



Sawyer County

Agenda

Public Works Committee Meeting
Wednesday, September 8, 2021 @ 6:30 PM
Assembly Room/Virtual Meeting

REVISED

5:43 pm, Sep 07, 2021

Page

1. CALL TO ORDER

- a. To view or participate in the **virtual meeting** from a computer, iPad, or Android device please go to <https://zoom.us/j/97982898675>. You can also use the dial in number for listening only at 1-312-626-6799 with the Webinar ID: 979 8289 8675. If additional assistance is needed please contact the County Clerk's Office at 715-634-4866 prior to the meeting. If you are on a computer, click the "Raise Hand" button and wait to be recognized. If you are on a telephone, dial *9 and wait to be recognized.

2. ROLL CALL

3. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

4. MEETING AGENDA

5. PUBLIC COMMENTS

- a. At this time, members of the public will be given the opportunity to address the Committee on items not on the agenda. Please adhere to the following when addressing the Committee:
 - Comments will be limited to 3 minutes or less per individual.
 - Comments should be directed to the Committee as a whole and not directed to individual Committee members.
 - The Committee cannot respond to your comments during this time.
 - Please sign in and fill out a public comment sheet if you wish to speak on an item.

6. CONSIDER APPROVAL OF MINUTES FROM PREVIOUS MEETING

- a. [8.11.21 Public Works Minutes DRAFT](#)

7. SAWYER COUNTY AIRPORT REPORT

- 5 a. Hayward Aviation, LLC (contracted Airport management) report
[Airport Report September 2021](#)
- 6 - 27 b. Sawyer Aviation Airport Hangar Lease Application (discussion and possible action)
[2021-09-07 Sawyer Aviation Lease and Personal Guaranty](#)
- 28 - 43 c. Dave McCorquodale Hangar Lease Application (discussion and possible action)
[2021-09-07 Resolution re McCorquodale Lease](#)
- d. Goose and Migratory Bird Mitigation

8. HIGHWAY COMMISSIONER'S REPORT

- a. Fund Balance
- 44 b. [September 2021 Highway Commissioner Report](#)

9. MAINTENANCE DEPARTMENT REPORT

- 45 a. Project report
[Maintenance Report September 2021](#)

10. COURTROOM REMODELING UPDATE

11. FUTURE AGENDA ITEMS

12. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS, OTHER MATTERS FOR DISCUSSION ONLY

DISCLAIMER:

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

Copy sent via email to: County Clerk and News Media. Note: Any person wishing to attend whom, because of a disability, requires accommodation should call the Sawyer County Clerk's Office (715.634.4866) at least 24 hours before the scheduled meeting so appropriate arrangements can be made.

**Minutes of the August 11th meeting of the Sawyer County
Public Works Committee
Of the Sawyer County Board of Supervisors
Assembly Room; Sawyer County**



Voting Committee Members Present:

- ☒ Chair: **Ron Kinsley**
- ☒ Marc Helwig – Vice Chair - Virtual
- ☒ Ed Peters
- ☒ Dale Olson
- ☐ Brian Bisonette

Others Present:

Tom Hoff
Mike Coleson
Lynn Fitch
Tim Hagberg
Tweed Shuman
Ginny Chabek
Don Mrotek

Others Present:

Derik Leslie
Gary Gedart
Linda Zillmer
Jack Blume
Laura Rusk
Tim Davison
Joan Cervenka

Call to Order – Chair Ron Kinsley called the meeting to order at 6:30pm.

Certification of Compliance with the open meeting law was met. Roll Call was taken; quorum was met.

Meeting Agenda -- A motion was made by Mr. Olson; second by Mr. Peters to revise the order of the agenda to move headings 8 and 10 after the approval of the minutes. Motion carried without negative vote.

Minutes from the previous meeting – A motion was made by Mr. Peters to approve the minutes of the July 7, 2021, meeting; second by Mr. Kinsley. Motion carried without negative vote.

Highway Commissioner's Report – Written reports were provided. Mr. Gedart advised that the pre-construction teleconference for work on the Conners Bridge will be on August 12 at 1:00 pm. The construction start is expected to take place sometime during the week of August 16th. The department remains short-staffed in one flagger position and one mower position. The Hwy E bridge construction project will have a detour, not a one-lane use option.

ATV/UTV Resolution – Mr. Kinsley requested more time to review this topic. Mr. Helwig made a motion to postpone the ATV/UTV route approval process to the October committee meeting. A second was made by Mr. Peters; motion carried without negative vote. Public comment was heard by Ms. Cervenka, Ms. Chabek, Mr. Davison, Mr. Mrotek, Ms. Rusk, and Ms. Wilson.

Funds Balance Report – The department is currently on target with funds expected to arrive from the State to assist in the upcoming culvert replacement projects.

Courtroom Remodeling Project – Mr. Jack Blume of Venture Architects reviewed the design schematics. The next phase of the project is to determine the first cost estimate which is due to be presented on August 24th. Mr. Helwig made a motion to approve the design schematic plans knowing there will still be changes, and move them forward to the August County Board meeting for approval; second by Mr. Peters. Motion carried without negative vote.

Sawyer County Airport Report – A written report was provided. The airport has had an unseasonably busy summer. The terminal remodel is tentatively due to be completed the end of September while the bathroom remodels are expected sometime at the end of the year or in 2022.

2024 Runway Project – The County can expect to pay approximately \$150,000 of the \$3M cost for the runway repaving project; the State will fund the remainder. A motion was made by Mr. Helwig; second by Mr. Olson to approve this project and move forward to the August County Board meeting. Motion carried without negative vote.

Mr. Leslie advised that two hangar lessee's have requested an audience to have a new hangar lease completed. The application process for lease applications will need review.

Maintenance Department Report – A written report was provided. Mr. Hagberg advised that the department has been busy assisting the jail in preparing for the pending jail inspection.

Meeting Date/Time – The next meeting of the Public Works Committee will be Wednesday, September 8, at 6:30 pm in the Assembly Room.

Meeting adjourned at 8:00 pm

Minutes recorded by Lynn Fitch, County Clerk

DRAFT

Sawyer County Airport Management Report

September 2021

(Provided by Airport Manager Derek Leslie)

-We had a goose strike at the airport on Thursday the 26th. The pilot landed safely however there was significant damage taken to the flap of the aircraft. The aircraft was refitted with a new flap and in airworthy condition on Tuesday the 31st. We have been reviewing strategies for goose mitigation at the airport. We can discuss more at meeting; nearly all measures require some level of monetary expense.

-The Sawyer County Airport is receiving an additional \$22,000 worth of funding as part of the ARPA act. Airport Management, County Administration, and the County Maintenance department have all weighed in on the variety of needs for the airport. Will elaborate more for supervisors at committee meeting.

-The Civil Air Patrol once again was unable to have a fundraiser pancake feed this year. They have to follow guidelines handed down by the military directly and it simply wasn't in the cards. Hopefully through donations they can endure another winters worth of heating bills and other expenses.

- An Airport E.R.P (emergency response plan) has made no traction since last month. We plan to make headway in the near future.

-There are two documents on the agenda for new hangar leases. Each individual/ existing hangar owner is an exemplary candidate and airport management highly recommends the approval of these leases.

-Becher Hoppe continues to finish up the airport boundary survey. This was an A.I.P project that was initiated several years ago and is common to conduct following significant improvements at an airport. There will be several easements for items like electrical and phone lines in the Airport Road right-of-way. These plan to be brought to committee to review and action in our October meeting.

FAA Entitlements Available for A.I.P

2021's: \$150,000 Available July/August 2021

Upcoming Airport Improvement Projects

2024 Runway Rehabilitation

RESOLUTION APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE AGREEMENT

3. Action by County Administrator. The County Administrator is hereby authorized to execute the Sawyer Aviation Hangar Ground Lease Agreement on behalf of the County and take whatever steps necessary to complete the transactions contemplated by this Resolution.

37 The subject matter of this Resolution and the Sawyer Aviation Hangar Ground Lease Agreement
38 was discussed by the Sawyer County Public Works Committee on September 8, 2021 and was
39 recommended for approval by the County Board at its meeting on September 16, 2021.

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43 Ron Kinsley, Chair
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45 Marc Helwig, Vice Chair

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47 Brian Bisonette, Member
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49 Dale Olson, Member

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51 Ed Peters, Member
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53 The subject matter of this Resolution and the Sawyer Aviation Hangar Ground Lease Agreement
54 was approved by the Sawyer County Board of Supervisors this 16th day of September, 2021.

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58 Tweed Shuman,
59 Sawyer County Board of Supervisors Chair

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63 Lynn Fitch,
64 Sawyer County Clerk

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66 EXHIBIT A:
67 Sawyer Aviation, LLC Hangar Ground Lease Agreement

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HANGAR GROUND LEASE AGREEMENT

THIS HANGAR GROUND LEASE AGREEMENT (the "Lease") is made and entered into on the date indicated below, by and between Sawyer County, a political subdivision of the State of Wisconsin, ("Lessor"), and Sawyer Aviation, LLC, a Wisconsin limited liability company ("Lessee"). Lessor and Lessee may be referred to herein in the singular as a "Party" or collectively as the "Parties."

WHEREAS, Lessor owns and operates an airport known as the Sawyer County Municipal Airport at Hayward, Wisconsin (the "Airport"), and said Lessee is desirous of leasing from Lessor a certain parcel of land (the "Leased Premises") on the Airport property, hereinafter more fully described; and

WHEREAS, there presently exists a hangar on the Leased Premises described as Hangar No. 15405W (the "Hangar") and said Hangar is owned by Lessee; and

WHEREAS, Lessee will use the Leased Premises and existing Hangar for the purposes set forth in this Lease;

NOW, THEREFORE, for and in consideration of the rental charges, covenants and the agreements herein contained, Lessee does hereby hire, take and lease from Lessor and Lessor does hereby grant, demise and lease unto Lessee the following premises, rights and easements on and to the Airport upon the following terms and conditions:

1. **Property Description.** See attached Exhibit A of the Leased Premises.

2. **Term and Extension.** The term of this Lease shall be for a period of twenty (20) years commencing September 30, 2021. Lessee shall have the right to renew this Lease for one additional successive ten (10) year period under the same terms and conditions as set forth herein with the exception of the rent amount paid in Section 3 below, which shall be adjusted for inflation. Lessee shall provide Lessor six (6) months' notice in writing of Lessee's intent to extend the Lease term. In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration of the term of this Lease or upon termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Lease and shall be considered a month-to-month rental of the Leased Premises.

3. **Rent.**

(a) **Annual Rent.** Lessee shall pay to Lessor for the use of the Leased Premises a yearly rent of fifteen cents (\$0.15) per square foot for the land leased, for a total annual charge of \$864.90 ("Rent"). Rent shall be payable in advance on January 1, and on each anniversary thereof until this Lease terminates. Rent payments shall be due annually on January 1, without further notice from Lessor.

(b) **Rent Adjustment.** Rent shall be adjusted on an annual basis in conjunction with annual increases in the Consumer Price Index for All Urban Consumers in the Midwest published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 100. Notice of a rent adjustment that is effective for the next calendar year shall be delivered on or before November 1 of the year prior to the year for which such adjustment shall apply.

(c) **One-Time Assessment.** Lessee shall also pay a one-time assessment of One Thousand Dollars (\$1,000.00), payable to Lessor upon Lessee's execution of this Lease.

4. **Taxes.** Lessee shall pay all taxes and assessments that may be levied against the personal property or buildings, including the Hangar, of Lessee.

5. **Utilities.** Lessor shall be responsible for payment of all of its own utility expenses (gas, electric, telephone, heat, etc.) and at no time shall Lessee use the utilities of Lessor without Lessor's prior written consent, nor shall Lessee have its utility bills placed in the name of Lessor.

6. **Other Fees.** Nothing herein shall limit Lessor's right to impose, and Lessee's obligation to pay, any and all other fees which Lessor may establish from time to time for Airport services and privileges.

7. **Buildings and Structures.** Lessee shall have the right to maintain buildings or structures upon the Leased Premises, providing such buildings or structures are in accordance with all federal, state, and local regulations. All plans for such buildings or structures shall be reviewed and approved in writing by Lessor prior to construction.

8. **Permitted Uses.** Subject to the terms and conditions hereinafter set forth, Lessee is hereby given the following rights and privileges for the use of the Leased Premises during the term of this Lease:

(a) Lessor grants to Lessee the privilege of maintaining, occupying, and operating a hangar building upon the Leased Premises. Additional improvements shall require additional written approval from Lessor prior to construction.

(b) Lessee shall not construct living quarters or use space on the Leased Premises as living quarters.

(c) Lessee shall use the Hangar and any other improvements on the Leased Premises primarily for the storage of aircraft owned or leased by Lessee or Lessee's immediate family, affiliates, subsidiaries, officers, directors, or employees.

(d) Lessee shall have the right to install, operate, maintain, and store, subject to the approval of Lessor in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of such aircraft.

(e) Lessee shall not store any items outside of the Hangar without prior written approval of Lessor.

(f) Any additional use of the Leased Premises by Lessee not relating to such aircraft storage and maintenance thereof must be approved by Lessor in writing prior to such use and is subject to the Minimum Standards Ordinance.

(g) Lessee shall have the right to the non-exclusive use of the common areas of the Airport and improvements thereon, including, the terminal, roadways, aprons, taxiways, runways, and other conveniences for the take-off, flying, and landing of aircraft.

(h) Lessor covenants that Lessee shall and may peaceably and quietly have, hold and enjoy Leased Premises exclusively to it during the term of letting thereof unless such term shall cease, close, or expire sooner or shall be terminated as provided in this Lease.

At no time shall Lessee store any flammable material (except for fuel in the aircraft), nor shall Lessee store explosives or other dangerous or hazardous materials, in or around the Hangar, without Lessor's prior written consent.

Lessee shall not hereafter make use of the Leased Premises in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually

distinguish the airfield, or otherwise endanger the landing, take-off, or maneuvering of aircraft. Lessor reserves the right to enter upon the Leased Premises hereby and abate any such hazard at the expense of Lessee.

9. Nonexclusive Rights. Lessee shall have the nonexclusive right, in common with others so authorized:

(a) To use the common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals, and other conveniences for the take-off, flying, and landing of aircraft.

(b) To use the Airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of Lessor to charge fees for the use of such areas.

(c) To use all access ways to and from the Leased Premises, limited to streets, driveways or sidewalks designated for such purposes by Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.

10. Hangar Maintenance. Lessee will maintain its Hangar, associated appurtenances, and the surrounding land in a safe, useful, clean, painted, neat, and orderly condition, and Lessee shall perform such repairs, maintenance, and upkeep as Lessor shall deem necessary and appropriate to maintain the safety of the Airport and to maintain the attractive, professional appearance of the Airport. Lessee shall provide all janitorial services within the Hangar. Lessee agrees that there will be no outside storage of equipment, materials, or supplies on the Leased Premises. Lessee further agrees not to deposit any trash, garbage, petroleum products, etc. on any part of the Airport. In the event Lessee fails to comply with this Section 10, Lessor may notify Lessee in writing that such maintenance, cleaning repair or replacement shall be done, and in the event that Lessee fails to correct the condition within fifteen (15) days of Lessor's written notice, Lessor may enter the Leased Premises and the Hangar and provide the necessary custodial service and bill Lessee for the expense thereof. In the event of fire or any other damage or casualty to structures owned by Lessee, Lessee shall repair, replace, or remove the damaged structure, and restore the Leased Premises to its original condition, within one hundred twenty (120) days of the date the damage occurred. Upon petition by Lessee, Lessor may grant an extension of time if it appears such extension is warranted.

11. Obstruction Lights. Whenever determined necessary by Lessor, Lessee agrees to install, maintain, and operate proper obstruction lights on the tops of all of Lessee's buildings or structures, at Lessee's sole cost.

12. Signs. No signs or advertising matter may be erected on the Leased Premises without the prior written consent of Lessor.

13. Rules and Regulations. Lessee agrees to observe and obey all current and future laws, ordinances, rules, and regulations (including the Minimum Standards Ordinance) promulgated and enforced by Lessor and by other proper authority having jurisdiction over the conduct of operations at the Airport, provided the same are consistent with the procedures proscribed or approved from time to time by the Federal Aviation Agency for landing and taking off of Lessee's aircraft.

14. Security. Lessee shall comply at all times with all federal and state security and safety regulations and mandates. A hangar shall be locked at all times when an aircraft is stored within the Hangar and Lessee, or Lessee's agent, is not present at the Hangar. Keys shall not be left in any unattended aircraft whether or not the aircraft is located within the Hangar.

15. Commercial Operations. Nothing in this Lease shall authorize Lessee to conduct any business operations or commercial enterprise or to act as a Fixed Base Operator (FBO) on the Leased Premises. All such

activities are prohibited without the prior written approval of Lessor. However, nothing herein shall be construed to prohibit Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

16. Airport Maintenance. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

17. Obstructions. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.

18. Airport Development. Lessor reserves the right to further develop and improve the Airport as Lessor sees fit, regardless of the desires or views of Lessee, and without interference or hindrance from Lessee. If the development of the Airport requires the removal and/or relocation of Lessee's hangar building(s), Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:

- (a) Lessor will provide Lessee with written notice at least one hundred eighty (180) days prior to said removal and/or relocation, and
- (b) Lessor shall, in Lessor's sole discretion, either:
 - (i) Pay a third party to relocate Lessee's building(s) to a new location on the Airport,
or
 - (ii) Pay Lessee the fair market value of the building(s).

19. Snow Removal. Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within five (5) feet of hangar doors. The manner, speed and timeliness of snow removal shall be in the sole discretion of Lessor, and may vary from year to year and from snowfall to snowfall. Snow removal from the taxiways in front of Lessor's hangar shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared. Lessee hereby releases and holds Lessor harmless from any liability for any and all damages, incurred by Lessee, caused by or arising from the manner, speed, or timeliness of Lessor's snow removal.

20. Right to Inspect. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease, or to the operation of the Airport.

21. Hold Harmless and Indemnification. Lessee (including Lessee's members, managers, agents, employees, invitees officers, and representatives) agrees to protect, defend, reimburse, indemnify, and hold Lessor, as well as its agents, employees, administrators, representatives, and elected officers, and each of them, free and harmless at all times from and against any and all claims, liabilities, expenses, losses, costs, fines, and damages (including reasonable attorneys' fees) and causes of action of every kind and character against and from Lessor of any nature or by any reason, including, but not limited to, the following:

- (a) Theft or burglary in or about the Leased Premises;

- (b) Delay or interruption in any utility service from any cause whatsoever;
- (c) Fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever;
- (d) Any injury to any person or damage to any property; or
- (e) Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair.
- (f) Damage to property or the environment, including any contamination of any part of the Leased Premises, such as the soil or storm water by fuels and other petroleum products, chemicals, or other substances deemed by the Federal Environmental Protection Agency to be environmental contaminants at the time this Lease is executed or may be redefined by the appropriate regulatory agencies in the future;
- (g) Bodily injury (including death) incurred or sustained by any party, arising out of or incident to or in connection with Lessor's use or occupancy of the improvements on the Leased Premises;
- (h) Acts, omissions or operations hereunder or the performance, nonperformance or purported performance of Lessor, any breach of the terms of this Lease, or any other failure to comply with the terms and conditions of this Lease; or
- (i) Failure to comply with any applicable laws.

Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges that it is an express condition of this Lease. This Section 211 shall survive the termination of this Lease and shall remain in full force and effect with respect to any and all claims, liabilities, expenses, losses, costs, fines, and damages (including reasonable attorneys' fees) and causes of action of every kind and character set forth herein. Compliance with the insurance requirements set forth in Section 23 shall not relieve Lessee of its liability or obligation to indemnify Lessor (including its agents, employees, administrators, representatives, and elected officials, invitees, committee members, and commission members) as set forth herein.

22. Personal Guaranty. Each officer or member of Lessee shall sign a Personal Guaranty, in the form set forth in Exhibit C, a copy of which is attached hereto and incorporated herein, to ensure the performance of Lessor's obligations set forth in this Lease.

23. Insurance. Lessee shall, during the entire term hereof and at its sole cost and expense, maintain fire and extended coverage insurance on the Hangar and all furniture, fixtures, equipment, and personal property owned by Lessee located on the Airport. Lessor shall have no obligation to provide insurance for any of Lessee's personal property, or for Lessee's buildings, fixtures, or equipment which may be attached to or placed upon the Leased Premises.

Lessee shall, during the entire term hereof and at its sole cost and expense, maintain comprehensive general liability insurance against claims for bodily injury or death occurring in or about the Leased Premises, such insurance to afford minimum protection during the term of this Lease of not less than \$1,000,000.00 with respect to bodily injury or death to any one person and not less than \$1,000,000.00 with respect to any one accident, and of not less than \$500,000.00 for property damage. Lessee shall furnish to Lessor a certificate of any such policies of insurance required under this Section.

- (a) The insurance policies required to be carried by Lessor hereunder shall contain provisions that such policies are not subject to cancellation or change without at least thirty (30) days' written notice to Lessee.

(b) Any insurance required to be maintained by Lessee under this Section may be provided and maintained by blanket insurance covering the Leased Premises and other locations, properties, and insurable interests of Lessee, provided that the coverage obtained by such blanket policy shall be in a manner sufficient to satisfy the obligations of Lessee under this Section.

24. Abandonment. If Lessee fails to use the Hangar, for the purpose of storing aircraft owned by Lessee, for a continuous period of twelve (12) months, then Lessor may, in Lessor's sole discretion, terminate this Lease.

25. Liens and Encumbrances. Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest, or other charge, including liens for work, labor, or materials furnished, or alleged to have been furnished, on the Leased Premises.

26. Default and Termination.

(a) Default Defined. Lessee shall be deemed in default upon:

(i) Failure to pay rent or any other properly imposed fee within thirty (30) days after due date.

(ii) The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.

(iii) The commencement of any proceeding for dissolution or for the appointment of a receiver.

(iv) The making of an assignment for the benefit of creditors.

(v) Violation of any of the other terms or conditions of this Lease after written notice to cease and/or correct such violation has been served upon Lessee by Lessor, and after Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the notice by Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, Lessee may apply to Lessor for an extension of time within which to cure said violation.

(b) Effect of Default. Default by Lessee shall authorize Lessor, at its sole option, to declare this Lease void, to cancel the same, and to re-enter and take possession of the Leased Premises.

(c) Remedies. Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

(d) Restoration of Property. Upon termination of this Lease, Lessee shall remove all of its buildings, equipment, and property, and restore the Leased Premises to its original vacant condition within ninety (90) days, unless Lessor agrees, in writing, to accept all or any part of the property which Lessee wishes to abandon. Abandoned structures and improvements shall become the property of Lessor.

(e) Non-waiver. Any intentional or unintentional waiver by Lessor of any violation of this Lease by Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent, or contemporaneous violation.

27. Assignment, Encumbrance, Transfer, Sublease, or Sale.

(a) Assignment, Encumbrance, Transfer, Sublease or Sale. Lessee shall not assign, encumber, transfer, sublease, or sell this Lease, in whole or in part, to any to any entity, lender, person, or other partnership without prior written consent from Lessor, which consent may be withheld in Lessor's sole and complete discretion. Lessor's consent may include specific requirements or conditions.

(b) Obligations Upon Assignment, Encumbrance, Transfer, Sublease, or Sale. Upon any assignment, encumbrance, transfer, sublease, or sale of this Lease, in whole or in part, to any entity, lender, person, or other partnership will not relieve Lessee of the obligation to ensure performance of the requirements set forth in this Lease. The terms of this Lease shall prevail over any terms or conditions set forth in any assignment, encumbrance, transfer, sublease, or sale agreement unless specifically agreed to by the Parties in an amendment to this Lease.

(c) Conditions for Any Assignment, Transfer, Sublease or Sale. Lessor may, in its discretion, refuse to review or consider any request for, or consent to, any assignment, encumbrance, transfer, sublease, or sale of this Lease, in part or in whole, unless all of the following terms are complied with:

(i) Lessee shall have paid all outstanding fees and/or rent and other amounts due which have accrued in favor of Lessor.

(ii) Lessee shall have met all other legal obligations to be performed, kept and observed by it under the terms and conditions of this Lease.

(iii) Lessee shall provide Lessor, at the time notice is given of any proposed assignment, with whatever information Lessor shall request concerning the identity, background, financial responsibility, and other qualifications of the entity or individual involved in any such proposed transfer. Lessee acknowledges that Lessor cannot and will not act upon any request for approval of any such proposed transfer unless and until complete and accurate information is supplied regarding the proposed transferee.

28. Title. Title to the Hangar shall remain with Lessee and shall be transferable to any entity, lender, person, or other partnership only after Lessor has the opportunity to purchase the Hangar for a fair and reasonable price, as determined by market value at that time of proposed sale. Notwithstanding the provisions of the Minimum Standards Ordinance, at the end of the Lease term or upon termination, Lessee shall have the right to sell the Hangar and any improvements located on the Leased Premises that Lessee owns, or remove the same, and the purchaser or Lessee shall remove the same at their expense.

29. First Right of Refusal. During the term of the Lease, Lessee hereby grants Lessor the right to have the first opportunity to purchase the Hangar if and when such becomes available and the first right to meet any other offer from a third party. The terms of any such third-party offer shall be delivered in writing to Lessor, and Lessor shall have thirty (30) days from receipt in which to agree to meet the terms of said offer. If Lessor does not elect to purchase the Hangar, Lessee may transfer the Hangar to the third party on the same terms of the original offer. If Lessee does not transfer the Hangar pursuant to said offer, the terms of this Section shall continue to apply.

30. Subordination. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or the State of Wisconsin relative to the operation or maintenance

of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

31. Nondiscrimination. Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(a) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.

(b) In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

(c) Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

32. National Emergency. During time of war or other state or national emergency, Lessor shall have the right to suspend this Lease, and to turn over operation and control of the Airport to the State of Wisconsin and/or the United States Government during any period when the Airport shall be closed by any lawful authority, thereby restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this Lease so as to extend and postpone the expiration thereof.

33. Additional Provisions.

(a) Acceptance. Lessee agrees to accept said Airport and Leased Premises in "as is" condition as they now exist, and fully assume all risks incident to the use thereof, subject to the provisions of this Lease.

(b) Relationship of Parties. Lessee is, and shall be deemed to be, an independent party responsible for its respective acts and omissions, and Lessor shall in no way be responsible for any acts of Lessee. It is further mutually understood and agreed that nothing herein contained is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the Parties hereto or as constituting Lessee as the agent or representative or employee of Lessor for any purpose or in any manner whatsoever.

(c) Successors and Assigns; Binding Effect. All terms and conditions of this Lease shall be binding upon any successor, assign, purchaser, or transferee of any interest herein. In addition, the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the Parties hereto, as well as their respective heirs, successors, and assigns.

(d) Governing Law; Severability. This Lease shall be construed in accordance with the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by any 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 Lessor or Lessee in their respective rights and obligations contained in the valid

remaining covenants, conditions, and provisions of the Lease, and when such occurs, only such other covenants, conditions, or provisions shall be deleted as are incapable of enforcement.

(e) Amendments. All actions seeking amendment of this Lease shall be in writing approved and executed by both Parties. The Sawyer County Public Works Committee shall be charged with jurisdiction to review any requests to amend this Lease, and any amendment shall be approved by the Sawyer County Board of Supervisors.

(f) Entire Agreement. The Parties agree that this Lease constitutes the entire agreement between the Parties relating to the lease of the Leased Premises and Lessee's leasehold interest in the Leased Premises.

(g) Costs of Enforcement. Lessee covenants and agrees to pay and discharge all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by Lessor in enforcing the covenants and provision of this Lease.

(h) Notices. All notices to either of the Parties shall be deemed validly given upon deposit in the United States Mail, certified, with proper postage and certified fee prepaid, addressed as follows:

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

To Lessee/Sawyer Aviation, LLC
Attention: _____

(i) Notice of Change in Address. The Parties shall provide the other Party written notice of any change in address or contact information within ten (10) days of such change.

(j) Authority to Act. The individual executing this Lease hereby represents and warrants that he has authority to act on behalf of Lessee and has authority to bind Lessee. The Sawyer County Administrator has the authority to bind Lessor.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Hangar Ground Lease Agreement as of the date referenced above.

SAWYER COUNTY

Sawyer Aviation, LLC

By: Thomas R. Hoff
Its: County Administrator

By: _____
Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____ on behalf of Sawyer Aviation, LLC, a Wisconsin limited liability company. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires: _____

EXHIBITS TO BE ATTACHED:
EXHIBIT A – LEASED PREMISES DESCRIPTION
EXHIBIT B – PERSONAL GUARANTY

Exhibit A
Leased Premises

If the development of the airport requires the relocation of the Lessee's improvements, the Lessor agrees to provide a comparable location and agrees to relocate all buildings and improvements or provide similar facilities for the Lessee at no cost to the Lessee.

18. SUBORDINATION CLAUSE: This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States of America or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended immediately and without provision for additional consideration to include provisions required by those agreements with the United States of America or the State of Wisconsin.

IN WITNESS WHEREOF, the parties have hereunto set their hands and
Seals this 30th day of September, 1991, in the City of Hayward,
Sawyer County, Wisconsin.

IN THE PRESENCE OF:

Julie Hoyer
Sandy Helke

LESSOR:

By: Robert H. Kinney (SEAL)
Robert H. Kinney, Sawyer County Board Chairman
By: Kris Mayberry (SEAL)
Kris Mayberry, Sawyer County Clerk

LESSEE:

Richard A. Stöfka (SEAL)
Richard A. Stöfka
Title: _____

Subscribed and sworn to before me this
* 30th day of Sept., 19 91
Julie Hoyer
Notary Public
My Commission (expires) 11-15-92

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

THIS DOCUMENT DRAFTED BY NORMAN L. YACKEL, ATTORNEY
SAWYER CORPORATION COUNSEL

Wt
Gd





PERSONAL GUARANTY

The undersigned _____ ("Guarantor"), in consideration for and as an inducement to Sawyer County (the "County") to enter into the Hangar Ground Lease Agreement ("Lease Agreement") dated September 30, 2021, does hereby absolutely and unconditionally personally guaranty the performance of Sawyer Aviation, LLC, as Lessee (herein "Lessee"), for performance of all the terms and conditions imposed upon Lessee in the Lease Agreement. Guarantor does hereby waive all notice of default on the part of Lessee.

This Guaranty benefits the County and its successors and assigns, and binds Guarantor, and Guarantor's heirs, personal representatives, successors and assigns. This Guaranty shall continue in full force and effect notwithstanding any change in structure or status of Lessee or the County, whether by merger, consolidation, reorganization or otherwise, or assignment of this Guaranty to a successor of the County.

This Guaranty is intended by Guarantor and the County as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guaranty. This Guaranty may not be supplemented or modified except in writing signed by both Guarantor and the County. This Guaranty shall be construed according to the laws of the State of Wisconsin.

Guarantor acknowledges and agrees that the County (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to Guarantor for, and (c) has no duty to provide information to Guarantor regarding, the enforceability of any of the obligations or the financial condition of Lessee or another guarantor. **Guarantor has independently determined the ability of Lessee to perform the required obligations set forth in the Lease Agreement, and until the obligations set forth in the Lease Agreement are completed, Guarantor will independently and without reliance on the County continue to make such determinations.**

GUARANTOR AND THE COUNTY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS GUARANTY, THE OBLIGATIONS GUARANTEED BY THIS GUARANTY, OR ANY CONDUCT, ACT OR OMISSION OF THE COUNTY, AND AGREE AND CONSENT THAT ANY SUCH ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM SHALL BE DECIDED BY TRIAL TO THE COURT WITHOUT A JURY. GUARANTOR ACKNOWLEDGES AND UNDERSTANDS THAT THIS WAIVER AND CONSENT CONSTITUTES A MATERIAL INDUCEMENT TO THE COUNTY TO ENTER INTO THE TRANSACTION WITH LESSEE.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned Guarantor has executed and delivered this Guaranty to take effect as of the date noted below.

1

_____, an individual

Date

MARITAL PURPOSE STATEMENT. Guarantor is married and represents that the obligations in this Guaranty are incurred in the interest of his marriage or family.

_____, an individual

Date

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public in and for said County and State, personally appeared _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires: _____

SPOUSAL CONSENT TO GUARANTY

To: Sawyer County
Sawyer Aviation, LLC

My spouse, _____, has agreed to personally guaranty the obligations of Sawyer Aviation, LLC owed to Sawyer County pursuant to the Hangar Ground Lease Agreement dated September 30, 2021. I consent to this act by my spouse.

Dated as of _____, 2021.

Name: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public in and for said County and State, personally appeared _____ . In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires: _____



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WHEREAS, Wisconsin law permits Sawyer County (the “County”) to own real property and to enter into certain agreements to encumber its real property, including the grant of leasehold interests;

WHEREAS, the County wishes to enter into those certain Hangar Ground Lease Agreement with David McCorquodale (“McCorquodale”), as set forth in Exhibit A, which is attached hereto and incorporated herein;

WHEREAS, the County Board considered this Resolution and the McCorquodale Hangar Ground Lease Agreement at its meeting on September 16, 2021, and voted to approve the McCorquodale Hangar Ground Lease Agreement.

1. Recitals. The recitals set forth above are true and accurate, and are therefore incorporated into this Resolution and shall be used not just for reference.

3. Action by County Administrator. The County Administrator is hereby authorized to execute the McCorquodale Hangar Ground Lease Agreement on behalf of the County and take whatever steps necessary to complete the transactions contemplated by this Resolution.

37 The subject matter of this Resolution and the McCorquodale Hangar Ground Lease Agreement
38 was discussed by the Sawyer County Public Works Committee on September 8, 2021 and was
39 recommended for approval by the County Board at its meeting on September 16, 2021.

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41
42 _____
43 Ron Kinsley, Chair

Marc Helwig, Vice Chair

44
45
46 _____
47 Brian Bisonette, Member

Dale Olson, Member

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50 _____
51 Ed Peters, Member

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53 The subject matter of this Resolution and the McCorquodale Hangar Ground Lease Agreement
54 was approved by the Sawyer County Board of Supervisors this 16th day of September, 2021.

55
56
57 _____
58 Tweed Shuman,
59 Sawyer County Board of Supervisors Chair

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61
62 _____
63 Lynn Fitch,
64 Sawyer County Clerk

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66 EXHIBIT A:
67 McCorquodale Hangar Ground Lease Agreement

HANGAR GROUND LEASE AGREEMENT

THIS HANGAR GROUND LEASE AGREEMENT (the "Lease") is made and entered into on the date indicated below, by and between Sawyer County, a political subdivision of the State of Wisconsin, ("Lessor"), and David McCorquodale ("Lessee"). Lessor and Lessee may be referred to herein in the singular as a "Party" or collectively as the "Parties."

WHEREAS, Lessor owns and operates an airport known as the Sawyer County Municipal Airport at Hayward, Wisconsin (the "Airport"), and said Lessee is desirous of leasing from Lessor a certain parcel of land (the "Leased Premises") on the Airport property, hereinafter more fully described; and

WHEREAS, there presently exists a hangar on the Leased Premises described as Hangar No. _____ (the "Hangar") and said Hangar is owned by Lessee; and

WHEREAS, Lessee will use the Leased Premises and existing Hangar for the purposes set forth in this Lease;

NOW, THEREFORE, for and in consideration of the rental charges, covenants and the agreements herein contained, Lessee does hereby hire, take and lease from Lessor and Lessor does hereby grant, demise and lease unto Lessee the following premises, rights and easements on and to the Airport upon the following terms and conditions:

1. Property Description. See attached Exhibit A of the Leased Premises.

2. Term and Extension. The term of this Lease shall be for a period of twenty (20) years commencing September 30, 2021. Lessee shall have the right to renew this Lease for one additional successive ten (10) year period under the same terms and conditions as set forth herein with the exception of the rent amount paid in Section 3 below, which shall be adjusted for inflation. Lessee shall provide Lessor six (6) months' notice in writing of Lessee's intent to extend the Lease term. In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration of the term of this Lease or upon termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Lease and shall be considered a month-to-month rental of the Leased Premises.

3. Rent.

(a) **Annual Rent.** Lessee shall pay to Lessor for the use of the Leased Premises a yearly rent of fifteen cents (\$0.15) per square foot for the land leased, for a total annual charge of \$540.00 ("Rent"). Rent shall be payable in advance on January 1, and on each anniversary thereof until this Lease terminates. Rent payments shall be due annually on January 1, without further notice from Lessor.

(b) **Rent Adjustment.** Rent shall be adjusted on an annual basis in conjunction with annual increases in the Consumer Price Index for All Urban Consumers in the Midwest published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 100. Notice of a rent adjustment that is effective for the next calendar year shall be delivered on or before November 1 of the year prior to the year for which such adjustment shall apply.

(c) **One-Time Assessment.** Lessee shall also pay a one-time assessment of One Thousand Dollars (\$1,000.00), payable to Lessor upon Lessee's execution of this Lease.

4. Taxes. Lessee shall pay all taxes and assessments that may be levied against the personal property or buildings, including the Hangar, of Lessee.

5. **Utilities.** Lessor shall be responsible for payment of all of its own utility expenses (gas, electric, telephone, heat, etc.) and at no time shall Lessee use the utilities of Lessor without Lessor's prior written consent, nor shall Lessee have its utility bills placed in the name of Lessor.

6. **Other Fees.** Nothing herein shall limit Lessor's right to impose, and Lessee's obligation to pay, any and all other fees which Lessor may establish from time to time for Airport services and privileges.

7. **Buildings and Structures.** Lessee shall have the right to maintain buildings or structures upon the Leased Premises, providing such buildings or structures are in accordance with all federal, state, and local regulations. All plans for such buildings or structures shall be reviewed and approved in writing by Lessor prior to construction.

8. **Permitted Uses.** Subject to the terms and conditions hereinafter set forth, Lessee is hereby given the following rights and privileges for the use of the Leased Premises during the term of this Lease:

(a) Lessor grants to Lessee the privilege of maintaining, occupying, and operating a hangar building upon the Leased Premises. Additional improvements shall require additional written approval from Lessor prior to construction.

(b) Lessee shall not construct living quarters or use space on the Leased Premises as living quarters.

(c) Lessee shall use the Hangar and any other improvements on the Leased Premises primarily for the storage of aircraft owned or leased by Lessee or Lessee's immediate family, affiliates, subsidiaries, officers, directors, or employees.

(d) Lessee shall have the right to install, operate, maintain, and store, subject to the approval of Lessor in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of such aircraft.

(e) Lessee shall not store any items outside of the Hangar without prior written approval of Lessor.

(f) Any additional use of the Leased Premises by Lessee not relating to such aircraft storage and maintenance thereof must be approved by Lessor in writing prior to such use and is subject to the Minimum Standards Ordinance.

(g) Lessee shall have the right to the non-exclusive use of the common areas of the Airport and improvements thereon, including, the terminal, roadways, aprons, taxiways, runways, and other conveniences for the take-off, flying, and landing of aircraft.

(h) Lessor covenants that Lessee shall and may peaceably and quietly have, hold and enjoy Leased Premises exclusively to it during the term of letting thereof unless such term shall cease, close, or expire sooner or shall be terminated as provided in this Lease.

At no time shall Lessee store any flammable material (except for fuel in the aircraft), nor shall Lessee store explosives or other dangerous or hazardous materials, in or around the Hangar, without Lessor's prior written consent.

Lessee shall not hereafter make use of the Leased Premises in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually

distinguish the airfield, or otherwise endanger the landing, take-off, or maneuvering of aircraft. Lessor reserves the right to enter upon the Leased Premises hereby and abate any such hazard at the expense of Lessee.

9. Nonexclusive Rights. Lessee shall have the nonexclusive right, in common with others so authorized:

(a) To use the common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals, and other conveniences for the take-off, flying, and landing of aircraft.

(b) To use the Airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of Lessor to charge fees for the use of such areas.

(c) To use all access ways to and from the Leased Premises, limited to streets, driveways or sidewalks designated for such purposes by Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.

10. Hangar Maintenance. Lessee will maintain its Hangar, associated appurtenances, and the surrounding land in a safe, useful, clean, painted, neat, and orderly condition, and Lessee shall perform such repairs, maintenance, and upkeep as Lessor shall deem necessary and appropriate to maintain the safety of the Airport and to maintain the attractive, professional appearance of the Airport. Lessee shall provide all janitorial services within the Hangar. Lessee agrees that there will be no outside storage of equipment, materials, or supplies on the Leased Premises. Lessee further agrees not to deposit any trash, garbage, petroleum products, etc. on any part of the Airport. In the event Lessee fails to comply with this Section 10, Lessor may notify Lessee in writing that such maintenance, cleaning repair or replacement shall be done, and in the event that Lessee fails to correct the condition within fifteen (15) days of Lessor's written notice, Lessor may enter the Leased Premises and the Hangar and provide the necessary custodial service and bill Lessee for the expense thereof. In the event of fire or any other damage or casualty to structures owned by Lessee, Lessee shall repair, replace, or remove the damaged structure, and restore the Leased Premises to its original condition, within one hundred twenty (120) days of the date the damage occurred. Upon petition by Lessee, Lessor may grant an extension of time if it appears such extension is warranted.

11. Obstruction Lights. Whenever determined necessary by Lessor, Lessee agrees to install, maintain, and operate proper obstruction lights on the tops of all of Lessee's buildings or structures, at Lessee's sole cost.

12. Signs. No signs or advertising matter may be erected on the Leased Premises without the prior written consent of Lessor.

13. Rules and Regulations. Lessee agrees to observe and obey all current and future laws, ordinances, rules, and regulations (including the Minimum Standards Ordinance) promulgated and enforced by Lessor and by other proper authority having jurisdiction over the conduct of operations at the Airport, provided the same are consistent with the procedures proscribed or approved from time to time by the Federal Aviation Agency for landing and taking off of Lessee's aircraft.

14. Security. Lessee shall comply at all times with all federal and state security and safety regulations and mandates. A hangar shall be locked at all times when an aircraft is stored within the Hangar and Lessee, or Lessee's agent, is not present at the Hangar. Keys shall not be left in any unattended aircraft whether or not the aircraft is located within the Hangar.

15. Commercial Operations. Nothing in this Lease shall authorize Lessee to conduct any business operations or commercial enterprise or to act as a Fixed Base Operator (FBO) on the Leased Premises. All such

activities are prohibited without the prior written approval of Lessor. However, nothing herein shall be construed to prohibit Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

16. Airport Maintenance. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

17. Obstructions. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.

18. Airport Development. Lessor reserves the right to further develop and improve the Airport as Lessor sees fit, regardless of the desires or views of Lessee, and without interference or hindrance from Lessee. If the development of the Airport requires the removal and/or relocation of Lessee's hangar building(s), Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:

- (a) Lessor will provide Lessee with written notice at least one hundred eighty (180) days prior to said removal and/or relocation, and
- (b) Lessor shall, in Lessor's sole discretion, either:
 - (i) Pay a third party to relocate Lessee's building(s) to a new location on the Airport, or
 - (ii) Pay Lessee the fair market value of the building(s).

19. Snow Removal. Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within five (5) feet of hangar doors. The manner, speed and timeliness of snow removal shall be in the sole discretion of Lessor, and may vary from year to year and from snowfall to snowfall. Snow removal from the taxiways in front of Lessor's hangar shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared. Lessee hereby releases and holds Lessor harmless from any liability for any and all damages, incurred by Lessee, caused by or arising from the manner, speed, or timeliness of Lessor's snow removal.

20. Right to Inspect. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease, or to the operation of the Airport.

21. Hold Harmless and Indemnification. Lessee (including Lessee's members, managers, agents, employees, invitees officers, and representatives) agrees to protect, defend, reimburse, indemnify, and hold Lessor, as well as its agents, employees, administrators, representatives, and elected officers, and each of them, free and harmless at all times from and against any and all claims, liabilities, expenses, losses, costs, fines, and damages (including reasonable attorneys' fees) and causes of action of every kind and character against and from Lessor of any nature or by any reason, including, but not limited to, the following:

- (a) Theft or burglary in or about the Leased Premises;

- (b) Delay or interruption in any utility service from any cause whatsoever;
- (c) Fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever;
- (d) Any injury to any person or damage to any property; or
- (e) Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair.
- (f) Damage to property or the environment, including any contamination of any part of the Leased Premises, such as the soil or storm water by fuels and other petroleum products, chemicals, or other substances deemed by the Federal Environmental Protection Agency to be environmental contaminants at the time this Lease is executed or may be redefined by the appropriate regulatory agencies in the future;
- (g) Bodily injury (including death) incurred or sustained by any party, arising out of or incident to or in connection with Lessor's use or occupancy of the improvements on the Leased Premises;
- (h) Acts, omissions or operations hereunder or the performance, nonperformance or purported performance of Lessor, any breach of the terms of this Lease, or any other failure to comply with the terms and conditions of this Lease; or
- (i) Failure to comply with any applicable laws.

Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges that it is an express condition of this Lease. This Section 211 shall survive the termination of this Lease and shall remain in full force and effect with respect to any and all claims, liabilities, expenses, losses, costs, fines, and damages (including reasonable attorneys' fees) and causes of action of every kind and character set forth herein. Compliance with the insurance requirements set forth in Section 22 shall not relieve Lessee of its liability or obligation to indemnify Lessor (including its agents, employees, administrators, representatives, and elected officials, invitees, committee members, and commission members) as set forth herein.

22. Insurance. Lessee shall, during the entire term hereof and at its sole cost and expense, maintain fire and extended coverage insurance on the Hangar and all furniture, fixtures, equipment, and personal property owned by Lessee located on the Airport. Lessor shall have no obligation to provide insurance for any of Lessee's personal property, or for Lessee's buildings, fixtures, or equipment which may be attached to or placed upon the Leased Premises.

Lessee shall, during the entire term hereof and at its sole cost and expense, maintain comprehensive general liability insurance against claims for bodily injury or death occurring in or about the Leased Premises, such insurance to afford minimum protection during the term of this Lease of not less than \$1,000,000.00 with respect to bodily injury or death to any one person and not less than \$1,000,000.00 with respect to any one accident, and of not less than \$500,000.00 for property damage. Lessee shall furnish to Lessor a certificate of any such policies of insurance required under this Section.

- (a) The insurance policies required to be carried by Lessor hereunder shall contain provisions that such policies are not subject to cancellation or change without at least thirty (30) days' written notice to Lessee.
- (b) Any insurance required to be maintained by Lessee under this Section may be provided and maintained by blanket insurance covering the Leased Premises and other locations, properties, and insurable interests of Lessee, provided that the coverage obtained by such blanket policy shall be in a manner sufficient to satisfy the obligations of Lessee under this Section.

23. Abandonment. If Lessee fails to use the Hangar, for the purpose of storing aircraft owned by Lessee, for a continuous period of twelve (12) months, then Lessor may, in Lessor's sole discretion, terminate this Lease.

24. Liens and Encumbrances. Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest, or other charge, including liens for work, labor, or materials furnished, or alleged to have been furnished, on the Leased Premises.

25. Default and Termination.

(a) Default Defined. Lessee shall be deemed in default upon:

(i) Failure to pay rent or any other properly imposed fee within thirty (30) days after due date.

(ii) The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.

(iii) The commencement of any proceeding for dissolution or for the appointment of a receiver.

(iv) The making of an assignment for the benefit of creditors.

(v) Violation of any of the other terms or conditions of this Lease after written notice to cease and/or correct such violation has been served upon Lessee by Lessor, and after Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the notice by Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, Lessee may apply to Lessor for an extension of time within which to cure said violation.

(b) Effect of Default. Default by Lessee shall authorize Lessor, at its sole option, to declare this Lease void, to cancel the same, and to re-enter and take possession of the Leased Premises.

(c) Remedies. Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

(d) Restoration of Property. Upon termination of this Lease, Lessee shall remove all of its buildings, equipment, and property, and restore the Leased Premises to its original vacant condition within ninety (90) days, unless Lessor agrees, in writing, to accept all or any part of the property which Lessee wishes to abandon. Abandoned structures and improvements shall become the property of Lessor.

(e) Non-waiver. Any intentional or unintentional waiver by Lessor of any violation of this Lease by Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent, or contemporaneous violation.

26. Assignment, Encumbrance, Transfer, Sublease, or Sale.

(a) Assignment, Encumbrance, Transfer, Sublease or Sale. Lessee shall not assign, encumber, transfer, sublease, or sell this Lease, in whole or in part, to any to any entity, lender, person, or other partnership without prior written consent from Lessor, which consent may be withheld in Lessor's sole and complete discretion. Lessor's consent may include specific requirements or conditions.

(b) Obligations Upon Assignment, Encumbrance, Transfer, Sublease, or Sale. Upon any assignment, encumbrance, transfer, sublease, or sale of this Lease, in whole or in part, to any entity, lender, person, or other partnership will not relieve Lessee of the obligation to ensure performance of the requirements set forth in this Lease. The terms of this Lease shall prevail over any terms or conditions set forth in any assignment, encumbrance, transfer, sublease, or sale agreement unless specifically agreed to by the Parties in an amendment to this Lease.

(c) Conditions for Any Assignment, Transfer, Sublease or Sale. Lessor may, in its discretion, refuse to review or consider any request for, or consent to, any assignment, encumbrance, transfer, sublease, or sale of this Lease, in part or in whole, unless all of the following terms are complied with:

(i) Lessee shall have paid all outstanding fees and/or rent and other amounts due which have accrued in favor of Lessor.

(ii) Lessee shall have met all other legal obligations to be performed, kept and observed by it under the terms and conditions of this Lease.

(iii) Lessee shall provide Lessor, at the time notice is given of any proposed assignment, with whatever information Lessor shall request concerning the identity, background, financial responsibility, and other qualifications of the entity or individual involved in any such proposed transfer. Lessee acknowledges that Lessor cannot and will not act upon any request for approval of any such proposed transfer unless and until complete and accurate information is supplied regarding the proposed transferee.

27. Title. Title to the Hangar shall remain with Lessee and shall be transferable to any entity, lender, person, or other partnership only after Lessor has the opportunity to purchase the Hangar for a fair and reasonable price, as determined by market value at that time of proposed sale. Notwithstanding the provisions of the Minimum Standards Ordinance, at the end of the Lease term or upon termination, Lessee shall have the right to sell the Hangar and any improvements located on the Leased Premises that Lessee owns, or remove the same, and the purchaser or Lessee shall remove the same at their expense.

28. First Right of Refusal. During the term of the Lease, Lessee hereby grants Lessor the right to have the first opportunity to purchase the Hangar if and when such becomes available and the first right to meet any other offer from a third party. The terms of any such third-party offer shall be delivered in writing to Lessor, and Lessor shall have thirty (30) days from receipt in which to agree to meet the terms of said offer. If Lessor does not elect to purchase the Hangar, Lessee may transfer the Hangar to the third party on the same terms of the original offer. If Lessee does not transfer the Hangar pursuant to said offer, the terms of this Section shall continue to apply.

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

30. Nondiscrimination. Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(a) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.

(b) In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

(c) Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

31. National Emergency. During time of war or other state or national emergency, Lessor shall have the right to suspend this Lease, and to turn over operation and control of the Airport to the State of Wisconsin and/or the United States Government during any period when the Airport shall be closed by any lawful authority, thereby restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this Lease so as to extend and postpone the expiration thereof.

32. Additional Provisions.

(a) Acceptance. Lessee agrees to accept said Airport and Leased Premises in "as is" condition as they now exist, and fully assume all risks incident to the use thereof, subject to the provisions of this Lease.

(b) Relationship of Parties. Lessee is, and shall be deemed to be, an independent party responsible for its respective acts and omissions, and Lessor shall in no way be responsible for any acts of Lessee. It is further mutually understood and agreed that nothing herein contained is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the Parties hereto or as constituting Lessee as the agent or representative or employee of Lessor for any purpose or in any manner whatsoever.

(c) Successors and Assigns; Binding Effect. All terms and conditions of this Lease shall be binding upon any successor, assign, purchaser, or transferee of any interest herein. In addition, the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the Parties hereto, as well as their respective heirs, successors, and assigns.

(d) Governing Law; Severability. This Lease shall be construed in accordance with the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by any 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 Lessor or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions, and provisions of the Lease, and when such occurs, only such other covenants, conditions, or provisions shall be deleted as are incapable of enforcement.

(e) Amendments. All actions seeking amendment of this Lease shall be in writing approved and executed by both Parties. The Sawyer County Public Works Committee shall be charged with jurisdiction to review any requests to amend this Lease, and any amendment shall be approved by the Sawyer County Board of Supervisors.

(f) Entire Agreement. The Parties agree that this Lease constitutes the entire agreement between the Parties relating to the lease of the Leased Premises and Lessee's leasehold interest in the Leased Premises.

(g) Costs of Enforcement. Lessee covenants and agrees to pay and discharge all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by Lessor in enforcing the covenants and provision of this Lease.

(h) Notices. All notices to either of the Parties shall be deemed validly given upon deposit in the United States Mail, certified, with proper postage and certified fee prepaid, addressed as follows:

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

To Lessee/David McCorquodale
Attention: _____

(i) Notice of Change in Address. The Parties shall provide the other Party written notice of any change in address or contact information within ten (10) days of such change.

(j) Authority to Act. The individual executing this Lease hereby represents and warrants that he has authority to act on behalf of Lessee and has authority to bind Lessee. The Sawyer County Administrator has the authority to bind Lessor.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Hangar Ground Lease Agreement as of the date referenced above.

SAWYER COUNTY

DAVID MCCORQUODALE

By: Thomas R. Hoff
Its: County Administrator

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Thomas R. Hoff, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

NOTARY PUBLIC
My commission expires: _____

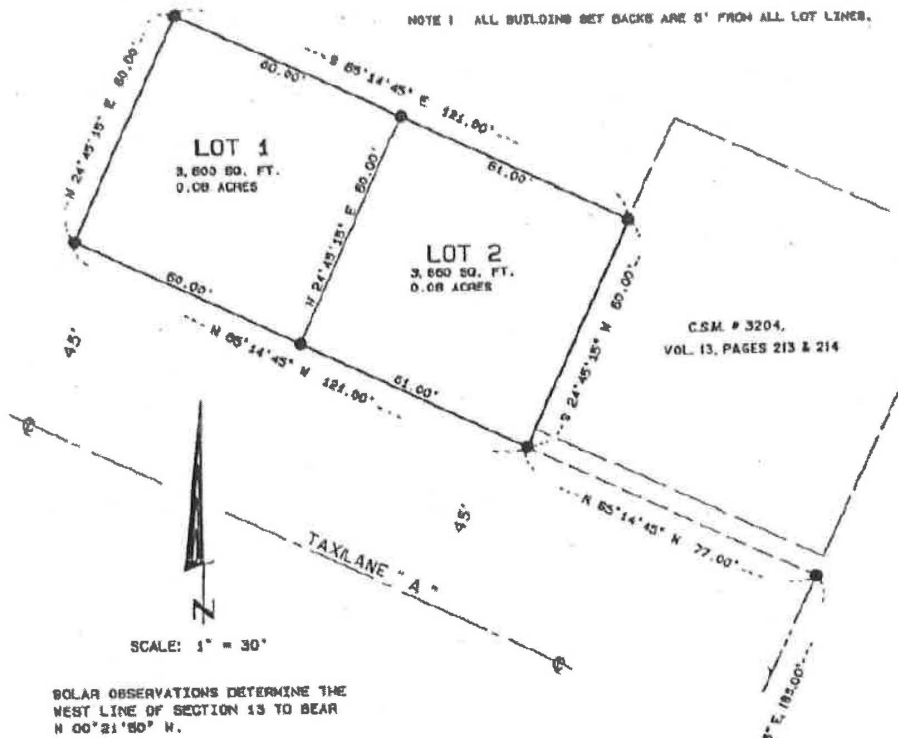
STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared _____ on behalf of David McCorquodale. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 2021.

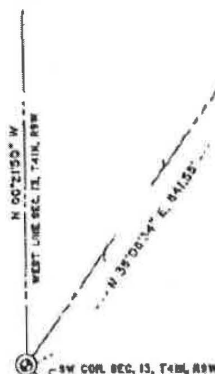
NOTARY PUBLIC
My commission expires: _____

EXHIBITS TO BE ATTACHED:
EXHIBIT A – LEASED PREMISES DESCRIPTION

Exhibit A
Leased Premises



Ronald L. Peterson
RONALD L. PETERSON
S-0803
SEPTEMBER 4, 1991



CERTIFIED SURVEY MAP
PART OF THE SW-1/4, SEC. 13,
T4N, R9W, TOWN OF HAYWARD,
SANDY COUNTY, WISCONSIN.

LEGEND
① FD. 2 1/2" IP W/BRASS CAP
② FD. 1" IRON PIPE
● SET 11/4" x 30" IP, NT=1.13/FT

HEART OF THE NORTH
SURVEYS INC. SEPT. 4, 1991
RT. 10, BOX 251 S113-106
HAYWARD, WISC. 54843
715-634-2442 PAGE 1 OF 2

Official Survey Map **3430**

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I, Ronald L. Peterson, Wisconsin Registered Land Surveyor hereby certify that in compliance with Chapter 236.34 of the Wisconsin Statutes, I have surveyed, and mapped the land herein described, and that in my opinion this map is a correct representation of the survey made, to the best of my knowledge and ability, and that this survey has been made under the direction of SAWYER COUNTY, owner.

This land is located in the SW1/4-SW1/4, Section 13, T41N, R9W, Town of Hayward, Sawyer County Wisconsin described as follows:

Commencing at the Southwest corner of Section 13, T 41 N, R 9 W,
Thence N 35°00'54" E, 841.55 feet, Thence N 24°45'15" E, 185.00 feet,
Thence N 65°14'45" W, 77.00 feet to the ACTUAL POINT OF BEGINNING,
Thence continue N 65°14'45" W, 121.00 feet, Thence N 24°45'15" E, 60.00
feet, Thence S 65°14'45" E, 121.00 feet, Thence S 24°45'15" W, 60.00
feet to the POINT OF BEGINNING.

Subject to all existing easements and reservations.

Note! Sawyer County has created these parcels for usage in a lease agreement for the construction of aircraft hangers.



Highway Commissioner Report September, 2021

Mowing continues on both state and county highways. Due to a shortage of staff there have been many times that the mowers have been parked so mowing personnel can assist the regular crew. With the resignation of one of our mower operators and inability to fill the position, our mowing operations are way behind schedule.

The pre-construction conference for the bridge on CTH E over the Couderay River was held on August 12, 2021. At that meeting it was announced that the project start date was delayed until September 15, 2021. As I indicated in an email to committee members, I was not happy with this decision and lack of communication from the contractor.

Paving and shouldering on a 1.7-mile section of CTH K was completed. Pavement marking will be coordinated with our other projects as they become completed.

Milling work was completed on STH 77 and CTH B. The milled areas of STH 77 were immediately repaired with hot mix asphalt. The paving on CTH B started on Tuesday August 24, 2021 and is expected to continue for 9-10 days, weather permitting.

We are currently short one flagger position and one seasonal skilled position. We were unable to recruit anyone to fill these positions.

On August 25, 2021 I met with LCO grant writers to explore funding opportunities with Sawyer County and LCO, as it relates to transportation. There are many programs that are being developed and we will work together to see if we can secure some of these funds.

The regional Commissioners and Committee Members meeting will be held on Thursday, October 21, 2021 at the Vet Center in Hayward. The meeting starts at 9:30 a.m. and typically ends around noon. As we get closer to the date, an agenda will be provided.

There are currently no employees out on worker's compensation.

Maintenance Report September 2021

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

I. Courthouse:

- Two buildings were demolished in August on properties currently in Sawyer County's possession.
- Two older heat pumps in the 1995 courthouse addition were replaced. Our plan is to replace four more before the end of the year.
- We started working on office moves in the Health and Human Services department that will create a conference room for ADRC, an office with a meeting area for health department nurses, and will create additional office space for Sanitation employees.

II. Sheriff's Department:

- The annual jail inspection went well.
- I am currently working with Legend Architecture on the required plan submittal for converting part of the Maintenance garage into a secure Swat garage.
- The LED conversion in the jail has been completed.
- A three-ton mini split air conditioner has been installed in the jail kitchen.