

ENROLLED ORDINANCE 179-34

APPROVE LEASE WITH JET OUT, INC. TO BECOME A MULTIPLE SERVICES
AERONAUTICAL SERVICE PROVIDER AT WAUKESHA COUNTY AIRPORT

WHEREAS, Jet OUT, Inc. has applied to become an Aircraft Charter and Unscheduled Air Taxi Service Provider in accordance with Waukesha County's Minimum Standards for Aeronautical Service Providers; and

WHEREAS, Jet OUT, Inc. has requested a variance to Section 9-68 of the Waukesha County Code regarding the requirement to provide one single engine, four place aircraft for charter and unscheduled air taxi services; and

WHEREAS, Jet OUT, Inc. projects an investment of \$4 million to build a hangar and to hire eight new employees; and


WHEREAS, an additional services provider will introduce new land lease and fuel flow revenue to the Waukesha County Airport budget.

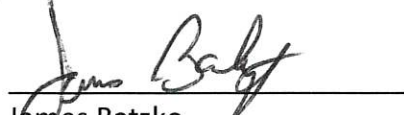
THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that Jet OUT, Inc. is approved to become an Aeronautical Service Provider in accordance with Waukesha County's Minimum Standards for Aeronautical Service Providers with exception to Section 9-68 of Waukesha County Code requirements for one single engine, four place aircraft.


BE IT FURTHER ORDAINED that a lease with Jet OUT, Inc. substantially in the form attached hereto is hereby provided. The Director of Waukesha County Public Works or her designee is authorized to take all actions necessary to finalize and execute the lease provided that the final terms do not materially alter the nature or economics of the deal.

APPROVE LEASE WITH JET OUT, INC. TO BECOME A MULTIPLE SERVICES AERONAUTICAL SERVICE PROVIDER AT WAUKESHA COUNTY AIRPORT

Presented by:
Public Works Committee



Keith Hammitt, Chair


James Batzko


Robert L. Kolb


Chris Mommaerts


Thomas J. Schellinger


Steve Styza

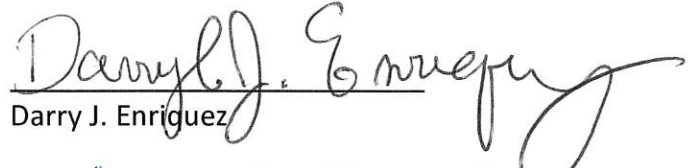

Terry Thieme

Approved by:
Finance Committee

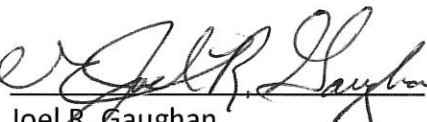

Gary J. Szpara, Chair

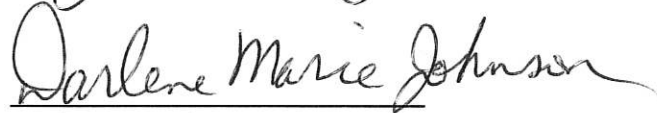
Absent

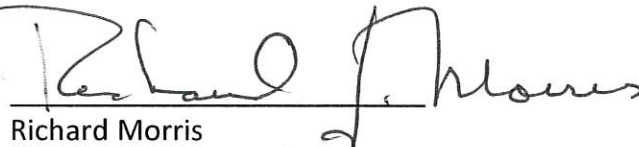
Larry Bangs


Darryl J. Enriquez

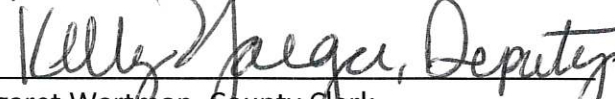

Wayne Euclide


Joel R. Gaughan


Darlene M. Johnson


Richard Morris

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 8/30/24, 
Margaret Wartman, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X

Vetoed: _____

Date: 9/3/2024, 
Paul Farrow, County Executive

VOTE RESULTS >

25 YES 0 NO 0 ABSTAIN 0 ABSENT

179-O-035

Passed By Majority Vote

D1 - Styza	S	AVE	D10 - Thieme	AVE	D19 - Enriquez	AVE
D2 - Euclide		AVE	D11 - Howard	AVE	D20 - Schellinger	AVE
D3 - Morris		AVE	D12 - Wolf	AVE	D21 - Gaughan	AVE
D4 - Batzko		AVE	D13 - Leisemann	AVE	D22 - Szpara	AVE
D5 - Grant		AVE	D14 - Mommaerts	AVE	D23 - Hammitt	M
D6 - Walz		AVE	D15 - Kolb	AVE	D24 - Bangs	AVE
D7 - LaFontain		AVE	D16 - Crowley	AVE	D25 - Johnson	AVE
D8 - Koremenos		AVE	D17 - Meier	AVE		
D9 - Heinrich		AVE	D18 - Nelson	AVE		

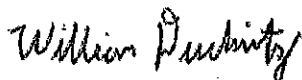
FISCAL NOTE

APPROVE LEASE WITH JET OUT, INC. TO BECOME A MULTIPLE SERVICES
AERONAUTICAL SERVICE PROVIDER AT WAUKESHA COUNTY AIRPORT

This ordinance approves Jet OUT Inc. (herein, the “lessee”) as an aeronautical service provider and a lease agreement at the Waukesha County Airport. The term of this lease is 30 years, beginning on August 1, 2024 through July 31, 2054. The lease contains options for the lessee to request a new lease agreement, reflecting the then-current terms and conditions that the county has in effect for lease agreements, at the 10- or 20-year mark of the agreement. If the lessee executes either option, the new lease agreement will be in effect for thirty years from that option date (i.e., through either July 31, 2064 or July 31, 2074).

The lease has already been factored into the 2024 budget and the upcoming 2025 budget request. The lease includes revenues associated with the 55,000 square feet space being used by the lessee. At the 2024 rate of \$0.4348/sq ft, the prorated revenues for 2024 (August through December) are \$9,964. The 2025 rate will be adjusted according to the percentage change in the Consumer Price Index, U.S. City Average (CPI-U), for the previous twelve months ending in August 2024, with a minimum increase of 2.5% and a maximum increase of 8.5%. This same adjustment applies for each succeeding year. The minimum increase would bring the rate in 2025 to \$0.4457, which would generate revenues of \$24,513. The lessee is required to construct a hangar facility, no less than 14,400 square feet in size, on this space within 24 months of the execution of this agreement. The lessee is required to maintain, remove snow, and pay for utilities for the leased premises.

Additionally, the lessee will be permitted to self-fuel its operations, which includes a fee paid to the county at \$0.10/gallon delivered to their facility, the same as other self-fueling operations at the Airport. The amount of additional revenue is unknown at this time according to department management, but the expectation is that the lease will positively impact that revenue source. The Airport operates as a proprietary fund, so any above-budget revenues or favorable year-end results will lapse into Airport Fund balance for future Airport use.



William Duckwitz
Budget Manager
08/06/2024
WW

HANGAR LAND LEASE AGREEMENT

BETWEEN

WAUKESHA COUNTY

AND

JET OUT, INC.
2093 PHILADELPHIA PIKE #5792
CLAYMONT, DE 19703-2424

FOR

2731 AVIATION DRIVE

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THIS AGREEMENT made and entered into this 30th day of July 2024 by and between WAUKESHA COUNTY, a quasi-municipal corporation, hereinafter referred to as the "County", and Jet OUT, Inc., a Delaware corporation, hereinafter referred to as "Lessee", which has received a certificate of authority to transact business in Wisconsin pursuant to § 180.1503, Wis. Stats.

PRELIMINARY RECITALS

WHEREAS, the County is the owner and operator of Waukesha County Airport - Crites Field, an airport situated in Waukesha County, Wisconsin (the "Airport").

WHEREAS, Lessee desires to lease from the County a parcel of land at the Airport to be used for the construction of an aircraft storage facility (a hangar).

WHEREAS, Lessee desires to enter into a long term lease and the County is willing to enter into such new lease provided that minimum standard Aeronautical Service Provider provisions are incorporated therein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which are acknowledged, the County and the Lessee agree to the following terms:

ARTICLE 1 TERM; EXTENSION

This Agreement shall commence effective as of August 1, 2024, and shall terminate on July 31, 2054, unless terminated sooner as permitted by this Agreement.

Provided that Lessee is not then in default of any of its obligations under this Agreement or under any other agreement with the County at the Airport, Lessee shall have the option to request a new land lease agreement ten (10) and twenty (20) years from the date of the initial Agreement commencement as stated above. If Lessee chooses to exercise one or both options, the County will prepare a new agreement with terms and conditions reflecting the then current terms and conditions the County has in effect for hangar land lease agreements. Lessee shall exercise its options in the following manner:

1. At least three (3) months prior to the first and second option periods, Lessee shall notify the County, in writing, by certified mail return receipt requested of Lessee's desire to have a new land lease agreement prepared.
2. Upon receipt of Lessee's notice, the County shall prepare a new land lease

agreement which shall reflect the County's terms and conditions for hangar land leases in effect at the option period. If Lessee chooses to execute the new lease agreement, such agreement shall commence on the option date and terminate on July 31, 2064. If the first option is exercised, the new lease shall contain one similar option to request a new lease ten (10) years from the commencement of the new lease. If the second option is exercised, the County shall prepare a new land lease agreement which shall reflect the County's terms and conditions for hangar land leases in effect at the second option period. If Lessee chooses to execute the new lease for the second option period, such agreement shall commence on the option date and terminate on July 31, 2074. The new lease for either the first or second option period shall contain substantially similar financial terms to the immediately preceding term, subject to the adjustments set forth in Article 3 of this Agreement.

3. Lessee shall have until Lessee's first and/or second option period, respectively, to execute the new agreement, and upon execution by Lessee and the County this Agreement shall be terminated. After receiving and reviewing the County's terms and conditions for hangar land leases in effect at the option period, Lessee may, at its sole option, choose to not execute the new agreement, in which event this Agreement shall remain in full force and effect and such option exercise shall be nullified.
4. Nothing in this Article 1 is intended to create a perpetual right to new lease agreements. Notwithstanding the then-current terms for hangar land leases, in no event shall any new lease agreement created pursuant to this Article 1 at the first or second option date extend or be extendable beyond July 31, 2074.
5. For the sake of clarity, upon execution of any new land lease agreement resulting from Lessee's exercise of the first or second option, Lessee shall retain all interest in the leasehold improvements upon the Leased Premises until the termination of all option periods and no interest in the leasehold improvements shall revert to Lessor upon expiration of the initial term or the first option period, if applicable.

ARTICLE 2 LEASED PREMISES; PURPOSE

The County leases to the Lessee the following described portion of the Airport which is referred to in this Agreement as the "Leased Premises".

A parcel of land approximately 250 feet wide by 220 feet deep and containing approximately 55,000 square feet, more or less, and commonly known as 2731 Aviation Drive, which is more specifically shown and legally described on Exhibit 1 which is

attached hereto and made a part of this Agreement. The Leased Premises shall be used solely for the construction and operation of a hangar facility no less than 14,400 square feet and used only for one or more of the following purposes, as may be further described by any hangar use policy adopted by the Airport in furtherance of the FAA's policy on Use of Aeronautical Land and Facilities found at 81 Federal Register 38910, June 15, 2016, as amended from time to time: the performance of aeronautical services, the inside storage of aircraft owned or leased by Lessee, the inside storage of aircraft pursuant to a sublease agreement for space in the hangar facility subject to the terms and conditions of, and approved in accordance with, this Agreement, and the inside storage of related materials and supplies (the "Permitted Uses").

Lessee does not have an exclusive right to perform any aeronautical services at the Airport, and no person or entity at the Airport is obligated to use any of the aeronautical services that Lessee provides. It is clearly understood by 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 employees (including, but not limited to, maintenance and repair) that it may choose to perform.

ARTICLE 3 FEES AND RENTALS

The Lessee shall pay the following fees and rentals:

1. A lot description fee of \$1,200 payable upon execution of this Agreement.
2. Annual rental for the Leased Premises of \$23,914.00 (calculated at \$0.4348 per square foot times 55,000 square feet) with the prorated amount for the year 2024 to be \$9,964.17 paid in 2 installments: \$4,982.08 on August 1 and \$4,982.09 October 1.

For the year 2025, the annual rental payment for the Leased Premises shall be adjusted on the basis of the percentage change in the Consumer Price Index for All Urban Consumers ("CPI-U"), U.S. City Average, Seasonally Adjusted, 12-Month % Change, as published by the U.S. Bureau of Labor Statistics, or the national replacement or successor index, as readjusted to the base month, and computed as the percentage change in CPI-U for the previous twelve calendar months ending August, 2024 increased over the average for the prior twelve calendar months ending August, 2023. The same adjustment in the amount of annual rent shall be made according to the same formula for each succeeding year (i.e., the annual rent for year 2026 will be adjusted based upon the percentage increase of the index average from the twelve-month average ending August 2024 to the twelve-month average ending August 2025). Notwithstanding

the foregoing, the percentage increase over the prior year's annual rental payment shall not be less than 2.5% or greater than 8.5%.

Commencing with the year 2025, the annual rental payments shall be made in four equal installments on January 1, April 1, July 1, and October 1 of each year. During any holdover period pursuant to Article 30 of this Lease, rent shall be paid monthly on the first day of each month at a rate of 1/12 the annual rental payment which would otherwise be due under the formula set forth in this Article 3.

ARTICLE 4 STANDARDS FOR GENERAL AVIATION OPERATORS

The provisions set forth in Exhibit 2, entitled Waukesha County Airport Minimum Standards for Aeronautical Service Providers, are made a part of this Agreement as are any amendments thereto made from time to time. If this Agreement and the Waukesha County Airport Minimum Standards for Aeronautical Service Providers are in conflict in what they require of the Lessee, or in what they obligate the Lessee to do or not to do, the Waukesha County Airport Minimum Standards for Aeronautical Service Providers shall control.

For the avoidance of doubt, to the extent not otherwise expressly reproduced herein, the lease clauses contained in Section 9-61 of the Waukesha County Code in effect on the date hereof are incorporated herein by reference. Furthermore, if Lessee is operating as an unscheduled air charter or air taxi Aeronautical Service Provider, Lessee shall provide the facilities, equipment and services required to meet the minimum standards for an aircraft charter and unscheduled air taxi aeronautical service provider as set forth in Section 9-68 of the Waukesha County Code with the exception of the requirement for "not less than one (1) single-engine, four-place aircraft" for which Lessee has received a variance from this requirement from County. In addition, Lessee shall provide the facilities, equipment and services required to meet the minimum standards for an aircraft storage aeronautical service provider as set forth in Section 9-70 of the Waukesha County Code and shall at all times comply with the minimum standards for all aeronautical service providers in accordance with Section 9-58 of the Waukesha County Code.

ARTICLE 5 RIGHTS AND PRIVILEGES OF LESSEE

Subject to the terms and conditions hereinafter set forth, Lessee is hereby given the following rights and privileges during the term of this Agreement.

1. Storage and other Uses - Lessee has the right to store its own owned or leased aircraft on the Leased Premises as may be further described by a hangar use

policy adopted by the Airport. In addition, Lessee may use the Leased Premises for one or more of the following purposes: (1) Aircraft Storage; (2) Aircraft Charter and Unscheduled Air Taxi. Lessee shall not engage in any other business or operation from the Leased Premises without the written consent of the County, including but not limited to any business or operation which would be in competition with the services offered by a fixed base operator or aeronautical service provider as defined in the Waukesha County Airport Minimum Standards for Aeronautical Service Providers. Lessee understands that a violation of this paragraph is a material default and breach of this Agreement, which gives the County the rights set forth in Article 12 of this Agreement.

2. Aeronautical Facility Use - Lessee shall be permitted to use, in common with others, existing and future aeronautical facilities at the Airport as they may exist or be modified, augmented, or deleted from time to time. These facilities shall include, but not be restricted to the landing areas, their extensions and additions, roadways, aprons, and any air navigation facilities or other conveniences for the flying, landing, and taking-off of aircraft. Nothing herein shall prohibit the County from modifying, augmenting, or deleting any such facilities.
3. Ingress and Egress - Subject to rules and regulations governing the use of the Airport as may be established by the Airport Manger, the Lessee, its employees, suppliers of materials, furnishers of service, sub-lessees and licensees (to the extent permitted or allowed hereunder), business visitors, and invitees shall have the right of ingress and egress to and from the Leased Premises leased exclusively to Lessee.
4. Quiet Enjoyment - The County covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises for the term of this Agreement. Lessee agrees that temporary inconveniences, such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of Airport improvements or force majeure events at the Airport shall not constitute a breach of quite enjoyment of the Leased Premises.

ARTICLE 6 RIGHTS AND PRIVILEGES OF COUNTY

In addition to the other rights and privileges herein retained by it, the County has and reserves the following rights and privileges:

1. Airport Development - The County has the right, but shall not be obligated to Lessee, to develop or improve the landing areas and other portions of the Airport

as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance. If the development of the Airport requires it, the County has the right, upon no less than 180 days' notice, to either (1) substitute another parcel of land for the Leased Premises and relocate Lessee's improvement(s) to that new parcel at no cost to the Lessee, or (2) purchase Lessee's improvements at fair market value and terminate this Agreement. In the event of a substitution and relocation or a purchase and agreement termination as permitted by this section, the County shall have no liability to the Lessee for any loss, expense, damage or cost of any nature whatsoever that results from or is occasioned by the substitution and relocation or the purchase and agreement termination.

2. Aerial Approaches - The County has the right to take any action it considers necessary to protect the aerial approaches and transition surfaces of the Airport against obstruction, together with the right to prevent the Lessee or any sub-lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the Airport Commission, would limit the usefulness of the Airport or constitute a hazard to aircraft.
3. War, National Emergency, Riot, or Natural Disaster - During time of war, national emergency, riot or natural disaster, the County shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin for military or National Guard use and, in such event, the provisions of this Agreement, insofar as they are inconsistent with the provisions of any lease to any such unit of government, shall be suspended for the term of such government lease.
4. Access to Leased Premises - To the extent necessary to protect the rights and interests of the County or to investigate compliance with the terms of this Agreement, the Airport Manager or his designee shall at any and all times have the right to inspect the Leased Premises, including all buildings, structures, and improvements erected thereon; however, the Airport Manager shall provide at least 24 hours' prior written notice to Lessee for any inspection requiring access to the interior of any buildings, structures or improvements.
5. Government Use of Airport - This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States Government, 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 funds for the development of the Airport.
6. Unrestricted Right of Flight - The County, for the use and benefit of the public,

has a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

7. Audit - The Airport Manager, or any designated agent, representative or employee, may at all reasonable times, audit the books of Lessee regarding Lessee's operations as an Aeronautical Service Provider at the Airport, including the Self-Fueling obligations set forth in Article 8 of this Agreement to enable the County to verify the amount of any fees due or to verify all other conditions of this Agreement. It is the intention of the parties that the County's audit will be on an annual basis; however, the County reserves the right to make the audit at any time.

ARTICLE 7 OBLIGATIONS OF LESSEE

Except as otherwise specifically provided herein, Lessee shall have the following obligations during the term of this Agreement.

1. Condition of Leased Premises - Lessee accepts the Leased Premises in its present condition and, without expense to the County, will maintain any improvements thereon.
2. Hangar Construction - Lessee shall have all construction plans, including site preparation, approved by the Airport Commission prior to any construction occurring on the Leased Premises, such approval not to be unreasonably withheld. Hangar construction must be completed within twenty-four (24) months from the execution of this Agreement, subject to extension for delays caused by force majeure events. The issuance of a certificate of occupancy shall evidence completion within the meaning of the preceding sentence. Construction scheduling and operations shall be coordinated with, and approved by the Airport Manager before construction shall begin, such approval not to be unreasonably withheld. Lessee understands that any and all portions of the Airport which are disturbed by Lessee or its contractors during construction shall be restored at Lessee's sole expense to substantially the same or better condition as before construction began. Failure to make any restorations as identified herein shall be considered a material breach of this Agreement.
3. Maintenance, Exterior Storage, and Housekeeping - Lessee shall, at its expense, keep, maintain, and repair the Leased Premises, any improvements thereto, and all equipment and buildings in a presentable and operable condition, consistent

with good business practices, and in a manner to preserve and protect the general appearance and value of other premises in the immediate vicinity. This shall include, but not be limited to, roof, exterior painting, all doors, paved areas, lighting, grass, and landscaped areas within the Leased Premises.

Lessee further agrees that there will be no outside storage of equipment, materials, supplies, or damaged or partially dismantled aircraft on the Leased Premises and will remove, at its expense, all trash, garbage, and oil, and not deposit the same on any part of the Airport except temporarily in conjunction with collection or removal.

In the event Lessee does not keep the Leased Premises in a presentable condition, the County has the right to issue a written notice to remedy the condition forthwith. Should Lessee fail to perform satisfactorily within ten (10) days of such notification or show cause for extension of said time period, the County shall have the right to perform, or have performed by an outside contractor the necessary work without liability, and Lessee agrees to pay the County one hundred twenty-five percent (125%) of such expenses within fifteen (15) days upon invoice receipt.

In the event of fire or any other casualty to buildings or other structures owned by Lessee, Lessee shall either repair or replace the building or remove the damaged building and restore the Leased Premises to its original condition; such action must be accomplished within one hundred eighty (180) days (subject to extension for force majeure) of the date the damage occurred. Upon petition by Lessee, the County may grant an extension of time if it appears such extension is warranted.

3. Additions or Alterations - Lessee is prohibited from making alterations, attaching external fixtures, or making other changes to the hanger facility or Leased Premises unless approved in advance, in writing, by the Airport Manager such approval not to be unreasonably withheld.
4. Signage and Illumination - Lessee shall not paint upon, attach, exhibit or display in or about said Leased Premises any sign without first obtaining the written consent of the Airport Manager (said consent not to be unreasonably withheld) first obtained regarding the nature and construction of said sign. Lessee may erect across the front of the building an appropriate sign containing the name of the Lessee, with Airport Manager approval, said approval not to be unreasonably withheld.
5. Utilities - Lessee agrees to provide its own connections with utilities and to make separate arrangements with the agencies responsible for these utilities. Lessee

shall pay for all utility service supplied to the Leased Premises, and if required by the utility agencies as a condition of providing the services, Lessee will install and pay for standard metering devices for the measurement of such services. In the event it shall become necessary to make utility service or facility changes, Lessee will either make such changes and installations, at its expense, as directed and required by the utility organizations, or pay the utility organization for such changes made. The County shall have the right, upon at least 30 days' prior written notice and without cost to Lessee, to install and maintain in, on, under or across the Leased Premises, sewer, water, gas, electric, and telephone lines, electric substations, or other utility installations necessary to the operation of the Airport, or to service other tenants of the County; provided, however, that the County shall carry out such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Lessee's use of the Leased Premises.

6. Public Benefit - Lessee agrees to operate the Leased Premises for the use and benefit of the public.
 - A. To furnish good, prompt, and efficient service adequate to meet all the demands for its service at the Airport.
 - B. To furnish said service on a fair, equal, and nondiscriminatory basis to all users of the Airport.
 - C. To 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.

7. Discrimination - Lessee, for itself, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that a) no person on the grounds of race, color, religion, national origin, sex, marital status, disability, age or sexual orientation shall be excluded from participation in, denied the benefits of, otherwise subjected to discrimination in the use of said Leased Premises or employment opportunities, b) that in the construction of any improvements on, over, or under such Leased Premises and the furnishings of services, thereon, no person on the grounds of race, color, religion, national origin, sex, marital status, disability, age or sexual orientation shall be excluded from participation in, denied the benefits of, otherwise be subjected to discrimination or employment opportunities, and c) that the Lessee shall use the Leased 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.

8. Costs of Enforcement - Lessee covenants and agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by the County in enforcing the covenants, conditions and obligations of this Agreement.
9. Taxes, Licenses, and Permits - Lessee shall obtain and keep current all municipal, County, State and Federal licenses and permits that may be required in its operation. Also, Lessee will bear, pay, and discharge all taxes, assessments and levies of every nature and kind which may be taxed, charged or assessed lawfully against the Leased Premises and improvements thereon, or which may be lawfully levied or imposed upon the leasehold by a governmental agency.
10. Liens - Lessee agrees to promptly pay all sums legally due and payable on account of any labor performed on, or materials furnished for the Leased Premises which were contracted for by Lessee. Lessee shall not permit any liens to be placed against the Leased Premises on account of labor performed or material furnished which were contracted for by Lessee, and in the event such a lien is placed against the Leased Premises, Lessee agrees to save the County harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

Notwithstanding the foregoing, upon approval of the Airport Commission (which approval shall not be unreasonably withheld), Lessee may grant a lien or security interest in its own personal property located upon the Leased Premises, or its interests in the Leased Premises conferred by this Agreement as set forth in Article 33, to a bonafide lending institution.

11. Parking - Lessee agrees to prohibit vehicle parking on the Airport premises other than those vehicles specifically associated with the use of the Leased Premises and no other. Lessee, its employees, sub-lessees, guests and invitees shall park only on Lessee's Leased Premises, or other publicly designated parking areas. Lessee, its agents or guests are expressly prohibited from operating any vehicle on any area of the Airport designated as a "movement area". Lessee shall at all times comply with posted signs regulating the movement of vehicles.
12. Laws, Ordinances, Rules and Regulations - Lessee agrees to observe and obey the rules and regulations governing the conduct and operation of the Airport facilities promulgated from time to time by the Airport Manager, Airport Commission, and/or Waukesha County Board. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including all applicable Federal Aviation Administration orders, regulations and advisory circulars that pertain to any conduct or operation at the Airport.

13. Storage of Flammable Fluids - Lessee agrees that the storage of gasoline or other flammable fluids in bulk quantities shall be limited to the Airport Fuel Farm or to such area as designated by the Airport Manager. Lessee agrees that the storage of all other gasoline or flammable fluids shall be in an approved steel locker labeled "FLAMMABLE". The Airport Manager may, in his discretion, prohibit or impose restrictions on the storage of said materials if, in the Airport Manager's opinion, the storage is determined to be a safety hazard. The disposal of any hazardous chemicals or fluids on the Airport premises is prohibited and is considered a material breach of this Agreement.
14. Snow Plowing - Lessee agrees to be responsible for the plowing of snow within its Leased Premises including parking lot(s) and aircraft parking ramp(s). Snow plowing adjacent to or in aircraft parking ramp(s) area(s) will be consistent with the requirements of the Federal Aviation Administration ("FAA") as established in Advisory Circular Airport Field Condition Assessments and Winter Operations Safety or its successors. The County shall provide snow removal on all movement areas consistent with priorities established and specified in the Waukesha County Airport Snow and Ice Control Plan.
15. Covenants - Lessee acknowledges receipt of a copy of the Waukesha County Airport Covenants that apply to its Leased Premises and shall comply with the requirements of these Covenants as they may be amended from time to time.
16. Special Events - To not conduct or hold air shows, races or similar events, or other special events, including those of a non-aeronautical nature, at the Airport without written authorization from the Airport Manager in advance in accordance with the Airport's Special Event Policy.

ARTICLE 8 SELF-FUELING

Notwithstanding Article 7, paragraph 13, "Storage of Flammable Fluids," upon issuance of a permit for self-fueling, the Lessee shall be entitled to transfer fuel into aircraft owned or leased exclusively to it. For all matters related to self-fueling, the Lessee must comply with each and every obligation and requirement below and of the Waukesha County Airport Self Fueling Ordinance. The Waukesha County Airport Self Fueling Ordinance, hereafter referred to as "Ordinance," is attached as Exhibit 3 and made a part of this Agreement, as are any amendments thereto made from time to time.

1. Location and Installation of Tank and Components - The entire tank fueling system and components shall be positioned and constructed in a manner consistent with requirements set forth in the Ordinance for the type of system

being used.

2. Security Deposit - At the time of execution and issuance of a self-fueling permit, the Lessee shall deposit with the County the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) per fuel tank (or such greater amount as may be set forth in the then-current version of the Ordinance) plus the amount of any self-insured retention (deductible) in the pollution liability and environmental impairment insurance that the Lessee will be required to supply, to be held by the County as security for and against any loss, cost or expense incurred by the County as a result of any activity related to self-fueling engaged in by the Lessee, including Lessee's failure to pay the fuel flowage fee required by the Ordinance. If the self-insured retention exceeds Five Thousand and 00/100 Dollars (\$5,000.00) (or such greater amount as may be set forth in the then-current version of the Ordinance), it may be satisfied by an irrevocable letter of credit in favor of the County in a form acceptable to the County. The County will pay Lessee interest on the money deposited with it, at a rate to be determined by the County based upon any actual rate of return received payable annually. Unless it is used as permitted in the following paragraph, this money shall be returned to Lessee following the completion of all of its obligations under this Agreement including any payment obligations.

If Lessee fails to make any payment to the County required by this Agreement, including charges for maintenance and repair and for damage to property, or if Lessee otherwise defaults with respect to any provision of this Agreement, the County may use, apply or retain so much of the deposit as necessary to fulfill the payment obligation, cure the default or otherwise compensate the County for damage or loss sustained by it resulting from Lessee default. Such use of the deposit by the County in no way limits its right to pursue the remedies given to it by this Agreement. Lessee shall be required to, within ten (10) days of receipt of written notice to do so, fully replenish all security deposit funds so applied.

3. Fuel Flowage Fee - The Lessee shall pay a fuel flowage fee of ten cents (\$0.10) for each gallon of fuel delivered to Lessee's fuel tank system (or such greater amount as may be set forth in the then-current version of the Ordinance). Payment of the fee shall be made to the Airport Manager on the 20th day of each month for fuel that was delivered or transferred during the previous month. Any late payment shall be subject to interest in the amount per month set forth in the then-current version of the Ordinance. With each payment, the Lessee shall furnish the Airport Manager with a statement and documentation showing the number of gallons delivered or transferred for the applicable payment period. The Lessee understands and agrees that if the Waukesha County Board of Supervisors amends the Ordinance by changing the amount of the fuel flowage fee, the Lessee shall pay the new fee.

4. Inspection and Maintenance - Lessee shall perform daily, weekly and monthly inspections, maintenance and testing of any fuel tank system and fuel servicing vehicles it operates as required by the system and component manufacturers, local, state and federal laws, codes, ordinances rules and regulations and FAA Advisory Circulars and Orders now or hereafter in force and effect. Lessee shall maintain written records required by this paragraph for a minimum of six (6) years and shall be made available to the Airport Manager upon request.
5. Record Keeping and Audits - Records kept by Lessee shall include but not be limited to the following: dates, quantities and supplier of all fuel brought onto the Airport for the purpose of self-fueling; and, fuel product quantity monitoring reports generated by an underground fuel tank monitoring system which reports must clearly identify the tank owner, hangar location and tank contents. Reports shall be provided to the Airport Manager every three (3) months. Records required by this paragraph shall be maintained for a minimum of six (6) years.

In addition to the records required by this paragraph, the Lessee shall provide the Airport Manager with information and records which are requested for the purpose of determining compliance with the Ordinance including, but not limited to, records pertaining to business organization and ownership; ownership of equipment; and, employee status. Further, Lessee shall promptly forward to the Airport Manager copies of any fire or safety inspection reports, underwriting audits or insurance company reviews that relate to its self-fueling operations at the Airport, including its fuel tank system and aircraft fuel servicing vehicles. The Lessee shall also allow the Airport Manager, or his designee, to inspect the Lessee's fuel tank system and aircraft fuel servicing vehicles for the purpose of determining compliance with the Ordinance.

The Lessee shall keep training records for the employees who perform fueling operations for a minimum of six (6) years and shall make the training records available to the Airport Manager upon request.

The County shall have the right, during reasonable hours and upon reasonable advance notice, to audit Lessee's records regarding its self-fueling operations at the Airport.

6. Tank Removal - Lessee shall be required to remove tank system and restore the site upon expiration of the land lease, upon permit expiration or revocation, or upon the expiration of the manufacturer's warranty period, whichever occurs first.

7. Fueling Personnel Requirements - No individual may perform a fueling operation unless the individual meets all of the following requirements:
- a. Remains with the fueling apparatus at all times during the fueling operation;
 - b. Exercises extreme caution to prevent a fuel spill, and if a fuel spill occurs, immediately ceases fueling operations and notifies the Airport Manager;
 - c. Is an employee of the Lessee, but this requirement does not apply to an individual delivering fuel into a fuel storage tank;
 - d. For any fueling operation that results in the transfer of fuel into an aircraft, can demonstrate that he or she is authorized, trained and fully qualified to operate the fuel transfer equipment by having completed, or been trained by an individual who has completed, an accepted FAA training program, and carrying with him or her an identification card issued by the employer which certifies his or her qualifications;
 - e. Complies with all National Fire Protection Association ("NFPA") and FAA requirements regarding fuel transfers for aircraft fuel servicing.
8. Compliance with other Laws - Lessee shall comply with all local, federal and state laws, codes, ordinances, rules and regulations now or hereafter in force and effect applicable to any activity associated with the storage and transfer of aircraft fuel. This includes, but is not limited to, compliance with ordinances of the City of Waukesha and rules of administrative agencies of the State of Wisconsin, including Wisconsin Administrative Code Chapter ATCP 93 Flammable, Combustible and Hazardous Liquids, and the Natural Resources Chapters. Lessee shall also comply with all covenants of the Waukesha County Airport and all FAA Advisory Circulars and Orders pertaining to the storage, handling and dispensing of aircraft fuel and all amendments and revisions thereto. A violation of any law, code, ordinance, rule, regulation, circular or order referred to herein is a material breach of this Agreement.

ARTICLE 9 INSURANCE

Lessee shall, at its expense, maintain insurance in full force and effect during the terms of this Agreement in such amounts and coverages as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of Wisconsin satisfactory to the County. The County, its boards, commissions, agencies, appointed and elected officials, employees, and representatives shall be named as additional insureds. Certificates of Insurance evidencing the required insurance shall be filed with the County's Airport Manager and upon request certified copies of the required insurance policies shall also be filed. The Certificates of Insurance and all such policies shall

contain a provision that coverages will not be canceled or non-renewed during the term of this Agreement unless thirty (30) days' advance notice in writing has been given to the County in the manner specified in this Agreement.

1. Commercial General Liability

Lessee shall maintain commercial general liability insurance with the policy written to provide coverage for, but not be limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual and independent contractors. The County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and stated as such on the certificate of insurance.

Limits - The limits of liability shall be not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

2. Automobile Liability

Comprehensive Automobile Liability or Business Auto Policy form covering all owned, hired and non-owned private passenger autos and commercial vehicles, including vehicles that are used in any way related to self-fueling.

Limit - \$1,000,000 combined single limit, each occurrence. Bodily injury and property damage.

3. Hangar Keeper's Liability

Limit - Total value of aircraft stored, each accident.

4. Worker's Compensation and Employer's Liability

Lessee shall maintain statutory worker's compensation benefits and employer's liability insurance with a limit of liability of not less than \$100,000 each accident for employees of Lessee who are engaged in any operations on the airport, including self-fueling.

5. Property Insurance (for all property on the Leased Premises).

Limit - Lessee shall carry sufficient all-risk property insurance on owned and leased buildings and equipment, including aircraft and self-fueling equipment at the Airport.

6. Pollution Liability and Environmental Impairment Insurance**

Lessee shall maintain pollution liability and environmental impairment insurance for sudden and non-sudden occurrences for aircraft fuel storage, handling and

dispensing operations at the Airport which cause injury or damage, including environmental restoration. The limits of liability shall be not less than \$1,000,000 per occurrence or per claim and \$1,000,000 aggregate. For claims-made coverage, the retroactive date of coverage for policies in force during the Agreement shall be no later than the date on which the Agreement commences, unless the policy in force on the commencement date is extended indefinitely to cover all acts. Coverage shall be extended beyond the Agreement termination date and policy year by a supplemental extended reporting period for at least one year after the Agreement is terminated with no less coverage. The policy shall state that such extended reporting coverage is automatic at the time of policy termination or non-renewal. The retroactive date and automatic extended reporting coverage shall be stated on the certificate of insurance. Any deductibles or self-insured retentions must be declared on the certificate of insurance and must not exceed \$10,000.

7. Aircraft Liability (for all owned/leased aircraft which are operated at the Airport)

Limit - \$1,000,000 combined single limit, each occurrence. Bodily injury and property damage.

It is expressly understood that the County has no responsibility for Lessee's owned or leased equipment.

The County may require reasonable increased limits of liability for the above insurance coverages if it determines that the stated limits are inadequate based on insurance industry standards, legal considerations or risk exposure review.

The Lessee shall require that any entity that delivers bulk fuel to Lessee's fuel storage tank provide Lessee with a certificate of insurance which certifies and shows that the entity maintains the insurance coverages noted in numbers 1, 2, 4 and 6 above. The Lessee shall provide the County with a copy of any such certificate upon request.

The County may elect, at its option, to terminate this Agreement upon the cancellation or other termination of any insurance policy issued in compliance with this Article, unless another policy has been filed and approved pursuant to this Article, and shall have been in effect at the time of such cancellation or termination.

ARTICLE 10 INDEMNIFICATION AND HOLD HARMLESS

Lessee shall hold the County harmless, defend and indemnify the County in all action against it. Lessee will not hold the County liable for any damage to property or

injury or death to person when the damage, injury or death is in any way connected or related to the Lessee's obligations under or its performance of this Agreement; its use or occupancy of the Leased Premises; or any of its operations permitted or required by the Agreement. This hold harmless provision will not apply if the damage, injury or death was caused by 1) an intentional act of the County, or 2) a reckless act of the County.

If any demand, claim, lawsuit or proceeding is brought against the County and is in any way connected or related to the Lessee's performance of or its obligations under this Agreement; its use or occupancy of the Leased Premises; or, the operations permitted or required by this Agreement, Lessee shall fully defend the County against the demand, claim, lawsuit or proceeding. The County shall give the Lessee prompt notice of any such demand, claim, lawsuit or proceeding. If such demand, claim, lawsuit or proceeding is brought the County shall have the right, but not the duty, to (1) investigate and settle the demand, claim, lawsuit or proceeding, and (2) participate in the defense of the demand, claim, lawsuit or proceeding.

If a demand, claim, lawsuit or proceeding as described in the preceding paragraph is brought, the Lessee shall pay all expenses, costs, losses, damages, fees, including attorney fees, fines, forfeitures, judgments and awards that result from the demand, claim, lawsuit or proceeding. If the demand, claim, lawsuit or proceeding was settled by the County, the Lessee shall have no payment obligation unless it approved the settlement.

In this Article, "County" includes Waukesha County and the Waukesha County Airport Commission and all of their boards, commissions, agencies, appointed and elected officials, members, employees, officers and agents.

ARTICLE 11 SUBLEASES; RESPONSIBILITY FOR SUBLESSEE

Lessee shall not sublease the Leased Premises, nor any part of the Leased Premises without the express written consent of the County, such consent to not be unreasonably withheld. At a minimum, the County will require that any sublease agreement be in writing and that it include: that the agreement is subject to the terms and conditions of this Agreement; that the use of the subleased premises are limited to uses expressly authorized by this Agreement, i.e., the storage of aircraft and related materials and supplies (as the same may be further described by any hangar use policy adopted by the Airport); that sublessees maintain aircraft liability insurance in the amounts required under this Agreement for Lessee; that sublessees maintain other insurance coverages and amounts as required under this Agreement for Lessee; and that sublessees hold the County harmless and names the County as an additional insured on

all of their insurance policies.

Lessee shall accept full responsibility and liability for the acts and omissions of its sublessees. Lessee shall not be released from any liability under this Agreement in the event of any subleases of the Leased Premises in whole or in part.

ARTICLE 12 DEFAULTS AND REMEDIES

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the Lessee:

1. The filing by Lessee of a voluntary petition in bankruptcy.
2. The institution of proceedings in bankruptcy against Lessee, and the adjudication of Lessee as bankrupt pursuant to such proceedings.
3. The court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act.
4. The filing of any lien against the Airport or any of its property as the result of any act or omission of Lessee if the lien is not discharged or contested in good faith by Lessee (as determined by the County) within fifteen (15) days of Lessee's receipt of notice of the lien unless Lessee posts a bond within this time period equal to the amount of the lien.
5. The voluntary abandonment by Lessee of its operations at the Airport and has stopped maintaining the property for a period of thirty (30) days or more.
6. The appointment of a receiver of Lessee's assets or any general assignment for the benefit of Lessee's creditors.
7. The transfer of Lessee's interest herein by other operation of law.
8. The failure by Lessee to make any payment required by this Agreement at the time such payment becomes due where such failure continues for a period of fifteen (15) days after written notice from the County.
9. The falsification by the Lessee of any of its records or figures so as to deprive the County of any of its rights under this Agreement.
10. The failure by Lessee to perform any of the covenants, conditions, or obligations imposed on it by this Agreement where the failure continues for a period of thirty (30) days after written notice from the County.
11. A sale or other transfer of stock in Lessee's corporation which divests the present stockholders of the controlling interest without the written approval of the County such approval not to be unreasonably withheld. No prior approval of the County shall be necessary in the event Lessee converts to a publicly traded corporation listed on a United States stock exchange.
12. The transfer or assignment or attempted transfer or assignment of this Agreement by Lessee without securing prior written approval of the County such approval not to be unreasonably withheld. It shall be understood for the purpose

of this paragraph that negotiations by Lessee for the assignment or transfer of this Agreement shall not be construed as "attempted transfer".

In the event of a breach of this Agreement by Lessee, the County shall be entitled to any and all legal and equitable remedies available to it under applicable law. Without limitation, these remedies shall include the following which are cumulative and not exclusive:

1. Specific performance of any obligation of Lessee.
2. Declaratory and injunctive relief.
3. The recovery of all damages of any nature that result from the Lessee's breach which damage include unpaid rent, fees and other payments, and the loss of future rent.
4. Reasonable attorney fees for services related to Lessee's breach of this Agreement including fees for attorneys who are County employees.
5. The termination of the Agreement and repossession of the Leased Premises by the County upon thirty (30) days' written notice of termination provided that the breach serving as the basis for termination is not sooner fully cured. If this Agreement is terminated, the Lessee shall remove all property owned by it from the Leased Premises and restore and surrender the Leased Premises to the County in the same condition as when originally received. If the Lessee fails to remove its property and to restore and surrender the Leased Premises as required, the County may do so and the Lessee shall be liable to the County for all expenses of removing the property (including storage fees, if any) and restoring the Leased Premises.

The failure of the County to declare this Agreement terminated for any of the reasons stated above shall not bar the right of the County to subsequently terminate this Agreement for any of the reasons stated above. Further, the acceptance of rental or fees by the County for any period after a default by Lessee shall not be deemed a waiver of any right on the part of the County to terminate this Agreement. In the event of termination, the County shall be obligated to make reasonable efforts to re-lease the Leased Premises and otherwise mitigate damages.

Any bonafide lending institution with a security interest or lien approved by the County pursuant to Article 7, paragraph 10 hereof, or the holder of a Leasehold Mortgage authorized by Article 33 hereof, shall be entitled to receive any notice of default or termination delivered by the County to the Lessee, provided that the bonafide lending institution has made a written request to the County to receive such

notices and has provided the County with its notice address. Such bonafide lending institution shall have the same, but no greater, rights as Lessee to cure the default within the time periods set forth above for cure.

ARTICLE 13 ADDITIONAL TERMINATION RIGHTS

In addition to the termination rights set forth in the preceding Article, the County may also terminate this Agreement if any of the following events occur:

1. A determination by the Waukesha County Board of Supervisors, by resolution or ordinance, that termination is necessary to secure federal funding for Airport development. In this event, the County shall use all reasonable efforts to give Lessee sixty (60) days' advance written notice of its intent to terminate the Agreement. It is understood that the length of this advance written notice may be dependent upon federal or state government requirements pertaining to funding, but at no time shall such notice be less than thirty (30) days. At the expiration of the notice period, title to any and all improvements made by Lessee upon any Airport land shall immediately vest in the County without further proceedings or conveyances, and the County may immediately enter and take possession. However, in such event, the County shall make payment to Lessee in a sum sufficient to cover the fair market value of any structure it has erected upon such land. Fair market value shall be determined as specified in Article 14, Fair Market Value.
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof in such manner as to substantially restrict Lessee, for a period of at least sixty (60) days, from its operations.

ARTICLE 14 FAIR MARKET VALUE

If the Lessee and the County are unable to agree on the fair market value of a structure, each shall obtain an appraisal of the fair market value and send the appraisal to the other party. The failure to send an appraisal to the other party within sixty (60) days of Lessee's receipt of the written notice of termination or written notice of intent to purchase constitutes an acceptance of the other party's fair market value appraisal. If the Lessee's fair market value appraisal and the County's fair market value appraisal vary by less than ten percent (10%) from the average of the two appraisals, then the average of the two appraisals shall be the fair market value of the structure for which the County shall make payment. However, if the Lessee's fair market value appraisal and the County's fair market value appraisal vary by more than ten percent (10%) from

the average of the two appraisals, then the two appraisers shall select a third appraiser.

The third appraiser shall appraise the fair market value of the structure, and his appraisal shall be final and binding so long as it is no greater than the higher and no lower than the lesser of the two appraisals. However, if said third appraisal is higher than the highest party appraisal or lower than the lowest party appraisal, then the fair market value shall be the value of the party's appraisal that is closest to the third appraisal. The County and Lessee will share the cost of the third appraisal. Each appraiser used shall be certified by the State of Wisconsin or shall have a temporary practice permit issued by the State.

ARTICLE 15 CANCELLATION BY LESSEE

Lessee may cancel this Agreement at any time that it is not in default in its obligations by giving the Airport Manager thirty (30) days' written notice to be served as hereinafter provided after the happening of any of the following events, if such event materially impairs the conduct of Lessee's normal business on the Airport:

1. The issuance by a court of competent jurisdiction of any injunction in any way preventing or restraining normal use of the Airport or any substantial part of it, and the injunction remains in force for a period of sixty (60) consecutive days such injunction not being the result of any fault of Lessee;
2. The inability of Lessee to use, for a period of three (3) consecutive months, the Airport, the Leased Premises or any substantial part of either due to any restriction or right reserved by the County under this Lease due to the enactment or enforcement of any law or regulation; because of fire, earthquake or similar casualty or Acts of God or the public enemy; or, due to any default or fault of the County; or
3. The lawful assumption by the United States Government of the operation, control or use of the Airport or any substantial part of it for military purposes in time of war or national emergency for a period of at least ninety (90) days.

Failure of Lessee to declare this Agreement canceled for any of the reasons set forth above shall not operate to bar or destroy the right of Lessee to cancel this Agreement by reason of any subsequent occurrence of the described events.

ARTICLE 16 WAIVER OF SUBROGATION

Lessee hereby releases County from any and all responsibility to Lessee for any

loss or damage to property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance, even if such loss or damage is caused by the fault or negligence of the Lessor or anyone for whom such party is responsible. Lessee agrees that to the extent any such policy of insurance provides a right of subrogation in the insurer, or to the extent a right of subrogation exists independent of such policy, Lessee will indemnify and hold County harmless for any loss, claim or expense suffered as the result of any action taken pursuant to the right of subrogation. To the greatest extent possible, Lessee will, in furtherance of the intent of this provision, make every effort to obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance.

**ARTICLE 17
REMEDIES CUMULATIVE; NO WAIVER**

All of the rights and remedies given to the County in this Agreement are cumulative and no one is exclusive of any other. The County shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law whether stated in this Agreement or not.

The failure of the County to take action with respect to any breach by Lessee of any covenant, condition or obligation in this Agreement shall not be a waiver of such covenant, condition or obligation or a subsequent breach of the same or any other covenant, condition or obligation. The acceptance by the County of any rent or other payment shall not be a waiver by it of any breach by Lessee of any covenant, condition or obligation.

**ARTICLE 18
DAMAGE TO PROPERTY OF LESSEE AND OTHERS**

The County shall have no liability to the Lessee or its sub-lessees, contractors, guests or invitees for any damage to their property caused by fire, tornado, earthquake, windstorm or other casualty, and not for any damage caused by the act or omission of a third party.

**ARTICLE 19
DAMAGE TO PREMISES AND PROPERTY
BY LESSEE AND OTHERS**

If any part of any Airport property is damaged by the act or omission of the Lessee, its agents, officers, employees, contractors, invitees, sub-lessee and subcontractors, the Lessee shall pay to the County, upon demand, any amount which the County reasonably determines is necessary to repair or replace the property.

**ARTICLE 20
COUNTY REPRESENTATIVE**

The Airport Manager is the official representative of the County for the administration and enforcement of this Agreement.

**ARTICLE 21
SUBORDINATION**

This Agreement is and shall be subordinate to any existing or future Agreement between the County and the United States regarding the operation or maintenance of the Airport.

**ARTICLE 22
COMPLIANCE WITH LAW**

At its own expense, the Lessee shall comply with all laws of the United States and the State of Wisconsin, all applicable local ordinances, and all rules and requirements of any law enforcement, fire department or other municipal agency. At its own expense, the Lessee shall obtain any and all permits and licenses which may be necessary for any activity at the Airport for which a license or permit is required. The Lessee shall not do or allow to be done anything at the Airport which is in violation of, or prohibited by any law, ordinance, rule, requirement, permit or license. If the attention of the Lessee is called to any such violation, the Lessee will immediately desist from or cause to be corrected such violation.

**ARTICLE 23
GOVERNING LAW;
VENUE FOR DISPUTES**

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Wisconsin. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in the circuit court of Waukesha County, Wisconsin, and the County and the Lessee submit to the exclusive jurisdiction of the circuit court for such lawsuits.

**ARTICLE 24
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be taken to be an original, and all collectively but one instrument.

**ARTICLE 25
SEVERABILITY**

In the event that any provision in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement provided that the invalidity of any such provision does not materially prejudice either the County or Lessee in their respective rights and obligations contained in the valid provisions of this Agreement.

**ARTICLE 26
SURVIVAL OF OBLIGATIONS/
SUCCESSORS AND ASSIGNS BOUND**

The Lessee shall be responsible for the obligations in Article 10 in perpetuity. Additionally, any payment obligation and repair obligation that exists as of the termination or cancellation of this Agreement shall extend until the obligation is satisfied.

All of the provisions, covenants, and stipulations in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties.

**ARTICLE 27
ENTIRE AGREEMENT**

This Agreement, together with any exhibits, contains and embodies the entire Agreement between the County and the Lessee and supersedes and replaces any and all prior agreements, understandings and promises on the same subject whether they are written or oral.

**ARTICLE 28
NO ASSIGNMENT**

This Agreement may not be assigned, nor may any part of it be assigned, without the express written consent of the County, which consent shall not be unreasonably withheld. In addition, Lessee shall specifically be permitted to assign the Agreement and all of its rights and duties hereunder to a bonafide lending institution, subject to Article 33 below.

**ARTICLE 29
RIGHTS UPON EXPIRATION, TERMINATION OR CANCELLATION**

Upon expiration of this Agreement or upon termination/cancellation of this

Agreement, the County may, in its sole discretion, do any of the following:

1. Negotiate a new agreement with Lessee;
2. Take title to all structures located on the Leased Premises; or
3. Order and require Lessee to remove all structures located on the Leased Premises and restore the site to its original condition within sixty (60) days.

**ARTICLE 30
HOLDOVER POSSESSION OF PREMISES BY LESSEE**

In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration of this Agreement or termination for any cause, the holding over shall be deemed not to operate as a renewal or extension of this Agreement and shall create a tenancy from month-to-month which may be terminated at any time by the Airport Manager or Lessee, upon notice as required to end month-to-month tenancies.

**ARTICLE 31
PARAGRAPH HEADINGS**

All article, paragraph and subparagraph headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision.

**ARTICLE 32
NOTICES**

Notices to the County or Lessee provided for in this Agreement shall be hand delivered or sent by certified mail, postage prepaid, addressed to:

County
Airport Manager
Waukesha County Airport
2525 Aviation Drive
Waukesha, WI 53188

Lessee
Legal Department
Jet OUT, Inc.
2093 Philadelphia Pike #5792
Claymont, DE 19703-2424

or to such other addresses as the parties may designate to each other, in writing, from time to time, and such notices shall be deemed to have been given when so sent.

All payments shall be made payable to the Waukesha County Airport and sent to the attention of the Airport Manager at the County's address stated above.

ARTICLE 33 LEASEHOLD MORTGAGES

1. Lessee shall have the right from time to time to mortgage, pledge, encumber, hypothecate or assign as security the "Leasehold Estate" (as defined herein) upon approval of the Airport Commission (such approval not to be unreasonably withheld). For purposes of this Agreement, the term "Leasehold Estate" shall mean Lessee's interest in this Agreement and the leasehold estate created hereby and shall exclude any and all interests of the County in the land and the Leased Premises.

2. IN NO EVENT SHALL THE COUNTY BE OBLIGATED TO SUBORDINATE ITS FEE INTEREST IN THE LEASED PREMISES TO ANY LEASEHOLD MORTGAGE NOR SHALL ANY LEASEHOLD MORTGAGE ATTACH TO THE FEE INTEREST IN THE LEASED PREMISES ANY SUCH MORTGAGE BEING LIMITED TO LESSEE'S LEASEHOLD ESTATE, LESSEE'S INTEREST IN ANY AND ALL IMPROVEMENTS CONSTRUCTED BY OR ON BEHALF OF LESSEE AND LESSEE'S RIGHTS AND INTERESTS IN AND UNDER THIS AGREEMENT.

3. Whenever the County shall send Lessee any written notice related to this Agreement, the County shall also send a duplicate copy of such written notice contemporaneously to each of Lessee's lenders who hold a Leasehold Mortgage (hereafter "Lender") of which the County has received written notice.

4. Upon any Lender's receipt of a notice of default or termination, the Lender shall have the right, but not the obligation, to cure such default or avoid such termination on behalf of Lessee in the same manner and within the same amount of time as permitted to the Lessee, and the County shall not have the right to terminate this Agreement in the event that the Lender completes the cure within such time permitted. The County agrees that it shall not terminate this Agreement nor shall the Leasehold Estate be surrendered due to the occurrence of any default so long as any Lender (i) notifies the County prior to expiration of the cure period that it intends to foreclose its leasehold mortgage, and (ii) pays all delinquent rent and other sums then due and owing prior to the expiration of the cure period and continues to pay all rent and other sums thereafter coming due under this Agreement and performs all other obligations of Lessee as and when the same are due throughout the duration of the foreclosure proceedings.

5. Any sale, assignment or transfer of the Leasehold Estate to any Lender or its affiliate or a third party in any foreclosure proceedings (or the assignment or transfer of this Agreement and the Leasehold Estate by Lessee in lieu of any such foreclosure) and, also, if to any Lender or its affiliate, the subsequent sale, assignment or transfer to a third party, shall require the County's consent, which consent shall not be

unreasonably withheld. A purchaser, assignee or transferee pursuant to this paragraph shall acquire no greater rights than those set forth in this Agreement for Lessee.

6. A mortgage, pledge, encumbrance, hypothecation or assignment as allowed by this Article shall be expressly made subject to all of the County's rights and privileges set forth in this Agreement.

**ARTICLE 34
MEMORANDUM OF LEASE**

Upon request of Lessee, the County and Lessee shall execute, and Lessee shall have the right to record with the Office of the Register of Deeds of Waukesha County a memorandum of this Agreement in a form prepared by Lessee and approved by the County which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, as of the ____ day of _____, 2024.

Signed in the Presence of:

WAUKESHA COUNTY:

By: _____
Kurt S. Stanich
Airport Manager

Signed in the Presence of:

LESSEE: JET OUT, Inc.

By: _____
Joseph A. Crivello
President

Attachments:
Exhibit 1
Exhibit 2
Exhibit 3

(Ord. of 6-23-77, § 4)

Secs. 9-47 - 9-55 Reserved.

DIVISION 3. Minimum Requirements for Aeronautical Services

Sec. 9-56 Preamble.

Waukesha County, being the Owner and in a position of responsibility for the administration of Waukesha County Airport/Crites Field does hereby establish the following Minimum Standards for Aeronautical Service Providers.

The Minimum Standards are intended to be the threshold entry requirements for those wishing to provide aeronautical services to the public. These Minimum Standards were developed taking into consideration the aviation role of Waukesha County Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport, and safety for service recipients. These minimum standards are designed to ensure that patrons of the Waukesha County Airport are provided with quality aeronautical services and to establish fair, equal and nondiscriminatory basis upon which those services will be provided.

(Ord. 152-140, 3/10/98, § 1)

Sec. 9-57 Definitions.

Aeronautical Activity means any activity conducted at the Waukesha County Airport 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. These activities include, but are not limited to, air taxi and charter operations, pilot training, aircraft renting, sightseeing, aircraft lease back, weather service provision, aircraft flight simulator, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, skydiving, ultralight operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, or sale of aircraft parts and aircraft storage.

Aeronautical Service means any service which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport by a person who has a lease from Waukesha County to provide such service.

Airport means the Waukesha County Airport, and all of the property, buildings, facilities and improvements within the exterior boundaries of the Airport as it now exists on the Airport Layout Plan or as it may hereinafter be extended, enlarged or modified.

County means Waukesha County, Wisconsin.

FAA means the Federal Aviation Administration.

FAR means Federal Aviation Regulation.

Flying Club means a noncommercial organization established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and



techniques.

Fueling Operations means the transport, storage, and dispensing of aviation fuel into aircraft.

Lease, except as it pertains to the leasing of aircraft, means the use of County owned land, buildings, equipment, or facilities in which the Aeronautical Service Provider has a written agreement with the County regarding such.

Manager means the Waukesha County Airport Manager or his or her designee.

Minimum Standards means the standards which are established by Waukesha County as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity at the Airport.

NFPA means the National Fire Protection Association.

NOTAM means a Notice to Airmen.

Owner means Waukesha County, Wisconsin.

Person means an individual, corporation, government or governmental subdivision, partnership, association, or any other legal entity.

Waukesha County Airport Commission (also referred to herein as the "Airport Commission") is a governing body, established by Waukesha County Code, responsible for exclusive control over Airport construction, improvements, equipment, maintenance and operations, including the establishment of fees or charges for the use of the Airport, subject, however, to the approval of the County Board and County Executive before they shall take effect.

(Ord. 152-140, 3/10/98, § 2)

Sec. 9-58 Minimum Standards for All Aeronautical Service Providers.

The following shall apply to all prospective individuals or entities wishing to become an Aeronautical Service Provider at the Waukesha County Airport.

1. Leases shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment and the need to amortize improvements to the leasehold.
2. A person shall have such business background and shall have demonstrated his business capability to the satisfaction of, and in such manner as to meet with the approval of the Airport Commission.
3. Any prospective Aeronautical Service Provider seeking to conduct an aeronautical activity at the Airport should demonstrate that they have adequate resources to realize the business objectives agreed to by the Airport Commission and the applicant. The prospective Aeronautical Services Provider shall provide a financial statement for the service provider and its principals and a written bank letter of credit to allow the Airport Commission to make a judgement on the

adequacy of the resources, and/or any other information the Airport Commission shall require in this regard.

4. Unless otherwise specified herein, the prospective Aeronautical Service Provider shall lease ground space from the Owner on which shall be erected a building, or sublease from an entity which has an existing building, to include space for an office, customer lounge and rest rooms, which shall all be properly heated and lighted, and shall provide public telephone facilities for customer use. The prospective Aeronautical Service Provider shall demonstrate to the Airport Commission that it will/has leased/subleased adequate space to provide the desired aeronautical service(s). The Aeronautical Service Provider shall also provide, in the leased area, paved parking for the Aeronautical Service Provider's customers and employees to meet applicable municipal standards.
5. The prospective Aeronautical Service Provider shall have his premises open and services available eight (8) hours per day, five (5) days per week, fifty-two (52) weeks per year for a specific aeronautical service, unless another period of time is specified herein, and shall make provisions for someone to be in attendance in the office at all times during the required operating hours.
6. All prospective Aeronautical Service Providers shall demonstrate to Waukesha County's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. An Aeronautical Service Provider should make its own analysis to determine if more is needed; however, such policies of insurance shall be maintained in full force and effect during all terms of existing leases, agreements or business licenses or renewals or extensions thereof with a 30-calendar day notice of cancellation to the Airport Manager. Such policies shall not be for less than the amounts listed at Schedule I, unless another amount is specified herein; however, in all cases, amounts of policies must meet the statutory requirements of applicable governmental agencies and be approved in writing by Waukesha County.
7. As the law may require and the County desires, each lease, contract, or agreement entered into between the County and Aeronautical Service Provider shall include but not be limited to the following provisions:
 - A. Fair and Nondiscriminatory Provisions;
 - B. Affirmative Action Assurances;
 - C. Civil Rights Assurances;
 - D. Nonexclusive Rights Statement;
 - E. Review and approval by the Airport Commission for change in control of the principals of any Aeronautical Service Provider; and
 - F. Any other mandated provisions required by State or Federal governments. The most current amendment or form of such mandatory lease provisions shall be included in each lease, contract, or agreement at the time of execution.
8. All personnel required to hold Federal Aviation Administration certificates and

ratings shall maintain such certificates and ratings.

9. Any construction required of any Aeronautical Service Provider shall be in accordance with design and construction requirements of the County, State, Federal, and local regulations and applicable codes. All plans and specifications shall be submitted to the Airport Commission for approval. The Aeronautical Service Provider shall be responsible for securing all necessary permits prior to commencing construction.
10. The Aeronautical Service Provider shall provide adequate paved auto parking space in accordance with all municipal standards within the leased area sufficient to accommodate all activities and operations. Additionally, the Aeronautical Service Provider shall provide a paved aircraft apron to accommodate aircraft movement from the Aeronautical Service Provider to a taxiway or access to a taxiway to be provided by the Aeronautical Service Provider.
11. All leases between Waukesha County and an Aeronautical Service Provider covering the performance by an Aeronautical Service Provider of any aeronautical service as hereinafter provided shall be in writing.
12. Aeronautical Service Provider shall provide a performance bond insuring the completion of any building to be erected on the leasehold, as the Commission may request.
13. No individual or entity shall operate commercially, or perform an aeronautical activity from the Waukesha County Airport without entering into a written lease or agreement with Waukesha County.

(Ord. 152-140, 3/10/98, § 3)

Editor's Note - The enacted version of this section of the ordinance referred to Appendix 1, however to avoid confusion with the Appendices already part of the Waukesha County Code, this reference has been changed to a schedule.

Sec. 9-59 Application and Qualifications.

Demonstration of intent to conduct a business operation at the Airport shall be by application to the Waukesha County Airport Commission through the Airport Manager. The application materials and any subsequent documentation provided to the County or any of its representatives are subject to the Wisconsin Public Records Law. The written application shall contain at a minimum:

1. The proposed nature of the business. A business plan may be used to express the proposed nature of the business (see Minimum Requirements for a Business Plan, Schedule 2).
2. A listing of all parties who own an interest in the business or will appear on leases or other documents as a partner, director or corporate officer, and those who will be managing the business.
3. A current reviewed financial statement prepared by a Certified Public Accountant.

4. A listing of assets owned, or being purchased or leased, which will be used in business at the Airport.
5. A current credit report and an authorization for a complete law enforcement background check for the proposed Aeronautical Service Provider and each principal who owns or has a financial interest in the business and a credit report on the business itself covering all geographical areas in which it has done business in the ten-year period immediately prior to such application.
6. An agreement, as the County may require, to provide a bond or suitable guarantee of adequate funds to Waukesha County to be used to defray any expenses and fees normally paid by the Lessee between the estimated time the Lessee may default and a new lease is executed and another Lessee takes over.
7. A written authorization for the FAA, any aviation or aeronautics commissions, administrators, and departments of all states in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The applicant will execute such forms, releases, or discharges as may be required by those agencies.
8. Preliminary plans, specifications and dates for any improvements which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicants must comply with appropriate review procedures and Waukesha County Airport Commission requirements.
9. Proof (copy or insurance company letter of intent) of liability coverage for the business operation, flight operations, itinerant aircraft, and operators and premises insurance.
10. Such other information as the Waukesha County Airport Commission may require.

(Ord. 152-140, 3-10-98, § 4)

Editor's Note - The enacted version of this section of the ordinance referred to Appendix 2, however to avoid confusion with the Appendices already part of the Waukesha County Code, this reference has been changed to a schedule.

Sec. 9-60 Action on Application.

All applications will be reviewed and acted upon by the Airport Commission within 90 days from the receipt of the application. Applications may be denied for one or more of the following reasons:

1. The applicant does not meet the qualifications, standards and/or requirements established by these Minimum Standards.
2. The applicant's proposed operations or construction will create a safety hazard at the Airport.

3. The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation is likely to result in a financial loss to Waukesha County.
4. There is no appropriate or adequate available space or building at the Airport to accommodate the entire activity of the applicant.
5. The proposed operation, airport development or construction does not comply with the approved Airport Layout Plan.
6. The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present fixed base operator on the Airport, such as problems in connection with aircraft traffic or service, or preventing free access and egress to the existing fixed base operator area.
7. Any party applying or interested in the business has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any party applying or having an interest in the business has a record of violating the rules, or the rules and regulations of any other airport, Federal Aviation Regulations, or any other rules and regulations applicable to this or any other airport.
9. Any party applying or having an interest in the business has defaulted in the performance of any lease or other agreement with Waukesha County or any lease or other agreement at any other airport.
10. Any party applying or having an interest in the business is not sufficiently credit worthy and responsible in the judgment of Waukesha County to provide and maintain the business to which the application relates and to promptly pay amounts due under the Aeronautical Service Provider lease.
11. The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months.
12. The applicant has committed a crime, or violated a local ordinance, rule or regulation which adversely reflects on its ability to conduct the Aeronautical Service Provider operation applied for.

The Commission may also deny the application if it determines that it would not be in the best interest of the County or the patrons of the Airport to grant the application.

(Ord. 152-140, 3-10-98, § 5)

Sec. 9-61 Lease Clauses,

The following lease clauses, as a minimum, or the most current form of such clauses shall be included in each lease/agreement.

1. *Premises to be Operated for Use and Benefit of Public.* Aeronautical Service Provider agrees to operate the premises leased for the use and benefit of the public.
 - A. To furnish good, prompt, and efficient service adequate to meet all the demands for its service at the Airport.
 - B. To furnish said service on a fair, equal, and nondiscriminatory basis to all users thereof.
 - C. To charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service, provided that the Aeronautical Service Provider may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
2. *Non-Discrimination.* The Aeronautical Service Provider, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (1) no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or 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 furnishings of services thereon, no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) Aeronautical Service Provider 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 I, 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.
3. *Aircraft Service by Owner or Operator of Aircraft.* It is clearly understood by the Aeronautical Service Provider 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 employees (including, but not limited to, maintenance and repair) that it may choose to perform.
4. *Non-Exclusive Rights.* It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.
5. *Airport Development.* The County reserves the right, but shall not be obligated to the Aeronautical Service Provider, to develop or improve the landing areas and other portions of the Airport as it sees fit, regardless of the desires or views of the Aeronautical Service Provider, and without interference or hindrance. If any such development or improvement requires a change in the location of the site leased to an Aeronautical Service Provider, the County has the unilateral right to relocate

the Aeronautical Service Provider to a new site at the Airport, and will move all buildings or provide similar facilities for the Aeronautical Service Provider at no cost to the Aeronautical Service Provider, or to purchase from the Aeronautical Service Provider its building(s) and/or structures at the fair market value.

6. *Airport Maintenance and Repair.* The County reserves the right, but shall not be obligated to Aeronautical Service Provider 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 Aeronautical Service Provider in this regard.
7. *War, National Emergency, Riot, or Natural Disaster.* During time of war, national emergency, riot or natural disaster, the County shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin for military or National Guard use and, in such event, the provisions of this Agreement, insofar as they are inconsistent with the provisions of any lease to any such unit of government, shall be suspended for the term of such government lease.
8. *Aerial Approaches and Transitions.* The County reserves the right to take any action it considers necessary to protect the aerial approaches and transition surfaces of the Airport against obstruction, together with the right to prevent the Aeronautical Service Provider or sub-lessee from erecting or permitting to be erected any building or other structure on the Airport, which, in the opinion of the Airport Commission would limit the usefulness of the Airport or constitute a hazard to aircraft.
9. *Subordination.* This agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States Government, 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 state or federal funds for the development of the Airport.
10. *Access to Premises.* To the extent necessary to protect the rights and interests of the County, or to investigate compliance with the terms of this agreement, the Airport Manager or his designee shall at any and all times have the right to inspect the leased premises, including all buildings, structures, and improvements created thereon.
11. *Unrestricted Right of Flight.* There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the leased premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.
12. *Additional Insured.* Aeronautical Service Provider shall include the County, its

boards, commissions, agencies, appointed and elected officials, employees, and representatives as additional insured on all required insurance coverages and stipulates that the Aeronautical Service Provider hold harmless, defend and indemnify the County in all action against it.

13. *Assignment.* The Aeronautical Service Provider shall not assign this agreement, or any of its rights hereunder, nor sublet the leased premises or any part thereof demised hereby without the prior written consent of the Airport Commission, which approval shall not be unreasonably withheld.
14. *Audit.* The Airport Manager, or any designated agent, representative or employee may at all reasonable times audit the books of the Aeronautical Service Provider regarding this agreement to enable the County to verify the amount of fees due or to verify all other conditions of this lease and operating agreement. It is the intention of the parties that the County's audit will be on an annual basis; however, the County reserves the right to make the audit at any time.

(Ord. 152-140, 3-10-98, § 6)

Sec. 9-62 Aircraft Sales.

(a) *Statement of Concept.*

1. **New Aircraft Sales:** An aircraft sales Aeronautical Service Provider is a person or persons, firm, or corporation engaged in the sale of new aircraft through franchises or licensed dealerships (if required by local, county or state authority) or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or used aircraft, and provides such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.
2. **Used Aircraft Sales:** A used aircraft sales Aeronautical Service Provider engages in the purchasing and selling of used aircraft. This is accomplished through various methods including matching potential purchasers with an aircraft (brokering), assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers. In many cases these Aeronautical Service Providers also provide such repair, services, and parts as necessary to support the operation of aircraft sold.

(b) *Minimum Standards.*

1. The Aeronautical Service Provider 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 an airport within twenty-five (25) air miles of the Waukesha County Airport. The Aeronautical Service Provider shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted. The Aeronautical Service Provider who is engaged in the business of selling new aircraft shall have available a representative example of the product.

2. The Aeronautical Service Provider shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in an efficient manner. The Aeronautical Service Provider shall also maintain, during all business hours, a responsible person in charge to supervise the operations in the leased area with the authorization to represent and act for and on behalf of the Aeronautical Service Provider, and provide check ride pilots for aircraft sold with a current commercial pilot certificate with single engine and instructor ratings.
3. Insurance Requirements (see Schedule 1 for policy limits):
 - A. Aircraft Liability
 - B. Comprehensive General Liability
 - C. Automobile Liability
 - D. Hangar Keepers' Liability
 - E. Workers' Compensation and Employer's Liability
 - F. Property Insurance

(Ord. 152-1-10, 3-10-08, § 7)

Editor's Note - The enacted version of this section of the ordinance referred to Appendix 1, however to avoid confusion with the Appendices already part of the Waukesha County Code, this reference has been changed to a schedule.

Sec. 9-63 Aircraft Airframe, Engine and Accessory Maintenance and Repair.

(a) *Statement of Concept.* An aircraft airframe, engine, and accessory maintenance and repair Aeronautical Service Provider provides one or a combination of air frame, engine, and accessory overhauls and repair services on aircraft up to and including business jet aircraft and helicopters. This category shall also include the sale of aircraft parts and accessories.

(b) *Minimum Standards.*

1. The Aeronautical Service Provider shall provide sufficient equipment, supplies, manuals and availability of parts equivalent to that required for certification by the FAA.
2. The Aeronautical Service Provider shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category of services in an efficient manner, but never less than one (1) person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant or an aircraft inspector rating, and one (1) other person not necessarily rated.

3. Aeronautical Service Provider's building shall include a segregated painting area which meets all local and State industrial code requirements.
4. Insurance Requirements (see Schedule 1 for policy limits):
 - A. Comprehensive General Liability
 - B. Automobile Liability
 - C. Hangar Keeper's Liability
 - D. Workers Compensation and Employers Liability
 - E. Property Insurance

(Ord. 152-140, 3-10-98, § 8)

Editor's Note - The enacted version of this section of the ordinance referred to Appendix I, however to avoid confusion with the Appendices already part of the Waukesha County Code, this reference has been changed to a schedule.

Sec. 9-64 Aircraft Lease and Rental.

(a) *Statement of Concept.* An aircraft lease or rental Aeronautical Service Provider engages in the rental or lease of aircraft to the public.

- (b) *Minimum Standards.* Insurance Requirements (see Schedule 1 for policy limits):
- A. Aircraft Liability
 - B. Comprehensive General Liability
 - C. Automobile Liability
 - D. Student and Renters Liability
 - E. Workers Compensation and Employers Liability
 - F. Property Insurance

(Ord. 152-140, 3-10-98, § 9)

Editor's Note - The enacted version of this section of the ordinance referred to Appendix I, however to avoid confusion with the Appendices already part of the Waukesha County Code, this reference has been changed to a schedule.

Sec. 9-65 Flight Training.

(a) *Statement of Concept.* A flight training Aeronautical Service Provider engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparation before taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

- (b) *Minimum Standards.*
1. The Aeronautical Service Provider shall have available for use in flight training, either owned or under written lease to Aeronautical Service Provider, not less than two (2) properly certificated aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped for and capable of use in instrument flight instruction.
 2. The Aeronautical Service Provider shall have on a full-time basis at least one flight instructor who has been properly certificated by the FAA to provide the type of

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

3. Aeronautical Service Provider's building shall have, at a minimum, one thousand (1,000) square feet of floor space for office, classroom, briefing, pilots lounge, and restrooms.
4. Insurance Requirements (see Schedule 1 for policy limits):
 - A. Aircraft Liability
 - B. Comprehensive General Liability
 - C. Automobile Liability
 - D. Student and Renters Liability
 - E. Workers Compensation and Employers Liability
 - F. Property Insurance

(Ord. 152-140, 3-10-98, § 10)

Editor's Note - The enacted version of this section of the ordinance referred to Appendix 1, however to avoid confusion with the Appendices already part of the Waukesha County Code, this reference has been changed to a schedule.

Sec. 9-66 Aircraft Fuels and Oil Service.

(a) *Statement of Concept.* An aircraft fuels and oil service Aeronautical Service Provider provides aviation fuels, lubricants and other services supporting itinerant aircraft operations and operations of aircraft based at the Airport. Such supporting services shall include, but not be limited to, ramp assistance and parking, storage, and tie down of aircraft.

(b) *Minimum Standards.* An Aeronautical Service Provider conducting aviation fuel and oil sales or service to the public at the Airport shall be required to provide the following services and equipment:

1. The proposed Aeronautical Service Provider shall provide each of the following services as specified herein:
 - A. Aircraft Airframe, Engine, and Accessory Maintenance and Repair;
 - B. Aircraft Lease and Rental;
 - C. Flight Training; and
 - D. Aircraft Charter and Unscheduled Air Taxi.
2. An adequate inventory of generally accepted grades of aviation fuel, engine oil, and lubricants as the Airport Commission requires and specifies from time to time.
3. Fuel dispensing equipment, both mobile and fixed, to include reliable metering devices, meeting all applicable Federal, State, and County requirements for each type of fuel dispensed.
4. Proper equipment for aircraft towing, inflating aircraft tires, washing aircraft windscreens, energizers and starters, heaters, fire extinguishers, passenger loading

steps as appropriate and necessary, and recharging aircraft batteries.

5. The safe storage and handling of fuel in conformance with all Federal, State, and County requirements and fire codes pertaining to safe storage and handling of fuel.
6. The lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents, and other regulated waste. The piling and storage of crates, boxes, barrels, and other containers will not be permitted outside or around the leased premises.
7. Permanent restroom facilities for personnel and customers.
8. Auto parking for customers and employees.
9. A flight planning area with appropriate seating, work areas, communication facilities, directories and all items necessary for complete flight planning separate from other public areas.
10. A pilot lounge and waiting area for transition of air passengers to ground transportation and vice versa.
11. Aircraft de-icing equipment and aircraft de-icing services.
12. Aircraft parking and tie-down service, and aircraft parking ramp space provision.
13. Aircraft washing service.
14. Adequate bonding wires to be installed, continuously inspected and maintained on all fueling equipment, to reduce the hazards of static electricity.
15. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by applicable fire codes.
16. The Aeronautical Service Provider shall have a fixed fuel storage system which shall contain safety fixtures and filtration systems to ensure airline-type quality to be located in the Airport fuel farm area. The system shall be required to have at least fifteen thousand (15,000) gallons of storage in above ground bulk storage tanks for each type of fuel the Aeronautical Service Provider is required to provide. The storage system must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel Spill Prevention Countermeasures and Control Plan (SPCC), as applicable.
17. The Aeronautical Service Provider shall have his premises open for aircraft fueling and oil dispensing for the aviation public from 6:00 a.m. to 9:00 p.m. seven (7) days per week. The Aeronautical Service Provider shall make provision for such service during non-operating hours on a call basis.
18. The Aeronautical Service Provider shall provide such minor repair service that

does not require a certified mechanical rating as well as 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 Aeronautical Service Provider.

19. The Aeronautical Service Provider shall make provision for the transportation of pilots and passengers of transient general aviation aircraft using the Aeronautical Service Provider facilities and services from and to the Aeronautical Service Provider's office and the Waukesha County Airport terminal area.
20. The Aeronautical Service Provider shall maintain an accurate record of all deliveries of aviation fuel and oil and such records shall be subject to examination and audit by the County or its representatives.
21. The Aeronautical Service Provider shall pay to Waukesha County an initial installation fee of \$1,000. The Aeronautical Service Provider shall also pay to the County the applicable fuel flowage fee established and changed from time to time. Said fee shall be paid not later than five (5) working days following the end of each month. Payment shall be accompanied by fuel delivery tickets showing the amount of fuel delivered during the billing period. Failure to pay such fees shall be grounds for revocation of the lease or operating agreement.
22. Insurance Requirements (see Schedule I for policy limits):
 - A. Comprehensive General Liability
 - B. Automobile Liability
 - C. Environmental Impairment Liability
 - D. Hangar Keepers' Liability
 - E. Workers Compensation and Employers Liability
 - F. Property Insurance

(Ord. 152-149, 3-10-98, § 11)

Editor's Note - The enacted version of this section of the ordinance referred to Appendix I, however to avoid confusion with the Appendices already part of the Waukesha County Code, this reference has been changed to a schedule.

Sec. 9-67 Avionics, Instruments or Propeller Repair Station.

(a) *Statement of Concept.* An avionics, instrument, or propeller repair station Aeronautical Service Provider engages in the business of, and provides a shop for, the repair of aircraft avionics, propellers, instruments, and accessories for general aviation aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories. The Aeronautical Service Provider shall hold the appropriate repair station certificates issued by FAA for the types of equipment he plans to service and/or install.

(b) *Minimum Standards*

1. The Aeronautical Service Provider shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but never less than one (1) person who is an FAA rated radio, instrument, or propeller

repairman and one (1) other repairman who need not be rated by the Federal Aviation Administration.

2. Insurance Requirements (see Schedule 1 for policy limits):
 - A. Comprehensive General Liability
 - B. Automobile Liability
 - C. Hangar Keepers' Liability
 - D. Workers Compensation and Employers Liability
 - E. Property Insurance

(Ord. 152-149, 3-10-98, § 12)

Editor's Note - The enacted version of this section of the ordinance referred to Appendix I, however to avoid confusion with the Appendices already part of the Waukesha County Code, this reference has been changed to a schedule.

Sec. 9-68 Aircraft Charter and Unscheduled Air Taxi.

(a) *Statement of Concept.* An unscheduled air charter or air taxi Aeronautical Service Provider engages in the business of providing air transportation (persons or property) to the general public for hire on an unscheduled basis under Code of Federal Regulation CFR 14 Part 135 of the Federal Aviation Regulations.

(b) *Minimum Standards*

1. The Aeronautical Service Provider shall provide, either owned or under written lease, the type, class, size and number of aircraft intended to be used by the Aeronautical Service Provider, not less than one (1) single-engine four-place aircraft and one (1) multi-engine aircraft, both of which must meet the requirements of the air taxi commercial Aeronautical Service Provider certificate held by the Aeronautical Service Provider. The multi-engine aircraft shall be certified for instrument operations.
2. The Aeronautical Service Provider shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but never less than one person who is an FAA certified commercial pilot and otherwise appropriately rated to permit the flight activity offered by the Aeronautical Service Provider. The Aeronautical Service Provider shall provide on-call service during hours other than established business hours.
3. Insurance Requirements (see Schedule 1 for policy limits):
 - A. Comprehensive General Liability
 - B. Aircraft Liability
 - C. Automobile Liability
 - D. Workers Compensation and Employers Liability
 - E. Property Insurance

(Ord. 152-149, 3-10-98, § 13)

Editor's Note - The enacted version of this section of the ordinance referred to Appendix I, however to avoid confusion

with the Appendices already part of the Waukesha County Code, this reference has been changed to a schedule.

Sec. 9-69 Scheduled Air Taxi

(a) *Statement of Concept.* A scheduled air taxi Aeronautical Service Provider engages in the business of providing air transportation (persons or property) under Code of Federal Regulation CFR 14 Part 135 of the Federal Aviation Regulations to and from the Waukesha County Airport on a daily basis or of a frequency of ten (10) or more trips during any month.

(b) *Minimum Standards.*

1. The Aeronautical Service Provider shall provide, either owned or under written lease, the type, class, size and number of aircraft intended to be used by the Aeronautical Service Provider which must meet the requirements of the air taxi commercial Aeronautical Service Provider certificate held by the Aeronautical Service Provider.
2. The Aeronautical Service Provider shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but never less than one person who is an FAA certified commercial pilot and otherwise appropriately rated to permit the flight activity offered by the Aeronautical Service Provider.
3. The Aeronautical Service Provider shall provide scheduled transportation serving the Waukesha County Airport with a minimum of two (2) schedules per day. An Aeronautical Service Provider providing transportation of property shall service the Waukesha County Airport with a minimum of ten (10) schedules per month or sufficient schedules to adequately serve the public, whichever is greater.
4. Insurance Requirements (see Schedule 1 for policy limits):
 - A. Aircraft Liability
 - B. Comprehensive General Liability
 - C. Automobile Liability
 - D. Workers Compensation and Employers Liability
 - E. Property Insurance

(Ord. 152-149, 3-10-98, § 14)

Editor's Note - The enacted version of this section of the ordinance referred to Appendix 1, however to avoid confusion with the Appendices already part of the Waukesha County Code, this reference has been changed to a schedule.

Sec. 9-70 Aircraft Storage.

(a) *Statement of Concept.* An aircraft storage Aeronautical Service Provider engages in the rental of conventional hangars or multiple T-hangars.

(b) *Minimum Standards.*

1. The conventional hangar Aeronautical Service Provider shall have his facilities, equipment, and personnel available as required for the tenant's aircraft removal and storage twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks per year.
2. The Aeronautical Service Provider shall demonstrate that it can provide sufficient equipment and personnel trained to meet all requirements for the storage of aircraft with appropriate equipment.
3. The Aeronautical Service Provider shall lease from the Owner an area of land which has been designated for hangar construction. The Aeronautical Service Provider shall construct a hangar or shall lease an existing hangar which meets all requirements specified in the County's Declaration of Covenants and Restrictions for Buildings and Structures of Waukesha County Airport.
4. The Aeronautical Service Provider shall require all sub-lessees and tenants to maintain aircraft liability insurance, and shall additionally require them to hold the County harmless. The County retains the right to prescribe, as it sees fit, minimum aircraft liability insurance amounts, and to audit the Aeronautical Service Provider's records to verify said insurance requirements and hold harmless agreements are in full force and effect.
5. Insurance Requirements (see Schedule 1 for policy limits):
 - A. Comprehensive General Liability
 - B. Workers Compensation and Employers Liability
 - C. Hangar Keepers' Liability
 - D. Property Insurance

(Ord. 152-149, 3-10-98, § 15)

Editor's Note - The enacted version of this section of the ordinance referred to Appendix 1, however to avoid confusion with the Appendices already part of the Waukesha County Code, this reference has been changed to a schedule.

Sec. 9-71 Specialized Commercial Flying Services.

(a) *Statement of Concept.* A specialized commercial flying services Aeronautical Service Provider engages 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. Power line or pipe line patrol.
6. Fire fighting.
7. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

(b) *Minimum Standards*

1. The Aeronautical Service Provider shall lease from the Owner and the lease shall include a building sufficient to accommodate all activities and operations proposed by the Aeronautical Service Provider. The minimum areas in each instance shall be subject to the approval of the Owner. In the case of crop dusting or aerial application, the Aeronautical Service Provider shall make suitable arrangements and have such space available in his leased area for safe loading and unloading and storage and containment of chemical materials. All Aeronautical Service Provider's shall demonstrate that they have the availability of aircraft suitably equipped for the particular type of operation they intend to perform.
2. The Owner shall set the minimum insurance limits as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All Aeronautical Service Providers will, however, be required to maintain Aircraft Liability Coverage as set forth in paragraph 5 of this part, as well as each of the individual insurance types.
3. The Aeronautical Service Provider shall have in his employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the Minimum Standards herein set forth in an efficient manner.
4. The Aeronautical Service Provider must provide, by means of an office or a telephone, a point of contact for the public desiring to utilize Aeronautical Service Provider's services.
5. Insurance Requirements:
 - A. Aircraft Liability - \$1,000,000 each occurrence
 - B. Comprehensive General Liability
 - C. Automobile Liability
 - D. Workers Compensation and Employers Liability
 - E. Property Insurance

(Ord. 152-149, 3-10-98, § 16)

Sec. 9-72 Multiple Services.

(a) *Statement of Concept.* A multiple services Aeronautical Service Provider engages in any two (2) or more of the aeronautical services for which Minimum Standards have been herein provided.

(b) *Minimum Standards.*

1. The Aeronautical Service Provider shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by Aeronautical Service Provider except aircraft used for crop dusting, aerial application, or other commercial use of chemicals.
2. The Aeronautical Service Provider shall provide the facilities, equipment and services required to meet the Minimum Standards as herein provided for all aeronautical service the Aeronautical Service Provider is performing. The Aeronautical Service Provider shall, at a minimum, provide auto parking space within the leased premises to accommodate ten (10) automobiles.
3. The Aeronautical Service Provider shall obtain, as a minimum, that insurance coverage which is equal to the highest individual insurance requirement of all aeronautical services being performed by Aeronautical Service Provider.
4. The Aeronautical Service Provider shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards for each aeronautical service the Aeronautical Service Provider is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the Aeronautical Service Provider, except such multiple responsibilities may not be assigned to the Federal Aviation Administration certified repair stations.

(Ord. 152-149, 3-10-98, § 17)

Sec. 9-73 Aeronautical Service Provider Sublease From Another Commercial Aeronautical Service Provider.

Prior to finalizing an agreement, the lessee and sublessee shall obtain the written approval of the Owner for the business proposed. Said sublease shall provide to the Waukesha County Airport Commission all information required in Section 9-59, Application and Qualifications of these standards, and are subject to the review and action as specified in Section 9-60, Action on Application.

The sublessee Aeronautical Service Provider shall meet all of the Minimum Standards established by the Owner for the categories of services to be furnished by the Aeronautical Service Provider. The Minimum Standards may be met in combination between lessee and sublessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sublessee that shall be used to meet the standards.

(Ord. 152-149, 3-10-98, § 18)

Sec. 9-74 Environmental.

Any Aeronautical Service Provider, person, party, firm or corporation operating on the Waukesha County Airport must comply with all federal, state and local environmental requirements. The Lessee or Aeronautical Services Provider shall throughout the term of any lease or operating agreement maintain insurance in full force and effect in the amounts and coverages prescribed by Waukesha County, with companies or underwriters authorized to do business in the State of Wisconsin satisfactory to the County. The County, its boards, commissions, agencies, appointed and elected officials, employees, and representatives shall be named as additional insureds. Certificates of insurance evidencing the required insurance shall be filed with the Airport Manager and upon request certified copies of the required insurance policies shall also be filed. The Certificates of Insurance and all such policies shall contain a provision that coverages will not be canceled or non-renewed during the term of the agreement unless thirty (30) days advance notice in writing has been given to the County in a manner specified in the agreement.

The County may elect, at its option, to terminate an agreement upon the cancellation or other termination of any insurance policy issued unless another policy has been filed and approved and shall have been in effect at the time of such cancellation or termination. The cancellation or other termination of any insurance policy issued in compliance with this requirement shall automatically terminate an agreement, unless another policy has been filed and approved and shall be in effect at the time of such cancellation or termination.

(Ord. 152-149, § 2, 3-10-98)

Sec. 9-75 Penalty Provisions.

Any person violating any portion of this Ordinance shall forfeit not less than \$20.00 or more than \$500.00 together with applicable costs, and in default of payment may be imprisoned in the Waukesha County Jail for a maximum of six months. Each day of illegal operation shall constitute a separate violation.

(Ord. 152-149, 3-10-98, § 20)

Secs. 9-76 - 9-100 Reserved.

SCHEDULE 1

Minimum Insurance Policy Limits

Workers' Compensation and Employer's Liability	\$100,000	Limit sufficient to provide benefits as defined in Chapter 102, Wisconsin Statutes. Each accident.
Aircraft Liability	\$1,000,000	Combined single limit - each occurrence. Bodily injury and property damage. Coverage for all owned and leased aircraft.
Comprehensive General Liability	\$1,000,000	Combined single limit - each occurrence. Bodily injury and property damage. Coverage required: Premises and operations; Products and completed operations; and Blanket contractual liability.
Hangar Keepers' Liability	Total Value of Aircraft Stored	Each accident.
Automobile Liability	\$1,000,000	Combined single limit - each occurrence. Bodily injury and property damage. Comprehensive Automobile Liability or Business Auto Policy form covering all owned, hired and non-owned private passenger autos and commercial vehicles.
Environmental Impairment Liability	\$1,000,000	Combined single limit - each occurrence. Bodily injury and property damage including environmental restoration.
Student and Renters Liability	\$500,000	Each accident.
Property Insurance		Each Aeronautical Service Provider must carry sufficient all-risk property insurance on both owned and leased buildings and equipment, including aircraft, at the Airport. It is

expressly understood that the County has no responsibility for Aeronautical Service Provider's owned or leased equipment.

SCHEDULE 2
Minimum Requirements for a Business Plan

1. All services that will be offered.
2. Amount of land desired to lease.
3. Building space that will be constructed or leased.
4. Number of aircraft that will be provided.
5. Equipment and special tooling to be provided.
6. Number of persons to be employed.
7. Short resume for each of the owners and financial backers.
8. Short resume of the manager of the business (if different from 7 above) including this person's experience and background in managing a business of this nature.
9. Periods (days and hours) of proposed operation.
10. Amounts and types of insurance coverage to be maintained.
11. Evidence of the projections for the first year and the succeeding 4 years.
12. Methods to be used to attract new business (advertising and incentives).
13. Amenities to be provided to attract business.
14. Plans for physical expansion, if business should warrant such expansion.

DIVISION 4. Self-fueling

Sec. 9-101 Purpose.

The purpose of this ordinance is to establish a policy for self-fueling by owners or operators of aircraft at the Waukesha County Airport. Waukesha County recognizes that self-fueling is a right, and that only such restrictions as are reasonably necessary for safety, preservation of facilities, and the protection of the public interest are allowed. It is intended that aircraft owners or operators be allowed to engage in self-fueling at the Airport as long as they comply with this ordinance, and that this ordinance be applied in a uniform and nondiscriminatory manner.

(Ord. No. 157-37, 08/19/03)

Sec. 9-102 Definitions.

In this division, the following words have the following meanings:

1. "Aircraft fuel servicing vehicle" means a vehicle having a cargo tank designed for or used in the transportation and transfer of fuel into or from an aircraft.
2. "Commission" means the Waukesha County Airport Commission.
3. "County" means Waukesha County, Wisconsin.
4. "FAA" means the Federal Aviation Administration.
5. "Fixed base operator" or "FBO" means any person or entity (a) with whom the County has a fixed base operator lease or operating agreement or (b) that has been approved by the Commission as an aircraft fuels and oil service aeronautical service provider.
6. "Fuel tank system" means a fuel storage tank, its ancillary equipment (including all piping), and the containment system. For the aboveground tank method, it includes the fencing and gate. For the underground tank method, it includes the fuel servicing station.
7. "Manager" means the manager of the Waukesha County Airport and includes, unless otherwise noted, the Manager's designee.
8. "NFPA" means the National Fire Protection Association. All references to an NFPA standard mean the most recent edition of that standard, as may be amended from time to time.
9. "Person" means an individual, corporation or partnership.
10. "Permittee" means a person who holds a self-fueling permit issued by the Commission.

(Ord. No. 157-37, 08/19/02; Ord. No. 170-12, 5/7/15)



Sec. 9-103 Fueling Restrictions; Permit Process.

(a) Except for a fixed base operator, no person shall transfer fuel into an aircraft unless the person has first obtained a self-fueling permit from the Commission and the person complies with this ordinance. A self-fueling permit authorizes the permittee to transfer fuel only into an aircraft owned by or leased exclusively to the permittee. Except for a fixed base operator, no person shall transfer fuel into an aircraft not owned by or leased exclusively to that person, nor shall any person sell fuel to any other airport user. The County will not recognize an organization formed by several aircraft owners for the purpose of self-fueling as a single aircraft owner or exclusive lessee for purposes of this ordinance.

(b) A self-fueling permit may be issued for self-fueling with fuel that is stored in an aboveground tank on land at the Airport that is leased from the County by the permittee, hereafter referred to as the "aboveground tank" method, or for self-fueling with fuel that is stored in an underground tank on land at the Airport that is leased from the County by the permittee, hereafter referred to as the "underground tank" method, or for self-fueling with fuel that is stored off the Airport premises and that is brought onto the Airport for direct transfer into an aircraft, hereafter referred to as the "off-site" method. No other method of self-fueling is allowed.

(c) An application for a self-fueling permit shall be made by supplying to the Manager such information as is prescribed by the Commission. The information shall include, but not be limited to, (i) a description of the aircraft to be fueled, (ii) the aircraft fuel servicing vehicles that will be used, (iii) the employees who will operate the aircraft fuel servicing vehicles and who will conduct the fueling operations, (iv) an emergency response plan, (v) a fuel-handling personnel training program, (vi) for the aboveground tank and underground tank methods, the fuel tank system construction plans, (vii) a fuel tank system (for the aboveground tank and underground tank methods) and aircraft fuel servicing vehicle inspection and maintenance program, and (viii) fuel transfer procedures. The Manager shall review the information for completeness and, if complete, shall refer the application to the Commission.

(d) At a public meeting, the Commission shall review the application to determine whether the proposed self-fueling will comply with all applicable ordinance, permit and lease provisions and whether the required plans, programs and procedures are satisfactory. If the determination is favorable, the Commission shall issue the self-fueling permit. Any person whose application for a self-fueling permit is denied may appeal this denial pursuant to the administrative appeal procedure set forth in Chapter 2, Article VIII of the Waukesha County Code.

(e) When issued, a self-fueling permit shall be signed by the permittee and shall set forth, among other things, the permittee's agreement to meet appropriate insurance, indemnity and hold harmless requirements, requirements for aircraft fuel servicing vehicle maintenance and inspection, and responsibility for damage to the Airport. The permit shall require the permittee's consent to reasonable amendments or additions to permit requirements as circumstances may warrant.

(f) An applicant for a self-fueling permit shall pay a nonrefundable application fee of \$500.00 at the time of application. A permittee shall pay an annual self-fueling fee, which shall be (i) \$500.00 to be paid on the first day of the first month after self-fueling operations begin, and (ii) \$1,000.00 to be paid on the same date of each year thereafter.

(g) In conducting self-fueling operations, a permittee shall not vary materially from the application information unless a written request for a variation is submitted to and approved by the Commission. A material variation includes, but is not limited to, a different aircraft or a different aircraft

fuel servicing vehicle, vehicle operator or fueling operations individual than what is stated in the application information. The Manager may allow temporary variations from the application information while a request for a variation is pending.

(h) A self-fueling permit is not assignable and not transferrable. Unless it is revoked as allowed by this ordinance, a self-fueling permit shall remain effective (i) until the termination or expiration of the land lease that is required by this ordinance, or (ii) for twenty years, if off-site storage is used.

(Ord. No. 157-13, 5/28/02; Ord. No. 158-37, 08/19/02)

Sec. 9-104 Land Lease: Aboveground Tank Method

(a) Upon the issuance of a self-fueling permit for the aboveground tank method, the permittee shall enter into a land lease with the County for land located in a centralized area that is designated by the Commission for the bulk storage of fuel. The lease shall allow the permittee to site an aboveground fuel tank system on the land in accordance with this ordinance.

(b) The lease shall be for a term not to exceed 20 years. The lease rate shall be \$0.16 (16 cents) per square foot per year for the year 2002, with annual adjustments based on the Consumer Price Index.

(c) At a minimum, the lease shall contain the following provisions:

1. A security deposit in an amount equal to \$7,000.00 plus the amount of the self-insured retention (deductible) in the pollution liability and environmental impairment insurance which the lessee will be required to provide, with interest payable to the lessee, to be held by the County as security for and against any loss, cost or expense incurred by the County as the result of any activity related to self-fueling engaged in by the permittee, including the permittee's failure to pay the fuel flowage fee required by this ordinance. If the self-insured retention exceeds \$5,000.00, it may be satisfied by an irrevocable letter of credit in favor of the County in a form acceptable to the County.
2. Insurance, indemnity and hold harmless requirements to protect the County against liability and expense, including insurance for fuel vendors;
3. Requirements for tank maintenance and inspection, lessee responsibility for damage related to fuel storage and self-fueling operations, and tank removal and site restoration at the end of the lease or upon permit revocation or expiration.

4. Record-keeping, audit and inspection rights for the County, and
5. Incorporation of the requirements of this ordinance.

(d) Prior to execution by the County, the lease shall be reviewed and approved by the Commission, the Office of the Corporation Counsel and the Department of Administration.

(Ord. No. 157-13, 5/28/02; Ord. No. 157-37, 08/19/02)

Sec. 9-105 Land Lease: Underground Tank Method

(a) A self-fueling permit for the underground tank method shall be issued only if the applicant has executed a standard hangar land lease with the County, which may be an existing lease or a new lease.

(b) At a minimum, the lease shall include, or be amended so as to include, the following provisions:

1. Permission to site an underground fuel tank system in accordance with this ordinance.
2. A security deposit in an amount equal to \$10,000.00 per tank plus the amount of the self-insured retention (deductible) in the pollution liability and environmental impairment insurance that the lessee will be required to provide, with interest payable to the lessee, to be held by the County as security for and against any loss, cost or expense incurred by the County as the result of any activity related to self-fueling engaged in by the permittee, including the permittee's failure to pay the fuel flowage fee required by this ordinance. If the self-insured retention exceeds \$5,000.00, it may be satisfied by an irrevocable letter of credit in favor of the County in a form acceptable to the County.
3. Insurance, indemnity and hold harmless requirements to protect the County against liability and expense, including insurance for fuel vendors.
4. Requirements for tank maintenance and inspection, lessee responsibility for damage related to fuel storage and self-fueling operations, and tank removal and site restoration at the end of the lease, upon permit expiration or revocation, or upon expiration of the manufacturer's warranty period, whichever comes sooner.
5. Record-keeping, audit and inspection rights for the County.
6. Incorporation of the requirements of this ordinance.

(c) Prior to the lease or lease amendment being executed by the County, it shall be reviewed and approved by the Commission, the Office of the Corporation Counsel and the Department of Administration.

(Ord. No. 157-13, 5/28/02; Ord. No. 157-37, 08/19/02)

Sec. 9-106 Fuel Tank System: Aboveground Tank Method

(a) The fuel tank system for the aboveground tank method must meet all of the following requirements:

1. For each fuel type, have at least one single-compartment tank with a minimum capacity of 10,000 gallons and a maximum capacity of 20,000 gallons, which tank shall (i) have all product transfer piping and equipment located above ground, (ii) have an Underwriters Laboratory Listing marking of UL 142, (iii) have marking and color coding in accordance with FAA Advisory Circular 150/5230-4, Aircraft Fuel Storage, Handling, and Dispensing On Airports, and (iv) have a fuel metering system that is acceptable to the Commission;
2. Be installed pursuant to construction plans that have been approved by the Commission and the Wisconsin Department of Commerce prior to the start of construction;
3. Include security fencing and gates, and
4. Be owned by the permittee.

(b) No later than 72 hours before self-fueling operations begin, the permittee shall notify the Manager that construction of the fuel tank system is complete.

(c) The permittee shall operate the fuel tank system in a safe, efficient and clean manner and shall not allow the use of any defective fuel tank system equipment. The permittee shall perform repair and maintenance upon the fuel tank system as required by the lease.

(Ord. No. 157-13, 5/28/02; Ord. No. 157-37, 08/19/02)

Sec. 9-107 Fuel Tank System: Underground Tank Method

(a) The fuel tank system for the underground tank method must meet all of the following requirements:

1. For each fuel type, have at least one single-compartment double-walled fiberglass tank with an Underwriters Laboratory Listing marking of UL 1316 and a minimum capacity of 10,000 gallons, which tank shall (i) have corrosive-resistant piping that is double-walled, (ii) have an electronic monitoring system that includes interstitial monitoring of the tank and associated piping, automatic tank gauging as the primary leak detection method for the tank, and central station monitoring, and (iii) be properly closed and removed at the end of the tank manufacturer's warranty period or at the end of the lease term, whichever comes sooner.
2. Have an engineered spill-containment system for the tank and fuel servicing station capable of capturing a fuel release of no less than 2000 gallons.
3. Meet all distance requirements in NFPA 407 and Federal Aviation Administration

orders and regulations, with the fuel servicing station placement in a location approved by the Manager.

4. Have an appropriate fuel metering system.
5. Be installed pursuant to construction plans that have been approved by the Commission and the Wisconsin Department of Commerce prior to the start of construction.
6. Be owned by the permittee.

(b) No later than 72 hours before self-fueling operations begin, the permittee shall notify the Manager that construction of the fuel tank system is complete.

(c) The permittee shall operate the fuel tank system in a safe, efficient and clean manner and shall not allow the use of any defective fuel tank system equipment. The permittee shall perform repair and maintenance upon the fuel tank system as required by the lease.

(Ord. No. 157-13, 5/28/02; Ord. No. 157-37, 08/19/02)

Sec. 9-108 Aircraft Fuel Servicing Vehicles

(a) For the aboveground tank and the off-site methods, the permittee shall have a single-product aircraft fuel servicing vehicle for each type of fuel. Each vehicle shall meet all of the following requirements:

1. Have a tanker capacity of no less than 2,000 gallons and no more than 10,000 gallons;
2. Have its own bottom tank loading and grounding services and approved hoses and dispensing nozzles;
3. When not in use, be parked (i) in a location sited in accordance with NFPA 407 standards within the parcel of land leased from the County for the permittee's fuel tank system, which location shall be designed to capture and contain the aggregate tanker capacity of the aircraft fuel servicing vehicles that are parked there, or (ii) in the area designated for aircraft fuel servicing parking pursuant to section 6-110;
4. Have marking and color coding in accordance with FAA Advisory Circular 150/5230-4, Aircraft Fuel Storage, Handling, and Dispensing On Airports, and appropriate lighting and radio communication equipment;
5. Be owned by or leased exclusively to the permittee, and
6. If used for off-site self-fueling, have a fuel metering device that is acceptable to the Commission.

(b) No later than 72 hours before an aircraft fuel servicing vehicle is placed in service for self-fueling, the permittee shall notify the Manager of the vehicle's intended use.

(c) The permittee shall operate the aircraft fuel servicing vehicle in a safe, efficient and clean manner, and shall not allow the use of a defective vehicle. The permittee shall perform such repair and maintenance upon the vehicle as is necessary to ensure its safe operation and as required by the lease.

(d) The operator of any aircraft fuel servicing vehicle that is on the Airport premises for any purpose related to self-fueling shall meet all of the following requirements:

1. Possess a valid Wisconsin operator's license;
2. Be an employee of the permittee, and
3. Comply with all NFPA and FAA requirements regarding operators of aircraft fuel servicing vehicles.

(Ord. No. 157-37, 08/19/02.)

Sec. 9-109 Fueling Operations

(a) Any vehicle that is on the Airport premises for any purpose related to self-fueling shall use only such roadways or aircraft movement areas as are designated by the Manager.

(b) Fueling operations during which fuel is transferred between an aircraft fuel servicing vehicle and an aircraft shall occur only in areas designated for that purpose by the Manager.

(c) No individual may perform a fueling operation unless the individual meets all of the following requirements and does all of the following things:

1. Remains with the fueling apparatus at all times during the fueling operation;
2. Exercises extreme caution to prevent a fuel spill, and if a fuel spill occurs, immediately ceases fueling operations and notifies the Manager;
3. Is an employee of the permittee, but this requirement does not apply to an individual delivering fuel into a fuel storage tank;
4. For any fueling operation that results in the transfer of fuel into an aircraft, can demonstrate that he or she is authorized, trained and fully qualified to operate the fuel transfer equipment by (i) having completed, or been trained by an individual who has completed, an accepted FAA training program, and (ii) carrying with him or her an identification card issued by the employer which certifies his or her qualifications;
5. Complies with all NFPA and FAA requirements regarding fuel transfers for aircraft fuel servicing.

(d) The permittee shall keep training records for the employees who perform fueling operations for a minimum of two years, and shall make the training records available to the Manager upon request.

(e) Any vehicle that transfers fuel into a storage tank shall leave the Airport upon completion of the fueling operation.

(Ord. No. 157-13, 5/28/02; Ord. No. 157-37, 08/19/02)

Sec. 9-110 Parking: Off-site Method

At any time that an aircraft fuel servicing vehicle that is used for self-fueling through off-site storage is not engaged in a fueling operation, when on airport premises shall be parked in an area designated for such purpose by the Manager. A reasonable fee for such parking shall be established by the Commission.

(Ord. No. 157-13, 5/28/02; Ord. No. 157-37, 08/19/02)

Sec. 9-111 Fuel Flowage Fee

The permittee shall pay a fuel flowage fee of \$0.10 (10 cents) for each gallon of fuel (a) delivered to permittee's fuel tank system if the aboveground tank method or the underground tank method is used, and (b) transferred into an aircraft if the off-site storage method is used. Payment of the fee shall be made to the Manager on the 20th day of each month for fuel that was delivered or transferred during the previous month. Any late payment shall be subject to interest in the amount of 1.5% per month. With each payment, the permittee shall furnish the Manager with a statement and documentation showing the number of gallons delivered or transferred for the applicable payment period.

(Ord. No. 157-13, 5/28/02; Ord. No. 157-37, 08/19/02)

Sec. 9-112 National Fire Protection Association

The County adopts and makes a part of this ordinance as though fully set forth all of the provisions of NFPA 30, 407 and 415. If there is any conflict between any provision of this ordinance and any provision of NFPA 30, 407 or 415, the provision that is more stringent shall apply. Any violation of NFPA 30, 407 or 415 is a violation of this ordinance.

(Ord. No. 157-13, 5/28/02; Ord. No. 157-37, 08/19/02)

Sec. 9-113 Compliance with other laws

A permittee shall comply with all local, federal and state laws, codes, ordinances, rules and regulations now or hereafter in force and effect applicable to any activity associated with the storage and transfer of aircraft fuel. This includes, but is not limited to, compliance with ordinances of the City of Waukesha and rules of administrative agencies of the State of Wisconsin, including Wisconsin Administrative Code Chapter Commerce 10 Flammable and Combustible Liquids. A permittee shall also comply with all covenants of the Waukesha County Airport and all FAA Advisory Circulars and Orders pertaining to the storage, handling and dispensing of aircraft fuel and all amendments and revisions thereto. A violation of any law, code, ordinance, rule, regulation, circular or order referred to in this section is a violation of this ordinance.

(Ord. No. 157-13, 5/28/02; Ord. No. 157-37, 08/19/02)

Sec. 9-114 Inspections, Records and Audits

(a) The permittee shall make daily, weekly and monthly inspections of any fuel tank system it has and the aircraft fuel servicing vehicles it uses as required by FAA Advisory Circular 150/5230-4, Aircraft

Fuel Storage, Handling and Dispensing on Airports, and shall maintain a written record of such inspections. The permittee shall also keep and maintain written records of all fuel brought to the Airport for self-fueling purposes (including dates, supplier and quantity) and of all fuel quantities transferred into aircraft by aircraft identification number. The permittee shall also maintain accurate records of fuel product monitoring to ensure that there is no leakage from any fuel storage tanks it has and from its aircraft fuel servicing vehicles. Copies of monthly leak detection reports generated by an underground fuel tank monitoring system, which reports must clearly identify the tank owner, the hangar location and the tank contents, shall be provided to the Manager every three months. The records required by this paragraph shall be kept for a minimum of two years and shall be made available to the Manager upon request.

(b) In addition to the records required by paragraph (a), the permittee shall (i) provide the Manager with information and records which are requested for the purpose of determining compliance with this ordinance including, but not limited to, records pertaining to business organization and ownership, ownership of equipment, and employee status, and (ii) promptly forward to the Manager copies of any fire or safety inspection reports, underwriting audits or insurance company reviews that relate to its self-fueling operations at the Airport, including its fuel tank system and aircraft fuel servicing vehicles. The permittee shall also allow the Manager to inspect the permittee's fuel tank system and aircraft fuel servicing vehicles for the purpose of determining compliance with this ordinance.

(c) The County shall have the right, during reasonable hours and upon reasonable advance notice, to audit permittee's records regarding its self-fueling operations at the Airport.

(Ord. No. 157-13, 5/28/02; Ord. No. 157-37, 08/19/02)

Sec. 9-115 Additional Requirements

(a) The permittee shall provide for the adequate handling and disposal, away from the Airport, of all trash, garbage and other refuse generated as a result of its self-fueling operations.

(b) The permittee shall handle, use, store and dispose of fuel and all other materials, including hazardous materials, owned or used by it at the Airport in accordance with all applicable federal, state and local laws, codes, rules, regulations and ordinances, including rules of the Commission.

(c) If the aboveground tank method or the off-site method is used, then no later than six months after the permittee begins to self-fuel, it shall provide the Manager with a copy of the spill prevention, control and countermeasures plan as required by 40 CFR Part 112, Oil Pollution Prevention.

(Ord. No. 157-13, 5/28/02; Ord. No. 157-37, 08/19/02)

Sec. 9-116 Enforcement

(a) The failure to comply with any requirement of this ordinance is a violation of this ordinance. Any potential violation of this ordinance may be investigated by the Manager. If the Manager determines that a violation has occurred, he may do any or all of the following:

1. If the violation jeopardizes the safety of persons or property, order the permittee to cease self-fueling operations until the violation is corrected and take reasonable steps to ensure compliance with the order;
2. Issue a written or verbal warning, or

3. Make a written report of the violation to the Commission.

(b) If the Manager makes a written report of a violation to the Commission, the Commission shall schedule and conduct a hearing on the matter. A copy of the written report and due notice of the hearing shall be provided to the alleged violator no less than 15 days prior to the hearing. At the hearing, the Commission shall consider all relevant information and shall determine whether a violation of this ordinance occurred and, if a violation occurred, what consequences should be imposed. The determination must be by a majority of the Commission members present.

(c) If the Commission determines that a violation of this ordinance occurred, it may impose any or all of the following consequences:

1. Recommend legal action;
2. Order the permittee to take certain action consistent with this ordinance, the permit or the lease, or
3. Revoke the self-fueling permit for a time certain.

If the Commission determines that a violation occurred and either orders the permittee to take certain action or revokes the self-fueling permit, the permittee may appeal this determination pursuant to the administrative appeal procedure set forth in Chapter 2, Article VIII of the Waukesha County Code. Any permit revocation shall be stayed during the pendency of this appeal.

(d) Any person who violates any provision of this ordinance shall be subject to a forfeiture of not less than \$100.00 nor more than \$500.00 for each day of each violation, together with the costs of enforcement. Each requirement of this ordinance that is violated constitutes a separate violation. In addition to a forfeiture, the County may seek such other relief, legal or equitable, as is available.

(Ord. No. 157-13, 5/28/02; Ord. No. 157-37, 08/19/02)