THE CITY OF KENOSHA
CHART A BETTER COURSE

Agenda
Airport Commission Meeting
9900 52nd Street, Airport Conference Room
Wednesday, June 26, 2024
4:00 PM

Chairperson Rocco LaMacchia Sr.
Vice-Chairperson Pete Spear

Commissioner Tye Hammerle
Commissioner Ryan Pelke
Commissioner Mike Burke

Call to Order
Roll Call
Citizen Comments

Approval of the Minutes of the Meeting Held on March 27, 2024

1. Elections of Chairperson and Vice-Chairperson

2. Lease Renewal between City of Kenosha, Wisconsin and John S. Swift Company, Inc.
19 pages

3. Discussion of Airport Operations

Commissioners' Comments

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4161 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.

THE CITY OF KENOSHA
CHART A BETTER COURSE

Minutes
Airport Commission Meeting
9900 52nd Street, Airport Conference Room
Wednesday, March 27, 2024
4:00 PM

Chairperson Rocco LaMacchia Sr.
Vice-Chairperson Pete Spear

Commissioner Tye Hammerle
Commissioner Ryan Pelke
Commissioner Mike Burke

Call to Order

A meeting of the Airport Commission was held on March 27, 2024. The meeting was called to order by Chairperson LaMacchia at 4:00pm.

Roll Call

Commissioners Pelke and Burke were excused, however, there was still a quorum with 3 present Commissioners.

Citizen Comments.

None

Approval of the Minutes of the Special Meeting Held on November 8, 2023.

Vice-Chairperson Spear motioned to approve the minutes and was seconded by Commissioner Hammerle.
Motion passed 3-0

1. Distribution Easement Underground between the City of Kenosha, Wisconsin and WE Energies

Chairperson LaMacchia opened up the item to a public hearing. No one spoke. Chairperson LaMacchia asked Mr. Reed for an overview of this item. Mr. Reed gave a brief overview. After questions and discussion, Commissioner Hammerle motioned to approve and was seconded by Vice-Chairperson Spear.
Motion passed 3-0

2. Discussion of Airport Operations

Mr. Reed said that 2024 fuel sales and traffic counts are off to a slow start and hopefully things will get better. Interviews for 2 candidates for the Full Time AMT position will be take place next week according to Mr. Reed.

Commissioners' Comments

Commissioner Hammerle expressed concern of cracks in small runway. He asked if there was a plan to take care of them. Mr. Reed explained that the City will help patch up the cracks. An increase in budget next year will pay for the complete repair of the runway.

Chairperson LaMacchia adjourned the meeting at 4:10 pm

LEASE

Between

THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

And

JOHN S. SWIFT COMPANY, INC.
9904 - 52nd Street,
Kenosha, Wisconsin 53144
An Illinois Corporation

This Lease is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", and John S. Swift Company, Inc., an Illinois corporation, 9904 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "Lessee", collectively referred to as the Parties.

W I T N E S S E T H:

WHEREAS, the City operates the Kenosha Regional Airport, and owns the land upon which the Airport is located; and,

WHEREAS, the Lessee desires to enter into this Lease to use land at the Airport for an existing airport hangar located at 9904 52nd Street consisting of one (1) building, approximately sixty-five (65') feet by sixty (60') feet in size, which will be used by Lessee for storage and repair of aircraft owned by Lessee at the Airport, but not as a fixed base or commercial operator; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the City and the Lessee agree as follows:

ARTICLE 1 – PREMISES

1.1 LAND. The City Leases to the Lessee Fourteen Thousand Twenty-Five (14,025) square feet of land located at 9904 52nd Street, Kenosha, Wisconsin, 53144, more particularly described and shown on attached Exhibit "A" hereinafter referred to as the "Premises".

1.2 ACCEPTANCE. The Lessee warrants that it has inspected the Premises and has found the Premises suitable for its intended purposes, as is, subject to the use limitations and obligations imposed by this Lease.

ARTICLE 2 – TERM

2.1 TERM. The Term of this Lease is for the period of July 1, 2024, through and including June 30, 2044, hereinafter referred to as the "Term". Between six (6) months and one (1) year prior to the expiration date of this Lease, the Lessee may request, in writing, that the City negotiate a new Lease. If timely notice is given to the City and the Lessee is in full compliance with this Lease, the City shall meet with the Lessee in good faith to negotiate a new Lease which may be for any term agreed to by the parties.

ARTICLE 3 - RENT

3.1 RENT. Subject to Article 3.3, the Lessee agrees to pay the City for the use and occupancy of the Premises rent in the annual sum of Three Thousand Five Hundred Six Dollars and Twenty-five Cents ($3,506.25) based upon a charge of Twenty-five Cents ($0.25) per square foot for the Premises. The rent shall be payable in equal semiannual installments of One Thousand Seven Hundred Fifty-three Dollars and Twelve Cents ($1,753.12) on or before January 1 and July 1 of each year during the Term of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52nd Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the City.

3.2 LATE PAYMENTS. Late payment of the rent shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half (1-1/2%) percent per month, until paid in full.

3.3 RENT ADJUSTMENT. The rent may be adjusted from time to time during the Term of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Rent adjustments shall not be inconsistent with other land leases at the Airport.

ARTICLE 4 – IMPROVEMENTS

4.1 DEFINITION. Improvements shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, facilities, landscaping, and site modifications on the Premises.

4.2 PLANS AND SPECIFICATIONS. Plans and specifications for the construction of any Improvements shall be submitted to the Airport Commission and the City for approval. No work shall commence on the Improvements until all necessary approvals have been received and all required permits from the City have been obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing the construction of any Improvements, the Lessee shall procure and submit proof of the following insurance coverages to the Airport Director for approval by the Airport Commission:

a. Builder's All Risk Insurance in the amount of the full value of the Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting the Lessee and the City from claims for death, personal injury or property damage arising during the course of construction of the Improvements in accordance with the coverage requirements specified in this Lease.

4.4 CONSTRUCTION LIENS. The Lessee, in making Improvements upon the Premises, shall not grant permission for or permit any liens for labor or materials to attach to the Premises without the prior written consent of the City, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the Premises. In order to void such liens, the Lessee shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the Premises, the Lessee shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the Lessee from financing the Improvements subject to a security lien on the Improvements.

However, the Lessee shall not permit any security lien to attach to the real estate upon which the Improvements are situated. Nothing contained herein shall preclude the Lessee or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

4.5 RISK OF LOSS. The Lessee assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the City arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the Lessee shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the City without cost or expense to the City.

4.6 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. The Lessee shall require its contractors who construct the Improvements to indemnify and hold harmless the City, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the Lessee involving the construction of the Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the City, or any of its officers, employees or agents.

4.7 INSPECTION. The City shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.8 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the City, its officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the City and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and the City shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

4.9 UNAUTHORIZED IMPROVEMENTS. Should the Lessee make any Improvements without prior City approval, which are not satisfactory to the City, then, upon written notice to do so, the Lessee shall remove the same, or if agreed upon by the City, cause the same to be changed, modified or reconstructed to the satisfaction of the City. Should the Lessee fail to comply with such notice within sixty (60) days of receipt thereof, or should the Lessee commence to comply therewith and fail to pursue such work diligently to completion, the City may effect the removal, change, modification or reconstruction thereof, and the Lessee shall pay the cost thereof to the City, upon written demand together with interest at the highest rate permitted by law from the date of the City's written demand until paid.

4.10 OWNERSHIP, TRANSFER, SURRENDER OR REMOVAL OF IMPROVEMENTS. The Lessee shall own, have and retain title to all Improvements the Lessee places upon the Premises. Upon expiration or termination of this Lease, the Lessee shall have the option, subject to the approval of the Airport Commission and Common Council of:

a. Transferring all Improvements to a third party at a fair market value subject to such third party entering into a new lease with the City;

b. Surrendering all Improvements to the City at no cost to the City; or

c. Removing all Improvements from the Premises within one hundred twenty (120) days of Lease termination. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

ARTICLE 5 - USE OF PREMISES

5.1 USE OF PREMISES. The Lessee shall use the Premises as a Common Hangar Storage Operator in compliance with the Minimum Standards for T-Hangar, Common Hangar and Tie-Down Aircraft Storage Operator set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time. The Lessee shall also be permitted to use the Premises for the airframe and power plant repairs of aircraft owned by the Lessee and its tenants. Airframe and power plant repairs of aircraft owned by the Lessee are to be performed by the Lessee or a person who is regularly employed by the Lessee, within the limits of Federal Aviation Administration Regulations. Airframe and power plant repairs of aircraft owned by a tenant of the Lessee are to be performed by the tenant or a person who is regularly employed by the tenant, within the limits of the Federal Aviation Administration Regulations. The Lessee shall store flammable materials in compliance with all City, state and federal laws, rules and regulations.

5.2 NOISE STANDARDS FOR AIRCRAFT BASED ON PREMISES. The Lessee agrees that all aircraft used in conjunction with the Premises shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the City may promulgate.

5.3 LIMITATION ON AIRCRAFT REPAIR WORK OUTSIDE OF A HANGAR. All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than twelve (12) hours outside of a hangar without the prior permission of the Airport Director.

5.4 CHANGED USE. Any change in the use of the Premises must have the prior written approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

5.5 PROHIBITED USE. The Lessee is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from self-fueling or selling or dispensing aviation fuel to any person or party. Use of the Premises for storage of personal property which is not directly related to aviation operations, including but not limited to, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, and motor vehicles, irrespective of operating condition or license status, is strictly prohibited.

5.6 NONEXCLUSIVE AIRPORT RIGHTS. Except for the exclusive right of the Lessee to the use and possession of the Premises, no exclusive rights at the Airport are granted by this Lease. The Lessee shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport lessee.

5.7 COMMON AREA OF AIRPORT. The Lessee and its invitees shall have the right, in common with other authorized users, to use the common areas of the Airport, including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The Lessee, in common with

other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the Lessee and its tenants.

ARTICLE 6 - INGRESS AND EGRESS

The Lessee shall have the right of ingress and egress to and from the Premises and the common areas of the Airport for the Lessee, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the Lessee. The Lessee shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The Lessee shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the Premises for trucks or any other vehicle.

ARTICLE 7 – PARKING

The Lessee, at all times, shall park all vehicles used in connection with the Lessee's operations wholly on the Premises. Outdoor storage of the Lessee's personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

ARTICLE 8 - AIRCRAFT LIST

The Lessee shall provide the Airport Director with a list of the aircraft N-numbers and types stored in the hangar, together with the names, addresses and telephone numbers for each aircraft owner, lessee or manager.

ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

9.1 LESSEE'S RESPONSIBILITIES. The Lessee, at Lessee's expense, shall at all times be responsible for the care, maintenance and repair of the Premises, including the Improvements thereon, whether preexisting or placed thereon by the Lessee, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The Lessee, at Lessee's expense, shall at all times:

a. Keep the Premises, the Improvements and the personal property thereon, in a clean, neat and sanitary condition.

b. Provide and maintain on the Premises all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.

c. Repair any damage arising from the operations of the Lessee to the paving or other surface of the Premises or the Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.

d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the Premises not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.

e. Maintain and repair all utility lines and equipment placed upon the Premises.

f. Maintain the Improvements and perform all repair work in accordance with

federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

g. Be responsible for any environmental cleanup required by any act or omission of the Lessee or Lessee's employees, invitees or agents, or arising out of Lessee's operations on the Premises or at the Airport.

h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.

i. Be responsible for repair and maintenance of aprons on the Premises.

9.2 TIME REQUIREMENTS FOR REPAIRS. The Lessee shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the Premises, including the Improvements, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the Premises, including the Improvements. As used herein, minor damage shall be damage to the Premises or the Improvements which would cost Five Hundred Dollars ($500.00) or less to repair, and major damage shall be damage to the Premises or the Improvements which would cost in excess of Five Hundred Dollars ($500.00) to repair. The Lessee, for good cause, may request from the Airport Director an extension of time to complete repairs. Notwithstanding the above, emergency repairs shall be conducted by the Lessee as soon as possible when required to preserve the Premises and the Improvements.

9.3 LESSEE'S FAILURE TO MAINTAIN. In the event the Lessee fails to care for, maintain and repair the Premises or the Improvements within thirty (30) days following the receipt of written notice from the City describing the failure to care for, maintain and repair and any demand for curative action, or in the event the Lessee, upon commencement of curative action, fails to diligently continue to complete the curative action required by the City, the City may, at its option, and in addition to any remedies otherwise available to it, enter the Premises or the Improvements without such entering causing or constituting a cancellation of this Lease or an interference with the Lessee's possession, and care for, maintain or repair all or any part of the Premises or the Improvements which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the Lessee shall pay the City, upon written demand, all sums incurred by the City to care for, maintain or repair the Premises or the Improvements together with interest at the rate of eighteen percent (18%) per year from the date of the City's written demand for payment until paid. The Lessee's failure to pay the City, upon written demand, all sums incurred by the City plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Furthermore, should the City undertake any work hereunder, the Lessee waives any claims for damages, consequential or otherwise, against the City as a result therefrom, except claims for damages arising from the City's negligence. The foregoing shall in no way affect or alter the continuing obligations of the Lessee as set forth in this Lease and shall not impose or be construed to impose upon the City any obligation to care for, maintain or repair the Premises or the Improvements.

ARTICLE 10 – PAINTING

The Airport Director shall from time to time inspect the exterior of the building. Should the Airport Director, in the sole discretion of the Airport Director, determine that the exterior of the building needs painting, Lessee shall within forty-five (45) days paint the exterior. Factors to be considered by the Airport Director include, but are not limited to, faded paint, peeling paint, and unauthorized paint color. Paint shall be of a quality recommended by the manufacturer for metal buildings. Color is to be approved in writing by the Airport Director as determined by the Airport Commission.

ARTICLE 11 - ACCESS TO PREMISES

The Lessee agrees to and shall permit the City, the State of Wisconsin and the United States Government to send their representatives and employees onto the Premises and any Improvements thereon, for the purpose of an inspection thereof. In nonemergency situations, the Lessee shall be provided with reasonable advance notice of an inspection if the Lessee is available to receive such notice.

ARTICLE 12 - GOVERNMENTAL REGULATIONS

12.1 LAWS, RULES, REGULATIONS AND ORDERS. From time to time, the City may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The Lessee agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the Lessee's officers, agents, employees, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

12.2 SAFETY. The Lessee shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The Lessee agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the Premises and the Improvements and to require the Lessee's officers, agents, employees, contractors, and suppliers to obey the same. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

12.3 LICENSES, CERTIFICATES AND PERMITS. The Lessee, at Lessee's expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the City, having jurisdiction over the Premises, the Improvements, or the Lessee's operations at the Premises.

12.4 TAXES AND FEES. The Lessee shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the Premises, the Improvements, or the Lessee's operations hereunder, and shall make all applications, reports and returns required in connection therewith. The Lessee shall pay when due all stormwater management fees imposed on the Premises.

ARTICLE 13 – UTILITIES

The Lessee shall pay for all utilities furnished to the Premises including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The Lessee will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other City property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the City requires all utility pipes, wires and conduits to be underground. The Lessee will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The City shall allow the providers of all utilities reasonable access to the boundaries of the Premises for the installation of utility service.

ARTICLE 14 - REGULATORY SIGNS

The Lessee, at no charge, shall permit the City to place such regulatory signs on the Premises as the City shall deem appropriate at the City's expense, but under no conditions shall said signs be attached to any building or structure of the Lessee without the Lessee's advance written permission. The Lessee shall not place or erect any signs on or about the Premises or the Improvements without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

ARTICLE 15 – SANITATION

The Lessee shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at Lessee's expense. The Lessee shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the Premises. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the Premises, outside of a fully enclosed building or structure, is strictly prohibited.

ARTICLE 16 - SNOW REMOVAL

The Lessee, at Lessee's expense, shall be responsible for removal of snow from the Premises. The City shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The City shall incur no liability to the Lessee by reason of any failure on the part of the City to meet its snow removal obligations when the City has made a good faith effort to do so.

ARTICLE 17 - QUIET ENJOYMENT

The City covenants and agrees, so long as the Lessee shall duly and punctually perform and observe all the terms and conditions of this Lease, that the Lessee shall peaceably and quietly have, hold and enjoy the Premises, subject to the right of the City to use and inspect the Premises, and to exercise any other rights provided and reserved to the City pursuant to this Lease.

ARTICLE 18 - RIGHTS OF ENTRY RESERVED

The City, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at Lessee's expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the Premises or the Improvements, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the City, be necessary or advisable, and use the Premises for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the City shall not unreasonably interfere with the use and occupancy of the Premises or the Improvements by the Lessee. It is specifically understood and agreed that the reservation of such rights by the City pursuant to this Article 18 shall not impose or be construed to impose upon the City an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the Premises or the Improvements.

ARTICLE 19 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

The City reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the City sees fit together with the right to take any action the City considers

necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The City may prevent the Lessee from erecting or permitting the erection of any Improvements on the Premises which, in the City's opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT

The City shall not be liable to the Lessee for money damages arising out of any interruption in the Lessee's use or enjoyment of the Premises or the Improvements by reason of any damage to the Premises or the Improvements, unless such damage is the result of an action by a City employee or agent performing a duty or task for the City, and, in that event, the City shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the Premises is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

ARTICLE 21 - NATURAL DISASTER

The Lessee's obligations during the Term of this Lease shall neither abate nor be suspended by virtue of any damage to the Premises or the Improvements resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the Lessee or its tenants cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the Lessee or its tenants cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the Lessee or its tenants cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

ARTICLE 22 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the City shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

ARTICLE 23 – LIABILITY INSURANCE

23.1 INSURANCE REQUIRED. The Lessee shall procure and maintain during the Term of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

23.2 PROOF OF INSURANCE. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the City as an "additional insured", and proof of payment of all premiums to the Airport Director for approval. The Lessee shall provide the City with an additional insured endorsement certifying that the

City is an additional insured with respect to the insurance coverages required by Article 23.5.A. At least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance, the policy and the endorsements required by this Article 23.2. Within thirty (30) days after the premium on any insurance policy required by this Article 23 becomes due and payable, the Lessee shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

23.3 INCREASED COVERAGE. The City reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the Lessee whenever the Airport Minimum Standards covering the Lessee's operations are enacted which adopt or increase the minimum insurance requirements, and the Lessee shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

23.4 FAILURE TO MAINTAIN INSURANCE. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the City in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 23 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the Lessee in Article 25.

23.5 REQUIRED MINIMUM COVERAGE. The following minimum insurance coverages must be in effect and continue in effect during the Term of this Lease:

A. Commercial General Liability
$1,000,000.00 Each Occurrence having the following coverages:
i. Premises and Operations including Hangarkeepers
ii. Independent Contractor and Subcontractor
iii. Products and Completed Operations
iv. Contractual Liability
v. Death and Personal Injury

B. Automobile Liability
$1,000,000.00 Single Limit each accident having the following coverages:
i. Owned Automobiles
ii. Hired Automobiles
iii. Non-Owned Automobiles

C. Worker's Compensation: Statutory Limits
Employer's Liability
$100,000.00 Each Accident
$100,000.00 Disease, Each Employee

$500,000.00 Disease, Policy Limit

ARTICLE 24 - INSURANCE OF IMPROVEMENTS

24.1 INSURANCE REQUIRED. The Lessee shall procure and maintain during the Term of this Lease insurance protection on all Improvements on the Premises to the extent of one hundred (100%) percent of the insurable replacement value of the Improvements. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

24.2 PROOF OF INSURANCE. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums to the Airport Director for approval. If no insurable Improvements exist on the Premises at the commencement of this Lease, the Lessee shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums the Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least thirty (30) days before the expiration date of any insurance policy required by this Article 24, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 24 becomes due and payable, the Lessee shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 24 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

24.3 FAILURE TO MAINTAIN INSURANCE. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the City, in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 24 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the Lessee in Article 25.

24.4 DAMAGE ELECTION BY LESSEE. Should any Improvements on the Premises, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the Lessee shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the Improvements. The Lessee shall notify the City of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

24.5 LESSEE'S OBLIGATIONS. In the event of damage or destruction to Improvements on the Premises, the City shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by the Lessee on the Premises pursuant to this Lease. Nothing contained herein shall be deemed to release the Lessee from any of the Lessee's repair, maintenance or rebuilding obligations under this Lease.

24.6 ABATEMENT OF RENT. In the event the Lessee elects to repair, replace or rebuild the Improvements, during the period thereof, the rent shall be proportionately abated from the date of loss until the Improvements are repaired, restored or rebuilt, provided the Lessee does not use the damaged Premises, with or without Improvements, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the City. The Lessee agrees to

commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the Lessee's control.

24.7 RESTORATION OF PREMISES. In the event the Lessee elects not to repair, replace or rebuild the damaged Improvements, the Lessee shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original pre-lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the Lessee's and the City's unaccrued obligations hereunder shall cease. If the Lessee does not elect to repair, replace or rebuild the damaged Improvements within the above referenced one hundred twenty (120) day period of time, the Lessee shall be deemed to have elected not to repair, replace or rebuild the damaged Improvements, and the City may elect to restore the Premises to their original condition at the cost and expense of the Lessee, whereupon this Lease shall be deemed terminated.

ARTICLE 25 – INDEMNITY AND HOLD HARMLESS

The Lessee does hereby agree that it will, at all times, during the Term of this Lease, indemnify, defend and hold harmless the City, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the Premises, the Improvements, or as a result of any operations, works, acts or omissions performed on the Premises, the Improvements, or on the Airport by the Lessee, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the Lessee's failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the Premises or the Improvements thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the City, the Airport Commission, or any of their officers or employees. Upon the filing with the City of a claim for damages arising out of any incident(s) which the Lessee herein agrees to indemnify, defend and hold the City and others harmless, the City shall notify the Lessee of such claim, and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and the City. It is specifically agreed, however that the City, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the City, the Airport Commission, or any of their officers or employees for any cause for which the Lessee is liable hereunder, shall be conclusive against the Lessee as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

ARTICLE 26 - ASSIGNMENT/SUBLEASE

No assignment or sublease of this Lease is permitted without the prior written consent of the Airport Commission and the City. Any unauthorized assignment or sublease shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the Lessee of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the Lessee under this Lease.

ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the Lessee to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 27, the Lessee shall have twenty (20) days following its receipt of written notice from the City to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 27, the Lessee shall have thirty (30) days following its receipt of written notice from the City to cure any other breach of the terms and conditions of this Lease to the satisfaction of the City. In the event the Lessee's breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the City and the Lessee acts within said thirty (30) days with due diligence to cure the breach, then the Lessee shall not be deemed in default as long as the Lessee is acting diligently to cure the breach. In the event the Lessee fails to cure any breach within the time provided, the City, in addition to all other rights and remedies available to the City at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the Premises and remove all persons and property and the City shall not be liable for damages or otherwise by reason of such re-entry. Upon expiration or termination of this Lease for any reason, the Lessee shall have the option subject to the approval of the Airport Commission and the Common Council of:

a. Transferring all Improvements to a third party at fair market value subject to such third party entering into a new lease with the City;

b. Surrendering the Premises and all Improvements to the City at no cost to the City; or,

c. Removing all Improvements from the Premises within one hundred twenty (120) days of termination of this Lease. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

The City shall be entitled to collect from the Lessee all attorney fees and expenses incurred by the City in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the City.

ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 27 are not approved upon termination of this Lease for any reason, the Premises and the Improvements shall revert to the City without further action of the Common Council. In the event the Lessee ceases to exist, terminates its operations, or discontinues use of the Premises or the Improvements for six (6) months, this Lease shall be subject to termination by the City, absent a duly authorized and approved assignment or release of this provision by the City. Upon such termination, the Premises and the Improvements shall revert to the City without further action of the Common Council.

ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY

29.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE. Neither this Lease, nor any interest of the Lessee hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

29.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 29.1, the Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the Lessee and if against the Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the Lessee is a party, with authority to take possession or control of the Premises or the Improvements of the business conducted thereon by the Lessee, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Article 29.1 shall be deemed to constitute a breach of this Lease by the Lessee and shall, at the election of the City, but not otherwise, without notice or entry or other action of the City terminate this Lease and also all rights of the Lessee under this Lease in and to the Premises and the Improvements and also all rights of any and all persons and parties claiming under the Lessee.

ARTICLE 30 – NONDISCRIMINATION

30.1 In the event Improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such Improvements and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

30.2 The Lessee agrees that:

30.2.1 No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or the Improvements contrary to federal, state or local law, rule or regulation.

30.2.2 In the construction of any Improvements on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.

30.2.3 The Premises and the Improvements shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

30.3 The City reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

30.4 The Lessee shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the Lessee operates any Improvement at the Premises and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such agreement.

30.5 The Lessee shall indemnify and hold harmless the City and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the Lessee's noncompliance with any of the provisions of this Article 30 and the Lessee shall reimburse the City for any loss, expense or attorney fees incurred by reason of the Lessee's noncompliance.

30.6 The Lessee assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The Lessee assures that it will require that covered suborganizations provide assurances to the Lessee that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

ARTICLE 31 – CONTRACTORS

Contractors of the Lessee shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Premises and the Improvements.

ARTICLE 32 – BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 33 – SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

ARTICLE 34 – INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 35 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 36 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the City or the Lessee in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the City.

ARTICLE 37 - TIME IS OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 38 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be sent by recognized commercial courrier, or by certified mail with return receipt, or by personal service addressed to the Lessee or the City as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by commercial courrier or if by hand, or mailing, if by certified mail.

If to Lessee:	John S. Swift Company, Inc. Attn: John S. Swift 999 Commerce Court Buffalo Grove, IL 60089
If to City:	City Clerk/Treasurer City of Kenosha Municipal Building 625 52nd Street, Room 105 Kenosha, Wisconsin 53140
With copies to:	Airport Director Kenosha Regional Airport 9900 52nd Street Kenosha, Wisconsin 53144-7430
	Office of the City Attorney City of Kenosha Municipal Building 625 52nd Street, Room 201 Kenosha, Wisconsin 53140

ARTICLE 39 – AUTHORITY

Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

[*signature pages to follow*]

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

BY: _____
DAVID F. BOGDALA, Mayor

Date: _____

BY: _____
MICHELLE L. NELSON,
City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____ , 2024, David F. Bogdala, Mayor, and Michelle L. Nelson, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

_____
Print Name:_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

JOHN S. SWIFT COMPANY, INC.
An Illinois Corporation

BY: _____
JOHN S. SWIFT, President

Date: June 6th, 2024

STATE OF Illinois)
:SS.
COUNTY OF Lake)

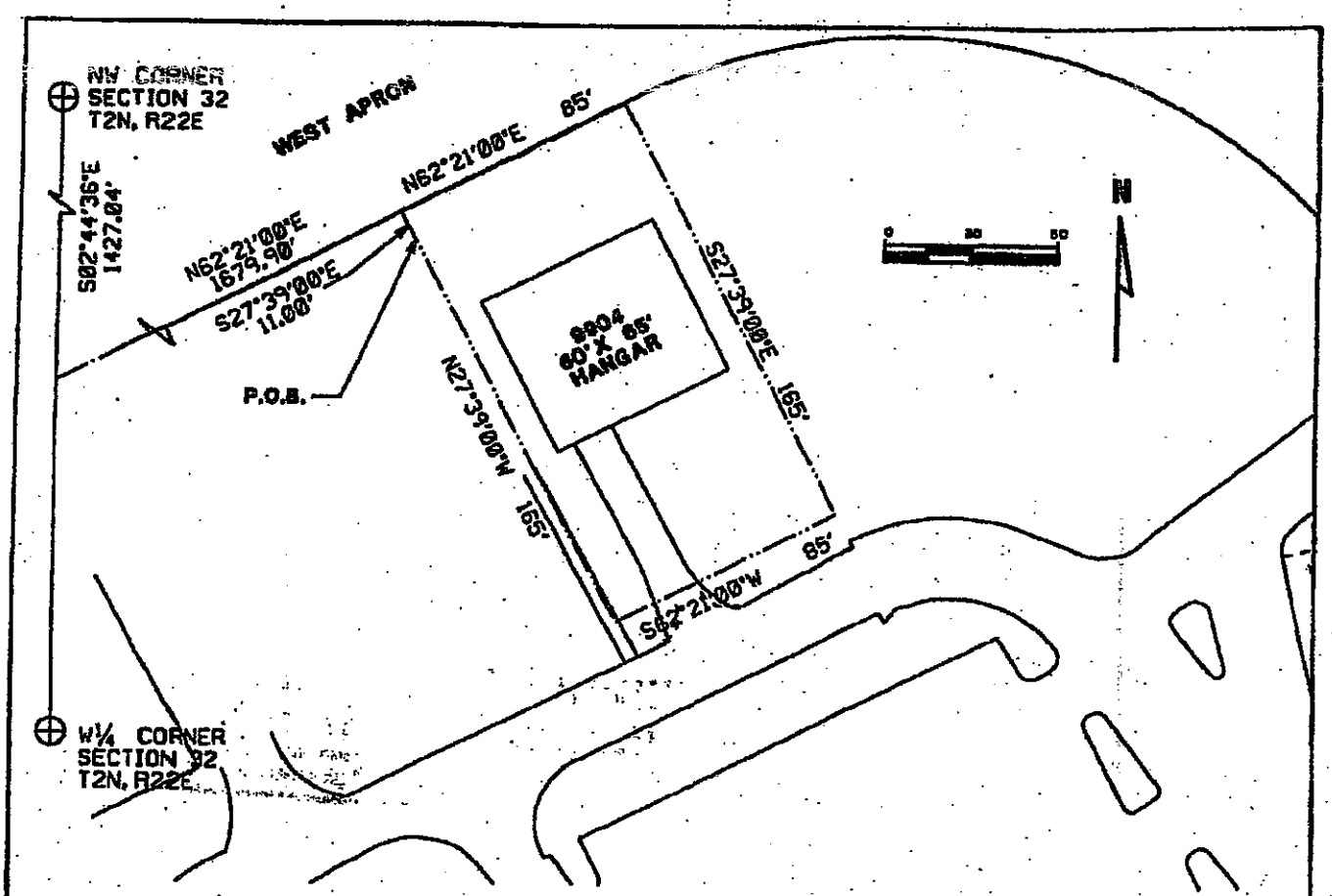
Personally came before me this 6 day of June, 2024, John S. Swift, President of John S. Swift Company, Inc., an Illinois corporation, and acknowledged to me that he executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

OFFICIAL SEAL
AMANDA J KOEHLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/05/2026

Amanda J. Koehler
Print Name: AMANDA J. Koehler
Notary Public, Lake County, IL
My Commission expires/is: 11/5/26

Drafted By:
BRIAN T. COE
Assistant City Attorney
Office of the City Attorney
625 52nd Street, RM 201
Kenosha, Wisconsin 53140
Phone: 262-653-4170
Fax: 262-925-5933
bcoe@kenosha.org

EXHIBIT A



HANGAR 9904 LEASE DESCRIPTION

A parcel of land located in the NE¼-NW¼ of Section 32, T2N, R22E, Township of Somers, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Northwest corner of said Section 32; thence S 02°-44'-36" E, along the west line of said NW¼, 1,427.04 feet; thence N 62°-21'-00" E, 1,679.90 feet; thence S 27°-39'-00" E, 11.00 feet to the point of beginning; thence continuing N 62°-21'-00" E, 85 feet; thence S 27°-39'-00" E, 165 feet; thence S 62°-21'-00" W, 85 feet; thence N 27°-39'-00" W, 165 feet to the point of beginning.

Parcel contains 14,025 square feet, more or less.

MEAD & HUNT

Mead & Hunt, Inc.
6501 Watts Road, Suite 101
Madison, Wisconsin 53719-2700
Phone: 608-273-6380
Fax: 608-273-6391

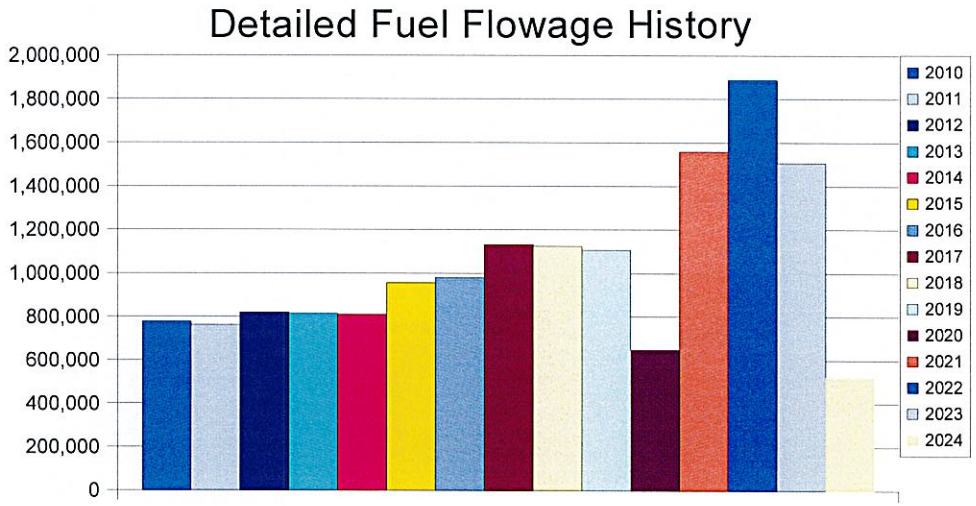
KENOSHA REGIONAL AIRPORT
HANGAR 9904
LEASE DESCRIPTION

Revised: 7/12/04
Revised: 3/11/98
Revised: 2/13/98
Revised: 2/2/98
Dwg. No. N9105S-S38
Sheet 1 of 1
Job No. K81-96A
K8196A1138.dgn

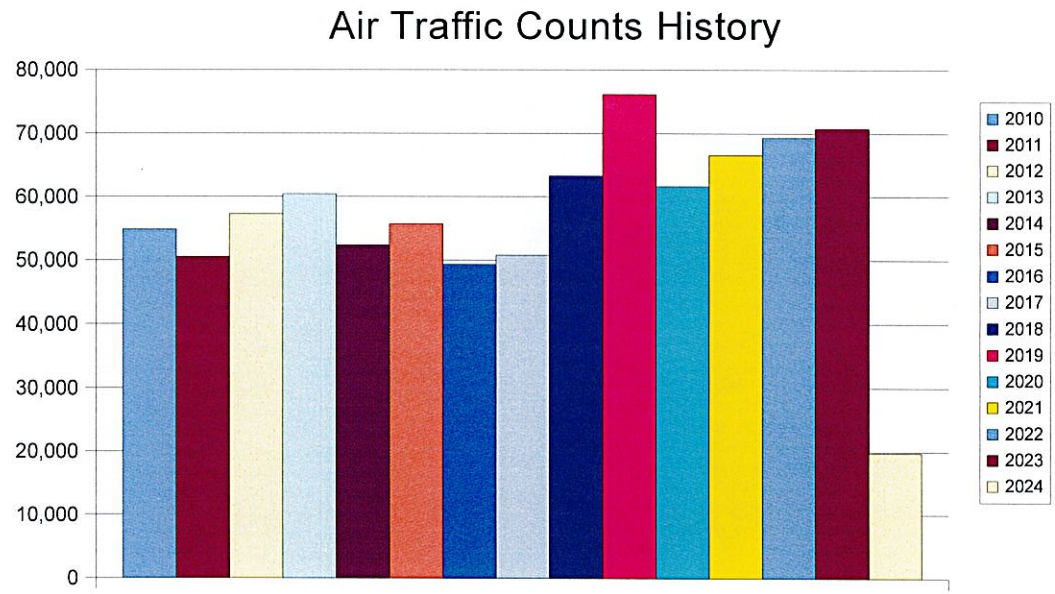
Kenosha Regional Airport **DETAILED** Fuel Flowage History

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	20,623	49,078	49,972	77,385	30,520	39,062	46,638	53,945	54,624	93,055	84,015	62,253	138,117	91,731	99,328
Feb	51,159	70,206	54,984	38,910	53,379	78,511	62,856	62,041	77,213	68,773	68,853	93,458	137,944	114,172	84,855
Mar	77,305	39,611	54,686	62,084	62,607	70,077	70,291	91,444	100,238	78,854	53,902	100,500	113,550	132,289	100,526
Apr	91,821	58,900	71,616	61,882	62,563	92,983	69,346	76,740	85,823	116,135	15,205	124,511	146,826	116,471	114,990
May	52,946	62,774	69,388	46,811	70,227	78,410	77,853	99,407	86,596	85,214	54,698	122,627	160,479	138,526	123,430
Jun	60,872	34,850	77,944	70,017	77,350	93,021	85,115	129,221	106,862	89,784	61,530	176,511	151,317	131,834	
Jul	99,281	75,258	77,040	76,728	85,381	99,594	107,141	119,162	99,256	97,965	23,227	178,238	188,153	130,749	
Aug	67,418	89,639	101,081	77,279	89,768	85,377	123,024	137,821	136,509	114,416	30,971	144,305	195,552	138,944	
Sept	61,678	67,693	45,881	70,378	62,086	85,408	91,796	83,774	76,200	84,002	46,722	152,474	213,139	143,451	
Oct	50,294	65,644	62,706	70,202	78,300	70,005	92,678	83,877	107,953	92,959	53,910	121,451	144,596	145,457	
Nov	93,496	70,831	76,281	61,424	70,790	84,855	84,107	107,676	100,168	100,183	46,590	137,250	166,017	122,137	
Dec	50,337	77,544	77,296	99,935	66,363	77,853	69,440	86,091	92,653	84,601	109,619	145,812	130,391	100,395	

2010	777,230
2011	762,028
2012	818,875
2013	813,035
2014	809,334
2015	955,156
2016	980,285
2017	1,131,199
2018	1,124,095
2019	1,105,941
2020	649,242
2021	1,559,390
2022	1,886,081
2023	1,506,156
2024	523,129



Kenosha Regional Airport
Air Traffic Control Counts History

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	2,816	2,445	3,469	3,500	1,873	3,266	2,603	3,220	2,474	3,639	4,167	3,303	4,261	2,827	1,485
Feb	2,894	2,101	3,907	2,495	2,632	2,024	2,715	4,343	2,283	2,803	5,000	3,044	4,519	4,067	5,243
Mar	4,815	4,366	4,290	4,365	4,364	4,319	3,509	3,435	4,151	6,560	3,894	5,258	5,647	4,438	4,118
April	4,541	3,445	5,001	5,080	4,938	5,452	4,245	4,964	4,185	5,647	2,662	5,520	4,293	5,747	4,060
May	4,648	4,139	5,797	5,928	5,220	5,847	4,612	4,480	5,046	7,265	5,403	6,911	6,370	7,857	4,888
June	4,745	4,931	6,745	6,090	4,618	6,631	4,939	4,400	5,566	7,709	6,464	6,829	6,225	6,456	
July	5,335	6,228	5,779	7,614	6,954	7,842	5,904	5,752	8,095	9,780	6,243	6,767	6,918	8,601	
Aug	6,566	6,056	5,414	6,622	5,641	5,325	5,785	5,777	7,691	8,064	5,911	6,645	7,788	7,458	
Sept	5,109	4,546	4,380	6,451	5,249	4,322	4,227	4,592	6,997	6,867	5,816	6,579	7,704	8,041	
Oct	5,612	4,642	4,094	5,645	4,317	4,857	4,202	3,662	6,509	6,942	6,328	5,456	6,989	6,153	
Nov	4,643	3,989	4,876	3,997	2,899	3,435	3,955	3,265	5,258	5,398	4,644	5,632	5,437	5,927	
Dec	3,115	3,591	3,501	2,650	3,670	2,402	2,643	2,928	5,004	5,494	5,109	4,627	3,161	3,189	

2010	54,839
2011	50,479
2012	57,253
2013	60,437
2014	52,375
2015	55,722
2016	49,339
2017	50,818
2018	63,259
2019	76,168
2020	61,641
2021	66,571
2022	69,312
2023	70,761
2024	19,794