



**\*\*\*SPECIAL MEETING\*\*\***  
**Agenda**  
**Airport Commission Meeting**  
**9900 52<sup>nd</sup> Street, Airport Conference Room**  
**Wednesday, October 12, 2016**  
**3:00 PM**

Chairperson Steve Bostrom  
Vice-Chairperson Bob Carlson

Commissioner Matt Carlson  
Commissioner John Tierney  
Commissioner G. John Ruffolo

Call to Order  
Roll Call  
Citizens Comments

Approval of the Minutes of the Meeting Held on August 3, 2016

1. Lease Termination Agreement between the City of Kenosha, Wisconsin and Gregory Crecos #4223
2. Lease Agreement between the City of Kenosha, Wisconsin and 9894 Properties LLC #9894
3. Agreement of Sublease between 9894 Properties LLC and AVP/Kenosha Aviation LLC #9894
4. Lease Termination Agreement between the City of Kenosha, Wisconsin and Frank A. Allseits Corporation #9940
5. Lease Agreement between the City of Kenosha, Wisconsin and 9894 Properties LLC #9940
6. Agreement of Sublease between 9894 Properties LLC and AVP/Kenosha Aviation LLC #9940
7. Review Proposed Airport 2017 Capital Improvement Plan Budget
8. Review Proposed Airport 2017 Operating Budget
9. Discuss Airport Commission Meeting Days and Times.

Commissioners' Comments

*IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4161 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.*

**Approval of the Minutes of the Meeting Held on  
August 3, 2016**



**\*\*SPECIAL MEETING\*\***  
**Minutes**  
**Airport Commission Meeting**  
**9900 52<sup>nd</sup> Street, Airport Conference Room**  
**Wednesday, August 3, 2016**  
**3:00 PM**

Chairperson Steve Bostrom  
Vice-Chairperson Bob Carlson

Commissioner Matt Carlson  
Commissioner John Tierney  
Commissioner G. John Ruffolo

**Call to Order**

A meeting of the Airport Commission was held on August 3, 2016 at the Kenosha Regional Airport Terminal Building Conference Room. The meeting was called to order by Chairperson Bostrom at 3:01 pm.

**Roll Call**

All Commissioners were present except Commissioner Ruffolo who was excused.

**Citizens Comments**

Saul Thompson, Aviation Advisors, expressed concern regarding the heave in the runway last week.

**Approval of the Minutes of the Meeting Held on May 11, 2016**

Vice-Chairperson Carlson moved to approve the minutes and was seconded by Commissioner Tierney. Motion passed 4-0.

1. Lease Termination Agreement between City of Kenosha, Wisconsin and Global Jet Properties, Inc. 4480 - 91<sup>st</sup> Ave.

Chairperson Bostrom asked Mr. Reed for an overview of this item. After questions and discussion, Chairperson Bostrom opened up this item to a public hearing. Frank Pacetti, City Administrator, spoke. Mr. Pacetti said the City offered a solution to the Global Jet Properties wetlands site, however, Global Jet Properties wasn't interested. Vice-Chairperson Carlson moved to approve and was seconded by Commissioner Carlson. Motion passed 4-0

2. First Amendment To Lease Agreement between City of Kenosha, Wisconsin and Glenn E. Fenske 2930 - 72<sup>nd</sup> Ave.

Chairperson Bostrom asked Mr. Reed for an overview of this item. After questions and discussion, Commissioner Tierney moved to approve and was seconded by Vice-Chairperson Carlson. Motion passed 4-0

3. Distribution Easement Underground for GS Hangar LLC 4126 - 91<sup>st</sup> Ave.

Chairperson Bostrom asked Mr. Reed for an overview of this item. After questions and discussion, Commissioner Carlson moved to approve and was seconded by Commissioner Tierney. Motion passed 4-0

4. Bill Whyte, Vice President of Operations, Gateway Technical College to give presentation on Emergency Vehicle Operator Course (EVOC)

Mr Whyte gave a presentation as to why the proposed EVOC site is beneficial to Gateway Technical College and the City of Kenosha to have at the Kenosha Regional Airport. Current training site area is not conducive for a permanent solution. The proposed site is adjacent to the Horizons building, with their parking lot available, and convenient to set up as a training facility. Bryan Albrecht, President of Gateway Technical College, added that the property is a critical piece for the Kenosha Campus. It will draw focus to Kenosha which already has a large first responder training class.

Vice-Chairman Carlson motioned to open up this item to a public hearing and was seconded by Commissioner Tierney. Motion passed 4-0. Frank Pacetti, City Administrator, stated that the City is highly supportive to have the EVOC site at the Kenosha Regional Airport. Public Hearing Closed.

All the Commissioners were in support of having EVOC at the Kenosha Regional Airport. It was then noted by Commissioners and Gateway Technical Personnel that there will be future discussions for timetables of this project.

5. Dan Watring, MSI General, to give presentation for US Customs Facility

Before presentation Larry Borchardt, General Manager, AVP/Kenosha Aviation spoke. Mr. Borchardt said since Global Jet Properties terminating their lease would mean a Customs building wouldn't be built. Mr. Borchardt was concerned that if Customs doesn't continue at Kenosha Regional Airport that his business would lose considerable amount of business. On behalf AVP/Kenosha Aviation, Mr. Borchardt said that they would be willing to cover the cost of a facility to be built and then the City would reimburse AVP/Kenosha Aviation over a to be determined time span.

Dan Watring presented a preliminary building design of the proposed energy efficient facility. Mr. Watring said the facility would look similar to the terminal building. The proposed location is in front of current pavilion. This location would be a beneficial view point for Customs.

Commissioner Tierney motioned to open up this item to a public hearing and was seconded by Commissioner Carlson. Motioned passed 4-0. Frank Pacetti, City Administrator, said the City is 100% behind Customs facility being built and funded by Alan Kubica with the City reimbursing Mr. Kubica wherever the funding may come from.

Saul Thompson, Aviation Advisors, said he was excited about the potential Customs facility at the Kenosha Regional Airport. He then asked if there would be any US Custom Landing Fees. Anthony Dolas, US Customs, said since Kenosha Regional Airport is a Landing Rights Airport that there will not be any fees, however, the City could choose to charge for these services. Public Hearing Closed.

Chairperson Bostrom wanted it known that he is fully behind Customs being built at the airport. He feels that it would only enhance positive growth. All of the other Commissioners were in agreement.

Commissioners' Comments – None

Chairperson Bostrom adjourned the meeting at 3:50pm

- 1. Lease Termination Agreement between the City of Kenosha, Wisconsin and Gregory Crecos #4223**

## LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this "Agreement") is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin ("City"), and Gregory Crecos, collectively referred to as the Parties.

### RECITALS:

WHEREAS, the City operates the Kenosha Regional Airport (the "Airport") and owns the land upon which the Airport is located; and

WHEREAS, the City entered into a Lease with Kenosha Hangar, LLC fully executed as of August 14, 2007, whereby the City leased to Kenosha Hangar, LLC certain land at the Airport consisting of approximately 25,489 square feet commonly known as 4223 91<sup>st</sup> Avenue and more particularly described on attached Exhibit A (the "Premises") for a term covering the period of July 1, 2007, through and including June 30, 2027; and

WHEREAS, pursuant to the Lease, the Lessee was to construct certain Improvements, including an aircraft hangar on the Premises; and

WHEREAS, Kenosha Hangar LLC was never organized as a Wisconsin limited liability company; and

WHEREAS, the Improvements contemplated by the Lease were never constructed by Kenosha Hangar LLC or any other individual or entity; and

WHEREAS, the Parties desire to cancel and terminate the existing Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Gregory Crecos agree as follows:

1. Recitals. The forgoing recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph.

2. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Lease.

3. Conflict or Inconsistency. In the event of conflict or inconsistency of the terms of the Lease and this Agreement, then the terms of this Agreement shall prevail.

4. Termination. Upon approval and execution of this Agreement by the Parties, the Lease shall be terminated and the City and Gregory Crecos agree to forever release and discharge each other from any and all duties, obligations, claims, demands, actions, causes of action, damages, costs, attorneys' fees and expenses of whatever kind or nature which they now have or

which may hereafter accrue in any way related to the negotiations and execution of the Lease, the Lease, or any other claims now or in the future.

5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Modification. This Agreement may not be modified or amended except by written agreement executed by the Parties hereto.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.

9. Remedies. The Parties hereto shall have the right to pursue any and all remedies at law and in equity with respect to enforcing any provision of this Agreement.

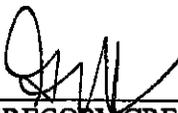
10. Attorneys' Fees. If any Party hereto initiates legal proceedings to enforce any right under this Agreement, the prevailing Party hereto in such proceeding shall be entitled to reimbursement of its reasonable attorneys' fees, costs and expenses from the non-prevailing Party hereto.

11. Costs and Expenses. The Parties hereto shall bear their own costs and expenses incurred in connection with the negotiation and execution of this Agreement, including but not limited to, any attorneys' fees and expenses.

12. Authority. Each person signing this Agreement on behalf of either Party represents and warrants that the person has the requisite authority to sign this Agreement. Each Party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the Party is bound.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)  
(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

GREGORY CRECOS,  
An Individual

BY:   
GREGORY CRECOS

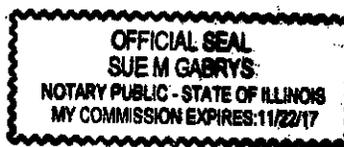
Date: \_\_\_\_\_

STATE OF ILLINOIS )  
                                  :SS.  
COUNTY OF COOK )

Personally came before me this 27 day of September, 2016, Gregory Crecos, to me known to be such person, and acknowledged to me that he executed the foregoing instrument.

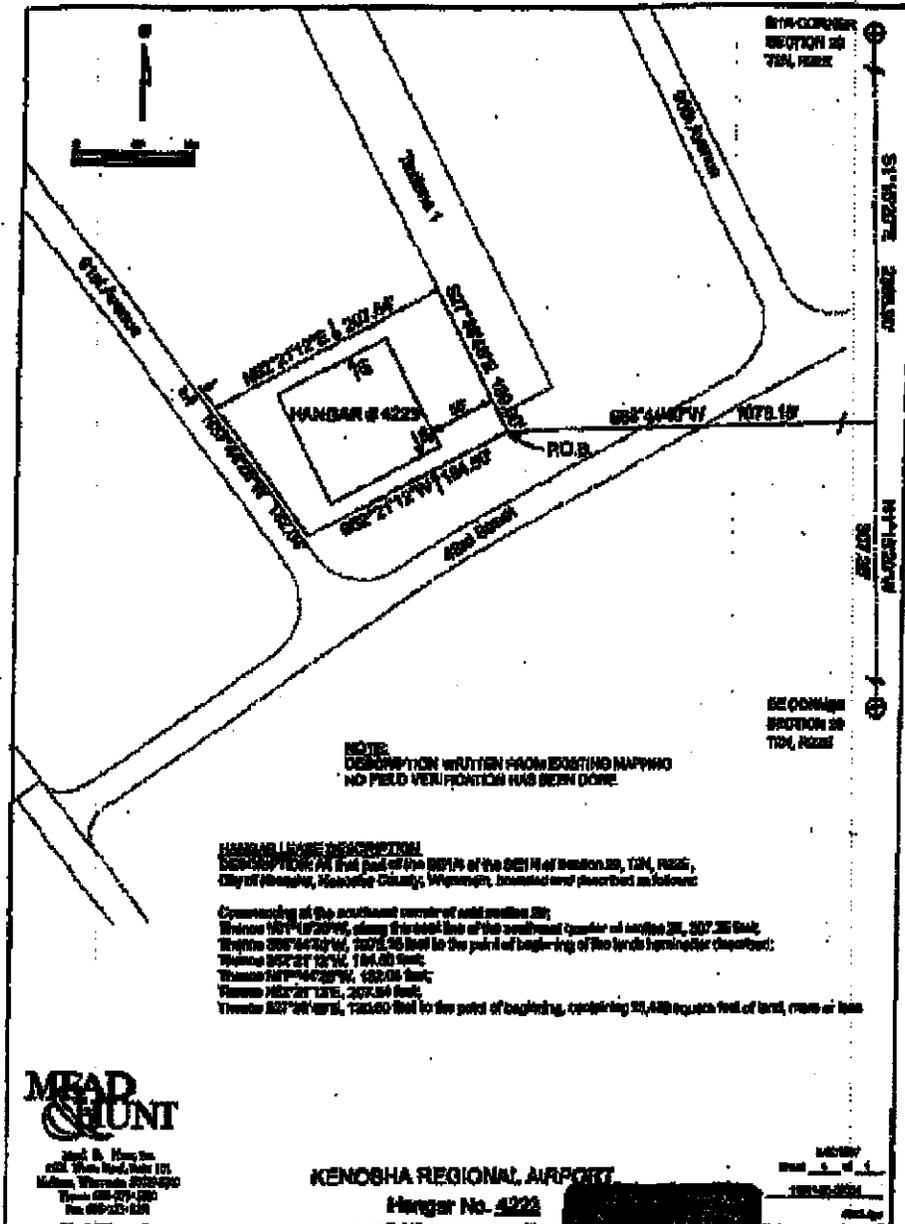


Notary Public, Cook County, Illinois.  
My Commission expires/is: 11-22-17



Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

EXHIBIT A



NOTE:  
DESCRIPTION WRITTEN FROM EXISTING MAPPING  
NO FIELD VERIFICATION HAS BEEN DONE.

**HANGAR LINE DESCRIPTION**

Beginning at the SW corner of the SE 1/4 of the SW 1/4 of Section 28, T14N, R22E, City of Kenosha, Winnebago County, Wisconsin, bounded and described as follows:

Courseing of the southeast corner of said section 28;  
 thence N87°42'30" along the east line of the southeast quarter of section 28, 207.25 feet;  
 thence S89°42'30" W, 227.50 feet to the point of beginning of the lands hereinafter described;  
 thence S87°07'30" W, 134.00 feet;  
 thence N87°42'30" W, 130.00 feet;  
 thence N87°07'30" E, 207.25 feet;  
 thence S87°07'30" E, 75.00 feet to the point of beginning, containing 21,438 square feet of land, more or less.

**MEAD & MUNT**  
 Surveyors  
 200 N. Main St.  
 Kenosha, Wisconsin 53142  
 Phone 482-2710  
 Fax 482-2711

**KENOSHA REGIONAL AIRPORT**  
 Hangar No. 4223

Scale: 1" = 200'  
 Date: 11/11/03  
 Drawn by: [Redacted]

**2. Lease Agreement between the City of Kenosha, Wisconsin  
and 9894 Properties LLC #9894**

LEASE

Between

THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation

And

9894 PROPERTIES LLC  
A Wisconsin Limited Liability Company  
9894 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144

This Lease is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", and 9894 Properties LLC, a Wisconsin limited liability company, 9894 52<sup>nd</sup> Street, Kenosha, Wisconsin 53144, hereinafter referred to as "Lessee", collectively referred to as the Parties.

WITNESSETH:

Whereas, the City operates the Kenosha Regional Airport ("Airport"), and owns the land upon which the Airport is located; and,

Whereas, the Lessee's current Lease with the City expires June 30, 2032; and,

Whereas, the Lessee and the City have negotiated the terms and conditions of a new Lease for the Lessee's continued use and operation of the Premises located at 9894 52<sup>nd</sup> Street, Kenosha, Wisconsin consisting of an airport hangar approximately one hundred (100') feet by two hundred (200') feet and a fuel farm as a Fixed Base Operator, which upon approval and execution by the Parties will supercede the current Lease; and

Whereas, the Lessee desires to enter into a separate Lease with the City for the Lessee's use and operation of the Premises located at 9940 52<sup>nd</sup> Street, Kenosha, Wisconsin consisting of an airport hangar approximately eighty one (81') feet by eighty-two (82') feet, attached offices approximately twenty-four (24') feet by forty-one (41') feet, and a fuel farm in order to expand the Lessee's operations at the Airport as a Fixed Base Operator; and

Whereas, it is to the mutual advantage of the Parties to enter into this Lease.

Now, Therefore, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the City and the Lessee agree as follows:

## ARTICLE 1 – PREMISES

1.1 LAND. The City leases to the Lessee Fifty Six Thousand Five Hundred (56,500) square feet of land located at 9894 52nd Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A" as the Hangar 9894 Lease Description and the Self-Serve Fuel Farm Area Description hereinafter referred to as the "Premises".

1.2 ACCEPTANCE. The Lessee warrants that it has inspected the Premises and has found the Premises suitable for its intended purposes, as is, subject to the use limitations and obligations imposed by this Lease.

## ARTICLE 2 – TERM

2.1 TERM. The term of this Lease is for the period of November 1, 2016 through and including October 31, 2041, hereinafter referred to as the "Term". Between six (6) months and one (1) year prior to the expiration date of this Lease, the Lessee may request, in writing, that the City negotiate a new Lease. If timely notice is given to the City and the Lessee is in full compliance with this Lease, the City shall meet with the Lessee in good faith to negotiate a new Lease which may be for any Term agreed to by the Parties.

## ARTICLE 3 - RENT AND FEES

3.1 RENT. Subject to Article 3.6, the Lessee agrees to pay the City for the use and occupancy of the Premises rent in the annual sum of Eleven Thousand Three Hundred Dollars (\$11,300.00) based upon a charge of Twenty Cents (\$0.20) per square foot for the Premises. The rent shall be payable in equal semiannual installments of Five Thousand Six Hundred Fifty Dollars (\$5,650.00) on or before January 1 and July 1 of each year during the Term of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52<sup>nd</sup> Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the City.

3.2 AIRCRAFT PARKING RAMP FEE. Subject to Article 3.6, the Lessee agrees to pay the City an aircraft parking ramp fee, hereinafter referred to as the "Ramp Fee" in the annual sum of Six Hundred Dollars (\$600.00) based upon a charge of Four Cents (\$0.04) per square foot for the Fifteen Thousand (15,000) square foot aircraft parking ramp area more particularly described on attached Exhibit "A" as the Ramp Parking Permit Area. The Ramp Fee shall be payable in equal semiannual installments of Three Hundred Dollars (\$300.00) on or before January 1 and July 1 of each year during the Term of this Lease.

3.3 FUEL FARM FACILITY FEE. Subject to Article 3.6, the Lessee agrees to pay the City a fuel farm facility fee, for two (2) fuel tanks, hereinafter referred to as the "Tank Fee" in the annual sum of Four Thousand Dollars (\$4,000.00) based upon Two Thousand Dollars (\$2,000.00) per tank. The Tank Fee shall be payable in equal quarterly installments of One Thousand Dollars (\$1,000.00) on or before January 1, April 1, July 1 and September 1 of each year during the Term of this Lease.

3.4 FUEL FLOWAGE FEE. Subject to Article 3.6, the Lessee agrees to pay the City a fuel flowage fee, hereinafter referred to as the "Fuel Fee" in the sum of Eighteen Cents (\$0.18) per gallon for each gallon of gasoline, lubricants, and Jet A fuel, collectively the "Fuel" delivered to the Airport for Lessee's use. At the time of Fuel delivery, the Lessee shall provide the Airport Director a copy of the Fuel delivery invoice from the Fuel supplier showing the date of delivery, type of Fuel and number of gallons. The Lessee shall pay the Fuel Fee to the City within thirty (30) days of being invoiced by the City.

3.5 LATE PAYMENTS. Late payment of the rent, Ramp Fee, Tank Fee, or Fuel Fee shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half percent (1 1/2%) per month, until paid in full.

3.6 RENT AND FEE ADJUSTMENT. The rent, Ramp Fee, Tank Fee and Fuel Fee may be adjusted from time to time during the Term of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Rent and fee adjustments shall not be inconsistent with other land leases at the Airport.

#### ARTICLE 4 – IMPROVEMENTS

4.1 DEFINITION. Improvements shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, facilities, landscaping, and site modifications on the Premises.

4.2 PLANS AND SPECIFICATIONS. Plans and specifications for the construction of any Improvements shall be submitted to the Airport Commission and the City for approval. No work shall commence on the Improvements until all necessary approvals have been received and all required permits from the City have been obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing the construction of any Improvements, the Lessee shall procure and submit proof of the following insurance coverages to the Airport Director.

- a. Builder's All Risk Insurance in the amount of the full value of the Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,
- b. Liability Insurance protecting the Lessee and the City from claims for death, personal injury or property damage arising during the course of construction of the Improvements in accordance with the coverage requirements specified in this Lease.

4.4 CONSTRUCTION LIENS. The Lessee, in making Improvements upon the Premises, shall not grant permission for or permit any liens for labor or materials to attach to the Premises without the prior written consent of the City, nor allow any condition to exist or

situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the Premises. In order to void such liens, the Lessee shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the Premises, the Lessee shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the Lessee from financing the Improvements subject to a security lien on the Improvements. However, the Lessee shall not permit any security lien to attach to the real estate upon which the Improvements are situated. Nothing contained herein shall preclude the Lessee or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

4.5 RISK OF LOSS. The Lessee assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the City arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the Lessee shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the City without cost or expense to the City.

4.6 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. The Lessee shall require its contractors who construct the Improvements to indemnify, defend, and hold harmless the City, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the Lessee involving the construction of the Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the City, or any of its officers, employees or agents.

4.7 INSPECTION. The City shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of interference can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.8 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the City, its officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the City and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and the City shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

4.9 UNAUTHORIZED IMPROVEMENTS. Should the Lessee make any Improvements without prior City approval, which are not satisfactory to the City, then, upon

written notice to do so, the Lessee shall remove the same, or if agreed upon by the City, cause the same to be changed, modified or reconstructed to the satisfaction of the City. Should the Lessee fail to comply with such notice within sixty (60) days of receipt thereof, or should the Lessee commence to comply therewith and fail to pursue such work diligently to completion, the City may effect the removal, change, modification or reconstruction thereof, and the Lessee shall pay the cost thereof to the City, upon written demand together with interest at the highest rate permitted by law from the date of the City's written demand until paid.

4.10 OWNERSHIP, TRANSFER, SURRENDER OR REMOVAL OF IMPROVEMENTS. The Lessee shall own, have and retain title to all Improvements the Lessee places upon the Premises. Upon expiration or termination of this Lease, the Lessee shall have the option, subject to the approval of the Airport Commission and Common Council of:

- a. Transferring all Improvements to a third party at a fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering all Improvements to the City at no cost to the City; or
- c. Removing all Improvements from the Premises within one hundred twenty (120) days of Lease termination. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

#### ARTICLE 5 - USE OF PREMISES

5.1 USE OF PREMISES. The Lessee shall use the Premises as a Fixed Base Operator in compliance with the Minimum Standards For Fixed Base Operator currently set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time and within the limits of Federal Aviation Administration Regulations. The Lessee shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

5.2 NOISE STANDARDS FOR AIRCRAFT BASED ON PREMISES. The Lessee agrees that all aircraft used in conjunction with the Premises shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the City may promulgate.

5.3 LIMITATION ON AIRCRAFT REPAIR WORK OUTSIDE OF A HANGAR. All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than twelve (12) hours outside of a hangar without the prior permission of the Airport Director.

5.4 CHANGED USE. Any change in the use of the Premises must have the prior written approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

5.5 PROHIBITED USE. Use of the Premises for storage of personal property which is not directly related to aviation operations, including but not limited to, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, and motor vehicles, irrespective of operating condition or license status, is strictly prohibited.

5.6 NONEXCLUSIVE AIRPORT RIGHTS. Except for the exclusive right of the Lessee to the use and possession of the Premises, no exclusive rights at the Airport are granted by this Lease. The Lessee shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport lessee.

5.7 COMMON AREA OF AIRPORT. The Lessee, its tenants and invitees shall have the right, in common with other authorized users, to use the common areas of the Airport, including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The Lessee, in common with other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the Lessee.

5.8 RAMP PARKING PERMIT AREA. Subject to the terms of this Lease, the Lessee shall have the use of the Ramp Parking Permit Area. The Lessee on behalf of the City shall have the right and authority to administer the common use of the Ramp Parking Permit Area and subject to the approval of the Airport Director may promulgate written rules and regulations regarding the common use of the Ramp Parking Permit Area. The Lessee's use of the Ramp Parking Permit Area and any approved written rules and regulations promulgated by the Lessee regarding the common use of the Ramp Parking Permit Area shall be subject to the following:

- a. All of the terms and conditions of this Lease except as otherwise provided in this Article 5.8.
- b. The Lessee shall keep the Ramp Parking Permit Area free and clear of dirt, stones, debris, tools, obstructions and personal property.
- c. The Lessee shall immediately notify the Airport Director of any damage to the Ramp Parking Permit Area or any dangerous or unnatural condition affecting the Ramp Parking Permit Area. The Lessee shall also take immediate action to warn others by all reasonable means of any damage to, or dangerous or unnatural condition existing or which may develop on the Ramp Parking Permit Area.
- d. The Lessee shall administer the use of the Ramp Parking Permit Area in a manner which will not jeopardize the public health, safety or welfare or unnecessarily endanger any person or property.
- e. The Lessee shall prevent and prohibit the drilling or making of holes or the installation of stakes except for grounding rods.
- f. The Lessee shall require its officers, employees, sublessee, and agents responsible for administering the use of the Ramp Parking Permit Area to wear or carry such identification as may be required by the Airport Director.

g. The Lessee shall comply with all lawful directives of the Airport Director.

h. The Lessee's failure to observe the provisions of this Article 5.8 shall be considered a material breach of this Lease thereby subjecting the Lessee's use of the Ramp Parking Permit Area and any common use of the Ramp Parking Permit Area authorized by the Lessee to termination pursuant to Article 27 of this Lease.

i. The City shall maintain and repair pavement markings.

j. The City shall be responsible for plowing and removing snow from the Ramp Parking Permit Area in accordance with its standard practices for the Airport, but the priority for plowing and removing snow from the Ramp Parking Permit Area shall be subordinate to snow plowing and necessary operations on runways, taxiways and service roads.

**5.9 FUEL FARM FACILITY.** The Lessee's use of the Self-Serve Fuel Farm facility and the Airport fuel farm facility are subject to the following flowage standards:

a. The Lessee, pursuant to accepted industry standards and methods, shall verify the proper grade of all Fuel delivered, ensure that all compartments and valves are sealed, check color and specifications of all Fuel and check truck sump for Fuel contamination.

b. Check storage tanks on a daily basis for water and contamination and ensure that any water and contamination do not exceed industry accepted standards.

c. Filter all turbine Fuel before placing in storage tanks.

d. Remove Fuel through an industry approved filtration system.

e. Equip filters with differential pressure measuring equipment.

f. Color code, placard and identify all equipment, mobile and otherwise, in accordance with industry accepted standards.

g. Perform a visual sump check of both tank and filter to determine contamination at the beginning of each day.

h. Make a mechanical or chemical check for turbine Fuel.

i. Make weekly, monthly, semi-annual and annual filtration equipment inspections to determine that they meet industry accepted standards, and replace filtration equipment as required.

j. Maintain records of inspections in a form acceptable to the Airport Director and provide copies to the Airport Director upon request.

k. Provide safety facilities and adopt safety and training standards for personnel engaged in fueling operations as may be reasonably established by the City as a part of the certification requirements imposed upon the City by applicable Federal Aviation Administration Regulations.

l. The Lessee's failure to observe the provisions of this Article 5.9 shall be considered a material breach of this Lease thereby subject the Lessee's use of the Self- Serve Fuel Farm facility and the Airport fuel farm facility to termination pursuant to Article 27 of this Lease.

#### ARTICLE 6 - INGRESS AND EGRESS

The Lessee shall have the right of ingress and egress to and from the Premises and the common areas of the Airport for the Lessee, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the Lessee. The Lessee shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The Lessee shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the Premises for trucks or any other vehicle.

#### ARTICLE 7 - PARKING AND STORAGE

The Lessee, at all times, shall park all vehicles used in connection with the Lessee's operations wholly on the Premises. Outdoor storage of the Lessee's personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

#### ARTICLE 8 - AIRCRAFT LIST

The Lessee shall provide the City Airport Director with a list of the aircraft N-numbers and types stored in the hangar, together with the names, addresses and telephone numbers for each aircraft owner, lessee or manager.

#### ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

9.1 LESSEE'S RESPONSIBILITIES. The Lessee, at Lessee's expense, shall at all times be responsible for the care, maintenance and repair of the Premises, including the Improvements thereon, whether preexisting or placed thereon by the Lessee, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The Lessee, at Lessee's expense, shall at all times:

a. Keep the Premises, the Improvements and the personal property thereon, in a clean, neat and sanitary condition.

- b. Provide and maintain on the Premises all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.
- c. Repair any damage arising from the operations of the Lessee to the paving or other surface of the Premises or the Airport, including any damage caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.
- d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the Premises not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.
- e. Maintain and repair all utility lines and equipment placed upon the Premises.
- f. Maintain the Improvements and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.
- g. Be responsible for any environmental cleanup required by any act or omission of the Lessee or Lessee's employees, sublessee, invitees or agents, or arising out of Lessee's operations on the Premises or at the Airport.
- h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.
- i. Be responsible for repair and maintenance of aprons on the Premises.

9.2 TIME REQUIREMENTS FOR REPAIRS. The Lessee shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the Premises, including the Improvements, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the Premises, including the Improvements. As used herein, minor damage shall be damage to the Premises or the Improvements which would cost Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the Premises or the Improvements which would cost in excess of Five Hundred Dollars (\$500.00) to repair. The Lessee, for good cause, may request from the Airport Director an extension of time to complete repairs. Any such extension shall be granted at the sole discretion of the Airport Director. Notwithstanding the above, emergency repairs shall be conducted by the Lessee as soon as possible when required to preserve the Premises and the Improvements.

9.3 LESSEE'S FAILURE TO MAINTAIN. The Lessee's failure to care for, maintain and repair the Premises or the Improvements within thirty (30) days following the receipt of written notice from the City describing the failure to care for, maintain and repair and any demand for curative action, or in the event the Lessee, upon commencement of curative action, fails to diligently continue to complete the curative action required by the City shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In addition, the City may, at its option, and in addition to any

remedies otherwise available to it, enter the Premises or the Improvements without such entering causing or constituting a cancellation of this Lease or an interference with the Lessee's possession, and care for, maintain or repair all or any part of the Premises or the Improvements which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the Lessee shall pay the City, upon written demand, all sums incurred by the City to care for, maintain or repair the Premises or the Improvements together with interest at the rate of eighteen percent (18%) per year from the date of the City's written demand for payment until paid. The Lessee's failure to pay the City, upon written demand, all sums incurred by the City plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Furthermore, should the City undertake any work hereunder, the Lessee waives any claims for damages, consequential or otherwise, against the City as a result therefrom, except claims for damages arising from the City's negligence. The foregoing shall in no way affect or alter the continuing obligations of the Lessee as set forth in this Lease and shall not impose or be construed to impose upon the City any obligation to care for, maintain or repair the Premises or the Improvements.

#### ARTICLE 10 – PAINTING

Unless otherwise agreed to in writing between the City and the Lessee, the Lessee, at Lessee's cost and expense, shall paint the exterior of its building within five (5) years of the execution of this Lease. Paint shall be of a quality recommended by the manufacturer for metal buildings. Color is to be approved in writing by the Airport Director as determined by the Airport Commission.

#### ARTICLE 11 - ACCESS TO PREMISES

The Lessee agrees to and shall permit the City, the State of Wisconsin and the United States Government to send their representatives and employees onto the Premises and any Improvements thereon, for the purpose of an inspection thereof. In nonemergency situations, the Lessee shall be provided with reasonable advance notice of an inspection if the Lessee is available to receive such notice.

#### ARTICLE 12 - GOVERNMENTAL REGULATIONS

12.1 LAWS, RULES, REGULATIONS AND ORDERS. From time to time, the City may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The Lessee agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the Lessee's officers, agents, employees, sublessee, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, party, firm or corporation that fails or refuses to obey and

comply with any such laws, rules, regulations and orders.

12.2 SAFETY. The Lessee shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The Lessee agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the Premises and the Improvements and to require the Lessee's officers, agents, employees, sublessee, contractors, and suppliers to obey the same. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

12.3 LICENSES, CERTIFICATES AND PERMITS. The Lessee, at Lessee's expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the City, having jurisdiction over the Premises, the Improvements, or the Lessee's operations at the Premises.

12.4 TAXES AND FEES. The Lessee shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the Premises, the Improvements, or the Lessee's operations hereunder, and shall make all applications, reports and returns required in connection therewith. The Lessee shall pay when due all stormwater management fees imposed on the Premises.

#### ARTICLE 13 – UTILITIES

The Lessee shall pay for all utilities furnished to the Premises including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The Lessee will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other City property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the City requires all utility pipes, wires and conduits to be underground. The Lessee will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The City shall allow the providers of all utilities reasonable access to the boundaries of the Premises for the installation of utility service.

#### ARTICLE 14 - REGULATORY SIGNS

The Lessee, at no charge, shall permit the City to place such regulatory signs on the Premises as the City shall deem appropriate at the City's expense, but under no conditions shall said signs be attached to any building or structure of the Lessee without the Lessee's advance written permission. The Lessee shall not place or erect any signs on or about the Premises or the Improvements without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

#### ARTICLE 15 – SANITATION

The Lessee shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at Lessee's expense. The Lessee shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the Premises. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the Premises, outside of a fully enclosed building or structure, is strictly prohibited.

#### ARTICLE 16 - SNOW REMOVAL

The Lessee, at Lessee's expense, shall be responsible for removal of snow from the Premises. The City shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The City shall incur no liability to the Lessee by reason of any failure on the part of the City to meet its snow removal obligations when the City has made a good faith effort to do so.

#### ARTICLE 17 - QUIET ENJOYMENT

The City covenants and agrees, so long as the Lessee shall duly and punctually perform and observe all the terms and conditions of this Lease, that the Lessee shall peaceably and quietly have, hold and enjoy the Premises, subject to the right of the City to use and inspect the Premises, and to exercise any other rights provided and reserved to the City pursuant to this Lease.

#### ARTICLE 18 - RIGHTS OF ENTRY RESERVED

The City, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at Lessee's expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the Premises or the Improvements, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the City, be necessary or advisable, and use the Premises for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the City shall not unreasonably interfere with the use and occupancy of the Premises or the Improvements by the Lessee. It is specifically understood and agreed that the reservation of such rights by the City pursuant to this Article 18 shall not impose or be construed to impose upon the City an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the Premises or the Improvements.

#### ARTICLE 19 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

The City reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the City sees fit together with the right to take any action the City considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The City may prevent the Lessee from erecting or permitting the erection of

any Improvements on the Premises which, in the City's opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

#### ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT

The City shall not be liable to the Lessee for money damages arising out of any interruption in the Lessee's use or enjoyment of the Premises or the Improvements by reason of any damage to the Premises or the Improvements, unless such damage is the result of an action by a City employee or agent performing a duty or task for the City, and, in that event, the City shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the Premises is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

#### ARTICLE 21 - NATURAL DISASTER

The Lessee's obligations during the term of this Lease shall neither abate nor be suspended by virtue of any damage to the Premises or the Improvements resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the Lessee cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the Lessee cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the Lessee cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

#### ARTICLE 22 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the City shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

#### ARTICLE 23 - LIABILITY INSURANCE

23.1 INSURANCE REQUIRED. The Lessee shall procure and maintain during the Term of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed

by the Office of the Commissioner of Insurance.

**23.2 PROOF OF INSURANCE.** The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the City as an "additional insured", and proof of payment of all premiums to the Airport Director for approval. The Lessee shall provide the City with an additional insured endorsement certifying that the City is an additional insured with respect to the insurance coverages required by this Article 23. At least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 23 becomes due and payable, the Lessee shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

**23.3 INCREASED COVERAGE.** The City reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the Lessee whenever the Airport Minimum Standards covering the Lessee's operations are enacted which adopt or increase the minimum insurance requirements, and the Lessee shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

**23.4 FAILURE TO MAINTAIN INSURANCE.** In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the City in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 23 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the Lessee in Article 25.

**23.5 REQUIRED MINIMUM COVERAGE.** The following minimum insurance coverages must be in effect and continue in effect during the Term of this Lease:

- a. Commercial General Liability  
\$1,000,000 Each Occurrence and \$1,000,000 per passenger seat having the following coverages:

- i. Premises and Operations including Hangarkeepers
  - ii. Independent Contractor and Subcontractor
  - iii. Products and Completed Operations
  - iv. Contractual Liability
  - v. Death and Personal Injury
- b. Automobile Liability  
 \$1,000,000 Single Limit each accident for death and bodily injury and  
 \$500,000 single limit each accident for property damage having the  
 following coverages:
- i. Owned Automobiles
  - ii. Hired Automobiles
  - iii. Non-Owned Automobiles
- c. Worker's Compensation: Statutory Limits
- 1. Employer's Liability
    - \$100,000 Each Accident
    - \$100,000 Disease, Each Employee
    - \$500,000 Disease, Policy Limit
- d. Environmental Liability (where aviation fuel or other petroleum product is dispensed on the Premises, the Ramp Parking Permit Area, the Self-Serve Fuel Farm Area or the Airport fuel farm) \$1,000,000 Each Occurrence, including third party bodily injury and property damage protection and resulting cleanup as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

#### ARTICLE 24 - INSURANCE OF IMPROVEMENTS

24.1 INSURANCE REQUIRED. The Lessee shall procure and maintain during the Term of this Lease insurance protection on all Improvements on the Premises to the extent of one hundred (100%) percent of the insurable replacement value of the Improvements. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

24.2 PROOF OF INSURANCE. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums to the Airport Director for approval. If no insurable Improvements exist on the Premises at the commencement of this Lease, the Lessee shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums the Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least thirty (30) days before the expiration date of any insurance policy required by this Article 24, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 24 becomes due and payable, the Lessee shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by

this Article 24 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

**24.3 FAILURE TO MAINTAIN INSURANCE.** In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the City, in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 24 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the Lessee in Article 25.

**24.4 DAMAGE ELECTION BY LESSEE.** Should any Improvements on the Premises, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the Lessee shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the Improvements. The Lessee shall notify the City of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

**24.5 LESSEE'S OBLIGATIONS.** Except as otherwise provided in Article 20 of this Lease, in the event of damage or destruction to Improvements on the Premises, the City shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by the Lessee on the Premises pursuant to this Lease. Nothing contained herein shall be deemed to release the Lessee from any of the Lessee's repair, maintenance or rebuilding obligations under this Lease.

**24.6 ABATEMENT OF RENT.** In the event the Lessee elects to repair, replace or rebuild the Improvements, during the period thereof, the rent shall be proportionately abated from the date of loss until the Improvements are repaired, restored or rebuilt, provided the Lessee does not use the damaged Premises, with or without Improvements, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the City. The Lessee agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the Lessee's control.

**24.7 RESTORATION OF PREMISES.** In the event the Lessee elects not to repair, replace or rebuild the damaged Improvements, the Lessee shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the Lessee's and the City's unaccrued obligations hereunder shall cease. If the Lessee does not elect to repair, replace or rebuild the damaged Improvements within the above referenced one hundred twenty (120) day period of time, the Lessee shall be deemed to have elected not to repair, replace or rebuild the damaged Improvements, and the City may elect to restore the

Premises to their original condition and elevation at the cost and expense of the Lessee, whereupon this Lease shall be deemed terminated.

#### ARTICLE 25 - INDEMNITY AND HOLD HARMLESS

The Lessee does hereby agree that it will, at all times, during the Term of this Lease, indemnify, defend, and hold harmless the City, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the Premises, the Improvements, or as a result of any operations, works, acts or omissions performed on the Premises, the Improvements, or on the Airport by the Lessee, its officers, employees, sublessee, contractors, subcontractors, agents, invitees or permitted users, or resulting from the Lessee's failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the Premises or the Improvements thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the City, the Airport Commission, or any of their officers or employees. Upon the filing with the City of a claim for damages arising out of any incident(s) which the Lessee herein agrees to indemnify, defend, and hold the City and others harmless, the City shall notify the Lessee of such claim, and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and the City. It is specifically agreed, however that the City, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the City, the Airport Commission, or any of their officers or employees for any cause for which the Lessee is liable hereunder, shall be conclusive against the Lessee as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

#### ARTICLE 26 - ASSIGNMENT/SUBLEASE

The Lessee may sublease all or a portion of this Lease to AVP/Kenosha Aviation, LLC, a Wisconsin limited liability company, for the purpose of operating the Premises as a Fixed Base Operator pursuant to Article 5.1 of this Lease. The Lessee shall provide a copy of the sublease with AVP/Kenosha Aviation, LLC to the Airport Commission and the City. Notwithstanding the foregoing, the Lessee may not assign or sublease the Ramp Parking Permit Area, Self-Serve Fuel Farm Area or its fuel tanks at the Airport fuel farm separately from an approved assignment or sublease of this entire Lease. No other assignment or sublease is permitted without the prior written consent of the Airport Commission and the City. Any unauthorized assignment or sublease shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the Lessee of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent

with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the Lessee under this Lease.

#### ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the Lessee to provide the Airport Director Fuel delivery invoices pursuant to Article 3.4, or to pay the Tank Fee or Fuel Fee pursuant to Articles 3.3 and 3.4 shall at the option of the City subject the Lessee's fueling privileges or this entire Lease to termination. Failure on the part of the Lessee to observe the terms and conditions of Article 5.8 regarding the Ramp Parking Permit Area shall at the option of the City subject the Lessee's use of the Ramp Parking Permit Area, including any common use thereof authorized by the Lessee, or this entire Lease to termination. Failure on the part of the Lessee to pay any other sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Lessee shall have twenty (20) days following its receipt of written notice from the City to pay any of the sums due and owing under the terms and conditions of this Lease prior to the termination of fueling privileges, termination of use of the Ramp Parking Permit Area, or termination of this Lease all as provided for under this Article 27. Lessee shall have thirty (30) days following its receipt of written notice from the City to cure any other breach of the terms and conditions of this Lease to the satisfaction of the City prior to termination of fueling privileges, termination of use of the Ramp Parking Permit Area, or termination of this Lease all as provided for under this Article 27. In the event the Lessee's breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the City and the Lessee acts within said thirty (30) days with due diligence to cure the breach, then the Lessee shall not be deemed in default as long as the Lessee is acting diligently to cure the breach. In the event the Lessee fails to cure any breach within the time provided, the City, in addition to all other rights and remedies available to the City at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the Premises and remove all persons and property and the City shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the Lessee shall have the option subject to the approval of the Airport Commission and the Common Council of:

- a. Transferring all Improvements to a third party at fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering the Premises and all Improvements to the City at no cost to the City; or,
- c. Removing all Improvements from the Premises within one hundred twenty (120) days of termination of this Lease. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

The City shall be entitled to collect from the Lessee all attorneys fees and expenses incurred by the City in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the City.

## ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 27 are not approved upon termination of this Lease for any reason, the Premises and the Improvements shall revert to the City without further action of the Common Council. In the event the Lessee ceases to exist, terminates its operations, or discontinues use of the Premises or the Improvements for six (6) months, this Lease shall be subject to termination by the City, absent a duly authorized and approved assignment or release of this provision by the City. Upon such termination, the Premises and the Improvements shall revert to the City without further action of the Common Council.

## ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY

29.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE. Neither this Lease, nor any interest of the Lessee hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

29.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 29.1, the Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the Lessee and if against the Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the Lessee is a party, with authority to take possession or control of the Premises or the Improvements of the business conducted thereon by the Lessee, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or involuntary assignment prohibited by the provisions of the preceding Article 29.1 shall be deemed to constitute a breach of this Lease by the Lessee and City shall, at its discretion, have the right, without notice or entry or other action, to terminate this Lease and all rights of the Lessee, and all persons and parties claiming under the Lessee, in and to the Premises and the Improvements.

## ARTICLE 30 – NONDISCRIMINATION

30.1 In the event Improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such Improvements and services in compliance with all requirements imposed 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, as said regulations now exist and may be amended in the future.

30.2 The Lessee agrees that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or

the Improvements contrary to federal, state or local law, rule or regulation.

30.3 The Lessee agrees that in the construction of any Improvements on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.

30.4 The Lessee agrees that the Premises and the Improvements shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

30.5 The City reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

30.6 The Lessee shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the Lessee operates any Improvement at the Premises and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such agreement.

30.7 The Lessee shall indemnify, defend, and hold harmless the City and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the Lessee's noncompliance with any of the provisions of this Article 30 and the Lessee shall reimburse the City for any loss, expense or attorney fees incurred by reason of the Lessee's noncompliance.

30.8 The Lessee assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The Lessee assures that it will require that covered suborganizations provide assurances to the Lessee that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

#### ARTICLE 31 – CONTRACTORS

Contractors of the Lessee shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Premises and the Improvements.

#### ARTICLE 32 – BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the Parties and be binding upon their successors.

#### ARTICLE 33 – SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

#### ARTICLE 34 – INTEGRATION

This Lease is fully integrated embodying the entire agreement between the Parties and any written or oral understandings to the contrary shall be of no force or effect.

#### ARTICLE 35 - NONWAIVER OF RIGHTS

The failure of either Party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

#### ARTICLE 36 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the City or the Lessee in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The Parties agree that each Party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one Party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the City.

#### ARTICLE 37 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

#### ARTICLE 38 – NOTICE

Any notice required to be given in this Lease by any of the Parties is to be by certified mail with return receipt or by personal service addressed to the Lessee or the City as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Lessee: Alan S. Kubicka, Manager  
9894 Properties LLC  
525 Elm Street  
Winnetka, IL 60093

Copy to: Larry Borchardt  
9894 Properties LLC  
9894 52<sup>nd</sup> Street  
Kenosha, WI 53144

If to City: City Clerk/Treasurer  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 105  
Kenosha, Wisconsin 53140

With copies to: Airport Director  
Kenosha Regional Airport  
9900 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144-7430

Office of the City Attorney  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, Wisconsin 53140

#### ARTICLE 39 -- AUTHORITY

The City enters into this Lease by authorization of action taken by the Airport Commission on the \_\_\_\_ day of \_\_\_\_\_, 2016, and by action taken by the Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2016.

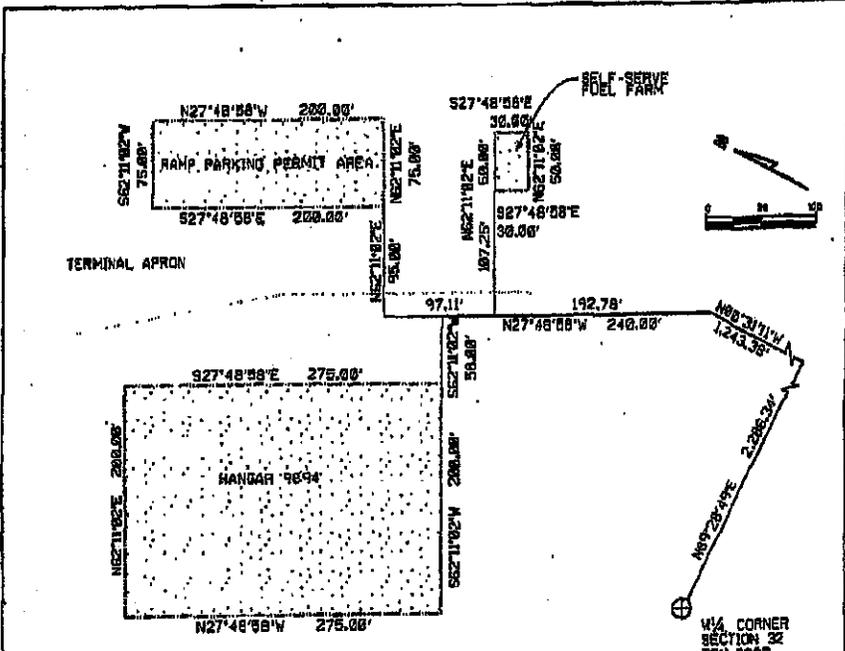
The Lessee represents to the City that the Lessee is a Wisconsin limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of 9894 Properties LLC have timely taken place.

*Signature pages follow*





EXHIBIT A



**HANGAR 9894 LEASE DESCRIPTION**

A parcel of land located in the NE¼-NW¼ of Section 32, T2N, R22E, Township of Bomers, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the West ¼ corner of said Section 32; thence N 89°-28'-49" E, along the south line of said NW¼, 2,286.34 feet; thence N 00°-31'-11" W, 1,243.38 feet to the centerline - centerline intersection of Taxway J and G; thence N 27°-48'-58" W, along the centerline of Taxway G, 249.80 feet; thence S 62°-11'-02" E, 50.00 feet to the point of beginning; thence continuing S 62°-11'-02" E, 200.00 feet; thence N 27°-48'-58" W, 275.00 feet; thence N 62°-11'-02" E, 200.00 feet; thence S 27°-48'-58" E, 275.00 feet to the point of beginning.

Parcel contains 65,200 square feet, more or less.

**RAMP PARK PERMIT AREA DESCRIPTION**

A parcel of land located in the NE¼-NW¼ of Section 32, T2N, R22E, Township of Bomers, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the West ¼ corner of said Section 32; thence N 89°-28'-49" E, along the south line of said NW¼, 2,286.34 feet; thence N 00°-31'-11" W, 1,243.38 feet to the centerline - centerline intersection of Taxway J and G; thence N 27°-48'-58" W, along the centerline of Taxway G, 249.80 feet; thence N 62°-11'-02" E, 45.00 feet to the point of beginning; thence continuing N 62°-11'-02" E, 75.00 feet; thence N 27°-48'-58" W, 200.00 feet; thence S 62°-11'-02" W, 75.00 feet; thence S 27°-48'-58" E, 200.00 feet to the point of beginning.

Parcel contains 15,000 square feet, more or less.

**SELF-SERVE FUEL FARM AREA DESCRIPTION**

A parcel of land located in the NE¼-NW¼ of Section 32, T2N, R22E, Township of Bomers, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the West ¼ corner of said Section 32; thence N 89°-28'-49" E, along the south line of said NW¼, 2,286.34 feet; thence N 00°-31'-11" W, 1,243.38 feet to the centerline - centerline intersection of Taxway J and G; thence N 27°-48'-58" W, along the centerline of Taxway G, 192.78 feet; thence N 62°-11'-02" E, 107.25 feet to the point of beginning; thence continuing S 62°-11'-02" E, 50.00 feet; thence N 27°-48'-58" W, 30.00 feet; thence S 62°-11'-02" W, 50.00 feet; thence S 27°-48'-58" E, 30.00 feet to the point of beginning.

Parcel contains 1,000 square feet, more or less.



Mead & Hunt, Inc.  
6501 Nettis Road, Suite 101  
Madison, Wisconsin 53719-2700  
Phone: 608-273-6360  
Fax: 608-273-6391

**KENOSHA REGIONAL AIRPORT**  
**HANGAR 9894**  
**LEASE DESCRIPTION**

Revised 11/14/2008  
Dwg. No. N91055-S10  
Sheet 1 of 1  
Job No. K81-10-98A  
K81\*6A10.DGN

**3. Agreement of Sublease between 9894 Properties LLC  
and AVP/Kenosha Aviation LLC #9894**

## AGREEMENT OF SUBLEASE

This Agreement of Sublease ("Agreement") is made the 1<sup>st</sup> day of November, 2016 by and between 9894 Properties LLC, a Wisconsin limited liability company, ("Sublessor"), and AVP/ Kenosha Aviation LLC, a Wisconsin limited liability company, ("Sublessee").

### BACKGROUND

A. By that certain Lease dated October \_\_\_\_, 2016 (the "Lease"), between the City of Kenosha, Wisconsin, a municipal corporation ("Landlord"), as landlord, and Sublessor, as tenant, Sublessor leased from Landlord approximately 56,500 square feet of land (the "Premises") located at 9894 52<sup>nd</sup> Street, Kenosha, Wisconsin (the "Property"), as more particularly described in the Lease, at the rental and upon the terms and conditions set forth in the Lease.

B. Sublessor desires to sublease the Premises to Sublessee to operate as a fixed based operator ("FBO") upon the terms and conditions set forth herein.

Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings established the Lease.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

1. Sublessor's Representations. In order to induce Sublessee to enter into this Sublease, Sublessor represents and warrants to Sublessee that: (a) the Lease comprises the entire understanding and agreement of Landlord and Sublessor with respect to the Premises, and (b) neither Landlord nor Sublessor is in default under the Lease, and there exists no state of facts and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default by either Landlord or Sublessor under the Lease.

2. Sublease. Sublessor hereby leases to Sublessee, and Sublessee hereby leases from Sublessor, the Premises for the period commencing November 1, 2016 ("Commencement Date") and ending on October 31, 2041 ("Expiration Date") upon the terms and conditions set forth herein and at all times subject to the Lease. Sublessee, for the benefit of Sublessor and Landlord, hereby agrees that the Lease is incorporated herein by reference, and Sublessee agrees further to be bound by all of the terms, covenants and conditions on the part of "Lessee" to be done, performed and observed under the Lease with respect to the Premises. Notwithstanding the Expiration Date established in the preceding sentence, this Agreement shall, unless Landlord elects otherwise, terminate immediately upon the termination or expiration of the Lease.

3. Use. It is the intention of Sublessor and Sublessee that Sublessee shall operate a Fixed Based Operation in accordance with the requirements of the Kenosha Regional Airport and the Federal Aviation Regulations, using the Premises. Accordingly, Sublessee assumes all responsibility to maintain proper licenses and authorizations, and to at all times comply with applicable requirements, including those set forth in the Lease, in order to conduct such Fixed

Based Operation. Failure by Sublessee at any time to maintain proper authority to conduct such Fixed Based Operation shall result in termination of this Sublease upon written notice from Sublessor, which is not cured within 30 days after receipt of such notice.

4. Rent.

4.1 Sublessee shall pay Sublessor an annual rental equal to the Rent described in the Lease, payable at the times set forth in the Lease, at the office of Sublessor or such other place as Sublessor may designate, without any set off, counterclaim or deduction whatsoever. However, if Sublessor is entitled to rent abatement under the Lease due to casualty, then such abatement shall be extended to Sublessee.

4.2 The rent described in Section 4.1 shall be adjusted, from time to time, by the amount of any increase in the rent which Sublessor pays to Landlord in accordance with Article 3 of the Lease.

4.3 Sublessee shall be responsible for and shall timely pay to Landlord each of the charges described in the Lease for the FBO Operation, including Fuel Flowage Fees, Fuel Farm Facility Fees, and Parking Ramp Permit Fees.

5. Operating Expenses.

5.1 Sublessee shall be responsible for all of the care, maintenance and repair of the Premises, as well as all maintenance charges and operating expenses charged by Landlord to the Sublessor. Sublessee shall also pay all utility charges described in Article 13 of the Lease.

5.2 Sublessee shall be responsible for and shall perform all maintenance and repair and on termination of this Sublease, the Premises shall be returned to Sublessor in good condition and repair, ordinary wear and tear excepted.

6. Services. Sublessee shall look solely to Sublessor for all services to be rendered to Sublessee under the Lease.

7. Insurance.

Sublessee, at its sole expense, shall maintain for the benefit of Sublessor and Landlord, such policies of insurance (and in such form) as are required by the Lease with respect to the Subleased Premises, which policies shall be reasonably satisfactory to Sublessor and Landlord as to coverage and insurer. Each such policy shall name Sublessor and Landlord as additional insured parties.

8. Hold Harmless. Neither Sublessor nor Sublessee shall do or cause to be done, or suffer or permit any act or thing to be done, which may cause the Lease or the rights of Sublessor

or Sublessee to be canceled, terminated, forfeited or prejudiced or which may make the other party liable for any damages, claims, fines, penalties, costs or expenses thereunder. Each of the Sublessor and Sublessee shall indemnify and save harmless the other from all suits, actions, judgments, damages, claims, liabilities, awards, losses, fines penalties, costs, charges and expenses, including attorneys fees, that either may sustain by reason of the other's failure to perform the terms of this Agreement or the Lease or by reason of the breach by the other of any of the terms, covenants or conditions of this Agreement or the Lease except those arising out of the negligent acts or omissions of the party being indemnified.

9. Defaults. The provisions of the Lease relating to defaults and remedies are incorporated herein by reference as a separate paragraph of this Agreement and, for purposes of determining the parties' defaults and remedies hereunder, said provisions shall apply between Sublessor and Sublessee reading "Landlord" to mean Sublessor and "Lessee" to mean Sublessee.

10. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

11. Notices. Whenever it shall be necessary or desirable for either party to this Agreement to serve any notice or demand on the other party, such notice or demand shall be served by personal delivery or by certified mail, return receipt requested, or by overnight courier (such as Federal Express), next day delivery, addressed to the Premises. Each party shall provide to the other copies of all notices received by each from Landlord.

12. Amendments. No amendments shall be made to this Agreement without the prior written approval of Landlord in accordance with the terms of the Lease.

13. Counterparts. This Agreement may be executed in counterparts.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Agreement of Sublease as of the date first above written.

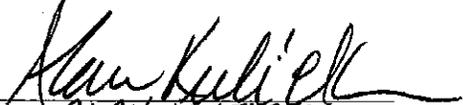
SUBLESSOR:

9894 PROPERTIES LLC, a Wisconsin limited liability company

By:   
Name: ALAN KUBICKA  
Title: Manager

SUBLESSEE:

AVP/ KENOSHA AVIATION LLC, a Wisconsin limited liability company

By:   
Name: ALAN KUBICKA  
Title: Manager

**4. Lease Termination Agreement between the City of Kenosha,  
Wisconsin and Frank A. Allseits Corporation #9940**

## LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this "Agreement") is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin ("City"), and Frank A. Allseits Corporation, an Illinois corporation, ("Lessee").

### RECITALS:

WHEREAS, the City operates the Kenosha Regional Airport (the "Airport") and owns the land upon which the Airport is located; and

WHEREAS, the City entered into a Lease with Frank A. Allseits Corporation fully executed as of December 19, 2008, whereby the City leased to Frank A. Allseits Corporation certain land at the Airport consisting of approximately 26,400 square feet commonly known as 9940 52<sup>nd</sup> Street and more particularly described on attached Exhibit A (the "Premises") for a term covering the period of January 1, 2009, through and including December 31, 2028; and

WHEREAS, Lessee has sold, or will sell, its airport hangar to 9894 Properties LLC, a Wisconsin limited liability company; and

WHEREAS, expressly conditioned upon the sale of the airport hangar to 9894 Properties LLC and the execution of a new lease for the Premises between 9894 Properties LLC and the City, the City and Lessee desire to cancel and terminate the existing Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Lessee agree as follows:

1. Recitals. The forgoing recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph.
2. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Lease.
3. Conflict or Inconsistency. In the event of conflict or inconsistency of the terms of the Lease and this Agreement, then the terms of this Agreement shall prevail.
4. Termination. Upon the closing of the sale of the airport hangar to 9894 Properties LLC, the payment to the City of all sums due and owing under the Lease through and including October 31, 2016, and the execution of a new lease between the City and 9894 Properties LLC, the Lease shall be terminated, and the Lessee shall be fully, completely and forever released from all duties, obligations and liabilities under the Lease. In the event the conditions for the termination of the Lease set forth in this paragraph 4 are not satisfied, this Agreement shall be null and void and the Lease shall remain in full force and effect.

5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Modification. This Agreement may not be modified or amended except by written agreement executed by the parties hereto.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.

9. Remedies. The parties hereto shall have the right to pursue any and all remedies at law and in equity with respect to enforcing any provision of this Agreement.

10. Attorneys' Fees. If any party hereto initiates legal proceedings to enforce any right under this Agreement, the prevailing party hereto in such proceeding shall be entitled to reimbursement of its reasonable attorneys' fees, costs and expenses from the non-prevailing party hereto.

11. Costs and Expenses. The parties hereto shall bear their own costs and expenses incurred in connection with the negotiation and execution of this Agreement, including but not limited to, any attorneys' fees and expenses.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)  
(SIGNATURES APPEAR ON THE FOLLOWING PAGE)



FRANK A. ALLSEITS CORPORATION  
an Illinois corporation

BY: *Jeffrey B. Milligan*  
Jeffrey B. Milligan, President

Date: September 19, 2016

STATE OF OHIO  
:SS.  
COUNTY OF Franklin

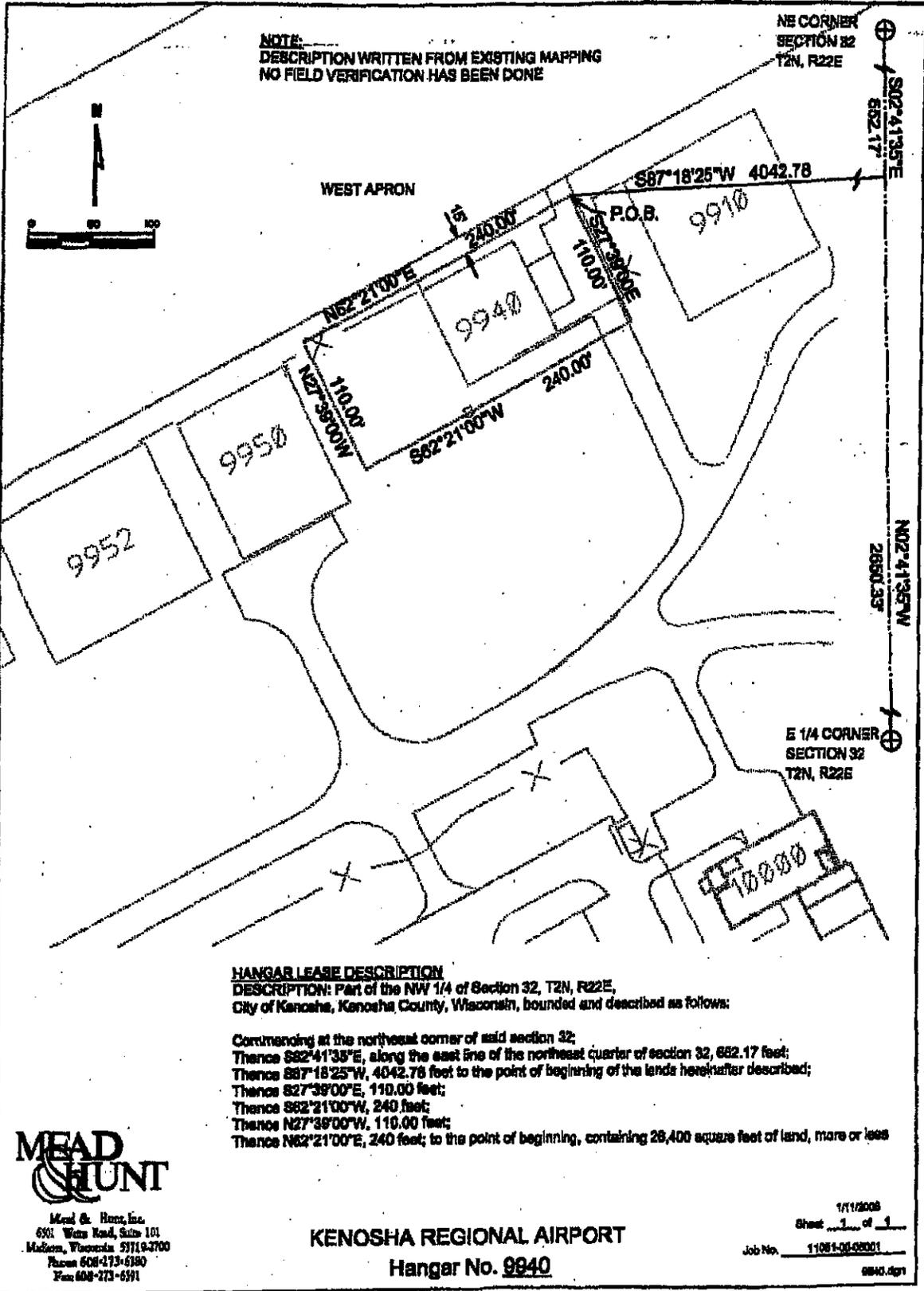
Personally came before me this 19 day of September, 2016,  
Jeffrey B. Milligan, to me known to be the President of Frank A. Allseits Corporation  
and acknowledged to me that they executed the foregoing instrument as the agreement of said  
corporation, by its authority.



*Lisa A. Henry*  
Print Name: Lisa A. Henry  
Notary Public, 19 September 2016  
My Commission expires/is: 3/22/2020

This document drafted by:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

EXHIBIT A



**NOTE:**  
DESCRIPTION WRITTEN FROM EXISTING MAPPING  
NO FIELD VERIFICATION HAS BEEN DONE



**HANGAR LEASE DESCRIPTION**

**DESCRIPTION:** Part of the NW 1/4 of Section 32, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of said section 32;  
Thence S82°41'35"E, along the east line of the northeast quarter of section 32, 662.17 feet;  
Thence S87°18'25"W, 4042.78 feet to the point of beginning of the lands hereinafter described;  
Thence S27°38'00"E, 110.00 feet;  
Thence S82°21'00"W, 240 feet;  
Thence S27°38'00"W, 110.00 feet;  
Thence N62°21'00"E, 240 feet; to the point of beginning, containing 28,400 square feet of land, more or less



Mead & Stunt, Inc.  
6501 West Road, Suite 101  
Madison, Wisconsin 53719-3700  
Phone 608-273-6180  
Fax 608-273-6591

**KENOSHA REGIONAL AIRPORT**  
Hangar No. 9940

1/11/2008  
Sheet 1 of 1  
Job No. 11081-00-02001  
9940.dgn

**5. Lease Agreement between the City of Kenosha, Wisconsin  
and 9894 Properties LLC #9940**

LEASE

Between

THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation

And

9894 PROPERTIES LLC  
A Wisconsin Limited Liability Company  
9940 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144

This Lease is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", and 9894 Properties LLC, a Wisconsin limited liability company, 9940 52<sup>nd</sup> Street, Kenosha, Wisconsin 53144, hereinafter referred to as "Lessee", collectively referred to as the Parties.

WITNESSETH:

Whereas, the City operates the Kenosha Regional Airport ("Airport"), and owns the land upon which the Airport is located; and,

Whereas, the Lessee currently leases the Premises located at 9894 52<sup>nd</sup> Street, Kenosha, Wisconsin consisting of an airport hangar and fuel farm for use as a Fixed Base Operator; and

Whereas, the Lessee desires to expand its operations at the Airport as a Fixed Base Operator; and

Whereas, in order to facilitate the expansion of its operations at the Airport as a Fixed Base Operator, the Lessee desires to enter into this Lease for the use and operation of the Premises located at 9940 52<sup>nd</sup> Street, Kenosha, Wisconsin consisting of an airport hangar approximately eighty one feet (81') by eighty two feet (82'), attached offices approximately twenty four feet (24') by forty one feet (41'), and a fuel farm as a Fixed Base Operator; and

Whereas, it is to the mutual advantage of the Parties to enter into this Lease.

Now, Therefore, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the City and the Lessee agree as follows:

## ARTICLE 1 – PREMISES

1.1 LAND. The City leases to the Lessee Sixteen Thousand Five Hundred (16,500) square feet of land located at 9940 52nd Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A" as the Hangar 9940 Lease Description hereinafter referred to as the "Premises".

1.2 ACCEPTANCE. The Lessee warrants that it has inspected the Premises and has found the Premises suitable for its intended purposes, as is, subject to the use limitations and obligations imposed by this Lease.

## ARTICLE 2 – TERM

2.1 TERM. The term of this Lease is for the period of November 1, 2016 through and including October 31, 2041, hereinafter referred to as the "Term". Between six (6) months and one (1) year prior to the expiration date of this Lease, the Lessee may request, in writing, that the City negotiate a new Lease. If timely notice is given to the City and the Lessee is in full compliance with this Lease, the City shall meet with the Lessee in good faith to negotiate a new Lease which may be for any Term agreed to by the Parties.

## ARTICLE 3 - RENT AND FEES

3.1 RENT. Subject to Article 3.5, the Lessee agrees to pay the City for the use and occupancy of the Premises rent in the annual sum of Three Thousand Three Hundred Dollars (\$3,300.00) based upon a charge of Twenty Cents (\$0.20) per square foot for the Premises. The rent shall be payable in equal semiannual installments of One Thousand Six Hundred Fifty Dollars (\$1,650.00) on or before January 1 and July 1 of each year during the Term of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52<sup>nd</sup> Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the City.

3.2 FUEL FARM FACILITY FEE. Subject to Article 3.5, the Lessee agrees to pay the City a fuel farm facility fee, for one (1) fuel tank, hereinafter referred to as the "Tank Fee" in the annual sum of Two Thousand Dollars (\$2,000.00). The Tank Fee shall be payable in equal quarterly installments of Five Hundred Dollars (\$500.00) on or before January 1, April 1, July 1 and September 1 of each year during the Term of this Lease.

3.3 FUEL FLOWAGE FEE. Subject to Article 3.5, the Lessee agrees to pay the City a fuel flowage fee, hereinafter referred to as the "Fuel Fee" in the sum of Eighteen Cents (\$0.18) per gallon for each gallon of gasoline, lubricants, and Jet A fuel, collectively the "Fuel" delivered to the Airport for Lessee's use. At the time of Fuel delivery, the Lessee shall provide the Airport Director a copy of the Fuel delivery invoice from the Fuel supplier showing the date of delivery, type of Fuel and number of gallons. The Lessee shall pay the Fuel Fee to the City within thirty (30) days of being invoiced by the City.

3.4 LATE PAYMENTS. Late payment of the rent, Tank Fee, or Fuel Fee shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half

percent (1 1/2%) per month, until paid in full.

3.5 RENT AND FEE ADJUSTMENT. The rent, Tank Fee and Fuel Fee may be adjusted from time to time during the Term of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Rent and fee adjustments shall not be inconsistent with other land leases at the Airport.

#### ARTICLE 4 – IMPROVEMENTS

4.1 DEFINITION. Improvements shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, underground fuel storage tanks, facilities, landscaping, and site modifications on the Premises.

4.2 PLANS AND SPECIFICATIONS. Plans and specifications for the construction of any Improvements shall be submitted to the Airport Commission and the City for approval. No work shall commence on the Improvements until all necessary approvals have been received and all required permits from the City have been obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing the construction of any Improvements, the Lessee shall procure and submit proof of the following insurance coverages to the Airport Director.

- a. Builder's All Risk Insurance in the amount of the full value of the Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,
- b. Liability Insurance protecting the Lessee and the City from claims for death, personal injury or property damage arising during the course of construction of the Improvements in accordance with the coverage requirements specified in this Lease.

4.4 CONSTRUCTION LIENS. The Lessee, in making Improvements upon the Premises, shall not grant permission for or permit any liens for labor or materials to attach to the Premises without the prior written consent of the City, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the Premises. In order to void such liens, the Lessee shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the Premises; the Lessee shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the Lessee from financing the Improvements subject to a security lien on the Improvements. However, the Lessee shall not permit any security lien to attach to the real estate upon which the Improvements are situated. Nothing contained herein shall preclude the Lessee or its contractor from, in good

faith, defending against claims by labor or material suppliers which it believes are unwarranted.

4.5 RISK OF LOSS. The Lessee assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the City arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the Lessee shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the City without cost or expense to the City.

4.6 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. The Lessee shall require its contractors who construct the Improvements to indemnify, defend, and hold harmless the City, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the Lessee involving the construction of the Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the City, or any of its officers, employees or agents.

4.7 INSPECTION. The City shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of interference can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.8 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the City, its officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the City and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and the City shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

4.9 UNAUTHORIZED IMPROVEMENTS. Should the Lessee make any Improvements without prior City approval, which are not satisfactory to the City, then, upon written notice to do so, the Lessee shall remove the same, or if agreed upon by the City, cause the same to be changed, modified or reconstructed to the satisfaction of the City. Should the Lessee fail to comply with such notice within sixty (60) days of receipt thereof, or should the Lessee commence to comply therewith and fail to pursue such work diligently to completion, the City may effect the removal, change, modification or reconstruction thereof, and the Lessee shall pay the cost thereof to the City, upon written demand together with interest at the highest rate permitted by law from the date of the City's written demand until paid.

4.10 OWNERSHIP, TRANSFER, SURRENDER OR REMOVAL OF IMPROVEMENTS. The Lessee shall own, have and retain title to all Improvements the Lessee

places upon the Premises. Upon expiration or termination of this Lease, the Lessee shall have the option, subject to the approval of the Airport Commission and Common Council of:

- a. Transferring all Improvements to a third party at a fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering all Improvements to the City at no cost to the City; or
- c. Removing all Improvements from the Premises within one hundred twenty (120) days of Lease termination. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

#### ARTICLE 5 - USE OF PREMISES

5.1 USE OF PREMISES. The Lessee shall use the Premises as a Fixed Base Operator in compliance with the Minimum Standards For Fixed Base Operator currently set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time and within the limits of Federal Aviation Administration Regulations. The Lessee shall store flammable materials in compliance with all city, state and federal laws, rules and regulations. The Lessee's use of the Premises as a Fixed Based Operator pursuant to this Lease is contingent upon the Lessee's continued use of the Premises at 9894 52<sup>nd</sup> Street, Kenosha, Wisconsin as a Fixed Base Operator. In the event the Lessee ceases to use and operate the Premises at 9894 52<sup>nd</sup> Street, Kenosha, Wisconsin as a Fixed Base Operator, or in the event the Lessee transfers the Improvements on the Premises which are the subject of this Lease to a third party, the continued use of the Premises as a Fixed Base Operator pursuant to this Lease shall terminate, continued use of the fuel farm on the Premises shall be prohibited, and the Lessee, at the Lessee's cost and expense, shall remove the underground fuel tank and the fuel pump from the Premises and shall restore the Premises to the condition prior to removal of the underground fuel tank and the fuel pump, in accordance with all applicable Federal and State environmental laws, rules and regulations and the Code of General Ordinances for the City of Kenosha. The Lessee's failure to comply with the provisions of this Article 5.1 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

5.2 NOISE STANDARDS FOR AIRCRAFT BASED ON PREMISES. The Lessee agrees that all aircraft used in conjunction with the Premises shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the City may promulgate.

5.3 LIMITATION ON AIRCRAFT REPAIR WORK OUTSIDE OF A HANGAR. All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than twelve (12) hours outside of a hangar without the prior permission of the Airport Director.

5.4 CHANGED USE. Except as otherwise provided in Article 5.1 of this Lease,

any change in the use of the Premises must have the prior written approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

**5.5 PROHIBITED USE.** Use of the Premises for storage of personal property which is not directly related to aviation operations, including but not limited to, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, and motor vehicles, irrespective of operating condition or license status, is strictly prohibited.

**5.6 NONEXCLUSIVE AIRPORT RIGHTS.** Except for the exclusive right of the Lessee to the use and possession of the Premises, no exclusive rights at the Airport are granted by this Lease. The Lessee shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport lessee.

**5.7 COMMON AREA OF AIRPORT.** The Lessee, its tenants and invitees shall have the right, in common with other authorized users, to use the common areas of the Airport, including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The Lessee, in common with other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the Lessee.

**5.8 FUEL FARM FACILITY.** The Lessee's use of the fuel farm facility on the Premises and the Airport fuel farm facility are subject to the following flowage standards:

- a. The Lessee, pursuant to accepted industry standards and methods, shall verify the proper grade of all Fuel delivered, ensure that all compartments and valves are sealed, check color and specifications of all Fuel and check truck sump for Fuel contamination.
- b. Check storage tanks on a daily basis for water and contamination and ensure that any water and contamination do not exceed industry accepted standards.
- c. Filter all turbine Fuel before placing in storage tanks.
- d. Remove Fuel through an industry approved filtration system.
- e. Equip filters with differential pressure measuring equipment.
- f. Color code, placard and identify all equipment, mobile and otherwise, in accordance with industry accepted standards.
- g. Perform a visual sump check of both tank and filter to determine contamination at the beginning of each day.
- h. Make a mechanical or chemical check for turbine Fuel.
- i. Make weekly, monthly, semi-annual and annual filtration equipment inspections

to determine that they meet industry accepted standards, and replace filtration equipment as required.

j. Maintain records of inspections in a form acceptable to the Airport Director and provide copies to the Airport Director upon request.

k. Provide safety facilities and adopt safety and training standards for personnel engaged in fueling operations as may be reasonably established by the City as a part of the certification requirements imposed upon the City by applicable Federal Aviation Administration Regulations.

l. The Lessee's failure to observe the provisions of this Article 5.8 shall be considered a material breach of this Lease thereby subject the Lessee's use of the fuel farm facility on the Premises and the Airport fuel farm facility to termination pursuant to Article 27 of this Lease.

#### ARTICLE 6 - INGRESS AND EGRESS

The Lessee shall have the right of ingress and egress to and from the Premises and the common areas of the Airport for the Lessee, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the Lessee. The Lessee shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The Lessee shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the Premises for trucks or any other vehicle.

#### ARTICLE 7 - PARKING AND STORAGE

The Lessee, at all times, shall park all vehicles used in connection with the Lessee's operations wholly on the Premises. Outdoor storage of the Lessee's personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

#### ARTICLE 8 - AIRCRAFT LIST

The Lessee shall provide the City Airport Director with a list of the aircraft N-numbers and types stored in the hangar, together with the names, addresses and telephone numbers for each aircraft owner, lessee or manager.

#### ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

9.1 LESSEE'S RESPONSIBILITIES. The Lessee, at Lessee's expense, shall at all times be responsible for the care, maintenance and repair of the Premises, including the Improvements thereon, whether preexisting or placed thereon by the Lessee, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this

Lease. The Lessee, at Lessee's expense, shall at all times:

- a. Keep the Premises, the Improvements and the personal property thereon, in a clean, neat and sanitary condition.
- b. Provide and maintain on the Premises all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.
- c. Repair any damage arising from the operations of the Lessee to the paving or other surface of the Premises or the Airport, including any damage caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.
- d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the Premises not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.
- e. Maintain and repair all utility lines and equipment placed upon the Premises.
- f. Maintain the Improvements and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.
- g. Be responsible for any environmental cleanup required by any act or omission of the Lessee or Lessee's employees, sublessee, invitees or agents, or arising out of Lessee's operations on the Premises or at the Airport.
- h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.
- i. Be responsible for repair and maintenance of aprons on the Premises.

9.2 TIME REQUIREMENTS FOR REPAIRS. The Lessee shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the Premises, including the Improvements, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the Premises, including the Improvements. As used herein, minor damage shall be damage to the Premises or the Improvements which would cost Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the Premises or the Improvements which would cost in excess of Five Hundred Dollars (\$500.00) to repair. The Lessee, for good cause, may request from the Airport Director an extension of time to complete repairs. Any such extension shall be granted at the sole discretion of the Airport Director. Notwithstanding the above, emergency repairs shall be conducted by the Lessee as soon as possible when required to preserve the Premises and the Improvements.

9.3 LESSEE'S FAILURE TO MAINTAIN. The Lessee's failure to care for, maintain and repair the Premises or the Improvements within thirty (30) days following the

receipt of written notice from the City describing the failure to care for, maintain and repair and any demand for curative action, or in the event the Lessee, upon commencement of curative action, fails to diligently continue to complete the curative action required by the City shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In addition, the City may, at its option, and in addition to any remedies otherwise available to it, enter the Premises or the Improvements without such entering causing or constituting a cancellation of this Lease or an interference with the Lessee's possession, and care for, maintain or repair all or any part of the Premises or the Improvements which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the Lessee shall pay the City, upon written demand, all sums incurred by the City to care for, maintain or repair the Premises or the Improvements together with interest at the rate of eighteen percent (18%) per year from the date of the City's written demand for payment until paid. The Lessee's failure to pay the City, upon written demand, all sums incurred by the City plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Furthermore, should the City undertake any work hereunder, the Lessee waives any claims for damages, consequential or otherwise, against the City as a result therefrom, except claims for damages arising from the City's negligence. The foregoing shall in no way affect or alter the continuing obligations of the Lessee as set forth in this Lease and shall not impose or be construed to impose upon the City any obligation to care for, maintain or repair the Premises or the Improvements.

#### ARTICLE 10 – PAINTING

Unless otherwise agreed to in writing between the City and the Lessee, the Lessee, at Lessee's cost and expense, shall paint the exterior of its building within five (5) years of the execution of this Lease. Paint shall be of a quality recommended by the manufacturer for metal buildings. Color is to be approved in writing by the Airport Director as determined by the Airport Commission.

#### ARTICLE 11 - ACCESS TO PREMISES

The Lessee agrees to and shall permit the City, the State of Wisconsin and the United States Government to send their representatives and employees onto the Premises and any Improvements thereon, for the purpose of an inspection thereof. In nonemergency situations, the Lessee shall be provided with reasonable advance notice of an inspection if the Lessee is available to receive such notice.

#### ARTICLE 12 - GOVERNMENTAL REGULATIONS

12.1 LAWS, RULES, REGULATIONS AND ORDERS. From time to time, the City may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The Lessee agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted

or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the Lessee's officers, agents, employees, sublessee, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

12.2 SAFETY. The Lessee shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The Lessee agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the Premises and the Improvements and to require the Lessee's officers, agents, employees, sublessee, contractors, and suppliers to obey the same. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

12.3 LICENSES, CERTIFICATES AND PERMITS. The Lessee, at Lessee's expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the City, having jurisdiction over the Premises, the Improvements, or the Lessee's operations at the Premises.

12.4 TAXES AND FEES. The Lessee shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the Premises, the Improvements, or the Lessee's operations hereunder, and shall make all applications, reports and returns required in connection therewith. The Lessee shall pay when due all stormwater management fees imposed on the Premises.

#### ARTICLE 13 – UTILITIES

The Lessee shall pay for all utilities furnished to the Premises including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The Lessee will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other City property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the City requires all utility pipes, wires and conduits to be underground. The Lessee will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The City shall allow the providers of all utilities reasonable access to the boundaries of the Premises for the installation of utility service.

#### ARTICLE 14 - REGULATORY SIGNS

The Lessee, at no charge, shall permit the City to place such regulatory signs on the Premises as the City shall deem appropriate at the City's expense, but under no conditions

shall said signs be attached to any building or structure of the Lessee without the Lessee's advance written permission. The Lessee shall not place or erect any signs on or about the Premises or the Improvements without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

#### ARTICLE 15 – SANITATION

The Lessee shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at Lessee's expense. The Lessee shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the Premises. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the Premises, outside of a fully enclosed building or structure, is strictly prohibited.

#### ARTICLE 16 - SNOW REMOVAL

The Lessee, at Lessee's expense, shall be responsible for removal of snow from the Premises. The City shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The City shall incur no liability to the Lessee by reason of any failure on the part of the City to meet its snow removal obligations when the City has made a good faith effort to do so.

#### ARTICLE 17 - QUIET ENJOYMENT

The City covenants and agrees, so long as the Lessee shall duly and punctually perform and observe all the terms and conditions of this Lease, that the Lessee shall peaceably and quietly have, hold and enjoy the Premises, subject to the right of the City to use and inspect the Premises, and to exercise any other rights provided and reserved to the City pursuant to this Lease.

#### ARTICLE 18 - RIGHTS OF ENTRY RESERVED

The City, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at Lessee's expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the Premises or the Improvements, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the City, be necessary or advisable, and use the Premises for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the City shall not unreasonably interfere with the use and occupancy of the Premises or the Improvements by the Lessee. It is specifically understood and agreed that the reservation of such rights by the City pursuant to this Article 18 shall not impose or be construed to impose upon the City an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the Premises or the Improvements.

## ARTICLE 19 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

The City reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the City sees fit together with the right to take any action the City considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The City may prevent the Lessee from erecting or permitting the erection of any Improvements on the Premises which, in the City's opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

## ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT

The City shall not be liable to the Lessee for money damages arising out of any interruption in the Lessee's use or enjoyment of the Premises or the Improvements by reason of any damage to the Premises or the Improvements, unless such damage is the result of an action by a City employee or agent performing a duty or task for the City, and, in that event, the City shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the Premises is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

## ARTICLE 21 - NATURAL DISASTER

The Lessee's obligations during the term of this Lease shall neither abate nor be suspended by virtue of any damage to the Premises or the Improvements resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the Lessee cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the Lessee cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the Lessee cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

## ARTICLE 22 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the City shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be

decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

#### ARTICLE 23 – LIABILITY INSURANCE

23.1 INSURANCE REQUIRED. The Lessee shall procure and maintain during the Term of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

23.2 PROOF OF INSURANCE. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the City as an “additional insured”, and proof of payment of all premiums to the Airport Director for approval. The Lessee shall provide the City with an additional insured endorsement certifying that the City is an additional insured with respect to the insurance coverages required by this Article 23. At least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 23 becomes due and payable, the Lessee shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

23.3 INCREASED COVERAGE. The City reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the Lessee whenever the Airport Minimum Standards covering the Lessee’s operations are enacted which adopt or increase the minimum insurance requirements, and the Lessee shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

23.4 FAILURE TO MAINTAIN INSURANCE. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the City in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 23 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the Lessee in Article 25.

23.5 REQUIRED MINIMUM COVERAGE. The following minimum insurance coverages must be in effect and continue in effect during the Term of this Lease:

- a. Commercial General Liability  
\$1,000,000 Each Occurrence and \$1,000,000 per passenger seat having the following coverages:
  - i. Premises and Operations including Hangarkeepers
  - ii. Independent Contractor and Subcontractor
  - iii. Products and Completed Operations
  - iv. Contractual Liability
  - v. Death and Personal Injury
  
- b. Automobile Liability  
\$1,000,000 Single Limit each accident for death and bodily injury and \$500,000 single limit each accident for property damage having the following coverages:
  - i. Owned Automobiles
  - ii. Hired Automobiles
  - iii. Non-Owned Automobiles
  
- c. Worker's Compensation: Statutory Limits
  - 1. Employer's Liability
    - \$100,000 Each Accident
    - \$100,000 Disease, Each Employee
    - \$500,000 Disease, Policy Limit
  
- d. Environmental Liability (where aviation fuel or other petroleum product is dispensed on the Premises, or the Airport fuel farm) \$1,000,000 Each Occurrence, including third party bodily injury and property damage protection and resulting cleanup as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

#### ARTICLE 24 - INSURANCE OF IMPROVEMENTS

24.1 INSURANCE REQUIRED. The Lessee shall procure and maintain during the Term of this Lease insurance protection on all Improvements on the Premises to the extent of one hundred (100%) percent of the insurable replacement value of the Improvements. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

24.2 PROOF OF INSURANCE. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums to the Airport Director for approval. If no insurable Improvements exist on the Premises at the commencement of this Lease, the Lessee shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums the

Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least thirty (30) days before the expiration date of any insurance policy required by this Article 24, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 24 becomes due and payable, the Lessee shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 24 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

**24.3 FAILURE TO MAINTAIN INSURANCE.** In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the City, in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 24 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the Lessee in Article 25.

**24.4 DAMAGE ELECTION BY LESSEE.** Should any Improvements on the Premises, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the Lessee shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the Improvements. The Lessee shall notify the City of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

**24.5 LESSEE'S OBLIGATIONS.** Except as otherwise provided in Article 20 of this Lease, in the event of damage or destruction to Improvements on the Premises, the City shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by the Lessee on the Premises pursuant to this Lease. Nothing contained herein shall be deemed to release the Lessee from any of the Lessee's repair, maintenance or rebuilding obligations under this Lease.

**24.6 ABATEMENT OF RENT.** In the event the Lessee elects to repair, replace or rebuild the Improvements, during the period thereof, the rent shall be proportionately abated from the date of loss until the Improvements are repaired, restored or rebuilt, provided the Lessee does not use the damaged Premises, with or without Improvements, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the City. The Lessee agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the Lessee's control.

**24.7 RESTORATION OF PREMISES.** In the event the Lessee elects not to repair, replace or rebuild the damaged Improvements, the Lessee shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot

below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the Lessee's and the City's unaccrued obligations hereunder shall cease. If the Lessee does not elect to repair, replace or rebuild the damaged Improvements within the above referenced one hundred twenty (120) day period of time, the Lessee shall be deemed to have elected not to repair, replace or rebuild the damaged Improvements, and the City may elect to restore the Premises to their original condition and elevation at the cost and expense of the Lessee, whereupon this Lease shall be deemed terminated.

#### ARTICLE 25 - INDEMNITY AND HOLD HARMLESS

The Lessee does hereby agree that it will, at all times, during the Term of this Lease, indemnify, defend, and hold harmless the City, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the Premises, the Improvements, or as a result of any operations, works, acts or omissions performed on the Premises, the Improvements, or on the Airport by the Lessee, its officers, employees, sublessee, contractors, subcontractors, agents, invitees or permitted users, or resulting from the Lessee's failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the Premises or the Improvements thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the City, the Airport Commission, or any of their officers or employees. Upon the filing with the City of a claim for damages arising out of any incident(s) which the Lessee herein agrees to indemnify, defend, and hold the City and others harmless, the City shall notify the Lessee of such claim, and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and the City. It is specifically agreed, however that the City, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the City, the Airport Commission, or any of their officers or employees for any cause for which the Lessee is liable hereunder, shall be conclusive against the Lessee as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

#### ARTICLE 26 - ASSIGNMENT/SUBLEASE

The Lessee may sublease all or a portion of this Lease to AVP/Kenosha Aviation, LLC, a Wisconsin limited liability company, for the purpose of operating the Premises as a Fixed Base Operator pursuant to Article 5.1 of this Lease. The Lessee shall provide a copy of the sublease with AVP/Kenosha Aviation, LLC to the Airport Commission and the City. Notwithstanding the foregoing, the Lessee may not assign or sublease the fuel farm facility on the Premises or its fuel tanks at the Airport fuel farm separately from an approved assignment or sublease of this entire Lease. No other assignment or sublease is permitted without the prior written consent of the Airport Commission and the City. Any unauthorized assignment or

sublease shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the Lessee of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the Lessee under this Lease.

#### ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the Lessee to provide the Airport Director Fuel delivery invoices pursuant to Article 3.3, or to pay the Tank Fee or Fuel Fee pursuant to Articles 3.2 and 3.3 shall at the option of the City subject the Lessee's fueling privileges or this entire Lease to termination. Failure on the part of the Lessee to pay any other sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Lessee shall have twenty (20) days following its receipt of written notice from the City to pay any of the sums due and owing under the terms and conditions of this Lease prior to the termination of fueling privileges or termination of this Lease all as provided for under this Article 27. Lessee shall have thirty (30) days following its receipt of written notice from the City to cure any other breach of the terms and conditions of this Lease to the satisfaction of the City prior to termination of fueling privileges or termination of this Lease all as provided for under this Article 27. In the event the Lessee's breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the City and the Lessee acts within said thirty (30) days with due diligence to cure the breach, then the Lessee shall not be deemed in default as long as the Lessee is acting diligently to cure the breach. In the event the Lessee fails to cure any breach within the time provided, the City, in addition to all other rights and remedies available to the City at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the Premises and remove all persons and property and the City shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the Lessee shall have the option subject to the approval of the Airport Commission and the Common Council of:

- a. Transferring all Improvements to a third party at fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering the Premises and all Improvements to the City at no cost to the City; or,
- c. Removing all Improvements from the Premises within one hundred twenty (120) days of termination of this Lease. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

The City shall be entitled to collect from the Lessee all attorneys fees and

expenses incurred by the City in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the City.

#### ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 27 are not approved upon termination of this Lease for any reason, the Premises and the Improvements shall revert to the City without further action of the Common Council. In the event the Lessee ceases to exist, terminates its operations, or discontinues use of the Premises or the Improvements for six (6) months, this Lease shall be subject to termination by the City, absent a duly authorized and approved assignment or release of this provision by the City. Upon such termination, the Premises and the Improvements shall revert to the City without further action of the Common Council.

#### ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY

29.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE. Neither this Lease, nor any interest of the Lessee hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

29.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 29.1, the Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the Lessee and if against the Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the Lessee is a party, with authority, to take possession or control of the Premises or the Improvements of the business conducted thereon by the Lessee, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or involuntary assignment prohibited by the provisions of the preceding Article 29.1 shall be deemed to constitute a breach of this Lease by the Lessee and City shall, at its discretion, have the right, without notice or entry or other action, to terminate this Lease and all rights of the Lessee, and all persons and parties claiming under the Lessee, in and to the Premises and the Improvements.

#### ARTICLE 30 – NONDISCRIMINATION

30.1 In the event Improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such Improvements and services in compliance with all requirements imposed 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, as said regulations now exist and may be amended in the future.

30.2 The Lessee agrees that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or the Improvements contrary to federal, state or local law, rule or regulation.

30.3 The Lessee agrees that in the construction of any Improvements on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.

30.4 The Lessee agrees that the Premises and the Improvements shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

30.5 The City reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

30.6 The Lessee shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the Lessee operates any Improvement at the Premises and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such agreement.

30.7 The Lessee shall indemnify, defend, and hold harmless the City and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the Lessee's noncompliance with any of the provisions of this Article 30 and the Lessee shall reimburse the City for any loss, expense or attorney fees incurred by reason of the Lessee's noncompliance.

30.8 The Lessee assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The Lessee assures that it will require that covered suborganizations provide assurances to the Lessee that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

#### ARTICLE 31 – CONTRACTORS

Contractors of the Lessee shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Premises and the Improvements.

#### ARTICLE 32 – BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the Parties and be binding upon their successors.

#### ARTICLE 33 – SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

#### ARTICLE 34 – INTEGRATION

This Lease is fully integrated embodying the entire agreement between the Parties and any written or oral understandings to the contrary shall be of no force or effect.

#### ARTICLE 35 - NONWAIVER OF RIGHTS

The failure of either Party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

#### ARTICLE 36 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the City or the Lessee in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The Parties agree that each Party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one Party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the City.

#### ARTICLE 37 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

#### ARTICLE 38 – NOTICE

Any notice required to be given in this Lease by any of the Parties is to be by certified mail with return receipt or by personal service addressed to the Lessee or the City as the

case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Lessee:	Alan S. Kubicka, Manager 9894 Properties LLC 525 Elm Street Winnetka, IL 60093
Copy to:	Larry Borchardt 9894 Properties LLC 9894 52 <sup>nd</sup> Street Kenosha, WI 53144
If to City:	City Clerk/Treasurer City of Kenosha Municipal Building 625 52 <sup>nd</sup> Street, Room 105 Kenosha, Wisconsin 53140
With copies to:	Airport Director Kenosha Regional Airport 9900 52 <sup>nd</sup> Street Kenosha, Wisconsin 53144-7430  Office of the City Attorney City of Kenosha Municipal Building 625 52 <sup>nd</sup> Street, Room 201 Kenosha, Wisconsin 53140

#### ARTICLE 39 – AUTHORITY

The City enters into this Lease by authorization of action taken by the Airport Commission on the \_\_\_\_ day of \_\_\_\_\_, 2016, and by action taken by the Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2016. This Lease is expressly conditioned upon the sale and closing of existing airport hangar and fuel farm on the Premises by October 31, 2016 between 9894 Properties LLC and Frank A. Allseits Corporation, the payment to the City of all sums due and owing under the existing Lease by Frank A. Allseits Corporation, and the execution of such documents deemed necessary by the City to terminate the existing Lease of Frank A. Allseits Corporation for the Premises.

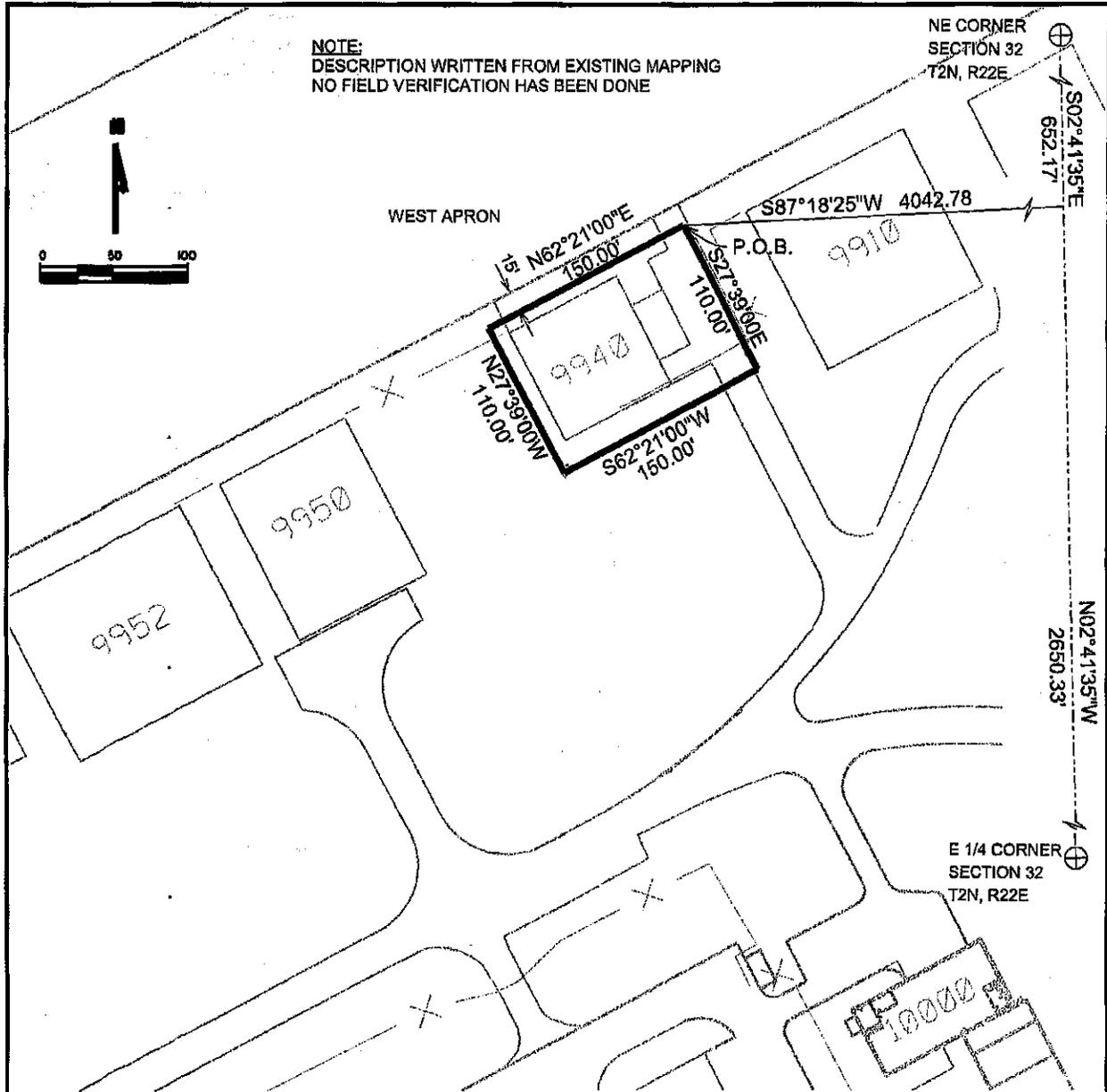
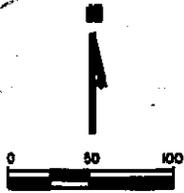
The Lessee represents to the City that the Lessee is a Wisconsin limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of 9894 Properties LLC have timely taken place.





EXHIBIT A

**NOTE:**  
DESCRIPTION WRITTEN FROM EXISTING MAPPING  
NO FIELD VERIFICATION HAS BEEN DONE



**HANGAR LEASE DESCRIPTION**

**DESCRIPTION:** Part of the NW 1/4 of Section 32, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of said section 32;  
Thence S82°41'35\"E, along the east line of the northeast quarter of section 32, 652.17 feet;  
Thence S87°18'25\"W, 4042.78 feet to the point of beginning of the lands hereinafter described;  
Thence S27°39'00\"E, 110.00 feet;  
Thence S62°21'00\"W, 150 feet;  
Thence N27°39'00\"W, 110.00 feet;  
Thence N62°21'00\"E, 150 feet; to the point of beginning, containing 16,500 square feet of land, more or less



Mead & Hunt, Inc.  
2440 Deming Way  
Middleton, Wisconsin 53562  
Phone: 608-273 6380

KENOSHA REGIONAL AIRPORT  
Hangar No. 9940

8/3/2016  
Sheet 1 of 1  
Job No. 11081-00-05001  
9940.dgn

**6. Agreement of Sublease between 9894 Properties LLC and  
AVP/Kenosha Aviation LLC #9940**

## AGREEMENT OF SUBLEASE

This Agreement of Sublease ("Agreement") is made the 1<sup>st</sup> day of November, 2016 by and between 9894 Properties LLC, a Wisconsin limited liability company, ("Sublessor"), and AVP/ Kenosha Aviation LLC, a Wisconsin limited liability company, ("Sublessee").

### BACKGROUND

A. By that certain Lease dated October \_\_, 2016 (the "Lease"), between the City of Kenosha, Wisconsin, a municipal corporation ("Landlord"), as landlord, and Sublessor, as tenant, Sublessor leased from Landlord approximately 16,500 square feet of land, including one underground 10,000 gallon fuel tank (the "Premises") located at 9940 52<sup>nd</sup> Street, Kenosha, Wisconsin (the "Property"), as more particularly described in the Lease, at the rental and upon the terms and conditions set forth in the Lease.

B. Sublessor desires to sublease the Premises to Sublessee to operate as a fixed based operator ("FBO") upon the terms and conditions set forth herein.

Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings established the Lease.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

1. **Sublessor's Representations.** In order to induce Sublessee to enter into this Sublease, Sublessor represents and warrants to Sublessee that: (a) the Lease comprises the entire understanding and agreement of Landlord and Sublessor with respect to the Premises, and (b) neither Landlord nor Sublessor is in default under the Lease, and there exists no state of facts and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default by either Landlord or Sublessor under the Lease.

2. **Sublease.** Sublessor hereby leases to Sublessee, and Sublessee hereby leases from Sublessor, the Premises for the period commencing November 1, 2016 ("Commencement Date") and ending on October 31, 2041 ("Expiration Date") upon the terms and conditions set forth herein and at all times subject to the Lease. Sublessee, for the benefit of Sublessor and Landlord, hereby agrees that the Lease is incorporated herein by reference, and Sublessee agrees further to be bound by all of the terms, covenants and conditions on the part of "Lessee" to be done, performed and observed under the Lease with respect to the Premises. Notwithstanding the Expiration Date established in the preceding sentence, this Agreement shall, unless Landlord elects otherwise, terminate immediately upon the termination or expiration of the Lease.

3. **Use.** It is the intention of Sublessor and Sublessee that Sublessee shall operate a Fixed Based Operation in accordance with the requirements of the Kenosha Regional Airport and the Federal Aviation Regulations, using the Premises. Accordingly, Sublessee assumes all responsibility to maintain proper licenses and authorizations, and to at all times comply with applicable requirements, including those set forth in the Lease, in order to conduct such Fixed

Based Operation. Failure by Sublessee at any time to maintain proper authority to conduct such Fixed Based Operation shall result in termination of this Sublease upon written notice from Sublessor, which is not cured within 30 days after receipt of such notice.

4. Rent.

4.1 Sublessee shall pay Sublessor an annual rental equal to the Rent described in the Lease, payable at the times set forth in the Lease, at the office of Sublessor or such other place as Sublessor may designate, without any set off, counterclaim or deduction whatsoever. However, if Sublessor is entitled to rent abatement under the Lease due to casualty, then such abatement shall be extended to Sublessee.

4.2 The rent described in Section 4.1 shall be adjusted, from time to time, by the amount of any increase in the rent which Sublessor pays to Landlord in accordance with Article 3 of the Lease.

4.3 Sublessee shall be responsible for and shall timely pay to Landlord each of the charges described in the Lease for the FBO Operation, including Fuel Flowage Fees, and Fuel Farm Facility Fees.

5. Operating Expenses.

5.1 Sublessee shall be responsible for all of the care, maintenance and repair of the Premises, as well as all maintenance charges and operating expenses charged by Landlord to the Sublessor. Sublessee shall also pay all utility charges described in Article 13 of the Lease.

5.2 Sublessee shall be responsible for and shall perform all maintenance and repair and on termination of this Sublease, the Premises shall be returned to Sublessor in good condition and repair, ordinary wear and tear excepted.

6. Services. Sublessee shall look solely to Sublessor for all services to be rendered to Sublessee under the Lease.

7. Insurance.

Sublessee, at its sole expense, shall maintain for the benefit of Sublessor and Landlord, such policies of insurance (and in such form) as are required by the Lease with respect to the Subleased Premises, which policies shall be reasonably satisfactory to Sublessor and Landlord as to coverage and insurer. Each such policy shall name Sublessor and Landlord as additional insured parties.

8. Hold Harmless. Neither Sublessor nor Sublessee shall do or cause to be done, or suffer or permit any act or thing to be done, which may cause the Lease or the rights of Sublessor or Sublessee to be canceled, terminated, forfeited or prejudiced or which may make the other party liable for any damages, claims, fines, penalties, costs or expenses thereunder. Each of the Sublessor and Sublessee shall indemnify and save harmless the other from all suits, actions, judgments, damages, claims, liabilities, awards, losses, fines penalties, costs, charges and expenses, including attorneys fees, that either may sustain by reason of the other's failure to perform the terms of this Agreement or the Lease or by reason of the breach by the other of any of the terms, covenants or conditions of this Agreement or the Lease except those arising out of the negligent acts or omissions of the party being indemnified.

9. Defaults. The provisions of the Lease relating to defaults and remedies are incorporated herein by reference as a separate paragraph of this Agreement and, for purposes of determining the parties' defaults and remedies hereunder, said provisions shall apply between Sublessor and Sublessee reading "Landlord" to mean Sublessor and "Lessee" to mean Sublessee.

10. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

11. Notices. Whenever it shall be necessary or desirable for either party to this Agreement to serve any notice or demand on the other party, such notice or demand shall be served by personal delivery or by certified mail, return receipt requested, or by overnight courier (such as Federal Express), next day delivery, addressed to the Premises. Each party shall provide to the other copies of all notices received by each from Landlord.

12. Amendments. No amendments shall be made to this Agreement without the prior written approval of Landlord in accordance with the terms of the Lease.

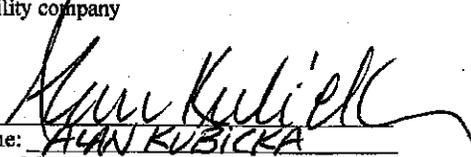
13. Counterparts. This Agreement may be executed in counterparts.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, Sublessor and Lessee have executed this Agreement of Sublease as of the date first above written.

**SUBLESSOR:**

9894 PROPERTIES LLC, a Wisconsin limited liability company

By: 

Name: ALAN KUBICKA

Title: Manager

**SUBLESEE:**

AVP/ KENOSHA AVIATION LLC, a Wisconsin limited liability company

By: 

Name: ALAN KUBICKA

Title: Manager

**7. Review Proposed Airport 2017 Capital Improvement Plan Budget**



CITY OF KENOSHA, WISCONSIN  
2017-2021 CAPITAL IMPROVEMENT PLAN  
**AIRPORT**

Project Number	Project	Budget 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
AI-14-003	Pick-up Truck (#2538) Equipment	CIP Trade In Value	45,500					45,500
			44,500					44,500
			1,000					1,000
AI-16-001	East Side Development Phase II Design/Engineering Construction		1,950,000					1,950,000
			150,000					150,000
			1,800,000					1,800,000
AI-16-002	Equipment/Boom Mower Equipment	CIP Federal State	255,000					255,000
			1,605,000					1,605,000
			90,000					90,000
AI-16-003	Equipment/Snow Removal Equipment	CIP Trade In Value	21,185					21,185
			21,185					21,185
			21,185					21,185
			284,700					284,700
			284,700					284,700
			252,900					252,900
			31,800					31,800



CITY OF KENOSHA, WISCONSIN  
2017-2021 CAPITAL IMPROVEMENT PLAN  
**AIRPORT**

Project Number	Project	Budget 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021	
AI-17-006	<b>Runway Safety Improvements</b>		770,000	1,006,000	1,520,000	7,125,000	8,500,000	18,921,000	
	Environmental Assessment		250,000	6,000				256,000	
	Design/Engineering		200,000		1,000,000	525,000	750,000	2,475,000	
	Construction		320,000	1,000,000	520,000	6,600,000	7,750,000	16,190,000	
		CIP		22,500	200,300	76,000	156,250	425,000	880,050
		Federal		709,000	5,400	1,368,000	6,612,500	7,650,000	16,344,900
		State		38,500	800,300	76,000	356,250	425,000	1,696,050
		Gross Funds	134,029	918,943	1,183,857	3,683,071	7,723,096	8,520,000	22,028,967
	Outside Funds	(10,600)	(748,500)	(806,200)	(3,139,000)	(7,211,735)	(8,075,000)	(19,980,435)	
	<b>Net CIP Funds</b>	<b>123,429</b>	<b>170,443</b>	<b>377,657</b>	<b>544,071</b>	<b>511,361</b>	<b>445,000</b>	<b>2,048,532</b>	

**2017-2021  
CITY OF KENOSHA  
CAPITAL IMPROVEMENT PLAN**

**Project Number:** AI-13-002  
**Project Name:** Property Acquisition  
**Description:** Payment on property purchased (Harpe Property) based on contract of sale.  
**Location:** Airport  
**Justification:** For clear zone, approach protection and future airport development as detailed in the Kenosha Regional Airport Master Plan Update

**Comprehensive Plan/Report**

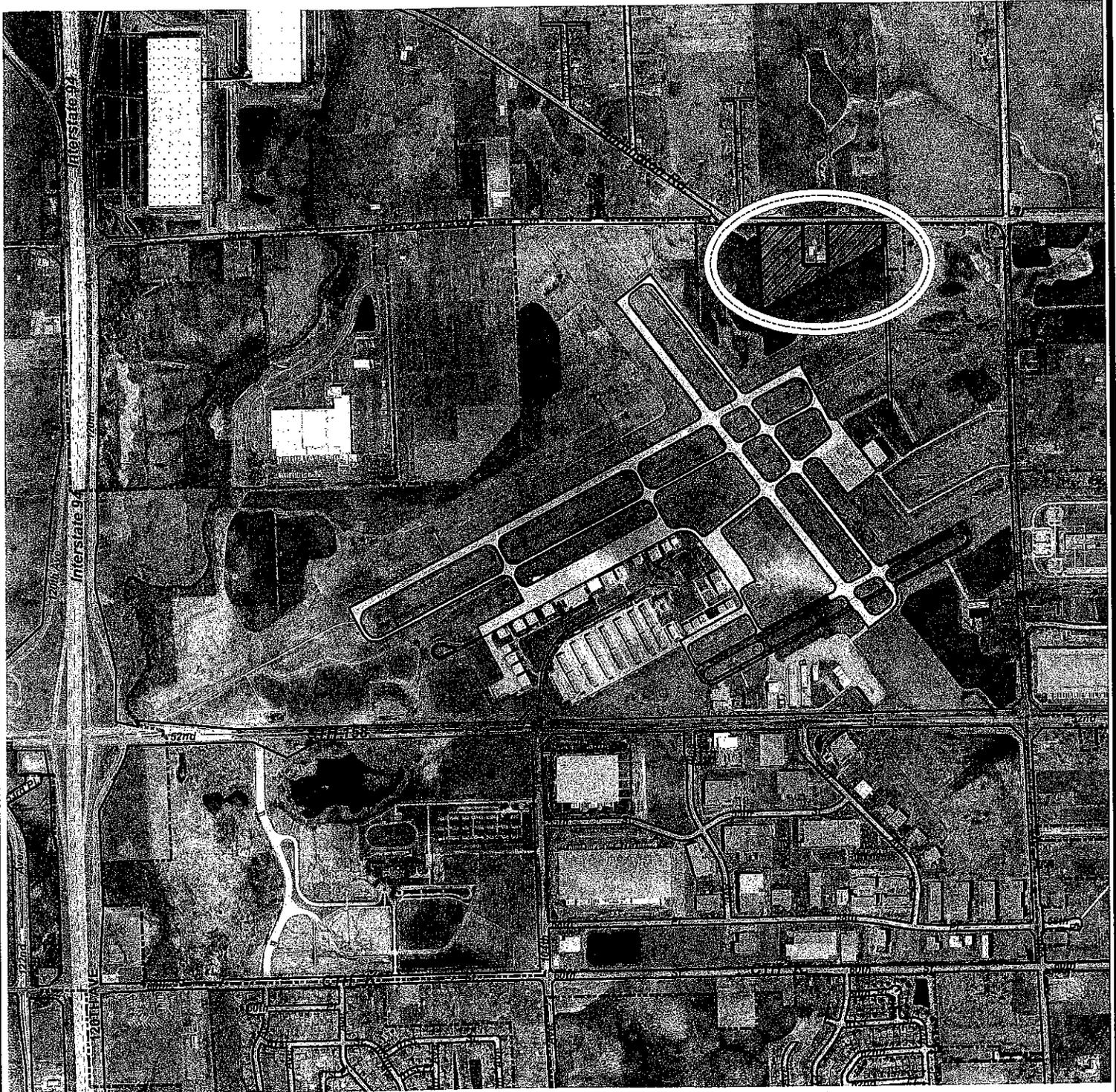
**Name:** Kenosha Regional Airport Master Plan Update  
**Date:** 06/11  
**Estimate/Source:** \$253,036

**Change in Annual Operating Costs:** Neutral -

<b>Expenditures</b>							
Description	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
Acquisition	46,429	53,393	52,232	51,071	49,911		206,607
<b>Total</b>	<b>46,429</b>	<b>53,393</b>	<b>52,232</b>	<b>51,071</b>	<b>49,911</b>		<b>206,607</b>

<b>Funding</b>							
Source	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
CIP	46,429	53,393	52,232	51,071	49,911		206,607
<b>Total</b>	<b>46,429</b>	<b>53,393</b>	<b>52,232</b>	<b>51,071</b>	<b>49,911</b>		<b>206,607</b>

C.I.P. Project AI-13-002  
Airport  
Property Acquisition



Municipal Boundary



**2017-2021  
CITY OF KENOSHA  
CAPITAL IMPROVEMENT PLAN**

**Project Number:** AI-13-003  
**Project Name:** New Electrical and Pavement Repair  
**Description:** Design Pavement and Electrical Upgrades.  
**Location:** Airport (Runway 15/33 and Taxiway B and D)  
**Justification:** Identified repairs in the Kenosha Regional Airport Master Plan.

**Comprehensive Plan/Report**

**Name:** Kenosha Regional Airport Master Plan Update  
**Date:** 06/11  
**Estimate/Source:** \$222,300; Source: Mead & Hunt

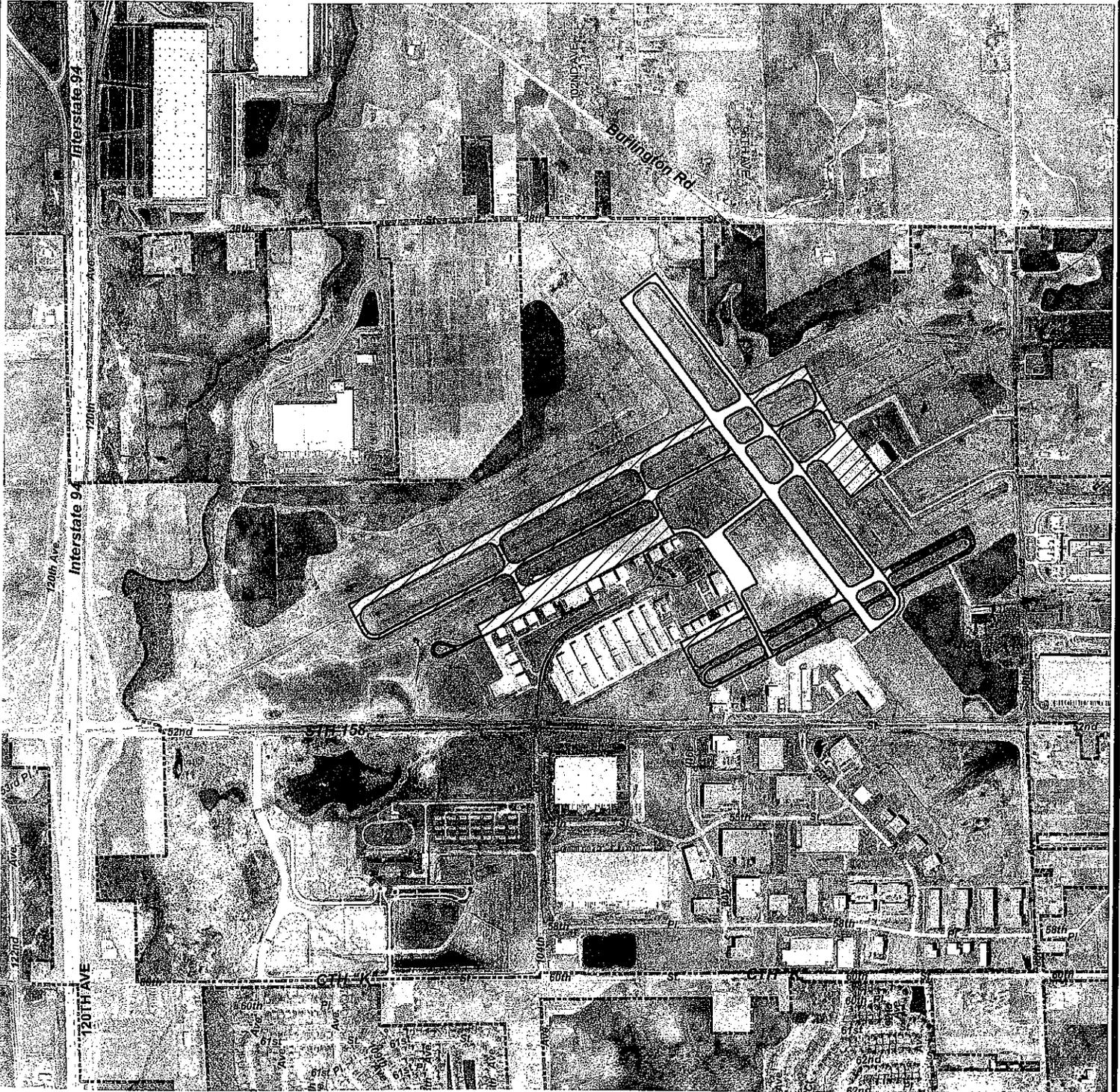
**Change in Annual Operating Costs:** Neutral -

Expenditures							
Description	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
Contracted Design/Engineering					222,300		222,300
<b>Total</b>					<b>222,300</b>		<b>222,300</b>

Funding							
Source	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
CIP					11,115		11,115
State					11,115		11,115
Federal					200,070		200,070
<b>Total</b>					<b>222,300</b>		<b>222,300</b>

# CITY OF KENOSHA

C.I.P. Project AI-13-003  
Airport  
New Electrical and Pavement Repair



Municipal Boundary



**2017-2021  
CITY OF KENOSHA  
CAPITAL IMPROVEMENT PLAN**

**Project Number:** AI-13-004  
**Project Name:** Airport Miscellaneous Maintenance

**Description:** Building maintenance upgrades, grounds maintenance, pavement maintenance. Funds for maintenance projects and economic development.

**Location:** Airport

**Justification:** Capital facilities upgrades needed due to age.

**Comprehensive Plan/Report**

**Name:** Kenosha Regional Airport Master Plan Update

**Date:** 06/11

**Estimate/Source:** \$20,000 per year based on projected and past needs.

**Change in Annual Operating Costs:** Neutral -

<b>Expenditures</b>							
Description	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
Other	20,000	20,000	20,000	20,000	20,000	20,000	100,000
<b>Total</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>100,000</b>

<b>Funding</b>							
Source	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
CIP	20,000	20,000	20,000	20,000	20,000	20,000	100,000
<b>Total</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>100,000</b>

**2017-2021  
CITY OF KENOSHA  
CAPITAL IMPROVEMENT PLAN**

**Project Number:** AI-14-003  
**Project Name:** Pick-up Truck (#2538)

**Description:** Purchase new 3/4 ton 4x4 pick-up truck to replace a 2000 Chevy 4x4 pick-up truck.

**Location:** Kenosha Regional Airport

**Justification:** Current vehicle is at the end of useful life and will be 17 years old at time of new purchase.

**Comprehensive Plan/Report**

**Name:**

**Date:**

**Estimate/Source:** \$45,500; Source: Boucher Ford  
 Trade-in Value \$1,000 (Vehicle could also be auctioned)

**Change in Annual Operating Costs:** Neutral -

<b>Expenditures</b>							
Description	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
Equipment		45,500					45,500
<b>Total</b>		<b>45,500</b>					<b>45,500</b>

<b>Funding</b>							
Source	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
CIP		44,500					44,500
Trade In Value		1,000					1,000
<b>Total</b>		<b>45,500</b>					<b>45,500</b>

**2017-2021  
CITY OF KENOSHA  
CAPITAL IMPROVEMENT PLAN**

**Project Number:** AI-16-001  
**Project Name:** East Side Development Phase II  
**Description:** Design and construct taxiways, access roads and utilities  
**Location:** East side of airport  
**Justification:** To provide space for further development of hangars.

**Comprehensive Plan/Report**

**Name:** Kenosha Regional Airport Master Plan  
**Date:** 06/11  
**Estimate/Source:** \$1,950,000; Source: Mead & Hunt

**Change in Annual Operating Costs:** Neutral -

<b>Expenditures</b>							
Description	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
Design/Engineering				150,000			150,000
Construction				1,800,000			1,800,000
<b>Total</b>				<b>1,950,000</b>			<b>1,950,000</b>

<b>Funding</b>							
Source	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
CIP				255,000			255,000
Federal				1,605,000			1,605,000
State				90,000			90,000
<b>Total</b>				<b>1,950,000</b>			<b>1,950,000</b>

# CITY OF KENOSHA

C.I.P. Project AI-16-001  
Airport  
East Side Development Phase II



Municipal Boundary



**2017-2021  
CITY OF KENOSHA  
CAPITAL IMPROVEMENT PLAN**

**Project Number:** AI-16-002  
**Project Name:** Equipment/Boom Mower

**Description:** 58" Boom Mower

**Location:** Kenosha Regional Airport

**Justification:** Trade unusable 1995 Sweepster D32P - To have ability to mow ditch lines and other areas unreachable by conventional mowers.

**Comprehensive Plan/Report**

**Name:**

**Date:**

**Estimate/Source:** \$21,185; Source: Midstate Equipment

**Change in Annual Operating Costs:** Neutral -

<b>Expenditures</b>							
Description	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
Equipment					21,185		21,185
<b>Total</b>					<b>21,185</b>		<b>21,185</b>

<b>Funding</b>							
Source	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
CIP					21,185		21,185
<b>Total</b>					<b>21,185</b>		<b>21,185</b>

**2017-2021  
CITY OF KENOSHA  
CAPITAL IMPROVEMENT PLAN**

**Project Number:** AI-16-003  
**Project Name:** Equipment/Snow Removal  
**Description:** End loader with plow, trade VH# 2241,1994 International Dump and plow.  
**Location:** Kenosha Regional Airport  
**Justification:** Truck and plow will be 25 years old at trade and will have exceeded useful life.

**Comprehensive Plan/Report**

**Name:**  
**Date:**  
**Estimate/Source:** \$284,700; Source: Brooks Tractor  
 Trade-in Value: \$31,800

**Change in Annual Operating Costs:** Reduction -\$4,000 - Maintenance Costs

<b>Expenditures</b>							
Description	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
Equipment					284,700		284,700
<b>Total</b>					<b>284,700</b>		<b>284,700</b>

<b>Funding</b>							
Source	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
CIP					252,900		252,900
Trade In Value					31,800		31,800
<b>Total</b>					<b>284,700</b>		<b>284,700</b>

**2017-2021  
CITY OF KENOSHA  
CAPITAL IMPROVEMENT PLAN**

**Project Number:** AI-17-001  
**Project Name:** Terminal Building/Tower Air Conditioning  
**Description:** Installation Air Conditioning Systems and removal of old systems.  
**Location:** Kenosha Regional Airport  
**Justification:** Current air conditioning systems are failing and need to be replaced. Current systems are inefficient and are unable to cool buildings properly.

**Comprehensive Plan/Report**

**Name:**

**Date:**

**Estimate/Source:** \$13,475; Lee Plumbing Heating, Cooling & Electric, Inc.

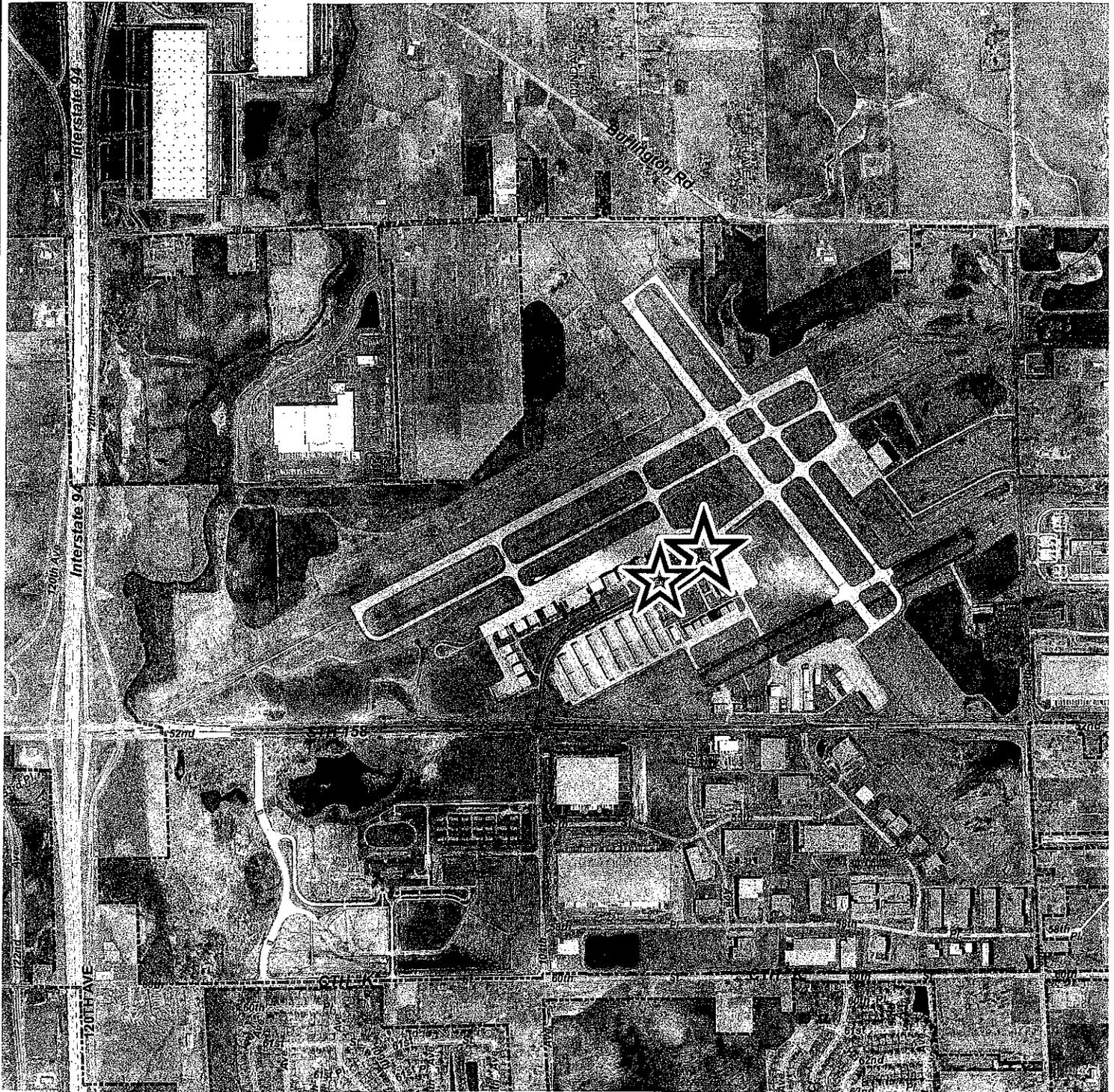
**Change in Annual Operating Costs:** Neutral -

<b>Expenditures</b>							
Description	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
Air Conditioning Replacement		13,475					13,475
<b>Total</b>		<b>13,475</b>					<b>13,475</b>

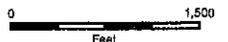
<b>Funding</b>							
Source	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
CIP		13,475					13,475
<b>Total</b>		<b>13,475</b>					<b>13,475</b>

CITY OF KENOSHA

C.I.P. Project AI-17-001  
Airport  
Terminal Building/Tower Air Conditioning



Municipal Boundary



**2017-2021  
CITY OF KENOSHA  
CAPITAL IMPROVEMENT PLAN**

**Project Number:** AI-17-002  
**Project Name:** Extend Airport Fencing  
**Description:** Removal of existing perimeter fence bordering 9407-38th Street and reinstalling fence around newly acquired 15 acres.  
**Location:** Kenosha Regional Airport  
**Justification:** To secure newly acquired Airport property.

**Comprehensive Plan/Report**

**Name:**  
**Date:**  
**Estimate/Source:** \$16,575; Aluminum Fence Corporation

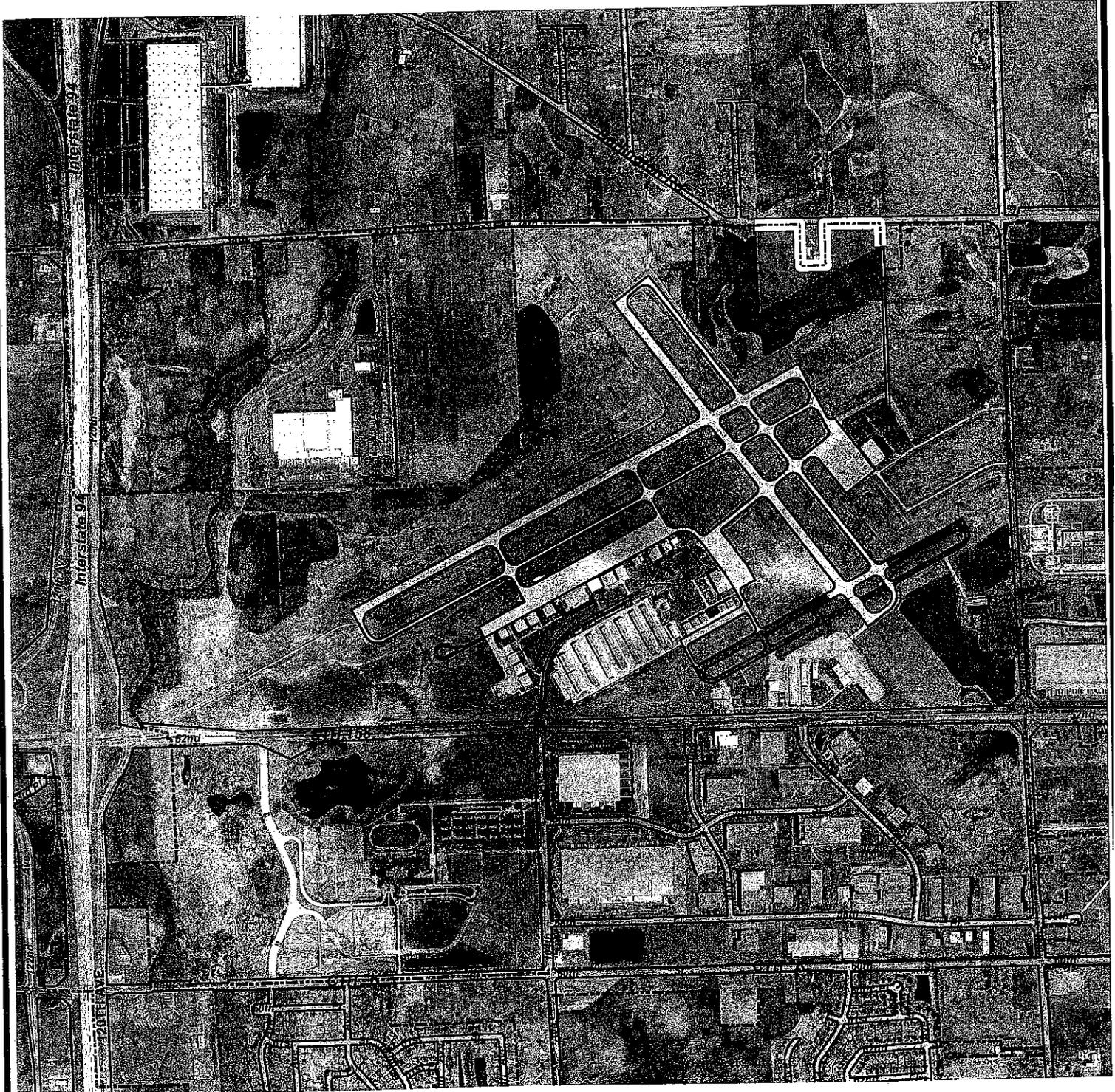
**Change in Annual Operating Costs:** Neutral -

<b>Expenditures</b>							
Description	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
Fencing		16,575					16,575
<b>Total</b>		<b>16,575</b>					<b>16,575</b>

<b>Funding</b>							
Source	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
CIP		16,575					16,575
<b>Total</b>		<b>16,575</b>					<b>16,575</b>

# CITY OF KENOSHA

C.I.P. Project AI-17-002  
Airport  
Extend Airport Fencing



Municipal Boundary



2017-2021  
**CITY OF KENOSHA**  
**CAPITAL IMPROVEMENT PLAN**

**Project Number:** AI-17-004  
**Project Name:** Toro Wide Area Mower

**Description:** Toro GM5910 Tier 4 compliant wide area trim mower with cab.

**Location:** Kenosha Regional Airport

**Justification:** The Toro trim mowers have become more efficient and versatile. New mower will lighten the work load of the current wide area mower. Trading in #2103, a 1992 twenty one foot tow behind Woods rotary cut mower.

**Comprehensive Plan/Report**

**Name:**

**Date:**

**Estimate/Source:** \$105,625; Reinders - Trade in value: \$500

**Change in Annual Operating Costs:** Neutral -

<b>Expenditures</b>							
Description	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
Equipment			105,625				105,625
<b>Total</b>			<b>105,625</b>				<b>105,625</b>

<b>Funding</b>							
Source	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
CIP			105,125				105,125
Trade In Value			500				500
<b>Total</b>			<b>105,625</b>				<b>105,625</b>

**2017-2021  
CITY OF KENOSHA  
CAPITAL IMPROVEMENT PLAN**

**Project Number:** AI-17-005  
**Project Name:** East Side Road Paving  
**Description:** Reconstruct 43rd Street and 91st Avenue  
 (East Airport Entrance Road)  
**Location:** Kenosha Regional Airport  
**Justification:** These two roads were never top coated with asphalt and have deteriorated from ongoing hangar construction traffic.

**Comprehensive Plan/Report**

**Name:**  
**Date:**  
**Estimate/Source:** \$142,000; Cicchini Asphalt, LLC

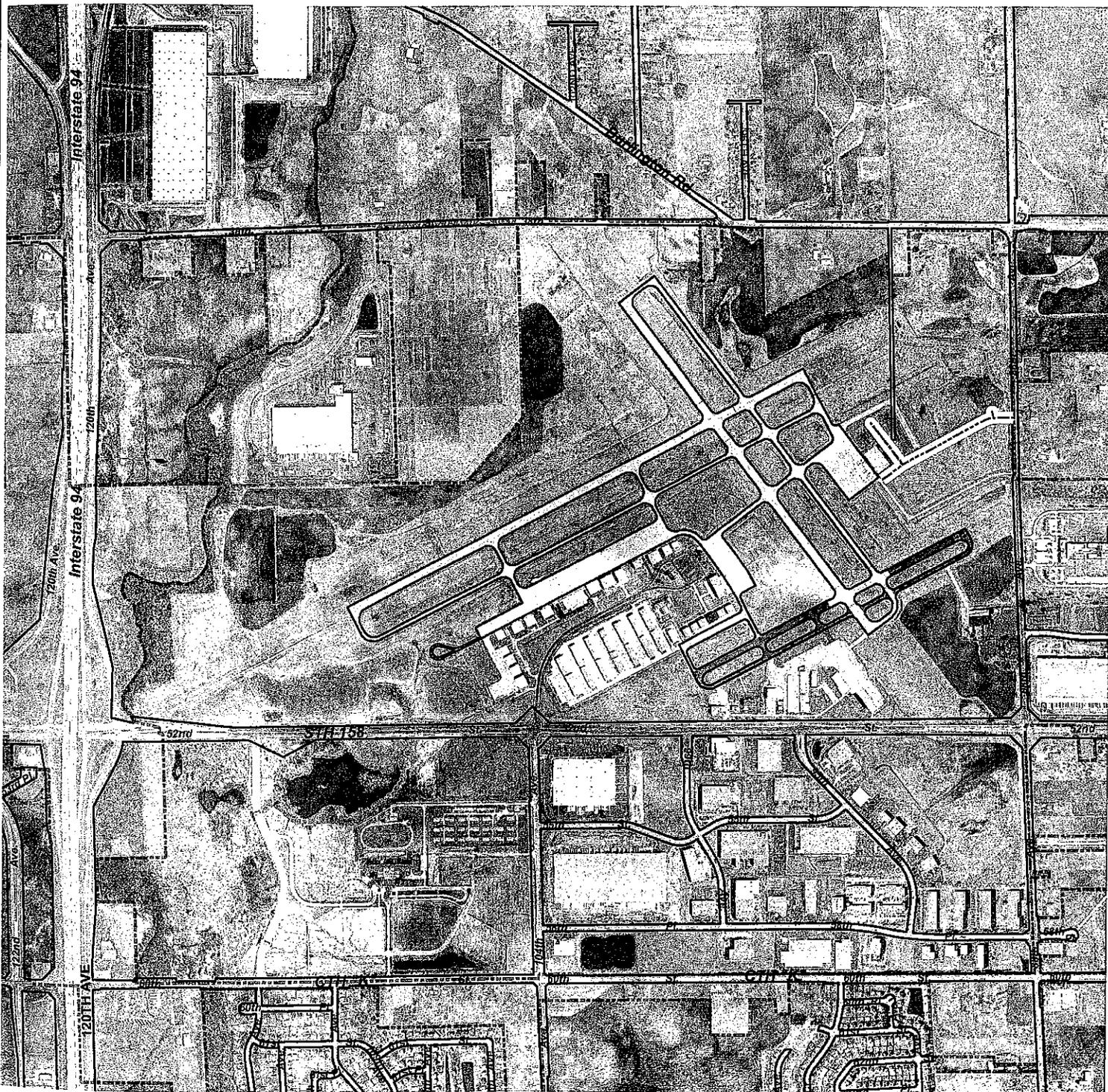
**Change in Annual Operating Costs:** Neutral -

<b>Expenditures</b>							
Description	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
Paving				142,000			142,000
<b>Total</b>				<b>142,000</b>			<b>142,000</b>

<b>Funding</b>							
Source	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
CIP				142,000			142,000
<b>Total</b>				<b>142,000</b>			<b>142,000</b>

# CITY OF KENOSHA

C.I.P. Project AI-17-005  
Airport  
East Side Road Paving



Municipal Boundary



**2017-2021  
CITY OF KENOSHA  
CAPITAL IMPROVEMENT PLAN**

**Project Number:** AI-17-006  
**Project Name:** Runway Safety Improvements  
**Description:** Planning to establish runway safety enhancement, environmental study, design/engineering and construction.  
**Location:** Kenosha Regional Airport  
**Justification:** To provide adequate safety due to the increasing corporate jet activity at the airport.

**Comprehensive Plan/Report**

**Name:**

**Date:**

**Estimate/Source:** \$18,921,000; Mead and Hunt

**Change in Annual Operating Costs:** Neutral -

<b>Expenditures</b>							
Description	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
Environmental Assessment		250,000	6,000				256,000
Design/Engineering		200,000		1,000,000	525,000	750,000	2,475,000
Construction		320,000	1,000,000	520,000	6,600,000	7,750,000	16,190,000
<b>Total</b>		<b>770,000</b>	<b>1,006,000</b>	<b>1,520,000</b>	<b>7,125,000</b>	<b>8,500,000</b>	<b>18,921,000</b>

<b>Funding</b>							
Source	Approved 2016	Requested 2017	Requested 2018	Requested 2019	Requested 2020	Requested 2021	Total Requested 2017-2021
CIP		22,500	200,300	76,000	156,250	425,000	880,050
Federal		709,000	5,400	1,368,000	6,612,500	7,650,000	16,344,900
State		38,500	800,300	76,000	356,250	425,000	1,696,050
<b>Total</b>		<b>770,000</b>	<b>1,006,000</b>	<b>1,520,000</b>	<b>7,125,000</b>	<b>8,500,000</b>	<b>18,921,000</b>

# CITY OF KENOSHA

C.I.P. Project AI-17-006  
Airport  
Airport Safety Enhancements



Municipal Boundary



## **8. Review Proposed Airport 2017 Operating Budget**

## AIRPORT

The Department provides the administrative, technical, and supervisory support necessary to ensure an efficient, well maintained, and safe operation of the Kenosha Regional Airport. The Department manages the development, leasing, and maintenance of all Airport properties.

To provide a modern airport facility offering the variety of services required by airport users. An important part of the Airport's mission is to support local area economic development through the services available at the Airport. It is also a designated reliever airport for corporate, freight, and general aviation activity in the Chicago to Milwaukee corridor.

### *Responsibilities/Activities*

The Airport is currently home to (9) nine aviation service businesses, three flight schools including helicopter, and several corporate flight departments. The Airport is also home to over 270 based aircraft, more than any other airport in Wisconsin.

	2015 Actual	2016 Estimated	2017 Estimated
Hangar leases managed and enforced	51	52	52
Fuel flowage fees (gallons)	955,156	850,000	890,000
Aircraft Operations	55,722	60,000	60,000

### *Authorized Full-Time Positions*

	Adopted 2015	Adopted 2016	Proposed 2017
Airport Director	1	1	1
Supervisor of Operations - Airport	1	1	0
Airport Maintenance Technician	1	2	2
Total Authorized	3	4	3

AIRPORT FUND  
 NON-GOVERNMENTAL GRANTS  
 NON-GOVERNMENTAL GRANTS

2017 GENERAL FUND OPERATING BUDGET - REVENUES

	2015 ACTUAL REVENUES	2016 BUDGETED REVENUES	2016 ACTUAL RECEIVED 06/30/16	2016 ESTIMATED REVENUES	2017 PROPOSED BUDGETED REVENUES
AIRPORT REVENUES					
47201 LEASE - FARM LAND	9,000-	6,480-		9,000-	14,490-
47202 GS KENOSHA HANGAR, LLC	3,512-		14,047-	14,047-	14,047-
47203 9400-10-20 KENEVAN	10,209-	10,209-	10,209-	10,209-	10,209-
47204 WINDSOCK & BEACON LLC 10420				1,768-	3,030-
47205 HANGAR 9500 LLC				2,858-	4,900-
47206 4940 88 AVE G.T.C.	6,000-	6,000-	6,000-	6,000-	23,067-
47207 10290 HANGAR 3000 LLC	5,250-	5,250-	5,250-	5,250-	5,250-
47208 10310 PROPERTIES, LLC	8,010-	8,010-	8,010-	8,010-	8,010-
47209 9516 BIRDS ROOST	2,945-	2,945-	2,945-	2,945-	2,945-
47210 9770 D&J	4,000-	4,000-	4,000-	4,000-	4,000-
47211 BEARDSLEY/EAGLES NEST 9890	2,362-	2,362-	2,362-	2,362-	2,362-
47212 9962 DANALAN	19,015-	16,555-	16,555-	16,555-	16,555-
47213 BURLINGTON EQUITY LLC 10450	2,460-	4,920-	4,920-	4,920-	4,920-
47214 9940 FRANK ALLSEITS CORP.	5,280-	5,280-	5,280-	5,280-	5,280-
47215 FUEL FARM-FRANK ALLSEITS CORP.	2,000-	2,000-	1,500-	2,000-	2,000-
47216 FUEL FLOW-FRANK ALLSEITS CORP.		650-			
47217 RG AVIATION LLC 10420-52 ND ST	3,030-	3,030-	1,515-	1,515-	
47218 10030 ERICSON	3,952-	3,952-	3,952-	3,952-	3,952-
47219 10010 KENO T-HANGAR	3,952-	3,952-	3,952-	3,952-	3,952-
47220 10070 HANGAR FIFTEEN	3,952-	3,952-	3,952-	3,952-	3,952-
47221 10050 HANGAR EIGHTEEN	3,952-	3,952-	3,952-	3,952-	3,952-
47222 10090-10110 HANGAR 90	7,904-	7,904-	7,904-	7,904-	7,904-
47223 9390 PARTNERSHIP LLC	3,055-	3,055-	3,055-	3,055-	3,055-
47224 9910 PROPERTIES LLC 9910 52ND	7,269-	7,269-	7,269-	7,269-	7,269-
47225 10150 HANGAR 51	4,420-	4,420-	4,420-	4,420-	4,420-
47226 9522 SEACORD	3,523-	3,523-	3,523-	3,523-	3,523-
47227 10130 HANGAR 30	3,952-	3,952-	3,952-	3,952-	3,952-
47228 9830 RAFFEL	2,000-	2,000-	2,000-	2,000-	2,000-
47229 9910 PROPERTIES 9906 52ND	3,556-	3,556-	3,556-	3,556-	3,556-
47231 KENO AERO FUEL FARM FEE	2,000-	2,000-	1,500-	2,000-	2,000-
47233 HANGAR 4000 LLC (JEROLD JACKS)	4,380-	4,380-	4,400-	4,400-	4,400-
47234 10270 HANGAR 5000	5,240-	5,240-	5,240-	5,240-	5,240-
47235 9870 AVIATION PLUS	2,940-	2,940-	2,940-	2,940-	2,940-
47239 9604-08 SMERNOFF	1,306-	1,306-	1,306-	1,306-	1,306-
47240 9840 POSITIVE RATE	2,500-	2,500-	2,500-	2,500-	2,500-
47241 10190 SECURITY	3,952-	3,952-	3,952-	3,952-	3,952-
47243 9820 ACME AIR VENTURE	5,023-	5,023-	5,023-	5,023-	5,023-
47244 10210 HANGAR 2000 NORTH	3,952-	3,952-	3,952-	3,952-	3,952-
47245 10230 EXEC AIRCRFT	3,952-	3,952-	3,952-	3,952-	3,952-
47246 10170 SECURITY HANGARS	3,952-	3,952-	3,952-	3,952-	3,952-
47247 STEIN AIRCRAFT-LEASE	20,197-	20,197-	20,197-	20,197-	20,197-
47249 GLOBAL JET-FUEL FARM-4480	1,000-	2,000-	1,500-	1,500-	
47250 GLOBAL JET-FUEL FLOWAGE-4480		10,000-			
47252 9894 FUEL FLOWAGE FEES	142,985-	120,000-	47,529-	130,000-	120,000-
47253 9894 PROP. LLC/LAND LEASE	11,300-	11,300-	11,300-	11,300-	11,300-
47254 9894 PROP/FUEL FARM FACILITY	8,000-	8,000-	6,000-	8,000-	8,000-

2017 GENERAL FUND OPERATING BUDGET - REVENUES

AIRPORT FUND  
 NON-GOVERNMENTAL GRANTS  
 NON-GOVERNMENTAL GRANTS

	2015 ACTUAL REVENUES	2016 BUDGETED REVENUES	2016 ACTUAL RECEIVED 06/30/16	2016 ESTIMATED REVENUES	2017 PROPOSED BUDGETED REVENUES
<b>AIRPORT REVENUES</b>					
47255 9850 BAKENG DEUCE	2,500-	2,500-	2,500-	2,500-	2,500-
47256 9530 SOUTHPORT HANGER CONDO	6,165-	6,165-	6,165-	6,165-	6,165-
47258 9846 ERIC WOELBING	2,880-	2,880-	2,880-	2,880-	2,880-
47260 RAMP FEES	4,961-	5,126-	4,961-	4,961-	4,961-
47262 9952 AMPHIB	5,920-	5,920-	5,920-	5,920-	5,920-
47264 FUEL FARM - DANALAN	4,000-	4,000-	3,000-	4,000-	4,000-
47267 SBT GROUP, LLC 10440	4,920-	4,920-	4,920-	4,920-	4,920-
47270 10460 SSR PROPERTIES	5,080-	5,080-	5,080-	5,080-	5,080-
47274 9950 BURTON BUCHER	4,320-	4,320-	4,320-	4,320-	4,320-
47277 10430 RKJ ENTERPRISES	4,510-	4,510-	4,510-	4,510-	4,510-
47280 9960-WM KNAUZ TRUST	5,340-	4,950-	5,340-	5,340-	4,950-
47284 9904-JOHN S. SWIFT CO	2,805-	2,805-	2,805-	2,805-	2,805-
47288 9880-CASPER AVIATION	2,700-	2,700-	2,700-	2,700-	2,700-
47291 MITCH AND CHRIS LLC - 9500	6,963-	6,963-	2,661-	2,661-	
47293 NEW CINGULAR WIRELESS PSC LLC	16,242-	16,200-	8,700-	16,200-	16,200-
47294 10330 ROBERT COOK TRUST	5,760-	5,760-	5,760-	5,760-	5,760-
47295 10320 WOELBING	4,770-	4,770-	4,770-	4,770-	4,770-
47296 9612 - SUNSTAR AERO SERVICES	8,171-	8,191-	8,171-	8,171-	8,171-
47297 STEIN - FUEL FARM	4,000-	4,000-	3,000-	4,000-	4,000-
47298 KENOSHA HANGAR LLC	5,608-	5,608-	5,608-		
47299 STEIN-FUEL FLOWAGE	28,943-	84,000-	11,328-	30,000-	40,000-
**AIRPORT REVENUES	493,797-	531,240-	364,422-	486,083-	505,878-
<b>INTEREST INCOME</b>					
48108 INTEREST ON ACCOUNTS REC.	13,107-	5,000-	4,858-	6,300-	6,000-
**INTEREST INCOME	13,107-	5,000-	4,858-	6,300-	6,000-
<b>MISCELLANEOUS REVENUES</b>					
49111 MISCELLANEOUS	17,876-				
49115 MOTOR FUEL TAX REFUND	1,912-	1,700-	703-	1,400-	1,400-
**MISCELLANEOUS REVENUES	19,788-	1,700-	703-	1,400-	1,400-
<b>OTHER FINANCING PROCEEDS</b>					
49811 OPERATING ASSISTANCE-GEN FUND	335,412-	394,928-	197,460-	394,928-	321,348-
**OTHER FINANCING PROCEEDS	335,412-	394,928-	197,460-	394,928-	321,348-
****AIRPORT FUND	862,104-	932,868-	567,443-	888,711-	834,626-

## 521 AIRPORT FUND

09 OTHER

## 1 AIRPORT

DESCRIPTION	ACTUAL 2015	REVISED 2016	6 MO YTD 6/16	ESTIMATED 2016	2017 PROPOSED BUDGET
50101 AIRPORT					
111 SALARIES-PERMANENT REGULAR	147,694	164,603	34,638	84,000	89,450
121 WAGES PERMANENT REGULAR	51,259	93,646	35,811	83,000	96,160
122 PERMANENT PART-TIME	105,782	108,981	49,659	108,981	110,535
131 OVERTIME	28,603	24,847	11,485	24,847	28,480
146 PRODUCTIVITY INCENTIVE	375	480	125	480	480
151 WRS/RETIREMENT	20,021	25,931	8,261	20,000	22,115
152 F.I.C.A.	19,652	24,343	7,758	19,000	20,158
155 HEALTH INSURANCE EXPENSE	48,272	69,383	19,611	69,383	51,283
156 GROUP LIFE INSURANCE	1,047	1,150	474	900	1,000
158 MEDICARE CONTRIBUTION	4,838	5,695	1,910	4,400	4,715
TOTAL PERSONAL SERVICES	427,543	519,059	169,732	414,991	424,376
219 OTHER PROFESSIONAL SERVICES	5,431	3,754	423	3,754	3,754
221 ELECTRICAL	50,417	52,000	25,497	52,000	52,000
222 NATURAL GAS	9,201	15,000	5,931	8,000	15,000
223 STORM WATER UTILITY	254,345	115,800	37,337	115,800	113,800
224 WATER	3,706	3,914	1,851	4,000	3,992
225 TELE-LONG DISTANCE/LOCAL CALLS		100			
226 CELLULAR/WIRELESS SERVICE COST	631	675	217	500	750
227 TELEPHONE - EQUIPMENT/CALLS	4,142	4,175	2,067	4,175	4,175
231 COMMUNICATIONS EQUIPMENT	792	800		800	800
232 OFFICE EQUIPMENT	672	328	234	328	600
241 HEATING & AIR CONDITIONING	4,853	3,500	59	3,500	3,500
242 ELEVATOR	530	1,020	272	1,020	1,020
243 CLEANING CONTRACT-BLDG	270	600		600	600
246 OTHER BLDG MAINTENANCE	7,100	7,500	2,600	7,500	7,500
248 OUTSIDE LIGHTING REPAIRS		1,500		1,500	1,500
249 OTHER GROUNDS MAINTENANCE	1,705	1,500	722	1,500	1,500
261 MILEAGE	1,071	1,400		1,400	1,400
263 MEALS & LODGING	38	500		500	500
264 REGISTRATION		140		140	140
271 STATE INS POLICY FIRE&EXT COV	6,916	7,475		7,475	8,981
273 CVMIC LIABILITY	2,707	2,900		2,900	3,100
275 AVIATION LIABILITY	8,500	8,500	8,500	8,500	8,500
276 AUTO POLICY	817	2,100	72	2,100	2,425
277 BOILER INSURANCE	133	170		170	180
278 EXCESS W.C./W.C. PREMIUM	572	705		705	740
282 EQUIPMENT RENTAL	12,330	12,200	8,460	12,200	12,200
TOTAL CONTRACTUAL SERVICES	376,879	248,256	94,242	241,067	248,657

## 521 AIRPORT FUND

09 OTHER

## 1 AIRPORT

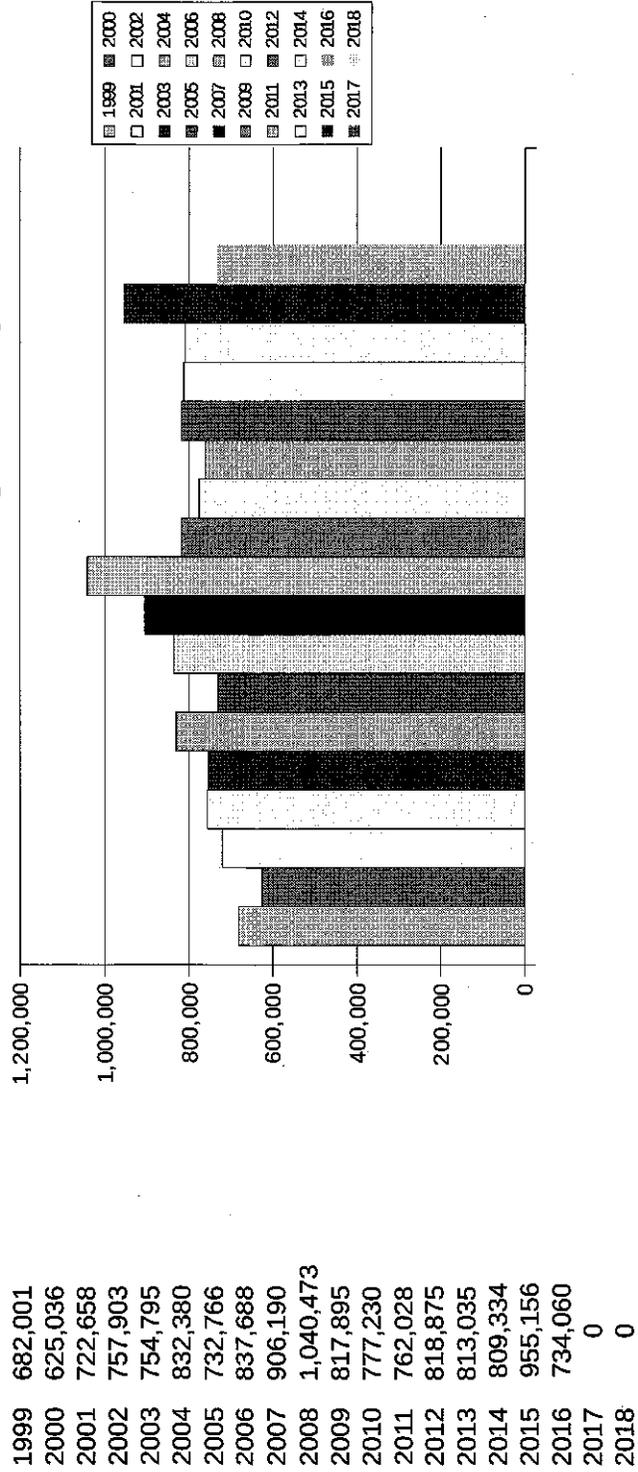
DESCRIPTION	ACTUAL	REVISED	6 MO YTD	ESTIMATED	2017
	2015	2016	6/16	2016	PROPOSED BUDGET
311 OFFICE SUPPLIES/PRINTING	728	750	271	750	750
323 MEMBERSHIP DUES	675	720	675	675	720
341 VEHICLE FUEL CHARGE/OIL/ETC	21,517	31,250	6,350	25,000	27,500
342 CENTRAL GARAGE LABOR CHARGES	30,020	19,000	11,139	19,000	19,000
343 CENT.GARAGE-PARTS&MAT. CHARGES	32,889	11,000	8,155	11,000	11,000
344 OUTSIDE MATERIAL & LABOR	14,933	19,000	3,893	16,000	19,277
351 ROAD SALT/BRINE		16,000	13,620	16,000	16,000
353 HORTICULTURAL SUPP-FERT ETC	3,427	3,250	129	3,250	3,250
355 CEMENT ASPHALT&CRACKFILL		300			300
357 BUILDING MATERIALS		500			500
361 SMALL TOOLS	535	800	10	500	800
363 COMPUTER HARDWARE		487	487	487	
367 CLOTHING & UNIFORM REPLACEMENT	391	800	56	400	800
369 OTHER NON CAPITAL EQUIPMENT	3,111	600	90	600	600
371 PAVEMENT MARKINGS		3,500		3,500	3,500
372 TRAFFIC SIGNS & HARDWARE		500			500
375 ELECTRICAL SUPL TRAF&ST LHTG	2,595	5,500	2,336	4,000	5,500
382 HOUSEKEEPING-JANITORIAL SUPPLI	2,252	2,700	1,086	2,700	2,700
385 BATTERIES	473	500	35	500	500
TOTAL MATERIALS AND SUPPLIES	113,546	117,157	48,332	104,362	113,197
512 PORTABLE RECEIVER TRANSMITTERS	8,280				
579 OTHER MISC EQUIPMENT		6,600	6,579	6,579	
TOTAL CAPITAL OUTLAY-PURCHASE	8,280	6,600	6,579	6,579	
916 DEPR BLDGS & MAINTENANCE AREA	37,915	37,915		37,915	37,915
917 DEPR LAND IMPROVEMENTS	91,782	91,300		91,800	91,800
919 DEPR OTHER EQUIPMENT	68,955	68,930		62,442	61,100
920 DEPR CONTRA CONTRIBUTED CAP	152,626	150,000		150,000	140,000
933 INDIRECT COST ALLOCATION	48,396	48,396	24,198	48,396	48,396
TOTAL OTHER	94,422	96,541	24,198	90,553	99,211
DEPARTMENT TOTAL	1,020,670	987,613	343,083	857,552	885,441

**Detailed Fuel Flowage History and Air Traffic Counts  
History Spreadsheets**

## Kenosha Regional Airport **DETAILED** Fuel Flowage History

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
<b>Jan</b>	32,224	55,028	68,806	22,117	76,516	64,430	20,623	49,078	49,972	77,385	30,520	39,062	46,638		
<b>Feb</b>	47,459	31,693	68,829	99,155	82,798	80,237	51,159	70,206	54,984	38,910	53,379	78,511	62,856		
<b>Mar</b>	79,102	79,636	75,748	82,501	86,394	81,956	77,305	39,611	54,686	62,084	62,607	70,077	70,291		
<b>Apr</b>	62,875	47,263	53,746	54,175	131,006	30,125	91,821	58,900	71,616	61,882	62,563	92,983	69,346		
<b>May</b>	86,725	69,835	78,163	77,500	108,822	70,181	52,946	62,774	69,388	46,811	70,227	78,410	77,853		
<b>Jun</b>	108,780	71,267	69,470	68,237	96,040	61,707	60,872	34,850	77,944	70,017	77,350	93,021	85,115		
<b>Jul</b>	67,357	99,801	77,097	91,400	67,688	85,334	99,281	75,258	77,040	76,728	85,381	99,594	107,141		
<b>Aug</b>	78,265	68,870	84,551	113,292	110,756	51,078	67,418	89,639	101,081	77,279	89,768	85,377	123,024		
<b>Sept</b>	72,159	70,645	76,352	57,331	77,268	100,501	61,678	67,693	45,881	70,378	62,086	85,408	91,796		
<b>Oct</b>	62,703	46,109	61,659	94,246	80,908	58,678	50,294	65,644	62,706	70,202	78,300	70,005			
<b>Nov</b>	87,025	61,857	45,854	83,917	72,406	43,831	93,496	70,831	76,281	61,424	70,790	84,855			
<b>Dec</b>	47,706	30,762	77,413	62,319	49,871	89,837	50,337	77,544	77,296	99,935	66,363	77,853			

### Detailed Fuel Flowage History



**Kenosha Regional Airport  
Air Traffic Control Counts History**

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Jan	4,215	3,721	4,666	4,003	3,161	3,120	2,816	2,445	3,469	3,500	1,873	3,266	2,603		
Feb	5,829	5,377	4,156	2,956	2,714	3,726	2,894	2,101	3,907	2,495	2,632	2,024	2,715		
Mar	5,717	5,088	5,817	5,313	4,110	4,275	4,815	4,366	4,290	4,365	4,364	4,319	3,509		
April	7,544	6,696	6,397	5,299	5,149	3,930	4,541	3,445	5,001	5,080	4,938	5,452	4,245		
May	7,449	7,178	6,233	6,068	6,297	6,247	4,648	4,139	5,797	5,928	5,220	5,847	4,612		
June	9,839	7,088	7,779	5,619	5,520	6,258	4,745	4,931	6,745	6,090	4,618	6,631	4,939		
July	9,514	10,651	5,740	6,150	5,823	6,650	5,335	6,228	5,779	7,614	6,954	7,842	5,904		
Aug	8,791	8,350	5,655	6,012	6,401	6,439	6,566	6,056	5,414	6,622	5,641	5,325	5,785		
Sept	8,109	7,475	5,227	6,437	5,165	5,262	5,109	4,546	4,380	6,451	5,249	4,322	4,227		
Oct	5,208	7,761	5,249	5,867	5,881	4,357	5,612	4,642	4,094	5,645	4,317	4,857			
Nov	5,099	5,267	4,878	4,567	4,452	4,469	4,643	3,989	4,876	3,997	2,899	3,435			
Dec	4,334	3,705	3,925	2,712	1,976	2,342	3,115	3,591	3,501	2,650	3,670	2,402			

