Kris Glenn Mayberry, Sawyer County Clerk
Sawyer County Courthouse
10610 Main Street, Suite 10; Hayward, Wisconsin 54843
email address – county.clerk@sawyercountygov.org
telephone numbers 715.634.4866 and toll free 877.699.4110

September 4, 2015

Agenda
Public Works Committee meeting
September 9, 2015; 6:30 p.m.
Assembly Room, Sawyer County Courthouse

01. Meeting agenda
02. Minutes of August 12, 2015 meeting
03. Audience recognition
04. Maintenance Department report, including:
- project report
- monthly department expense vouchers

05. Highway Department report, including:
- Highway Commissioner's report
- award bid for two ¾-ton crew cab trucks
- 2016 Highway Department budget, and monthly department expense vouchers

06. Sawyer County Airport report, including:
- L & L Aviation (contracted Airport management) report
- L & L Aviation fixed-base operator's agreement and lease renewal
- Airport terminal building keypad entry system for pilots
- Airport minimum standards and procedures ordinance
- Airport improvement projects (including nearly completed instrument landing system, expanded aprons, and parallel taxiway project and perimeter fencing project)
- monthly Airport expense vouchers

07. 2016 department budgets
08. Other matters for discussion only

KM

Kris Mayberry
Sawyer County Clerk

minutes of the meeting of the Public Works Committee
Sawyer County Board of Supervisors
August 12, 2015; 6:30 p.m.; Assembly Room; Sawyer County Courthouse

members present: Ron Kinsley (Chair), Tweed Shuman, Kathy McCoy, Dale Thompson, Dale Schleeter

also present: Cliff Korn (Airport pilot association), (County Board member Warren Johnson, Patty and Derek Leslie (L & L Aviation – fixed based operator and contracted Airport management); Maintenance Department Supervisor Tim Hagberg; Highway Commissioner Gary Gedart; County Administrator Tom Hoff; County Clerk Kris Mayberry

Motion by McCoy, 2nd by Schleeter, to approve the meeting agenda as presented. Motion carried.

Motion by McCoy, 2nd by Shuman, to approve the July 8, 2015 Public Works Committee meeting minutes. Motion carried.

Patty Leslie, of L & L Aviation (fixed based operator and contracted Airport management at the Sawyer County Airport), presented and reviewed with the Committee a written monthly report (copy in meeting file), including projects, operations, and conditions at the Sawyer County Airport; the open house held at the Airport on Sunday, July 12, 2015; an aeronautical demonstration over Minong, Wisconsin based from the Link Snack Food hangar at the Sawyer County Airport; a crash of a small airplane at the Airport with no injuries; the runway approach lights system (MALSR) now being operational; MALSR access road issues; planning for the Airport perimeter fence project; and planning for the trout stream repair work.

The Committee discussed a July 15, 2015 compliance review letter from Federal Aviation Administration (FAA) Airport Compliance Manager Hal Davis and that County Administrator Tom Hoff would work with Patty Leslie (L & L Aviation) to provide a timely response to that letter.

The Committee discussed whether to continue providing a pilot weather briefing system in the terminal building at the Sawyer County Airport and whether to provide a keypad entry system for pilots to access the building when the building is closed. Cliff Korn (Airport pilot association) spoke in favor of both. Motion by McCoy, 2nd by Shuman, to approve continuing to provide a pilot weather briefing system in the terminal building at the Sawyer County Airport. Motion carried.

✓ sept comm mtg agenda

The Committee determined to include "whether to provide a keypad entry system for pilots to access the Airport terminal building when the building is closed" on the September Committee meeting agenda.

✓ sign, return

The Committee reviewed a proposed Bill of Sale and Assignment of Ground Lease transferring a hangar area lease at the Sawyer County Airport (Holloway to Hanna Bay Holdings). Motion by Thompson, 2nd by Shuman, to approve the transfer. Motion carried.

Maintenance Department Supervisor Tim Hagberg presented and reviewed with the Committee a written monthly department report (copy in meeting file) including a report on projects completed, in progress, and planned by the Maintenance Department. Motion by Shuman, 2nd by Schleeter, to approve the Maintenance Department report. Motion carried.

Highway Commissioner Gary Gedart presented and reviewed with the Committee a joint request from the Tuscobia Trailriders Association and the Four Wheeling Warriors to approve that an ATV route be permitted on County Highway M, from County Highway W to Wisconsin Highway 70. Motion by Thompson, 2nd by McCoy, to approve the request, contingent upon approval by the Town of Draper and the Town of Winter (speed limit of 25 miles per hour). Motion carried.

Highway Commissioner Gary Gedart presented and reviewed with the Committee 3 discretionary maintenance agreements for highway maintenance projects. The agreements are between the Wisconsin Department of Transportation and the Sawyer County Highway Department. Motion by Shuman, 2nd by Schleeter, to approve the agreements. Motion carried.

Highway Commissioner Gary Gedart presented and reviewed with the Committee written monthly Highway Commissioner and Office Manager reports (copy in meeting file), including Sawyer County Highway Department road construction and repair projects, fund balance reports, and an employee overtime report (copies in meeting file). Commissioner Gedart announced the retirement of Highway Department Patrol Superintendent Robert Hill and that he is working with County Administrator Tom Hoff to fill the position.

Motion by Thompson, 2nd by Shuman, to approve the Highway Department reports. Motion carried.

Motion by Thompson, 2nd by Shuman, to adjourn the meeting. Motion carried.

minutes prepared by Sawyer County Clerk Kris Mayberry

Maintenance Report
September 2015

Along with routine maintenance, the following maintenance projects were completed or started in August:

I. Courthouse:

- Installation of setback thermostats in the entire courthouse is almost complete.
- Painted Administrator's new office.
- A shelving unit was built and installed in the Coroner's office.
    - Installing the new shelves freed up much needed storage space for the Treasurer's office.
- Painted County Clerk's office area.

II. Sheriff's Department:

- The high outside temperatures we experienced in August resulted in a huge increase in air conditioning repairs at the Sheriff's Department and jail.

III. Airport:

- Completed estimates for securing the terminal building to allow for pilot access after normal business hours.

IV. Veteran Services:

- Installed a new window in the veteran waiting area.

Kris Mayberry

From: Janeen Abric
Sent: Thursday, August 27, 2015 10:14 AM
To: Kris Mayberry
Subject: Agenda items

Please add the following agenda items to the Public Works meeting:

Award bid for (2) $\frac{3}{4}$ Ton Crew Cab Trucks
2016 Highway Department Budget

Thanks!

Janeen Abric

Office Manager
Sawyer County Highway Department
14688W County Road B
Hayward, WI 54843
Phone: 715-634-2691
Fax: 715-634-4824
Email: janeen.abric@sawyercountygov.org

This e-mail and any attachments may contain confidential and privileged information. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this e-mail and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal.

Kris Mayberry

From: Patty Leslie <dleslie@cheqnet.net>
Sent: Wednesday, September 02, 2015 9:41 AM
To: Kris Mayberry; Derek Leslie
Subject: Airport Report

L & L Aviation Sept. Management Report

* August was a busy month with jet traffic
* ILS project at a stand still until a wetland delineation is completed.
* new doors Tim put in are working great.
* Tim and Derek have been working together studying the 24 hour access idea. We put the money to complete the project into 2016 budget.
* Projects scheduled for 2016-17 at the airport
- Boundary survey
- Fencing going up in 2 phases
  ~ phase 1 is winter in the wetlands
  ~ phase 2 is in the summer - non wetlands
- crack filling and sealing the runway
- storm water drainage pipe under taxiway and hangars to be repaired
- height zoning limitation ordinance
- wetland delineation
* The BOA wants us also start thinking about reconstructing our current black top ramp.

Hayward Airport Hangar Lease Map

SAWYER COUNTY MUNICIPAL AIRPORT

FIXED-BASE OPERATOR'S AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 1989, by and between the County of Sawyer, State of Wisconsin, a municipal corporation existing by and under the authority of the laws of the State of Wisconsin, hereinafter referred to as the Lessor and L & L Aviation, Inc., a Wisconsin corporation, hereinafter referred to as the Lessee.

In consideration of the rents, covenants, and agreements herein contained, the Lessor does hereby lease, demise, and let to Lessee, and Lessee does hereby hire, take and lease from the Lessor, the following premises, subject to existing rights and easements on and to the airport upon the following terms and conditions:

1. Property Description.

To be provided by addendum upon completion of a survey conducted by the County.

2. Building Construction. Lessee shall have the right to erect, maintain, and alter office and administration buildings, shops, hangars, radio antennae and other buildings or structures upon said described premises providing such buildings or structures conform to the Building Code Requirements of Wisconsin and any city, county, or town ordinance now or hereafter in effect. Title to such buildings erected by the Lessee shall remain with the Lessee and shall be transferable.

3. Term. The term of this lease shall be for an initial period of twenty (20) years commencing effective on November 1, 1989. At Lessee's option, upon at least twelve (12) month's prior notice to Lessor of Lessee's exercise of its option, the Lessee may extend the term of the lease for an additional ten (10) years, commencing at the termination of the initial lease term, by exercising its option in writing.

4. Rent and Fees. For the first three (3) year period of the initial lease term, Lessee agrees to pay to Lessor one dollar ($1.00) and other valuable consideration as annual rent for the premises and rights contemplated by this agreement. At the end of the first 3-year period and at the end of all subsequent 3-year periods in the initial term and option term of this agreement, the parties agree that upon written notice from either party to the other, given thirty (30) days prior to the end of each 3-year period within the 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 the FBO.

5. Insurance.

(a) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified, and furnish Sawyer County a certificate of insurance listing the County as "also insured."

(1) Comprehensive Public Liability and Comprehensive Property Damage:

Bodily Injury (Each accident)
$100,000 each person
$1,000,000 each accident

Property Damage
$1,000,000 each accident

(2) Hangar Keepers Liability and/or Products Liability:

A sum sufficient to adequately cover the maximum liability exposure based on the intended use of the premises, or value of the equipment to be serviced.

(3) Motor Vehicle Liability:

Bodily Injury (Each accident)
$100,000 each person
$300,000 each accident

Property Damage
$100,000 each accident

(b) The policy of insurance shall be approved by the County as to legal form before it is filed, and shall contain a provision that the same may not be cancelled before the expiration of its term except upon 30 days' prior written notice to the Sawyer County Airport Committee.

(c) A prior notice of cancellation of Lessee's insurance coverage shall be deemed a material default on the part of Lessee and may lead to automatic termination of the lease. If Lessee receives a notice of cancellation for any policy of insurance required to be in effect by this agreement, the Lessee may cure the default by acting to correct the deficiencies leading to the notice of cancellation (i.e., non-payment of premium) or obtaining comparable coverage from another source. A gap in coverage required by this agreement, resulting from Lessee's failure to cure, will automatically and immediately terminate this agreement.

6. Lessee Rights. Lessee shall have the right:

(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 the nonexclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge visitors a fee for the use of such areas.

(c) To install, operate, maintain, repair and store subject to approval of Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of Lessee's business.

(d) Of access to and from the demised premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.

(e) To operate as an FBO in Category I, II, and III, as defined in Sawyer County's minimum standards and procedure ordinance.

7. Maintenance of Buildings. Lessee will maintain the leased structures occupied by Lessee and the surrounding land premises in good order and make such repairs as are necessary. In the event of fire or any other casualty, the owner of any such structure so affected shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

8. Right to Inspect. Lessor reserves the right to enter upon the 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 agreement.

9. Lease Transfer. Lessee may not, at any time during the term of this lease, assign, hypothecate, or transfer this agreement or any interest therein, without the written consent of Lessor; the Lessee shall have the right to lease that portion of the buildings placed on the premises by Lessee which are not needed by Lessee in the operation of his business with the approval of the Lessor. Lessor's consent to transfer shall not be unreasonably withheld.

10. Laws and Regulations. Lessee agrees to observe and obey during the term of this lease, all laws, ordinances, rules and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of the operations at the airport.

11. Hold Harmless. Lessee agrees to hold Lessor free and harmless from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful,

careless or negligent act or omission on the part of the Lessee, Lessee's agents, servants and employes, and from all loss and damages by reason of such acts or omissions. In turn, Lessor agrees to hold Lessee free and harmless from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless or negligent act or omission on the part of the Lessor, Lessor's agents (except L & L Aviation, Inc.), servants and employees, and from all loss and damages by reason of such acts or omissions.

12. Quiet Enjoyment. So long as Lessee conducts business in a fair, reasonable and competent manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

13. Signs. Lessee agrees that no signs or advertising matter may be erected without the prior written consent of Lessor. Existing signs on the demised premises shall be deemed approved to the extent allowed by law or ordinance. However, the Lessor reserves the right to insist that existing signs be maintained by Lessee in a normal state of repair. Lessor's consent will not be unreasonably withheld subject to regulation by law.

14. Obstruction Lights. Lessee agrees to permit Lessor to install, maintain and operate proper obstruction lights, as required, on the tops of all buildings or structures to be placed on the premises at no cost to the Lessee.

15. Fair and Nondiscriminatory Services. Lessee in the conduct of any aeronautical activity for furnishing services to the public 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; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

16. Non-Discrimination Assurances. The Lessee, on Lessee's behalf, and on behalf of Lessee's personal 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 the Lessee 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.

17. Nonexclusive Rights. Lessee shall have the right and privilege of engaging in and conducting a business on the premises of said airport under the terms and conditions as set forth herein, provided, however, that this agreement shall not be construed in any manner to grant Lessee or those claiming under it the exclusive right to the use of the premises and facilities of said airport other than those premises leased exclusively to Lessee hereunder.

18. Affirmative Action. The Lessee assures that it will undertake an affirmative action program as defined and required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide Assurances to the Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

19. Aircraft Service By Owner Or Operator. It is clearly understood by the Lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employes (including, but not limited to, maintenance and repair) that it may choose to perform.

20. Hours of Operations. Lessee agrees to maintain operations during a regular schedule of hours which schedule shall be filed with and approved by the Sawyer County Airport Committee. Hours of operation shall not be reduced below the minimum without written consent of the Airport 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 the Lessee for business operation.

21. Taxes. Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which it may erect on lands leased exclusively to Lessee.

22. Airport Development. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a comparable location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.

23. Lessor's rights. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

24. Obstructions. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor 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.

25. Subordination Provision. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or the State of Wisconsin, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

26. Financial Disclosure. Lessee shall furnish such evidence as may be reasonably requested from time to time by Lessor to show the Lessee is financially capable of providing the services and facilities set forth in the lease.

27. Minimum Standards. Lessee agrees to abide by and conduct all business operations in conformance with and pursuant to all provisions of the Sawyer County Municipal Airport Minimum Standards and Procedures Ordinance which are applicable to Lessee, either now in force or hereafter enacted.

28. Default. The Lessee shall be deemed in default upon:

(a) Failure to pay rent within 30 days after due date;
(b) The commencement of a proceeding for dissolution or for the appointment of a receiver;
(c) The making of an assignment for the benefit of creditors;
(d) Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty days;
(e) Abandonment of leased premises.

29. Rights After Termination.

(a) In the event of termination for default by the Lessee, the Lessor shall have the right at once and without further notice to the Lessee, or surety, to enter and take possession of the premises occupied by the Lessee, by force or otherwise, and expel, oust and remove any and all parties who may occupy any portion of the premises or Airport covered by this Lease, and any and all goods and chattels belonging to the Lessee 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 Lessor, all rights, powers and privileges of the Lessee shall cease, and the Lessee shall immediately vacate any and all space occupied by Lessee under this Lease, and shall make no claim of any kind whatsoever against the Lessor, its agents or representatives, by reason of such termination, or any act incident thereto.

(b) In the event of termination for any cause which is beyond the control of the parties and without the fault or negligence of the Lessee, payment to the Lessor hereunder shall immediately cease, and the Lessee shall be entitled to have monies which have been prepaid or advanced to the Lessor predicated on occupancy of the premises to the end of the period, if any, refunded to Lessee by the Lessor.

(c) The Lessee 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.

30. Arbitration. Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 7th day of February, 1990, in the City of Hayward, Sawyer County, Wisconsin.

IN THE PRESENCE OF: Kris Mayberry Sawyer County Clerk

LESSOR: SAWYER County

Robert Kinney

By: Robert Kinney

Title: County Board Chairman

LESSEE: L & L Aviation, Inc.

By: Lois Leslie

Title: President

Subscribed and sworn to before me this 19th day of January, 1990.

Notary

My Commission ~~Expires~~: is permanent

ADDENDUM TO FBO AGREEMENT

THIS ADDENDUM to Agreement is entered into on ~~January~~ February 7, 1990, by and between Sawyer County, a Wisconsin municipal corporation, and L & L Aviation, Inc., a Wisconsin corporation, to modify certain terms and conditions of a Fixed-Base Operator's Agreement entered into by these same parties on ~~January~~ February 7th, 1990. In consideration of the mutual covenants between the parties, Sawyer County and L & L Aviation agree that:

1. Pursuant to the provisions of the proposed county minimum standards ordinance, Sawyer County agrees that L & L Aviation, Inc., does not, for the term of the parties' FBO Agreement, have to fully comply with the space requirements (square footage) contemplated in the FBO categories of the proposed minimum standard ordinance, subject, however, to any state or federal minimum space requirements. The parties agree that state and federal requirements must be met.
2. Pursuant to the provisions of the proposed county minimum standards ordinance, Sawyer County agrees that at the end of the lease term for the parties' FBO Agreement, L & L Aviation, Inc., may at its option and expense remove the buildings and/or other improvements, fixtures, etc., from the leased premises. Such removal shall be accomplished within a reasonable amount of time but in no event shall the process extend beyond one hundred twenty (120) days after the end of the lease term.

L & L AVIATION, INC.

By: Lois Lisle

Its: President

SAWYER COUNTY

By: Robert Kunney

Its: County Board Chairman

ADDENDUM TO SAWYER COUNTY MUNICIPAL
AIRPORT FIXED-BASE OPERATORS AGREEMENT

LESSEE: Sawyer County
LESSOR: L&L Aviation, Inc.
DATE OF ORIGINAL LEASE: November 1, 1989

THIS ADDENDUM, made and entered into by and between the County of Sawyer, State of Wisconsin, a municipal corporation existing by and under the authority of the laws of the State of Wisconsin, hereinafter referred to as the Lessor and L&L Aviation, Inc., a Wisconsin corporation, hereinafter referred to as the Lessee. This Addendum is entered into to clarify the lease agreement which was entered into by the parties on November 1, 1989.

1. Building Construction. As stated in the original agreement, Lessee shall have the right to erect, maintain, and alter office administration buildings, shops, hangars, radio antennae and other buildings or structures upon said described premises providing such buildings or structures conform to the Building Code Requirements of Wisconsin and any city, county, or town ordinance now or hereafter in effect. To clarify this section, the property to be used for building construction is described in Appendix "A".

2. Fuel Pumping Equipment. Lessor also grants Lessee an easement from the area described in Appendix "A" to the area presently utilized by Lessee for fuel pumping equipment.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 9th day of December, 1991.

LESSOR:

Robert Kinney
Robert H. Kinney, Sawyer County Board Chairman

LESSOR:

Kris Mayberry
Kris Mayberry, Sawyer County Clerk

LESSEE:

Lois Leslie
Authorized Representative of L&L Aviation, Inc.

Subscribed and sworn to before me this 9th day of Dec, 1991.

Julie Hofer
Notary Public, Sawyer County, WI
My commission expires: 11-15-92

JULIE HOFER
NOTARY PUBLIC
STATE OF WISCONSIN

JULIE HOFER
Notary Public-Sawyer Co., WI
My Commission Expires Nov 15, 1992

This document drafted by:
Thomas J. Duffy
Corporation Counsel

APPENDIX "A"

Part of the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4), Section Thirteen (13), Township Forty-one (41) North, Range Nine (9) West, described as follows:

Commencing at the Southwest corner of Section 13, T 41 N, R 9 W; thence angle right and East from the West line of Section 13, 22deg20'11" and run N21deg58'21"E, 693.10 feet; thence S65deg14'52"E, 60.00 feet to the ACTUAL POINT OF BEGINNING; thence continue S65deg14'52"E, 100.00 feet; thence S24deg45'08"W, 100.00 feet; thence N65deg14'52"W, 100.00 feet; thence N24deg45'08"E, 100.00 feet to the point of beginning. Subject to all existing easements and reservations.

Description provided by Sawyer County Surveyors Office.

Kris Mayberry, Sawyer County Clerk
P.O. Box 836, Hayward, Wisconsin 54843
email address – county.clerk@sawyercountygov.org
telephone numbers 715.634.4866 and 877.699.4110
fax number 715.634.3666

April 26, 2005 (revised 11:00 a.m.)

Sawyer County Record
erika.juhl@mx3.com

The Sawyer County Board of Supervisors, at their meeting held April 19, 2005, approved amending paragraph L of section 1.040 STATEMENT OF OPERATIONAL POLICY of Sawyer County ORDINANCE #89-2, MINIMUM STANDARDS AND PROCEDURES ORDINANCE, SAWYER COUNTY AIRPORT, enacted November 14, 1989. Paragraph L shall now read:

L. Use of any portable containers for fuel (non-aviation only), storage thereof, or their use in fueling of any motor vehicle (including aircraft) on the Airport is strictly prohibited, unless the containers 1) meet United Laboratories (UL) approval, 2) are used with adequate electrical grounding to eliminate the hazards of static electricity in accordance with the National Fire Protection Association Standards, and 3) are subject to inspection by the County. Also, any user of portable containers shall provide proof of insurance for said use, listing Sawyer County and the Sawyer County Airport as an additional insured. Users agree that said fuel, storage thereof, or their use in fueling of any motor vehicle shall be for personal use only and they agree to hold the Sawyer County Airport and Sawyer County harmless for any loss resulting from said uses. The maximum amount of fuel to be in storage shall be five hundred (500) gallons. If the Sawyer County Airport manager discovers, or is notified of a violation to this amendment to paragraph L of section 1.040, the manager shall notify the owner and order immediate removal of the container. If the owner is not in compliance within ten (10) days, the manager shall notify the local fire department, the State fuel inspector, the Property and Airport Committee of the Sawyer County Board of Supervisors, and the owner in writing.

Pursuant to section 59.14, Wisconsin Statutes, please publish the enclosed as a class 1 notice in the next issue of your newspaper.

Thank you for your assistance in this matter. If you have any questions, please advise.

km

Kris Mayberry
Sawyer County Clerk

copy: municipal clerks in Sawyer County and file

SAWYER COUNTY MUNICIPAL AIRPORT

MINIMUM STANDARDS AND PROCEDURES ORDINANCE

1.010 PURPOSE, INTENT AND REQUIREMENTS.

This section defines the purpose of the ordinance in terms of economic development, public safety and use, provision of transportation service and to promote non-discriminatory conduct of authorized activities at the Sawyer County Municipal Airport in Hayward, Wisconsin.

A. The intent herein is to categorically identify those minimum Standards and procedures by which all persons, firms or other legal entities conducting commercial (revenue producing) or noncommercial aeronautical or non-aeronautical activities at the Airport shall conduct their respective operations.

B. The requirements, as set forth in these Standards and Procedures, are intended to ultimately protect the public health, safety and other interests; and, to foster and promote the continued development of the Airport in a safe and efficient manner.

1.020 IMPLEMENTATION AND APPLICATION.

The standards and procedures set forth in this ordinance shall be implemented and enforced by Sawyer County and its designated agents or representatives.

A. These Standards and Procedures shall be published and appended to all current lease/operating agreements and shall be considered a part of all lease/operating agreements which the County may enter into relating to the Airport.

B. Any person(s), firm or legal entity wishing to obtain the right to operate and/or establish a leasehold on the Airport shall make written application to the County in the manner and form prescribed herein. Application for permission to establish, acquire and/or use Airport land or any facilities thereon shall be exclusively within the purview of the County; however, in no case shall an applicant submit anything less than the following information:

(1) Applicant's legal name and business.

(2) Applicant's primary business.

(3) Applicant's express purpose in applying for lease/operating rights on the Airport.

(4) Applicant's express intent for utilization of the land and/or facilities to be occupied and the services which are intended to be provided to the public.

(5) Applicant's estimate of costs which applicant will incur for the development and improvements of such leasehold or fee position.

(6) Applicant's schedule for commencement of operation and construction of leasehold improvements.

(7) Applicant shall provide, prior to the commencement of operation, the names, addresses and qualifications of those key (management) personnel who will be involved with the day-to-day operation of the business intended.

(8) If Applicant is a partnership, Applicant shall provide names, addresses and telephone numbers of all partners.

(9) If Applicant is a corporation, Applicant shall provide names, addresses and telephone numbers of all shareholders (unless publicly held), directors and officers of the corporation.

C. In addition, the County may, at its discretion, require the Applicant to submit the following information:

(1) Qualified references attesting to applicant's financial responsibility and technical ability as related to applicant's proposed type of business.

(2) A current financial statement.

(3) Proof of a current applicable activity license, or demonstration of qualifications to obtain and maintain such license to the satisfaction of the County.

1.030 DEFINITION OF TERMS.

For purposes of this ordinance, the following definition of terms shall apply:

A. Above Ground Level (AGL) shall mean the vertical distance between any aircraft and the ground beneath the aircraft, as measured in feet. The elevation of the ground shall be the highest ground surface or top of any structure or obstruction within a 2000' horizontal distance of the aircraft.

B. Activity License shall mean any license, permit or other authorization which is or may be required by the United States Government, the State, the County or any duly authorized agency or subdivision thereof for the conduct of the applicant's business.

C. Aeronautical Activities shall mean any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

D. Aircraft shall mean and include any and all contrivances now or hereafter used for navigation of, or flight in air or space, including but not necessarily limited to airplanes, airships, dirigibles, helicopters, and gliders.

E. Airport shall mean the land and developments or improvements thereon which are owned, leased or otherwise controlled by Sawyer County or its tenants and operated as the Sawyer County Municipal Airport at Hayward, Wisconsin.

F. Applicant shall mean that person(s), firm or legal entity desiring to acquire use of a portion of the Airport, or establish or use any facility on the Airport for an aeronautical activity or other purpose.

G. Commercial Activity shall mean any ongoing activity conducted at, on, or from the Airport by any person(s), firm or legal entity intended to result in monetary gain to the party conducting such activity.

H. County means Sawyer County, Wisconsin.

I. F.A.A. means the Federal Aviation Administration.

J. Fixed Base Operator, hereafter referred to as "FBO," shall be any operator located on the Airport and performing any one or more of the following "FBO" categories and functions:

(1) FBO Category I, Fuel Sales: this category shall include 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.

(2) FBO Category II, Flight Instruction: this category shall include Operator(s) who provide flight training and instruction of pilots, 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. Operation shall in all cases comply with relevant sections of FAR Part 141 Regulations.

(3) FBO Category III, Aircraft Charter and Air Taxi: this category shall include Operator(s) engaged in the business of providing air transportation (persons/property) to the general public for hire, or on a charter basis (Commercial Operations) as defined in the Federal Aviation Act and FAR Part 135 as amended or replaced.

(4) FBO Category IV, Aircraft Sales: this category shall include 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.

(5) FBO Category V, Aircraft Rentals: this category shall include Operator(s) engaged in the rental of Aircraft for operation by student pilots or other pilots not employed by the Operator.

(6) FBO Category VI, Aircraft Airframe and Powerplant Repair and Maintenance: this category shall include Operator(s) engaged in the maintenance and repair of airplanes, power plants, propellers and accessories. Included in this category shall be the sale of aircraft parts and accessories.

(7) FBO Category VII, Aircraft Painting and/or Repair of Interiors: this category shall include 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.

(8) FBO Category VIII, F.A.A. Authorized Repair Station for Avionics Sales and Service: this category shall include 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.

(9) FBO Category IX, Aircraft Parking and Storage: this category shall include Operator(s) engaged in the temporary and/or permanent parking or storage of aircraft at the Airport.

(10) FBO Category X, Multiple Services: this category shall include Operator(s) engaged in any two (2) or more of the FBO categories hereinbefore defined.

K. Leasehold Improvements shall include, but not necessarily be limited to any modification, alterations or repairs, either of structural or architectural nature, performed by the Tenant at Tenant's sole cost and expense. Any such improvements shall be accomplished only after the County has approved the Tenant's prior written application requesting same.

L. Minimum Standards means the qualifications which are established herein by the Airport Owner as the minimum requirements to be met as a condition for the right to conduct any regulated activity on the Airport premises or in the Airport's air space.

M. Operator shall mean any person(s), firm or legal entity who have applied for and received written permission to engage in a commercial activity, on or from the Airport and have entered into and executed the required lease/operating agreement. An Operator shall in all cases be a tenant.

N. Owner shall mean Sawyer County, Wisconsin, or its successor.

O. Specialized Commercial Flying Services shall mean an Operator engaged in air transportation for hire for the purpose of providing the use of aircraft for the following activities:

(1) Nonstop sightseeing flights that begin and end at the same airport.

(2) Crop dusting, seeding, spraying and bird chasing.

(3) Banner towing and aerial advertising.

(4) Aerial photography or survey.

(5) Fire fighting.

(6) Power line or pipe line patrol.

(7) Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

P. Standard Construction Specifications shall include, but not necessarily be limited to:

(1) F.A.A. "Standards for Specifying Construction of Airports."

(2) All other applicable Federal, State and County building codes or other rules and/or regulations controlling construction on public airports.

Q. State shall mean the State of Wisconsin and, as applicable, the State of Wisconsin, Department of Transportation, Bureau of Aeronautics.

R. Tenant shall mean any person(s), firm or legal entity who has applied for and received written permission to establish a leasehold or other right at the Airport whether for commercial activity or not.

S. Ultralight Aircraft shall mean any vehicle that is used or intended to be used for manned operation in the air for recreation or sport purposes only and which meets the following criteria:

(1) it does not have any U.S. or foreign airworthiness certificate; and

(2) if unpowered, weighs less than 155 pounds; or

(3) if powered,

(a) weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation;

(b) has a fuel capacity not exceeding 5 U.S. gallons;

(c) is not capable of more than 55 knots calibrated airspeed at full power in level flight; and

(d) has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

1.040 STATEMENT OF OPERATIONAL POLICY.

It is the policy of the County to grant lease and/or operating rights on the Airport to those qualified applicants who have duly made application for said lease rights in the manner and form prescribed.

A. Upon the consideration of the Applicant, the County shall determine whether or not the Applicant meets the standards and qualifications as herein set out and whether or not such application should be granted in whole or in part, and if so, upon what terms and conditions.

B. All present Tenants and Operators conducting operations on the Airport, prior to the effective date of these Standards and Procedures, may be allowed to continue operations without fully complying with the portions of these Standards and Procedures relating to the physical requirements of land and buildings so long as the County determines that the continuation of such an operation is in the public interest and does not conflict with any F.A.A. or State requirement, or if the County determines that it would be an extreme hardship, financial or otherwise, for such an Operator to fully comply with said portions of these Standards and Procedures. When an existing lease of any present Tenant, who in accordance with this subsection is not made to fully comply with these Minimum Standards and Procedures, expires, such Tenant shall at the time of expiration of such existing lease be required to comply with all the provisions of these Minimum Standards and Procedures.

C. All Applicants shall meet the Minimum Standards, as recited herein and which pertain to their respective category.

D. It is the intent of the County to examine each Applicant. Each Applicant shall be responsible to provide satisfactory evidence to the County of its respective technical ability and financial responsibility, including the capability to meet the insurance requirements as stated herein.

E. The County may review the "Minimum Standards and Procedures for Sawyer County Municipal Airport" from time to time and may make such revisions or amendments as shall be deemed necessary to properly protect the health, safety and interest of the public. Upon enactment of any such amendments, all operators and tenants shall be required to conform to such amended standards.

F. In addition to the requirements of the F.A.A. or the State, the County may establish and implement such rules and regulations as may be required for the (i) safe and orderly operation of the Airport (ii) the safe and orderly operation of aircraft in the airport traffic area and airspace surrounding the Airport, and (iii) the safe and orderly operation of aircraft on the ground.

G. No person(s), firm or legal entity shall act as an Operator/Tenant or conduct any commercial activity of any kind or nature whatsoever on the Airport, until such time as the person(s), firm or legal entity has (i) applied for and received permission to so act, and (ii) has entered into and executed a lease/operating agreement with the County. Each successful Applicant, shall, within thirty (30) business days after having received written approval of his application be ready, willing and able to enter into a written lease/operating agreement with the County, in a form and manner prescribed by the County. In the case of an air charter operation which is not based at the airport but which operates to and from the airport, the payment of all applicable parking or other levied fees shall be deemed sufficient to meet the requirements of this paragraph.

H. It is the intention of the County to enter into and execute a lease/operating agreement with the approved Applicant as soon as possible after such application is approved.

I. No applications approved, or lease and/or operating agreement executed under these Standards and Procedures shall be transferable without first obtaining the prior written consent of the County. Sale of a majority of voting stock of a corporation shall be deemed to be a transfer for which consent shall not be unreasonably withheld.

J. With regard to land having access to the Airport runway/taxiway system, it is the intent of the County to restrict the amount of land leased to any Operator/Tenant to the minimum area reasonably required for the specific aviation purposes which the Operator/Tenant agrees to conduct on the leased premises within two (2) years of the effective date of the Lease. The County will include a provision in each lease providing for the termination of the Operator/Tenant's rights on the leased premises, or any portion thereof on which the Operator/Tenant has not made improvements or otherwise utilized for an approved aviation purpose within two (2) years.

K. No revenue producing aeronautical or related operation shall be conducted out of a Tee-Hangar or private Hangar unless prior written authorization is first obtained from the County.

L. Use of any portable containers for fuel, storage thereof, or their use in fueling of any motor vehicle (including aircraft) on the Airport is strictly prohibited except under circumstances constituting an emergency under the Statutes and/or Administrative Code of the State.

M. All aircraft operators based at the Airport shall have all aircraft registered with the State, as required by applicable law.

1.050 REVERSION OF LEASEHOLD IMPROVEMENTS.

In all instances, unless provided otherwise in the lease/operating agreement, upon the termination or natural expiration of a lease/operating agreement, title to all leasehold improvements shall revert to and vest with the County, at the option of the County.

In the event that construction and/or improvements schedule provided for in the lease/operating agreement are not met or complied with, title to all existing leasehold improvements, whether or not complete shall revert to and vest with the County, at the option of the County. Prior to exercise of this option, the County may require Waivers of Lien to be provided from all suppliers, contractors, subcontractors or suppliers of any labor, supplies, equipment or services involved in such improvements. When so requested, in writing, the Operator/Tenant shall provide or cause to be provided such Waivers of Lien within 30 days of such request.

The County may, at its option, and upon a two-thirds vote of the County Board, following appropriate Notice and Public Hearing, extend the time for completion of such improvements for a period not to exceed sixty (60) days. More than one such extension may be granted at the County's discretion.

1.060 MINIMUM STANDARDS AND PROCEDURES FOR ALL FIXED BASE OPERATORS AND SPECIALIZED COMMERCIAL FLYING SERVICE.

A. Unless specifically provided otherwise in the Standards and Procedures for a specific Category of Fixed Base Operator or Specialized Commercial Flying Service, the Operator shall lease from the County an area of not less than 9,500 square feet of ground space on which shall be erected a building to provide at least 2,500 square feet of floor space for aircraft storage, and at least an additional 6,000 square feet of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.

B. The Operator shall provide adequate auto parking space within the lease area to accommodate all of Operator's employees and customers.

C. The Operator shall provide for a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

D. The Operator shall provide a paved taxiway to accommodate aircraft movement from the Operator's facilities to the existing Airport taxiway system.

E. The 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 as set forth in this category of services in an efficient manner.

1.070 MINIMUM STANDARDS AND PROCEDURES FOR FBO - CATEGORY I - FUEL SALES.

A. The Operator shall lease from the County an area of not less than 9,500 square feet of ground space on which shall be provided a building of at least 1,000 square feet of floor space, including at least 300 square feet for storage of the Operator's tools, supplies and materials and at least 700 square feet of floor space for office, customer lounge (including therein seating for at least six persons), flight planning area and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

B. The Operator shall provide a paved aircraft apron with fuel resistant sealcoating within the leased area. Within the paved aircraft apron, the Operator shall provide tiedowns for at least three aircraft.

C. The Operator shall provide at least two (2) twelve thousand gallon fuel storage tanks at the airport and maintain an adequate aviation fuel supply. The Operator shall provide metered, filter-equipped dispensers, fixed or mobile, for dispensing required grades of fuel. Separate pumps and meters are required for each grade of fuel. Operator must comply with all requirements of Federal and State environmental laws or regulations.

D. The Operator shall provide such minor repair service that does not require a certificated mechanical rating, and cabin services, to general aviation aircraft as can be performed efficiently on the ramp or apron parking area, but only within the premises leased to the Operator.

E. The Operator shall procure and maintain tools, jacks, and such equipment as necessary to provide for aircraft towing, repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, washing aircraft and aircraft windows and windshields, and for recharging and energizing aircraft batteries and starters. All equipment shall be maintained and operated in accordance with applicable Federal, State and Local industrial codes.

F. In conducting refueling operations, every Operator shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity and 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.

G. The 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. The piling or storage of crates, boxes, barrels, and other containers will not be permitted within the leased premises.

H. The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified, and furnish Sawyer County a certificate of insurance listing the County as "also insured."

(1) Comprehensive Public Liability and Comprehensive Property Damage:

Bodily Injury (Each accident)
$100,000 each person
$300,000 each accident

Property Damage
$300,000 each accident

(2) Hangar Keepers Liability and/or Products Liability:

A sum sufficient to adequately cover the maximum liability exposure based on the intended use of the premises, or value of the equipment to be serviced.

(3) Motor Vehicle Liability:

Bodily Injury (Each accident)
$100,000 each person
$300,000 each accident

Property Damage
$100,000 each accident

I. Unless otherwise authorized in writing, the Operator shall be open for aircraft fueling and oil dispensing from 8:00 a.m. to Sundown seven (7) days a week. The Operator shall make provision for such service during other hours on a call basis.

J. The 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.

K. The Operator shall make provision for someone to be in attendance at the airport at all times during the required operating hours.

1.080 MINIMUM STANDARDS AND PROCEDURES FOR FBO - CATEGORY II - FLIGHT INSTRUCTION.

A. The Operator shall lease from the County an area of not less than 9,500 square feet of ground space and on which shall be provided a building space of at least 2,500 square feet of floor

space for aircraft storage and at least an additional 500 square feet of floor space for office, classroom, briefing room, pilot lounge and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.

B. The Operator shall have available for use in flight training, either owned or under written lease to 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 Operator shall provide upon request copies of Operator's aircraft registrations or leases.

C. The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified, and furnish Sawyer County a certificate of insurance listing the County as "also insured."

(1) Aircraft Liability:

Bodily Injury (Each accident)
$100,000 each person
$300,000 each accident

Property Damage
$300,000 each accident

(2) Comprehensive Public Liability and Comprehensive Property Damage:

Bodily Injury (Each accident)
$100,000 each person
$300,000 each accident

Property Damage
$300,000 each accident

(3) Student and Renters' Liability
$100,000 each accident

D. The Operator shall have the premises open and services available eight (8) hours daily, six (6) days a week.

E. The Operator shall have on a full-time basis at least one (1) flight instructor who has been properly certified by the Federal Aviation Administration to provide the type of training offered.

The Operator shall have available for call on a part-time basis at least one (1) flight instructor who has been properly certificated by the Federal Aviation Administration to provide the type of training offered.

1.090 MINIMUM STANDARDS AND PROCEDURES FOR FBO - CATEGORY III - AIRCRAFT CHARTER AND AIR TAXI.

A. The Operator shall lease from Sawyer County an area of not less than 9,500 square feet of ground space on which shall be

erected a building to provide at least 2,500 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.

B. The Operator shall provide, either owned or under written lease to the Operator, not less than one (1) four-place aircraft which must meet the requirements of the air taxi, commercial operator certificate held by the Operator, including instrument operations.

C. The Operator shall have the premises open and services available eight (8) hours daily, six (6) days per week. The Operator shall provide on-call service during other hours.

D. The Operator shall have in Operator's employ and on duty during the appropriate business hours, not less than at least one (1) pilot appropriately rated by F.A.A. to permit the flight activity offered by the Operator.

E. The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

F. The Operator upon request shall provide the County with copies of Operator's Aircraft Registrations and aircraft lease documents.

G. The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified, and furnish Sawyer County a certificate of insurance listing the County as "also insured."

(1) Aircraft Liability:

<u>Bodily Injury (Each accident)</u>
$100,000 each person
$300,000 each accident

<u>Passenger Liability</u>
$100,000 each passenger, each accident

<u>Property Damage</u>
$300,000 each accident

(2) Comprehensive Public Liability and Comprehensive Property Damage:

<u>Bodily Injury (Each accident)</u>
$100,000 each person
$300,000 each accident

<u>Property Damage</u>
$300,000 each accident

1.100 MINIMUM STANDARDS AND PROCEDURES FOR FBO - CATEGORY IV - AIRCRAFT SALES.

A. For sale of new aircraft, the Operator must have a sale or distributorship franchise from a recognized aircraft manufacturer of new aircraft. The Operator must file proof of such sale or distributorship franchise with the County Airport Committee.

B. The 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 operator at the Airport. The Operator shall provide the County with documentation, acceptable to the County, detailing such repair and servicing arrangements. The Operator shall provide an adequate inventory of such parts for the type of aircraft for which sales privileges are granted.

C. The Operator shall provide current, up-to-date specifications and price lists for types and models of aircraft sold.

D. The Operator shall have the premises open and services available eight (8) hours daily, five (5) days a week. The Operator shall make provisions for someone to be in attendance in the office at all times during the required operating time.

E. The Operator shall have in 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 F.A.A. for type and category of aircraft to be demonstrated for sale.

1.110 MINIMUM STANDARDS AND PROCEDURES FOR FBO - CATEGORY V - AIRCRAFT RENTALS.

A. The Operator shall lease from Sawyer County an area of not less than 9,500 square feet of ground space and on which shall be erected a building to provide at least 2,500 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided by the Operator.

B. The Operator shall have available for rental, either owned or under written lease to Operator, not less than one (1) certified and currently airworthy aircraft which must be equipped for and capable of flight under instrument conditions.

C. The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified, and furnish Sawyer County a certificate of insurance listing the County as "also insured."

(1) Aircraft Liability:

Bodily Injury (Each accident)
$100,000 each person
$300,000 each accident

Property Damage
$300,000 each accident

(2) Comprehensive Public Liability and Comprehensive Property Damage:

Bodily Injury (Each accident)
$100,000 each person
$300,000 each accident

Property Damage
$300,000 each accident

(3) Student and Renters' Liability:

$100,000 each accident

D. The Operator shall have the premises open and services available eight (8) hours daily, six (6) days a week.

E. The 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 in an efficient manner, but never less than one (1) person having a current commercial pilot certificate with appropriate ratings, including instructor rating. The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

F. The Operator shall provide the County with copies of Operator's aircraft registrations and aircraft lease documents.

1.120 MINIMUM STANDARDS AND PROCEDURES FOR FBO - CATEGORY VI - AIRCRAFT, AIRFRAME AND POWERPLANT REPAIR/MAINTENANCE.

A. The Operator shall lease from Sawyer County an area of not less than 9,500 square feet of ground space on which shall be erected a building to provide at least 3,600 square feet of floor space for airframe and power plant repair services including a segregated painting area, all meeting with local and State industrial code requirements, and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided by the Operator.

B. The Operator shall provide sufficient equipment, supplies, availability of parts equivalent to that required for certification by the F.A.A. as an approved repair station.

C. The 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 "also insured."

(1) Comprehensive Public Liability and Comprehensive Property Damage:

<u>Bodily Injury (Each accident)</u>
$100,000 each person
$300,000 each accident

<u>Property Damage</u>
$300,000 each accident

(2) Hangar Keepers and/or Products Liability of a sum sufficient to adequately cover the maximum liability exposure based on the intended use of the premises, or value of the equipment to be serviced.

D. The Operator shall have the premises open and services available eight (8) hours daily, five (5) days each week.

E. The 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, but never less than one (1) person currently certificated by the F.A.A. 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).

The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

1.130 MINIMUM STANDARDS AND PROCEDURES FOR FBO - CATEGORY VII - AIRCRAFT PAINTING AND/OR REPAIR OF INTERIORS.

A. The Operator shall lease from the County an area of not less than 12,000 9,500 square feet of ground space on which shall be erected a building to provide at least 3,500 square feet of floor space to hangar at least two (2) aircraft; to house all equipment, supplies and materials; and to provide an office, customer lounge and rest rooms, all properly heated and lighted; and shall provide telephone facilities for customer use.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.

B. The Operator providing the services under this category will be required to carry the following types of insurance in the limits specified, and furnish Sawyer County a certificate of insurance listing the County as "also insured."

(1) Comprehensive Public Liability and Comprehensive Property Damage:

Bodily Injury (Each accident)
$100,000 each person
$300,000 each accident

Property Damage
$300,000 each accident

(2) Hangar Keepers and/or Products Liability

A sum sufficient to adequately cover the maximum liability exposure based on the intended use of the premises, or value of the equipment to be serviced.

C. The Operator shall have the premises open and services available eight (8) hours daily, five (5) days each week, and one-half (1/2) day on Saturday.

D. The 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, but never less than one (1) person who is an F.A.A. rated radio, instrument or propeller repairman and one (1) other repairman who need not be rated by the F.A.A.

1.150 MINIMUM STANDARDS AND PROCEDURES FOR FBO - CATEGORY IX - AIRCRAFT PARKING AND STORAGE.

A. The Operator shall lease from the County an area of not less than 20,000 square feet of ground space for aircraft parking and storage in accordance with the services to be offered, and on which shall be erected a minimum of five (5) "T" Hangars, or a single, large storage hangar with not less than 6,500 square feet of floor space.

B. The Operator shall provide a paved aircraft apron within the leased area to accommodate all customer aircraft waiting interior storage or delivery.

C. The Operator shall provide towing service for movement of aircraft to and from the Airport taxiway system.

1.160 MINIMUM STANDARDS AND PROCEDURES FOR FBO - CATEGORY X - MULTIPLE SERVICES

A. The 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. A

building shall be provided on the leased area, and such building shall at least meet the largest of the minimum floor area requirements for the several services to be provided. The County reserves the right to require the leased area and/or building floor space to be greater than the aforementioned minimums if, in the County's opinion, such increased requirements are necessary or desirable to properly accommodate the multiple services to be provided. In no case will the County require the leased land area to be greater than the sum of the requirements for same as specified for the several services to be provided, and in no case will the County require the floor space area to be greater than 50% of the sum of the requirements for same as specified for the several services to be provided, or the largest of the minimum floor area requirements for the several services, whichever is larger.

B. If Flight Instruction is one of the multiple services offered, the Operator shall provide classroom and briefing room facilities in the aforementioned building.

C. If crop dusting, aerial application, or other commercial use of chemicals are part of the multiple services offered, the Operator shall meet the requirements of Section 1.170.

D. The Operator shall provide a paved aircraft apron within the leased area.

E. The Operator shall comply with the aircraft requirements, including the requirements thereon, for each aeronautical service to be provided.

F. Multiple uses may be made of all aircraft except aircraft used for crop dusting, aerial application, or other commercial use of chemicals.

G. The Operator shall provide the equipment, services, licenses and certificates required to meet the minimum standards as hereinbefore provided for each aeronautical service the Operator is performing.

H. The Operator shall adhere to the hours of operation required for each aeronautical service being performed.

I. The 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 for each aeronautical service Operator is performing as hereinbefore provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator, except such multiple responsibilities may not be assigned to the Federal Aviation Administration certificated radio repair station or the aircraft repair shop personnel.

J. The Operator shall provide the County with copies of the Owner's Aircraft Registration and Aircraft lease documents.

1.170 SPECIALIZED COMMERCIAL FLYING SERVICES

A. Services - A specialized commercial flying services operator is a person or persons, firm or corporation engaged in air transportation for hire for the purpose of providing the use of aircraft for the activities listed below:

(1) Nonstop sightseeing flights that begin and end at the same airport within a 25-mile radius of the airport.
(2) Crop dusting, seeding, spraying, and bird chasing.
(3) Banner towing and aerial advertising.
(4) Aerial photography or survey.
(5) Fire fighting.
(6) Power line or pipe line patrol.
(7) Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

B. All Operators shall demonstrate that they have the availability of aircraft suitably equipped for the particular type of operation they intend to perform.

C. The Operator shall provide, either owned by or leased to Operator, not less than one (1) aircraft which will be airworthy, meeting all the requirements of the Federal Aviation Administration and applicable regulations of the State of Wisconsin with respect to the type of operations to be performed.

In the case of crop dusting or aerial application, Operator shall provide tank trucks for the handling of liquid spray and mixing fluids. Operator shall also provide adequate ground equipment for the safe handling and safe loading of dusting materials and the waste from such materials.

D. The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified, and furnish Sawyer County a certificate of insurance listing Sawyer County as "also insured."

(1) Aircraft Liability:

Bodily Injury (Each accident)
$100,000 each person
$300,000 each accident

Passenger Liability*
$100,000 each passenger, each accident

Property Damage
$300,000 each accident

(2) Comprehensive Public Liability and Comprehensive Property Damage:

Bodily Injury (Each accident)
$100,000 each person
$300,000 each accident

Property Damage
$300,000 each accident

(3) Hangar Keepers and/or Products Liability:

A sum sufficient to adequately cover the maximum liability exposure based on the intended use of the premises, or value of equipment to be serviced.

* When Applicable

E. The Operator must provide, by means of an office or a telephone, a point of contact for the public desiring to utilize Operator's services.

F. The Operator shall have employed 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 Federal Aviation Administration 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.

G. In case of crop dusting or aerial application, Operator shall provide tank trucks for the handling of liquid spray and mixing liquids. Operator shall also provide adequate ground equipment for the safe handling and safe loading of dusting materials. Operator shall also provide for safe transportation, storage and containment of noxious, waste or stored chemicals. The 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 on the Airport which will provide the greatest safeguard to the public. An 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 Operator associated with losses due to Operator's use of chemical and other potential environmental pollutants.

1.180 OPERATION OF NON-PROFIT FLYING CLUBS

A. Flying Club Organizations. Each club must be a non-profit Wisconsin 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 Club's aircraft will not be used by other than bona fide members for rental and by no one for hire, charter, air taxi or other commercial operations. Student instruction can be given in Club aircraft to Club members provided such instruction is given by a Lessee based on the Airport who provides flight training.

C. The Club will file and keep current with the County a complete list of the Club's membership and investment share held by each member.

D. The Club must be a tenant of the airport.

E. The Club shall be duly licensed by the State.

F. The Club shall provide the County with copies of Owner's Aircraft Registrations and Aircraft Lease Documents.

G. The 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 (CFI) name and Sawyer County Municipal Airport FBO Permit number must be provided.

H. Violations. Any person(s) violating the provisions of Section 1.180 shall be fined not less than $25.00 nor more than $100.00 for each separate violation. Any violations of safety rules and/or regulations will be reported by the County to the appropriate agencies of the State and/or Federal government. The County reserves its right to utilize any lawful means or measure to enforce the regulations set forth herein.

1.190 PROHIBITED ACTIVITIES ON AIRPORT PREMISES

A. No individual, individuals, corporation, company or business may engage in any of the following activities on the premises of the Sawyer County Municipal Airport:

- Free-fall skydiving
- Parachuting
- Hot air balloon flights
- Operation of ultralight aircraft
- Model or radio-controlled airplane flights

The listed activities are strictly prohibited by this section.

B. Violations. Any person(s) violating the provisions of Section 1.190 shall be fined not less than $25.00 nor more than $100.00 for each separate violation. Any violations of safety rules and/or regulations will be reported by the County to the appropriate agencies of the State and/or Federal government. The County reserves its right to utilize any lawful means or measure to enforce the regulations set forth herein.

1.200 MINIMUM STANDARDS AND OPERATING PROCEDURES FOR SCHEDULED AIR CARRIERS OR SCHEDULED AIR TAXI SERVICE

A. An air carrier or scheduled air taxi operation is a person or persons, firm or corporation engaged in air transportation of passengers and/or cargo between the Sawyer County Municipal

Airport and fixed origination and/or destination points on a scheduled basis for consideration and available to the general public.

B. The Operator shall lease from Sawyer County terminal space, if said space is available, and if not from a lessee of Sawyer County, with Sawyer County's consent, adequate terminal 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 100 square feet. Such minimum space may be provided on a combined use basis with another Operator. In the event a sub-lease arrangement is necessary, Sawyer County will lend its assistance to the Operator in negotiating for said sub-lease for terminal space, and will use its best efforts to secure adequate space for terminal use purposes, or arrange some alternative method of providing for Operator's needs and the passengers and cargo involved in said services.

C. The Operator shall furnish and equip the above referred to terminal space in an adequate and appropriate manner.

D. The Operator shall own or have on lease for not less than a period of twelve months sufficient aircraft, but in any event not less than two, with passenger and/or cargo capacity to adequately serve the proposed routes and schedules of the Operator.

E. The Operator shall require that all aircraft used for passenger service having a passenger seating capacity of six 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 or less may be operated by a crew of one 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.

In all cases pilots shall be qualified for single pilot operation with an automatic pilot, and all pilots and co-pilots must hold I.F.R. ratings.

During the time said service is being provided the Operator shall maintain a training program for all pilots, supervised by a Director of Training, and shall require six months 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 Sawyer County.

F. The Operator shall provide adequate facilities and personnel for the maintenance of all aircraft used in its scheduled operations to or from Sawyer 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.

G. In connection with providing said service the Operator shall:

(1) Provide at other terminals on all flights serving Sawyer County, adequate facilities and convenience for Hayward passengers.

(2) Maintain on duty at Sawyer County, at least one person employed for the purpose of servicing airline customers at least 8 hours per day every weekday, and on Saturday, Sunday and holidays such personnel as may be required, based on the service provided.

(3) At all points served on flights to or from Hayward maintain sufficient personnel for servicing the airline customers.

(4) Conduct operations in accordance with an operation manual approved by the Federal Aviation Administration.

(5) The Operator shall carry and keep in force public liability insurance covering personal injury and property damage, and such other insurance as may be necessary to protect Sawyer County from such claims and accidents; and without limiting its liability the Operator shall keep in force such insurance with limits of liability for personal injury in the sum of not less than one million dollars single limit per incident, and the Operator shall furnish the County with present certification that such insurance is in force, and it shall keep such certification current and notify Sawyer County upon each renewal.

H. The Operator shall have a net worth as may be established by competent evidence that Operator has the financial ability to operate for a period of one year, on the routes, rates and schedules proposed.

I. Information from applicants:

Names and addresses of owners of more than 10% of applicant, if corporate structure is involved.

Name and address of person responsible for service at Hayward.

Names and addresses of officers.

Routes and schedules proposed to be flown to or from Hayward.

Copy of operating authority issued by the Federal Government and the operating authority, if any, issued by the State of Wisconsin.

1.210 LEASE PROPOSAL REQUIREMENTS

Sawyer County will not accept a request to lease land area at the Sawyer County Municipal Airport unless the request is a written proposal which sets forth the scope of operation to be performed and shall include the following:

1. The commercial services to be offered or private purpose to be served.
2. The amount of land to be leased.
3. The building space to be constructed or leased.
4. The number of aircraft to be provided.
5. The number of persons to be employed.
6. The hours of proposed operation.
7. The number and types of insurance coverage to be maintained.
8. Evidence of financial capability to perform and provide the proposed services and facilities.
9. And where applicable, the following:
   - Names and addresses of owners of more than 10% of applicant, if corporate structure is involved.
   - Name and address of person responsible for service at Hayward.
   - Names and addresses of officers.
   - Routes and schedules proposed to be flown to or from Hayward.
   - Copy of operating authority issued by the Federal Government and the operating authority, if any, issued by the State of Wisconsin.

1.220 BASIC LEASE/OPERATING AGREEMENT TERMS AND CONDITIONS

A. Operator/Tenant covenants to conduct business on the premises for the use and benefit of the public.

B. Operator/Tenant shall furnish good, prompt, and efficient service adequate to meet all reasonable demands for its service at the Airport.

C. Operator/Tenant shall furnish said service on a fair, equal and nondiscriminatory basis for all users thereof.

D. Operator/Tenant shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

E. The County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Operator/Tenant, and without interference or hindrance.

F. 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 Tenant 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.

G. Any lease/operating rights Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States and/or the State of Wisconsin, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal and/or State funds for the development of the Airport.

H. County reserves the right, but shall not be obligated to the Tenant to maintain and keep in repair the landing area of the Airport and all publicly owned facilities on the Airport, together with the right to direct and control all activities of the tenant in this regard.

I. The Operator/Tenant, including any agents or employees thereof, will not discriminate against any person or class of persons by reason of race, color, sex, creed or national origin in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited by Part 15 of the Federal Aviation Regulations. In addition, use of lease premises will be used in compliance with all 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 DOT; effectuation of Title VI of the Civil Rights Act of 1964; DOT Part 27 (Nondiscrimination of Handicapped); and 49 CFR Part 23 (MBE).

J. The Tenant further agrees to comply with such enforcement procedures as the United States and/or the State of Wisconsin might demand that the County take in order to comply with the airport Sponsor's Assurances.

K. It is clearly understood by the Tenant that no right or privilege has been granted which would cause to prevent any person, firm or corporation operating aircraft on the Airport 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 outside of leasehold area of Tenant.

L. Each leasehold will conform to the approved airport master plan and is to be maintained by the Tenant in a neat, clean and aesthetically pleasing manner.

M. Each Tenant shall provide for the adequate, lawful 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. The piling or storage of crates, boxes, barrels, and other containers will not be permitted within the leased premises.

N. All leasehold improvements by Operator or Tenant shall be made in strict conformance with the standard construction specifications promulgated by the County. Prior to the construction or display of any exterior signing, written approval must be obtained from the County.

O. All Tenants shall conform with and abide by all rules and regulations of the Federal Aviation Administration, the Wisconsin Bureau of Aeronautics and the County. In this regard, Tenants shall require that aircraft which they own or operate, or make available for hire, be operated by personnel who hold appropriate and current Federal Aviation Administration Pilot and Medical Certificates.

P. Whenever the State, Federal Government, or County shall require any license or permit for the conduct of any activity proposed by the Tenant or Operator, such Tenant or Operator shall provide the County with a copy of such license or permit. Such Operator or Tenant shall further provide the County with a copy of any renewal, modification, change or update in such license or permit.

Q. No construction of any kind shall be done at the Airport without the prior written approval of the Federal Aviation Administration, or its successor governmental agency, the Wisconsin Bureau of Aeronautics and the County, and no such approval shall be granted unless such construction and design is consistent with the latest approved master plan or airport layout plan for the development of said Airport. Construction shall be completed within one (1) year of the date of such written approval and shall be subject to applicable Ordinances of the County.

R. Ramp space other than ramp space specifically leased to Operator/Tenants shall be for use by the general public only. No Operator/Tenant shall be permitted to use any portion of public ramp space for Operator's/Tenant's use exclusively or to use any of such ramp space as parking or tie-down area.

S. All non-airworthy aircraft not in an enclosed structure shall be removed from the Airport on thirty (30) days written notice from the County to Operator/Tenant at Operator's/Tenant's expense unless a waiver is requested and granted by the County for insurance purposes. Aircraft with visible accident damage shall be placed in an enclosed structure or removed from the airport within 48 hours of release by the accident investigation team.

T. Nothing in these "Minimum Standards and Procedures for Sawyer County Municipal Airport" shall be construed as the conferring of a positive privilege and/or exclusive rights to do business on the Airport, irrespective of any existing agreement between the County and an Operator/Tenant. Any subsequent grant of Federal funds, administered by FAA, requires the County to agree not to permit the establishment of an exclusive right to engage in any aeronautical activities.

1.230 AIRPORT FEES

A. Fuel Flowage Fee

1. Fee. There shall be imposed upon the sale of aviation fuel at the County Airport a fuel flowage fee of $.035 per gallon. The fee shall apply to the sale of all types and grades of aviation fuel and shall be based upon the total number of gallons delivered by bulk oil distributors.

2. Collection.

   a. Each bulk oil distributor who delivers aviation fuel to any person or organization on the premises of the County Airport shall, within the first twenty-five (25) days of the month next following delivery, prepare a statement of such aviation fuel deliveries and shall mail or deliver the same, together with a check covering the total amount of the fee imposed under Section 1.230(A) to the County Airport Committee. All checks shall be made payable to Sawyer County.

   b. Every person or organization receiving aviation fuel shall monthly submit to the airport superintendent a list of all aviation fuel delivered to them and shall keep a record of all fuel invoices available for inspection by the County.

3. Fuel Shrinkage Allotment. Each retail dealer of aviation fuel at the County Airport shall be eligible for a reimbursement to be applied against the fuel flowage fee assessed under this chapter, due to natural shrinkage of the total volume of fuel. The reimbursement shall be in the amount of $.035 per gallon times 1.5 percent of the total gallons purchased from bulk oil distributors. ($.035 x .015 x total gallons purchased = reimbursement). The reimbursement shall become due and payable upon presentation to the County Airport Committee of proof of purchase of the fuel in question.

B. Aircraft Parking Fees. The collection of a parking fee by the County from owners of all itinerant aircraft parking overnight at the Sawyer County Municipal Airport in areas that are not leased to a Tenant is hereby authorized. The overnight parking fee schedule listed below shall apply to all makes and types of aircraft, whether individually owned or owned by a corporation:

1. Single engine aircraft - $2.50 per night
2. Larger aircraft - $3.50 per night

Bills shall be sent to the registered owner of the aircraft and payment will be due immediately upon receipt of bill. Bills past due shall incur interest at the rate of 1-1/2% per month. The County may collect these parking fees on its own or may subcontract the collection of these fees to an agent or agents.

C. 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 Airport parking lot is hereby authorized to be collected by the County from the owners of automobiles, vans, trucks, motorcycles, or other vehicles. The overnight vehicle parking fee shall be $2.00 per vehicle per space per night. Bills shall be either placed on the vehicle or sent to the registered owner of the vehicle and payment will be due 15 days following the billing date. In the event the bill is unpaid beyond the 15-day period, the unpaid amount of the bill will double. 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 premises. 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.

or $10.00 Mo.

1.240 MINIMUM STANDARDS AND PROCEDURES FOR AGRICULTURAL TENANTS AND/OR OPERATORS

A. 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 as follows:

(1) 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.

(2) A listing and description of the types of machinery required for conduct of the agricultural activity.

(3) Location of off-site storage facilities for machinery, equipment, supplies and harvested crops.

(4) A plan for the maintenance of soil fertility, if the proposed use is for more than a single growing season.

B. All lease/operating agreements for agricultural activities shall include, among other things, a covenant reciting the County's right to:

(1) 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

(2) 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

(3) such other restrictions or limitations which the County may deem appropriate.

C. All lease/operating agreements for agricultural activities shall also include, among other things, a covenant reciting the Tenant/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 Tenant/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.

1.250 MINIMUM STANDARDS AND PROCEDURES FOR OTHER NON-AVIATION TENANTS AND/OR OPERATORS

A. 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:

(1) A complete description of the type of activity proposed.

(2) A listing and description of the types of vehicles, equipment and machinery required for conduct of the activity.

(3) Location of off-site storage facilities for machinery, equipment, or supplies.

(4) A listing of and plan for the on-site handling of any attendees, other persons, and vehicles associated with the activity.

(5) Dates and times for the proposed activity.

B. All lease/operating agreements for such other activities shall include, among other things, a covenant reciting the Owner's right to:

(1) restrict, limit or otherwise control such activity in any manner it sees fit to insure safe and unimpeded aeronautical activity at the Airport, and

(2) designate areas for the activity and to designate the type of security required in each such area.

(3) such other restrictions or limitations which the County may deem appropriate.

C. All lease/operating agreements for such other activities shall also include, among other things, a covenant reciting the Tenant/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 Tenant/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.

1.260 SPILL FUEL PREVENTION CONTROL

A. Potential Fuel Spill Sources. Potential sources of spills on the airport premises include the following:

(1) the filling of underground or above-ground fuel storage tanks;

(2) the transfer of fuel between fuel storage tanks;

(3) the transfer of fuel from storage tanks or trucks to an aircraft;

(4) the filling or unloading of other storage facilities or structures with oil, fuel oil, gasoline or other hazardous or toxic materials or liquids.

B. 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:

(1) time of observation of spill;

(2) location of spill;

(3) identity of material spilled;

(4) probable source of spill;

(5) probable time of spill;

(6) volume of spill and duration;

(7) present and anticipated movement of spill;

(8) weather conditions;

(9) personnel at scene;

(10) action initiated by personnel.

C. Containment and Clean-Up. The containment and clean-up 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 their services provided in the spillage clean-up process.

1.270 CONTROL OF UNDERGROUND STORAGE TANK (UST) FACILITIES

A. 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.

B. County Authorization. Application to the County for authorization to construct underground storage tanks shall be in writing and shall consist of the following items:

(1) 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.

(2) Written and valid approvals of the construction from the Federal Environmental Protection Agency (EPA) and the State Department of Natural Resources (DNR).

(3) 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.

(4) 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.

(5) 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.

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.

C. Regulation of Existing USTs. The owners of existing USTs at the Sawyer County Municipal 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 CFR Parts 280 and 281, ILHR 10, Wis. Admin. Code, "CERCLA" 42 U.S.C. s. 9601 et seq., and Wisconsin Statute Ch. 144, the "Wisconsin Spill Statute." Sawyer 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.

1.280 PUBLIC ACCESS TO AIRPORT PREMISES

A. Public Access. Visitors shall have access to all public use vehicle parking lots and access roads between such vehicle parking lots and public roads and highways 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 Operators or Tenants 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 Operators/ Tenants during hours when such public buildings are open to the public.

B. 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.

C. Restricted Access. Unless otherwise permitted by a duly authorized representative of the County, no visitor shall be allowed access to any of the following areas of the Airport:

(1) Runways

(2) Taxiways

(3) Aircraft Parking Aprons

(4) Hangars

(5) Service Roads

(6) Unimproved or grass areas bounded by any of the above

(7) 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 Operators or Tenants.

D. 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.