

1 FROM THE OFFICE OF JOSPEH J. CZARNEZKI

2  
3 MILWAUKEE COUNTY CLERK

4  
5 County Ordinance No. 10-8

6  
7 File No. 10-300

8  
9  
10 The County Board of Supervisors of the County of Milwaukee does ordain as  
11 follows:

12  
13 SECTION 1. Section 4.12 of the General Ordinances of Milwaukee County is  
14 hereby amended to read:

15  
16 4.12. Indemnification. Use of Airport for Commercial, Non-Commercial, and Air  
17 Transportation (Non-Signatory Air Carriers) Activities

18  
19 ~~As a condition to its use and occupancy of portions of General Mitchell~~  
20 ~~International Airport, an air carrier or air transportation company exercising such~~  
21 ~~privilege shall fully indemnify, save and hold harmless the county, the county board,~~  
22 ~~county executive, the transportation, public works and transit committee of the county~~  
23 ~~board or its successor committee, and the officers, agents and employes of the county~~  
24 ~~from and against all claims, liabilities, judgments, damages and costs, and all expenses~~  
25 ~~incidental to the investigation and defense thereof which may accrue against, be~~  
26 ~~charged to, or recovered from the county caused by the fault or negligence of the air~~  
27 ~~carrier or air transportation company, its agents or employes, and arising out of its use~~  
28 ~~and occupancy of and its operations at General Mitchell International Airport, including~~  
29 ~~acts of joint negligence of the air carrier or air transportation company and its agents,~~  
30 ~~but the air carrier or air transportation company shall not be liable for any injury or~~  
31 ~~damage or loss occasioned by the negligence of the county, its agents or employes.~~  
32 ~~The air carrier or air transportation company shall be given prompt and reasonable~~  
33 ~~notice of any claim made or actions instituted which in any way affect the air carrier or~~  
34 ~~air transportation company or its insured, and the air carrier or air transportation~~  
35 ~~company shall have the right to investigate, compromise and defend the same to the~~  
36 ~~extent of its own interests. Any final judgment rendered against the county for any~~  
37 ~~cause for which air carrier or air transportation company is liable hereunder shall be~~  
38 ~~conclusive against said air carrier or air transportation company as to liability and~~  
39 ~~amount.~~

40  
41 (a) The use of any portion of the airport for revenue-producing commercial activities  
42 or to solicit business or funds is prohibited unless authorized by the Airport Director by  
43 lease, permit or license agreement under such terms and conditions that may be  
44 required by the Airport Director for the safe, efficient, and orderly use of the airport.

45  
46 (b) Air carriers and air transportation companies who have not signed the Airport-  
47 Airline Use and Lease Agreement with the County and who occupy space at or use

48 General Mitchell International Airport (GMIA) shall comply with all of the requirements in  
49 Appendix F to Chapter 4 of the Milwaukee County General Ordinances, the terms of  
50 any applicable lease, permit, or license, and all airport rules and regulations, as they  
51 may be amended from time to time.

52  
53 (c) Entry onto the airport by any person whether as a representative of an airline or  
54 an organization or as an individual constitutes an agreement by the person, airline or  
55 the organization to comply with all ordinances and rules and regulations as may be  
56 promulgated or amended by the county and its Airport Director and to pay all applicable  
57 rents, rates, fees, and charges. Milwaukee County reserves the right to deny any or all  
58 use of the airport to any person or organization for any reason.

59  
60 (d) The amendments and revisions to Section 4.12 shall be effective October 1,  
61 2010.

62  
63 SECTION 2. Section 4.13 of the General Ordinances of Milwaukee County is  
64 hereby amended to read:

65  
66 **4.13. Insurance; liability; worker's compensation, unemployment compensation.**

67  
68 ~~Each air carrier and air transportation company shall, at its own expense, obtain~~  
69 ~~and cause to be kept in force a policy(ies) of comprehensive public liability and property~~  
70 ~~damage insurance in companies licensed to do business in the state for the protection~~  
71 ~~of county against all claims, losses, costs or expense arising out of injuries to persons,~~  
72 ~~whether or not employed by the air carrier or air transportation company, and damage~~  
73 ~~to property, whether resulting from acts or omissions, negligence or otherwise of air~~  
74 ~~carrier or air transportation company or any of its officers, employes, agents, patrons or~~  
75 ~~other persons and growing out of the use of said airport premises by air carrier or air~~  
76 ~~transportation company, such policy(ies) to provide for the combined single minimum of~~  
77 ~~liability, including property and vehicular damage liability, of ten million dollars~~  
78 ~~(\$10,000,000.00) resulting from any one occurrence.~~

79 ~~Each air carrier or air transportation company shall furnish evidence in the form of~~  
80 ~~insurance certificates to the county's airport director of the procurement and~~  
81 ~~continuance in force of said policy(ies), and said policy(ies) shall provide fifteen (15)~~  
82 ~~days' advance written notice of cancellation to county. Said policy(ies) of insurance shall~~  
83 ~~be subject to approval of county's corporation counsel. If there are any changes in the~~  
84 ~~terms of the insurance policy(ies), including the renewal of the policy(ies), the~~  
85 ~~certificates of insurance shall be resubmitted and reflect said changes.~~

86 ~~Each air carrier and air transportation company shall furnish county's airport director~~  
87 ~~with proper certifications that such insurance is in force and will furnish additional~~  
88 ~~certification as evidence of such changes in such insurance not less than ten (10) days~~  
89 ~~prior to any such change if the change results in a reduction in coverages, and not more~~  
90 ~~than five (5) days after such change if the change results in an increase in coverages.~~  
91 ~~Each air carrier and air transportation company shall also furnish to county's airport~~  
92 ~~director satisfactory evidence that it carries compensation insurance as required under~~

93 ~~the Worker's Compensation Act of the State (being ch. 102, Wis. Stats.) and the~~  
94 ~~provisions thereof, and all acts amendatory thereto and supplemental thereof.~~  
95 ~~Each air carrier and air transportation company shall also furnish evidence satisfactory~~  
96 ~~to said airport director that it carries unemployment insurance pursuant to the statutes of~~  
97 ~~the state.~~

98  
99 SECTION 3. Appendix F - APPENDIX F GENERAL MITCHELL INTERNATIONAL  
100 AIRPORT NON-SIGNATORY AIRLINE REGULATIONS of the General Ordinances of  
101 Milwaukee County is hereby created.

102  
103  
104 **Adopted by the Milwaukee County Board of Supervisors**

105  
106 **September 30, 2010**  
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134 APPENDIX F - GENERAL MITCHELL INTERNATIONAL AIRPORT NON-SIGNATORY  
135 AIRLINE REGULATIONS  
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**General Mitchell International Airport  
Milwaukee, Wisconsin**

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**LIST OF EXHIBITS**

Referenced

<u>Exhibit</u>	<u>in Section(s)</u>	<u>Description</u>
A		
B		
C		
D		
E		
F		
G		
H	502,509	Monthly Operator's Report
I	502,509	Monthly Report of Actual Aircraft Landings
J	138,151,702	
K		
L		
M		
N		
O		
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S	404	Passenger Loading Bridge Terms and Conditions
T	404	Holdroom Equipment Terms and Conditions

**ARTICLE I: DEFINITIONS**

The following words, terms, and phrases shall have the following meanings:

- 175 112. “**Airport**” shall mean General Mitchell International Airport, owned and  
176 operated by Milwaukee County, the boundaries of which are more particularly  
177 shown on Exhibit A attached hereto and made a part hereof, and such  
178 boundaries may be hereinafter amended from time to time.  
179
- 180 115. “**Airport System**” shall mean the Airport and the Lawrence J. Timmerman  
181 Airport.  
182
- 183 117. “**Air Transportation Business**” shall mean the carrying by aircraft of  
184 persons, property, cargo, and mail by an air carrier or air transportation  
185 company.  
186
- 187 120. “**Calendar Year**” shall mean the then-current annual accounting period of the  
188 County for its general accounting purposes, which is the period of twelve  
189 consecutive calendar months ending with the last day of December of any  
190 year.  
191
- 192 133. “**Director**” shall mean the Airport Director or Acting Airport Director as from  
193 time-to-time appointed by the County and shall include such person or  
194 persons as may from time-to-time be authorized in writing by the County  
195 Executive or by the Transportation and Public Works Director to act for him  
196 with respect to any or all relevant matters.  
197
- 198 134. “**Enplaned Passengers**” means all revenue and non-revenue originating, on-  
199 line transfer, and off-line transfer passengers boarded at the Airport.  
200
- 201 137. “**Federal Aviation Administration**”, hereinafter referred to as FAA, shall  
202 mean that agency of the United States Government created and established  
203 under the Federal Aviation Act of 1958, or its successor, which is vested with  
204 the same or similar authority.  
205

- 206 139. **“Gate Position”** shall mean Non-Signatory Airline’s preferential use  
207 passenger gate(s) including Non-Signatory Airline’s preferential Aircraft  
208 Parking Apron and the Preferential Use holdroom, passenger loading bridge,  
209 and appurtenant furnishings in and about the Airport Terminal Building that  
210 are necessary for the use thereof as shown in Exhibit E.  
211
- 212 144. **“Landing Area”** shall mean those portions of the Airport (exclusive of  
213 buildings, hangars, and aircraft storage areas) provided for landing, takeoff,  
214 and taxiing of aircraft, approach and turning zones, aviation easements,  
215 easements, runways, taxiways, runway and taxiway lights, and other  
216 appurtenances in connection therewith.  
217
- 218 149. **“Maximum Gross Certificated Landing Weight”** means the maximum  
219 weight, in one thousand (1,000) pound units, at which each aircraft operated  
220 by Non-Signatory Airline is authorized by the Federal Aviation Administration  
221 to land, as recited in Non-Signatory Airline’s flight manual governing that  
222 aircraft.  
223
- 224 152. **“Non-Signatory Airline”** shall mean an airline which is not a party to an  
225 Airport Use and Lease Agreement with Milwaukee County for space at  
226 General Mitchell International Airport and is operating under these  
227 Regulations.  
228
- 229 153. **“Originating Passengers”** means all originating revenue passengers  
230 boarded at the Airport.  
231
- 232 156. **“Person”** and **“Persons”** shall mean individuals, partner-ships, firms,  
233 corporations, and other legal entities.  
234
- 235 157. **“PFC”** shall mean a passenger facility charge as established by 14 CFR Part  
236 158.

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158. **“PFC-Backed Airport Revenue Bonds”** shall mean any bonds secured by general airport revenues and by Passenger Facility Charges authorized and issued by the County of Milwaukee for construction of or on the Airport.
159. **“Preferential Use Premises”** are those premises leased to a Signatory Airline for its use and occupancy on a basis that gives the Signatory Airline priority of use over all other users.
160. **“Ramp Area”** shall mean the aircraft parking and maneuvering areas in the vicinity of the Airport Terminal Building.
161. **“Requesting Airline”** means any Airline requesting an accommodation for the use of space at the Airport because of plans to begin or to increase the number of flights at the Airport.
162. **“Revenue Landing”** shall mean an aircraft landing at Airport from which revenue is derived for the transportation by air of persons or property including flights diverted from other airports, but “Revenue Landing” shall not include any landing of an aircraft which, after having taken off from Airport, and without making a landing at any other airport, returns to land at Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution.
164. **“Rules and Regulations”** means any rules, regulations, statutes and ordinances promulgated by federal, state, County or any local government for the orderly use of the Airport System by both the airlines and other tenants and users of the Airport System as the same may be amended, modified, or supplemented from time to time. Copies of the current Rules and Regulations are available upon request to County.



268 165. **“Scheduled Air Carrier”** shall mean an air transportation company  
269 performing or desiring to perform, pursuant to published schedules,  
270 commercial air transportation services over specified routes to and from  
271 Airport, and holding any necessary authority to provide such transportation  
272 from the appropriate federal or state agencies.

273

274 166. **“Signatory Airline”** shall mean a Scheduled Air Carrier which has executed  
275 these Regulations with the County that includes the lease of Exclusive Use  
276 Premises and Preferential Use Premises directly from the County.

277

278 167. **“Signatory Cargo Airline”** shall mean a scheduled cargo carrier which has  
279 executed an agreement with County that includes the lease of cargo building  
280 space and preferential cargo ramp space directly from the County for a term  
281 comparable to the term of these Regulations.

282

283 169. **“Timmerman Airport”** shall mean the general aviation reliever airport owned  
284 by the County, as shown in Exhibit B.

285

286 170. **“Total Landed Weight”** means the sum of the Maximum Gross Certificated  
287 Landing Weight for all aircraft arrivals of Non-Signatory Airline over a stated  
288 period of time.

289

290 171. **“Transportation Security Administration”** or **“TSA”** means the  
291 Transportation Security Administration created under the Aviation and  
292 Transportation Security Act of 2001 as amended.

293

294 Additional words and phrases used in these Regulations but not defined herein shall  
295 have the meanings set forth in the Bond Resolution or, if not so set forth, shall have  
296 their usual and customary meanings.

297

298 **ARTICLE II: TERM OF THE AGREEMENT**

299

300 **Section 201** Term

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303 **Section 202** Option to Extend Term

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307 **Section 203** Holding Over

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311 **ARTICLE III: NON-SIGNATORY AIRLINE RIGHTS, PRIVILEGES AND LIMITATIONS**

312

313 **Section 301** Use of Airport

314

315 Subject to the terms of this Appendix and Milwaukee County Ordinances, a Non-  
316 Signatory Airline shall have the right to conduct its Air Transportation Business at the  
317 Airport and to perform all operations and functions that are incidental or necessary to  
318 the conduct of such business at the Airport. Nothing in this Article shall be construed as  
319 authorizing Non-Signatory Airline to conduct any business separate and apart from the  
320 conduct of its Air Transportation Business at the Airport. Any rights not specifically  
321 granted to Non-Signatory Airline for its use of and operations at the Airport pursuant to  
322 this Appendix are hereby reserved for and to the County.

323

324 (A) **Use in Common of Airport Terminal Building.** Non-Signatory Airline shall  
325 have the right to use, in common with, and subject to the rights of others so  
326 authorized, the public areas and public facilities of the Airport Terminal Building.

327

328 (B) **Use in Common of Airfield Operations Area.** Non-Signatory Airline shall have  
329 the right to use the areas included in the Airfield Cost Center, in common with

330 others so authorized, to land, takeoff, fly over, taxi, tow, park, and condition Non-  
331 Signatory Airline's aircraft. Non-Signatory Airline shall have the right to park,  
332 service, deice, load, unload, provision, and maintain Non-Signatory Airline's  
333 aircraft and support equipment in areas designated by the Airport Director,  
334 subject to the availability of space. Non-Signatory Airline shall not knowingly  
335 permit, without the consent of the Airport Director, the use of the Airfield  
336 Operations Area or any portion thereof by any aircraft operated or controlled by  
337 Non-Signatory Airline that exceeds the design strength or capability of such area  
338 as described in the then-current FAA-approved Airport Layout Plan (ALP) or  
339 other engineering evaluations performed subsequent to the then-current ALP,  
340 including the then-current Airport Certification Manual, a copy of which shall be  
341 provided, upon request, by the County to Non-Signatory Airline.

342  
343 (C) **Non-Signatory Airline Operations.** Non-Signatory Airline shall have the right to  
344 handle reservations; sell tickets, including electronic tickets; provision aircraft;  
345 document shipments; and load and unload persons, property, cargo, and mail,  
346 including interlining with other Non-Signatory Airlines.

347  
348 (D) **Maintenance of Aircraft and Equipment.** Non-Signatory Airline shall have the  
349 right to conduct routine servicing by Non-Signatory Airline, or by its suppliers of  
350 materials or by its furnishers of routine services, of aircraft operated by Non-  
351 Signatory Airline or by other airlines at Non-Signatory Airline's Aircraft Parking  
352 Apron, or as otherwise permitted by the County's Rules and Regulations;  
353 provided, however, that Non-Signatory Airline shall not do, or permit to be done  
354 any heavy maintenance (e.g., engine changes, control surface replacements and  
355 overhauls) at Non-Signatory Airline's Aircraft Parking Apron unless such  
356 maintenance is consented to by the Airport Director. Non-Signatory Airline shall  
357 restrict its maintenance and/or repairs of ground support equipment (e.g.,  
358 baggage carts, power units, and trucks) only to areas designated by the Airport  
359 Director for that purpose. The Airport Director reserves the right to require all  
360 third-party suppliers of materials or furnishers of services doing business at the  
361 Airport to secure an operating agreement from the County, to comply with all

362 applicable Rules and Regulations, and to pay any applicable fees, not to include  
363 a percentage of gross revenues, to the County for conducting such activity at the  
364 Airport.

365  
366 (E) **Ramp Support.** Subject to applicable fees and charges, Non-Signatory Airline  
367 shall have the right to use water, electric power, telephone, and preconditioned  
368 air systems, to the extent supplied by the County, at or adjacent to Non-Signatory  
369 Airline's assigned Aircraft Parking Apron. To the extent such systems are not  
370 supplied by the County, Non-Signatory Airline shall have the right to purchase,  
371 install, use, and maintain, at Non-Signatory Airline's assigned Aircraft Parking  
372 Apron, equipment and services necessary for loading, unloading, and general  
373 servicing of Non-Signatory Airline's aircraft, auxiliary power systems, air start  
374 systems, preconditioned air systems, and other miscellaneous aircraft and  
375 aircraft-related support equipment and facilities.

376  
377 (F) **Storage of Fuels, Lubricants, and Deicing Fluids.** Non-Signatory Airline shall  
378 have the right to erect or install and maintain on the Airport, only at locations  
379 designated, and in a manner approved by the Airport Director, adequate storage  
380 facilities for fuels, lubricants, and deicing fluids, together with the necessary  
381 pipes, pumps, motors, filters and other appurtenances incidental to the use  
382 thereof. Non-Signatory Airline shall install, maintain, and operate such storage  
383 facilities in full compliance with all applicable federal, state and local laws and  
384 regulations, and in accordance with insurance underwriters' standards. The  
385 County reserves the right to assess a rental or use charge for any such storage  
386 areas, if located outside Non-Signatory Airline's Premises.

387  
388 (1) Non-Signatory Airline shall apply deicing/anti-icing fluids only in areas in  
389 which appropriate containment systems are operational, or in areas  
390 otherwise designated by the Airport Director in the approved snow plan.  
391 The County reserves the right to include the costs associated with the  
392 operation and maintenance of containment systems in the Airfield Cost  
393 Center.

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(2) All non-hydrant fueling trucks are subject to Airport rules and regulations.

(G) **Personnel.** Non-Signatory Airline shall have the right to hire and train personnel in the employ of or to be employed by Non-Signatory Airline at the Airport.

(H) **Customer Service.** Non-Signatory Airline shall have the right to provide to its passengers such services that Non-Signatory Airline normally provides at similar airports, such as skycaps and wheelchair services. Non-Signatory Airline shall not provide any type of motorized passenger cart services within the Airport Terminal Building without the approval of the Airport Director, which shall be granted or denied on a nondiscriminatory basis.

(I) **Test of Aircraft and Equipment.** Non-Signatory Airline shall have the right to test aircraft and other equipment owned or operated by Non-Signatory Airline; provided that such testing is incidental to the use of the Airport in the operation by Non-Signatory Airline of its Air Transportation Business and will not hamper or interfere with use of the Airport and its facilities by others entitled to use of the same and that such testing is conducted in areas designated by the Airport Director for that purpose. The County reserves the right to restrict any testing operations it deems to interfere with the safe and efficient use of the Airport and its facilities or to create excessive noise as determined by the Airport Director.

(J) **Use of Ground Transportation.** Non-Signatory Airline shall have the right to provision, load and unload persons, property, cargo, and mail by motor vehicles or other means of conveyance, operated by itself or provided by third-party suppliers, as Non-Signatory Airline may desire or require in the operation of its Air Transportation Business, via routes and at locations designated by the Airport Director; provided, however, that the Airport Director reserves the right to require such third-party supplier or suppliers to secure an operating agreement from the County, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the County to conduct such activity at the Airport.

427 (K) **Modification of Airline Premises.** Intentionally left blank.

428

429 (L) **Airline Clubs.** Intentionally left blank.

430

431 (M) **Handling Arrangements.** Non-Signatory Airline shall have the right to enter into  
432 or conduct handling arrangements as part of its Air Transportation Business at  
433 the Airport.

434

435 (1) Ground-handling arrangements entered into under authority of this  
436 provision shall be subject to the provider obtaining an operating  
437 agreement from the County.

438

439 (N) **Airport Access.** Non-Signatory Airline shall have the right of ingress to and  
440 egress from the Airport including the Premises used by Non-Signatory Airline of  
441 Non-Signatory Airline and the public areas and public facilities of the Airport  
442 Terminal Building, for Non-Signatory Airline's employees, agents, contractors,  
443 passengers, guests, invitees, licensees, suppliers of materials and providers of  
444 service, and its or their equipment, vehicles, machinery, and other property;  
445 provided, however, that the foregoing shall not preclude the County from: (i)  
446 subjecting such persons to the County's Rules and Regulations, (ii) requiring  
447 such persons to enter into an agreement with the County when such access is  
448 required on an ongoing basis, or (iii) imposing any charge, permit or license fee  
449 for the right to do business at the Airport; further provided, however, that ingress  
450 to and egress from the Airport may be conditioned on adherence to security  
451 requirements, and may be limited on temporary bases for security reasons.

452

453 (O) **Right to Purchase Services and Products.** Non-Signatory Airline shall have  
454 the right to purchase or contract for the purchase of the following services and  
455 products subject to the limitations contained herein:

456

457 (1) Non-Signatory Airline may purchase or otherwise obtain products of any  
458 nature, including aircraft, engines, accessories, gasoline, oil, grease,

459 lubricants, fuel, propellants, passenger supplies and other materials,  
460 equipment, supplies, articles, and goods, used or acquired by Non-  
461 Signatory Airline in connection with or incidental to Non-Signatory Airline's  
462 Air Transportation Business at the Airport from any person or company;  
463 provided, however, that the County reserves the right to require such  
464 person or company to secure an operating agreement from the County, to  
465 comply with all applicable Rules and Regulations, and to pay any  
466 applicable fees to the County to conduct such activity at the Airport.

467  
468 (2) Non-Signatory Airline shall have the right to contract with a third party or  
469 Non-Signatory Airline-owned ground handler to provide to it or to perform  
470 for it any of the services or functions which it is entitled to perform  
471 hereunder, provided that such third party or Non-Signatory Airline-owned  
472 ground handler must secure an operating agreement from the County,  
473 maintain any permits and pay all fees required by the County. The  
474 contractual relationship between any third party and Non-Signatory Airline  
475 shall not affect in any way the fulfillment of Non-Signatory Airline's  
476 obligations, including those of insurance and indemnification for activities,  
477 hereunder.

478  
479 (3) Any suppliers, contractors or agents performing services for, or selling  
480 products to, Non-Signatory Airline at the Airport shall secure an operating  
481 agreement from the County, conform to applicable performance  
482 standards, lease requirements, and the County's Rules and Regulations,  
483 including any permit requirement or payment of fees required by the  
484 County.

485  
486 (P) **Communications and Weather Equipment, Multi-User Flight Information**  
487 **Display System (MUFIDS) and Public Address System.** Intentionally left  
488 blank.

489  
490 (Q) **Food and Beverage.** Intentionally left blank.

491

492 (R) **Display Materials.** Intentionally left blank.

493

494 (S) **Strict Construction of Rights.** The rights granted to Non-Signatory Airline  
495 hereunder may be exercised by Non-Signatory Airline only to the extent such  
496 rights are necessary or incidental to the conduct by Non-Signatory Airline of its  
497 Air Transportation Business at the Airport.

498

499

500 **Section 302 Prohibition Against Exclusive Rights**

501

502 It is hereby specifically understood and agreed that nothing herein contained shall be  
503 construed to grant or authorize the granting of an exclusive right to provide aeronautical  
504 services to the public as prohibited by Section 308(a) of the Federal Aviation Act of  
505 1958, as amended, and the County reserves the right to grant to others the privilege  
506 and right of conducting any or all activities of an aeronautical nature.

507

508 **Section 303 Restrictions on Exercise of Rights and Reservation of Rights to**  
509 **County**

510

511 The rights established in this Article shall not be exercised so as to interfere with the  
512 County's operation of the Airport for the benefit of all aeronautical users, and shall be  
513 subject at all time to the restrictions herein and reservation of rights by the County.

514

515 (A) **No Interference with Operations.** If the Airport Director determines that Non-  
516 Signatory Airline or its employees, agents, affiliates, contractors or suppliers are  
517 exercising the rights and privileges granted to Non-Signatory Airline pursuant to  
518 this Article: (i) in a manner which interferes with the operation or maintenance of  
519 the Airport; (ii) in a manner which adversely affects the health, safety or security  
520 of the public or other users of the Airport; or (iii) in a manner which fails to comply  
521 with the County's Rules and Regulations or terms of these Regulations, the



522 Airport Director shall give Non-Signatory Airline Notice of such determination  
523 including the specific reasons therefore. Non-Signatory Airline shall promptly  
524 commence and diligently pursue actions necessary to correct the conditions or  
525 actions specified in such Notice. If such conditions or actions are not, in the  
526 opinion of the Airport Director, promptly corrected after receipt of such Notice or if  
527 such conditions or actions required corrective action over a period of time, and  
528 Non-Signatory Airline has not, in the opinion of the Airport Director, promptly  
529 commenced and diligently pursued all such corrective action, then upon 10 days  
530 Notice from the County to Non-Signatory Airline, the County may suspend Non-  
531 Signatory Airline's or its contractor's access to the Airport. Notwithstanding the  
532 foregoing provision, the County shall have the right, upon Notice to Non-  
533 Signatory Airline, to immediately suspend operations of Non-Signatory Airline or  
534 of said contractors if such action is necessary to protect the health, safety or  
535 security of the public or other users of the Airport or in emergency situations.

536  
537 (B) **Integration with Systems.** Non-Signatory Airline shall not knowingly do, or  
538 permit to be done, anything that may interfere with the effectiveness or  
539 accessibility of the drainage, sewer, water, communications, heating or  
540 ventilation, air conditioning, natural gas, sprinkler, alarm or fire protection  
541 systems, fire hydrants and hoses, or any other part of the utility, electrical, or  
542 other systems installed or located from time to time at the Airport.

543  
544 (C) **Right to Designate Location.** The County reserves the right to designate the  
545 locations within which all of the activities conducted at the Airport, including the  
546 activities authorized herein, shall be conducted, and to change such designations  
547 from time to time; provided, however, that the County shall comply with the  
548 provisions of these Regulations if Non-Signatory Airline's Airline Premises, or any  
549 portion thereof, are relocated as a result of any re-designation. To the extent that  
550 such designation changes or effects the Non-Signatory Airline's Air  
551 Transportation Business conducted at the Airport, the County shall provide Non-  
552 Signatory Airline written notice thereof and shall seek to mitigate any real or  
553 potential negative impact to such Air Transportation Business.

- 554  
555 (D) **Airport Access.** The County may, from time to time, temporarily or permanently  
556 close or restrict specific roadways, taxiways, taxi lanes, runways, apron areas,  
557 doorways, and any other area at the Airport; provided, however, that, unless an  
558 emergency situation exists, to the extent that the County deems it practical, Non-  
559 Signatory Airline shall be notified with regard to such closings in order to  
560 minimize the disruption of services being provided. The County shall have the  
561 right at any time or times to relocate, reconstruct, change, alter, or modify any  
562 such means of access, either temporarily or permanently; provided that an  
563 adequate means of access, ingress, and egress shall exist or be provided in lieu  
564 thereof. The County shall notify Non-Signatory Airline of any such action.
- 565  
566 (E) **Telecommunication and Data Networking Infrastructure.** The Airport  
567 Director, acting in its capacity as manager of the Airport, retains the right to act  
568 as or designate the provider of wireless and wireline public telecommunications  
569 services and public data networking infrastructure for the general public in the  
570 public accessible areas of the Airport, including club rooms.
- 571  
572 (F) **Informational Devices.** The County reserves the right to install or cause to be  
573 installed informational devices, including static and electronic advertising, in all  
574 public accessible areas of the Airport Terminal Building; provided, however, that  
575 such installation shall not unreasonably interfere with the operations of Non-  
576 Signatory Airline authorized herein. Upon prior notification by the Airport  
577 Director, the County has the right to enter Non-Signatory Airline's Non-Signatory  
578 Airline Premises to install or service such devices. The County shall be entitled  
579 to all income generated by such devices. The County will use its best efforts to  
580 not allow advertising messages featuring services or products of Non-Signatory  
581 Airline's competitors to be displayed in informational devices located within Non-  
582 Signatory Airline's Preferential Use Gates.
- 583

584 (G) **All Other Rights.** Any and all rights and privileges not specifically granted to  
585 Non-Signatory Airline for its use of and operations at the Airport pursuant to  
586 these Regulations are hereby reserved for and to the County.

587  
588 **Section 304** **Prohibitions**

589  
590 Non-Signatory Airline shall not do, authorize to be done, or fail to do anything at the  
591 Airport which may: (i) create or contribute to a nuisance, (ii) in any way obstruct or  
592 interfere with rights of others using the Airport, or (iii) create a hazardous condition so  
593 as to increase the risks normally attendant upon operations permitted herein.

594  
595 **(A) Noise Abatement.**

596 (i) Non-Signatory Airline shall abide with all standards established for engine  
597 run-up, engine maintenance, and noise abatement rules, regulations and  
598 procedures as set forth by Federal regulation, Milwaukee County  
599 Ordinance, and/or Airport policies developed for aircraft operations at the  
600 Airport.

601  
602 (ii) From time to time the County may adopt and enforce policies, rules and  
603 regulations with respect to noise abatement and use of the Airport not  
604 inconsistent with Federal law. Non-Signatory Airline agrees to observe  
605 and to require its officers, agents, employees, contractors, and suppliers  
606 to observe and obey the same including compliance with the Airport's  
607 noise abatement policies and procedures, as promulgated or as amended  
608 from time to time. Non-Signatory Airline agrees to observe and obey any  
609 and all such rules and regulations and all other applicable Federal, State  
610 and local rules and regulations.

611  
612 **(B) Engine Runups.** Non-Signatory Airline shall perform aircraft engine runups only  
613 at locations and during time periods approved by the Airport Director.

614

615 (C) **Disabled Aircraft.** Upon release from any applicable governmental authorities,  
616 Non-Signatory Airline shall promptly remove any of its disabled aircraft from the  
617 Airfield Operations Area or Aircraft Parking Aprons, shall place any such disabled  
618 aircraft only in such storage areas as may be designated by the Airport Director,  
619 and shall store such disabled aircraft only upon such terms and conditions as  
620 may be established by the Airport Director. If Non-Signatory Airline fails to  
621 promptly remove its disabled aircraft from the Airfield Operations Area or Aircraft  
622 Parking Aprons, the Airport Director may remove said aircraft and take any other  
623 appropriate action under the circumstances, with no liability to County for any  
624 damages or any other results of taking such actions. The County shall add the  
625 cost of such removal or other action, plus actual administrative costs, including  
626 time and expenses, as an additional charge due hereunder on the first day of the  
627 month following the date of such work. The County's rights under this Section  
628 are in addition to all other rights and remedies provided to the County hereunder.

629  
630 (D) **Aircraft Apron Operations:** Non-Signatory Airline shall abide by the following  
631 provisions:

632  
633 (i) Non-Signatory Airline shall operate in such a manner so as to insure the  
634 safety of persons and property on the aircraft apron.

635  
636 (ii) The Airport Director retains the right to review and approve all aircraft  
637 push-out, power-out, and/or power-back operating procedures at each  
638 Aircraft Parking Apron, which approval shall not be delayed or denied.

639

640 **Section 305            Airport Security**

641

642 Non-Signatory Airline covenants and agrees that it will at all times maintain the integrity  
643 of the Airport Security Plan and 49 CFR Part 1500 et al. Should Non-Signatory Airline,  
644 through a negligent act of its own, allow access to the Air Operations Area (AOA),  
645 Security Identification Display Area (SIDA), or Sterile Area to an unauthorized person or  
646 persons, and should County receive a civil penalty citation for Non-Signatory Airline's

647 breach of security, Non-Signatory Airline agrees to reimburse County for any monetary  
648 civil penalty which may be imposed upon County by the Department of Homeland  
649 Security, the Transportation Security Administration (TSA), the Federal Aviation  
650 Administration (FAA), or any other federal, state, county, or local government authority  
651 resulting from said breach.

652

653 **Section 306 Security and Special Provisions**

654

655 (A) Responsibility for Security of Premises used by Non-Signatory Airline  
656 Premises used by Non-Signatory Airline. Non-Signatory Airline acknowledges  
657 and accepts full responsibility for the security and protection of the Premises  
658 used by Non-Signatory Airline Premises used by Non-Signatory Airline, any  
659 improvements thereon, its equipment and property on the Airport and control of  
660 access to the AOA through the Premises used by Non-Signatory Airline  
661 Premises used by Non-Signatory Airline by persons and vehicles. Non-Signatory  
662 Airline fully understands and acknowledges that any security measures deemed  
663 necessary by Non-Signatory Airline for the protection of said Premises used by  
664 Non-Signatory Airline Premises used by Non-Signatory Airline, equipment and  
665 property and access to the AOA through the Premises used by Non-Signatory  
666 Airline Premises used by Non-Signatory Airline shall be the sole responsibility of  
667 Non-Signatory Airline and shall involve no cost to County. Subject to restrictions  
668 imposed by applicable law, if any, all such security measures by Non-Signatory  
669 Airline shall be in accordance with 49 CFR 1542 and the Airport Security Plan.

670

671 (B) **Security Identification Display Area Access - Identification Badges.** Non-  
672 Signatory Airline shall be responsible for requesting County to issue identification  
673 (“ID”) badges to all employees who are authorized access to Security  
674 Identification Display Area (“SIDA”) on the Airport, designated in the Airport’s  
675 security program and shall be further responsible for the immediate reporting of  
676 all lost or stolen ID badges and the immediate return of the ID badges of all  
677 personnel transferred from Airport assignment or terminated from the employ of

678 Non-Signatory Airline or upon termination of these Regulations. Each employee  
679 must complete the SIDA training program conducted by County, before an ID  
680 badge is issued. Non-Signatory Airline shall pay, or cause to be paid, to County  
681 such nondiscriminatory charges, as may be established from time to time, for lost  
682 or stolen ID badges and those not returned to County in accordance with these  
683 Regulations. Subject to an restrictions imposed by any applicable law, County  
684 shall have the right to require Non-Signatory Airline to conduct background  
685 investigations and to furnish certain data on such employees before the issuance  
686 of such ID badges, which data may include the fingerprinting of employee  
687 applicants for such badges.

688

689 The privilege of unescorted access associated with a SIDA badge may be  
690 suspended or revoked for any violation of security rules, regulations, or policies.  
691 Additionally, monetary penalties may be assessed against any person for any  
692 violation of security rules or regulations including, but not limited to, Milwaukee  
693 County General Ordinance 4.02(8) as may be amended from time to time.

694

695 (C) **AOA-Driver Training.** Before Non-Signatory Airline shall permit any employee  
696 to operate a motor vehicle of any kind or type on the AOA, Non-Signatory Airline  
697 shall require such employee to attend and successfully complete the AOA Driver  
698 Training Course conducted from time to time by County. The privilege of a  
699 person to operate a motor vehicle on the AOA may be withdrawn by County for  
700 any violation of AOA driving rules. Notwithstanding the above, Non-Signatory  
701 Airline shall be responsible for ensuring that all such vehicle operators possess  
702 current, valid, appropriate state-issued driver's licenses.

703

704 (D) **Alcohol and Drug Testing.** Non-Signatory Airline acknowledges that County,  
705 as a public agency sponsor under the provisions of the Airport and Airway  
706 Improvement Act of 1982, as amended (the "Act"), has the obligation to establish  
707 a drug free workplace and to establish policies and programs to ensure airport  
708 safety and security. Non-Signatory Airline acknowledges that County has the

709 right to require users of the Airport (Non-Signatory Airlines, Permittees,  
710 Licensees, etc.) to establish programs to further the achievement of the  
711 objectives described herein. Accordingly, Non-Signatory Airline shall establish  
712 programs for pre-employment alcohol and drug screening for all candidates for  
713 employment at the Airport who will as a part of their duties (a) be present on the  
714 AOA; (b) operate a motor vehicle of any type on the AOA; or (c) operate any  
715 equipment, motorized or not, on the AOA and for the same or similar screening  
716 based upon a suspicion that an employee, while on duty on the AOA, may be  
717 under the influence of alcohol or drugs. Notwithstanding the above, Non-  
718 Signatory Airline specifically acknowledges that County has the right and  
719 obligation to deny access to the AOA and to withdraw AOA driving privileges  
720 from any person who it has a suspicion to believe is under the influence of  
721 alcohol or drugs.

722

723 (E) **Special Programs.** Non-Signatory Airline shall ensure that all employees  
724 participate in such safety, security and other training and instructional programs,  
725 as County or appropriate Federal agencies may from time to time require.

726

727 (F) **Vehicle Permit and Company Identification.** Motor vehicles and equipment of  
728 Non-Signatory Airline operating on the AOA must have an official motor vehicle  
729 identification permit issued pursuant to Operational Directives of County. In  
730 addition, company identification must be conspicuously displayed thereon.

731

732 (G) **Federal Agencies Right to Consent.** Non-Signatory Airline understands and  
733 agrees that all persons entering and working in or around arriving international  
734 aircraft and facilities used by the various Federal Inspection Services agencies  
735 may be subject to the consent and approval of such agencies. Persons not  
736 approved or consented to by the Federal Inspection Services agencies shall not  
737 be employed by Non-Signatory Airline in areas under the jurisdiction or control of  
738 such federal inspection agencies.

739

740 (H) **AOA, SIDA, Sterile Area Right to Search.** Non-Signatory Airline agrees that its  
741 personnel, vehicles, cargo, goods and other personal property are subject to  
742 being searched when attempting to enter or leave and while in the AOA, SIDA, or  
743 Sterile Area. Non-Signatory Airline further agrees that it shall not authorize any  
744 employee or agent to enter the AOA, SIDA, or Sterile Area unless and until such  
745 employee has been issued an Airport ID badge or has received a Visitor's Badge  
746 where required, or is under the escort of an authorized Airport ID Badge holder.

747

748 It is further agreed that County has the right to prohibit an individual, agent or  
749 employee of Non-Signatory Airline from entering the AOA, SIDA, or Sterile Area  
750 based upon facts which would lead a person of reasonable prudence to believe  
751 that such individual might be inclined to engage in theft, cargo tampering, aircraft  
752 sabotage or other unlawful activities. Any person denied access to the AOA,  
753 SIDA, or Sterile Area, or whose prior authorization has been revoked or  
754 suspended on such grounds shall be entitled to a hearing before the Airport  
755 Director or his authorized designee within a reasonable time. Prior to such  
756 hearing, the person denied access to the AOA, SIDA, or Sterile Area shall be  
757 advised, in writing, of the reasons for such denial.

758

759 Non-Signatory Airline acknowledges and understands that these provisions are  
760 for the protection of all users of the AOA, SIDA, or Sterile Area and are intended  
761 to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other  
762 unlawful activities at the Airport.

763

764 (I) **Right of Flight.** There is hereby reserved to County, its successors and  
765 assigns, for the use and benefit of County and the public, a right of flight for the  
766 passage of aircraft in the air space above the surface of the premises herein  
767 leased, together with the right to cause in said air space such noise as may be  
768 inherent in the operation of aircraft, now known or hereafter used for navigation  
769 of or flight in the air, using said air space for landing at, taking off from or  
770 operating on the Airport.



771

772 **Section 307** **Impact on Airport Certification**

773

774 Non-Signatory Airline shall not knowingly do or permit its agents, directors, or  
775 employees to do anything at the Airport that would be in conflict or violate the  
776 requirements of Part 139 of the Federal Aviation Regulations, "Certification and  
777 Operations: Land Airports Serving Certain Air Carriers," as amended from time to time,  
778 or any successor regulation, order, or directive, or that would jeopardize the Airport's  
779 operating certificate obtained pursuant to such Federal regulations.

780

781 **Section 308** **Non-Signatory Airline Summary**

782

783 Upon request by the Airport Director, Non-Signatory Airline shall provide to the County  
784 on a timely basis the following information and such additional information as the Airport  
785 Director may request from time to time:

786

- 787 (A) The names, addresses, and telephone numbers of Non-Signatory Airline officials  
788 responsible for station operations, flight operations, properties, facilities, public  
789 and media relations, and civic affairs, including a 24-hour emergency contact.  
790 Non-Signatory Airline shall update information as needed.

791

792 **Section 309** **Environmental Impairment and Hazardous Material Financial**  
793 **and Legal Responsibility**

794

795 (A) **Definitions**

- 796 (1) "Hazardous Material" means any substance: (i) the presence of which  
797 requires investigation or remediation under any Federal, State or local  
798 statute, regulation, ordinance, order, action or policy; or (ii) which is or  
799 becomes defined as a "hazardous waste" or "hazardous substance" under  
800 any Federal, State or local statute, regulation or ordinance or amendments  
801 thereto, including without limitation, the Comprehensive Environmental

802 Response, Compensation and Liability Act (42 U.S.C. section 9601 et  
803 seq.), and/or the Resource Conservation and Recovery Act (42 U.S.C.  
804 Section 6901, et seq.); or (iii) which is toxic, explosive, corrosive,  
805 flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise  
806 hazardous and is or becomes regulated by any governmental authority,  
807 agency, department, commission, board, agency or instrumentality of the  
808 United States, the State of Wisconsin, or any political subdivision thereof;  
809 or (iv) the presence of which on the Premises used by Non-Signatory  
810 Airline Premises used by Non-Signatory Airline under these Regulations  
811 or other property owned or leased by County causes or threatens to cause  
812 a nuisance upon the Premises used by Non-Signatory Airline Premises  
813 used by Non-Signatory Airline or poses or threatens to pose a hazard to  
814 the Premises used by Non-Signatory Airline Premises used by Non-  
815 Signatory Airline or to the health or safety of persons on or about the  
816 Premises used by Non-Signatory Airline Premises used by Non-Signatory  
817 Airline; or (v) which contains gasoline, diesel fuel or other petroleum  
818 hydrocarbons; or (vi) which contains polychlorinated biphenols (PCBs),  
819 asbestos or urea formaldehyde foam insulation.

820

821 (2) “Environmental Requirements” means all applicable past, present and  
822 future statutes, regulations, rules, ordinances, codes, licenses, permits,  
823 orders, approvals, plans, authorizations, concessions, franchises and  
824 similar items of all governmental agencies, departments, commissions,  
825 boards, bureaus or instrumentalities of the United States, the State of  
826 Wisconsin and political subdivisions thereof and all applicable judicial and  
827 administrative and regulatory decrees, judgments and orders relating to  
828 the protection of human health or the environment, including, without  
829 limitation: (i) all requirements, including, but not limited to, those pertaining  
830 to reporting, licensing, permitting, investigation and remediation of  
831 emissions, discharges, releases or threatened releases of Hazardous  
832 Materials, chemical substances, pollutants, contaminants or hazardous or

833 toxic substances, materials, or wastes, whether solid, liquid or gaseous in  
834 nature; and (ii) all requirements pertaining to the protection of the health  
835 and safety of employees or the public.

836

837 (3) “Environmental Damages” means all claims, judgments, damages, losses,  
838 penalties, fines, liabilities (including strict liability), fees and expenses of  
839 defense of any claim and of any settlement or judgment, including without  
840 limitation attorneys’ fees and consultants’ fees, any of which are incurred  
841 at any time as a result of the existence of Hazardous Material upon, about,  
842 or beneath the Premises used by Non-Signatory Airline Premises used by  
843 Non-Signatory Airline or migrating or threatening to migrate to or from the  
844 Premises used by Non-Signatory Airline Premises used by Non-Signatory  
845 Airline, or the existence of a violation of Environmental Requirements  
846 pertaining to the Premises used by Non-Signatory Airline Premises used  
847 by Non-Signatory Airline including without limitation: (i) damages for  
848 personal injury, or injury to property or natural resources occurring upon or  
849 off the Premises used by Non-Signatory Airline, foreseeable or  
850 unforeseeable, including without limitation, lost profits, consequential  
851 damages, interest and penalties, including, but not limited to, claims  
852 brought on behalf of employees of Non-Signatory Airline or County; (ii)  
853 diminution in the value of the Premises used by Non-Signatory Airline, and  
854 damages for the loss of or restriction on the use of or adverse impact on  
855 the marketing of rentable or usable space or of any amenity of the  
856 Premises used by Non-Signatory Airline; (iii) fees incurred for the services  
857 of attorneys, consultants, contractors, experts, laboratories and all other  
858 fees incurred in connection with the investigation or remediation of such  
859 Hazardous Materials or violation ,of Environmental Requirements,  
860 including, but not limited to, the preparation of any feasibility studies or  
861 reports or the performance of any cleanup, remedial, removal,  
862 containment, restoration or monitoring work required by any Federal, State  
863 or local governmental agency or political subdivision, or necessary to

864 make full economic use of the Premises used by Non-Signatory Airline or  
865 otherwise expended in connection with such conditions; (iv) liability to any  
866 third person or governmental agency to indemnify such person or agency  
867 for fees expended in connection with the items referenced in this  
868 Subparagraph.

869

870 **(B) Representations and Warranties**

871 (1) With the exception of prior activities of Non-Signatory Airline, if any, prior  
872 to execution of the lease Agreement involving Hazardous Materials or to  
873 the extent such activities have caused Environmental Damages, County  
874 hereby represents to Non-Signatory Airline that, to the best of its  
875 knowledge, as of the date hereof, the Premises used by Non-Signatory  
876 Airline are free of any adverse environmental conditions and that there are  
877 not Hazardous Materials upon, or beneath the Premises used by Non-  
878 Signatory Airline.

879

880 (2) County represents and warrants that it has all permits and licenses  
881 required to be issued to it by any governmental authority on account of  
882 any and all of its activities on the Premises used by Non-Signatory Airline  
883 and other properties at the Airport, and that it is in full compliance with the  
884 terms and conditions of such permits and licenses. No change in the facts  
885 or circumstances reported or assumed in the application for or gathering  
886 of such permits or licenses exists, and such permits and licenses are in  
887 full force and effect.

888

889 (3) Any of the foregoing representations and all warranties as set forth in this  
890 Paragraph 309 shall survive the expiration or termination of these  
891 Regulations, and any transfer of County's interest in the Premises used by  
892 Non-Signatory Airline or other properties adjacent thereto (whether by  
893 sale, foreclosure, deed in lieu of foreclosure or otherwise), except as to  
894 such representations and warranties as may be affected by any

895 investigation by or on behalf of either party, by any information which  
896 either party may have or obtain with respect thereto, on the applicable  
897 statute of limitations.

898

899 (C) Financial and Legal Responsibility of County and Non-Signatory Airline

900 (1) County's Financial and Legal Responsibility

901 (a) Except for all activities of Non-Signatory Airline with regard to the  
902 Premises used by Non-Signatory Airline which created or could  
903 have created Environmental Damage, County shall, subject to any  
904 claim it may have against any other party, bear financial  
905 responsibility and legal liability for any and all Environmental  
906 Damages arising from the presence of Hazardous Materials upon  
907 or beneath the Premises used by Non-Signatory Airline which are  
908 caused by County or which migrate thereto from any source  
909 (except from this Non-Signatory Airline), or arising in any manner  
910 whatsoever out of the violation of any Environmental Requirements  
911 applicable to and enforceable against County, which pertain to the  
912 Premises used by Non-Signatory Airline and activities thereon,  
913 during the term of the Agreement.

914

915 (b) Without limiting the generality of the foregoing, the responsibility  
916 provided by this subparagraph shall also specifically cover costs  
917 incurred in connection with:

918

919 (i) Except as identified in Paragraph 309(B)(1), those  
920 Hazardous Materials present or suspected to be present  
921 in the soil, groundwater or soil vapor on or under the  
922 Premises used by Non-Signatory Airline prior to Non-  
923 Signatory Airline's initial and continuous occupancy of  
924 same;

925

926 (ii) Hazardous Materials that migrate, flow, percolate,  
927 diffuse, or in any way move onto the Premises used by  
928 Non-Signatory Airline, including by way of discharge,  
929 dumping, or spilling, accidental or otherwise, either  
930 before or during the term of these Regulations, as a  
931 result of County's, its agent's, employee's, other Non-  
932 Signatory Airlines (except this Non-Signatory Airline), and  
933 predecessors in interest's, invitee's, successor's and  
934 assign's intentional or negligent acts, omissions or willful  
935 misconduct; or

936  
937 (iii) Compliance and participation as a co-permittee with Airport's  
938 State of Wisconsin Pollutant Discharge Elimination  
939 System (WPDES) storm water permit.

940  
941 (c) In no event will County bear financial responsibility or legal liability  
942 for Hazardous Materials present or Environmental Damage that is  
943 the result of any wrongful, intentional, or negligent act or omission,  
944 willful misconduct, direct or indirect acts of Non-Signatory Airline or  
945 its agents, representatives, employees, contractors, subcontractors  
946 or invitees.

947  
948 (2) Non-Signatory Airline's Financial and Legal Responsibility

949 (a) Non-Signatory Airline shall bear financial responsibility and legal  
950 liability for any and all Environmental Damages arising from the  
951 presence of Hazardous Materials upon or beneath the Premises  
952 used by Non-Signatory Airline, caused by Non-Signatory Airline, its  
953 agents, employees, or invitees, or arising in any other manner  
954 whatsoever out of the violation of any Environmental Requirements  
955 applicable to and enforceable against Non-Signatory Airline, which  
956 pertain to the Premises used by Non-Signatory Airline and activities

957 thereon, during the term of the Agreement, except as provided in  
958 subparagraph C.(1) ("County's Financial and Legal Responsibility")  
959 above, or arising in any other manner whatsoever out of the  
960 violation of any Environmental Requirements applicable to and  
961 enforceable against Non-Signatory Airline or which pertain to the  
962 Premises used by Non-Signatory Airline or activities thereon, during  
963 the term of the Agreement.

964

965 (b) Without limiting the generality of the foregoing, the responsibility  
966 provided by this subparagraph shall also specifically cover costs  
967 incurred in connection with:

968

969 (i) Those Hazardous Materials present or suspected to be  
970 present in the soil, groundwater or soil vapor on or under the  
971 Premises used by Non-Signatory Airline after Non-Signatory  
972 Airline's initial and continuous occupancy of same; or

973

974 (ii) Hazardous Materials that migrate, flow, percolate, diffuse, or  
975 in any way move from the Premises used by Non-Signatory  
976 Airline to other areas within or adjacent to the Airport,  
977 including by way of discharge, dumping, or spilling,  
978 accidental or otherwise, during the term of these  
979 Regulations, as a result of Non-Signatory Airline's, its  
980 agent's, employee's, in interest's, invitee's, successor's and  
981 assign's intentional or negligent acts, omissions or willful  
982 misconduct.

983

984 (c) In no event will Non-Signatory Airline bear financial responsibility or  
985 legal liability for Hazardous Materials present or Environmental  
986 Damage that is the result of any wrongful, intentional, or negligent  
987 act or omission, willful misconduct, direct or indirect acts of County

988 or its agents, representatives, employees, contractors,  
989 subcontractors or invitees.

990

991 (3) Such financial responsibility shall include, but not be limited to, the burden  
992 and expense of defending all suits and administrative proceedings and  
993 conducting all negotiations of any description, and paying and discharging,  
994 when and as the same become due, any and all judgments, penalties or  
995 other sums due against Non-Signatory Airline or County and its partners  
996 and their respective directors, officers, shareholders, employees, legal  
997 successors, assigns, agents, contractors, subcontractors, experts,  
998 licensees and invites, and obligation to remediate as further described in  
999 Subparagraph D. Such financial responsibility shall survive the expiration  
1000 or termination of these Regulations, the discharge of all other obligations  
1001 owed by the parties to each other, and any transfer of title to the Premises  
1002 used by Non-Signatory Airline or other properties adjacent thereto  
1003 (whether by sale, foreclosure, deed in lieu of foreclosure or otherwise).

1004

1005 (D) Obligation to Remediate

1006 (1) Subject to and as a result of Paragraph C., County shall at its sole cost  
1007 and expense, promptly take all actions required by any Federal, State, or  
1008 local governmental agency or political subdivision or actions necessary to  
1009 mitigate Environmental Damages or to allow full economic use of the  
1010 Premises used by Non-Signatory Airline consistent with the terms of these  
1011 Regulations, arising from the presence upon, or beneath the Premises  
1012 used by Non-Signatory Airline, or other properties adjacent thereto subject  
1013 to the jurisdiction of County, of a Hazardous Material or by failure to  
1014 comply with Environmental Requirements, which were caused by County,  
1015 its agents, employees, airlines (except Non-Signatory Airline),  
1016 predecessors in interest, contractors, invitees, successors, and assigns,  
1017 except to the extent caused by Non-Signatory Airline, and/or its directors,  
1018 officers, shareholders, employees, agents, contractors, subcontractors,



1019 experts, licensees and invites. This obligation to remediate shall include  
1020 the offsite migration of Hazardous Materials onto the Premises used by  
1021 Non-Signatory Airline regardless of the cause, unless caused by Non-  
1022 Signatory Airline. County, in its performance of the above-described  
1023 obligations, shall not disrupt Non-Signatory Airline's operations.

1024

1025 (2) To the extent caused by Non-Signatory Airline and/or its directors, officers,  
1026 shareholders, employees, agents, contractors, subcontractors, experts,  
1027 licensees and invites, Non-Signatory Airline shall at its sole cost and  
1028 expense, promptly take all actions required by any Federal, State, or local  
1029 governmental agency or political subdivision or actions necessary to  
1030 mitigate Environmental Damages or to allow full economic use of the  
1031 Premises used by Non-Signatory Airline or other areas within the Airport  
1032 or adjacent thereto consistent with the terms of these Regulations, arising  
1033 from the presence upon, or beneath the Premises used by Non-Signatory  
1034 Airline, of a Hazardous Material or by failure to comply with Environmental  
1035 Requirements, and Non-Signatory Airline shall promptly pay any fines,  
1036 forfeiture or penalties occasioned thereby. This obligation to remediate  
1037 shall include the offsite migration of Hazardous Materials onto other areas  
1038 within the Airport or that are otherwise subject to the jurisdiction of County,  
1039 which are caused by Non-Signatory Airline.

1040

1041 (3) Such actions shall include, but not be limited to, the investigation of the  
1042 environmental condition of the Premises used by Non-Signatory Airline  
1043 and any such adjacent properties subject to the jurisdiction of County, the  
1044 preparation of any feasibility studies, reports or remedial plans, and the  
1045 performance of any cleanup, remediation, containment, monitoring or  
1046 restoration work, whether on or off, said properties. County or Non-  
1047 Signatory Airline, as the case may be, shall take all actions necessary to  
1048 restore the Premises used by Non-Signatory Airline to the condition  
1049 existing prior to the introduction of Hazardous Material upon, or beneath

1050 the Premises used by Non-Signatory Airline or such adjacent properties  
1051 subject to the jurisdiction of County, notwithstanding any lesser standard  
1052 or remediation allowable under applicable law or governmental practice or  
1053 policies.

1054

1055 (E) Non-Signatory Airline's Obligations and Requirements

1056 (1) Non-Signatory Airline hereby agrees and intends that it will likewise  
1057 comply with and be bound to County by the same obligations and  
1058 requirements by which County is bound to Non-Signatory Airline as  
1059 described in Paragraphs 309 (A) through (D) as if fully set forth herein. It  
1060 is the intention of County and Non-Signatory Airline to impose reciprocal  
1061 duties, obligations, responsibility and requirements upon each other and  
1062 accept same regarding financial and legal responsibility for Hazardous  
1063 Materials, Environment Impairment and Damage except as otherwise  
1064 provided herein.

1065

1066 (2) Ninety (90) days prior to the termination of these Regulations for any  
1067 reason, whether by Lapse of Time or otherwise, Non-Signatory Airline  
1068 shall, at its sole cost and expense, provide a Phase I and/or Phase II (if  
1069 required by County), Environmental Site Assessment (ESA) or its  
1070 equivalent performed by a mutually agreed upon and acceptable  
1071 consultant. In the event said ESA indicates a condition that is violative of  
1072 any of the terms, conditions or covenants of this paragraph, Non-Signatory  
1073 Airline shall have the Obligation to Remediate as further described herein.

1074

1075 (F) Notification

1076 If either Non-Signatory Airline or County shall become aware of or receive notice  
1077 or other communication concerning any actual, alleged, suspected or threatened  
1078 violation of Environmental Requirements, or liability of County or Non-Signatory  
1079 Airline for Environmental Damages in connection with the Premises used by  
1080 Non-Signatory Airline or adjacent properties, or past or present activities of any

1081 person thereon, including, but not limited to, notice or other communication  
1082 concerning any actual or threatened investigation, inquiry, lawsuit, claim, citation,  
1083 directive, summons, proceeding, complaint, notice, order, writ, or injunction  
1084 relating to same, then County or Non-Signatory Airline shall deliver to the other  
1085 party, within thirty (30) days of the receipt of such notice or communication,  
1086 written notice of said violation, liability, or actual or threatened event or condition,  
1087 together with copies of any documents evidencing same. Receipt of such notice  
1088 shall not be deemed to create any obligation on the part of either party to defend  
1089 or otherwise respond to any such notification.

1090

1091 (G) Non-Signatory Airline shall submit a list of chemical substances used by Non-  
1092 Signatory Airline on the Premises used by Non-Signatory Airline and supply a  
1093 Hazard Communication Standard 29 CFR 1910.1200 Material Safety Data Sheet  
1094 on each chemical substance to the Airport Fire Department upon request.

1095

1096 **ARTICLE IV: PREMISES**

1097

1098 **Section 401 General**

1099

1100 The County intends to maximize the utilization and flexibility of current Airport facilities  
1101 to meet changing air service demands.

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1103 **Section 402 Airline Premises**

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1107 **Section 403 Preferential Use Gates**

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1111 **Section 404 Passenger Loading Bridges and Holdroom Equipment**

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1113 (A) Non-Signatory Airline shall have the right to use the County-owned passenger  
1114 loading bridges and holdroom equipment at the gate used by the Non-Signatory  
1115 Airline. Non-Signatory Airlines shall enter into a passenger loading bridge use  
1116 permit prior to operating County-owned loading bridges.

1117

1118 **Section 405** **Accommodation in Preferential Use Gates**

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1122 **Section 406** **Procedures for Accommodation in Preferential Use Gates**

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1126 **Section 407** **Consolidation of Operation**

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1130 **Section 408** **Relinquishment of Abandoned Premises**

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1134 **Section 409** **Relocation of Airline Premises**

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1138 **Section 410** **Parking Space**

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1140 Vehicular parking spaces, adequate and reasonably convenient to the Public Terminal  
1141 Building, shall be made available by County in accordance with the Airport Parking  
1142 Information and Rules at locations selected and designated by the Airport Director,  
1143 where it will not interfere with operations at the Airport, for the use of Non-Signatory

1144 Airline and its employees in common with other air carrier or air transportation  
1145 companies having leases similar to these Regulations. County reserves the right to  
1146 make a charge to Non-Signatory Airline for such parking privileges. County agrees that  
1147 charges will only be levied during such periods that all airport terminal tenants and  
1148 concessionaires are charged for employee parking.

1149

1150

1151 **ARTICLE V: RENTS, FEES AND CHARGES**

1152

1153 In consideration for the rights and privileges available to a Non-Signatory Airline, Non-  
1154 Signatory Airline shall pay all applicable rents, fees and charges.

1155

1156 **Section 501 Terminal Building Rents**

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1160 **Section 502 Landing Fee Charges**

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1164 **Section 503 Passenger Loading Bridge Charges**

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1168 **Section 504 Aircraft Parking Apron Fees**

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1172 **Section 505 O&M Charges for Joint Use Facilities**

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1176 **Section 506 Fees and Charges for Parking of Aircraft and Use of Other**  
1177 **Facilities of County**

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1181 **Section 507** **Other Fees and Charges**

1182

1183 Non-Signatory Airline shall pay all other charges which are assessed by County for the  
1184 use of other Airport facilities or for services that may be provided by County to Non-  
1185 Signatory Airline from time to time, including employee parking (as described in Section  
1186 410) and issuance of security identification badges.

1187

1188 **Section 508** **Security Deposit**

1189

1190 (A) **Amount and Form of Security Deposit.** As security for payment of the fees,  
1191 rates and charges described herein, each Non-Signatory Airline, new entrant  
1192 carrier or air transportation company shall provide a deposit in the form of a  
1193 check to be negotiated or an irrevocable letter of credit prior to said carrier or air  
1194 transportation company commencing service at the Airport. Said security deposit  
1195 is to be in an amount equal to three (3) months of the new entrant's projected  
1196 activity covering applicable fees, rates and charges due for items (a), (b), (c), and  
1197 (d) below. Said security deposit shall be deposited in the account of the Airport  
1198 and returned to air carrier or air transportation company without interest after  
1199 submission of evidence satisfactory to the Airport Director that all fees, rates and  
1200 charges have been paid in full upon termination of the above referenced service  
1201 or upon timely payment of County invoices for two (2) years.

1202

- 1203 a) Exclusive Use Premises
- 1204 b) Preferential Use Premises
- 1205 c) Joint Use Premises
- 1206 d) Landing fees

1207

1208 (B) **Term of Security Deposit.** Airline shall maintain the Security Deposit until the  
1209 cessation of service to Airport by Airline or (b) the completion of the two-year  
1210 period established in Subsection (A) if Airline continues to serve the Airport.

1211 Airline shall provide at least sixty (60) days prior notice of the date on which any  
1212 Security Deposit expires or is subject to cancellation.

1213  
1214 (C) **County's Right to Use Security Deposit; Replenishment.** If Airline commits  
1215 or is under an Event of Default pursuant to Section 1101, the County shall have  
1216 the right to use the amounts of such Security Deposit to pay Airline's Rents,  
1217 Fees, and Charges, PFC remittances, or any other amounts owed to the County  
1218 by Airline then due and payable, or to apply the proceeds to any cost or expense  
1219 or material damages incurred by the County as a result of Airline's default, or  
1220 Event of Default under Section 1101. If any such Security Deposit, or portion  
1221 thereof, is used as stated in this Subsection, Airline shall replenish or provide a  
1222 renewal or replacement Security Deposit up to the full amount set forth in  
1223 Subsection 508(A) within 10 days of being notified to do so by the County. The  
1224 County's rights under this Section shall be in addition to all other rights and  
1225 remedies provided to the County hereunder.

1226  
1227 (D) **Waiver of Security Deposit Requirement.** Notwithstanding the provisions of  
1228 Subsections 508(A)-(C), the County may waive the Security Deposit obligation if  
1229 it determines that Airline qualifies for relief from such obligation. To qualify for  
1230 such relief, Airline must:

1231  
1232 (i) not be under an event of Default pursuant to Section 1101, and not  
1233 have received Notice in accordance with Section 1101 of such Event of  
1234 Default;

1235  
1236 (ii) have provided regularly scheduled service to the Airport during the prior  
1237 24 consecutive months; and

1238  
1239 (iii) have made timely payments of all applicable Rents, Fees, and Charges  
1240 during such 24 month period.

1241



1242 If, after having waived the Security Deposit obligation in accordance with this  
1243 subsection, the County determines that Airline has not continued to satisfy the  
1244 requirements for relief, or if Airline commits or is under an Event of Default  
1245 pursuant to Section 1101, has received Notice in accordance with Section 1101  
1246 of such Event of Default and has failed to cure such Event of Default, Airline shall  
1247 immediately provide a Security Deposit in accordance with the provisions of  
1248 Subsection 508(A). The provisions of this Subsection shall be inapplicable  
1249 during any holdover period as described in Section 203.

1250

1251 **Section 509**                    **Statistical Report**

1252

1253 (A) Airline shall complete and submit to the County no later than the 10<sup>th</sup> day of each  
1254 month, a Monthly Operator's Report and a Monthly Report of Actual Aircraft  
1255 Landings attached hereto as Exhibits H and I, summarizing statistics and  
1256 information for Airline's prior month of operations at the Airport necessary for the  
1257 computation of Rents, Fees, and Charges established hereunder, and such other  
1258 statistical and financial data that the County determines is necessary for the  
1259 computation and administration of Airline's financial obligations hereunder,  
1260 including the following data:

- 1261 (i) total number of flight departures at each gate assigned to Airline;
- 1262 (ii) total number of originating and connecting passengers;
- 1263 (iii) total number of domestic enplaned and deplaned passengers;
- 1264 (iv) total number of international enplaned and deplaned passengers;
- 1265 (v) total number of landings by type of aircraft and Maximum Gross Certificated  
1266 Landed Weight by type of aircraft;
- 1267 (vi) total pounds of air cargo enplaned and deplaned;
- 1268 (vii) total pounds of air mail enplaned and deplaned; and
- 1269 (viii) total amount of food and beverage purchased to be sold, if any, in  
1270 accordance with the provisions of Subsection 301(Q).

1271

1272 The information submitted by Airline to County pursuant to this Subsection shall  
1273 be in addition to any other information required elsewhere in these regulations.

1274

1275 (B) The County shall have the right to rely on said activity reports in determining  
1276 Rents, Fees, and Charges due hereunder. Airline shall have full responsibility for  
1277 the accuracy of said reports. Late payment and payment deficiencies due to  
1278 incomplete or inaccurate activity reports shall be subject to the late payment and  
1279 late penalty charges as set forth in Subsection 511(E).

1280

1281 (C) The acceptance by the County of any Airline payment shall not preclude the  
1282 County from verifying the accuracy of Airline's reports or computations, or from  
1283 recovering any additional payment actually due from Airline. Interest on any  
1284 additional amount due shall accrue from the date the payment was originally due,  
1285 at the rate prescribed as calculated in Subsection 511(E).

1286

1287 (D) Penalty for Late Report. In the event that Airline fails to deliver the required  
1288 statistical report on time, Airline shall incur and pay a service fee of ONE  
1289 HUNDRED DOLLARS PER DAY beginning with the day after the due date.

1290

1291 **Section 510                    Non-Signatory Airline Records and Audit**

1292

1293 (A) Airline shall maintain books, records, and accounts, including computerized  
1294 records, relevant to the determination and payment of any Rents, Fees, and  
1295 Charges, PFC remittals, and other payments due to the County in accordance  
1296 with these regulations including: records of its aircraft arrivals and departures;  
1297 gate utilization; originating and connecting, enplaned and deplaned, domestic  
1298 and international passengers; aircraft landings; enplaned and deplaned air cargo  
1299 and mail; food and beverage purchased for resale; and sublease and  
1300 subcontracted services arrangements at the Airport. Each such item of  
1301 information shall be maintained for a period of at least four (4) years, and longer  
1302 if necessary for pending litigation. Airline may maintain such books, records and  
1303 accounts at its corporate offices, but shall make such material available at the

1304 Airport upon fifteen (15) days notice. Notwithstanding anything to the contrary  
1305 contained herein, nothing herein is intended to require, or shall have the effect of  
1306 requiring, Airline to maintain or allow inspection of any books and records  
1307 pertaining to PFCs other than those required by applicable all laws and  
1308 regulations.

1309  
1310 (B) The County and such persons as may be designated by it, including its auditors  
1311 and financial consultants, shall have the right, during normal business hours, with  
1312 ten (10) days notice to Airline, to examine, audit, and make copies of such books,  
1313 records, and accounts, including computerized records. Except as otherwise  
1314 provided, the cost of such examination or audit shall be borne by the County;  
1315 provided, however, that the cost of such audit shall be reimbursed to the County  
1316 by Airline if: (i) the audit reveals an underpayment by Airline of at least 5% for  
1317 Rents, Fees and Charges, PFC remittance, or other payment payable by Airline  
1318 hereunder for any Calendar Year, as determined by such audit, or (ii) Airline has  
1319 failed to maintain accurate and complete books, records, and accounts in  
1320 accordance with this Section.

1321  
1322 (C) If Airline fails to maintain true and complete books, records, and accounts  
1323 resulting in an underpayment of Rents, Fees, and Charges by Airline to the  
1324 County, the County may recalculate the total amount of Rents, Fees, and  
1325 Charges, PFC remittances, or other payments due to the County by Airline in  
1326 accordance with these regulations. In such case Airline shall remit to the County  
1327 within 15 days of receipt of a demand or invoice from the County the delinquent  
1328 amount plus interest, fees and charges as provided for in Subsection 511(E).

1329

1330 **Section 511      Payment Provisions**

1331

1332 (A) **Terminal Building Rents and Passenger Loading Bridge Charges.** Terminal  
1333 Building rents for the use of the Premises used by Non-Signatory Airline,  
1334 including Passenger Loading Bridge Charges shall be due and payable on the  
1335 first day of each month in advance without invoice from the County.

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(B) **Landing Fees.** Landing fees for the preceding month shall be due and payable 20 days after the date of invoice.

(C) **Other Fees.** All other Rents, Fees, and Charges required hereunder shall be due and payable within 20 days of the date of the invoice.

(D) **Form of Payment.** Airline shall pay all sums due hereunder in lawful money of the United States of America, without deduction or setoff, by wire transfer or check made payable to the Milwaukee County Airport Division, which check shall be delivered postage or other charges prepaid to:

By U.S. Mail: Milwaukee County Airport Division  
P.O. Box 78979  
Milwaukee, WI 53278-0979

By Express Mail: Milwaukee County Airport Division  
5300 South Howell Avenue  
Milwaukee, WI 53207-6189

By Wire Transfer: Routing Number: 075000022  
Bank Name: U.S. Bank Milwaukee  
Account Title: GMIA Operations

1348 or as hereafter the County may designate by Notice to Airline.

1349

1350 (E) **Interest Charges and Late Charges on Overdue Payment**

1351

1352 (i) Interest. Unless waived by the County Board, air carriers and air  
1353 transportation companies shall be responsible for payment of interest on  
1354 amounts not remitted in accordance with the requirements of this  
1355 section. The rate of interest shall be the statutory rate in effect for  
1356 delinquent county property taxes (presently one (1) percent per month  
1357 or fraction of a month) as described in s. 74.80(1), Wis. Stats. The  
1358 obligation or payment and calculation thereof shall commence upon the  
1359 day following the due dates established herein.

1360 (ii) Penalty. In addition to the interest described above, air carriers and  
1361 air transportation companies shall be responsible for payment of penalty  
1362 on amounts not remitted in accordance with the terms of this section.  
1363 Said penalty shall be the statutory rate in effect for delinquent county  
1364 property taxes (presently five-tenths (0.5) percent per month or fraction  
1365 of a month) as described in section 6.06(1) of the Code and s. 74.80(2),  
1366 Wis. Stats. The obligation for payment and calculation thereof shall  
1367 commence upon the day following the due dates established herein.  
1368

1369 (F) **Dishonored Check or Draft.** In the event that Airline delivers a dishonored  
1370 check or draft to County in payment of any obligation arising under the terms of  
1371 these regulations, Airline shall incur and pay a service fee of: ONE HUNDRED  
1372 TWENTY-FIVE DOLLARS, if the face value of the dishonored check or draft is  
1373 \$50.00 or less; ONE HUNDRED THIRTY DOLLARS, if the face value of the  
1374 dishonored check or draft is more than \$50.00 and less than \$300.00; or ONE  
1375 HUNDRED FORTY DOLLARS, if the face value of the dishonored check or draft  
1376 is \$300.00 or more; or Five Percent of the face value of such dishonored check  
1377 or draft, whichever is greater. Further, in such event, County may require that  
1378 future payments required pursuant to these regulations be made by cashier's  
1379 check or other means acceptable to County.  
1380

1381 **Section 512** **No Other Rents, Fees, and Charges**

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1385 **Section 513** **Security Interests**

1386

1387 (A) All PFCs collected by Airline for the benefit of the County that are in the  
1388 possession or control of Airline are to be held in trust by Airline on behalf and for  
1389 the benefit of the County. To the extent that Airline holds any property interest in  
1390 such PFCs, and notwithstanding that Airline may have commingled such PFCs

1391 with other funds, Airline hereby pledges to the County and grants the County a  
1392 first priority security interest in such PFCs, and in any and all accounts into which  
1393 such PFCs are deposited to the extent of the total amount of such PFCs (net of  
1394 the airline compensation amounts allowable in accordance with 14 C.F.R.  
1395 §158.53) held in such accounts.

1396  
1397 (B) As a guarantee by Airline for the payment of all Rents, Fees, and Charges, and  
1398 all PFC remittances due to the County, Airline hereby pledges to the County and  
1399 grants the County a security interest in all of its leasehold improvements and  
1400 fixtures located on or used by Airline at the Airport.

1401  
1402 **Section 514 Sponsoring Airline as Guarantor of Its Affiliates**

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1406 **Section 515 Commitment of Airport Revenues**

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1410 **Section 516 County's Accounting**

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1414 **Section 517 Capital Improvement Reserve Account**

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1418 **Section 518 Airport Development Fund (ADF)**

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1422 **Section 519 Special Project Capital Improvement Account (SPCIA)**

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1426 **ARTICLE VI: CALCULATION OF RENTALS, FEES AND CHARGES**

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1428 **Section 601 General**

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1432 **Section 602 Coordination Process**

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1436 **Section 603 Terminal Rental Rates**

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1440 **Section 604 Passenger Loading Bridge Charges**

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1444 **Section 605 Landing Fee Rate**

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1448 **Section 606 International Arrivals Building Facilities Charges**

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1452 **Section 607 Aircraft Parking Apron Fees**

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**Section 608 Other Charges**

Other charges payable by Non-Signatory Airline, in addition to those specified elsewhere in these Regulations, shall be as follows:

- (A) Employee Parking Charges. Should Non-Signatory Airline elect to furnish parking for its employees, Non-Signatory Airline shall pay to County in advance by the first day of each December charges as are established by the County for the use of employee parking areas designated in Section 410 herein. County will refund to Non-Signatory Airline the prorated annual parking charge for parking spaces no longer used by Non-Signatory Airline employees.
- (B) Miscellaneous. Charges for miscellaneous items or activities not specified herein (e.g. badges, extraordinary electrical usage, personal property storage, etc.) shall be assessed by County as determined by Airport Director and paid by Non-Signatory Airline.

**Section 609 Rate Adjustment**

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**Section 610 Year-End Adjustment to Actual and Settlement**

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**Section 611 Non-Signatory Rates**

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1485 **ARTICLE VII: AIRPORT IMPROVEMENTS**

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1487 **Section 701 Airport Expansion**

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1491 **Section 702 Five-Year Capital Improvement Program**

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1495 **Section 703 Review and Approval of Material Changes to Five-Year CIP**

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1499 **Section 704 Additional Approved Capital Improvements**

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1503 **Section 705 Capital Improvement Review and Approval Process**

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1507 **Section 706 Major Maintenance Projects - Expensed**

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1511 **Section 707 Passenger Loading Bridge Program**

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1515    **Section 708**        **Expenditures for Planning and Preliminary Design**

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1519    **Section 709**        **Effect of Construction on Premises used by Non-Signatory**  
1520                            **Airline**

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1524    **Section 710**        **Use of Capital Improvement Reserve Account (CIRA)**

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1528    **Section 711**        **Alterations and Improvements by Signatory Airline**

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1532    **Section 712**        **Nondisturbance of Airport Tenants and Operations**

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1536    **ARTICLE VIII: MAINTENANCE AND OPERATION OF AIRPORT**

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1538    **Section 801**        **General**

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1542    **ARTICLE IX: DAMAGE OR DESTRUCTION**

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1544    **Section 901**        **Partial Damage**

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1548 **Section 902**

**Substantial Damage**

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1552 **Section 903**

**Damage Not Repairable**

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1556 **Section 904**

**General**

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1560 **ARTICLE X: INDEMNIFICATION AND INSURANCE**

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1562 **Section 1001 Indemnification**

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1564 (A) Non-Signatory Airline covenants and agrees to FULLY INDEMNIFY and HOLD  
1565 HARMLESS, the County and the elected officials, employees, directors,  
1566 volunteers and representatives of the County, individually or collectively, from  
1567 and against any and all costs, claims, liens, damages, losses, expenses, fees,  
1568 fines, penalties, proceedings, actions demands, causes of actions, liability and  
1569 suits of any kind and nature, including but not limited to, personal or bodily injury,  
1570 death and property damage, made upon the County to the extent directly or  
1571 indirectly arising out of resulting from or related to Non-Signatory Airline's  
1572 activities in, on or about Non-Signatory Airline Premises, or from any operation or  
1573 activity of Non-Signatory Airline upon the Airport Premises, or in connection with  
1574 its use of Airline Premises, including any acts or omissions of Non-Signatory  
1575 Airline, any agent, officer, director, representative, employee, consultant or  
1576 subcontractor of Non-Signatory Airline, and their respective officers, agents,  
1577 employees, directors and representatives while in the exercise of performance of  
1578 the rights or duties under these Regulations, all without however, the County  
1579 waiving any governmental immunity or other rights available to the County under  
1580 Wisconsin Law and without waiving any defenses of the parties under Wisconsin  
1581 Law. The provisions of this INDEMNITY are solely for the benefit of the Non-  
1582 Signatory Airline and Milwaukee County and not intended to create or grant any  
1583 rights, contractual or otherwise, to any other person or entity. Non-Signatory  
1584 Airline shall promptly advise the County in writing of any claim or demand against  
1585 the County or Non-Signatory Airline known to Non-Signatory Airline related to or  
1586 arising out of Non-Signatory Airline's activities under these Regulations and shall  
1587 see to the investigation and defense of such claim or demand at Non-Signatory  
1588 Airline's cost. The County shall have the right, at its option and at its own  
1589 expense, to participate in such defense without relieving Non-Signatory Airline of  
1590 any of its obligations under this paragraph.

1591

1592 (B) It is the express intent of the parties to these Regulations, that the indemnity  
1593 provided for in this Article is an indemnity extended by Non-Signatory Airline to  
1594 indemnify, protect, and hold harmless, the County from the consequences of the  
1595 County's own negligence, provided however, that the indemnity provided for in  
1596 this section shall apply only when the negligent act of the County is a contributory  
1597 cause of the resulting injury, death, or damage, and shall have no application  
1598 when the negligent act of the County is the sole cause of the resulting injury,  
1599 death or damage. Non-Signatory Airline further agrees to defend, at its own  
1600 expense and on behalf of the County and in the name of the County, any claim or  
1601 litigation brought against the County and its elected officials, employees, officers,  
1602 directors, volunteers, and representatives, in connection with any such injury,  
1603 death, or damage for which this indemnity shall apply, as set forth above.

1604

1605 **Section 1002** **Insurance**

1606

1607 (A) Without limiting the Non-Signatory Airline's obligation to indemnify the County of  
1608 Milwaukee, and prior to the commencement of any operations, under these  
1609 Regulations, Non-Signatory Airline shall furnish an original or electronic copy of  
1610 Certificate(s) of Insurance to the Airport, which shall be completed by a broker or  
1611 an agent authorized to bind the named underwriter(s) and their company to the  
1612 coverage, limits, and termination provisions shown thereon, and which shall  
1613 furnish and contain all required information referenced or indicated thereon. The  
1614 original certificate(s) or electronic copy of the form(s) must have the agent's  
1615 signature, including the signer's company affiliation, title and phone number, and  
1616 be mailed directly from the agent to the Airport. The Airport shall have no duty to  
1617 perform under these Regulations until such certificate shall have been delivered  
1618 to the Airport, and no officer or employee other than the Risk Manager shall have  
1619 authority to waive this requirement.

1620

1621 (B) The Airport reserves the right to review the insurance requirements of this  
 1622 section during the effective period of these Regulations and any extension or  
 1623 renewal hereof, and to modify insurance coverage and their limits when deemed  
 1624 necessary and prudent by the County’s Risk Manager based upon changes in  
 1625 statutory law, court decisions, or circumstances surrounding these Regulations,  
 1626 but in no instance will the County allow modification whereupon the Airport may  
 1627 incur increased risk.

1628

1629 (C) Non-Signatory Airline’s financial integrity is of interest to the County,  
 1630 therefore, subject to Non-Signatory Airline’s right to maintain deductibles in such  
 1631 amounts as are approved by the County, Non-Signatory Airline shall obtain and  
 1632 maintain in full force and effect for the duration of these Regulations and any  
 1633 extension thereof, at Non-Signatory Airline’s sole expense, insurance coverage  
 1634 written on occurrence basis, by companies authorized and admitted to do  
 1635 business in and to be served notice in the State of Wisconsin and rated A or  
 1636 better by A.M. Best Company and/or otherwise acceptable to Lesser, in the  
 1637 following types.

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**TYPE OF INSURANCE**

**LIMITS OF LIABILITY**

Comprehensive Airline Liability Insurance, Including Premises Liability and Aircraft Liability, in respect of all aircraft owned, used, operated or maintained by Named Insured

\$100,000,000 each accident

Commercial General Liability insurance to include coverage for the following:

- General Aggregate \$10,000,000 per occurrence;  
\$25,000,000 general aggregate or its equivalent in Umbrella or Excess Liability coverage.
- (A) Premise/Operations \$10,000,000
- (B) Pollution Liability \$5,000,000/occurrence/annual aggregate  
\$500,000/self–insurance retention

(C)	Products/Completed Operations	\$10,000,000
(D)	Contractual Liability	\$10,000,000
(E)	Explosion, Collapse. Underground	\$10,000,000
(F)	Fire legal liability	\$50,000
•	Business Automobile Liability (airside and landside)	Combined Single Limit for Bodily Injury and Property Damage of \$5,000,000
•	Scheduled Autos	
•	Owned/Leased Automobiles	
•	Non-owned Automobiles	
•	Hired Automobiles	
•	Worker's Compensation	Statutory
•	Employer's Liability	\$1,000,000 / \$1,000,000 / \$1,000,000
•	Property Insurance	Value of Airline Property on premises, to include improvements and betterments.

1640

1641 (D) The Airport shall be entitled, upon request and without expense, to receive  
 1642 copies of the policies and all endorsements thereto as they apply to the limits  
 1643 required by the Airport, and may make a request for deletion, revision, or  
 1644 modification of particular policy terms, conditions, limitations or exclusions  
 1645 (except where policy provisions are established by law or regulation binding upon  
 1646 either of the parties hereto or the underwriter of any such policies). Upon such  
 1647 request by Airport, the Non-Signatory Airline shall exercise efforts to accomplish  
 1648 such changes in policy, and shall pay the cost thereof.

1649

1650 (E) Non-Signatory Airline agrees that with respect to the above required insurance,  
 1651 all insurance contracts and Certificate(s) of Insurance will contain the following  
 1652 required provisions:

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- Name the County of Milwaukee and its officers, employees, agents and elected representatives as additional insured's as respects operations and activities of, or on behalf of the named insured performed under contract with the Airport, with the exception of the worker's compensation and property insurance policy;
  - The Non-Signatory Airline's insurance shall be deemed primary with respect to any collectible insurance or self insurance carried by the County of Milwaukee for liability arising out of Non-Signatory Airline's operations under the contract with the Airport;
  - Worker's compensation and employers' liability policy will provide a waiver of subrogation in favor of the County of Milwaukee; and
  - Provide for provision stating that the Non-Signatory Airline's insurance is primary without right of contribution from any insurance maintained by Airport and/or County of Milwaukee arising out of operations of Non-Signatory Airline.

1672

1673 (F) Non-Signatory Airline shall notify the Airport in the event of any notice of  
1674 cancellation, non-renewal or material change in coverage and shall give such  
1675 notices not less than thirty (30) days prior to the change, or ten (10) days notice  
1676 for cancellation due to non-payment of premiums, which notice must be  
1677 accompanied by a replacement Certificate of Insurance. All notices shall be  
1678 given to the Airport at the following addresses:

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Airport Property Manager  
General Mitchell International Airport  
5300 S. Howell  
Milwaukee, WI 53207-6189



1686 (G) The proceeds for any such insurance, paid on account of fire, explosion or other  
1687 damage shall be used to defray the cost of repairing, restoring or reconstructing  
1688 said improvements, as necessary.

1689

1690 (H) It is expressly understood and agreed that all operations of Non-Signatory Airline  
1691 under these Regulations between Airport and Non-Signatory Airline shall be  
1692 covered by such policies of insurance or self insurance as approved by the  
1693 County's Risk Manager and that all personal property placed in the Premises  
1694 used by Non-Signatory Airline shall be at the sole risk of Non-Signatory Airline.  
1695 The procuring of policies of insurance shall not be construed to be a limitation  
1696 upon Non-Signatory Airline's liability or as a full performance on its part of the  
1697 indemnification provisions of these Regulations. Non-Signatory Airline's  
1698 obligations are notwithstanding said policy of insurance, for the full and total  
1699 amount of any damage, injury or loss caused by or attributable to its activities  
1700 conducted at or upon the Airport.

1701

1702 (I) County shall insure or cause to be insured with a responsible insurance  
1703 company, companies, or carriers authorized and qualified under the laws of the  
1704 State of Wisconsin to assume the risk thereof, to the extent insurable, all of  
1705 County's buildings, structures, fixtures and fixed equipment on the Airport  
1706 System against direct physical damage or loss from fire and against the hazards  
1707 and risks covered under extended coverage in an amount of the insurable value  
1708 of the property. Provided, however, that County may self-insure the policy  
1709 deductible, and if it shall do so, and if there shall be a physical damage or loss  
1710 from fire or hazards or risks of less than the deductible, the said loss shall  
1711 become part of the residual cost for the year of said loss and charged against the  
1712 appropriate Cost Center; provided further that if at any time County shall be  
1713 unable to obtain insurance coverage to the extent above required, County shall  
1714 maintain such insurance to the extent obtainable.

1715

1716 **ARTICLE XI: CANCELLATION BY COUNTY: EVENTS OF DEFAULT BY NON-**  
1717 **SIGNATORY AIRLINE**

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1719 **Section 1101 Events of Default by Non-Signatory Airline**

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1723 **Section 1102 Remedies for Non-Signatory Airline’s Default**

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1727 **Section 1103 Effect of Non-Signatory Airline’s Default or Breach on Other**  
1728 **Agreements**

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1732 **ARTICLE XII: CANCELLATION BY NON-SIGNATORY AIRLINE: EVENTS OF**  
1733 **DEFAULT BY COUNTY**

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1735 **Section 1201 Events of Default by County**

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1739 **Section 1202 Remedies for County’s Defaults**

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1743 **ARTICLE XIII: SURRENDER OF AIRLINE PREMISES**

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1745 **Section 1301 Surrender and Delivery**

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1749 **Section 1302** Removal of Property

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1753 **ARTICLE XIV: ASSIGNMENT, SUBLETTING AND USE FEES**

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1755 **Section 1401** Assignment and Subletting by Affiliate Airline

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1759 **ARTICLE XV: ACCESS**

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1761 **Section 1501** Declaration of Intent

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1765 **Section 1502** County-Controlled Facilities

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1769 **Section 1503** Emergency Accommodation

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1774 **ARTICLE XVI: SUBORDINATION AND SAVINGS CLAUSE**

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1776 **Section 1601** Subordination

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**ARTICLE XVII: GOVERNMENT INCLUSION**

**Section 1701 Federal and Other Governmental Authority Funds**

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**Section 1702 Nondiscrimination**

Each air carrier and air transportation company operating at the Airport shall conduct its operation, maintenance, improvement and use of the property and facilities at the airport so that no person, on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination. Each air carrier and air transportation company shall use the premises in compliance with all other requirements imposed by or pursuant to title 49, Code of Federal Regulations, department of transportation, subtitle A, office of the secretary, part 21, nondiscrimination in federally assisted programs of the department of transportation - effectuation of title VI of the Civil Rights Act of 1964, and as said regulations may be amended and all Milwaukee County rules and regulations, policies, procedures and ordinances in effect or as they may be amended from time to time.

**ARTICLE XVIII: MISCELLANEOUS PROVISIONS**

**Section 1801 Rights Non-Exclusive**

1808 Notwithstanding anything herein contained that may be or appear to the contrary, the  
1809 rights, privileges and licenses granted under these Regulations (except in the Exclusive  
1810 Use Premises) are “non-exclusive” and County reserves the right to grant similar  
1811 privileges to other Scheduled Air Carriers, except to the extent that the granting of such  
1812 similar privileges shall substantially interfere with Non-Signatory Airline’s rights,  
1813 privileges and licenses granted hereunder.

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1815 **Section 1802** **Aviation**

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1819 **Section 1803** **Height Limitations**

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1823 **Section 1804** **Amendment**

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1827 **Section 1805** **Non-waiver of Rights**

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1831 **Section 1806** **Severability**

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1835 **Section 1807** **Governing Law**

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1839 **Section 1808** **Compliance with Law**

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1841 Non-Signatory Airline agrees to observe and comply with all applicable current and  
1842 future Federal, State, County, and municipal laws, statutes, ordinances, and  
1843 regulations, including such ordinances, resolutions, and rules and regulations as County  
1844 may from time to time promulgate, amend or adopt relative to the use of any property  
1845 owned by County, including the premises that are the subject of these Regulations;  
1846 provided, however, that Non-Signatory Airline may, at its own risk, costs, and expense  
1847 and at no cost to County, contest by appropriate judicial or administrative proceedings  
1848 the applicability or the legal or constitutional validity of such law, statute, ordinance,  
1849 resolution, rule or regulation.

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1851 **Section 1809** **Agent for Service of Process**

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1855 **Section 1810** **Non-liability of Agents and Employees**

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1859 **Section 1811** **Independent Contractor**

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1861 Non-Signatory Airline, its employers, and agents shall, at all times under this Agreement  
1862 act and perform as independent contractors. Nothing contained herein shall be deemed  
1863 or construed by the parties hereto, or by any third party, as creating the relationship of  
1864 principal and agent, partners, joint venturers, or any other similar such relationship,  
1865 between the parties hereto. It is understood and agreed that neither the method of  
1866 computation of rentals, fees and charges, nor any other provisions contained herein, nor  
1867 any acts of the parties hereto, creates a relationship other than the relationship of  
1868 County and Non-Signatory Airline.

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1870 **Section 1812** **Successors and Assigns Bounds**

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1874 **Section 1813** **Other Agreements**

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1878 **Section 1814** **Taxes, Assessments, and Licenses**

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1880 Non-Signatory Airline shall at its own expense obtain all permits, licenses, approvals  
1881 and certificates and pay all taxes, assessments, fees and charges required by any  
1882 regulation or any law of the County, State of Wisconsin, the United States or other  
1883 governmental body with regard to the business to be conducted by Non-Signatory  
1884 Airline on the Airport or within its Non-Signatory Airline Premises pursuant to the terms  
1885 of this Agreement.

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1887 **Section 1815** **Approval by County**

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1891 **Section 1816** **Conformity**

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1895 **Section 1817** **Compliance by Other Tenants**

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1899 **Section 1818** **Quiet Enjoyment**

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**Section 1819**                      **County’s Right of Entry**

Any authorized representative of the County shall have the right to enter upon any premises and facilities of the Airport at any time for the purpose of inspection or for any purpose incident to the performance of its obligations hereunder or in the exercise of any of its governmental functions. County will use its best efforts to give advance notice and to avoid disruption of Non-Signatory Airline’s operation.

**Section 1820**                      **Force Majeure**

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**Section 1821**                      **Gender**

Words of any gender used in these Regulations shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**Section 1822**                      **Headings and Titles**

The headings of the several articles of these Regulations are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of these Regulations and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**Section 1823**                      **Incorporation of Exhibits**

All exhibits referred to in these Regulations are intended to be and hereby are specifically made a part of these Regulations.



1932

1933 **Section 1824** **Notices**

1934

1935 Notices required herein shall be given by registered or certified mail by depositing the  
1936 same in the United States mail, postage prepaid or by hand delivery. Any such notice  
1937 so mailed shall be presumed to have been received by the addressee seventy-two (72)  
1938 hours after deposit of same in the mail. Either party shall have the right, by giving  
1939 written notice to the other, to change the address at which its notices are to be received.  
1940 Until any such change is made, notices to County shall be delivered as follows:

1941

Airport Director  
General Mitchell International Airport  
5300 South Howell Ave.  
Milwaukee, WI 53207-6189

1942

1943 **Notices to**

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1947 **Section 1825** **Capacity to Execute**

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1951 **Section 1826** **Entire Agreement**

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1955 **Section 1827** **Governmental Facilities**

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**SECTION 1828 RULES AND REGULATIONS**

County shall have the right to and shall adopt and amend from time to time and enforce rules and regulations of general application, which Non-Signatory Airline agrees to observe and obey, with respect to Non-Signatory Airline's use of the Airport and its facilities, provided that such rules and regulations shall not be inconsistent with safety and with rules, regulations, and orders of the Federal Aviation Administration and other applicable governmental agencies and with the procedures prescribed or approved from time to time by the Federal Aviation Administration or other applicable governmental agencies with respect to the operation of Non-Signatory Airline's aircraft.

**SECTION 1829 RIGHTS AND PRIVILEGES RESERVED BY COUNTY**

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**SECTION 1831 SUCCESSORS AND ASSIGNS BOUND BY COVENANTS**

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**SECTION 1832 NON-SIGNATORY AIRLINE'S ELECTION NOT TO CLAIM DEPRECIATION OR INVESTMENT CREDIT**

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