

Osceola Airport Commission Meeting

Date: Monday, May 20, 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 April 15, 2024
4. Invoices for payment
5. Airport Financials
 - a) Receipt Register
 - b) Transaction Detail Report with Budget
6. Reports
 - a) Airport Manager's Report
7. Other Business
 - a) Airport Master Plan General Discussion
 - b) Airport Ordinance revisions
 - c) Northeast Airport out-building Discussion
 - d) Glider Association Lease Agreement
 - e) Identify Airport improvement program items for petition
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: April 15, 2024

1. Called to order by Greene at 4:40pm. Members present: Greene, Lee, and Johnson.

Public: Matthew Stewart (SEH), Paul Elfstrom (fire chief), Kyle Weaver.

2. Approval of the Agenda: 1 Lee; 2 Johnson (3 I, 0 NA)
3. Approval of the minutes (March 18, 2024): 1 Lee; 2 Greene (3 I, 0 NA)
4. Invoices for payment: None.
5. Airport Financials: March Snowfall ended up requiring a bit of snowplowing expense. Financials look good, still some questions about the new financial report categories.
6. Reports:
 - a.- Manager's Report
Johnson stated that the Airport utilities easement may need to be revised. He will follow up with the Faa and utility companies for additional information.
7. Other Business:
 - a. Wheels and Wings Airport representation selection. Kyle Weaver from the Wheels and Wings Committee explained their requirement to have an Airport Commission representative on the Wheels and Wings Committee. The individual does not "need" to be an Airport Commission Member, but would "represent" the Airport Commission. Pat Lee indicated he would like to continue to represent the Airport Commission for Wheels and Wings, however he has stepped down from the role as President for 2024.
 - b. Airport Master Plan General Discussion. SEH is still 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. Some of the SEH third party contractors have also started work in good faith awaiting funding.
 - c. Airport Ordinance Revisions: Tabled
 - d. Hangar C2 Lease agreement. More information is needed. The Commission is not ready to accept the proposed changes at this time.
 - e. Northeast Airport out-building: Brief discussion of possibilities, a tour/inspection is still needed.
 - f. Paul Elfstrom updated the Commission on the annual hangar fire inspections. Approximately half of the hangars have been inspected so far. Elfstrom noted that around 7 gas meters/furnaces need attention for safety.

- b. Adjourn – Meeting adjourned at 5:17pm

5/17/2024

8:51 AM

Reprint Check Register - Quick Report - ALL

Page: 1
ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 4/13/2024 From Account: 250-00-11100-000-000
Thru: 5/17/2024 Thru Account: 250-00-59200-000-000

Check Nbr	Check Date	Payee	Amount
66615	4/17/2024	BRIGHTSPEED	158.47
66629	4/17/2024	THE BITWORKS INC.	38.54
66653	4/23/2024	PDI TECHNOLOGIES	59.94
66662	4/23/2024	WE ENERGIES	46.55
66705	5/08/2024	THE BITWORKS INC.	62.90
66715	5/14/2024	BRIGHTSPEED	157.96
66724	5/14/2024	OSCEOLA AEROSPORT, LLC	2,208.34
66730	5/14/2024	XCEL ENERGY	533.91
		Grand Total	3,266.61

5/17/2024 8:51 AM

Reprint Check Register - Quick Report - ALL

Page: 2
ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 4/13/2024 From Account: 250-00-11100-000-000
Thru: 5/17/2024 Thru Account: 250-00-59200-000-000

Amount

Total Expenditure from Fund # 250 - AIRPORT	3,266.61
Total Expenditure from all Funds	3,266.61

5/17/2024 8:52 AM

Reprint Receipt Register - Quick Report

Page: 1
ACCT

GENERAL FUND CHECKING

ALL Receipts

Posted From: 4/13/2024 From Account: 250-00-11100-000-000
Thru: 5/17/2024 Thru Account: 250-00-59200-000-000

Receipt Nbr	Receipt Date	Payor	Amount
48	5/13/2024	AARON STEELE HANGAR PMT D6	367.43
3002	4/24/2024	CHRISTOPHER NORVILLE	638.45
3010	4/29/2024	DANIEL BURCH	729.65
3026	5/01/2024	LAURIE NEUMANN	9,060.00
Grand Total			10,795.53

5/17/2024 8:52 AM

Reprint Receipt Register - Quick Report

Page: 2
ACCT

GENERAL FUND CHECKING

ALL Receipts

Posted From: 4/13/2024 From Account: 250-00-11100-000-000
Thru: 5/17/2024 Thru Account: 250-00-59200-000-000

Amount

Total Revenue from Fund # 250 - AIRPORT	10,795.53
Total Revenue from all Funds	10,795.53

Dated From: 4/13/2024
 Thru: 5/17/2024

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:	
				164,154.74	
4/17/2024	CMP		4/17/2024	Checks Posted 04/17/2024	158.47
4/17/2024	CMP		4/17/2024	Checks Posted 04/17/2024	38.54
4/23/2024	CMP		4/23/2024	Checks Posted 04/23/2024	106.49
4/25/2024	CMP		4/25/2024	Receipts Posted 04/25/2024	638.45
5/03/2024	CMP		5/03/2024	Receipts Posted 05/03/2024	9,789.65
5/08/2024	CMP		5/08/2024	Checks Posted 05/08/2024	62.90
5/13/2024	CMP		5/13/2024	Receipts Posted 05/13/2024	367.43
5/14/2024	CMP		5/14/2024	Checks Posted 05/14/2024	2,900.21
				Ending Balance:	171,683.66

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
4/25/2024	RCP	3002	4/24/2024	CHRISTOPHER NORVILLE	638.45
				HANGAR LEASE PMT C2	
5/03/2024	RCP	3010	4/29/2024	DANIEL BURCH	729.65

5/17/2024 8:53 AM

Transactions Detail with Budget Report - Full Description

Dated From: 4/13/2024

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

ACCT

Thru: 5/17/2024

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

Type of Account: Active

Fund # 250 - AIRPORT

Debit

Credit

250-00-46340-000-000 - HANGER LEASES

2024 LEASE PMT K16

5/13/2024 RCP 48 5/13/2024 AARON STEELE 367.43

HANGAR PMT D6

Ending Balance: 36,493.12

Budget: 62,300.00

250-00-46341-000-000 FUEL FLOW FEE

Posting ----- Transaction -----

Date Type Number Date Beginning Balance: 1,380.57

Ending Balance: 1,380.57

Budget: 3,000.00

250-00-46342-000-000 FARM RENTAL

Posting ----- Transaction -----

Date Type Number Date Beginning Balance: 9,060.00

5/03/2024 RCP 3026 5/01/2024 LAURIE NEUMANN 9,060.00

1ST HALF FARM LEASE - AIRPORT

Ending Balance: 9,060.00

Budget: 21,720.00

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 Beginning Balance: 5,166.68

5/14/2024 DIS 66724 5/14/2024 OSCEOLA AEROSPORT, LLC 1,291.67

MAY AIRPORT MANAGER

19233

Ending Balance: 6,458.35

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

Dated From: 4/13/2024
 Thru: 5/17/2024

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

Type of Account: Active

ACCT

Fund # 250 - AIRPORT

Debit

Credit

250-00-53510-131-000

AIRPORT
 MEDICARE

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	4.89
				Ending Balance:	4.89
				Budget:	0.00

250-00-53510-132-000

AIRPORT
 RETIREMENT

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	24.19
				Ending Balance:	24.19
				Budget:	0.00

250-00-53510-216-000

AIRPORT
 SPECIAL SERVICES

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	179.82
4/23/2024	DIS	66653	4/23/2024	PDI TECHNOLOGIES R1127804092	59.94
				Ending Balance:	239.76
				Budget:	0.00

250-00-53510-220-000

AIRPORT
 ELECTRICITY

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	2,002.45
5/14/2024	DIS	66730	5/14/2024	XCEL ENERGY	533.91
				Ending Balance:	2,536.36
				Budget:	7,500.00

250-00-53510-223-000

AIRPORT
 TELEPHONE

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	316.94
4/17/2024	DIS	66615	4/17/2024	BRIGHTSPEED AIRPORT	158.47
5/14/2024	DIS	66715	5/14/2024	BRIGHTSPEED AIRPORT	157.96
				Ending Balance:	633.37
				Budget:	0.00

250-00-53510-226-000

AIRPORT
 WATER/SEWER

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	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:	205.86
4/23/2024	DIS	66662	4/23/2024	WE ENERGIES	46.55
				Ending Balance:	252.41
				Budget:	0.00

Dated From: 4/13/2024
Thru: 5/17/2024

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

Type of Account: Active

Fund # 250 - AIRPORT

Debit

Credit

250-00-53510-232-000

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
				Ending Balance:	955.00
				Budget:	0.00

250-00-53510-340-000

AIRPORT
OPERAT SUPPLIES

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	174.65
4/17/2024	DIS	66629	4/17/2024	THE BITWORKS INC. 35291	38.54
5/08/2024	DIS	66705	5/08/2024	THE BITWORKS INC. 35555	62.90
				Ending Balance:	276.09
				Budget:	2,000.00

250-00-53510-400-000

AIRPORT
ICE & SNOW REMOVAL

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	6,742.50
				Ending Balance:	6,742.50
				Budget:	40,000.00

250-00-53510-401-000

AIRPORT
GRASS MOWING

Posting Date	Type	Transaction Number	Date		
				Beginning Balance:	3,666.68
5/14/2024	DIS	66724	5/14/2024	OSCEOLA AEROSPORT, LLC MAY MOWING 19233	916.67
				Ending Balance:	4,583.35
				Budget:	0.00

Fund Totals:		Beginning	475,368.73	475,368.73
			14,062.14	14,062.14
		Ending	486,164.26	486,164.26

OSCEOLA AIRPORT COMMISSION

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

**OUTSIDE STORAGE AREA LEASE
GLIDER TRAILERS ONLY**

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 Red Wing Soaring Association, 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 storing glider trailers:

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 **H1(North)** L.O. Simenstad Municipal Airport, in the Village of Osceola, Polk County, Wisconsin, and comprising approximately **2,500** square feet.
2. Ground Lease Only. This lease is of a designated parcel of real estate in the L.O. Simenstad Municipal Airport only. The Lessee acknowledges that it possesses no right to erect, build, or otherwise construct any structure on the parcel subject to the terms of this lease. In order to obtain such a right and privilege, the Lessee shall be required to obtain the express, written consent of the Lessor, through its Airport commission and the Commission reserves the right to renegotiate other terms and conditions of this lease in this event.
3. Term. The term of this lease shall be for a period of six (5) years commencing on **January 1, 2008**, and terminating **December 31, 2012**.
4. 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, equal to \$.055 per square foot of land under lease for a total annual charge of \$137.50, payable on or before January 31st annually to the Village Administrator/Clerk.
5. Fire Inspection. The premises shall be subject to inspection by the Osceola Fire Department for compliance with the National Fire Protection Association 407 Standard for Aircraft Fuel Servicing, 2007 Edition.
6. 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 place, install, operate, maintain and store its, materials, fixtures and equipment necessary or convenient to the conduct of its business; the right to the uninterrupted and peaceful enjoyment of the premises and the right to conduct its business in a reasonable and responsible manner. Lessee shall enjoy the right of ingress and egress to the property under lease by way of access set out in common over and across airport property and in accordance with all the reasonable rules and regulations of the Airport Commission and the policies and ordinances of the Village of Osceola, which rights shall extend to the Lessee's guests and invitees. Lessee shall further have the right to use the common areas of the airport property in common with others.
7. 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. All equipment, facilities and operations of the Lessee shall at all times be in compliance with the National Fire Protection Association 407 Standard for Aircraft Fuel Servicing, 2007 Edition.

8. 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 business and 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 business and 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 in the premises and agrees to obtain and maintain for its own protection and for the protection of the general public and the Village of Osceola and its Airport Commission such personal property and casualty, and business liability insurances as will adequately protect the Lessee, the public and the Commission from claims made against or damages caused to or by Lessee in the course of using, possessing or occupying the leased property.
- (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 refueling or storage of fuels on or around 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.

9. Maintenance of Leased Premises. The Lessee shall maintain its equipment 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 property owned by the Lessee, the Lessee shall either repair or replace the property or remove the damaged property 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.
10. 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.
11. 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.
12. Signs. No sign or advertising matter may be erected on the leased premises without the prior written consent of the Lessor and a permit issued by the Building Inspector of the Village of Osceola. All fueling vehicles must have signage to be in compliance with the National Fire Protection Association 407 Standard for Aircraft fuel Servicing, 2007 Edition.
13. Default. The Lessee shall be in default under this lease upon:
 - (a) Failure to maintain all equipment, facilities and operations of the Lessee in compliance with the National Fire Protection Association 407 Standard for Aircraft Fuel Servicing, 2007 Edition.

- (b) The filing of a petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization or an arrangement;
 - (c) The commencement of a proceeding for dissolution or for the appointment of a receiver;
 - (d) The making of an assignment for the benefit of creditors;
 - (e) 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.
14. 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.
15. Termination and Restoration. Upon termination of this lease, the Lessee shall remove all equipment, personal property, and fixtures therein and thereon and restore the leased premises to its original condition.
16. Snow Removal. The Lessor shall provide snow removal services on the airport up to, but not closer than, thirty (30) feet of the edge of the taxiway. 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.
17. 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.
18. 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 equipment or fixtures, the Lessor shall provide the Lessee with a new location on the airport property and shall not be responsible for Lessee's expense to relocate equipment, facilities, and operations.
19. 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. 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.

20. Attorneys Fees and Costs. Lessee shall be responsible for any attorneys 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.
21. 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.

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 08, in the Village of Osceola, Polk County, Wisconsin.

OSCEOLA AIRPORT COMMISSION

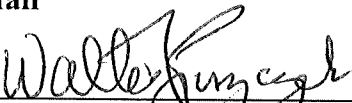
LESSEE



Chair



Red Wing Soaring Association



Secretary/Commissioner

President, RWSA

Lessee's Address: C/O Paul Campobasso
~~2700-17th Terrace NW~~
 New Brighton, MN 55112

P.O. Box 10828
 White Bear Lake, MN 55110

Lessee's Telephone Number: (651)633-6964

Cell Number: (651)303-4496