

Osceola Airport Commission Meeting

Date: Monday, April 15, 2024
Time: 4:00 p.m.
Place: Airport Terminal Building Osceola, WI

AGENDA

1. Call to order
2. Approval of agenda
3. Approval of the minutes
 - a) Regular meeting dated March 18, 2024
4. Invoices for payment
5. Airport Financials
 - a) Receipt Register – n/a
 - b) Transaction Detail Report with Budget
6. Reports
 - a) Airport Manager's Report
7. Other Business
 - a) Wheels & Wings Airport Commission Representation selection
 - b) Airport Master Plan General Discussion
 - c) Airport Ordinance revisions
 - d) Hangar C2 Lease Agreement
 - e) Northeast Airport out-building Discussion
8. Future agenda items and updates
9. Adjourn

NOTE: It is possible that members of other governmental bodies of the municipality may be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Meetings may be recorded for public viewing and record retention.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Village Hall at (715) 294-3498.

Osceola Airport Commission Meeting Minutes

Date: Monday March 18, 2024

1. Called to order by Greene at 4:19pm. Members present: Greene, Lee, and Johnson.
Public: Melissa Underwood (SEH), Paul Elfstrom (fire chief), Steve Kennedy.
2. Approval of the Agenda: 1 Lee; 2 Greene (3 I, 0 NA)
3. Approval of the minutes (March 18, 2024): 1 Lee; 2 Johnson (3 I, 0 NA)
4. Invoices for payment: None.
5. Airport Financials: Lack of snowfall has been good financially. The commission noted the new format of the financial print out. There were some questions about new categories. More info needed from the Village treasurer.
6. Reports:
 - a.- Manager's Report
Johnson has been in contact with Gregory Contracting, they are still working on finding replacement panels for the recent Airport Terminal exterior remodel. A few of the new panels arrived corroded.
7. Other Business:
 - a. Airport Master Plan General Discussion. SEH is very close to being able to begin officially working on the Osceola Airport Master Plan. The funding is in its final stages awaiting a signature by the Governor of Wisconsin.
 - b. Airport Ordinance Revisions: Tabled
 - c. Farmland Lease: Motion by Greene, Second by Johnson to Accept the Land Lease agreement with the Neuman's for a term of 3 years. (3 I, 0 NA)
 - d. Northeast Airport out-building: The Commission discussed what should or could be done with the Airport's Building on the northeast side of the field. More discussion needed.
 - e. Some discussion was had with Elfstrom about Airport fire code. We need to procure a copy of the 2011 NFPA 409 code. We currently have copies of the newer 2022 version. The 2011 version is said to be what is currently adopted by the state of Wisconsin. Discussion was had as to how to interpret the NFPA 409 fire code as well. Elfstrom indicated he wants to eventually see all hangars with gas meters on the "sloped side" of the building incorporate some sort of permanent shield to protect from Ice damage. He also would like any Heated hangars with exhaust pipes located under the "sloped eve" to either relocate the pipe, or find a solution to protect it from ice damage.
 - f. Johnson presented an idea to possibly release some of the airport property adjacent to Co Rd M to Mr. Viebrock. More research and discussion needed.

8. Future agenda items and updates
 - a. Northeast airport out building options

9. Adjourn – Meeting adjourned at 5:30pm

4/12/2024

8:12 AM

Reprint Check Register - Quick Report - ALL

Page: 1
ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 3/14/2024 From Account: 250-00-11100-000-000
Thru: 4/12/2024 Thru Account: 250-00-59200-000-000

Check Nbr	Check Date	Payee	Amount
66529	3/20/2024	MINNESOTA PETROLEUM SERVICE	955.00
66558	3/27/2024	WE ENERGIES	62.33
66564	4/03/2024	BILL'S ACE HARDWARE	12.75
66569	4/03/2024	J & S GENERAL CONTRACTING	3,420.00
66577	4/03/2024	OSCEOLA AEROSPORT, LLC	8,833.36
66604	4/10/2024	OSCEOLA UTILITIES	208.76
66611	4/10/2024	XCEL ENERGY	534.49
Grand Total			14,026.69

4/12/2024 8:12 AM

Reprint Check Register - Quick Report - ALL

Page: 2
ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 3/14/2024 From Account: 250-00-11100-000-000
Thru: 4/12/2024 Thru Account: 250-00-59200-000-000

Amount

Total Expenditure from Fund # 250 - AIRPORT	14,026.69
Total Expenditure from all Funds	14,026.69

Dated From: 3/14/2024
 Thru: 4/12/2024

From Account: 250-00-11100-000-000
 Thru Account: 250-00-59200-000-000

Type of Account: Active

ACCT

Fund # 250 - AIRPORT

Debit

Credit

250-00-11100-000-000

TREASURER'S WORKING CASH

Posting	Transaction				
Date	Type	Number	Date	Beginning Balance:	177,633.83
3/20/2024	CMP		3/20/2024	Checks Posted 03/20/2024	955.00
3/27/2024	CMP		3/27/2024	Checks Posted 03/27/2024	62.33
4/03/2024	CMP		4/03/2024	Checks Posted 04/03/2024	12,266.11
4/10/2024	CMP		4/10/2024	Checks Posted 04/10/2024	743.25
				Ending Balance:	163,607.14

250-00-13300-000-000

ACCRUED INTEREST RECEIVABLE

Posting	Transaction				
Date	Type	Number	Date	Beginning Balance:	8,807.95
				Ending Balance:	8,807.95

250-00-13800-000-000

LEASE RECEIVABLE - ST

Posting	Transaction				
Date	Type	Number	Date	Beginning Balance:	48,480.70
				Ending Balance:	48,480.70

250-00-13850-000-000

LEASE RECEIVABLE - LT

Posting	Transaction				
Date	Type	Number	Date	Beginning Balance:	220,253.14
				Ending Balance:	220,253.14

250-00-16200-000-000

PREPAID EXPENSES

Posting	Transaction				
Date	Type	Number	Date	Beginning Balance:	11,146.50
				Ending Balance:	11,146.50

250-00-21100-000-000

ACCOUNTS PAYABLE

Posting	Transaction				
Date	Type	Number	Date	Beginning Balance:	1,327.84
				Ending Balance:	1,327.84

250-00-21110-000-000

HANGER DEPOSITS

Posting	Transaction				
Date	Type	Number	Date	Beginning Balance:	500.00
				Ending Balance:	500.00

250-00-25400-000-000

DEFERRED INFLOWS - LEASES

Posting	Transaction				
Date	Type	Number	Date	Beginning Balance:	268,951.95
				Ending Balance:	268,951.95

250-00-34100-000-000

FUND BALANCE (RESERVED)

Posting	Transaction				
Date	Type	Number	Date	Beginning Balance:	150,250.78
				Ending Balance:	150,250.78

250-00-46340-000-000

HANGER LEASES

Posting	Transaction				
Date	Type	Number	Date	Beginning Balance:	34,757.59
				Ending Balance:	34,757.59
				Budget:	62,300.00

250-00-46341-000-000

FUEL FLOW FEE

Posting	Transaction				
Date	Type	Number	Date	Beginning Balance:	832.97

Dated From: 3/14/2024
Thru: 4/12/2024

From Account: 250-00-11100-000-000
Thru Account: 250-00-59200-000-000 Type of Account: Active

Fund # 250 - AIRPORT

				Debit	Credit
250-00-46341-000-000 - FUEL FLOW FEE					
				Ending Balance:	832.97
				Budget:	3,000.00
250-00-46343-000-000 LAND RENT - KRVIDA					
Posting	-----	Transaction	-----		
Date	Type	Number	Date	Beginning Balance:	16,200.00
				Ending Balance:	16,200.00
				Budget:	16,000.00
250-00-46345-000-000 FUEL LEASE					
Posting	-----	Transaction	-----		
Date	Type	Number	Date	Beginning Balance:	2,000.00
				Ending Balance:	2,000.00
				Budget:	4,000.00
250-00-51600-110-000 BLD MAINT WAGES					
Posting	-----	Transaction	-----		
Date	Type	Number	Date	Beginning Balance:	350.57
				Ending Balance:	350.57
				Budget:	0.00
250-00-53510-110-000 AIRPORT WAGES					
Posting	-----	Transaction	-----		
Date	Type	Number	Date		
4/03/2024	DIS	66577	4/03/2024	OSCEOLA AEROSPORT, LLC JAN & FEB AIRPORT MANAGER 19010	2,583.34
4/03/2024	DIS	66577	4/03/2024	OSCEOLA AEROSPORT, LLC MARCH & APRIL AIRPORT MANAGER 19148	2,583.34
				Ending Balance:	5,166.68
				Budget:	0.00
250-00-53510-130-000 AIRPORT SOC SECURITY					
Posting	-----	Transaction	-----		
Date	Type	Number	Date	Beginning Balance:	20.91
				Ending Balance:	20.91
				Budget:	0.00
250-00-53510-131-000 AIRPORT MEDICARE					
Posting	-----	Transaction	-----		
Date	Type	Number	Date	Beginning Balance:	4.89
				Ending Balance:	4.89
				Budget:	0.00
250-00-53510-132-000 AIRPORT RETIREMENT					
Posting	-----	Transaction	-----		
Date	Type	Number	Date	Beginning Balance:	24.19
				Ending Balance:	24.19
				Budget:	0.00

Dated From: 3/14/2024
 Thru: 4/12/2024

From Account: 250-00-11100-000-000
 Thru Account: 250-00-59200-000-000

Type of Account: Active

ACCT

Fund # 250 - AIRPORT

Debit

Credit

250-00-53510-216-000

AIRPORT
SPECIAL SERVICES

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	179.82
				Ending Balance:	179.82
				Budget:	0.00

250-00-53510-220-000

AIRPORT
ELECTRICITY

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	1,467.96
4/10/2024	DIS	66611	4/10/2024	XCEL ENERGY	534.49
				Ending Balance:	2,002.45
				Budget:	7,500.00

250-00-53510-223-000

AIRPORT
TELEPHONE

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	316.94
				Ending Balance:	316.94
				Budget:	0.00

250-00-53510-226-000

AIRPORT
WATER/SEWER

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	208.76
4/10/2024	DIS	66604	4/10/2024	OSCEOLA UTILITIES	208.76
				Ending Balance:	208.76
				Budget:	1,000.00

250-00-53510-227-000

AIRPORT
NATURAL GAS

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	143.53
3/27/2024	DIS	66558	3/27/2024	WE ENERGIES	62.33
				Ending Balance:	205.86
				Budget:	0.00

250-00-53510-232-000

AIRPORT
BLDG MAINTENANCE

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	2,505.80
				Ending Balance:	2,505.80
				Budget:	0.00

250-00-53510-291-000

AIRPORT
FUEL TANK INSPECT & MONITOR

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	955.00
3/20/2024	DIS	66529	3/20/2024	MINNESOTA PETROLEUM SERVICE ANNUAL TEST	955.00
				Ending Balance:	955.00
				Budget:	0.00

250-00-53510-340-000

AIRPORT
OPERAT SUPPLIES

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	161.90

Dated From: 3/14/2024
Thru: 4/12/2024

From Account: 250-00-11100-000-000
Thru Account: 250-00-59200-000-000 Type of Account: Active

Fund # 250 - AIRPORT

				Debit	Credit	
250-00-53510-340-000 - AIRPORT OPERAT SUPPLIES						
4/03/2024	DIS	66564	4/03/2024	BILL'S ACE HARDWARE	12.75	
				Ending Balance:	174.65	
				Budget:	2,000.00	
<hr/>						
250-00-53510-400-000		AIRPORT ICE & SNOW REMOVAL				
Posting	----- Transaction -----					
Date	Type	Number	Date	Beginning Balance:	3,322.50	
4/03/2024	DIS	66569	4/03/2024	J & S GENERAL CONTRACTING	3,420.00	
				AIRPORT SNOW REMOVAL		
				31960		
				Ending Balance:	6,742.50	
				Budget:	40,000.00	
<hr/>						
250-00-53510-401-000		AIRPORT GRASS MOWING				
Posting	----- Transaction -----					
Date	Type	Number	Date	OSCEOLA AEROSPORT, LLC	1,833.34	
4/03/2024	DIS	66577	4/03/2024	JAN & FEB MOWING		
				19010		
4/03/2024	DIS	66577	4/03/2024	OSCEOLA AEROSPORT, LLC	1,833.34	
				MARCH & APRIL MOWING		
				19148		
				Ending Balance:	3,666.68	
				Budget:	0.00	
<hr/>						
Fund Totals:				Beginning	474,821.13	474,821.13
					14,026.69	14,026.69
				Ending	474,821.13	474,821.13



Memo

To: Airport Commission
From: Carie Krentz, Village Clerk
CC: Files
Date: April 12, 2024
Re: Hangar C2 - Lease language change

Christopher Norville, who is purchasing Hangar C2, is asking for the language of the Hangar Lease to be changed. Below is the current wording in the lease and the proposed wording:

- Currently:
 - Term. The term of this lease shall be for a period of 10 years, commencing on DATE and terminating DATE.

- Change:
 - Term. The term of this lease shall be for a period of 10 years, commencing on DATE going to DATE and be renewable for 10-year extensions so long as tenant is in good standing.

Attachments:

New Land Lease Request
Blank Current Hangar Lease

Please determine if this change is appropriate for this lease as well as changing for all leases going forward.

**Hangar C-2 Sale Osceola Airport/
New Land Lease Request**

Lease effective date: 04/30/2024

Seller: Everything Aviation LLC

Buyer: Christopher D. Norville
19241 Orwell Ave N
Marine on St. Croix, MN 5047

*Paragraph 4 additional provision:

Lease will start with 10-year term and be renewable for 10-year extensions so long as tenant is in good standing.

City tax and airport lease should be prorated for buyer taking over expenses as of March 31, 2024.

OSCEOLA AIRPORT COMMISSION

**L.O. SIMENSTAD MUNICIPAL AIRPORT
OSCEOLA, POLK COUNTY, WISCONSIN**

HANGAR AREA LEASE

PRIVATE

THIS AGREEMENT is made and entered into on the date subscribed by and between the Village of Osceola, a Wisconsin municipal corporation, by its Airport Commission, hereafter referred to as the "Lessor", and NAME HERE, hereafter referred to as the "Lessee."

WITNESS:

WHEREAS, the Lessor owns and, by its Airport Commission, operates an airport known as the L.O. Simenstad Municipal Airport; and,

WHEREAS, the Lessor by its Airport Commission leases parcels of land located on the airport property for private and commercial aircraft storage and other aviation related purposes; and,

WHEREAS, the Lessee desires to lease the land described below from the Lessor for the sole purpose of placing a private aircraft hangar and other aviation related purposes;

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

1. Property Description. Lot C6 L.O. Simenstad Municipal Airport, in the Village of Osceola, Polk County, Wisconsin, measuring xx X xx, and comprising approximately X,XXX square feet.

2. Hangar Construction. The Lessee shall have the right to place, erect, maintain and alter buildings or structures upon said premises providing such buildings or structures conform to the Building Code Requirements of the Wisconsin Department of Industry, Labor and Human Relations; comply with all pertinent provisions of any local ordinance now or hereafter in effect; and are intended and used solely for private aircraft storage or other aviation related purposes. All construction, expansion, remodeling, replacement and alteration plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction, and shall be subject to applicable rules and regulations of the FAA, the Wisconsin Department of Transportation, Bureau of Aeronautics, and the L.O. Simenstad Municipal Airport Layout Plan. All construction on the airport shall include the construction, placement or erection of an apron to accommodate aircraft movement from any building or facility constructed upon the leased premises to any adjacent taxiway.

All hangars must have a professionally built appearance with painted metal exterior walls, earth tone colors, galvanized is acceptable on the roof only, bi-fold hangar style doors or professional door of equal or greater quality, a concrete floor and concrete or asphalt ramp. Site preparation, base, and bituminous is the expense of the owner. No outside storage, all proposed hangars must be approved by the Osceola Airport Commission and be completed within one (1) calendar year of a signed executed lease, or this Lease shall be null and void. Set back requirements are front, 35' from edge of taxiway; back, 20' from lot lines; sides 10' from lot lines; as defined in the Airport Layout Plan.

3. Private Use.

(a) All the Lessee's rights and privileges under this lease shall be for private use only, and no commercial use of the property, including but not limited to aircraft engine, airframe or systems maintenance on any but the Lessee's privately owned aircraft, is permitted except upon prior approval of the Airport Commission and a corresponding adjustment in the rental rate applicable to the land under lease.

(b) This lease **does not** include any right or authority to possess or use any private fuel storage or dispensing facility on the leased premises contrary in any manner to local, state or federal law, rule, regulation, statute or ordinance; nor to possess or use such facility, after December 31, 1998, without first having obtained a separate written lease from the Commission for such purpose.

(c) This lease **does** include and incorporate by reference as if set forth fully herein all those provisions of the most recent version of Chapter 69 of the Village of Osceola Code of Ordinances relating to the Minimum Standards for All Tenants.

4. Term. The term of this lease shall be for a period of 10 years, commencing on January 1, 2021 and terminating December 31, 2030.

5. Rent. The Lessee agrees to pay rent to the Lessor for the use of the premises, and the rights and easements herein described, a yearly rental, subject to

adjustment as set forth, below, equal to \$.1540 (2020 listed as reference) Cents per square foot of land under lease for a total annual charge of \$XXX.XX, payable on or before January 31 annually to the Village Administrator/Clerk.

6. Rent Adjustment. The rental rate per square foot per year, above, is guaranteed only for the initial partial or full calendar year of the lease term, and is further subject to change annually, without notice, at the sole discretion of the Airport Commission. A rent adjustment by the Airport Commission shall be valid, enforceable and effective the next following January 1 of any calendar year if the Commission provides, by resolution, not later than November 30 of any preceding calendar year, at a duly noticed public meeting, for such increase as it determines is in the best interest of the physical and fiscal condition of the airport facility.

7. Annual Fire Inspection. The premises shall be subject to inspection annually by the Osceola Fire Department. Upon notice, Lessee shall be required to comply with any and all lawful citation or order of the Department.

8. Mortgagee Option. In the event the Lessee fails to pay rent or is otherwise in default, Lessee's mortgagee, at its option, may cure said default by paying rent or by performing any act to bring the Lessee into compliance and good standing under this lease.

9. Non-exclusive Use. The Lessee shall have the right to the non-exclusive use, in common with other airport users, of the airport parking area, appurtenances and improvements; the right to safely install, operate, maintain and store, subject to the Lessor's approval, all equipment and fixtures necessary, except for fuel storage and dispensing, for the safe hangaring of the Lessee's aircraft; the right of ingress to and egress from the demised premises, which right shall extend to Lessee's guests and invitees; the right in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways and other conveniences for the take-off and landing of aircraft.

10. Laws and Regulations. The Lessee shall at all times observe and obey all laws, ordinances, rules and regulations of the Airport Commission or the Osceola Village Board of Trustees as they may be created, repealed or amended from time to time relating to the use of airport property, and all codes, statutes, rules and regulations of all state and federal authorities with jurisdiction over airport operations.

11. Representations of Parties, Indemnification and Hold Harmless.

(a) The Lessor warrants and represents that it is the duly constituted Airport Commission of the owner of the L. O. Simenstad Municipal Airport and has full right, title and authority to enter into this Lease on behalf of itself and the Village of Osceola. The Lessor further warrants and represents that although it has power and control over the land and the maintenance and repair of the common facilities of the airport, it has no power, authority or control over the operation of aircraft on, near, over and above the airport. Further, the Lessor, as a municipal corporation, enjoys limited liability for damages arising out of claims made against it relating to its ownership, maintenance and

repair of the airport facility. Further, that aviation is an inherently dangerous and risky avocation, occupation, enterprise and activity.

(b) The Lessee warrants and represents that it is fully informed, is knowledgeable, and has intelligently weighed and considered all of the inherent risks and dangers of engaging in aviation related activities on the airport prior to executing this Lease. That, further, it is aware of Lessor's limited liability for damages and claims, and that Lessee is solely responsible, liable and obligated for engaging in aviation related activities at its own risk and under its own separate, independent and informed judgment, including, but not limited to, having had the opportunity, prior to the execution of this Lease, to have its provisions adequately and thoroughly explained to the Lessee by an attorney of Lessee's own choosing. Further, that, in light of the foregoing warranties and representations, Lessee executes this Lease fully informed.

(c) The Lessee indemnifies and holds the Lessor harmless for liability and damages occasioned by any loss arising from any act or omission of the Lessee relating to the operation of aircraft on, around or above the airport property; from liability and damages arising from any claim or demand of any nature made by or on the behalf of any person or persons for any wrongful act or omission on the part of the Lessee, his agents, representatives, heirs, successors or assigns.

(d) The Lessee further, except as Lessor may be negligent, waives, indemnifies and holds the Lessor harmless for liability and damages of any kind whatsoever arising out of Lessor's ownership, use, lease, repair, maintenance, operation or management of the airport facility whether such claim can be made by Lessee or anyone claiming on behalf of or through Lessee.

(e) The Lessee further, without limitation based on enumeration, waives, indemnifies and holds the Lessor harmless against any and all liability, claims and damages of any nature whatsoever for property, casualty, and liability damage, personal and bodily injury and death arising in any manner out of the Lessee's or Lessee's employee's, agent's or invitee's occupancy, possession or use of the leased property, improvements, personal property, or aircraft, vehicles, equipment, or fixtures located thereon or therein.

12. Maintenance of Leased Premises. The Lessee shall maintain its structures placed on airport property in good order and make such repairs as necessary in the determination of or by the order of the Commission, the Fire Department or any other state or federal bureau, agency or official with authority and jurisdiction in the field of aviation. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition within 120 days of the date of the damage. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

13. Airport Ordinance. Lessee acknowledges receipt of a copy of that version of Chapter 69, Airport Ordinance, in force and effect at the commencement of this lease. In

the event of any conflict between the provisions of this lease and said ordinance as it may be amended from time to time by the Osceola Village Board of Trustees, the ordinance shall govern relations between the Lessor and the Lessee.

14. Right to Inspect. The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement or applicable local ordinance

15. Taxes. The Lessee shall pay all taxes and assessments, including but not limited to personal property taxes, lease payments, fuel flow taxes, surcharges, interest, penalties, utility extension charges or assessments that may be levied against the personal property of the Lessee or the land or buildings which Lessee may erect on the leased premises.

16. Signs. No sign or advertising matter may be erected on the leased premises or on any building or structure located on the leased premises without the prior written consent of the Lessor.

17. Default. The Lessee shall be in default under this lease upon:

- (a) Failure to pay rent within sixty (60) days after due date;
- (b) Failure to erect a hangar on the leased property within one (1) year of the execution of this lease;
- (c) The filing of a petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization or an arrangement;
- (d) The commencement of a proceeding for dissolution or for the appointment of a receiver;
- (e) The making of an assignment for the benefit of creditors; or
- (f) Violation of any provision of this lease, or the failure to keep any of its covenants after written notice to cease such violation and the failure to cure or correct such violation within thirty (30) days of the receipt of such notice.

18. Nonjudicial Termination. A default by the Lessee shall authorize the Lessor, at its sole option and without legal proceedings, to declare this lease void, to cancel the same and re-enter and take possession of the premises.

19. Title. Title to the buildings erected by the Lessee shall remain with the Lessee and shall be transferable only with the prior written authorization of the Airport Commission.

20. Termination and Restoration. Upon termination of this lease, the Lessee shall remove the buildings, all equipment, personal property, and fixtures therein and thereon and restore the lease premises to its original condition.

21. Snow Removal. The Lessor shall provide snow removal services on the airport up to, but not closer than, three (3) feet of the Lessee's hangar door. Such snow removal shall be performed only after all runways, aprons, and primary taxiways have first been cleared, and no liability shall accrue to the Lessor for the failure to clear snow as herein provided prior to the complete and safe clearing and maintenance of the airport's common areas.

22. Lease Transfer. The Lessee may not, at any time during the term of this lease, assign, hypothecate, or transfer this agreement or any interest herein, without the prior written consent of the Airport Commission.

23. Airport Development. The Lessor reserves the right to develop or improve the airport facilities, to alter, implement and expand the Airport Layout Plan in the sole discretion of the Airport Commission. In the event that airport development, improvement or expansion requires the relocation of the Lessee's buildings or improvements, the Lessor shall provide the Lessee with a new location on the airport property and shall relocate Lessee's buildings and improvements at Lessor's expense.

24. Non-discrimination. The following assurances are required provisions of this lease by virtue of the Lessor's participation in federally assisted airport development programs and projects. Although required, none of these assurances grant the Lessee any right, title, interest or privilege upon the Lessor's property which is not specifically set forth elsewhere in this lease, for example, provisions of these assurances that may most appropriately apply to commercial operators do not entitle the Lessee to engage in commercial operations under this private hangar area lease. The Lessee is charged with the responsibility of seeking out the applicable federal rules and regulations and their approved interpretations as to the extent the following provisions apply to this specific lease.

(a) The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination 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.

(b) Lessee in the conduct of any aeronautical activity for furnishing services to the public at the airport, shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminating discounts, rebates, or other similar types of price reductions to volume purchasers.

(c) Lessee shall have the right and privilege of using the premises under the terms and conditions as set forth hereinafter, provided, however, that this agreement shall not be construed in any manner to grant Lessee or those claiming under it the exclusive right to the use of the premises and facilities of said airport other than those premises leased exclusively to Lessee hereunder.

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

25. Attorney's Fees and Costs. Lessee shall be responsible for any attorney's fees or arbitration fees or any other costs as a result of any action which is taken by the Lessor in defense of its rights under this lease, or in any action taken where it is determined by arbitration or any court proceedings that the Lessee is in default under this lease. Lessee agrees that it shall pay any and all reasonable fees and costs incurred by the Lessor in enforcing any and all terms of this lease or rights pursuant to this lease in the event that Lessee is in default.

26. Arbitration. Any controversy or claim arising out of or relating to this lease or any alleged breach hereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and the arbitrator's determination of the issues under dispute shall be final and binding on the parties.

[Signature Page to Follow]

READ THIS LEASE CAREFULLY BEFORE SIGNING. THIS IS A LEGAL DOCUMENT AND YOU MAY WANT TO SEEK THE ADVICE OF A COMPETENT LAWYER BEFORE YOU SIGN. PART OF THIS DOCUMENT REQUIRES YOU TO GIVE UP CERTAIN LEGAL RIGHTS, FOR EXAMPLE, THE RIGHT TO SUE OR CLAIM DAMAGES AGAINST THE VILLAGE OF OSCEOLA AND ITS AIRPORT COMMISSION. BY SIGNING THIS LEASE YOU STATE THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND PROVISIONS.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 20 ____, in the Village of Osceola, Polk County, Wisconsin.

OSCEOLA AIRPORT COMMISSION

LESSEE

Commission Member

Name of Lessee

Commission Member

Name of Lessee

Lessee's Address: _____

Lessee's Telephone Number: _____

Cell Number: _____

Work Number: _____

E-Mail: _____

Excerpt for Village Code - Chapter 69 - Airport
69-14(B)

"Facilities and buildings on the airport will be used for aviation purposes only, except as provided by previous agreement between the Commission and a lessee. A privately owned hangar's primary use must be for the storage of aircraft or aircraft parts and/or aviation-related goods. Storage of non-aviation articles may be approved by the Commission if such storage does not interfere with or restrict the primary use."

Please initial to acknowledge