

Platteville Airport Commission Meeting Monday, April 8, 2024, 6:00 PM

Meeting will be held in person at Platteville Municipal Airport 5157 HWY 80, Platteville, WI

I.	Commission Meeting Call to Order						
II.	Approval of Minutes March 18, 2024 Se						
III.	Citizens Comments, Observations and Petitions						
IV.	Cropland Reduction for Compliance with BOA	Chair					
V.	Wings and Wheels Event Ch						
VI.	Draft Hangar Lease Approval	Chair					
VII.	Updates						
	Pastureland Lease	Chair					
	City Matters	City Liaison					
VIII.	Treasurer's Report, March, 2024 a. Monthly Income Review b. Monthly Expenses Review c. Monthly Invoice Payments d. Status of Project Payments	Treasurer					
IX.	Manager's Report a. General Airfield Operations i. 2024 Hangar Leases ii. Hangar Inspections b. Flight Operations i. Response to Aircraft Emergency c. Fuel Sales d. Fuel Prices	APEXEJC					
х.	CLOSED SESSION per Wisconsin Statute 19.85(1)(c) - Considering employment, promotion, compensation, or performance evaluation of any public employee over which the governmental body has jurisdiction or exercises responsibility – Performance Evaluation of Airport Management	Chair on data					
XI.	Motion to return to Open Session	Chair					
XII.	Action from CLOSED SESSION, if Necessary	Chair					
XIII.	Adjournment	Chair					

Airport Commission Meeting March 18, 2024 – 6:00 p.m.

Meeting held in-person at the Platteville Airport, 5157 HWY 80, Platteville, WI

- I. Commission Meeting Call to Order: by Kloster, Chair @ 6:00 p.m.
 - a. Quorum achieved.
 - b. Attendance Commission Members: Jim Berglund (P), Dennis Cooley (A), Mike Dalecki (P), Bill Kloster (P), Brian Whisenant (P). Others: Kyle Eiserer (Airside FBO), Bob Gates (City Council Representative), Nicola Maurer (Staff Liaison to the Airport Commission), Rison Pereira (Airport Manager). Guests: Ariel Yu, Ryan Knudsen, Kolton Rudy, Landon Kooiker, Corey Crispin, Corian Duplessis, Steve Duplessis, Jacob Sparber, Hayden Polakowski

II. Approval of Minutes from February 12, 2024

a. Motion by Dalecki, 2nd by Berglund to approve the minutes of February 12, 2024 with the addition of "environmental" in item 10.7. Motion passed unanimously.

III. Citizens Comments, Observations and Petitions

- a. Corian Duplessis of Low Standards LLC is hoping to schedule Wings and Wheels on a Saturday in September. Any Saturday would work except Sept. 7.
- b. The previous airport manager provided a lot of assistance for the event, so Corian is going to contact Rison to work out details.
- c. The past two years, there has been a car show during Wings and Wheels with vendors in one of the hangars. Cars were also timed for a ¼ mile run down part of the runway. There were close to 800 attendees last year with approximately 200 cars. There were also three food trucks and five merchandise/business vendors.
- d. The airport will have to be closed the day of Wings and Wheels. A notice will need to be sent out for pilots to know not to land here if you don't have to.
- e. This is only a one-day event, but it does take the entire day.
- f. Brittany took care of the insurance last year and Low Standards reimbursed the City.
- g. Rison and Kyle are going to discuss this to see if it is doable and we will make a decision at the next Commission meeting.

IV. Opening of Pastureland Bids, selection of Bid(s) to Accept

- a. We only received one bid for the pastureland. We can accept the bid or go out to see if we get any other bids.
- b. The bid is to use the pastureland for grazing.

- c. The bid was for a three-year term for both parcels (A and B) for \$11,712 annually to be paid in two installments each year. There was no CPI increase included in the amount, but our past lease was for \$8,784, so we are willing to overlook that oversight.
- d. The offer contained a clause that the lessee would be able to continue the lease for three years past termination.
- e. Motion by Dalecki to accept the offer, provided that it is in line with our standard terms and conditions; 2nd by Whisenant. Motion passed unanimously.
- f. We need to discuss negotiating to extend the lease out additional years with the lessee. Once we get to a verbal agreement, the City's attorney can draft a contract.

V. Commission Mission and Values Statement

- a. Nobody replied to Bill with any changes.
- b. For the Vision, we will put "business" before "recreation."
- c. Values: Change "Value" to "Economic Value"
- d. Motion by Gates to approve our Mission, Vision and Values; 2nd by Dalecki. Motion passed unanimously.

VI. Committees and Pilots Council

- a. Facility Maintenance: Whisenant, Pereira, Kloster
- b. Public Relation: Dalecky, Berglund, Gates
- c. Safety: Whisenant, Pereira, Berglund
- d. Pilots Council: Wait on this until it is necessary.

VII. Cropland Reduction for Compliance with BOA

- a. Bill spoke with the current lessees of the cropland. The BOA says that we are planting crops too close to the runway. Bill is going to contact the BOA to see if we can only plant grass or if there is a height limit.
- b. The lessees are going to make their payments based on a reduction due to the crop restrictions. We also discussed the possibility that they may need to plant grass to avoid erosion if they can't plant crops.

VIII. Information on Driftless Aviation Letter

- a. Driftless Aviation (Dakota and Brittany) sent a letter to Kyle to see if they could set up a flight school here.
- b. Before we replied, they had already arranged an agreement elsewhere.

IX. Updates

- a. Security System, Cameras
 - Cameras are up and running. For some reason, at night we still can't see the driveway from 80/81. We need to see if this is a camera or lighting issue.

- ii. We need to set up a camera from the main building to the fuel farm and another one aiming at the parking lot. We may be able to use the old cameras for this, but it will be on a separate system so we will need a different monitor.
- iii. We have to keep the images 180 days to stay in accordance with the state requirements.

b. Fuel Loss Investigation

- i. Nothing new to report.
- c. Meeting with BOA CIP
 - We have a draft that we can use as a starting point.
 - ii. At the next meeting we need some recommendations to go back to the BOA.
 - iii. The crack sealing is the first item that needs to be addressed.
- d. Courtesy Car / Insurance
 - i. We have the van and it is being used. Insurance is through the City.
 - ii. We had the van inspected by two garages and nothing needs to be done other than routine maintenance.
 - iii. Our insurance is based on the assumption the driver has insurance and a valid driver's license. We will look at how to monitor this further

e. City Matters

i. Personal property tax – we will need to send a letter to the private hangar owners because the terms of the land lease will require that they are responsible for property taxes. The City will write the letter and we will provide the names and addresses of the owners.

X. Treasurer's Report – February 29, 2024

- a. Monthly Income Review
- b. Monthly Expenses Review
- c. Monthly Invoice Payments
- d. Status of Project Payments
- e. We have about \$300K in real assets.
- f. Motion by Dalecki to pay the bills in the amount of \$30,667.67; 2nd by Whisenant. Motion passed unanimously

XI. Manager's Report

- a. General Airfield Operations
 - i. 2024 Hangar Leases
 - Kyle and Rison need access to bank statements to see who has already paid.
 - ii. Tenant Newsletter
 - 1. Kyle sent a welcome letter in February and Bill also sent a letter.
 - 2. There have been no replies from tenants, so we will assume that everything is good.

iii. Other Accomplishments

- 1. Rison received the 5010 reports.
- 2. Kyle and Rison found that approximately 5 aircraft are not currently airworthy.
- b. Flight Operations
- c. Fuel Sales
 - i. So far, 2024 sales of avgas are within 3 gallons of the 2023 figure for the same period. However, sales of jet fuel are down in comparison with sales during the same period in 2023.
- d. Fuel Prices
 - i. Kyle and Rison are monitoring on a weekly basis what other similar airports are doing. The range is \$4.77 to \$5.90 and we are at \$4.99.

XII. **CLOSED SESSION** per Wisconsin Statute 19.85(1)(c) –

Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Performance Evaluation of Airport Management

a. Motion by Gates to go to Closed Session; 2nd by Dalecki. Motion passed 4-1 with Kloster voting to not go to Closed Session.

XIII. Motion to return to Open Session

a. Motion by Whisenant to return to Open Session; 2nd by Gates. Motion passed unanimously

XIV. Action from Closed Session.

- a. Motion by Dalecki to terminate the contract with Apex. Motion failed for lack of a 2nd.
- Motion by Whisenant that he and Dalecky meet to develop a list of concerns to be communicated with Apex regarding the contract and forward it to the chair; 2nd by Berglund. Motion passed unanimously

XV. Adjournment at 8:30.

End of this meeting's minutes.

CITY OF PLATTEVILLE AIRPORT COMMISSION FINANCIAL REPORT MARCH 31, 2024

CITY OF PLATTEVILLE

BALANCE SHEET MARCH 31, 2024

FUND 200 - AIRPORT FUND

			EGINNING BALANCE		CURRENT		YTD ACTIVITY		ENDING BALANCE
	ASSETS								
200-10001-000-000	ALLOCATED CASH		.00		.00		.00		.00
200-10002-000-000	TREASURER'S CASH		140,645.32		1,223.16		39,535.84		180,181.16
200-10003-000-000	AIRPORT CASH - RESTRICTED BAL		38,234.85		.00		.00		38,234.85
200-11110-000-000	AIRPORT INVESTMENTS		315,419.60		605.51		1,774.16		317,193.76
200-13911-000-000	ACCOUNTS RECEIVABLE MISC.		35,782.15	(3,300.00)	(33,727.29)		2,054.86
200-16120-000-000	AIRPORT FUEL INVENTORY		.00		.00		.00		.00
200-17238-000-000	AIRPORT LOAN RECEIVABLE		.00		.00		.00		.00
	TOTAL ASSETS		530,081.92		1,471.33)		7,582.71	_	537,664.63
	LIABILITIES AND EQUITY								
	LIABILITIES								
200-21211-000-000	VOUCHERS PAYABLE	(318,769.02)		13,483.72		7,031.89	(311,737.13)
200-21220-000-000	WAGES PAYABLE CLEARING	,	.00		.00		.00	•	.00
200-21313-000-000	6.20% SOC. SEC. EES		.00		.00		.00		.00
200-21314-000-000	1.45% SOC. SEC. EES		.00		.00		.00		.00
200-21315-000-000	6.20% SOC. SEC. ERS		.00		.00		.00		.00
200-21316-000-000	1.45% SOC. SEC. ERS		.00		.00		.00		.00
200-21700-000-000	1.45% SOC. SEC. ERS		.00		.00		.00		.00
200-23160-000-000	PREPAYMENTS		.00		.00		.00		.00
200-26000-000-000	DEFERRED (PREPAID) REVENU	(2,043.80)		.00		2,043.80		.00
200-27015-000-000	ADVANCE FROM GENERAL FUND		.00		.00		.00		.00
200-27238-000-000	AIRPORT SHORT-TERM LOAN		.00		.00		.00		.00
	TOTAL LIABILITIES	(320,812.82)		13,483.72		9,075.69	(311,737.13)
	FUND EQUITY								
200-30000-000-000	BUDGET VARIANCE		.00		.00		.00		.00
200-31110-000-000	AIRPORT FUND BALANCE	(209,269.10)		.00		.00	(209,269.10)
200-34000-000-000	RESERVE FOR ADV. FROM GEN	•	.00		.00		.00		.00
200-34110-000-000	P.O. ENCUMBRANCE		.00		.00		.00		.00
	NET INCOME/LOSS		.00		12,012.39)	(16,658.40)	(16,658.40)
	TOTAL FUND EQUITY	(209,269.10)	(12,012.39)	(16,658.40)	(225,927.50)
	TOTAL LIABILITIES AND EQUITY		530,081.92)		1,471.33	(7,582.71)	(537,664.63)

CITY OF PLATTEVILLE
DETAIL REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

FUND 200 - AIRPORT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET	ENC BALANCE	UNENC BALANCE
	PUBLIC CHARGES FOR SERVICE							
200-46340-460-000	AVIATION FUEL CASH SALES	14,295.92	14,374.38	89,740.00	(75,365.62)	16.02	.00	(75,365.62)
200-46340-461-000	AVIATION FUEL CREDIT CARD	6,266.15	11,087.25	148,273.00	(137,185.75)	7.48	.00	(137,185.75)
200-46340-462-000	CORPORATE HANGAR	.00	.00	4,200.00	(4,200.00)	.00	.00	(4,200.00)
200-46340-463-000	LAND RENT FOR PRIVATE HANGA	.00	.00	6,177.00	(6,177.00)	.00	.00	(6,177.00)
200-46340-464-000	HANGAR RENT	2,243.83	9,826.31	36,000.00	(26,173.69)	27.30	.00	(26,173.69)
200-46340-466-000	INTEREST AIRPORT INVESTMENT	605.51	1,774.16	8,290.00	(6,515.84)	21.40	.00	(6,515.84)
200-46340-467-000	INTEREST - NOW ACCOUNT	548.14	1,451.79	5,592.00	(4,140.21)	25.96	.00	(4,140.21)
200-46340-468-000	LAND RENTAL PARCEL A	.00	30,302.10	133,554.00	(103,251.90)	22.69	.00	(103,251.90)
200-46340-470-000	LAND RENTAL PARCEL B	.00	.00	7,616.00	(7,616.00)	.00	.00	(7,616.00)
200-46340-471-000	LAND RENTAL PARCEL C	.00	.00	848.00	(848.00)	.00	.00	(848.00)
200-46340-473-000	MISCELLANEOUS	.00	.00	120.00	(120.00)	.00	.00	(120.00)
200-46340-479-000	SALE OF AIRPORT ITEMS	4,380.00	4,380.00	.00	4,380.00	.00	.00	4,380.00
200-46340-480-000	MAIN HANGAR RENT	.00	.00	3,485.00	(3,485.00)	.00	.00	(3,485.00)
200-46340-485-000	CIP PAYMENT FROM CITY	.00	15,000.00	15,000.00	.00	100.00	.00	.00
200-46750-675-000	AIRPORT VENDING SALES	55.00	55.00	500.00	(445.00)	11.00	.00	(445.00)
	TOTAL PUBLIC CHARGES FOR SE	28,394.55	88,250.99	459,395.00	(371,144.01)	19.21	.00	(371,144.01)
	TOTAL FUND REVENUE	28,394.55	88,250.99	459,395.00	(371,144.01)	19.21	.00	(371,144.01)

CITY OF PLATTEVILLE DETAIL EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING MARCH 31, 2024

FUND 200 - AIRPORT FUND

		PERIOD				% OF	ENC	UNENC	
	_	ACTUAL	YTD ACTUAL	AMOUNT	VARIANCE	BUDGET	BALANCE	BALANCE	
	AIRPORT								
200-53510-120-000	AIRPORT: OTHER WAGES	.00	165.00	.00	(165.00)	.00	.00	(165.00)	
200-53510-132-000	AIRPORT: SOC SEC	.00	10.23	.00	(10.23)	.00	.00	(10.23)	
200-53510-133-000	AIRPORT: MEDICARE	.00	2.39	.00	(2.39)	.00	.00	(2.39)	
200-53510-804-000	AIRPORT: ATTORNEY FEES	.00	.00	7,160.00	7,160.00	.00	.00	7,160.00	
200-53510-805-000	AIRPORT: FUEL 100LL	.00	.00	84,712.00	84,712.00	.00	.00	84,712.00	
200-53510-806-000	AIRPORT: FUEL JET-A PURCHASE	.00	.00	137,017.00	137,017.00	.00	.00	137,017.00	
200-53510-807-000	AIRPORT: FUEL MAINTENANCE	.00	.00	15,000.00	15,000.00	.00	.00	15,000.00	
200-53510-809-000	AIRPORT: FAHERTY RECYCLING	71.00	142.00	770.00	628.00	18.44	.00	628.00	
200-53510-810-000	AIRPORT: BUILDINGS & GROUND	1,626.59	27,314.83	35,000.00	7,685.17	78.04	.00	7,685.17	
200-53510-814-000	AIRPORT: FUEL PURCHASES	.00	202.77	2,434.00	2,231.23	8.33	.00	2,231.23	
200-53510-816-000	AIRPORT: FED/WI GRANT PROJEC	.00	.00	30,000.00	30,000.00	.00	.00	30,000.00	
200-53510-817-000	AIRPORT: CREDIT CARD FEES	150.21	266.27	4,101.00	3,834.73	6.49	.00	3,834.73	
200-53510-820-000	AIRPORT: GENERAL SUPPLIES	72.96	209.36	6,838.00	6,628.64	3.06	.00	6,628.64	
200-53510-821-000	AIRPORT: PROPANE	.00	1,034.36	2,886.00	1,851.64	35.84	.00	1,851.64	
200-53510-823-000	AIRPORT: LIABILITY INS	2,737.00	6,467.00	9,513.00	3,046.00	67.98	.00	3,046.00	
200-53510-824-000	AIRPORT: AIRPORT MGR'S CONT	10,400.00	31,200.00	96,000.00	64,800.00	32.50	.00	64,800.00	
200-53510-827-000	AIRPORT: POSTAGE	5.12	8.27	75.00	66.73	11.03	.00	66.73	
200-53510-828-000	AIRPORT: PR & ADVERTISING	.00	.00	75.00	75.00	.00	.00	75.00	
200-53510-830-000	AIRPORT: SALES TAX	85.03	385.58	2,229.00	1,843.42	17.30	.00	1,843.42	
200-53510-833-000	AIRPORT: TELEPHONE	365.70	811.40	3,856.00	3,044.60	21.04	.00	3,044.60	
200-53510-836-000	AIRPORT: ALLIANT	868.55	1,843.09	8,153.00	6,309.91	22.61	.00	6,309.91	
200-53510-841-000	AIRPORT: TRAVEL & CONFERENC	.00	.00	1,000.00	1,000.00	.00	.00	1,000.00	
200-53510-848-000	AIRPORT: EQUIPMENT EXPENSES	.00	1,530.04	15,000.00	13,469.96	10.20	.00	13,469.96	
	TOTAL AIRPORT	16,382.16	71,592.59	461,819.00	390,226.41	15.50	.00	390,226.41	
	TOTAL FUND EXPENDITURES	16,382.16	71,592.59	461,819.00	390,226.41	15.50	.00	390,226.41	
	NET REV OVER EXP	12,012.39	16,658.40	(2,424.00)	19,082.40	687.23	.00	16,658.40	

T-HANGAR USE AGREEMENT SUMMARY OF TERMS

Airport	PVB – Platteville Municipal Airport				
Operator	City of Platteville, 75 N. Bronson Street, Platteville, WI 53818 (Hangar Owner) Apex Executive Jet Center PVB, LLC (Airport Manager) Platteville Airport Commission (Airport Commission)				
Facility	Platteville Municipal Airport 5157 State Rd 80, Platteville, WI 53818				
User	Company Name Address:				
Aircraft	Registration, Type				
Registered Owner of Aircraft	Name, Address				
Assigned T-Hangar	Hangar Number				
Commencement Date	April 1, 2024				
Expiration Date	December 31, 2024				
Monthly Use Fees	T-Hangar Fees: \$142.50 Other Charges: [N/A for most users]				
Security Deposit	\$142.50				
Notice	Notice under this agreement streeeipt.	hall be sent as follows and effective upon			
	If to Operator: Airport Manager Apex Executive Jet Center PVB, LLC 5157 State Rd Platteville, WI 53818 rpereira@apexejc.com	If to User: Name Company Address City, ST Zip email			

IN WITNESS WHEREOF, the parties hereto have executed this T-Hangar Agreement with effect, as of the Commencement Date first above written.

OPERATOR Apex Executive Jet Center PVB, LLC	USER
By:	By:
Title:	Title:
Date:	Date:

T-HANGAR USE AGREEMENT

1. <u>T-Hangar Use.</u> Operator hereby grants User and User hereby accepts, a license to use and occupy the above assigned T-Hangar (the "T-Hangar") for the sole purpose of storing and parking the above listed Aircraft in accordance with the terms and conditions of this Agreement. This Agreement shall not be construed or deemed to create or grant an interest in real property or to convey an estate or to vest property rights in User, nor shall this Agreement or its performance be interpreted to create a landlord/tenant, partnership, agency, joint venture, bailment, trust or fiduciary relationship between Operator and User.

Use of the T-Hangar for any other non-aviation purpose without the consent of the Operator is strictly prohibited except for incidental non-aviation items that do not interfere with the aeronautical use of the space. Violation of this provision may result in the termination of this Agreement by the Operator and/or may require removal of non-aviation personal property.

User may perform preventive maintenance in the T-Hangar on its own aircraft in accordance with Federal Aviation Regulations. No explosives or combustible materials are permitted within the T-Hangar except for the fuel in aircraft tanks or small containers of lubricants, cleaning material, and other aviation-related material stored in approved containers. Waste oil of any type or quantity is prohibited. User shall abide by all State, Federal and local laws regulating the transportation of flammable liquids and protecting the environment.

Aircraft in the T-Hangar shall meet FAA standards of airworthiness. User shall provide a copy of its current annual inspection, conditional inspection, experimental, or other airworthiness documentation upon request. A temporary exemption to the airworthiness requirement may be requested in writing by the User, subject to approval by the Airport Manager, for aircraft that do not currently meet FAA standards of airworthiness. In no case shall the exception exceed the certification expiration date of the aircraft or 180 days. Storage of unairworthy aircraft is considered a violation and shall constitute grounds for termination of this Agreement. User shall bear all costs of removing the aircraft and/or unauthorized contents.

User shall maintain sufficient space in the hangar at all times to store the aircraft.

User shall notify the Airport Manager in writing within ten (10) days of the occurrence of any change in the aircraft make and model, airworthiness status, registration number, or registered aircraft owner.

Any unauthorized use of the T-Hangar shall constitute grounds for immediate termination of the Agreement.

2. <u>Term and Termination</u>. This Agreement shall become effective and expire on the respective dates indicated above, provided, however, Operator may terminate this Agreement for any reason with Sixty (60) days prior written notice to User.

THIS IS OPTIONAL TERM LANGUAGE – MUST DELETE IF YOU DO NOT WANT AUTORENEW: Provided User has furnished Operator with complete billing and credit information, including any requested credit application information and has placed its credit card information on file with Operator, this Agreement shall commence on the Effective Date and continue for the period of time set forth in the Summary of Terms (the "Initial Term"). After the Initial Term, this Agreement shall continue in effect from year to year, being automatically renewed after each year (each a "Renewal Term"), unless either party gives written notice of termination, with or without cause, to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Term thereafter. The Initial Term together with each Renewal Term is referred to as the "Term."

3. <u>Fees</u>. User agrees to pay Operator the Monthly User Fees indicated above. All such fees shall be due and payable monthly on or before the first business day of each calendar month during the term of this Agreement.

[THIS PARAGRAPH WILL BE REMOVED DURING THE INITIAL AGREEMENT AND ADDED IN 2025] Effective January 1, 2025, Space Use Fees shall be adjusted annually, typically January 1st of each year, to reflect changes in the Consumer Price Index ("CPI"), All Urban Consumers, United States City Average based on the change in index for All Items during the 12-month period ending one month prior to January 1st of each year. The Space Use Fees outlined on the Summary of Terms are based on 2024 rates and are subject to increase.

	2	
Operator Initials		User Initial

T-HANGAR USE AGREEMENT

- 4. <u>Right of Ingress and Egress</u>. User shall have at all times the right of ingress to and egress from the T-Hangar, in common with other aircraft owners and operators at the Airport.
- 5. <u>Repairs to T-Hangar</u>. User accepts the T-Hangar "As-Is." Operator shall be responsible for all maintenance and repairs to the T-Hangar except to the extent necessitated by the negligence or willful misconduct of the User, its agents, employees, or guests. User shall not make any alterations to the T-Hangar without Operator's written consent.
- 6. <u>Default</u>. If User defaults in the performance of its duties or obligations as required under the terms of this Agreement, and if User fails to remedy any such default in a manner reasonably satisfactory to Operator within Five (5) days following receipt of Operator's written notice to remedy said default, Operator may immediately terminate this Agreement with written notice to User, and take any and all steps to take back possession of the T-Hangar, including but not limited to the removal of property in the T-Hangar, including the Aircraft.
- 7. <u>Operation of Aircraft</u>. The User is responsible for operating the Aircraft in accordance with applicable Federal and State statutes and regulations, as well as any rules or regulations of the Airport Authority.
- 8. <u>Surrender of Possession</u>. On the expiration or earlier termination of this Agreement, User's rights to use and occupy the T-Hangar shall cease and User shall vacate the T-Hangar and remove all its property, without unreasonable delay.
- 9. <u>Indemnification</u>. User agrees to indemnify, defend and hold harmless Operator, Platteville Airport Commission, Apex Executive Jet Center PVB, LLC, their subsidiaries and affiliated companies ("Operator"), the Airport and each of their respective officers, directors, agents, servants, contractors, invitees and employees of and from any and all liabilities, causes of action, claims, damages, judgments and losses (including all reasonable attorney's fees, court costs and expenses incurred in connection therewith) resulting from, arising out of or in connection with any of User's businesses, operations, occupancy, or use of the T-Hangar or Aircraft, or from any act or omission of User's agents, servants, invitees or employees, except to the extent any such liability, cause of action, claim, damage, judgment or loss is finally determined to have been caused solely by Operator's gross negligence or willful misconduct.

IN NO EVENT SHALL OPERATOR, PLATTEVILLE AIRPORT COMMISSION, OR APEX EXECUTIVE JET CETNER PVB, LLC, BE LIABLE TO USER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOST PROFITS OR DIMINUTION IN VALUE) WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), HOWSOEVER CAUSED.

Operator's liability, if any, to User for damage to the Aircraft shall be limited to the repair of the Aircraft in accordance with applicable manufacturers' specifications by a duly qualified repair station and the return of the Aircraft to the same condition as existed immediately prior to the loss, with any parts used for such repairs to be of the same or similar kind and quality as those damaged. The limitations and liabilities set forth in this paragraph shall apply to User and the Aircraft at any location that is operated or managed by Operator.

10. Insurance. At all times during the term of this Agreement, User agrees to maintain at its expense, with insurers of recognized responsibility, aircraft and comprehensive general liability insurance including, but not limited to contractual liability against financial loss resulting from bodily injury, death or personal injury, and insurance against damage to property caused by the User's operation, management, storage and use of the Aircraft or the T-Hangar in an amount of no less than One Million Dollars (\$1,000,000). Additionally, User shall maintain aircraft hull insurance, insuring the replacement value of said Aircraft. If User's activities require vehicle access and/or support equipment access to any areas of the Airport where aircraft are stored, serviced, or operated, User shall further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000). All such required insurance shall name Operator, Platteville Airport Commission, Apex Executive Jet Center PVB, LLC, their subsidiaries and affiliated companies, the Airport, and each of their respective officers, directors, agents, servants, contractors and employees as additional insured/s (the "Additional Insured/s") and respond on a primary basis. User and its insurance carrier(s) agree to waive any and all rights of subrogation in favor of the Additional Insured/s, except where damage results solely from the gross negligence or willful misconduct of the Additional Insured/s. Prior to commencing the use or occupancy of the Space, User shall deliver to Operator a certificate evidencing the minimum insurance coverage required hereunder (the "Certificate").

	3	
Operator Initials		User Initial

T-HANGAR USE AGREEMENT

- 11. <u>Maintenance on Aircraft</u>. User may, with its own equipment and employees or agents, perform maintenance on the Aircraft in the T-Hangar, provided that any such maintenance is done in accordance with all applicable laws and regulations, including the Airport's rules, and in a manner that is not unsafe, unsightly, or detrimental to the efficient and safe use of the Airport facilities by others.
- 12. Assignment and Subletting. This Agreement may not be transferred, assigned, or sublicensed.
- 14. <u>General</u>. (a) This Agreement is a contract executed under and to be construed under the laws of the State where the Airport is located. (b) Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision. (c) This Agreement shall be subject and subordinate to the provisions of any existing or future agreement between the Operator and the Platteville Airport Commission.
- 15. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

CITY OF PLATTEVILLE

Check Register - Check Summary with Description Airport Check Issue Dates: 4/1/2024 - 4/8/2024

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Report Criteria:

Report type: GL detail Bank.Bank Number = 2

Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Inv Seq	Invoice Amount	Check Amount	
1048 04/24 04/24	04/02/2024 04/02/2024		AVFUEL CORPORATION AVFUEL CORPORATION	100LL AVIATION FUEL AIRPORT FUEL	20010347 20010757	1 1	37,091.42 168.75	37,091.42 168.75	
To	otal 1048:						_	37,260.17	_
1049									
04/24	04/08/2024	1049	CITY OF PLATTEVILLE	2017 DODGE CARAVAN VIN#646012	27333	1	5,000.00	5,000.00	М
04/24	04/08/2024	1049	CITY OF PLATTEVILLE	US CELLULAR PHONE BILL 4/4/24	27419	1	35.10	35.10	М
04/24	04/08/2024	1049	CITY OF PLATTEVILLE	SALES TAX-AIRPORT 03/2024	27419	2	112.38	112.38	М
04/24	04/08/2024	1049	CITY OF PLATTEVILLE	BRIGHTSPEED 3/3/24	27419	3	250.44	250.44	М
04/24	04/08/2024	1049	CITY OF PLATTEVILLE	POSTAGE-AIRPORT 02=3/24	27419	4	5.12	5.12	М
04/24	04/08/2024	1049	CITY OF PLATTEVILLE	LUMEN LONG DISTANCE 03.01.24	27419	5	.16	.16	М
04/24	04/08/2024	1049	CITY OF PLATTEVILLE	PLATTEVILLE JOURNAL AIRPORT 02/24	27419	6	77.50	77.50	М
To	otal 1049:						_	5,480.70	_
1050									
04/24	04/08/2024	1050	ALLEGIANT OIL LLC	PROPANE-AIRPORT	0108282	1	489.68	489.68	_
To	otal 1050:						_	489.68	_
1051 04/24	04/08/2024	1051	APEX EXECUTIVE JET C	AIRPORT MANAGEMENT APR 2024	004	1	10,400.00	10,400.00	
To	otal 1051:						_	10,400.00	-
4050							_		-
1052 04/24	04/08/2024	1052	FAHERTY INC	AIRPORT GARBAGE 03/24	383760	1	71.00	71.00	_
To	otal 1052:						_	71.00	_
1053 04/24	04/08/2024	1053	FIRE & SAFETY EQUIP III	FIRE EXTINGUISHER SVCG & RECHARGE	77843	1	176.00	176.00	
To	otal 1053:							176.00	-
1054							_		
1054 04/24 04/24	04/08/2024 04/08/2024		NAPA AUTO PARTS-PLAT NAPA AUTO PARTS-PLAT	FUEL SUPPLIES FUEL SUPPLIES	913346 913360	1 1	52.75 23.99	52.75 23.99	
To	otal 1054:						_	76.74	-
000-0							_		-
92959 04/24	04/08/2024	92959	ALLIANT ENERGY/WP&L	AIRPORT ELECTRIC					

CITY OF PLATTEVILLE

Check Register - Check Summary with Description Airport Check Issue Dates: 4/1/2024 - 4/8/2024

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								,
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Inv Seq	Invoice Amount	Check Amount
				SERVICES 04.08.24	04.08.2024	1	68.82	68.82
04/24	04/08/2024	92959	ALLIANT ENERGY/WP&L	AIR SIGN-AIRPORT 04.08.24	04.08.2024	2	20.27	20.27
04/24	04/08/2024	92959	ALLIANT ENERGY/WP&L	OFFICE-AIRPORT 04.08.24	04.08.2024	3	72.59	72.59
04/24	04/08/2024	92959	ALLIANT ENERGY/WP&L	WELL-AIRPORT 04.08.24	04.08.2024	4	21.14	21.14
04/24	04/08/2024	92959	ALLIANT ENERGY/WP&L	FUEL PUMP-AIRPORT 04.08.24	04.08.2024	5	117.03	117.03
04/24	04/08/2024	92959	ALLIANT ENERGY/WP&L	BEACON-AIRPORT 04.08.24	04.08.2024	6	295.99	295.99
04/24	04/08/2024	92959	ALLIANT ENERGY/WP&L	WEATHER-AIRPORT 04.08.24	04.08.2024	7	33.62	33.62
04/24	04/08/2024	92959	ALLIANT ENERGY/WP&L	FUEL ISLAND-AIRPORT 04.08.24	04.08.2024	8	74.68	74.68
04/24	04/08/2024	92959	ALLIANT ENERGY/WP&L	BOX HANGAR - AIRPORT 04.08.24	04.08.2024	9	29.37	29.37
To	otal 92959:						_	733.51
92960								
04/24	04/08/2024	92960	COMELEC INTERNET SE	WIRELESS INTERNET- 04/24	180688	1	80.00	80.00
To	otal 92960:						_	80.00
92961								
04/24	04/08/2024	92961	WALMART COMMUNITY/	SHOVEL AND HANGER	03/29/2024	1	20.95	20.95
04/24	04/08/2024	92961	WALMART COMMUNITY/	AIRPORT CONCESSION SUPPLIES	03/29/2024	2	39.86	39.86
To	otal 92961:							60.81
G	rand Totals:						_	54,828.61
							=	

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Report Criteria:

Report type: Summary Bank.Bank Number = 2

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount	
04/24	04/02/2024	1048	32169	AVFUEL CORPORATION	37,260.17	
04/24	04/08/2024	1049	3415	CITY OF PLATTEVILLE	5,480.70	M
04/24	04/08/2024	1050	26366	ALLEGIANT OIL LLC	489.68	
04/24	04/08/2024	1051	33034	APEX EXECUTIVE JET CENTER GPH L	10,400.00	
04/24	04/08/2024	1052	6395	FAHERTY INC	71.00	
04/24	04/08/2024	1053	6745	FIRE & SAFETY EQUIP III LLC	176.00	
04/24	04/08/2024	1054	15860	NAPA AUTO PARTS-PLATTEVILLE	76.74	
04/24	04/08/2024	92959	425	ALLIANT ENERGY/WP&L	733.51	
04/24	04/08/2024	92960	31193	COMELEC INTERNET SERVICES LLC	80.00	
04/24	04/08/2024	92961	21950	WALMART COMMUNITY/CAPITAL ONE	60.81	
Gran	d Totals:				54,828.61	

The above listed bills are OK for payment and are thus recommended to the Airport Commission for payment. Exceptions are noted and may be discussed at the Airport Commission meeting.

__ Date: _____ William J. Kloster, Chairman

 Date:	Mike Dalecki, Treasurer
Date:	Clinton Langreck, City Manager

2024	Name	Rate	January	February	March	April	May	June	July	August	September	October	November	December	Total
10 BAY															
13	Stader, Noah	142.43													0.00
14	Patrick Holcomb	142.43	142.43	143.42	143.42										429.27
15	Sener, Joe	142.43													0.00
16	Momchilovich	142.43	1675.00												1,675.00
17	Doug Bartlett	142.43	200	142.5											342.50
18	Burbach, Dave	142.43													0.00
19	Adams, Brian	142.43	142.43	142.43	142.43	142.43									569.72
20	Gavin Mewhirter	142.43	142.43	142.43	142.43										427.29
21	Newt, Gary	142.43													0.00
22	Nathan Knutson	142.43	142.43	142.42	142.43										427.28
10 West End	Jordon, Jim	52.75	620.34												620.34
10 East End	Olthafer, Joe	52.75													0.00
NEW 6 BAY															
4	A&A AVIATION (LANGE)	142.43													0.00
5	Olthafer, Joe	142.43													0.00
6	Olthafer, Joe	142.43													0.00
10	Miller, Jamie	142.43		284.86											284.86
11	McWethy, Erik	142.43	139.58	139.58	139.58	139.58	139.58	139.58	139.58	139.58	139.58	139.58	139.58	139.58	1,674.96
12	Utley, John	142.43	142.43	142.43	142.43	142.43									569.72
6 West End	Barnet, Greg	84.40	84.40	84.40	84.40	84.40	84.40	84.40							506.40
6 East End	Stephens, Doug	84.40	84.40	84.40	84.40	84.40	84.40								422.00
									•	•	•	•	•		
OLD 6 BAY															
1	FITCH & BERNING	94.61	94.61	94.61	94.61										283.83
2	Paul Lindholm	94.61													0.00
3	Tom Kleiber	94.61			1054.64										1,054.64
8	Tracy Wiegel	94.61													0.00
9	Nick Helgerson	94.61	94.61	94.61	94.61	94.61									378.44
7															0.00
End Storage	Harkness, Dana	52.75	316.50												316.50
Total	200.46340.464.000		4021.59	1638.09	2265.38	687.85	308.38	223.98	139.58	139.58	139.58	139.58	139.58	139.58	9,982.75
_															
	Newt, Gary	468.00													0.00
Private Hangar	Kaiser	3300.00													0.00
Land Lease -	Jet Services of IA	1770.00													0.00
annual pmt	Klovning, Jason	639.00												1	0.00
Total	200.46340.463.000														0.00
Main Hangar	A & A 200.46340.480.000	123.75		105	60										165.00

January July
February August
March Sept
April October
May November
June December

color corresponds to month payment was received