CRJ	4817	05:45	to ORD	CRJ
3810	14:46	from ORD	CRJ	3901	11:50	to ORD	CRJ
4870	21:02	from ORD	CRJ	4848	15:20	to ORD	CRJ



<u>Arrivals – American Eagle</u>				<u>Departures – American Eagle</u>			
3387	09:27	from ORD	ERJ	3788	06:00	to ORD	ERJ
3406	16:00	from ORD	ERJ	3387	09:52	to ORD	ERJ
3541	23:17	from ORD	ERJ	3406	16:26	to ORD	ERJ

### Upcoming Charter Schedule

Oct. 8 – Swift Air to Wendover  
 Oct. 17 – Sun Country to Omaha (WOJO)  
 Oct. 21 – Honor Flight  
 Oct. 30 – Sun Country to Las Vegas (WOJO)  
 Nov. 22 – Sun Country to Laughlin

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

Total CWA Flights Daily = 11

**CENTRAL WISCONSIN AIRPORT  
REVENUE 2019**

15-Oct-19

	<b>BUDGET 2019</b>	<b>MONTH OF SEPTEMBER</b>	<b>YEAR TO DATE</b>	<b>% OF BUDGET</b>
5409-53 FUEL SALES	40,000	3,918	26,017	65.0%
5410-53 FUEL FLOWAGE	55,000	10,597	46,212	84.0%
5411-53 LANDING FEES	360,000	35,613	296,875	82.5%
5418-53 RAMP CHARGES	62,000	5,263	46,141	74.4%
<b>AIRFIELD</b>	<b>517,000</b>	<b>55,391</b>	<b>415,245</b>	<b>80.3%</b>
5422-56 UTILITIES	450	0	0	0.0%
<b>CONTROL TOWER</b>	<b>450</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
5412-55 RENT	110,000	3,040	70,026	63.7%
5422-55 UTILITIES	10,000	0	0	0.0%
<b>HANGAR</b>	<b>120,000</b>	<b>3,040</b>	<b>70,026</b>	<b>58.4%</b>
5497-57 LABOR-CWA	1,073	0	0	0.0%
5498-57 MATERIALS-CWA	1,000	0	0	0.0%
5499-57 MISC-CWA	5,000	0	5,717	114.3%
<b>MAINTENANCE SHOP</b>	<b>7,073</b>	<b>0</b>	<b>5,717</b>	<b>80.8%</b>
5412-54 RENT	40,000	2,170	25,930	64.8%
5414-54 FARM LAND RENT	40,000	4,000	55,048	137.6%
5417-54 HWY BILLBOARDS	9,000	0	9,267	103.0%
5422-54 UTILITIES	6,000	0	632	10.5%
5432-54 CORPORATE HANGAR	76,000	6,648	60,012	79.0%
<b>NET LEASE</b>	<b>171,000</b>	<b>12,818</b>	<b>150,890</b>	<b>88.2%</b>
5440-51 <b>PARKING</b>	<b>1,350,000</b>	<b>97,118</b>	<b>985,626</b>	<b>73.0%</b>
5412-52 RENT	1,210,000	103,287	841,304	69.5%
5416-52 ADVERTISING	25,000	1,525	16,725	66.9%
5422-52 UTILITIES	41,550	8,603	33,296	80.1%
5431-52 SECURITY	5,300	1,170	4,682	88.3%
5499-52 MISCELLANEOUS	15,000	1,575	16,678	111.2%
<b>TERMINAL BUILDING</b>	<b>1,296,850</b>	<b>116,160</b>	<b>912,684</b>	<b>70.4%</b>
<b>TOTAL</b>	<b>3,462,373</b>	<b>284,527</b>	<b>2,540,187</b>	<b>73.4%</b>
1210 SALES TAX DISCOUNT	0	33	299	
8110 INTEREST ON INVEST	12,000	0	13,120	
8310 SALE FIXED ASSETS	10,000	0	50,440	
8350 INS RECOV	0	0	0	
8400 OTHER MISC REV	0	0	6,578	
8413 WORKERS COMP REIMB	0	0	0	
<b>GRAND TOTAL</b>	<b>3,484,373</b>	<b>284,560</b>	<b>2,610,625</b>	<b>74.9%</b>
5419-53 PASSENGER FAC. CHGS.	460,000	49,629	419,327	91.2%
8110 PFC INTEREST	5,000	0	13,692	273.8%
<b>TOTAL PASSENGER FACILITY CHGS.</b>	<b>465,000</b>	<b>49,629</b>	<b>433,019</b>	<b>93.1%</b>
5420-52 CFC CAR RENTAL FEES	215,400	27,516	189,565	88.0%



CENTRAL WISCONSIN AIRPORT  
Disbursements - September 2019

	2019 <u>BUDGET</u>	THIS <u>MONTH</u>	2019 <u>YTD</u>	YTD % of <u>BUDGET</u>
<b>PERSONAL SERVICES</b>				
SALARIES	\$ 376,700.00	\$ 32,827.20	\$ 310,445.76	82.4%
WAGES	\$ 781,026.00	\$ 51,697.46	\$ 483,238.56	61.9%
EMPLOYEE BENEFITS	\$ 18,500.00	\$ -	\$ 5,748.36	31.1%
EMPLOYER CONTRIBUTIONS	\$ 491,582.00	\$ 36,117.08	\$ 366,226.00	74.5%
<b>SUB TOTAL</b>	<b>\$ 1,667,808.00</b>	<b>\$ 120,641.74</b>	<b>\$ 1,165,658.68</b>	<b>69.9%</b>
<b>CONTRACTUAL SERVICES</b>				
PROFESSIONAL SERVICES	\$ 204,500.00	\$ 8,598.67	\$ 100,743.33	49.3%
UTILITY SERVICES	\$ 278,000.00	\$ 16,600.96	\$ 163,045.87	58.6%
REPAIR-MAINT/STREETS	\$ 8,000.00	\$ 1,280.00	\$ 11,450.34	143.1%
REPAIR-MAINT EQUIP/BUILDINGS	\$ 87,000.00	\$ 4,217.93	\$ 94,168.31	108.2%
CONTRACTUAL SERVICES	\$ 107,000.00	\$ 4,644.52	\$ 64,761.01	60.5%
<b>SUB TOTAL</b>	<b>\$ 684,500.00</b>	<b>\$ 35,342.08</b>	<b>\$ 434,168.86</b>	<b>63.4%</b>
<b>SUPPLIES &amp; EXPENSES</b>				
OFFICE SUPPLIES	\$ 6,000.00	\$ 665.06	\$ 5,409.47	90.2%
ADVERTISING/MEMBERSHIP/DUES	\$ 82,700.00	\$ 6,074.07	\$ 73,411.33	88.8%
TRAVEL	\$ 21,900.00	\$ 1,497.88	\$ 8,549.03	39.0%
OPERATING SUPPLIES	\$ 171,000.00	\$ 4,864.17	\$ 156,967.78	91.8%
REPAIR/MAINT SUPPLIES/GASOLINE	\$ 165,500.00	\$ 8,406.07	\$ 151,236.79	91.4%
CONSUMABLE TOOLS/SUPPLIES	\$ 5,000.00	\$ 937.45	\$ 4,767.67	95.4%
<b>SUB TOTAL</b>	<b>\$ 452,100.00</b>	<b>\$ 22,444.70</b>	<b>\$ 400,342.07</b>	<b>88.6%</b>
<b>BUILDING MATERIALS</b>				
METAL PRODUCTS	\$ 2,500.00	\$ 1,489.61	\$ 2,930.14	117.2%
WOOD PRODUCTS	\$ 500.00	\$ -	\$ 555.15	111.0%
RAW MATERIALS/RWY PAINT	\$ 30,000.00	\$ 49.98	\$ 24,092.62	80.3%
ELECT FIXTURES/RWY SIGNS	\$ 5,000.00	\$ 5,721.59	\$ 12,642.26	252.8%
ASPHALT/ASPHALT FILLER	\$ 5,000.00	\$ -	\$ 6,477.84	129.6%
<b>SUB TOTAL</b>	<b>\$ 43,000.00</b>	<b>\$ 7,261.18</b>	<b>\$ 46,698.01</b>	<b>108.6%</b>
<b>FIXED CHARGES</b>				
INSURANCE/OTHER LOSSES	\$ 73,000.00	\$ -	\$ 71,151.00	97.5%
<b>CAPITAL OUTLAY</b>				
CAPITAL EQUIPMENT	\$ 188,000.00	\$ -	\$ 128,595.67	68.4%
CAPITAL IMPROVEMENTS	\$ -	\$ -	\$ -	0.0%
<b>SUB TOTAL</b>	<b>\$ 188,000.00</b>	<b>\$ -</b>	<b>\$ 128,595.67</b>	<b>68.4%</b>
<b>TOTALS</b>	<b>\$ 3,108,408.00</b>	<b>\$ 185,689.70</b>	<b>\$ 2,246,614.29</b>	<b>72.3%</b>

## 2018-2019 CWA Budget Summary YTD - September

	<u>September YTD - 2019</u>	<u>September YTD - 2018</u>	<u>% CHANGE</u>
Airfield	\$415,245	\$382,920	
Control Tower	\$0	\$338	
Hangar	\$70,026	\$75,721	
Maintenance Shop	\$5,717	\$1,863	
Net Lease	\$150,890	\$115,062	
Parking	\$985,626	\$904,155	
Terminal Area	\$912,684	\$857,479	
Misc.	\$70,438	\$129,430	
<b>Total Revenues</b>	<b>\$2,610,626</b>	<b>\$2,466,968</b>	<b>5.82%</b>
Personal Services	\$1,165,659	\$1,101,155	
Contractual Services	\$434,169	\$363,279	
Supplies and Expense	\$400,342	\$305,014	
Building Materials	\$46,698	\$17,018	
Fixed Charges-Insurance	\$71,151	\$66,933	
Capital Outlay	\$128,596	\$57,021	
<b>Total Expenses</b>	<b>\$2,246,614</b>	<b>\$1,910,419</b>	<b>17.60%</b>
<b>Revenue over Expense</b>	<b>\$364,012</b>	<b>\$556,549</b>	