



Sawyer County

Agenda

Public Works Committee Meeting
Wednesday, December 13, 2023 @ 6:30 PM
Sawyer County Board Room
Revised: Tuesday, December 12, 2023 12:58 PM

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 at 1-312-626-6799 with the Webinar ID: 979 8289 8675. Use *9 to Raise/lower hand and *6 to Unmute/mute. 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. PLEDGE OF ALLEGIANCE

4. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

5. MEETING AGENDA

6. PUBLIC COMMENTS

- a. At this time, members of the public will be given the opportunity to address the Committee. 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.

7. CONSIDER APPROVAL OF MINUTES FROM PREVIOUS MEETING

[11.8.23 Public Works Minutes DRAFT](#)

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a.

8. MAINTENANCE DEPARTMENT REPORT

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- a. Project report
[Maintenance Report December 2023](#)

9. SAWYER COUNTY AIRPORT REPORT

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- a. Hayward Aviation, LLC (contracted Airport management) report
[December Airport Report](#)

- b. Airport Runway Snowplowing Update

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- c. New Hangar Lease - Korn, Clifton & Petrich, Gary (discussion and possible action)
[1\) 7.1.24 New Lease Due - KORN Hangar Lease - Sawyer County \(v.3\)](#)
[2\) Res 2023 - APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE - Korn.Petrich](#)

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- d. New Hangar Lease - Lois Lund (discussion and possible action)
[1\) 9.1.2024 New Lease Due - LUND Hangar Lease - Sawyer County \(v.3\)](#)
[2\) Res 2023 - APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE - Lund](#)

10. HIGHWAY COMMISSIONER'S REPORT

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- a. [Commissioner Report 11-30-23 Pinnow](#)

- b. Winter Maintenance Budget

- c. Roundabout Update

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- d. Consider County Gravel Pit Siting/Development on County Land (discussion and possible action)
[1\) gravel pit parcel map](#)
[2\) gravel pit proposal map](#)

11. COURTROOM REMODELING UPDATE

12. FUTURE AGENDA ITEMS

13. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS

14. ADJOURNMENT

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 November 8, 2023 meeting of the Sawyer County
Public Works Committee
Of the Sawyer County Board of Supervisors
Board Room; Sawyer County**



Voting Committee Members Present:

- ☒ Chair: **Ron Kinsley**
- ☐ Marc Helwig
- ☒ Ed Peters– Vice Chair - virtual
- ☒ Chris Rusk - virtual
- ☒ Brian Bisonette - virtual

Others Present:

Andy Albarado	Derek Leslie
Lynn Fitch	Linda Zillmer
Cathy LaReau	
John Pinnow	

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

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

Meeting Agenda –

Public Comments – Nancy Schryer

Minutes from the previous meeting dated: October 11, 2023

Motion to approve made by: Mr. Peters Second by: Mr. Bisonette
Motion carried without negative vote.

Maintenance Department Report -

A written report was provided highlighting the construction projects yet ongoing. Mr. Albarado advised that Sawyer County airport snow removal equipment is ready for the upcoming snow removal season, and furnace repairs at the highway department are complete. The department is making progress renovating the block of offices that used to house the HHS fiscal department. Some department staff will be on leave in December so they are working on filling those gaps.

Sawyer County Airport Report -

A written report was provided and reviewed by Mr. Leslie. October traffic volumes and sales at the airport were up in comparison to the previous year. The Master Plan “Planning Advisory Committee” will be meeting was held on November 8th, and all documents pertaining to said meeting are available on the website at: sawyercounty.airportstudy.net. There are two more meetings planned with the consultant and the first public meeting will be held sometime in February; public notices will be provided. “Hayward Aviation” has entered into discussions with County Administration in reference to acquiring a deice truck to further its services at the airport.

Highway Commissioner’s Report -

A written report was provided and reviewed by Mr. Pinnow. Crews have started the brushing season, patching and sealing some state and county bridges, and County AA paving, striping and shouldering is complete. We have about \$150,000 of storm damage reimbursement thus far. They are gearing up for the winter season. A public involvement meeting will be held November 9th in the county board room for the County B to Chippewa trail project that will take place in 2025. Staffing changes were reviewed.

Roundabout Update – Mr. Pinnow advised that the application has been completed with a 3-phase project at Hwy B/K. They will be working with LCO on this project.

Courtroom Remodeling Update -

Mr. Albarado stated that they continue to work on punch list items so we are not signing off on the project until everything is worked out.

Future Agenda Items -

Correspondence, reports from conferences and meetings -

Adjournment – 6:56 pm

Next Meeting: December 13, 2023 **Time:** 6:30 pm **Location:** Board Room
Minutes recorded by Lynn Fitch, County Clerk

DRAFT

Maintenance Report December 2023

Along with routine building and equipment maintenance, the following maintenance projects were started or completed in November:

I. Courthouse:

- We finished renovating the block of offices that used to house the Health and Human Services Fiscal Department and moved Administration into those offices.
- Completed installing the mini split heat/air conditioning system at the dog pound.
- In addition to routine building and grounds maintenance and projects, maintenance staff responded to, and completed, forty-six service requests, fifty-five reactive work orders, and thirty-six preventative work orders in the past thirty days.
- Counting my scheduled workday and after hours, I responded to an average of twenty-nine work related phone calls per day in November.
- Because of workers needing to be off, we will be experiencing staffing challenges potentially until the end of January 2024.
- We have experienced several problems with the heating system for the new addition and have been working with the installers and our controls company to correct them.

II. Airport:

- Last month, I had reported that everything was ready to go as far as snow removal at the airport was concerned. However, shortly after sending out my report, I was informed that our snow removal contractor was going out of business.
 - We have now contracted with Shane Kreyer LLC for airport snow removal.

Sawyer County Airport Management Report

December 2023

(Provided by Airport Manager Derek Leslie)

- The month of November continued the yearlong trend of increased operations year over last.
- The Master Plan website is up to date on progress thus far.
<https://www.sawyercounty.airportstudy.net>
- Our new airport snow removal contractor is in place. We will be doing onsite training the first part of December.
- Brushing at the airport has been going well. Thanks again to the Highway Department for bringing out their long reach mower/tractor. They cleared out some of the more difficult to reach areas. This December we will be clearing some of the taller trees on the south side of the airport INSIDE the fence. This area is visible from Airport road so if anyone talks calls wondering what we are doing, it is simply routine maintenance keeping the approaches clear for the runway.
- The Runway Rehab Project is still scheduled for spring of 2025. This project has been ongoing for year(s) and has had no changes as a result of the ongoing Master Plan for the airport. There will be a 90% design review meeting mid 2024 with bid's going out late 2024 early 2025. The WI BOA handles this process. Construction is planned to begin once road bans are lifted and will close the airport for the months of May and June at minimum. As our airport only has one paved runway, the process of informing hangar tenants/owners as well as frequent users will begin this upcoming spring.
- Funding for the runway project is already accounted for in the CIP and the total cost to Sawyer County will be 5%.
- Tim at the maintenance department has been putting in extra time working to get our new contractor setup for success. One major hurdle we had was figuring how to keep sand heated this winter for sanding the runway. Tim and his crew are going to build out an area in the maintenance garage to store a small amount of sand while keeping the bulk of it in a pile behind the garage. Sand is an important tool to improve conditions on the runway when it gets icy.

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 Clifton A. Korn and Gary S. Petrich, (“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 Part of the Southwest ¼ of the Southwest ¼ of section 13, township 41 North, Range 9 West, Town of Hayward recorded in Volume Sixteen (16) of Certified Survey Maps, pages 11-12 as Survey No. 242524 recorded June 23, 1994 in the Register of Deeds office for Sawyer County (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 July 1, 2024. 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 an initial yearly rent of fifteen cents (\$0.15) per square foot for the land leased (3,520 sq. ft. in 2023), for a total annual charge of \$528.00 (“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 active 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 ("FAA"). This includes, but is not limited to, compliance with FAA regulations and guidance, Department of Transportation ("DOT"), FAA Policy on the Non-Aeronautical Use of Airport Hangars, 81 Fed. Reg. 38906 (Jun. 15, 2016) and DOT, Frequently Asked Questions and Answers on FAA Policy on Use of Hangars at Obligated Airports (2016), as is updated and adopted by the DOT from time to time, regarding permissible and impermissible hangar use, as follows:

- A. Permissible aeronautical uses of a hangar include – storage of active aircraft; shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft; construction of amateur-built or kit-built aircraft provided that activities are conducted safely; storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft, or items related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, materials related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of non-aeronautical items that do not interfere with the primary use and purpose of the hangar – the storage of active aircraft; a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying.
- B. Impermissible uses of a hangar include – use as a residence; operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office; activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar; activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar; storage of household items that could be stored in commercial facilities; long-term storage of derelict aircraft and parts; storage of items or activities prohibited by local or state law; fuel, and other dangerous and Hazmat materials; storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use

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:

(c) Pay a third party to relocate Lessee's building(s) to a new location on the Airport, or

(d) 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, or failure by Lessee to keep any of its covenants, including but not limited to a Lessee's impermissible hangar use, as specified in Section 13 (a) and (b), 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. Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice.

(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. Remedies include, but are not limited to, the Lessor's right to evict the Lessee, pursuant to Wisconsin Statutes Chapter 704.

(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 (1) deposit in the United States Mail, certified, with proper postage and certified fee prepaid, addressed to the address provide below or (2) via electronic delivery to the electronic mail address provided below, provided that receipt of such delivery is confirmed to the sending party by the receiving party.

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

To Lessee/Clifton A. Korn
Attention: Clifton A. Korn

Email:

To Lessee/Gary S. Petrich
Attention: Gary S. Petrich

(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

CLIFTON A. KORN

By: Andy Albarado
Its: County Administrator

By: Clifton A. Korn
Its: Member

SAWYER COUNTY

GARY S. PETRICH

By: Andy Albarado
Its: County Administrator

By: Gary S. Petrich
Its: Member

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Andy Albarado, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 20____.

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 _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 20____.

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 _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 20____.

NOTARY PUBLIC
My commission expires: _____

EXHIBITS TO BE ATTACHED:
EXHIBIT A – LEASED PREMISES DESCRIPTION

Exhibit A
Leased Premises

Part of the Southwest ¼ of the Southwest ¼ of section 13, township 41 North, Range 9 West, Town of Hayward recorded in Volume Sixteen (16) of Certified Survey Maps, pages 11-12 as Survey No. 242524 recorded June 23, 1994 in the Register of Deeds office for Sawyer County

APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE AGREEMENT

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

49

50 The subject matter of this Resolution and the Korn/Petrich Hangar Ground Lease
51 Agreement was discussed by the Sawyer County Public Works Committee on December
52 13, 2023, and was recommended for approval by the County Board at its meeting on
53 December 21, 2023.

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Ron Kinsley, Chair

Ed Peters, Vice-Chair

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Brian Bisonette, Member

Chris Rusk, Member

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60

Marc Helwig, Member

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62 This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of
63 December, 2023.

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Tweed Shuman
Sawyer County Board of Supervisors

Lynn Fitch
Sawyer County Clerk

68

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 Allan W. Lund and Lois J. Lund Joint Revocable Trust, (“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 That part of the Southwest Quarter of the Southwest Quarter, Section 13, Township 41 North, Range 9, more particularly described as Lot 1 of Certified Survey recorded in Volume Sixteen (16) of Certified Survey Maps, pages 118-119 as Survey No. 4063 recorded August 30, 1993 in the Register of Deeds office for Sawyer County (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 1, 2024. 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 an initial yearly rent of fifteen cents (\$0.15) per square foot for the land leased (5,600 sq. ft. in 2023), for a total annual charge of \$840 (“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 active 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 ("FAA"). This includes, but is not limited to, compliance with FAA regulations and guidance, Department of Transportation ("DOT"), FAA Policy on the Non-Aeronautical Use of Airport Hangars, 81 Fed. Reg. 38906 (Jun. 15, 2016) and DOT, Frequently Asked Questions and Answers on FAA Policy on Use of Hangars at Obligated Airports (2016), as is updated and adopted by the DOT from time to time, regarding permissible and impermissible hangar use, as follows:

- A. Permissible aeronautical uses of a hangar include – storage of active aircraft; shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft; construction of amateur-built or kit-built aircraft provided that activities are conducted safely; storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft, or items related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, materials related to ancillary or incidental uses that do not affect a hangar's primary use and purpose – the storage of active aircraft; storage of non-aeronautical items that do not interfere with the primary use and purpose of the hangar – the storage of active aircraft; a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying.
- B. Impermissible uses of a hangar include – use as a residence; operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office; activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar; activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar; storage of household items that could be stored in commercial facilities; long-term storage of derelict aircraft and parts; storage of items or activities prohibited by local or state law; fuel, and other dangerous and Hazmat materials; storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use

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:

(c) Pay a third party to relocate Lessee's building(s) to a new location on the Airport, or

(d) 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, or failure by Lessee to keep any of its covenants, including but not limited to a Lessee's impermissible hangar use, as specified in Section 13 (a) and (b), 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. Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice.

(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. Remedies include, but are not limited to, the Lessor's right to evict the Lessee, pursuant to Wisconsin Statutes Chapter 704.

(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 (1) deposit in the United States Mail, certified, with proper postage and certified fee prepaid, addressed to the address provide below or (2) via electronic delivery to the electronic mail address provided below, provided that receipt of such delivery is confirmed to the sending party by the receiving party.

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

To Lessee/Lois J. Lund
Attention: Lois J. Lund

Email:

(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

LOIS J LUND

By: Andy Albarado
Its: County Administrator

By: Lois J. Lund
Its: Member

STATE OF WISCONSIN)
) SS.
COUNTY OF SAWYER)

Before me, a Notary Public is and for said County and State, personally appeared Andy Albarado, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 20 ____.

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 _____. In witness whereof, I have hereunto set my hand and official seal at _____, this ____ day of _____, 20 ____.

NOTARY PUBLIC
My commission expires: _____

EXHIBITS TO BE ATTACHED:
EXHIBIT A – LEASED PREMISES DESCRIPTION

Exhibit A
Leased Premises

That part of the Southwest Quarter of the Southwest Quarter, Section 13, Township 41 North, Range 9, more particularly described as Lot 1 of Certified Survey recorded in Volume Sixteen(16) of Certified Survey Maps, pages 118-119 as Survey No. 4063 recorded August 30, 1993 in the Register of Deeds office for Sawyer County

APPROVING SAWYER COUNTY AIRPORT HANGAR GROUND LEASE AGREEMENT

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

49

50 The subject matter of this Resolution and the Lund Hangar Ground Lease Agreement was
51 discussed by the Sawyer County Public Works Committee on December 13, 2023, and
52 was recommended for approval by the County Board at its meeting on December
53 21, 2023.

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Ron Kinsley, Chair

Ed Peters, Vice-Chair

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Brian Bisonette, Member

Chris Rusk, Member

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Marc Helwig, Member

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62 This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of
63 December, 2023.

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66

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Tweed Shuman
Sawyer County Board of Supervisors

Lynn Fitch
Sawyer County Clerk

68



Sawyer County Highway Department

14688 W County Road B, Hayward, WI 54843

Office Phone 715-634-2691

Shop Phone 715-634-2692

Fax Number 715-634-4824



November 30, 2023

Highway Commissioner's Report

- Crews are continuing with our brushing and storm damage clean-up. State brushing along Hwy 27 and 70. County brushing left to complete CTH GG,EE, M and W
- Crews have been performing snow and ice control on a couple small snowstorms. Also salt and sand mixing continues at the Hayward shop.
- Our WDF storm damage clean-up is due January 1st to the state.
- I sent out our winter maintenance policies and procedures to both the Sawyer County Record and Sawyer County Gazette for the upcoming article. Also posted on the Sawyer County Highway Dept Facebook page
- WISLR road ratings have been completed and sent to the state.
- Current list of future funded projects
 1. CTH C bridge 2024
 2. CTH CC bridge 2025
 3. CTH D bridge 2026
 4. CTH E Norwis Road to CTH B 2026 or 2027
 5. County B 2nd Street to Chippewa Trail 2025
- Projects applied for and waiting for approval
 1. County B from Stress Lane to Round Lake School Road including roundabout
- Projects applying for
 1. Round Lake School Road to Frogg Road
 2. Chippewa Trail to Stress Lane
 3. LRIP

- RT Vision will go live on December 18th. We had to move our date back a week to work out a few issues
- The state salt domes in Hayward and Radisson will be getting a new roof next summer. 100% of the cost was funded by the state.
- We hired a new night watchperson. He will start December 18th and become a fulltime employee at the Hayward shop once the position ends.
- We still have 1 vacancy in the Hayward shop. All other locations are fully staffed.

John Pinnow



