

# Osceola Airport Commission Meeting

**Date:** Monday, June 17, 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 May 20, 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) Airport Master Plan General Discussion
  - b) Airport Ordinance revisions
  - c) Northeast Airport out-building Discussion
  - d) Glider Association Lease Agreement
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: May 20, 2024

1. Called to order by Greene at 4:04pm. Members present: Greene, Lee, Melin, and Johnson.

Public: Steve Kennedy, Paul Elfstrom (fire chief).

2. Approval of the Agenda: 1 Lee; 2 Melin (3 I, 0 NA)
3. Approval of the minutes (March 18, 2024): 1 Lee; 2 Greene (4 I, 0 NA)
4. Invoices for payment: None.
5. Airport Financials: Financials still look good. Snow removal expense for 2024 appears to be only \$6742.00. There are still questions to address about new financial categories. Discussed possibility of asking the Village treasurer to attend an airport meeting.
6. Reports:
  - a.- Manager's Report  
Johnson stated that Gregory Contracting is still working on cleaning the newly installed siding on the airport terminal building.
7. Other Business:
  - a. Airport Master Plan General Discussion. SEH Has finally received a signed contract to officially begin work on the master plan. SEH would like to assemble a stake holder committee to aid in the master planning process. The group should consist of Airport users, Airport business owners and at least one Airport commission member.
  - b. Airport Ordinance Revisions: Tabled
  - c. Northeast Airport out-building: The group visited the outbuilding site for a general tour/assessment. The building is in need of a fair amount of work and is currently quite full of Village excess items.
  - d. The Glider Association Lease Agreement. It seems the special lease for the glider club has not been renewed since expiration in 2012. Club members indicate the lease fee has been paid each year none the less. The lease needs to be reviewed and potentially re-written to provide a better-defined location for glider trailer storage. The location and spacing should not pose a fire hazard. Lease rate should be reviewed as well.
  - e. Identify Airport improvement program items for petition: The first step for a federally funded airport project is to petition for the work. By petitioning for an item the airport is in no way obligated to commit to the project. The items Identified for Petition

included- Runway 10/28 Refurbish, Snow Removal Equipment building, T hangars for lease, Terminal building, Transient Aircraft hangar, New 100LL fuel system, and Lighting.

b. Adjourn – Meeting adjourned at 5:26pm

GENERAL FUND CHECKING

ALL Checks

Posted From: 5/18/2024 From Account: 250-00-11100-000-000  
Thru: 6/14/2024 Thru Account: 250-00-59200-000-000

| Check Nbr | Check Date | Payee               | Amount |
|-----------|------------|---------------------|--------|
| 66748     | 5/22/2024  | PDI TECHNOLOGIES    | 59.94  |
| 66770     | 5/29/2024  | WE ENERGIES         | 20.90  |
| 66787     | 6/05/2024  | THE BITWORKS INC.   | 79.53  |
| 66797     | 6/12/2024  | BILL'S ACE HARDWARE | 37.79  |
| 66798     | 6/12/2024  | BRIGHTSPEED         | 157.96 |
| 66812     | 6/12/2024  | MIDWEST ONE - VISA  | 8.73   |
| 66819     | 6/12/2024  | PITNEY BOWES INC.   | 182.49 |
| 66830     | 6/12/2024  | XCEL ENERGY         | 431.07 |
|           |            | Grand Total         | 978.41 |

6/14/2024 9:07 AM

Reprint Check Register - Quick Report - ALL

Page: 2  
ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 5/18/2024 From Account: 250-00-11100-000-000  
Thru: 6/14/2024 Thru Account: 250-00-59200-000-000

Amount

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|   |        |
|---|--------|
| Total Expenditure from Fund # 250 - AIRPORT | 978.41 |
| Total Expenditure from all Funds            | 978.41 |

Dated From: 5/18/2024 From Account: 250-00-11100-000-000 ACCT

Thru: 6/14/2024 Thru Account: 250-00-59200-000-000 Type of Account Active

Fund # 250 - AIRPORT

|                      |                             |        |           |                          | Debit      | Credit     |
|----------------------|-----------------------------|--------|-----------|--------------------------|------------|------------|
| <hr/>                |                             |        |           |                          |            |            |
| 250-00-11100-000-000 | TREASURER'S WORKING CASH    |        |           |                          |            |            |
| Posting              | ----- Transaction -----     |        |           |                          |            |            |
| Date                 | Type                        | Number | Date      | Beginning Balance:       | 171,683.66 |            |
| 5/22/2024            | CMP                         |        | 5/22/2024 | Checks Posted 05/22/2024 |            | 59.94      |
| 5/29/2024            | CMP                         |        | 5/29/2024 | Checks Posted 05/29/2024 |            | 20.90      |
| 6/05/2024            | CMP                         |        | 6/05/2024 | Checks Posted 06/05/2024 |            | 79.53      |
| 6/12/2024            | CMP                         |        | 6/12/2024 | Checks Posted 06/12/2024 |            | 818.04     |
|                      |                             |        |           | Ending Balance:          | 170,705.25 |            |
| <hr/>                |                             |        |           |                          |            |            |
| 250-00-13300-000-000 | ACCRUED INTEREST RECEIVABLE |        |           |                          |            |            |
| Posting              | ----- Transaction -----     |        |           |                          |            |            |
| Date                 | Type                        | Number | Date      | Beginning Balance:       | 8,807.95   |            |
|                      |                             |        |           | Ending Balance:          | 8,807.95   |            |
| <hr/>                |                             |        |           |                          |            |            |
| 250-00-13800-000-000 | LEASE RECEIVABLE - ST       |        |           |                          |            |            |
| Posting              | ----- Transaction -----     |        |           |                          |            |            |
| Date                 | Type                        | Number | Date      | Beginning Balance:       | 48,480.70  |            |
|                      |                             |        |           | Ending Balance:          | 48,480.70  |            |
| <hr/>                |                             |        |           |                          |            |            |
| 250-00-13850-000-000 | LEASE RECEIVABLE - LT       |        |           |                          |            |            |
| Posting              | ----- Transaction -----     |        |           |                          |            |            |
| Date                 | Type                        | Number | Date      | Beginning Balance:       | 220,253.14 |            |
|                      |                             |        |           | Ending Balance:          | 220,253.14 |            |
| <hr/>                |                             |        |           |                          |            |            |
| 250-00-16200-000-000 | PREPAID EXPENSES            |        |           |                          |            |            |
| Posting              | ----- Transaction -----     |        |           |                          |            |            |
| Date                 | Type                        | Number | Date      | Beginning Balance:       | 11,146.50  |            |
|                      |                             |        |           | Ending Balance:          | 11,146.50  |            |
| <hr/>                |                             |        |           |                          |            |            |
| 250-00-21100-000-000 | ACCOUNTS PAYABLE            |        |           |                          |            |            |
| Posting              | ----- Transaction -----     |        |           |                          |            |            |
| Date                 | Type                        | Number | Date      | Beginning Balance:       |            | 1,327.84   |
|                      |                             |        |           | Ending Balance:          |            | 1,327.84   |
| <hr/>                |                             |        |           |                          |            |            |
| 250-00-21110-000-000 | HANGER DEPOSITS             |        |           |                          |            |            |
| Posting              | ----- Transaction -----     |        |           |                          |            |            |
| Date                 | Type                        | Number | Date      | Beginning Balance:       |            | 500.00     |
|                      |                             |        |           | Ending Balance:          |            | 500.00     |
| <hr/>                |                             |        |           |                          |            |            |
| 250-00-25400-000-000 | DEFERRED INFLOWS - LEASES   |        |           |                          |            |            |
| Posting              | ----- Transaction -----     |        |           |                          |            |            |
| Date                 | Type                        | Number | Date      | Beginning Balance:       |            | 268,951.95 |
|                      |                             |        |           | Ending Balance:          |            | 268,951.95 |
| <hr/>                |                             |        |           |                          |            |            |
| 250-00-34100-000-000 | FUND BALANCE (RESERVED)     |        |           |                          |            |            |
| Posting              | ----- Transaction -----     |        |           |                          |            |            |
| Date                 | Type                        | Number | Date      | Beginning Balance:       |            | 150,250.78 |
|                      |                             |        |           | Ending Balance:          |            | 150,250.78 |
| <hr/>                |                             |        |           |                          |            |            |
| 250-00-46340-000-000 | HANGER LEASES               |        |           |                          |            |            |
| Posting              | ----- Transaction -----     |        |           |                          |            |            |
| Date                 | Type                        | Number | Date      | Beginning Balance:       |            | 36,493.12  |
|                      |                             |        |           | Ending Balance:          |            | 36,493.12  |
|                      |                             |        |           | Budget:                  |            | 62,300.00  |
| <hr/>                |                             |        |           |                          |            |            |
| 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   |
| <hr/>                |                             |        |           |                          |            |            |

Dated From: 5/18/2024 From Account: 250-00-11100-000-000 ACCT

Thru: 6/14/2024 Thru Account: 250-00-59200-000-000 Type of Account Active

Fund # 250 - AIRPORT

Debit Credit

| 250-00-46342-000-000 |             | FARM RENTAL |                    |           |
|----------------------|-------------|-------------|--------------------|-----------|
| Posting              | Transaction |             |                    |           |
| Date                 | Type        | Number      | Date               |           |
|                      |             |             | Beginning Balance: | 9,060.00  |
|                      |             |             | 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: | 6,458.35 |
|                      |             |               | 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  |

| 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  |

| 250-00-53510-216-000 |             | AIRPORT SPECIAL SERVICES |                            |        |
|----------------------|-------------|--------------------------|----------------------------|--------|
| Posting              | Transaction |                          |                            |        |
| Date                 | Type        | Number                   | Date                       |        |
|                      |             |                          | Beginning Balance:         | 239.76 |
| 5/22/2024            | DIS         | 66748                    | 5/22/2024 PDI TECHNOLOGIES | 59.94  |
| R1127804122          |             |                          |                            |        |

Dated From: 5/18/2024 From Account: 250-00-11100-000-000 ACCT

Thru: 6/14/2024 Thru Account: 250-00-59200-000-000 Type of Account Active

Fund # 250 - AIRPORT

Debit Credit

250-00-53510-216-000 - AIRPORT SPECIAL SERVICES

Ending Balance: 299.70  
Budget: 0.00

250-00-53510-220-000 AIRPORT  
ELECTRICITY

| Posting | Date      | Type | Number | Date      | Transaction     | Beginning Balance: |  |
|---------|-----------|------|--------|-----------|-----------------|--------------------|--|
|         |           |      |        |           |                 | 2,536.36           |  |
|         | 6/12/2024 | DIS  | 66830  | 6/12/2024 | XCEL ENERGY     | 431.07             |  |
|         |           |      |        |           | Ending Balance: | 2,967.43           |  |
|         |           |      |        |           | Budget:         | 7,500.00           |  |

250-00-53510-223-000 AIRPORT  
TELEPHONE

| Posting | Date      | Type | Number | Date      | Transaction     | Beginning Balance: |  |
|---------|-----------|------|--------|-----------|-----------------|--------------------|--|
|         |           |      |        |           |                 | 633.37             |  |
|         | 6/12/2024 | DIS  | 66798  | 6/12/2024 | BRIGHTSPEED     | 157.96             |  |
|         |           |      |        |           | AIRPORT         |                    |  |
|         |           |      |        |           | Ending Balance: | 791.33             |  |
|         |           |      |        |           | Budget:         | 0.00               |  |

250-00-53510-226-000 AIRPORT  
WATER/SEWER

| Posting | Date | Type | Number | Date | Transaction     | Beginning Balance: |  |
|---------|------|------|--------|------|-----------------|--------------------|--|
|         |      |      |        |      |                 | 208.76             |  |
|         |      |      |        |      | Ending Balance: | 208.76             |  |
|         |      |      |        |      | Budget:         | 1,000.00           |  |

250-00-53510-227-000 AIRPORT  
NATURAL GAS

| Posting | Date      | Type | Number | Date      | Transaction     | Beginning Balance: |  |
|---------|-----------|------|--------|-----------|-----------------|--------------------|--|
|         |           |      |        |           |                 | 252.41             |  |
|         | 5/29/2024 | DIS  | 66770  | 5/29/2024 | WE ENERGIES     | 20.90              |  |
|         |           |      |        |           | Ending Balance: | 273.31             |  |
|         |           |      |        |           | Budget:         | 0.00               |  |

250-00-53510-232-000 AIRPORT  
BLDG MAINTENANCE

| Posting | Date | Type | Number | Date | Transaction     | 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 | Number | Date | Transaction     | Beginning Balance: |  |
|---------|------|------|--------|------|-----------------|--------------------|--|
|         |      |      |        |      |                 | 955.00             |  |
|         |      |      |        |      | Ending Balance: | 955.00             |  |
|         |      |      |        |      | Budget:         | 0.00               |  |

250-00-53510-312-000 AIRPORT  
POSTAGE

| Posting | Date      | Type | Number | Date      | Transaction                   | Beginning Balance: |  |
|---------|-----------|------|--------|-----------|-------------------------------|--------------------|--|
|         |           |      |        |           |                               |                    |  |
|         | 6/12/2024 | DIS  | 66812  | 6/12/2024 | MIDWEST ONE - VISA            | 8.73               |  |
|         |           |      |        |           | POSTAGE FOR INPSECION LETTERS |                    |  |
|         | 6/12/2024 | DIS  | 66819  | 6/12/2024 | PITNEY BOWES INC.             | 182.49             |  |
|         |           |      |        |           | 07022024                      |                    |  |



Dated From: 5/18/2024

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

ACCT

Thru: 6/14/2024

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

Fund # 250 - AIRPORT

Debit Credit

250-00-53510-312-000 - AIRPORT POSTAGE

Ending Balance: 191.22  
Budget: 0.00

250-00-53510-340-000 AIRPORT  
OPERAT SUPPLIES

| Posting   | Transaction |        |           |                     |          |
|-----------|-------------|--------|-----------|---------------------|----------|
| Date      | Type        | Number | Date      | Beginning Balance:  |          |
|           |             |        |           | 276.09              |          |
| 6/05/2024 | DIS         | 66787  | 6/05/2024 | THE BITWORKS INC.   | 79.53    |
|           |             |        |           | 35619               |          |
| 6/12/2024 | DIS         | 66797  | 6/12/2024 | BILL'S ACE HARDWARE | 37.79    |
|           |             |        |           | INV 354339          |          |
|           |             |        |           | Ending Balance:     | 393.41   |
|           |             |        |           | Budget:             | 2,000.00 |

250-00-53510-400-000 AIRPORT  
ICE & SNOW REMOVAL

| Posting | Transaction |        |      |                    |           |
|---------|-------------|--------|------|--------------------|-----------|
| Date    | Type        | 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 | Transaction |        |      |                    |          |
|---------|-------------|--------|------|--------------------|----------|
| Date    | Type        | Number | Date | Beginning Balance: |          |
|         |             |        |      | 4,583.35           |          |
|         |             |        |      | Ending Balance:    | 4,583.35 |
|         |             |        |      | Budget:            | 0.00     |

|              |           |            |            |
|--------------|-----------|------------|------------|
| Fund Totals: | Beginning | 486,164.26 | 486,164.26 |
|              |           | 978.41     | 978.41     |
|              | Ending    | 486,164.26 | 486,164.26 |

**OSCEOLA AIRPORT COMMISSION**

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

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**OUTSIDE STORAGE AREA LEASE  
GLIDER TRAILERS ONLY**

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PRIVATE

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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 31<sup>st</sup> 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  
~~2700-17<sup>th</sup> 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



**OSCEOLA AIRPORT COMMISSION**

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

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**HANGAR AREA LEASE**

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**PRIVATE**

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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 **Paul Campobasso**, 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 **H1(South)** L.O. Simenstad Municipal Airport, in the Village of Osceola, Polk County, Wisconsin, measuring **60 x 140**, and comprising approximately **8,400** square feet.



adjustment as set forth, below, equal to **\$.1303** per square foot of land under lease for a total annual charge of **\$1,094.48**, 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.


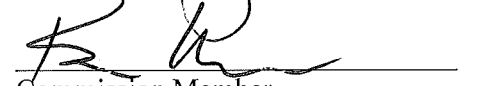
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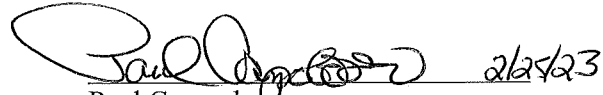
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IN WITNESS WHEREOF, the parties have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, in the Village of Osceola, Polk County, Wisconsin.

OSCEOLA AIRPORT COMMISSION

LESSEE

  
\_\_\_\_\_  
Commission Member  
  
\_\_\_\_\_  
Commission Member

  
\_\_\_\_\_  
Paul Campobasso 2/25/23

Lessee's Address: 2700 17<sup>th</sup> Terrace NW  
New Brighton, MN 55112  
Lessee's Telephone Number: 651-633-6964  
Cell Number: 651-303-4496  
Work Number:  
E-Mail: ~~paulc@inclinotech.com~~  
pcampobasso@comcast.net

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 