



# Sawyer County

## Agenda

**Public Works Committee Meeting  
Tuesday, September 17, 2019 @ 6:30 PM  
UW Extension meeting room**

Page

- 1. CALL TO ORDER**
- 2. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW**
- 3. MEETING AGENDA**
- 4. PUBLIC COMMENTS**
- 5. SAWYER COUNTY AIRPORT REPORT**
  - a. Fixed Base Operator Agreement - Discussion and possible action [2019-09-10 FBO Agreement](#)
  - b. Minimum Standards Ordinance - Discussion and possible action [2019-09-10 Min. Standard Sawyer County Minimum Standards](#)
  - c. Three-month extension of current Airport Management Agreement with L&L Aviation, Inc. and Fixed Based Operator agreement with L&L Aviation, Inc. - Discussion and possible action
  - d. Schedule of fees including aircraft parking fees and vehicle parking fees - Discussion and possible action
  - e. 2020 Budget Discussion
- 6. OTHER MATTERS FOR DISCUSSION ONLY**

3 - 29

30 - 74

*A quorum of the County Board of Supervisors or of any of its committees may be present at this meeting to listen and observe. Neither the Board nor any of the committees have established attendance at this meeting as an official function of the Board or committee(s) or otherwise made a determination that attendance at the meeting is necessary to carry out the Board or committee's function. The only purpose for other supervisors attending the meeting is to listen to the information*

*presented. Neither the Board nor any committee (other than the committee providing this notice and agenda) will take any official action with respect to this noticed meeting.*

## **FIXED BASED OPERATIONS AGREEMENT**

**THIS FIXED BASED OPERATIONS AGREEMENT** (the “FBO Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Sawyer County (the “County”) and Hayward Aviation, LLC, a Wisconsin limited liability company (“Operator”). The County and Operator may be referred to herein in the singular as a “Party” or collectively as the “Parties.”

### **RECITALS:**

**WHEREAS**, the County owns and operates the Sawyer County Municipal Airport (the “Airport”), located at approximately \_\_\_\_\_ in the Town of Hayward, Sawyer County, Wisconsin, consisting of approximately \_\_\_\_\_ acres (collectively, the “Airport Property”) and is legally described in Exhibit A, which is attached hereto and incorporated herein;

**WHEREAS**, the County has jurisdiction over the ownership, operation and maintenance of land within the Airport and the entire Airport Property;

**WHEREAS**, in order to ensure adequate aeronautical services and facilities for the users of the Airport, to encourage the development of the Airport and its activities, and to foster the economic health and orderly development of commercial aeronautical operators at the Airport and future development of the Airport Property and/or surrounding areas, the County has determined to contract with Operator to provide certain aeronautical services at the Airport;

**WHEREAS**, Operator’s managing member, Derek Leslie (“D. Leslie”), is also a manager of L&L Aviation, LLC (“L&L Aviation”), which has provided services as an independent fixed base operator to the County at the Airport pursuant to a Fixed Base Operator’s Agreement dated November 1, 1989, as amended (the “1989 FBO Agreement”);

**WHEREAS**, D. Leslie expressed an interest to continue acting as an independent fixed base operator at the Airport once the existing 1989 FBO Agreement between L&L Aviation and the County terminates on November 1, 2019;

**WHEREAS**, after discussion, Operator and the County have agreed to all the terms and conditions set forth in this FBO Agreement, with D. Leslie, as managing member of Operator, desires to provide such services as an independent fixed base operator for the Airport;

**WHEREAS**, Operator has the experience and knowledge necessary to perform the obligations set forth in this FBO Agreement, and has agreed to comply with all Applicable Laws (as defined below) in its performance under this FBO Agreement and generally in its work at the Airport; and

**WHEREAS**, both Parties hereto agree that this FBO Agreement constitutes the entire agreement between the Parties and, upon execution, all previous Agreements between the Parties, or between the County and L&L Aviation (as predecessor in interest to Operator), are hereby terminated as of the date of this FBO Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this FBO Agreement to be kept and performed by both Parties, the Parties hereby agree as follows:

1. Recitals. The Parties agree and acknowledge that the Recitals set forth above are true and accurate, and are hereby incorporated into this FBO Agreement.
2. Included in "Parties". Notwithstanding any other use of the terms herein, the following definitions apply in this FBO Agreement:
  - (a) "Operator" shall include all of Operator's employees, officers, managers, members, contractors, agents, representatives and invitees.
  - (b) "County" shall include all of the County's employees, managers, administrators, agents, representatives, elected officials, committee members and commission members.
3. Leased Premises.
  - (a) *Leased Premises*. As part of this FBO Agreement, the County hereby leases to Operator those areas set forth in Exhibit B and referred to herein as the "Leased Premises." The Leased Premises include:
    - (1) The Airport terminal building (the "Terminal Building");
    - (2) The fuel farm/fuel tank area (the "Fuel Farm");
    - (3) The ground underneath the existing L&L Aviation hangar, as it may be assigned ("L&L Hanger"). The L&L Hanger structure is not included in the Leased Premises;
    - (4) The parking lot and access drive for the Terminal Building; and
    - (5) Associated landscaping on the grounds of the Terminal Building and between the parking lot and the sidewalk fronting the Leased Premises.
  - (b) *Personal Property*. Any personal property of Operator, including personal property located within the L&L Hanger, and personal property of others placed at the Leased Premises or the L&L Hanger shall be at the sole risk of Operator or the owners of such personal property. The County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage. Operator hereby releases the County, for itself and any of its insurers, and waives all rights of subrogation or recovery for such damage, destruction or loss.
  - (c) *Sublease*. Operator may not assign, transfer, sell, assign, sublet or sublease any part or all of the Leased Premises or any interest in the Leased Premises or these lease provisions unless Operator complies with Section \_\_\_\_ in this FBO Agreement.

(d) *Nonexclusive Rights.*

- (1) In addition to the area referred to in Section 3(a) above, Operator shall be entitled to the non-exclusive use, in common with the County, other Airport tenants and other Airport users, of portions of the Airport Property (the "Nonexclusive Space") identified on Exhibit C, a copy of which is attached hereto and incorporated herein. The Nonexclusive Space shall include parking areas, walkways, parking areas and other areas generally open to the public or tenants of the Airport Property.
- (2) It is expressly understood that the County reserves the right to create, amend, repeal, modify or otherwise alter, in any fashion whatsoever as the County, in its sole discretion, may determine, rules for the use of the Nonexclusive Space, and Operator shall be bound thereby, provided that all such creations, amendments, repeals, modifications and alterations to the rules for the use of the Nonexclusive Space are made applicable to all users and tenants of the Airport. The County reserves the right to alter the boundaries of the Nonexclusive Space available to Operator.
- (3) Operator shall have the right and privilege of engaging in and conducting a Commercial Enterprise, as defined and further described in Section \_\_\_\_ on the Leased Premises under the terms and conditions as set forth herein; provided, however, that this FBO Agreement shall not be construed in any manner to grant Operator or those claiming under it the exclusive right to the use of the Airport Property and/or facilities of said Airport other than those Leased Premises leased exclusively to Operator hereunder.
- (4) The right to use the Nonexclusive Space shall not restrict the right of the County to charge visitors or other users of the Airport and/or Airport Property a fee for the use of such areas, or to engage in other commercial activity.
- (5) Operator's permitted use of any Nonexclusive Space shall be at the discretion of the County and subject to change to facilitate the general development and operations, or both, of the Airport and to comply with FAA or other regulatory agency directives, or any other Applicable Laws.
- (6) The County reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Operator from erecting, or permitting to be erected or located, any light fixture, building, object or structure on the Leased Premises or adjacent to the Airport or Airport Property, which, in the opinion of the County, would limit the usefulness of the Airport or Airport Property constitute a hazard to aircraft or other Airport users.

4. Term.

- (a) *Effective Date.* This FBO Agreement shall be effective upon the date it is deemed adopted by and effective upon the Sawyer County Board of Supervisors.
- (b) *Initial Term.* The term of this FBO Agreement shall be for an initial period of ten (10) years commencing on \_\_\_\_\_, 2019 and continuing through November 1, 2029 (the “Initial Term”), unless earlier terminated pursuant to the provisions of this FBO Agreement.
- (c) *Option to Renew.* Operator shall have an option to renew this FBO Agreement for two (2) additional periods of five (5) years each upon the terms and conditions set forth herein:
  - (1) Operator shall provide written notice to the County no less than one (1) year before the termination date of this FBO Agreement of its intention to seek renewal of this FBO Agreement. If Operator fails to provide notice no less than one (1) year prior to the termination date, Operator shall be deemed to have waived the option and Operator shall have no further right to any renewal or option period;
  - (2) Upon receipt of said notice from Operator, the County agrees to negotiate in good faith concerning the terms and conditions on which this FBO Agreement could be extended for the next five (5) year period;
  - (3) In the event the Parties are unable to agree concerning the terms of any extension of this FBO Agreement by the one hundred eightieth (180th) day prior to the termination date of this FBO Agreement, such nonagreement shall act to terminate any right to extend the term of this FBO Agreement.

5. Services. In accordance with the Sawyer County Minimum Standards and Procedures Ordinance, as may be amended (the “Minimum Standards Ordinance”), a copy of which is attached hereto and incorporated herein as Exhibit D, the County hereby grants Operator the rights to operate the services detailed below, and Operator accepts the obligation to perform such services.

- (a) *Categories of FBO.* Operator may operate as a Category I, II, III and IX FBO pursuant to the Minimum Standards Ordinance. Operator’s right to operate within these FBO Categories does not exempt or otherwise modify the terms and obligations set forth in this FBO Agreement.
- (b) *Aeronautical Services.* Operator shall provide all the aeronautical services listed below (“Aeronautical Services”) at all times during the term of this FBO Agreement, at its sole cost and expense, without exception:
  - (1) Aircraft fueling and de-icing;

- (2) Aircraft guidance, parking and tie-down;
  - (3) Line service and aircraft maintenance;
  - (4) Pilot and passenger facilities;
  - (5) Flight planning and information services;
  - (6) Removal of and assistance to disabled aircraft; and
  - (7) Providing pilots to operate planes for others and carry passengers and freight for hire.
- (c) *Nonaeronautical Services.* Operator has the right to provide the nonaeronautical services listed below (“Nonaeronautical Services”), at its sole cost and expense, during the term of this FBO Agreement:
- (1) Commercial Enterprises as defined in Section \_\_\_\_; and
  - (2) Indoor storage of aircraft in the L&L Hanger.
- (d) *Performance Standards.* In addition to the Operating Standards set forth in Section \_\_\_\_ below, Operator shall provide all Aeronautical Services and Nonaeronautical Services in compliance with all the Minimum Standards Ordinance and all other Applicable Laws.
- (e) *Operator Unable to Provide Aeronautical Services.*
- (1) If, at any time during the term of this FBO Agreement, Operator is unable to or refuses to provide the Aeronautical Services, Operator shall immediately provide written notice to the County Clerk, explaining the circumstances, including Operator’s plan to remedy the deficiency. If Operator fails to remedy the deficiency within a period of thirty (30) days following the provision of such notice to the County, Operator shall be considered to be in default of the terms and conditions of this FBO Agreement.
  - (2) The County may, but is not obligated to, take whatever steps necessary to ensure performance of the Aeronautical Services during the time Operator is unable or refuses to perform any or all Aeronautical Services. In such an event, Operator shall indemnify the County for any costs associated with Operator’s inability or refusal to perform all Aeronautical Services, pursuant to the terms of Section \_\_\_\_ herein.
- (f) *Operator Unable or Elects Not to Provide Nonaeronautical Services.* If, at any time during the term of this FBO Agreement, Operator elects to no longer provide any Nonaeronautical Services, Operator shall notify the County Clerk within thirty (30) days of the termination of such Nonaeronautical Services. Upon

ceasing any Nonaeronautical Service, Operator shall no longer have the right or privilege to future performance of that Nonaeronautical Service unless approved by the County in writing.

6. Operating Standards.

- (a) *Minimum Standards for Aeronautical Services and all other Aeronautical Activity.* The Minimum Standards Ordinance shall constitute the minimum operating standards to be met by Operator in order to conduct any aeronautical activity or endeavor, including, but not limited to, the Aeronautical Services, at the Airport or on the Airport Property. Operator agrees that all aeronautical activities authorized under this FBO Agreement and engaged in by Operator shall be performed in accordance with the Minimum Standards Ordinance and all other Applicable Laws.
- (b) *Minimum Standards for Nonaeronautical Services.* The Minimum Standards Ordinance shall constitute the minimum operating standards to be met by Operator in order to conduct any nonaeronautical activity or providing of other services or endeavors, including, but not limited to, the Nonaeronautical Services, at the Airport or on the Airport Property. Operator agrees that all nonaeronautical activities authorized under this FBO Agreement and engaged in by Operator shall be performed in accordance with the Minimum Standards Ordinance and all other Applicable Laws.
- (c) *Standard Requirements for All Services.* In providing any services or performing any activities, including, but not limited to, the Aeronautical Services and the Nonaeronautical Services, at the Airport or on the Airport Property, Operator shall operate for the use and benefit of the public, and shall meet or exceed the following standards:
  - (1) Operator shall furnish service on a fair, reasonable and not unjustly discriminatory basis to all users of the Airport. Operator shall furnish good, prompt and efficient service adequate to meet all reasonable demands for the services at the Airport.
  - (2) Operator shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service.
  - (3) Operator shall control the conduct, demeanor and appearance of its employees, agents, vendors and contractors, who shall be trained by Operator and shall possess such technical qualifications and hold such certificates or qualifications, or both, as may be required in carrying out assigned duties. It shall be Operator's responsibility to maintain close supervision over its employees and contractors to assure a high standard of service to Operator's customers.



- (4) Operator shall comply with all Applicable Laws. Operator shall keep in effect and post in a prominent place all necessary and/or required licenses, certificates and permits.
  - (5) Operator shall not contract out to any third party for the performance of any of the Aeronautical Services or Nonaeronautical Services, or engage in any business or activity at the Airport or on the Airport Property other than those specifically authorized under this FBO Agreement, unless otherwise approved, in writing, by the County.
7. Operator Rights. Operator shall have the right to engage in the following activities, all at Operator's sole cost and expense:
- (a) In common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
  - (b) To use the Nonexclusive Space set forth in Section \_\_\_\_ in this FBO Agreement, in common with others, of the airport parking areas, appurtenances and improvements thereon.
  - (c) To install, operate, maintain, repair and store, in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of Operator's business.
  - (d) Of access to and from the Leased Premises, limited to streets, driveways or sidewalks designated for such purposes by Operator, and which right shall extend to Operator's employees, passengers, guests, invitees, and patrons.
  - (e) To use the L&L Hanger for its business activities in compliance with all Applicable Laws and the terms set forth herein.
  - (f) To make any necessary repairs or improvements to the L&L Hanger.
  - (g) To provide any Nonaeronautical Services, including a Commercial Enterprise (as defined below), and engage in a Commercial Enterprise on the Leased Premises consistent with the terms and conditions set forth in Section \_\_\_\_ of this FBO Agreement.
  - (h) Notwithstanding any provision set forth in this Section \_\_\_\_ or otherwise in this FBO Agreement, Operator shall have the right to maintain, improve, modify and alter the Terminal Building provided Operator obtains all required approvals, including, but not limited to, zoning, building inspection, and compliance with all other Applicable Laws. Regardless of any improvements Operator may make to the Terminal Building, the title, ownership and all rights to the Terminal Building shall remain with the County and may not be transferred or encumbered by Operator.

8. Commercial Enterprises.

- (a) *Commercial Enterprises Allowed.* Operator may engage in a commercial enterprise in which it offers services or goods to guests, visitors, tenants or other users of the Airport, including any activities or services necessarily related or associated with providing such goods and services (a “Commercial Enterprise”) on the Leased Premises upon the following conditions:
- (1) The Commercial Enterprise is specifically permitted and identified in Section 8(b) below;
  - (2) The Commercial Enterprise complies with all the terms and conditions of this FBO Agreement;
  - (3) The Commercial Enterprise complies with all Applicable Laws for such Commercial Enterprise;
  - (4) Operator complies with all the terms and conditions of this FBO Agreement in its performance of the Commercial Enterprise;
  - (5) Operator complies with all the Applicable Laws in its performance of the Commercial Enterprise.
- (b) *Specific Commercial Enterprises Permitted.* Operator may engage in the following Commercial Enterprises:
- (1) Sale of jet fuel, avgas fuel, oil and other lubricants;
  - (2) Individual sale of food and nonalcoholic beverages, catering, vending machines, concessions or other delivery of food or beverages to guests, visitors, tenants or other users of the Airport. The sale of food and nonalcoholic beverages permitted herein does not include operation of a restaurant or other food preparation activities on the Leased Premises;
  - (3) Renting of vehicles to Airport guests, visitors, tenants or other users;
  - (4) Retail sale of clothing, personal care items and health care items; and
  - (5) Engage in the activities permitted in Category I, Category II, Category III, and Category IX, as defined in the Minimum Standards Ordinance.
- (c) *Other Commercial Enterprises.* Operator may not engage in any other Commercial Enterprise, service, sale or other transfer of goods or services in return for compensation unless permitted in this Section \_\_\_\_\_. Whether a given Commercial Enterprise is permitted under this Section shall be in the County’s sole discretion.

- (d) *Third Parties.* Operator shall not contract with any third party for the performance of any Commercial Enterprise unless otherwise approved by the County in writing, in the County's reasonable discretion.
  - (e) *Subleases.* Operator shall not enter into any sublease on the Leased Premises or any portion of the Airport Property for any Commercial Enterprise except pursuant to the terms set forth in Section \_\_\_\_.
  - (f) *Financial Reporting.* In addition to the requirements set forth in Section \_\_\_\_, Operator shall provide a report and sufficient documentation of Operator's fuel sales and Gross Receipts (as defined below) during the preceding month. Notwithstanding the provisions of Section \_\_\_\_, each report accompanying the payment of fees shall contain sufficient documentation to substantiate the amount of payment to the County, shall be prepared according to reasonable accounting standards, and shall be prepared to the County's sole satisfaction. In the event the County is not satisfied with the documentation to substantiate the Gross Receipts and payments to the County, Operator shall provide any additional documentation or information that the County requests.
  - (g) *Compliance.*
    - (1) Operator, at its sole cost and expense, shall ensure that all Commercial Enterprises comply with the terms of this FBO Agreement and any all Applicable Laws.
    - (2) Operator shall permit access by the County or agents of the State of Wisconsin to the Leased Premises at any time for any inspection, review, audit or other actions to ensure compliance with all Applicable Laws to any Commercial Enterprise.
    - (3) Upon request of the County, and within thirty (30) days of such request, Operator shall deliver documentation that all Commercial Enterprises are in compliance with any Applicable Laws. Whether documentation of compliance is satisfactory shall be within the County's sole discretion. In the event of Operator's noncompliance with any Applicable Laws, the County may terminate this FBO Agreement in its sole discretion.
9. Rent and Fees; Payments by Operator to the County. As consideration for the right to operate on the Leased Premises as set forth in this FBO Agreement, Operator shall pay to the County the following:
- (a) *Rent.* For the first three (3)-year period of the Initial Term, Operator agrees to pay to the County one dollar (\$1.00) and other valuable consideration as annual rent for the Leased Premises and rights contemplated by this FBO Agreement. At the end of the first three (3)-year period of the Initial Term, and at the end of all subsequent three (3)-year periods in the Initial Term and option term of this FBO Agreement, the Parties agree that upon written notice from either Party to the

other, given thirty (30) days prior to the end of each three (3)-year period within the Initial Term or at the end of any option term, the amount of annual rent may be renegotiated. The amount and reasonableness of any future adjustment of rent shall in no way be related to or based upon the initial rental payment but shall take into account then-existing financial and business conditions relevant to the operation and maintenance of Operator.

- (b) *Flowage Fee.* Operator shall pay the County a fuel flowage fee (“Fuel Flowage Fees”) of twelve cents (\$0.12) per gallon of any aviation fuel sold by Operator. The County reserves the right in its discretion to increase the fuel flowage fee provided herein from the current twelve cents (\$0.12) per gallon to such sum as the County shall determine to be reasonable and necessary in connection with the operation and development of the Airport and in conjunction with annual increases in the Consumer Price Index for All Urban Consumers in the Midwest published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 100. Any such increase shall be limited to one cent (\$0.01) per gallon adjusted with thirty (30) days’ prior written notice in any one calendar year.
- (c) *Percentage of User Fees.* Operator shall pay to the County an amount equal to fifty percent (50%) of all Gross Receipts of all landing fees, parking fees, tie-down fees, or any other fees for services provided under this FBO Agreement (“User Fees”). “Gross Receipts” includes all collected cash, credit, compensation, items of value and charges for sales and services less federal, state or municipal sale, use or other similar taxes collected from customers or vendors.
- (d) *Percentage of Commercial Enterprise Receipts.* In addition to Fuel Flowage Fees set forth Section \_\_\_\_ and the percentage of User Fees set forth in Section \_\_\_\_, Operator shall pay to the County an amount equal to fifteen percent (15%) of all Gross Receipts for Commercial Enterprises (“Commercial Enterprise Fees”) (the Fuel Flowage Fees, User Fees and Commercial Enterprise Fees may be collectively referred to herein as “FBO Fees”). “Gross Receipts” includes all collected cash, credit, compensation, items of value and charges for sales and services less federal, state or municipal sale, use or other similar taxes collected from customers or vendors.
- (e) *Time of Payment.* The payments for any amounts to be paid by Operator to the County set forth in this Section \_\_\_\_ shall be paid to the County on or before the twentieth (20th) day following the end of each month during the term of this FBO Agreement, together with a report and sufficient documentation to support Operator’s calculation of the FBO Fees, including, but not limited to, Operator’s fuel sales records, during the preceding month. Notwithstanding the provisions of Section \_\_\_\_, each report accompanying the payment of FBO Fees shall contain sufficient documentation to substantiate the amount of payment to the County and shall be prepared according to reasonable accounting standards and to the County’s sole satisfaction.

- (f) *Failure to Pay Charges.* In the event Operator fails to make timely payment of any FBO Fees or other payment due and payable in accordance with the terms of this FBO Agreement within ten (10) days after such payment shall become due and payable, interest at the rate of one and one-half percent (1 1/2%) per month or a fraction thereof on the unpaid balance shall accrue against the delinquent payment from the date due until the date payment is received by the County. Notwithstanding the foregoing, the County shall be permitted to terminate this FBO Agreement for default in the payment of any FBO Fees or other payment due and payable to the County in accordance with the terms of this FBO Agreement, or from enforcing any other provisions contained herein or implied by law.
- (g) *Independent Covenant.* Operator shall not, for any reason, withhold or reduce Operator's required FBO Fees or other payment provided in this FBO Agreement, it being expressly understood and agreed by the Parties that Operator's payment of all FBO Fees and other payments due and payable herein are a covenant by Operator that is independent from the other covenants of the Parties hereunder.

10. Financial Disclosure and Documentation.

- (a) *Books and Records.* Operator shall keep, for a period of at least seven (7) years following the end of each calendar year during the term of this FBO Agreement, all books of account and financial records of fuel delivery receipts, fuel flowage receipts, accounts receivable, all documentation of Gross Receipts, sales and income, all prepared in accordance with generally accepted accounting principles in the County's sole discretion. All of Operator's books and records in relation to this FBO Agreement shall be open for inspection by authorized representatives of the County upon request and at reasonable times during business hours. The County shall have the right to request further financial information about the said accounting records, including, but not limited to, income tax records of Operator, Operator's officers, or any Guarantor.
- (b) *Fuel Forms and Records.* Operator shall submit to the County the prescribed State of Wisconsin gasoline forms showing deliveries to Operator and sales by Operator with payment of the Fuel Flowage Fees. Such form shall be submitted by the twentieth (20th) day of the month following the month of account. The County may require Operator to submit for examination any other forms evidencing fuel transactions between Operator and any third party.
- (c) *Annual Statement.* Within sixty (60) days after the end of each calendar year, Operator shall furnish to the County a statement of fuel sales and Gross Receipts generated during the preceding fiscal year, certified by an officer of Operator as to its correctness. The County may, but is not obligated to, at its sole discretion, audit said statements and Operator's books and records, including examination of the general ledger and all other supporting material, at any reasonable time during business hours, for the purpose of verifying the reported fuel sales and Gross Receipts.

- (d) *Financial Capability.* Operator shall furnish such evidence as may be reasonably requested at any time by the County to show that Operator is financially capable of providing the services set forth in this FBO Agreement.

11. Maintenance, Repair and Facility Costs.

- (a) *Maintenance and Repair of Buildings.* Operator agrees to maintain, in a first class condition and in a good state of repair (normal wear and tear excepted), at Operator's sole cost and expense, the Leased Premises, including but not limited to the Terminal Building, pursuant to the terms of this Section \_\_\_\_\_. Specifically, Operator shall perform the following:
  - (1) *Interior Maintenance.* The maintenance and keeping in good repair, and any needed replacement of, all items such as the interior walls and ceilings, painting, repairs or alterations of plumbing, electrical fixtures, heating systems, air conditioning, water fixtures, locking devices and all other fixtures, janitorial services such as sweeping, dusting, mopping and waxing floors, relamping, interior and exterior washing of windows, and the arrangement for sanitary removal of solid waste from the Airport Property. The County shall be responsible for maintenance, repair, and any needed replacement of windows, doors and foundations of the Terminal Building.
  - (2) *Exterior Maintenance.* The maintenance and keeping in good repair, and any needed replacement of, all items such as fences, painting, siding, roof, gutters and downspouts, trimming of the grounds and landscaping of the lands appurtenant to buildings and keeping the grounds, including drainage ditches and all paved areas, in a neat and serviceable condition. Operator shall be responsible for patrolling the grounds and apron surfaces adjacent to the Leased Premises and removing any solid waste. This shall include the general responsibility for keeping all operational areas around the Terminal Building and Fuel Farm in a clean and orderly condition at all times.
  - (3) *Custodial Responsibilities.* The cleaning and custodial maintenance of the Leased Premises, including the Terminal Building, any common hallways, public restrooms, ramp areas, parking lots, and runways. Operator shall be responsible for all snow removal within ten (10) feet of Terminal Building, the Fuel Farm Area and all parking lots and pedestrian walkways. The County shall be responsible for all other snow removal.
- (b) *Utility Costs.* The County shall pay utility expenses for heat, electricity and water for the Leased Premises. Operator shall pay all other utility costs and expenses.
- (c) *Brushing, Mowing and Snow Removal.* The County shall be obligated for all costs associated with brushing, mowing and snow removal on the Leased Premises and any other part of the Airport Property. Notwithstanding the

foregoing, Operator shall work in coordination with the Airport manager to ensure proper brushing, mowing and snow removal is completed for proper operation of any Airport activities.

- (d) *Costs and Expenses for L&L Hanger and Commercial Enterprises.* The County shall not be responsible for any expenses, taxes, or utility costs for the L&L Hanger or other operations related to or incurred as a result of Operator's performance of any Commercial Enterprises.
- (e) *Miscellaneous Costs of Operator.* Operator shall pay all administrative costs or other miscellaneous costs associated with its operation of the Aeronautical Services, Nonaeronautical Services, and Commercial Enterprises, including but not limited to costs of office supplies, postage or printing, training expenses, and costs of furniture or fixtures. Operator shall indemnify the County pursuant to the terms of Section \_\_\_\_\_ for any expenses the County may incur as a result of Operator's failure to pay the costs set forth in this Section \_\_\_\_.
- (f) *Coordination with Terms of Management Agreement.* The Parties acknowledge that certain maintenance, repair and replacement obligations may be contained in a Management Agreement for the Leased Premises, the Airport and Airport Property. The Parties agree to work in good faith in the event of any dispute arising from the terms of this FBO Agreement and a Management Agreement regarding the maintenance and repairs obligations of the Leased Premises, or any part of the Airport and Airport Property.

12. Insurance.

- (a) *Insurance Required.* In addition to the required insurance set forth in the Minimum Standards Ordinance for any Aeronautical Service, Nonaeronautical Service, or activity on the Leased Premises, at the Airport or on the Airport Property, Operator shall, at its own expense, maintain, and carry insurance in full force and effect with financially sound and reputable insurers permitted to do business in the State of Wisconsin, in the following amounts:
  - (1) *Liability Insurance.* Comprehensive general liability insurance with liability limits provided for therein in the amount of at least \$2,000,000 combined single limit.
  - (2) *Workers' Compensation Insurance.* Workers' compensation insurance if required by and in compliance with the Applicable Laws.

- (3) *Motor Vehicle Insurance.* Comprehensive motor vehicle insurance covering all liabilities for personal injury and property damage arising from the use of all owned, non-owned, and hired vehicles, with limits of \$1,000,000 and \$2,000,000 in the aggregate. In addition, Operator shall comply with any other Applicable Laws requiring insurance for its Commercial Enterprise of car rentals.
  - (4) *Hanger Keepers Insurance.* Hanger Keeper's liability insurance providing coverage of no less than two million dollars (\$2,000,000) per occurrence.
- (b) *Additional Insurance Requirements and Provisions.*
- (1) Operator shall maintain such coverage for the duration of this FBO Agreement and, if coverage is underwritten on a claims made basis, for two (2) years following termination of this FBO Agreement.
  - (2) The County shall receive no less than fifteen (15) days' advance notice of cancellation or non-renewal of any required insurance policy.
  - (3) Upon execution of this FBO Agreement, Operator shall furnish the County with a Certificate of Insurance listing the County and its officers, agents, employees, representatives and elected officials as additional named insureds and, upon request, certified copies of the required insurance policy.
  - (4) If Operator's insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincide with the date of this FBO Agreement, and this information shall be provided in the Certificate of Insurance.
  - (5) The County shall be under no duty to examine any Certificate of Insurance or other evidence or to advise Operator in the event that its insurance is not in compliance with this FBO Agreement.
  - (6) Operator shall furnish the County, annually on the policy renewal date, with similar Certificates of Insurance as evidence of coverage.
  - (7) On claims made policies, the Parties agree that either Operator or the County may invoke the tail option, if available, for two (2) years following termination of this FBO Agreement, on behalf of both Parties, and that the extended reporting period premium shall be paid by Operator. This provision shall not apply in the event that Operator's coverage is underwritten on an occurrence basis.
  - (8) The County reserves the right to increase the minimum insurance amounts set forth herein when, in the County's opinion, the risks attendant to Operator's operations hereunder have increased.



- (c) *Cancellation.* The cancellation or other termination of any insurance policy as required by this FBO Agreement shall automatically terminate this FBO Agreement, unless another policy has been filed and approved pursuant to this Section and shall be in full force and effect at the time of such cancellation or termination.
13. Compliance with Laws, Statutes, Regulations, Ordinances and Rules. Operator hereby expressly warrants, guarantees and represents to the County that:
- (a) Operator shall at all times comply with all applicable Federal, State of Wisconsin, and local laws, ordinances, regulations, codes, orders and rules, without limitation, and any additional Airport rules and regulations, all applicable health rules and regulations and other mandates, whether existing or as promulgated from time to time by the Federal, State or any local government, or airport management, including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations, zoning ordinances, all regulations and requirements relating to any Aeronautical Service, Non-aeronautical Service, Commercial Enterprise or other activity on the Leased Premises, at the Airport or on the Airport Property, without limitation, or Federal, State of Wisconsin, and local laws, ordinances, regulations, codes, orders and rules that apply to Operator as an agent of the County, including records retention requirements, open records requirements, public meeting requirements, and bidding and purchasing requirements (all of the foregoing are referred to in this FBO Agreement collectively as the “Applicable Laws”).
  - (b) Operator shall comply with all Applicable Laws that govern or in any way apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct of Operator of its operations.
  - (c) Operator shall assume and accept full responsibility and liability for compliance with all Applicable Laws.
  - (d) Operator shall keep informed of and comply with future changes in all Applicable Laws.
  - (e) Prior to commencement of any operations under this FBO Agreement, Operator shall secure any and all permits and properly make all necessary notifications as may be required by and to all governmental agencies having jurisdiction over any portion of the Airport, the Airport Property or any of Operator’s uses or activities conducted on the Leased Premises, the Airport or the Airport Property.
  - (f) Operator, as well as its employees, agents, contractors and all persons working for or on behalf of Operator, shall be fully and properly trained in the handling and storage of all hazardous and toxic waste materials and other pollutants and contaminants involved in its operations.

- (g) Operator shall supply the County with satisfactory evidence of all such required permits and notifications.
  - (h) Operator shall cooperate with any investigation, audit or inquiry by the County or any governmental agency regarding possible violation of any Applicable Law. The cost of any such investigation, audit or inquiry shall be paid by Operator. If the results of such investigation, audit or inquiry show that Operator was, and continues to be, in compliance with Applicable Laws, the cost of such investigation, audit, or inquiry shall be reimbursed to Operator.
  - (i) If Operator is deemed to be a generator of hazardous waste, as defined by any Applicable Law, Operator shall obtain an EPA identification number and the appropriate generator permit and shall comply with all Federal, State and local requirements imposed upon a generator of hazardous waste, including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law.
  - (j) Operator shall provide an accurate inventory list (including quantities) of any hazardous, toxic or other contaminated or polluted material in its possession, whether stored, disposed of or recycled, available at all times for inspection by County inspectors, fire department officials, or other government agency having jurisdiction for implementation of proper storage, handling or disposal procedures.
  - (k) Any notice of violation or similar enforcement action or notice of noncompliance received by Operator shall be provided to the County within twenty-four (24) hours of receipt by Operator.
  - (l) Operator shall comply with all Applicable Laws concerning the installation, operation, maintenance and inspection of the Fuel Farm, any other above ground and underground storage tanks, or any parts thereof, including financial responsibility requirements.
14. Operator's Employees, Agents and Representatives. Operator shall ensure that all its employees, agents, representatives, invitees and any other person, organization, business or entity acting on its behalf shall be sufficiently trained to perform the service being provided for which they are hired. Operator's indemnification requirements and obligations set forth in Section \_\_\_\_ of this FBO Agreement apply to Operator's employees, agents, representatives, invitees and any other person, organization, business or entity acting on its behalf.
15. Assignment, Encumbrance, Transfer, Sublease or Sale of this FBO Agreement.
- (a) *Assignment, Transfer, Sublease or Sale to Affiliated Entity.* Operator shall not assign, encumber, transfer, sublease or sell this FBO Agreement, in whole or in part, to any Affiliated Entity without prior written consent from the County, which consent shall not be unreasonably withheld. For purposes of this

Section \_\_\_\_, “Affiliated Entity” means any entity, corporation, limited liability company, partnership or other organization in which D. Leslie has a majority and controlling interest, or D. Leslie individually.

- (b) *Assignment, Encumber, Transfer, Sublease or Sale to Unaffiliated Entity.* Operator shall not assign, encumber, transfer, sublease or sell this FBO Agreement, in whole or in part, to any Unaffiliated Entity without prior written consent from the County, which consent may be withheld in the County’s sole and complete discretion. For purposes of this Section \_\_\_\_, “Unaffiliated Entity” means any entity, corporation, limited liability company, partnership or other organization in which D. Leslie does not have a majority or controlling interest, or any individual that is not D. Leslie.
  - (c) *Obligation Upon Assignment, Sublease Transfer or Sale.* Upon any assignment, encumbrance, transfer, sublease or sale of this FBO Agreement, in whole or in part, to any Affiliated Entity, Unaffiliated Entity, person or other partnership will not relieve Operator of the obligation to ensure performance of the requirements set forth in this FBO Agreement.
  - (d) *Conditions for any Assignment, Transfer, Sublease or Sale.* The County may, in its discretion, refuse to review or consider any request for, or consent to, any assignment, encumbrance, transfer, sublease or sale of this FBO Agreement, in part or in whole, unless all of the following terms are complied with:
    - (1) Operator shall have paid all outstanding FBO Fees other fees, payments, and charges which have accrued in favor of the County.
    - (2) Operator shall have met all other legal obligations to be performed, kept and observed by it under the terms and conditions of this FBO Agreement.
    - (3) Operator shall provide the County, at the time notice is given of any proposed assignment, with whatever information the County shall request concerning the identity, background, financial responsibility and other qualifications of the entity or individual involved in any such proposed transfer. Operator acknowledges that the County cannot and will not act upon any request for approval of any such proposed transfer unless and until complete and accurate information is supplied regarding the proposed transferee.
16. Change of Corporate Control. Operator represents that the ownership and power to vote Operator’s entire outstanding stock or interest belongs to and is vested in the officer or officers executing this FBO Agreement. If any change in the ownership of and/or power to vote the majority of the outstanding stock or interest of Operator shall occur, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the County, then the County shall have the option to terminate this FBO Agreement upon thirty (30) days’ written notice to Operator. In addition, Operator shall have an affirmative obligation to notify the County

immediately of any such change of corporate control. Operator shall be liable for all costs, expenses, damages, fees or other amounts incurred as a result of Operator's failure to obtain the County's prior written consent to the change of corporate control.

17. Personal Guaranty. Each officer or member of Operator shall sign a Personal Guaranty, in the form set forth in Exhibit E, a copy of which is attached hereto and incorporated herein, to ensure performance of Operator's obligations set forth in this FBO Agreement.
18. Indemnification. Operator (including Operator's members, managers, agents, employees, invitees officers, and representatives) agrees to protect, defend, reimburse, indemnify and hold the County, as well as its agents, employees, administrators, representatives and elected officers, and each of them, free and harmless at all times from and against any and all claims, liabilities, expenses, losses, costs, fines and damages (including reasonable attorneys' fees) and causes of action of every kind and character against and from the County by reason of any:
  - (a) Damage to property or the environment, including any contamination of any part of the Leased Premises or Airport Property, such as the soil or storm water by fuels and other petroleum products, chemicals or other substances deemed by the Federal Environmental Protection Agency to be environmental contaminants at the time this FBO Agreement is executed or may be redefined by the appropriate regulatory agencies in the future;
  - (b) Bodily injury (including death) incurred or sustained by any party, arising out of or incident to or in connection with Operator's performance under this FBO Agreement, Operator's use or occupancy of the improvements located on the Leased Premises or Airport Property;
  - (c) Acts, omissions or operations hereunder or the performance, nonperformance or purported performance of Operator, any breach of the terms of this FBO Agreement, or any other failure to comply with the terms and conditions of this FBO Agreement; or
  - (d) Failure to comply with any Applicable Laws.

Operator recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges that it is an express condition of this FBO Agreement. This Section \_\_\_\_ shall survive the termination of this FBO Agreement and shall remain in full force and effect with respect to any and all claims, liabilities, expenses, losses, costs, fines and damages (including reasonable attorneys' fees) and causes of action of every kind and character set forth herein. Compliance with the insurance requirements set forth in Section \_\_\_\_ shall not relieve Operator of its liability or obligation to indemnify the County (including its agents, employees, administrators, representatives and elected officials, invitees, committee members and commission members) as set forth herein.

19. Default.

- (a) *Events of Default.* The occurrence of any of the following events shall constitute a default under this FBO Agreement:
- (1) Operator's failure to make any payment due hereunder, where such failure shall continue for a period of ten (10) days after written notice from the County to Operator or upon Operator's discovery of any failure to make payment due hereunder. Notwithstanding the foregoing, the County has no affirmative obligation to notify Operator of any payment due hereunder or any immediate notice of Operator's failure to make timely payment. In the event the County receives notice or knowledge of Operator's failure to timely make any payment due in this Agreement, the County shall notify Operator within thirty (30) days of the County's receiving notice or knowledge of any missed payment. The ten (10)-day notice period set forth in this Section \_\_\_\_ shall commence upon the County's notice to Operator of the missed payment.
  - (2) Operator's failure to observe, keep or perform any of the other terms, covenants, agreements or conditions of this FBO Agreement.
  - (3) Operator's failure to comply with all Applicable Laws.
  - (4) Any assignment, encumbrance, transfer, sublease or sale by Operator of the Leased Premises or this FBO Agreement, in whole or in part, that does not comply with Section \_\_\_\_ herein.
  - (5) As a result of actions not taken by Operator, any assignment, encumbrance, transfer, sublease or sale of the Leased Premises or this FBO Agreement, in whole or in part, that does not comply with Section \_\_\_\_ herein.
  - (6) Operator's interest under this FBO Agreement being assigned, encumbered, transferred, subleased or sold, without the prior written consent of the County, as provided in Section \_\_\_\_ above.
  - (7) The filing by or against Operator of any proceedings seeking the benefit of any bankruptcy, reorganization or insolvency law, or Operator making an assignment for the benefit of creditors, or a receiver or a trustee being appointed for Operator or a substantial portion of Operator's assets.
  - (8) Operator vacating or abandoning the Airport.
  - (9) Operator's interest under this FBO Agreement being sold under execution or other legal process.
  - (10) Operator's interest under this FBO Agreement being modified by any unauthorized assignment or by operation of law.

- (11) Operator's failure to cooperate with any programs or audits promulgated by any applicable regulatory agency as the same may be revised from time to time.
  - (12) Change of control of Operator without the County's prior written consent pursuant to Section \_\_\_\_ herein.
  - (13) Cancellation or termination of any insurance policy required by this FBO Agreement unless a replacement policy is acquired at or prior to the effective date of the terminated policy pursuant to Section \_\_\_\_ herein.
- (b) *Remedy Upon Default.*
- (1) If, at any time during the term of this FBO Agreement, Operator becomes aware of any event of default, Operator shall provide the County written notice of such default within ten (10) days of the event of default. If Operator fails to remedy the default within a period of thirty (30) days following notice to the County, the County may, but is not obligated to, terminate this FBO Agreement. Notwithstanding the foregoing, Operator shall provide immediate notice to the County of any event of default that creates or presents a risk to public safety or otherwise impacts the safe operation of the Airport.
  - (2) In the event that any of the foregoing acts of default occurs, the County may, but is not obligated to, provide written notice of such default to Operator, and where such default continues for a period of ten (10) days after written notice from the County to Operator or upon Operator's discovery of any failure to make payment due hereunder, the County may, at its option, declare this FBO Agreement to be terminated and null and void, whereupon all rights of Operator to continue its operations shall end.
  - (3) Notwithstanding any provision set forth in this FBO Agreement, the County may immediately terminate this FBO Agreement upon Operator's event of default that materially hinders the safe operation of the Airport or presents, or may present, a risk to public safety. Whether an event of default occurs that materially hinders the safe operation of the Airport, or presents, or may present, a risk to public safety, shall be in the County's sole discretion.
  - (4) The declarations set forth herein shall not be deemed to preclude the exercise of any other action otherwise provided by statute or general law at any time. Any declaration of default does not release Operator from any payment of funds due County hereunder, including, but not limited to, FBO Fees or amounts due as a result of the Indemnification provisions set forth in Section \_\_\_\_ herein. Notwithstanding the foregoing, the County shall retain any rights or privileges it may have under any Applicable Law in an event of default.

- (c) *Rights Upon Termination.* In the event of termination for default by Operator, the County shall have the right at once and without further notice to Operator, to enter and take possession of the Leased Premises or other areas of the Airport Property occupied by Operator, by force or otherwise, and expel, oust and remove any and all parties who may occupy any portion of the Leased Premises or Airport Property, and any and all goods and chattels belonging to Operator or its associates which may be found in or upon same, without being liable for prosecution or to any claim for damages therefor. Upon such termination by the County, all rights, powers and privileges of Operator shall cease, and Operator shall immediately vacate any and all space occupied by Operator under this FBO Agreement, and shall make no claim of any kind whatsoever against the County, its agents, employees, representatives, or elected officials by reason of such termination, or any act incident thereto. Notwithstanding the foregoing, the County shall retain any rights or privileges it may have under any Applicable Law in the event of termination.
  - (d) *Payments.* In the event of termination for any cause which is beyond the control of the Parties and without the fault or negligence of Operator, payments to the County hereunder shall immediately cease, and Operator shall be entitled to have monies which have been prepaid or advanced to the County predicated on occupancy of the premises to the end of the period, if any, refunded to Operator by the County.
  - (e) *Removal of Property.* Operator shall, in addition to other rights provided for by law, be permitted to remove any operating facilities, merchandise, or other personal property in a manner and a time mutually agreed upon by the Parties hereto.
20. Quiet Enjoyment. So long as Operator conducts business in a fair, reasonable and competent manner in accordance with the terms of this FBO Agreement and all other Applicable Laws, Operator shall peaceably have and enjoy the Leased Premises, and all the rights and privileges herein granted.
21. Signs. Operator agrees that no signs or advertising matter may be erected without the prior written consent of the County. Existing signs on the Leased Premises shall be deemed approved to the extent allowed by law or ordinance; however, the County reserves the right to insist that existing signs be maintained by Operator in a normal state of repair. The County's consent will not be unreasonably withheld.
22. Fair and Nondiscriminatory Services. Operator in the conduct of any Aeronautical Service, Nonaeronautical Service or other activity for furnishing services to the public at on the Leased Premises or at the Airport, shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service.
23. Non-Discrimination Assurances. Operator, on Operator's behalf, and on behalf of Operator's employees, agents, officers, representatives, successors in interest, and

assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, or any other applicable Federal, State and local laws, ordinances, regulations, orders and rules, without limitation law.

24. Aircraft Service by Owner or Operator. It is clearly understood by Operator that no right or privilege has been granted pursuant to this FBO Agreement which would operate to prevent any person, organization, other Airport tenant, firm, or corporation operating aircraft at the Airport or on the Airport Property from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform. Nothing in this FBO Agreement shall be construed to limit the County's ability to enter into other fixed base operations agreements with other parties, or limit any rights or obligations set forth in other fixed based operations agreements.
25. Hours of Operations. Operator agrees to maintain operations during a regular schedule of hours which schedule shall be filed with and approved by the County Public Works Committee. Hours of operation shall not be reduced below the minimum without written consent of the Public Works Committee except during any period when the Airport is closed by any lawful authority restricting the use thereof in such a manner as to interfere with the use of the same by Operator for business operation.
26. Taxes. Operator shall pay all taxes or assessments that may be levied against Operator, the personal property of Operator, the Fuel Farm, the L&L Hanger, or other buildings, structures, vehicles or equipment it may have, use or store on the Leased Premises or on the Airport Property.
27. Rights Reserved to the County; Airport Development. The County reserves the right to further develop or improve the landing area of the Airport or any part of the Airport Property as it sees fit, regardless of the desires or view of Operator, and without interference or hindrance. Nothing in this FBO Agreement shall be construed to minimize or eliminate the rights and privileges of the County as owner of the Airport and the Airport Property.
28. Obstructions. County reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Operator from erecting, or permitting to be erected, any building or other



structure on the Airport which, in the opinion of the County, would limit the usefulness of the Airport or constitute a hazard to aircraft. Operator shall, upon approval by County and prior to any construction of any nature within the boundaries of the airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration," as required by Federal Aviation Regulation Part 77.

29. Right to Inspect. The County reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this FBO Agreement.
30. Right of Flight. The County reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing at, taking off from or operating on the Airport.
31. Lease Subordinate to Agreement between the County and the United States or State of Wisconsin. This FBO Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the County and the United States or State of Wisconsin, the execution of which has been or may be required as a condition precedent to the transfer of Federal funds or State of Wisconsin funds for the extension, expansion, or development of the Airport. Should the effect of such agreement with the United States government or State of Wisconsin government be to take any of the Leased Premises or Airport Property, or substantially destroy the commercial value of any lands or improvements, the County shall terminate this FBO Agreement, and Operator shall have no right to damages or other recovery for early termination of this FBO Agreement.
32. Emergency Lease to United States. During the times of war or National Emergency, the County shall have the right to lease the landing area of the Airport, or any part of the Airport or the Airport Property, to the United States or the State of Wisconsin for military or national use, and if any lease is executed, the provisions of this FBO Agreement insofar as they are inconsistent with the provision of the lease to the United States or the State of Wisconsin, shall be suspended and Operator shall have no right to damages or other recovery for such suspension. All facilities of the Airport developed with federal financial assistance and all facilities usable for landing and takeoff of aircraft will be available to the United States for use by government aircraft in common with other aircraft at all times without charge, except, if the use by government aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.
33. Relationship of Parties. Operator is, and shall be deemed to be, an independent contractor responsible for its respective acts and omissions, and the County shall in no way be responsible for any acts of Operator.

34. Additional Provisions.

- (a) *Successors and Assigns.* All terms and conditions of this FBO Agreement shall be binding upon any successor, assign, purchaser or transferee of any interest herein.
- (b) *Severability.* The invalidity of any portion, article, paragraph or provision of this FBO Agreement shall not have any effect upon the validity of any other part or portion thereof.
- (c) *Governing Law.* This FBO Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- (d) *Amendments.* All actions seeking amendment of this FBO Agreement shall be in writing approved and executed by both Parties. The County Public Works Committee shall be charged with jurisdiction to review any requests to amend this FBO Agreement, and any amendment shall be approved by the County Board of Supervisors as required by Wis. Stat. § 59.52(6).
- (e) *Entire Agreement.* The Parties agree that this FBO Agreement constitutes the entire agreement between the Parties and, upon execution, all previous Agreements between the Parties, or between the County and L&L Aviation, are hereby terminated as of the date of this FBO Agreement.
- (f) *Notices.* All notices to either of the Parties shall be deemed validly given upon deposit in the United States Mail, certified, with proper postage and certified fee prepaid, addressed as follows:

To Sawyer County:

Attention: Sawyer County Administrator  
10610 Main Street, Suite 23  
Hayward, WI 54843

To Operator:

Hayward Aviation, LLC  
Attention: Derek Leslie

\_\_\_\_\_  
\_\_\_\_\_

Hayward Aviation, LLC  
Attention: Todd Van Nispen

\_\_\_\_\_  
\_\_\_\_\_

- (g) *Notice of Change in Address.* The Parties shall provide the other Party written notice of any change in address or contact information within ten (10) days of such change.
- (h) *Authority to Act.* The individual executing this FBO Agreement hereby represents and warrants that he has authority to act on behalf of the entity intended to be bound *i.e.*, D. Leslie has authority to bind Operator and the County Administrator has the authority to bind the County.
- (i) *Binding Effect.* The terms and provisions of this FBO Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, as well as their respective heirs, successors and assigns.

[Signature Page(s) to Follow]

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Fixed Base Operations Agreement as of the date referenced above.

**SAWYER COUNTY**

**HAYWARD AVIATION, LLC**

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

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

STATE OF WISCONSIN    )  
  ) SS.  
COUNTY OF SAWYER    )

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

STATE OF WISCONSIN    )  
  ) SS.  
COUNTY OF SAWYER    )

Before me, a Notary Public is and for said County and State, personally appeared Derek Leslie, on behalf of Hayward Aviation, LLC. In witness whereof, I have hereunto set my hand and official seal at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

- EXHIBITS – TO BE ATTACHED:**  
Exhibit A – Airport Property Description  
Exhibit B – Leased Premises  
Exhibit C – Nonexclusive Space  
Exhibit D – Sawyer County Municipal Airport Minimum Standard and Procedures Ordinance  
Exhibit E – Personal Guaranty

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**SAWYER COUNTY MUNICIPAL AIRPORT  
MINIMUM STANDARDS AND PROCEDURES ORDINANCE**

**Ordinance No. \_\_\_\_\_**

**Section 1.01 General Statement of Policy, Intent, and Purpose.**

- (1) Adoption. This Sawyer County Municipal Airport Minimum Standards and Procedures Ordinance for the Sawyer County Airport was adopted by the Sawyer County Board of Supervisors on \_\_\_\_\_, 2019. This Minimum Standards Ordinance supersedes any and all previous documents or ordinances of this kind previously adopted by the Sawyer County Board of Supervisors.
- (2) Intent and Policy.
  - (a) It is the County's intent and policy to operate and develop the Airport as the primary commercial aviation facility for Northern Wisconsin, Northeast Minnesota, and the surrounding areas by serving all facets of aviation as described in this Minimum Standards Ordinance.
  - (b) It is the County's intent and policy to categorically identify those Minimum Standards and Procedures by which all persons, firms or other legal entities conducting any Regulated Service at the Airport or on the Airport Property shall conduct their respective operations.
  - (c) The County has established these Minimum Standards for the Airport with the intent of providing fair and reasonable rules to govern the conduct of Regulated Service at the Airport or on the Airport Property. It is the County's policy and intent to utilize these Minimum Standards as a baseline to develop more specific, FBO Operation-specific terms and conditions to be set forth in an Agreement between each FBO Operator and the County. It is the County's intent and policy to maximize the permitted flexibility in entering into an Agreement with each FBO Operator, consistent with these Minimum Standards and all Applicable Laws, while also ensuring that the public health, welfare and safety is protected by incorporating the FBO Operation-specific terms and conditions into each Agreement.
  - (d) It is the County's intent and policy that the Airport operate in a financially self-sufficient manner. The Airport is a publicly owned and operated airport and is subject to certain federal obligations to make available to any persons, firms or corporations the opportunity to engage in any Regulated Service at the Airport so long as the Proposed FBO Operation satisfies a demonstrable need and an FBO Operator meets the Minimum Standards as established, adopted and revised from time to time by the County. In addition, it is the County's intent and policy that any person, firm or corporation wishing to provide any Regulated Service at the Airport shall be given equal opportunity to compete without unjust discrimination for use of available Airport facilities pursuant to all Applicable Laws, including,

but not limited to, the FAA Airport Improvement Program (AIP) Grant Assurance 22 *Economic Nondiscrimination*.

- (e) The Public Works Committee may, in its sole discretion, waive all or any portion of these Minimum Standards set forth herein for the benefit of any government or governmental agency performing nonprofit public services to the Aircraft industry or performing fire prevention or fire-fighting operations. The County Board of Supervisors, after review and recommendation from the Public Works Committee, may waive all or any portion of these Minimum Standards after a public hearing and approval of a majority of the members voting of the County Board of Supervisors deems such waiver to be in the best interest of the Airport and the public health, welfare and safety.
  - (f) Consistency with FAA Airport Improvement Program (AIP) grant assurances and the FAA Airport Revenue Use Policy is to be considered by the County when reviewing a possible waiver of all or any portion of these Minimum Standards.
- (3) Purpose. The primary purposes in the County's adoption of this Minimum Standards Ordinance include, but are not limited to:
- (a) Protect the public health, welfare, safety and other interests.
  - (b) Foster and promote the continued development of the Airport in a safe and efficient manner.
  - (c) Categorically identify those Minimum Standards and procedures by which all persons, firms or other legal entities conducting, or wishing to conduct, any Regulated Service at the Airport or on the Airport Property shall conduct their respective FBO Operations in accordance with all Applicable Laws.
  - (d) Ensure that all current FBO Operators at the Airport become compliant with the terms and conditions required for each FBO Operator's Regulated Service while also recognizing the rights a current FBO Operator may have under a prior Agreement entered into prior to the adoption of this Minimum Standards Ordinance.
  - (e) Provide the County with the flexibility of reviewing an Application on a case-by-case basis to ensure each Agreement addresses the public health, welfare and safety concerns of the proposed Regulated Service, while also providing the public, potential FBO Operators and existing FBO Operators with the minimum requirements for operation of any Regulated Service at the Airport or on the Airport Property.
  - (f) Provide the County Public Works Committee and the County Board of Supervisors the information and flexibility to make revisions or amendments that may be necessary to fulfill the policy, intent and purpose of this Minimum

Standards Ordinance, to address the changing needs of the County, or when necessary to comply with any Applicable Laws.

- (g) Except as otherwise set forth in any Applicable Law, nothing herein shall be construed to grant or otherwise authorize the granting of an exclusive right to provide any Applicant, Proposed FBO Operator, current FBO Operator, or the public to conduct any Regulated Service at the Airport or on Airport Property. For purposes of this Minimum Standards Ordinance, an “exclusive right” is a power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right.

**Section 1.02 Definitions.**

Capitalized terms used in this Minimum Standards Ordinance, unless otherwise specifically defined, are defined as follows:

- (1) “Aeronautical Services” means service or activity that involves, makes possible, or is required for the operation of Aircraft, or that contributes to or is required for the safety of such operations of Aircraft. The following services/activities commonly conducted at the Airport are Aeronautical Services within this definition: charter operations, air cargo operations, pilot training, Aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising, air ambulance services, surveying, air-carrier operations, Aircraft sales and services, sale of aviation petroleum products, repair and maintenance of Aircraft, sale of Aircraft parts, and any other activities that, because of their direct relationship to the operation of an Aircraft, can appropriately be regarded as an “Aeronautical Service.”
- (2) “Agreement” means a written agreement between the County and an FBO Operator specifying the terms and conditions under which the FBO Operator may conduct a Regulated Service and engage in an FBO Operation at the Airport or on the Airport Property. Any such Agreement shall recite the terms and conditions under which the Regulated Services shall be provided and the terms and conditions an FBO Operator must follow in performance of the FBO Operation at the Airport or on the Airport Property, including but not limited to the provisions set forth in Section \_\_\_\_.
- (3) “Aircraft” or “aircraft” means a device which is used or intended to be used for flight in air. Examples of aircraft include, but are not limited to: airplane, sailplane, glider, rotorcraft (helicopter, gyrocopter, or auto gyro), unmanned aerial vehicles, balloon, and blimp.
- (4) “Airport” means the Sawyer County Municipal Airport and includes all land defined as Airport Property.
- (5) “Airport Manager” means the individual or entity retained by the County to manage the Airport, as set forth in a Management Agreement.



- (6) “Airport Property” means the land upon which any Airport activities occur and, as of the date of this Minimum Standards Ordinance, is further described in Exhibit A, which is attached hereto and incorporated herein, and the airspace above the Airport Property.
- (7) “Applicable Laws” means all federal, state and local laws, ordinances, regulations, codes, orders and rules, without limitation, and any additional Airport rules and regulations, all applicable health rules and regulations and other mandates, whether existing or as promulgated from time to time by the federal, state or any local government, or Airport management, including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations, zoning ordinances, all regulations and requirements relating to any Regulated Service or Regulated Service, or other service activity, on the Premises, at the Airport, or on the Airport Property, without limitation, or federal, state and local laws, ordinances, regulations, codes, orders and rules that apply to FBO Operator and/or FBO Operator as an agent of the County, including records retention requirements, open records requirements, public meeting requirements, and bidding and purchasing requirements.
- (8) “Applicant” means any person(s), firm or legal entity desiring to acquire use of a portion of the Airport Property, or establish or use any facility at the Airport or on the Airport Property, for the purpose of providing or conducting any Regulated Service. The Applicant shall be the Proposed FBO Operator and the party entering into the Agreement with the County.
- (9) “Application” means the documents, information and requirements set forth in Section \_\_\_\_\_ that an Applicant must provide to the County for the County’s consideration of any Proposed FBO Operation at the Airport or on Airport Property.
- (10) “Commercial Enterprise” means any Nonaeronautical Service conducted at, on, or from the Airport or Airport Property by any Proposed FBO Operator or FBO Operator in which it offers services or goods to guests, visitors, tenants or other users of the Airport, including any activities or services necessarily related or associated with providing such goods and services intended to result in monetary gain to the party conducting such activity. Commercial Enterprises include, but are not limited to: (a) food and beverage services; (b) renting of vehicles to Airport guests, visitors, FBO Operators or other Airport users; or (c) retail sale of clothing or other personal items.
- (11) “Commercial Through-the-Fence Operation” means an FBO Operator or entity that provides Regulated Services to the public for compensation or hire but does not have an Agreement with the County and does not occupy space on Airport Property. It is the policy of the County to not allow Commercial Through-the-Fence Operations at the Airport or on the Airport Property.
- (12) “County” means Sawyer County, Wisconsin, and, where applicable, all of the County’s employees, managers, administrators, agents, representatives, elected officials, committee members and commission members.

- (13) “Existing Agreement” means any written Agreement, lease, permit or permission that: (a) was entered into between the County and an FBO Operator prior to the adoption of this Minimum Standards Ordinance; (b) allows the FBO Operator to engage in a Regulated Service at the Airport or on the Airport Property; and (c) is in effect and in good standing at the time this Minimum Standards Ordinance is adopted.
- (14) “FAA” means the Federal Aviation Administration.
- (15) “Fuel Flowage Fee” means any fee paid by an FBO Operator engaged in a Category I FBO Operation that is collected pursuant to Section \_\_\_\_\_ herein.
- (16) “FBO Fees” means any Fuel Flowage Fees, User Fees and Commercial Enterprise Fees may be collected pursuant to Section \_\_\_\_\_ herein.
- (17) “FBO Operation” means the entire business and operation of an FBO Operator, located at the Airport or on the Airport Property that performs any Regulated Service and engages in an FBO Operation, as permitted by the County and as described in any Agreement.
- (18) “FBO Operator” means any operator located at the Airport or on the Airport Property that performs any Regulated Service and engages in an FBO Operation.
- (19) “FBO Category” means the category or class of Regulated Service performed at the Airport or on the Airport Property, and as further described in Section \_\_\_\_\_.
- (20) “Gross Receipts” means all collected cash, credit, compensation, items of value and charges for sales and services less federal, state or municipal sales, use or other similar taxes collected from customers or vendors.
- (21) “Improvements” means and includes, but is not limited to, any modification, alterations or repairs, either of structural or architectural nature, performed by the FBO Operator at FBO Operator’s sole cost and expense on the Premises. Any such Improvements shall be constructed or completed in compliance with all Applicable Laws and after the County has approved the FBO Operator’s prior written application requesting same.
- (22) “Minimum Standards” means the requirements and procedures set forth in this Minimum Standards Ordinance, which are established herein by the County as the minimum requirements to be met as a condition for the right to conduct, perform, or engage in any Regulated Service at the Airport or on the Airport Property.
- (23) “Minimum Standards Ordinance” means this Sawyer County Municipal Airport Minimum Standards and Procedures Ordinance, as may be amended from time to time.
- (24) “Nonaeronautical Services” means any Commercial Enterprise or other activity conducted at the Airport or on the Airport Property that is not involved in or required for the operation of Aircraft, or that does not contribute to or is required for the safety of Aircraft operations. Notwithstanding the foregoing, “Nonaeronautical Service” does not

include wholesale distribution providers or other distribution services to Airport tenants or FBO Operators.

- (25) “Operator” means any person(s), firm or legal entity who has applied for and received written permission to perform or engage in any Regulated Service at the Airport or on the Airport Property, and has entered into a written Agreement with the County for such FBO Operation. When applicable, “Operator” shall also include all of Operator’s employees, officers, managers, members, contractors, agents, representatives and invitees.
- (26) “Premises” means the portion of the Airport Property where an FBO Operator is allowed to perform the requested Regulated Service and in compliance with the terms of an Agreement.
- (27) “Proposed FBO Operation” means the proposed business and operation of a Regulated Service conducted at the Airport or on the Airport Property, and shall be reviewed by the County in the Application Process set forth in Section \_\_\_\_\_.
- (28) “Proposed FBO Operator” means the proposed or intended FBO Operator of an FBO Operation conducted at the Airport or on the Airport Property upon the County’s granting an Application and the entering into of an Agreement between the County and the FBO Operator.
- (29) “Public Works Committee” means the Sawyer County Public Works Committee or any successor thereto.
- (30) “Regulated Service” means any Aeronautical Service or Nonaeronautical Service conducted or proposed to be conducted at the Airport or on the Airport Property.
- (31) “Specialized Commercial Flying Services” means a Regulated Service in which an FBO Operator is engaged in air transportation for hire for the purpose of providing the use of Aircraft for the following activities: (a) nonstop sightseeing flights that begin and end at the Airport; (b) crop dusting, seeding, spraying and bird chasing; (c) banner towing and aerial advertising; (d) aerial photography or survey; (e) fire-fighting or performance of other emergency services; (f) power line or pipe line patrol; and (g) any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.
- (32) “State” means the State of Wisconsin and, as applicable, the State of Wisconsin, Department of Transportation, Bureau of Aeronautics.
- (33) “User Fees” means any fees or amounts collected for landing fees, parking fees, tie-down fees, or any other fees for services provided under this Minimum Standards Ordinance.

**Section 1.03 Implementation and Application.**

- (1) Implementation and Impact on Existing Agreements. This Minimum Standards Ordinance shall be published and appended to all Existing Agreements for Regulated

Services at the Airport or on the Airport Property, and shall be considered a part of all Existing Agreements. In the event of any conflict between an Existing Agreement and this Minimum Standards Ordinance, the terms of the Existing Agreement shall control. Notwithstanding the foregoing, an FBO Operator performing any Regulated Service that does not have a written Agreement, lease or permit at the time of the adoption of this Minimum Standards Ordinance shall not be deemed to have a valid Existing Agreement and shall comply with all terms of this Minimum Standards Ordinance regardless of any conflict between the Minimum Standards Ordinance and the current operation or performance of the Regulated Service.

- (2) Application. Any person(s), firm or legal entity wishing to obtain the right to conduct any Regulated Service or conduct any FBO Operation at the Airport or on the Airport Property shall make written Application to the County in the manner and form prescribed herein. Application for permission to establish, acquire and/or use any part of the Airport Property shall be exclusively within the purview of the County; however, in no case shall an Applicant submit anything less than the following information:
- (a) Applicant's legal name(s) and business.
  - (b) Applicant's primary business, if different than the proposed Regulated Service.
  - (c) Applicant's express purpose in applying for operating rights to conduct the Regulated Service at the Airport or on the Airport Property.
  - (d) A detailed description of the land and/or facilities to be occupied during the course of performing each Proposed FBO Operation at the Airport or on the Airport Property.
  - (e) A detailed description of the Proposed FBO Operation, including the proposed date of commencement of the Regulated Service and proposed hours of operation.
  - (f) A detailed description of each Regulated Service to be provided to the public.
  - (g) An estimate of costs which may be incurred for the development and improvements to perform the Regulated Service and Proposed FBO Operation.
  - (h) The schedule for commencement of the Proposed FBO Operation and construction.
  - (i) The names, addresses and qualifications of those key (management) personnel who will be involved with the day-to-day management and oversight of the Regulated Service and general FBO Operations.
  - (j) An organizational chart listing the number of positions and staff to be assigned to the Airport for performance of the Regulated Service and overall FBO Operation, including the professional and technical qualifications of personnel who will manage and/or oversee the Proposed FBO Operation.

- (k) A current financial statement prepared by the Applicant's Chief Financial Officer and certified by an independent certified public accountant. The County shall consider financial statements in evaluating the Applicant's financial ability to provide responsible, safe and adequate service to the public.
- (l) A written listing of the assets owned, leased or being purchased that will be used in the FBO Operation. Copies of any relevant leases or purchase contracts shall be attached.
- (m) If applicable, a statement indicating the Applicant's past experience in providing the Regulated Service at the Airport or at other airports, including references from up to three (3) individuals familiar with the Applicant's ability to perform such services.
- (n) Proof of the required insurance, or proof of Applicant's ability to acquire and maintain insurance coverage required in Section \_\_\_\_\_ or as required within an individual FBO Category.
- (o) Proof of any current applicable license, or demonstration of qualifications to obtain and maintain such license, including copies of all licenses and permits required by any Applicable Law for the performance of the Regulated Service and the overall Proposed FBO Operation, including licenses and permits required for any personnel who will manage or operate the business or who will perform any services in connection with the Proposed FBO Operation. The County may also require qualified references attesting to Applicant's financial responsibility and technical ability as related to Applicant's Proposed FBO Operation.
- (p) Proof of compliance with all Applicable Laws pertaining to the intended Regulated Service and Proposed FBO Operation, or as may otherwise be applicable to the intended business activities.
- (q) Any other information reasonably related to the proposed Regulated Service and Proposed FBO Operation required by the County to establish that the Applicant shall comply with these Minimum Standards and all Applicable Laws.
- (r) A written acknowledgment that Applicant may be required to compensate the County for any professional service fees the County may incur in the process of reviewing and considering the Application for approval.
- (s) A written acknowledgement that the Applicant shall execute such forms, releases or discharges as may be required by the FAA and all aviation or aeronautic commissions, administrators or departments of all states in which the Applicant has engaged in aviation business, to release information in their files relating to the Applicant's current operations or the Proposed FBO Operation.

(3) Application Review Process.

- (a) The Airport Manager shall first review any Application to ensure it is complete and contains all the required information set forth in Section \_\_\_\_.
- (b) Upon the Airport Manager's determination that an Application is complete, the Airport Manager shall prepare a draft Agreement for the proposed Regulated Service and Proposed FBO Operation on the Premises. The Airport Manager shall then deliver a copy of the Application and draft Agreement to the County Administrator for review.
- (c) Upon the County Administrator's review and determination that the Application and draft Agreement are complete, the County Administrator shall forward the Application and draft Agreement to the Public Works Committee for review and consideration.
- (d) Upon review and consideration, the Public Works Committee shall make a recommendation to the County Board of Supervisors for approval or denial of the Application, or whether to send the Application back to the Public Works Committee for additional review, negotiation or revision.
- (e) The County is not bound by any timeline in rendering its review and consideration of an Application.
- (f) The County may, at any time during the Application review process, engage professional services to review the Application and draft Agreement, including, but not limited to, engineering services, consultant services, and legal services. The Applicant may be required to pay all costs and fees incurred by the County as a result of a professional's review of the Application and draft Agreement.

(4) Decision on the Application.

- (a) The County shall use its reasonable discretion in considering an Application; however, the determination of whether an Applicant has complied with all requirements set forth in this Minimum Standards Ordinance and all other Applicable Laws shall be within the County's sole discretion.
- (b) The County may deny an Application if it finds, in its sole discretion, any one or more of the following:
  - (i) The Applicant does not meet the requirements set forth in this Minimum Standards Ordinance.
  - (ii) The Proposed FBO Operation or construction will create a safety hazard at the Airport or on the Airport Property.

- (iii) Approval of the Proposed FBO Operation may require the County to spend funds or supply labor or materials in connection with the Proposed FBO Operation that is not within the County's best interest, or the Proposed FBO Operation is expected to result in a financial loss to the County.
- (iv) Inappropriate, inadequate or insufficient space exists in buildings at the Airport to accommodate the entire activity of the Proposed FBO Operation at the time the Application is submitted, or no available Airport Property is suitable for construction of buildings and facilities to accommodate the entire Proposed FBO Operation.
- (v) The development or construction necessary to accommodate the Proposed FBO Operation does not comply with all Applicable Laws.
- (vi) The development or use of the Premises requested by the Applicant will result in congestion of Aircraft or buildings, or will result in unduly interfering with any existing FBO Operations at the Airport or on the Airport Property.
- (vii) The Applicant has either intentionally or unintentionally misrepresented or omitted any pertinent information in the Application.
- (viii) The Applicant has a record of violating any Applicable Laws.
- (ix) The Applicant has defaulted in the performance of any lease or any other agreement with the County or other airport(s).
- (x) The Applicant does not, in the opinion of the County, exhibit adequate financial responsibility or experience to undertake the Proposed FBO Operation based on the information provided in the Application.
- (xi) The Applicant cannot or is unwilling to provide acceptable surety in the amount required by the County.
- (xii) The Proposed FBO Operation is not in the best interest of the Airport, the County, or the public.

**Section 1.04 General Requirements and Minimum Standards for all FBOs, FBO Operators and FBO Operations.**

In addition to all other terms set forth in this Minimum Standards Ordinance, and unless otherwise set forth in an individual FBO Category, each FBO Operator shall comply with the following general requirements:

- (1) Preliminary Considerations.
  - (a) Each Prospective FBO Operator shall demonstrate, to the satisfaction of the County, that it is capable of consistently providing the Proposed FBO Operation in a safe, secure, efficient, prompt, courteous and professional manner, for a fair and reasonable price. This includes, but is not necessarily limited to, demonstrating that the Proposed FBO Operator's aviation/business background and experience is appropriate for the Proposed FBO Operation, and that the Proposed FBO Operator has the resources (including, but not limited to, the financial capacity) to realize its business objectives.
  - (b) Each Proposed FBO Operator shall provide evidence, satisfactory to the County, of its financial responsibility. The Proposed FBO Operator shall also demonstrate financial capability to initiate operations, to construct proposed improvements, and to provide working capital to carry on the contemplated business.
- (2) Minimum Standards for Conduct and Performance.
  - (a) No FBO Operator shall engage in any FBO Operation at the Airport without first obtaining a written Agreement from the County authorizing such FBO Operation and performance of Regulated Service in accordance with specifications set forth in this Minimum Standards Ordinance and as set forth in any Agreement.
  - (b) Each FBO Operator shall furnish all equipment, supplies, tools, vehicles, materials and any other property to perform the Regulated Service and conduct its FBO Operation according to this Minimum Standards Ordinance and as required by its Agreement.
  - (c) The County shall not incur any cost, fees, damages or other expenses in the FBO Operator's performance of the Regulated Services or as part of the FBO Operation.
  - (d) Each FBO Operator shall conduct its business in a lawful and sanitary manner, including, but not limited to, the timely handling and disposal of all solid waste, regulated waste, and other materials. In accordance with all Applicable Laws and any Airport rules and regulations, the piling and storage of crates, boxes, barrels, containers, refuse and surplus property is not permitted upon the Airport Property.
  - (e) Each FBO Operator shall furnish good, prompt, courteous and efficient services adequate to meet all reasonable demands on a fair, reasonable and



nondiscriminatory basis to all users of the Airport who wish to avail themselves of the FBO Operator's Regulated Services and other ancillary services. FBO Operator shall maintain and operate its business and all aspects of the FBO Operation in a first-class manner, and shall at all times keep the Premises in a safe, clean and orderly condition, consistent with the Regulated Service and FBO Operations contemplated hereunder and to the satisfaction of the County, in the County's sole discretion.

- (f) Each FBO Operator shall provide a standard of service that is at least as high as that which is typical and customary of providers at similarly situated commercial service airports. Such standard of service shall include, without limitation, providing equal and responsive service to all users and customers of the Airport.
- (g) Each FBO Operator shall provide a sufficient number of properly certificated, rated and/or trained personnel to carry out their assigned duties for each FBO Operation. Multiple responsibilities may be assigned to personnel to meet the requirements set forth herein.
- (h) An FBO Operator may not enter into any sublease on the Premises or any portion of the Airport Property for any FBO Operation or Commercial Enterprise except upon express approval by the County, in the County's sole discretion.
- (i) For FBO Operations in which a fee is paid to the County, an FBO Operator shall provide a report and sufficient documentation of FBO Operator's Gross Receipts (as defined below) during the preceding month. Each report accompanying the payment of fees shall contain sufficient documentation to substantiate the amount of payment to the County, shall be prepared according to reasonable accounting standards, and shall be prepared to the County's sole satisfaction. In the event the County is not satisfied with the documentation to substantiate the Gross Receipts and payments to the County, FBO Operator shall provide any additional documentation or information that the County requests.

(3) Compliance.

- (a) The FBO Operator, at its sole cost and expense, shall ensure that all Commercial Enterprises comply with the terms of this Minimum Standards Ordinance and any all Applicable Laws.
- (b) The FBO Operator shall permit access by the County or agents of the State of Wisconsin to the Premises at any time for any inspection, review, audit or other actions to ensure compliance with all Applicable Laws of any Commercial Enterprise.
- (c) Upon request of the County, and within thirty (30) days of such request, the FBO Operator shall deliver documentation that all Commercial Enterprises are in compliance with any Applicable Laws. Whether documentation of compliance is

satisfactory shall be within the County's sole discretion. In the event of FBO's noncompliance with any Applicable Law, the provisions of Section \_\_\_\_\_ shall apply. Each FBO Operator shall make its services available to the public in accordance with the operating schedule set forth in the approved Agreement.

(4) Minimum Standards for Facilities.

- (a) Each FBO Operator shall lease or construct a building or buildings that shall provide sufficient, adequate and properly lighted and heated space for work areas, office spaces, storage, and a public waiting area that includes access to indoor restroom facilities, and a public telephone to accommodate the FBO Operations, and any other aspects of use involved in the Regulated Service. The minimum square footage required for each facility used in the FBO Operation or as part of performing the Regulated Service may be reduced or otherwise adjusted upon review and recommendation by the Public Works Committee and thereafter approval of the County Board of Supervisors.
- (b) No building, structure, tie-downs, ramps, paving, taxi areas or other improvements or additions to the Airport shall be altered, removed, placed or constructed at the Airport without the written prior approval of the County.
- (c) Construction of any new structures, buildings or other improvements on the Airport Property shall, at a minimum, comply with the following terms:
  - (i) All renovated or new structures, buildings or other improvements on the Airport Property shall comply with all Applicable Laws.
  - (ii) In the event of any construction on the Premises, the County may, at its discretion, require an appropriate bond to guarantee the completion of construction and/or demolition.
  - (iii) The County shall approve all plans and specifications prior to construction, and a notice of proposed construction required by 14 C.F.R. Part 77 is to be prepared by the FBO Operator and submitted to the Airport Manager for State and/or FAA coordination and approval.
- (d) All constructed improvements on the Premises shall revert to the ownership of the County upon termination or expiration of the Agreement unless if the improvements are to be demolished or otherwise removed by the FBO Operator.

(5) Minimum Standards for Equipment.

- (a) An FBO Operator shall provide the equipment, services, licenses and certificates required to meet the Minimum Standards for each Regulated Service in each applicable FBO Category defined herein Aeronautical Service the FBO Operator is performing.

- (b) An FBO Operator shall, at its sole expense, provide and maintain all Aircraft, equipment and facilities necessary for the performance of the Regulated Services and the FBO Operation.
  - (c) An FBO Operator shall comply with the all equipment and Aircraft requirements for each Regulated Service to be provided.
  - (d) Multiple uses may be made of all Aircraft except Aircraft used for crop dusting, aerial application, or other commercial use of chemicals.
  - (e) An FBO Operator shall comply with the Aircraft requirements, including the requirements thereon, for each Regulated Service to be provided.
- (6) Minimum Standards for Insurance. Unless set forth in a specific FBO Category below, the following insurance requirements shall apply:
- (a) The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of Wisconsin.
  - (b) The applicable minimum insurance coverage on combinations of services shall be discussed with the prospective FBO Operator following the submission of the Application.
  - (c) All insurance that the FBO Operator is required to carry and keep in force shall include the officers, agents and employees of the County named as an additional insured as well as a waiver of subrogation in favor of the County.
  - (d) Each FBO Operator shall furnish evidence of compliance with this requirement to the County with proper certification that such insurance is in force and shall furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such changes, if the change results in a reduction of coverage, and not more than five (5) days after such change if the change results in an increase in coverage.
  - (e) The applicable insurance coverage shall be in force during the period of any construction of the FBO Operator's facilities and/or prior to FBO Operator's entry upon the Airport for the conduct of business.
  - (f) Each FBO Operator shall furnish evidence of compliance with the Applicable Laws with respect to workmen's compensation and unemployment insurance.
  - (g) Each FBO Operator shall procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance as required by the County.

(7) Minimum Standards for Space and Maintenance.

- (a) Unless specifically provided otherwise in this Minimum Standards Ordinance for a specific FBO Category, the FBO Operator shall lease from the County an area adequate to efficiently operate the business in a safe manner.
- (b) All FBO Operation facilities shall be properly heated and lighted, and shall provide telephone facilities for customer use.
- (c) The FBO Operator shall provide a paved Aircraft apron within the Premises.
- (d) The FBO Operator shall maintain all facilities on the Premises, and keep all facilities and equipment in good working order, and complete any repairs or replacements necessary to meet the Minimum Standards and all terms of the Agreement.
- (e) The FBO Operator shall provide adequate auto parking space within the Premises to accommodate all of FBO Operator's employees and customers.

(8) Minimum Standards for Agreement Terms.

- (a) Each Agreement for performance of Regulated Services and any FBO Operation shall include the following terms, which shall be mutually agreed to by the FBO Operator and the County:
  - (i) Length or term of each Agreement term shall be mutually agreed to by the County and the FBO Operator.
  - (ii) Rent.
  - (iii) Fees to be paid to the County, including, but not limited to, fuel flowage fees, shared \_\_\_\_\_.
- (b) Each Agreement shall contain the following provisions regarding subordination, emergency leasing to the United States, and non-discrimination. The language for these provisions is as follows:
  - (i) Lease Subordinate to Agreement between County and the United States. This lease is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the County and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal funds for the extension, expansion or development of the Airport. Should the effect of such agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, the County shall terminate the lease.

- (ii) Emergency Lease to United States. During the times of war or national emergency, the County shall have the right to lease the landing area of the Airport, or any part 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. All facilities of the Airport developed with federal financial assistance and all facilities usable for landing and takeoff of aircraft will be available to the United States for use by government aircraft in common with other aircraft at all times without charge, except, if the use by government aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.
  
- (iii) The FBO Operator shall furnish all services authorized or licensed on a fair, equal and not unjustly discriminatory basis to all users, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that it may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law. The FBO Operator, for itself, its personal representatives, successors in interest, and assignees, hereby agrees that:
  - 1. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  - 2. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
  - 3. That the Premises are to be used in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.
  - 4. That in the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the lease and re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

**Section 1.05 FBO Categories.**

- (1) **FBO Category I, Fuel Sales.**
- (a) **Scope of Service.** This category shall include FBO Operator(s) who provide line services, including the sale and into-plane delivery of aviation fuels, lubricants and other related aviation petroleum products. This FBO function shall include, in addition to the above, the necessary ramp assistance in the parking of such Aircraft as may require the above services.
  - (b) **Minimum Standards and Procedures for FBO Category I, Fuel Sales.**
    - (i) Unless otherwise authorized in writing, the FBO Operator shall be open for Aircraft fueling and oil dispensing from 8:00 a.m. CST to 5:00 p.m. CST each day from Labor Day to Memorial Day of a given year, and 8:00 a.m. CST to 6:00 p.m. CST each from Memorial Day to Labor Day of each year. The FBO Operator shall make provision for such service during other hours on an on-call basis. The FBO Operator shall make provision for someone to be in attendance at the Airport at all times during the required operating hours.
    - (ii) The FBO Operator shall have employed and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner.
    - (iii) The FBO Operator performing the services under this category will be required to carry the following types of insurance, in the limits specified, and furnish the County a certificate of insurance listing the County as an “additional insured.”
      - 1. Comprehensive General Liability and Comprehensive Property Damage:
        - a. Bodily Injury (each occurrence): \$500,000 each person; \$2,000,000 each occurrence.
        - b. Property Damage: \$2,000,000 each occurrence.
      - 2. Hangar Keeper’s Liability and/or Products Liability: \$250,000 each occurrence, or an amount sufficient to insure maximum liability exposure.
      - 3. Workers’ Compensation and Employer’s Liability (if applicable): As required by Applicable Laws.

4. Motor Vehicle Liability:
    - a. Bodily Injury (Each accident): \$500,000 each person; \$1,000,000 each accident.
    - b. Property Damage: \$1,000,000 each accident.
  - (iv) In conducting refueling operations, every FBO Operator shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity.
  - (v) The FBO Operator shall provide fire extinguishers or other equipment, approved by the National Fire Protection Association, of such types and in such numbers as are commensurate with the hazards involved in refueling and servicing Aircraft.
  - (vi) The FBO Operator shall provide for the adequate and sanitary handling and disposal away from the Airport of all trash, waste and other materials, including, but not limited to, used oil, solvents and other waste and take all necessary steps to ensure continual compliance with Applicable Laws.
- (2) FBO Category II, Flight Instruction.
- (a) Scope of Service. This category shall include FBO Operator(s) who provide flight training and instruction of pilots at the Airport, and provide such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved. FBO Operation shall in all cases comply with relevant sections of FAR Part 141 Regulations.
  - (b) Minimum Standards and Procedures for FBO Category II – Flight Instructions.
    - (i) The FBO Operator shall lease or otherwise secure from the County space adequate to conduct its FBO Operation.
    - (ii) The FBO Operator should have on duty or on call not less than one (1) certified flight instructor having a current and valid certification. No flight instruction shall be given on the Airport without an FBO Agreement.
    - (iii) The FBO Operator shall have available for use in flight training, either owned or under written lease to FBO Operator, not less than one (1) properly certificated Aircraft which must be equipped for and capable of use in instrument flight instruction. The Aircraft shall be equipped consistent with the types of flight instruction offered. The County shall be entitled to request and the FBO Operator shall provide upon request copies of the FBO Operator's Aircraft registrations or leases.

- (iv) The FBO Operator performing the services under this category will be required to carry the following types of insurance, in the limits specified, and furnish the County a certificate of insurance listing the County as an “additional insured.”
    - 1. Comprehensive General Liability and Comprehensive Property Damage:
      - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
      - b. Property Damage: \$1,000,000 each occurrence.
    - 2. Hangar Keeper’s Liability and/or Products Liability: \$250,000 each occurrence, or an amount sufficient to insure maximum liability exposure.
    - 3. Workers’ Compensation and Employer’s Liability (if applicable): As required by Applicable Laws.
    - 4. Motor Vehicle Liability:
      - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each accident.
      - b. Property Damage: \$1,000,000 each accident.
    - 5. Student and Renters’ Liability: \$1,000,000 each accident.
  - (v) The FBO Operator shall have on a full-time basis at least one (1) flight instructor who has been properly certified by the FAA to provide the type of training offered.
  - (vi) The FBO Operator shall have available for call on a part time basis at least one (1) flight instructor who has been properly certificated by the FAA to provide the type of training offered.
- (3) FBO Category III, Chartered Aircraft and Chartered Air Taxi.
- (a) Scope of Services. This category shall include FBO Operator(s) engaged in the business of providing air transportation (persons/property) to the general public for hire, or on a charter basis as defined in the Federal Aviation Act and FAR Part 135, as amended or replaced.



- (b) Minimum Standards and Procedures.
  - (i) The FBO Operator shall lease or otherwise secure from the County space adequate to conduct its FBO Operation.
  - (ii) The FBO Operator shall provide, either owned or under written lease to the FBO Operator, at least one Aircraft that must meet the requirements of the air taxi, commercial operator certificate held by the FBO Operator and comply all other Applicable Laws.
  - (iii) The FBO Operator shall have in his/her employ and available during the appropriate business hours, not less than one (1) pilot appropriately rated by FAA to conduct the flight activity offered by the FBO Operator.
  - (iv) The FBO Operator shall ensure that an employee or designated representative of the FBO Operator be available to accept passenger inquiries and to be at the Airport at least one (1) hour prior to all scheduled passenger flight arrivals or departures that occur under this Category III.
  - (v) The FBO Operator upon request shall provide the County with copies of the FBO Operator's Aircraft registrations, Aircraft lease documents, or any other documents addressing the ownership of an Aircraft.
  - (vi) The FBO Operator performing the services under this category will be required to carry the following types of insurance, in the limits specified, and furnish the County a certificate of insurance listing the County as an "additional insured."
    - 1. Comprehensive General Liability and Comprehensive Property Damage:
      - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
      - b. Property Damage: \$1,000,000 each occurrence.
    - 2. Hangar Keeper's Liability and/or Products Liability: \$250,000 each occurrence, or an amount sufficient to insure maximum liability exposure.
    - 3. Workers' Compensation and Employer's Liability (if applicable): As required by Applicable Laws.

4. Motor Vehicle Liability (if applicable):
  - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
  - b. Property Damage: \$1,000,000 each occurrence.

(2) FBO Category IV, Aircraft Sales.

- (a) Scope of Services. This category shall include FBO Operator(s) engaged in the sale of new or used Aircraft through franchises, licensed dealerships or distributorships (either on a retail or wholesale basis) or otherwise.
- (b) Minimum Standards and Procedures.
  - (i) The FBO Operator shall lease or otherwise secure from the County space adequate to conduct its FBO Operation.
  - (ii) For sale of new Aircraft, the FBO Operator must have a sale or distributorship franchise from a recognized Aircraft manufacturer of new Aircraft. The FBO Operator must file proof of such sale or distributorship franchise with the County Public Works Committee.
  - (iii) The FBO Operator shall provide necessary and satisfactory arrangements for repair and servicing of Aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a repair shop FBO Operator at the Airport. The FBO Operator shall provide the County with documentation, acceptable to the County, detailing such repair and servicing arrangements. The FBO Operator shall provide an adequate inventory of such parts for the type of Aircraft for which sales privileges are granted.
  - (iv) The FBO Operator shall provide current, up-to-date specifications and price lists for types and models of Aircraft sold.
  - (v) The FBO Operator shall have in FBO Operator's employ, and on duty during the appropriate business hours, not less than one (1) person having a current, private pilot certificate and minimum hour requirements as specified by the FAA for type and category of Aircraft to be demonstrated for sale
  - (vi) The FBO Operator performing the services under this category will be required to carry the following types of insurance, in the limits specified, and furnish the County a certificate of insurance listing the County as an "additional insured."

1. Comprehensive General Liability and Comprehensive Property Damage:
    - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
    - b. Property Damage: \$1,000,000 each occurrence.
  2. Hangar Keeper's Liability and/or Products Liability: \$250,000 each occurrence, or an amount sufficient to insure maximum liability exposure.
  3. Workers' Compensation and Employer's Liability (if applicable): As required by Applicable Laws.
  4. Motor Vehicle Liability (if applicable):
    - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
    - b. Property Damage: \$1,000,000 each occurrence.
- (3) FBO Category V, Aircraft Rentals.
- (a) Scope of Services. This category shall include FBO Operator(s) engaged in the rental of Aircraft for operation by student pilots or other pilots not employed by the FBO Operator.
  - (b) Minimum Standards and Procedures.
    - (i) The FBO Operator shall lease or otherwise secure from the County space adequate to conduct its FBO Operation.
    - (ii) The FBO Operator performing the services under this category will be required to carry the following types of insurance, in the limits specified, and furnish the County a certificate of insurance listing the County as an "additional insured."
      1. Comprehensive General Liability and Comprehensive Property Damage:
        - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
        - b. Property Damage: \$1,000,000 each occurrence.

2. Hangar Keeper's Liability and/or Products Liability: \$250,000 each occurrence, or an amount sufficient to insure maximum liability exposure.
  3. Workers' Compensation and Employer's Liability (if applicable): As required by Applicable Laws.
  4. Motor Vehicle Liability (if applicable):
    - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
    - b. Property Damage: \$1,000,000 each occurrence.
  5. Renter's Liability: \$1,000,000 each occurrence.
- (iii) The FBO Operator shall have available for rental, either owned or under written lease to FBO Operator, not less than one (1) properly certificated and currently airworthy Aircraft meeting all Applicable Laws for rental aircraft.
  - (iv) An FBO Operator will have an FBO Agreement for Aircraft rental will be required for any individual or entity that rents Aircraft.
  - (v) The FBO Operator shall have in its employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards in an efficient manner, but never less than one (1) person having a current commercial pilot certificate with appropriate ratings, including instructor rating. The FBO Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.
  - (vi) The FBO Operator shall provide the County with copies of FBO Operator's Aircraft registrations and Aircraft lease documents.
- (4) FBO Category VI. Aircraft Airframe and Power Plant Repair and Maintenance.
- (a) Scope of Services. This category shall include FBO Operator(s) engaged in the maintenance and repair of Aircraft, Airplanes, power plants, propellers and accessories. Included in this category shall be the sale of Aircraft parts and accessories.
  - (b) Minimum Standards and Procedures.
    - (i) The FBO Operator shall lease or otherwise secure from the County space adequate to conduct its FBO Operation.

- (ii) The FBO Operator performing the services under this category will be required to carry the following types of insurance, in the limits specified, and furnish the County a certificate of insurance listing the County as an “additional insured.”
  - 1. Comprehensive General Liability and Comprehensive Property Damage:
    - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
    - b. Property Damage: \$1,000,000 each occurrence.
  - 2. Hangar Keeper’s Liability and/or Products Liability (if applicable): \$250,000 each occurrence, or an amount sufficient to insure maximum liability exposure.
  - 3. Workers’ Compensation and Employer’s Liability (if applicable): As required by Applicable Laws.
  - 4. Motor Vehicle Liability (if applicable):
    - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
    - b. Property Damage: \$1,000,000 each occurrence.
- (iii) The FBO Operator should have or have in his/her employ, and on duty during the appropriate business hours, not less than one (1) person currently certificated by the FAA with ratings appropriate to the work being performed.
- (iv) Maintenance, except for emergency repair, shall not be provided on the parking ramps or taxiways and must be performed in the spaces set forth in the FBO Agreement.
- (v) The FBO Operator shall provide sufficient equipment, supplies, availability of parts equivalent to that required for certification by the FAA as an approved repair station.
- (vi) The FBO Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant or an Aircraft inspector rating, and one (1) other person (not necessarily rated).

- (vii) The FBO Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.
- (5) FBO Category VII, Aircraft Painting and/or Repair of Interiors.
- (a) Scope of Services. This category shall include FBO Operator(s) engaged in the business of and/or providing a shop for, the painting of Aircraft and/or for the repair, rehabilitation, or renovation of Aircraft interiors.
  - (b) Minimum Standards and Procedures.
    - (i) The FBO Operator shall lease or otherwise secure from the County space adequate to conduct its FBO Operation.
    - (ii) The FBO Operator performing the services under this category will be required to carry the following types of insurance, in the limits specified, and furnish the County a certificate of insurance listing the County as an “additional insured.”
      - 1. Comprehensive General Liability and Comprehensive Property Damage:
        - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
        - b. Property Damage: \$1,000,000 each occurrence.
      - 2. Hangar Keeper’s Liability and/or Products Liability (if applicable): \$250,000 each occurrence, or an amount sufficient to insure maximum liability exposure.
      - 3. Workers’ Compensation and Employer’s Liability (if applicable): As required by Applicable Laws.
      - 4. Motor Vehicle Liability (if applicable):
        - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
        - b. Property Damage: \$1,000,000 each occurrence.
    - (iii) An FBO Agreement for Aircraft Painting will be required for FBO Operators who strip and repaint more than two (2) Aircraft annually.
    - (iv) The FBO Operator shall obtain all required equipment and permits prior to operation and ensure compliance with all Applicable Laws.

- (v) The FBO Operator shall provide a paved Aircraft apron within the leased area to accommodate Aircraft movement from the FBO Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the FBO Operator.
  - (vi) The FBO Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person who is an FAA rated radio, instrument or propeller repairman and one (1) other repairman who need not be rated by the FAA.
- (6) FBO Category VIII, FAA Authorized Repair Station for Avionics Sales and Service.
- (a) Scope of Services. This category shall include FBO Operator(s) engaged in, or providing a shop for, the repair of Aircraft radios, instruments, and accessories for general aviation Aircraft. Included in this category shall be the sale of new or used Aircraft radios, instruments and accessories.
  - (b) Minimum Standards and Procedures.
    - (i) The FBO Operator performing the services under this category will be required to carry the following types of insurance, in the limits specified, and furnish the County a certificate of insurance listing the County as an "additional insured."
      - 1. Comprehensive General Liability and Comprehensive Property Damage:
        - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
        - b. Property Damage: \$1,000,000 each occurrence.
      - 2. Hangar Keeper's Liability and/or Products Liability (if applicable): \$250,000 each occurrence, or an amount sufficient to insure maximum liability exposure.
      - 3. Workers' Compensation and Employer's Liability (if applicable): As required by Applicable Laws.
      - 4. Motor Vehicle Liability (if applicable):
        - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
        - b. Property Damage: \$1,000,000 each occurrence.

- (ii) The FBO Operator shall provide sufficient equipment, supplies, manuals and availability of parts equivalent to that required for certification by the FAA.
  - (iii) The FBO Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category of services in an efficient manner, but never less than one (1) person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant or an aircraft inspector rating, and one (1) other person not necessarily rated.
- (7) FBO Category IX, Aircraft Parking and Storage.
- (a) Scope of Services. This category shall include FBO Operator(s) engaged in the temporary and/or permanent parking or storage of Aircraft at the Airport for profit. This section does not apply to a hanger owner that stores the owner's Aircraft or another's Aircraft for no charge or other consideration.
  - (b) Minimum Standards and Procedures.
    - (i) The FBO Operator shall lease or otherwise secure from the County space adequate to conduct its FBO Operation.
    - (ii) The FBO Operator performing the services under this category will be required to carry the following types of insurance, in the limits specified, and furnish the County a certificate of insurance listing the County as an "additional insured."
      - 1. Comprehensive General Liability and Comprehensive Property Damage:
        - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
        - b. Property Damage: \$1,000,000 each occurrence.
      - 2. Hangar Keeper's Liability and/or Products Liability (if applicable): \$250,000 each occurrence, or an amount sufficient to insure maximum liability exposure.
      - 3. Workers' Compensation and Employer's Liability (if applicable): As required by Applicable Laws.



4. Motor Vehicle Liability (if applicable):
    - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
    - b. Property Damage: \$1,000,000 each occurrence.
  - (iii) The FBO Operator shall lease from the County an area of land for Aircraft parking and or erect one or more hangars in accordance with Applicable Laws, including commercial building codes and specifications. Aircraft storage hangars shall not have less than 3,000 square feet of floor space, and “T” hangars shall have a minimum of five (5) units for storing Aircraft.
  - (iv) The FBO Operator shall provide a paved aircraft apron within the leased area to accommodate all customer Aircraft waiting interior storage or delivery.
  - (v) The FBO Operator shall provide towing service for movement of Aircraft to and from the Airport taxiway system.
- (8) FBO Category X, Commercial Enterprise.
- (a) Scope of Services. This category shall include FBO Operations engaged in Commercial Enterprises, which include:
    - (i) Individual sale of food and nonalcoholic beverages, catering, vending machines, concessions or other delivery of food or beverages to guests, visitors, tenants or other users of the Airport. The sale of food and nonalcoholic beverages permitted herein does not include operation of a restaurant.
    - (ii) Retail sale of clothing or other personal items.
  - (b) Minimum Standards and Procedures.
    - (i) The FBO Operator shall lease or otherwise secure from the County space adequate to conduct its FBO Operation.
    - (ii) The County may require additional terms given the unique nature of the Commercial Enterprise.
    - (iii) The Commercial Enterprise complies with all Applicable Laws for such Commercial Enterprise.
    - (iv) The FBO Operator performing the services under this category will be required to carry the following types of insurance, in the limits specified,

and furnish the County a certificate of insurance listing the County as an “additional insured.”

1. Comprehensive General Liability and Comprehensive Property Damage:
    - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
    - b. Property Damage: \$1,000,000 each occurrence.
  2. Hangar Keeper’s Liability and/or Products Liability: \$250,000 each occurrence, or an amount sufficient to insure maximum liability exposure.
  3. Workers’ Compensation and Employer’s Liability (if applicable): As required by Applicable Laws.
  4. Motor Vehicle Liability:
    - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
    - b. Property Damage: \$1,000,000 each occurrence.
- (9) Category XI Specialized Commercial Flying Services.
- (a) Scope of Services. This category shall include any specialized commercial flying services engaged in air transportation for hire for the purpose of providing the use of Aircraft for the activities listed below:
    - (i) Nonstop sightseeing flights that begin and end at the Airport within a twenty-five (25)-mile radius of the Airport.
    - (ii) Crop dusting, seeding, spraying, and bird chasing.
    - (iii) Banner towing and aerial advertising.
    - (iv) Aerial photography or survey.
    - (v) Fire-fighting.
    - (vi) Power line or pipe line patrol.
    - (vii) Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

- (b) Minimum Standards and Procedures.
- (i) All FBO Operators shall demonstrate that they have the availability of Aircraft suitably equipped for the particular type of operation they intend to perform.
  - (ii) The FBO Operator shall provide, either owned by or leased to the FBO Operator, not less than one (1) Aircraft which will be airworthy, meeting all the requirements of the FAA and applicable regulations of the State of Wisconsin with respect to the type of operations to be performed.
  - (iii) In the case of crop dusting or aerial application, the FBO Operator shall provide tank trucks for the handling of liquid spray and mixing fluids. The FBO Operator shall also provide adequate ground equipment for the safe handling and safe loading of dusting materials and the waste from such materials.
  - (iv) The FBO Operator performing the services under this category will be required to carry the following types of insurance, in the limits specified, and furnish the County a certificate of insurance listing the County as an “additional insured.”
    - 1. Comprehensive General Liability and Comprehensive Property Damage:
      - a. Bodily Injury (each occurrence): \$500,000 each person; \$2,000,000 each occurrence.
      - b. Property Damage: \$2,000,000 each occurrence.
    - 2. Hangar Keeper’s Liability and/or Products Liability (if applicable): \$250,000 each occurrence, or an amount sufficient to insure maximum liability exposure.
    - 3. Workers’ Compensation and Employer’s Liability (if applicable): As required by Applicable Laws.
    - 4. Motor Vehicle Liability (if applicable):
      - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
      - b. Property Damage: \$1,000,000 each occurrence.
  - (v) The FBO Operator must provide, by means of an office or a telephone, a point of contact for the public desiring to utilize the FBO Operator’s services.

- (vi) The FBO Operator shall have in its employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner, but never less than one (1) person holding a current FAA commercial certificate, properly rated for the Aircraft to be used and the type of operation to be performed and one (1) other person to assist in the loading and servicing of Aircraft.
  - (vii) In case of crop dusting or aerial application, FBO Operator shall provide tank trucks for the handling of liquid spray and mixing liquids. FBO Operator shall also provide adequate ground equipment for the safe handling and safe loading of dusting materials. FBO Operator shall also provide for safe transportation, storage and containment of noxious, waste or stored chemicals. The FBO Operator shall provide the County with all applicable permits and approvals as may be required by the Wisconsin Department of Natural Resources, the United States Environmental Protection Agency, or other applicable regulatory agency. Such facilities will be in a location at the Airport which will provide the greatest safeguard to the public. An FBO Operator engaged in this commercial activity shall be required to indemnify the County, in a manner satisfactory to the County, to prevent the County from being held liable for activities of the FBO Operator associated with losses due to the FBO Operator's use of chemical and other potential environmental pollutants.
- (10) Category XII, Scheduled Air Carriers or Scheduled Air Taxi.
- (a) Scope of Service. This category shall include any air carrier or scheduled air taxi operation engaged in air transportation of passengers and/or cargo between the Airport and fixed origination and/or destination points on a scheduled basis for consideration and available to the general public.
  - (b) Minimum Standards.
    - (i) The FBO Operator shall lease from the County adequate space to sufficiently meet the needs of the general public it will serve or of the services it will perform, but in no event less than a minimum of 5000 square feet.
    - (ii) The FBO Operator shall own or have on lease, for not less than a period of twelve (12) months, sufficient Aircraft, but in any event not less than two (2), with passenger and/or cargo capacity to adequately serve the proposed routes and schedules of the FBO Operator.
    - (iii) The FBO Operator shall require that all Aircraft used for passenger service having a passenger seating capacity of six (6) or more, shall be operated with a crew of at least two (2) pilots; and all Aircraft operated for

passenger service having a maximum passenger seating capacity of seven (7) or less may be operated by a crew of one (1) pilot if said aircraft shall have an automatic pilot, as may be required by the FAA for the service intended, and all aircraft used for cargo only shall meet the minimum standards as may be required by the FAA for the services being performed.

- (iv) In all cases, pilots shall be qualified for single pilot operation with an automatic pilot, and all pilots and copilots must hold I.F.R. ratings.
- (v) During the time said service is being provided, the FBO Operator shall maintain a training program for all pilots, supervised by a director of training, and shall require six (6)-month proficiency checks administered by a check pilot who is duly qualified and authorized to provide said checks by the FAA. The results of said checks shall be kept on record and be available for inspection by the County.
- (vi) The FBO Operator shall provide adequate facilities and personnel for the maintenance of all Aircraft used in its scheduled operations to or from the County, or contract for such maintenance, in which event FAA licensed airframe and power plant mechanics or such competent personnel as may be available may be used in said emergency to perform said work.
- (vii) Provide at other terminals on all flights serving the County, adequate facilities and convenience for passengers.
- (viii) Maintain on duty at the County, at least one (1) person employed for the purpose of servicing airline customers at least eight (8) hours per day every weekday, and on Saturday, Sunday and holidays such personnel as may be required, based on the service provided.
- (ix) At all points served on flights to or from the Airport maintain sufficient personnel for servicing the airline customers.
- (x) Conduct operations in accordance with an operation manual approved by the FAA and all other Applicable Laws.
- (xi) The FBO Operator performing the services under this category will be required to carry the following types of insurance, in the limits specified, and furnish the County a certificate of insurance listing the County as an “additional insured.”
  - 1. Comprehensive General Liability and Comprehensive Property Damage:
    - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.

- b. Property Damage: \$1,000,000 each occurrence.
  - 2. Hangar Keeper's Liability and/or Products Liability (if applicable): \$250,000 each occurrence, or an amount sufficient to insure maximum liability exposure.
  - 3. Workers' Compensation and Employer's Liability (if applicable): As required by Applicable Laws.
  - 4. Motor Vehicle Liability (if applicable):
    - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
    - b. Property Damage: \$1,000,000 each occurrence.
- (11) FBO Category XII, Multiple Services/Multiple FBO Operations.
- (a) Scope of Services. This category shall include FBO Operator(s) engaged in any two (2) or more of the FBO Operations set forth in the categories above.
  - (b) Minimum Standards and Procedures. The FBO Operator performing multiple FBO Operations shall comply with all requirements of each category of FBO Operation performed, except as set forth below.
    - (i) The FBO Operator shall lease from the County ground space at least equal in area to the highest of the minimum square footage requirements set forth for the several services to be provided.
    - (ii) If crop dusting, aerial application, or other commercial use of chemicals are part of the multiple services offered, the FBO Operator shall meet the requirements of Section \_\_\_\_.
    - (iii) Any FBO Operator also offering or providing Commercial Enterprise services shall also be deemed a Category XI FBO.
    - (iv) The FBO Operator performing multiple FBO Operations shall comply with all insurance requirements for each category of FBO Operation performed.

**Section 1.02 Other Airport Uses.**

- (1) Operation of Nonprofit Flying Clubs.
  - (a) A nonprofit flying club organization operating under this section must be a nonprofit state corporation or partnership, or demonstrably affiliated with same. Each member must be a bona fide owner of the Aircraft or a stockholder in the

corporation or, in the case of a parent corporation or institution, each member must be currently employed by or enrolled in same.

- (b) The nonprofit flying club's Aircraft shall not be used by other than bona fide members for rental, and by no one for hire, charter, air taxi or other commercial operations or other Regulated Services. Student instruction can be given in club Aircraft to nonprofit flying club members, provided such instruction is given by an FBO Operator based at the Airport who provides flight training.
- (c) The nonprofit flying club will file and keep current with the County a complete list of the nonprofit flying club's membership and investment share held by each member.
- (d) The nonprofit flying club shall be duly licensed by the State.
- (e) The nonprofit flying club shall provide the County with copies of owners' Aircraft registrations and Aircraft lease documents.
- (f) The nonprofit flying club shall maintain, and make available to the County upon request, a master flight log describing the use category of the club's Aircraft and the purpose of each flight. In the event of a flight for the purpose of flight instructions, the student's name and the flight instructor's name.

**Section 1.03 Rent and Fees; Payments by FBO Operator to the County.**

As consideration for the right to conduct an FBO Operation on the Premises as set forth in any Agreement, FBO Operator shall pay to the County the following:

- (1) **Rent.** Rent shall be determined based on specifics of the Proposed FBO Operation and shall be mutually agreeable by the Proposed FBO Operator and the County. The amount and reasonableness of any of rent may be based upon the then-existing financial and business conditions relevant to the FBO Operation and circumstances of the FBO Operator.
- (2) **Term.** The term of any Agreement shall be determined based on the specifics of the Proposed FBO Operation, the need for the Regulated Services, and the best interests of the County's health, welfare and safety.
- (3) **Fuel Flowage Fee.**
  - (a) Any Category I FBO Operator shall pay the County a Fuel Flowage Fee to be determined by the FBO Operator and the County in an Agreement. The County reserves the right in its discretion to modify the fuel flowage fee based on the circumstances that are reasonable and necessary in connection with the operation and development of the Airport and in conjunction with annual increases in the Consumer Price Index for All Urban Consumers in the Midwest published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 100. Any such

increase shall be limited to one cent (\$0.01) per gallon adjusted with thirty (30) days' prior written notice in any one (1) calendar year. Any modification of fuel flowage fees shall be in the best interests of the County and in the County's health, welfare and safety.

- (b) Every person or organization receiving aviation fuel shall monthly submit to the Airport Manager and Public Works Committee a list of all aviation fuel delivered to them and shall keep a record of all fuel invoices available for inspection by the County.
- (4) Percentage of User Fees. An FBO Operator shall pay to the County an amount equal to fifty percent (50%) of all Gross Receipts of all User Fees.
- (5) Percentage of Commercial Enterprise Receipts. In addition to fuel flowage fees set forth in Section \_\_\_\_\_ and the percentage of User Fees set forth in Section \_\_\_\_\_, an FBO Operator shall pay to the County an amount equal to fifteen percent (15%) of all Gross Receipts for Commercial Enterprises.
- (6) Time of Payment. The payments for any amounts to be paid by an FBO Operator to the County set forth in this Section \_\_\_\_\_ shall be paid to the County on or before the twentieth (20th) day following the end of each month during the term of the Agreement, together with a report and sufficient documentation to support the FBO Operator's calculation of the FBO Fees, including, but not limited to, the FBO Operator's fuel sales records, during the preceding month. Notwithstanding the provisions of Section \_\_\_\_\_, each report accompanying the payment of FBO Fees shall contain sufficient documentation to substantiate the amount of payment to the County and shall be prepared according to reasonable accounting standards and to the County's sole satisfaction.
- (7) Failure to Pay Charges. In the event the FBO Operator fails to make timely payment of any FBO Fees or other payment due and payable in accordance with the terms of the Agreement within ten (10) days after such payment shall become due and payable, interest at the rate of 1-1/2% per month or a fraction thereof on the unpaid balance shall accrue against the delinquent payment from the date due until the date payment is received by the County. Notwithstanding the foregoing, the County shall be permitted to terminate the Agreement for default in the payment of any FBO Fees or other payment due and payable to the County in accordance with the terms of the Agreement, or from enforcing any other provisions contained herein or implied by law.
- (8) Aircraft Parking Fees. The collection of a parking fee by the County from owners of all itinerant Aircraft parking overnight at the Airport in areas that are not leased to an FBO Operator is hereby authorized. All parking fees shall be as set forth in the Schedule of Fees adopted by the County Board and attached hereto. At no time should fees exceed the following, and parking fees can be waived by an FBO if fuel is purchased.
- (9) Automobile (Vehicle) Parking Fees. The collection of an automobile (vehicle) parking fee for vehicles not otherwise authorized by the County to park overnight in the parking



lot is hereby authorized to be collected by the County from the owners of automobiles, vans, trucks, motorcycles or other vehicles. All vehicle parking fees shall be as set forth in the Schedule of Fees adopted by the County Board and attached hereto. The County may collect these fees on its own or it may subcontract the collection of part or all the fees to an agent or agents. The County may remove and impound any vehicle which is illegally parked, disabled or abandoned, whether in the general parking area or elsewhere upon the Airport Property. Such vehicles shall be released to the owner thereof only upon presentation of proper identification and payment of all towing, storage charges, other fees, and forfeitures as assessed or incurred by the County.

**Section 1.04 Minimum Standards and Procedures for Agricultural FBO Operators.**

- (1) **Application.** Any person(s), firm or legal entity wishing to obtain the right to conduct and/or establish an agricultural activity shall make application to the County consistent with the terms of Section \_\_\_\_\_ and include the following additional information:
  - (a) A complete description of the type of activity proposed, including, but not limited to, types of crops, methods of harvest, and times of on-site activity.
  - (b) A listing and description of the types of machinery required for conduct of the agricultural activity.
  - (c) Location of off-site storage facilities for machinery, equipment, supplies and harvested crops.
  - (d) A plan for the maintenance of soil fertility, if the proposed use is for more than a single growing season.
  - (e) Any other information the County deems reasonably necessary.
- (2) **Agreements.** In addition to required terms set forth in Section \_\_\_\_\_, any Agreement for agricultural activities shall include, among other things, a covenant reciting the County's right to:
  - (a) Restrict, limit or otherwise control such agricultural activity in any manner it sees fit to insure safe and unimpeded aeronautical activity at the Airport, and
  - (b) Designate areas for agricultural activity and to designate the type of activity which can be conducted on each such area. Such designation may include, but will not necessarily be limited to: crop height; crop type; harvesting methods; days and hours of operation; storage and staging areas; and areas of the Airport where machinery and equipment may not be operated, driven or stored, and
  - (c) Such other restrictions or limitations which the County may deem appropriate.
  - (d) A covenant reciting the FBO Operator's obligation, in addition to all aforementioned obligations, to protect the general public, customers or clients and

the County from any and all damages, claims, or liability, whether by the FBO Operator or others, relating to any monetary or other loss or damage in the conduct of any agricultural activity resulting from or alleged to have resulted from the County's exercise of its rights and privileges, whether specifically enumerated above or not.

- (e) Indemnification provisions consistent with Section \_\_\_\_\_ herein.
- (f) The FBO Operator performing the services under this category will be required to carry the following types of insurance, in the limits specified, and furnish the County a certificate of insurance listing the County as an "additional insured."
  - 1. Comprehensive General Liability and Comprehensive Property Damage:
    - a. Bodily Injury (each occurrence): \$500,000 each person; \$2,000,000 each occurrence.
    - b. Property Damage: \$2,000,000 each occurrence.
  - 2. Hangar Keeper's Liability and/or Products Liability (if applicable): \$1,000,000 each occurrence.
  - 3. Workers' Compensation and Employer's Liability (if applicable): As required by Applicable Laws.
  - 4. Motor Vehicle Liability (if applicable):
    - a. Bodily Injury (each occurrence): \$500,000 each person; \$1,000,000 each occurrence.
    - b. Property Damage: \$1,000,000 each occurrence.

**Section 1.05 Minimum Standards and Procedures for Other Non-Aviation FBO Operators and/or FBO Operators.**

- (1) Application. Any person(s), firm or legal entity wishing to obtain the right to conduct and/or establish such other activity shall make application to the County in the following manner:
  - (a) A complete description of the type of activity proposed.
  - (b) A listing and description of the types of vehicles, equipment and machinery required for conduct of the activity.
  - (c) Location of off-site storage facilities for machinery, equipment or supplies.

- (d) A listing of and plan for the on-site handling of any attendees, other persons, and vehicles associated with the activity.
  - (e) Dates and times for the proposed activity.
- (2) Agreements. All Agreements for such other activities shall include, among other things, a covenant reciting the County's right to and provisions relating to:
- (a) Restrict, limit or otherwise control such activity in any manner it sees fit to ensure safe and unimpeded aeronautical activity at the Airport.
  - (b) Designate areas for the activity and to designate the type of security required in each such area.
  - (c) Such other restrictions or limitations which the County may deem appropriate.
  - (d) A covenant reciting the FBO Operator's obligation, in addition to all aforementioned obligations, to protect the general public, customers or clients and the County from any and all damages, claims or liability, whether by the FBO Operator or others, relating to any monetary or other loss or damage in the conduct of any such activity resulting from or alleged to have resulted from the County's exercise of its rights and privileges, whether specifically enumerated above or not.
  - (e) Indemnification provisions consistent with Section \_\_\_\_\_ herein.
  - (f) Any insurance requirements set forth by the County.
  - (g) Any other term or condition deemed necessary by the County.

**Section 1.06 Minimum Standards – Airport Manager.**

- (1) Manager's Minimum Standards. Any Management Agreement shall include, at a minimum, the following provisions and obligations of the Manager:
- (a) Conduct or provide for daily inspections of all Airport physical properties, including runways, taxiways, lighting systems, buildings, navigational equipment, automobile parking areas, tie-down areas and access roads; and personally make or direct others to make routine repairs, replacements and improvements in a timely and efficient manner;
  - (b) Requisition or purchase supplies required in daily operation and maintenance in compliance with the County's Purchasing Policy;
  - (c) Keep a complete and accurate record of all maintenance work performed on the Airport or on the Airport Property and make such reports to the County as may be

required at such time and in the form requested by the County Administrator or the County Public Works Committee;

- (d) Determine current and potential program needs and prepare plans from time to time to fill these needs; make recommendations for current and future development of aviation facilities; coordinate all development and improvement with the proper local, state and federal agencies, engineers, architects and other professionals, aviation organizations, and public interest groups;
- (e) Recommend to the County proposed ordinances and regulations relating to the safe and efficient operation of the Airport, and governing the use of the Airport, including the leasing of floor space, parking, hangars and other property;
- (f) Monitor compliance with and assure enforcement of all County Ordinances and regulations concerning the Airport;
- (g) Serve as a liaison between the County and the Airport users and lessees relative to the preparation, negotiation, rates and charges, and terms of leases and Agreements at the Airport;
- (h) Develop and maintain effective liaison with the traveling and general public, commercial and general aviation interests, agencies having control over, or interest in, certain Airport activities, tenants and their employees, and all entities with an interest in the Airport or the Airport Property, including, but not limited to, hanger leases and Agreements;
- (i) Establish appropriate Airport accounts, prepare periodic and special operations and financial reports, including annual budget requests for the County, all using generally accepted accounting principles and practices;
- (j) Supervise the operation, maintenance, security, fire prevention, and safety of the Airport at all times;
- (k) Be responsible for coordinating and directing the timely and efficient snow plowing operation as provided by the County or others in written agreements and procedures with other County departments or contractors;
- (l) Ensure that the Manager's employees, agents, vendors and contractors possess such technical qualifications and hold such certificates or qualifications, or both, as may be required in carrying out assigned duties. It shall be the Manager's responsibility to maintain close supervision over the Manager's employees and contractors;
- (m) Be responsible for notifying the FAA Flight Service Station promptly of all conditions affecting the safe use of the Airport;

- (n) Be responsible for overseeing adherence to the provisions of this Minimum Standards Ordinance as enacted and as amended;
- (o) Refer any suspected violation of this Minimum Standard Ordinance to the County Administrator for determination of whether enforcement action is appropriate;
- (p) Upon request, attend all County Public Works Committee meetings and any County Board of Supervisor meetings where Airport issues are on the agenda or upon request of the County Administrator;
- (q) Develop and provide to the County Public Works Committee on a regular basis a written report, which will provide a brief status on conditions at the Airport and detail any other information that may be requested by the County Public Works Committee or the County Administrator;
- (r) Be responsible for the collection of all fees as assessed from time to time by the County and deliver such fees to the County Clerk within five (5) days of collection or as otherwise directed by the County Clerk;
- (s) Perform any other reasonable tasks as the County deems necessary to efficiently manage and operate the Airport;
- (t) Comply with all laws, statutes, ordinances, policies and regulations applicable to the Airport and Manager's responsibilities set forth in this Minimum Standards Ordinance;
- (u) Comply with all County policies, including, but not limited to, the County Purchasing Policy and Records Retention Policy;
- (v) Select and appoint a full-time Manager for its operation at the Airport. Such Manager shall be highly qualified and experienced, and be vested with full power and authority to act in the name of the FBO with respect to the method, manner, and conduct of the services to be performed hereunder. Such Manager shall be available at the Airport during regular business hours, and during the Manager's absence, a duly authorized and qualified subordinate shall be in charge of the Airport and on the Airport Property;
- (w) Provide, at its sole expense, a sufficient number of employees to effectively and efficiently provide the services herein authorized. During the required hours of operation, employ and have on duty sufficient staff to meet the Minimum Standards for each Aeronautical Activity provided. However, multiple responsibilities may be assigned to employees where feasible. Provide to the Airport a current written statement of the names, general technical qualifications, addresses, telephone numbers, and other necessary contact information for all personnel responsible for the operation and management of the Airport. In addition, provide the County a point-of-contact with phone numbers for emergency situations;

- (x) Ensure all Aircraft fuel handling personnel are trained in the safe and proper handling, dispensing, and storage of Aircraft fuel. Acceptable training shall be an FAA approved safety training course in accordance with FAA Advisory Circular 150/5230-4 and the National Air Transportation Association (NATA) “Safety First” Program or equivalent training program acceptable to the County. All training records and qualifications shall be provided to the County upon request in accordance with 14 C.F.R. Part 139.321; and
  - (y) Control the conduct, demeanor, and appearance of its employees and representatives. Such employees shall be trained and possess technical qualifications, and hold certificates of qualifications, as may be required for such employee to carry out assigned duties. Maintain close supervision over employees to ensure a high standard of service to customers of the Airport.
- (2) Terms of Management Agreement.
- (a) The County Public Works Committee shall negotiate the following terms to be included in any Management Agreement:
    - (i) Hours of operation.
    - (ii) Compensation.
    - (iii) Required services.
    - (iv) Premises upon which the Airport Manager’s work shall be conducted.
    - (v) Points of contact.
    - (vi) Additional terms and conditions that the County Public Works Committee determines are in the best interest of the County and are required to protect the health, welfare and safety of the County and its residents.
  - (b) Any Airport Management Agreement shall contain the following terms, which may be described in greater detail in a Management Agreement:
    - (i) The Airport Manager shall not be deemed or considered a County employee, and any Management Agreement does not create an employer-employee relationship between the Airport Manager and the County.
    - (ii) Prohibition against the assignment of a management agreement.
    - (iii) Termination provisions.
    - (iv) Indemnification provisions consistent with Section \_\_\_\_\_ herein.

**Section 1.07 Indemnification.**

Any FBO Operator (including the FBO Operator's members, managers, agents, employees, invitees, officers and representatives) agrees to protect, defend, reimburse, indemnify and hold the County, as well as its agents, employees, administrators, representatives and elected officers, and each of them, free and harmless at all times from and against any and all claims, liabilities, expenses, losses, costs, fines and damages (including reasonable attorneys' fees) and causes of action of every kind and character against and from the County by reason of any:

- (a) Damage to property or the environment, including any contamination of any part of the Premises or Airport Property, such as the soil or storm water by fuels and other petroleum products, chemicals or other substances deemed by the Federal Environmental Protection Agency to be environmental contaminants at the time this Minimum Standards Ordinance is adopted or may be redefined by the appropriate regulatory agencies in the future;
- (b) Bodily injury (including death) incurred or sustained by any party, arising out of or incident to or in connection with the FBO Operator's performance under this Minimum Standards Ordinance, the FBO Operator's use or occupancy of the improvements located on the Premises or Airport Property;
- (c) Acts, omissions or operations hereunder or the performance, nonperformance or purported performance of the FBO Operator, any breach of the terms of this Minimum Standards Ordinance, or any other failure to comply with the terms and conditions of this Minimum Standards Ordinance; or
- (d) Failure to comply with any Applicable Laws.

**Section 1.08 Spill Fuel Prevention Control.**

- (1) Potential Fuel Spill Sources. Potential sources of spills at the Airport include the following:
  - (a) the filling of underground fuel storage tanks;
  - (b) the transfer of fuel between fuel storage tanks;
  - (c) the transfer of fuel from storage tanks or trucks to an Aircraft; and
  - (d) the filling or unloading of other storage facilities or structures with oil, fuel oil, gasoline, or other hazardous or toxic materials or liquids.
- (2) Alert Procedure for Fuel Spills. Any person who observes a spill shall immediately notify the County office for emergency government. That office shall contact the City of Hayward and Sawyer County fire services for response and investigation of the fuel spill. The following information should be determined upon investigation of the spill:

- (a) time of observation of spill;
  - (b) location of spill;
  - (c) identity of material spilled;
  - (d) probable source of spill;
  - (e) probable time of spill;
  - (f) volume of spill and duration;
  - (g) present and anticipated movement of spill;
  - (h) weather conditions;
  - (i) personnel at scene; and
  - (j) action initiated by personnel.
- (3) Containment and Clean-Up. The containment and cleanup of fuel spills shall be performed in a manner consistent with existing federal and state environmental laws and regulations. If said spillage should occur accidentally or otherwise, the responsible individual, individuals, or other legal entity shall be charged for all costs resulting from the clean-up of the spillage. Each governmental unit shall be reimbursed for actual costs resulting from its services provided in the spillage clean-up process.

**Section 1.09 Control of Underground Storage Tank (UST) Facilities.**

- (1) Prohibition. The installation of USTs for purpose of storing and/or dispensing fuel, oil, and any other petroleum products or any regulated hazardous substances is strictly prohibited unless prior written authorization is obtained from the County. Regulated hazardous substances include, but are not limited to, those defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) and as amended.
- (2) County Authorization. Application to the County for authorization to construct USTs shall be in writing and shall consist of the following items:
- (a) A detailed proposal from the party seeking authorization disclosing the purpose to be served, the benefits to be derived, and any adverse consequences occasioned by the construction.
  - (b) Written and valid approvals of the construction from the Federal Environmental Protection Agency (EPA) and the State Department of Natural Resources (DNR).



- (c) Written assurances from the party seeking authorization that all federal, state and local laws will be complied with in all respects by the construction and maintenance of the proposed UST.
  - (d) A full and complete written indemnification proposal which would protect the County from any liability arising from the construction, use and maintenance of the proposed UST.
  - (e) A detailed written proposal explaining what procedures will be followed in the event the proposed UST for whatever reason has to be removed from the premises.
  - (f) The County reserves the right to deny any such application at its sole discretion or condition its authorization upon any contingency which the County deems appropriate to require.
- (3) Regulation of Existing USTs. The owners of existing USTs at the Airport are solely responsible for the lawful and efficient operation of those USTs consistent with all applicable state and federal environmental protection laws and regulations, including, but not limited to, 40 C.F.R. Parts 280 and 281, ILHR 10, Wis. Admin. Code, “CERCLA” 42 U.S.C. § 9601 *et seq.*, and Wisconsin Statute Ch. 144, the “Wisconsin Spill Statute.” The County has the right to demand a written report from the owners of existing USTs setting forth in detail the action taken by the owners to comply with federal and state laws. Further, the owners of existing USTs are required hereby to indemnify and hold harmless the County from any violation of federal or state law, along with any consequential damages, penalties, forfeitures, fines or assessments of costs and/or attorneys’ fees, which are attributed to the owner’s continued use, operation or interest in existing USTs at the Airport.

**Section 1.10 Compliance with County Zoning Ordinances.**

- (1) Compliance. Any FBO Operation shall comply with the restrictions set forth in the County Zoning Ordinance. An FBO Operator shall apply for and obtain all required zoning approvals prior to commence any FBO Operation or entering into any Agreement for the FBO Operation.
- (2) Terms of Use. Any FBO Operation shall adhere to specific restrictions placed on that FBO Operation or on the FBO Operator pursuant to a conditional use permit, which may include, but is not limited to, hours of operation, noise levels, and restrictions on equipment or building requirements. Any required terms of use shall be set forth in the Agreement.

**Section 1.11 Public Access to the Airport.**

- (1) Airport Rules and Regulations. Nothing in this Minimum Standards Ordinance shall prohibit the County from adopting rules and regulations for the Airport and any activity on the Airport Property.

- (2) Public Access. Airport visitors shall have access to all public use vehicle parking lots and access roads between such vehicle parking lots and public roads while on foot or within motor vehicles, unless such parking lots or access roads are signed or otherwise posted by the County pursuant to its authority. Visitors not in or on motor vehicles shall have access to all paved walkways between such parking lots and buildings of FBO Operators unless such walkways are similarly posted by the County. Visitors shall have access to waiting areas and public access areas of the terminal building and/or customer lounges of FBO Operators/FBO Operations during hours when such public buildings are open to the public.
- (3) Limited Access. The County may, from time to time, designate portions of the Airport for such non-Aviation activities as public parks, picnic areas, and observation areas. Visitors are permitted within the defined limits of these areas.
- (4) Restricted Access. Unless otherwise permitted by a duly authorized representative of the County, or as authorized by an FBO Agreement or a hanger lease agreement, no Airport visitor shall be allowed access to any of the following areas of the Airport:
  - (a) Runways;
  - (b) Taxiways;
  - (c) Aircraft Parking Aprons;
  - (d) Hangars;
  - (e) Service Roads;
  - (f) Unimproved or grass areas bounded by any of the above; or
  - (g) Any area signed or otherwise posted by the County.

A permitted exception to this Section shall be Aircraft passengers while embarking or debarking from Aircraft. Such passengers are permitted on Aircraft parking aprons within pedestrian walkways and on paved walkways between Aircraft parking aprons and improvements or buildings of FBO Operators or FBO Operations.

- (5) Penalties for Violation. Any person(s) violating the provisions of this Section shall be fined not less than \$25.00 nor more than \$100.00 for each violation. The standards and procedures set forth in this Minimum Standards Ordinance shall be implemented and enforced by the County and its designated agents or representatives.