PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER 1, 2026

NEW ISSUE: BOOK ENTRY

RATINGS: "A+" Fitch
"A1" Moody's
See "RATINGS" herein

In the opinion of Quarles & Brady LLP, Milwaukee, Wisconsin and Emile Banks & Associates LLC, Milwaukee, Wisconsin, Co-Bond Counsel, assuming continued compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), under existing law the interest on the Series 2026A Bonds and Series 2026B Bonds (collectively referred to as the "Series 2026 Bonds") is excluded for federal income tax purposes from the gross income of the owners of the Series 2026 Bonds, except for interest on any Series 2026 Bonds held by a "substantial user" of the facilities financed by the Series 2026 Bonds or a "related person" within the meaning of Section 147(a) of the Code. Interest on the Series 2026 Bonds is, however, an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and is taken into account in determining the "adjusted financial statement income" for purposes of computing the federal alternative minimum tax imposed on Applicable Corporations (as defined in Section 59(k) of the Code). See "TAX EXEMPTION" herein for a more detailed discussion of some of the federal income tax consequences of owning the Series 2026 Bonds. The interest on the Series 2026 Bonds is not exempt from present Wisconsin income or franchise taxes.

MILWAUKEE COUNTY, WISCONSIN

Dated: Date of Delivery

Principal Due: December 1, as shown on the inside cover page

$14,060,000*
AIRPORT REVENUE BONDS, SERIES 2026A (AMT)

The $14,060,000* Airport Revenue Bonds, Series 2026A (AMT) (the "Series 2026A Bonds") are being issued by Milwaukee County, Wisconsin (the "County") pursuant to the Constitution and laws of the State of Wisconsin, including Section 66.0621 of the Wisconsin Statutes, and resolutions adopted by the County Board of Supervisors of the County (the "County Board") for the public purpose of financing various improvements at General Mitchell International Airport as further described herein, to make a deposit to the Reserve Account if necessary, and to pay the cost of issuing the Series 2026A Bonds. Interest on the Series 2026A Bonds is payable semiannually on June 1 and December 1, commencing on June 1, 2027. The Series 2026A Bonds maturing on or after December 1, 2036 are subject to optional redemption on any date on and after December 1, 2035.

$17,865,000*
AIRPORT REVENUE REFUNDING BONDS, SERIES 2026B (AMT)

The $17,865,000* Airport Revenue Refunding Bonds, Series 2026B (AMT) (the "Series 2026B Bonds") are being issued by the County pursuant to the Constitution and laws of the State of Wisconsin, including Section 66.0621 of the Wisconsin Statutes, and resolutions adopted by the County Board for the public purpose of refinancing certain obligations of the County as further described herein. Interest on the Series 2026B Bonds is payable semiannually on June 1 and December 1, commencing on June 1, 2027. The Series 2026B Bonds are not subject to redemption prior to maturity.

SEE INSIDE COVER PAGE FOR MATURITY AND PRICING SCHEDULE AND CUSIP NUMBERS

The Series 2026A Bonds and Series 2026B Bonds will collectively be referred to as the "Series 2026 Bonds". The Series 2026 Bonds will not be a general obligation of the County, nor will the County be obligated to levy any taxes in connection with the Series 2026 Bonds.

The Series 2026 Bonds will be special, limited obligations of the County, payable solely from net revenues derived from the ownership and operation by the County of General Mitchell International Airport a/k/a Milwaukee Mitchell International Airport and Lawrence J. Timmerman Airport (collectively the "Airport System") on parity with the County's other Airport Revenue Bonds (collectively referred to herein with the Series 2026 Bonds as the "Outstanding Bonds"), and any additional airport revenue bonds which may hereafter be issued by the County on parity with the Outstanding Bonds (collectively, the "Bonds"), as provided in the General Bond Resolution, as defined herein.

The Series 2026 Bonds will be issued as registered obligations and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository of the Series 2026 Bonds. Individual purchases will be made in book-entry form only, in the principal amount of $5,000 and multiples thereof. Principal and interest will be paid to DTC, which will in turn remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Series 2026 Bonds as described herein.

The Series 2026 Bonds are offered when, as and if issued and received by the Underwriter, subject to the approval of certain legal matters relating to the issuance of the Series 2026 Bonds by Quarles & Brady LLP and Emile Banks & Associates, LLC, Co-Bond Counsel. Certain legal matters will be passed upon for the County by the Milwaukee County Corporation Counsel Office and for the Underwriter by Butler Snow LLP. It is expected that the Series 2026 Bonds in book-entry form will be available for delivery through DTC on or about September 30, 2026.

(THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.)

RAYMOND JAMES®

* Preliminary; subject to change.

MATURITY AND PRICING SCHEDULE, AND CUSIP† NUMBERS

MILWAUKEE COUNTY, WISCONSIN

$14,060,000*
AIRPORT REVENUE BONDS, SERIES 2026A (AMT)

Maturity (December 1)	Principal Amount*	Interest Rate*	Yield*	CUSIP† (Base 602248)
2027	$940,000			
2028	940,000			
2029	940,000			
2030	940,000			
2031	940,000			
2032	940,000			
2033	940,000			
2034	935,000			
2035	935,000			
2036	935,000			
2037	935,000			
2038	935,000			
2039	935,000			
2040	935,000			
2041	935,000			

$17,865,000*
AIRPORT REVENUE REFUNDING BONDS, SERIES 2026B (AMT)

Maturity (December 1)	Principal Amount*	Interest Rate*	Yield*	CUSIP† (Base 602248)
2027	$3,510,000			
2028	3,835,000			
2029	4,035,000			
2030	4,225,000			
2031	2,260,000			

* Preliminary, subject to change.

This Official Statement is submitted in connection with the sale of securities as referred to herein and may not be reproduced or be used, in whole or in part, for any other purpose. No dealer, broker, sales representative or other person has been authorized by the County, the Co-Financial Advisors or the Underwriter to give any information or make any representations other than as contained in this Official Statement in connection with the offering described herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the County, the Co-Financial Advisors or the Underwriter. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Series 2026 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the County and other sources which are believed to be reliable, but it is not to be construed as a representation by the Co-Financial Advisors or the Underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made thereafter shall, under any circumstances, create any implication that there has been no change in the affairs of the County or in any other information contained herein, since the date hereof (or since the date of any information included herein that is dated other than the date hereof).

This Official Statement is not to be construed as a contract with the purchasers of the Series 2026 Bonds. Statements contained in this Official Statement involving estimates, forecasts, or matters of opinion, whether or not expressly so described herein, are intended solely as such, and are not to be construed as representations of fact. This Official Statement contains "forward-looking" statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. Such statements may involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance and achievements to be different from future results, performance and achievements expressed or implied by such forward-looking statements. Investors are cautioned that the actual results could differ materially from those set forth in the forward-looking statements.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

THE PRICES AND OTHER TERMS RESPECTING THE OFFERING AND SALE OF THE SERIES 2026 BONDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER AFTER THE SERIES 2026 BONDS ARE RELEASED FOR SALE, AND THE SERIES 2026 BONDS MAY BE OFFERED AND SOLD AT PRICES OTHER THAN THE INITIAL OFFERING PRICES, INCLUDING SALES TO DEALERS WHO MAY SELL THE SERIES 2026 BONDS INTO INVESTMENT ACCOUNTS.

IN MAKING ANY INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN REVIEW OF THE TERMS OF THE SERIES 2026 BONDS AND THE OFFERING THEREOF, AND THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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INTRODUCTION TO OFFICIAL STATEMENT

The following information is furnished solely to provide limited introductory information regarding the County's $14,060,000 Airport Revenue Bonds, Series 2026A (the "Series 2026A Bonds") and $17,865,000* Airport Revenue Refunding Bonds, Series 2026B (the "Series 2026B Bonds") (collectively referred to herein as the "Series 2026 Bonds"), and does not purport to be comprehensive. All such information is qualified in its entirety by reference to the more detailed descriptions appearing in this Official Statement, including the appendices hereto.*

Issuer:	Milwaukee County, Wisconsin (the "County").
Dated:	Date of Delivery.
Delivery:	Delivery is expected on or about September 30, 2026.
Security:	The principal and interest on the Series 2026 Bonds are payable solely from, and are secured equally and ratably by a pledge of the Net Revenues derived from the Airport System. (See "DESCRIPTION OF THE SERIES 2026 BONDS – Security Provisions" herein.)
Purpose and Authority:	Proceeds of the Series 2026A Bonds will be used for the public purpose of financing various improvements at General Mitchell International Airport as further described herein (See "PLAN OF FINANCE" herein), to fund the Reserve Account if necessary, and to pay the cost of issuing the Series 2026A Bonds. Proceeds of the Series 2026B Bonds will be used for the public purpose of refinancing certain obligations of the County as further described herein and to pay the cost of issuing the Series 2026B Bonds. The Series 2026 Bonds are being issued by the County, pursuant to provisions of Chapter 66 of the *Wisconsin Statutes* and resolutions adopted by the County Board.
Redemption Provisions*:	**Series 2026A Bonds:** The Series 2026A Bonds maturing on and after December 1, 2036 are subject to optional redemption on any date on and after December 1, 2035. **Series 2026B Bonds:** The Series 2026B Bonds are not subject to redemption prior to maturity.
Principal Payments*:	**Series 2026A Bonds:** Annually, December 1, 2027 through 2041. **Series 2026B Bonds:** Annually, December 1, 2027 through 2031.
Interest Payments*:	On each June 1 and December 1, commencing on June 1, 2027.
Tax Status:	In the opinion of Co-Bond Counsel as more fully described herein, interest on the Series 2026 Bonds is excludable for federal income tax purposes from the gross income of the owners of the Series 2026 Bonds, except for interest on any Series 2026 Bonds held by a "substantial user" of the facilities financed by the Series 2026 Bonds or a "related person" within the meaning of Section 147(a) of the Code. Interest on the Series 2026 Bonds is, however, an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and is taken into account in determining the "adjusted financial statement income" for purposes of comparing the federal alternative minimum tax imposed on Applicable Corporations (as defined in Section 59(k) of the Code). See "TAX EXEMPTION" herein.

* Preliminary, subject to change.

	Interest on the Series 2026 Bonds is not exempt from present Wisconsin income or franchise taxes.
Professional Consultants:	*Airport Consultants:* Unison Consulting, Inc. Chicago, Illinois
Trustee/Paying Agent:	U.S. Bank Trust Company, National Association
Record Date:	The 15th day of the month preceding each payment date.
Legal Matters:	Legal matters incident to the authorization and issuance of the Series 2026 Bonds are subject to the opinions of Quarles & Brady LLP, Milwaukee, Wisconsin and Emile Banks & Associates, LLC, Milwaukee, Wisconsin, Co-Bond Counsel, as to validity and federal tax exemption. The opinions will be substantially in the form set forth in Appendix D attached hereto. Emile Banks & Associates, LLC has not participated in the preparation of this Official Statement, except for information under the headings "DESCRIPTION OF THE SERIES 2026 BONDS" and "TAX EXEMPTION". Quarles & Brady LLP has been retained by the County to serve as disclosure counsel to the County with respect to the Series 2026 Bonds. Certain legal matters will be passed upon for the County by the Milwaukee County Corporation Counsel Office and for the Underwriter by Butler Snow LLP.
Book-Entry-Only:	The Series 2026 Bonds will be issued as book-entry-only securities through The Depository Trust Company.
No Litigation:	There is currently no litigation pending or, to the best of certain County officials' knowledge, threatened, which questions the validity of the Series 2026 Bonds or of any proceedings of the County taken with respect to the issuance or sale thereof.

This Preliminary Official Statement is in a form deemed final as of its date for purposes of Rule 15c2-12 but is subject to minor revision or amendment in accordance with Rule 15c2-12. No later than seven business days following the award of the Series 2026 Bonds, the County shall provide copies of the final Official Statement, as that term is used in Rule 15c2-12, to the purchasers of the Series 2026 Bonds.

Questions regarding the Series 2026 Bonds or the Official Statement can be directed to Pamela Bryant, Director of Capital Finance, Milwaukee County Comptroller's Office, 901 North Ninth Street, Room 301, Milwaukee, Wisconsin 53233, (414/391-9512) or PFM Financial Advisors, LLC, 9000 West Chester Street, Suite 100, Milwaukee, Wisconsin 53214, (414/771-2700).

INTRODUCTION

This Official Statement is furnished to provide information regarding the Series 2026 Bonds. The Series 2026 Bonds are issued pursuant to the Constitution and laws of the State of Wisconsin, including Section 66.0621 of the Wisconsin Statutes, and resolutions adopted by the County Board of Supervisors of the County (the "County Board").

The Series 2026 Bonds are being issued pursuant to the General Bond Resolution adopted by the County Board on June 22, 2000, which established an airport revenue bond program (as amended from time to time, the "General Bond Resolution"), and supplemental resolutions adopted by the County Board of Supervisors on March 19, 2026 (the "2026 Supplemental Resolutions" and together with the General Bond Resolution, the "Bond Resolutions").

The Series 2026A Bonds are being issued to finance various improvements at General Mitchell International Airport, as described further in "PLAN OF FINANCE" herein. The Series 2026B Bonds are being issued to refund all outstanding maturities of the County's Airport Revenue Refunding Bonds, Series 2016A (AMT), dated November 10, 2016 (the "Refunded Bonds"), which were issued to refund various outstanding obligations of the County as described further in "PLAN OF FINANCE" herein.

The County owns and operates General Mitchell International Airport a/k/a Milwaukee Mitchell International Airport (the "Airport") and Lawrence J. Timmerman Airport ("Timmerman Airport"), which together comprise the Milwaukee County Airport System (the "Airport System"). The Airport System is a division within the County's Department of Transportation, and is accounted for as an enterprise fund in the County's financial statements. See APPENDIX B "AIRPORT SYSTEM FINANCIAL INFORMATION."

The Airport, a medium hub airport, is Wisconsin's largest and busiest airport located on approximately 2,331 acres approximately six miles south of downtown Milwaukee. The airfield at the Airport currently contains two air carrier runways and three other runways[1]. The terminal complex consists of a main terminal building and two active passenger concourses, with 32 gates currently in use. The third concourse is currently unused and closed, with its demolition and reconstruction, which began in September 2025 and anticipated to be completed in 2027. The Airport also contains a six-level parking structure for automobile parking and rental car operations. See "THE AIRPORT SYSTEM" for a description of the Airport System's facilities, governance and operating results.

Origin and Destination ("O&D") passengers – those persons beginning or ending their journey at the Airport – accounted for over 99% of total Airport enplanements in Calendar Year ("CY") 2025. According to preliminary data from the July 2026 FAA Air Carrier Activity Information System ("ACAIS"), the Airport ranked 57th among U.S. commercial service airports based on CY 2025 revenue enplanements.

The Airport is served by each of the industry's four major domestic airlines, which accounted for 91.3% of enplanements in CY 2025. Including affiliates, Southwest Airlines ("Southwest") accounted for 40.1%; Delta Air Lines ("Delta"), 24.7%; American Airlines ("American"), 15.4%; and United Air Lines ("United"), 11.1% of enplaned passengers in CY 2025. Frontier, Spirit, Alaska, and other smaller airlines accounted for the remaining 8.7%. Low-cost carriers ("LCCs") including Southwest, and ultra-low cost carriers ("ULCCs") including Frontier, Spirit, and Sun Country accounted for just under 47% of enplanements in CY 2025. See "INVESTMENT CONSIDERATIONS – Growth of Low-Cost Carriers."

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[1] Two of these runways are scheduled to be decommissioned and then subsequently removed. The environmental review phase has been completed, with an estimated decommission and removal beginning in 2027.

Low-Cost and Ultra Low-Cost Carriers Serving MKE								Jan-May
Passenger Airline	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**YTD2026**
Low-Cost Carriers								
JetBlue Airways				•	•	•	•	•
Southwest Airlines	•	•	•	•	•	•	•	•
Ultra -Low Cost Carriers								
Allegiant Air	•		•	•	•	•	•	•
Frontier Airlines	•	•	•	•	•	•	•	•
Sun Country Airlines	•	•	•	•	•	•	•	•

The County has executed substantially similar airline-airport use and lease agreements (the "AULA") with nine signatory airlines (the "Signatory Airlines") as of July 2016, providing the terms and conditions upon which the Signatory Airlines use the Airport. The Signatory Airlines to the 2016 agreement are Alaska, American, Air Canada, Delta, Frontier, Southwest, United, FedEx and UPS. The County executed an amendment with each Signatory Airline to extend the term of the AULA for an additional five years ending December 31, 2020. Due to the COVID-19 Pandemic, Airport Management and the Airlines agreed to extend the agreement for 2021 and then once more to cover 2022 through 2023. The Amended Airport Use and Lease Agreement (the "Amended AULA") became effective January 1, 2024, for five years, expiring on December 31, 2028. The Amended AULA retains most of the provisions of the AULA, which went into effect on October 1, 2010, including the cost center residual rate methodology. The signatories to the Amended AULA are Alaska, American, Delta, Frontier, Southwest, Spirit[2], Sun Country, United, FedEx and UPS. Air Canada did not sign the Amended AULA, and JetBlue changed its status to non-signatory as the Airport began the Amended AULA term of CYs 2024-2028. See "AIRLINE-AIRPORT USE AND LEASE AGREEMENT" and Appendix F – "SUMMARY OF AIRLINE LEASES" herein, for a more detailed description of the Amended AULA.

Unison Consulting, Inc., the Airport System's airport consultant ("Unison" or the "Airport Consultant") has prepared an airport consultant letter (the "Consultant Letter") summarizing certain information relating to the Airport's financial operations and projecting debt service coverage through 2031, which appears as APPENDIX A hereto.

Capitalized terms used herein, which are not defined herein, have the meanings given them in APPENDIX C "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION – Definitions of Certain Terms."

DESCRIPTION OF THE SERIES 2026 BONDS

General

The Series 2026 Bonds shall be dated the date of delivery, and shall bear interest at the rates and shall mature on the dates as set forth on the inside cover page of this Official Statement. Interest on the Series 2026 Bonds is to be computed on the basis of a 360-day year of twelve 30-day months. The payment of interest on the Series 2026 Bonds shall be made on June 1, 2027 and on each December 1 and June 1 thereafter until maturity (each an "Interest Payment Date"). Interest payments shall be made by check or draft of the U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), as successor trustee under the Bond Resolutions (the "Trustee") in lawful money of the United States of America to the owners listed on the bond register as of the close of business on the fifteenth day of the calendar month next preceding each such Interest Payment Date. The principal of the Series 2026 Bonds shall be made in lawful money of the United States of America only upon presentation at the principal corporate trust office of the Trustee, except when held by the Depository Trust Company ("DTC") as described below.

[2] Spirit no longer operates at the Airport, having gone out of business and shutdown as of May 2, 2026.

The Series 2026 Bonds will be issued as fully registered bonds without coupons in denominations of $5,000 and any multiple thereof, and, when issued, will be registered in the name of Cede & Co., as nominee of DTC, New York, New York. DTC will act as securities depository of the Series 2026 Bonds. Individual purchases will be made in book-entry form only, in the principal amount of $5,000 and multiples thereof. Purchasers will not receive certificates representing their interest in the Series 2026 Bonds purchased. Principal and interest will be paid to DTC, which will in turn remit such principal and interest payments to its participants, for subsequent disbursement to the beneficial owners of the Series 2026 Bonds. (See APPENDIX G - "BOOK-ENTRY-ONLY SYSTEM" herein.) So long as Cede & Co. is the registered owner of the Series 2026 Bonds as nominee, references herein to the bondholders, owners or registered owners of the Series 2026 Bonds shall mean Cede & Co., as nominee of DTC and shall not mean the beneficial owners of the Series 2026 Bonds.

Transfer, Registration and Exchange of Series 2026 Bonds

If the Series 2026 Bonds are no longer held in book-entry-only form, the Series 2026 Bonds will be transferable at the designated corporate trust office of the Trustee by the registered owner in person, or by the owner's attorney duly authorized in writing, upon surrender of the Series 2026 Bonds together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or its duly authorized attorney, and thereupon the County shall issue in the name of the transferee a new registered Series 2026 Bond of the same aggregate principal amount and interest rate and maturity as the surrendered Obligation. The Series 2026 Bonds may also be exchanged, alone or with other Series 2026 Bonds of the same interest rate and maturity, at the principal office of the Trustee, for a new Series 2026 Bond of the same aggregate principal amount, interest rate and maturity, without transfer to a new registered owner in authorized denominations.

Transfers, registrations and exchanges of the Series 2026 Bonds shall be without expense to the owner, except that any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owner requesting the transfer, registration or exchange as a condition precedent to the exercise of the privilege; and no transfers, registrations and exchanges shall be required to be made during the 15 days next preceding an interest payment date for the Series 2026 Bonds, nor during the 45 days next preceding the date fixed for redemption of the Series 2026 Bonds.

Optional Redemption

The Series 2026A Bonds maturing on or before December 1, 2035 are not subject to optional redemption prior to their stated dates of maturity. The Series 2026A Bonds maturing on and after December 1, 2036 are subject to optional redemption, in whole or in part, in maturities as selected by the County on any date on or after December 1, 2035 at a price of par plus accrued interest to the redemption date. The Series 2026B Bonds are not subject to redemption prior to maturity.

SECURITY FOR THE SERIES 2026 BONDS

Pledge of Net Revenues

The Series 2026 Bonds are special obligations of the County, and are being issued on parity with the County's currently outstanding airport revenue bonds issued pursuant to the General Bond Resolution (collectively, with the Series 2026 Bonds, the "Outstanding Bonds") listed below and any additional airport revenue bonds which may hereafter be issued by the County pursuant to the General Bond Resolution (with the Outstanding Bonds, the "Bonds"), as provided in the General Bond Resolution:

- Airport Revenue Refunding Bonds, Series 2016A (AMT) (the "Series 2016A Bonds")*;
- Airport Revenue Refunding Bonds, Series 2019A (the "Series 2019A Bonds");
- Airport Revenue Refunding Bonds, Series 2023A (AMT) (the "Series 2023A Bonds");
- Airport Revenue Refunding Bonds, Series 2023B (AMT) (the "Series 2023B Bonds");
- Airport Revenue Bonds, Series 2024A (AMT) (the "Series 2024A Bonds");
- Airport Revenue Bonds, Series 2025A (AMT) (the "Series 2025A Bonds").

*Denotes Outstanding Bonds expected to be refunded by the Series 2026B Bonds.

The principal of and premium, if any, and interest on the Series 2026 Bonds are payable solely from, and are secured equally and ratably by, a pledge of the Net Revenues derived from the Airport System. The 2026 Supplemental Resolutions include pledged PFC Revenues as Airport System Revenues to the extent that any of the Series 2026 Projects are eligible for PFC funding. In accordance with the related Bond Resolutions, such PFC Revenues, if any, will be deposited in the Special Redemption Fund. See "AIRPORT SYSTEM REVENUES – PFC Pledged Revenues" and "AIRPORT SYSTEM INDEBTEDNESS – Airport Revenue Debt by Payment Source" for information regarding PFC Revenues.

Revenues of the Airport System

The "Net Revenues" of the Airport System that are pledged to the payment of the Series 2026 Bonds under the General Bond Resolution are defined for any period as the aggregate of Revenues for such period, after deducting the aggregate of the Operation and Maintenance Expenses for such period. The "Revenues" of the Airport System are defined under the General Bond Resolution to include all moneys received from any source by the Airport System or the County with respect to the Airport System, including without limitation all rates, fees, charges, rents and other income derived from the ownership or operation of the Airport System. Revenues shall not include PFC Revenues, except to the extent that PFC Revenues are specifically designated as included in Revenues by a Supplemental Resolution. In addition to PFCs, unless otherwise provided by a Supplemental Resolution, Revenues also do not include (a) the proceeds of Series 2026 Bonds or other borrowings, (b) the proceeds of grants or gifts for limited purposes or the proceeds of the disposition of property financed with such gifts or grants, (c) condemnation or insurance proceeds, except for business interruption insurance, (d) income and revenue from properties and facilities not included in the Airport System and (e) Special Facility Revenues (see "Issuance of Subordinate Securities and Special Facility Bonds"). "Operation and Maintenance Expenses" of the Airport System are defined to include the reasonable and necessary expenses (under generally accepted accounting principles) of administering, operating, maintaining, and repairing the Airport System, but exclude the costs of capital improvements to the Airport System, reserves, payment of the Series 2026 Bonds or other indebtedness, allowances for depreciation and capital replacements, and operation and maintenance expenses pertaining to any Special Facilities. See "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION – Definitions of Certain Terms."

Rate Covenant

The County has covenanted in the General Bond Resolution to establish and impose such schedule of rates, rentals, fees and charges for the use and services of and the facilities and commodities furnished by the Airport System, and to revise the same from time to time when necessary, and collect the income, rents, receipts and other moneys derived therefrom, so that in each fiscal year the Revenues will be at all times at least sufficient to provide for the payment of all amounts necessary to make the required deposits in such fiscal year to the funds provided in the General Bond Resolution.

The General Bond Resolution contains a covenant (the "Rate Covenant") requiring the County to establish and collect such rates, rentals, fees and charges sufficient so that in each fiscal year the Net Revenues, together with Other Available Funds (defined as the amount of unencumbered funds on deposit or anticipated to be on deposit on the first day of the fiscal year in the Coverage Fund and the Surplus Fund in an amount up to 25% of debt service in the fiscal year), will be at least equal to 125% of debt service on all Bonds then Outstanding, including, without duplication, any repayment or other obligations incurred by the County in respect of draws or other payments or disbursements made under a credit facility, but only if such obligations have a lien on revenues on the same priority as the lien of the Outstanding Bonds. PFC Revenues are treated as Revenues under the Rate Covenant only to the extent they are specifically designated as Revenues in the respective Supplemental Resolutions authorizing the bonds. PFC Revenues are pledged to the payment of the Series 2019A Bonds, Series 2023A Bonds, Series 2023B Bonds, Series 2024A Bonds, Series 2026A Bonds, and the Series 2026B Bonds as described under "SECURITY FOR THE BONDS - Revenues of the Airport System" above and "AIRPORT SYSTEM REVENUES – PFC Pledged Revenues."

Failure to comply with the Rate Covenant does not constitute a default by the County under the General Bond Resolution if (i) the County promptly (a) causes an airport consultant to make a study for the purpose of making recommendations with respect to rates, rentals, fees and charges for the Airport System in order to provide funds for all the payments and other requirements described above; (b) considers the recommendations of such airport consultant; and (c) takes such action as the County, in its discretion, deems necessary to comply with the Rate Covenant, and (ii) in the following fiscal year, Net Revenues, together with Other Available Funds, are at least sufficient to meet the Rate Covenant.

Reserve Account

Under the General Bond Resolution, the County has established a Reserve Account within the Special Redemption Fund into which is deposited and maintained the Reserve Requirement, an amount equal to the least of (i) maximum annual debt service on the Bonds then Outstanding during the then-current or any future fiscal year, (ii) 125% of the average annual debt service on the Bonds then Outstanding, or (iii) 10% of the principal amount (as defined in the General Bond Resolution) of all Bonds then Outstanding upon original issuance thereof, but shall not in any event exceed the maximum amount permitted to be on deposit in the Reserve Account pursuant to the Code, and the regulations issued thereunder. The moneys on deposit in the Reserve Account shall be used and applied to pay principal or mandatory sinking fund installments and interest on the Bonds then Outstanding due and owing when a deficiency exists in the amounts on deposit for such purpose in the Interest and Principal Account of the Special Redemption Fund. Investments in the Reserve Account are valued at the market value thereof unless the Trustee determines that a lower valuation is necessary by reason of uncertainty of payment thereof or anticipated loss thereon prior to maturity. The monies so drawn from the Reserve Account shall be replenished from rates and charges imposed under the Amended AULA in that fiscal year.

In lieu of the deposit of moneys in the Reserve Account, the County, at any time, may cause to be credited to the Reserve Account a letter or line of credit, policy of bond insurance, surety bond, guarantee or similar instrument issued by a financial, insurance or other institution and which provides security and/or liquidity in respect of the Bonds then Outstanding (a "Credit Facility") for the benefit of the bondholders equal to the difference between the Reserve Requirement and all other amounts then on deposit in the Reserve Account. The Credit Facility shall be payable on any date on which moneys will be required to be withdrawn from the Reserve Account and applied to the payment of the principal of or interest on any Bonds when such withdrawals cannot be made by amounts credited to the Reserve Account.

The Reserve Account is funded fully with cash on the date of this Official Statement and will continue to be so upon the issuance of the Series 2026 Bonds. The Reserve Requirement balance is expected to be $_____* upon the closing of the Bonds.

Flow of Funds

The County will set aside and deposit all Revenues, including PFC Revenues, into the Airport Revenue Fund established by the General Bond Resolution and apply all monies on deposit therein at such times and in accordance with the priorities established in the General Bond Resolution. The County Treasurer may accumulate Revenues as received from time to time and shall cause the transfer of such accumulated Revenues to the funds and accounts established under the General Bond Resolution monthly. The Special Redemption Fund will be held by the Trustee pursuant to the General Bond Resolution. Only PFC Revenues specifically designated for the payment of debt service pursuant to a Supplemental Resolution (and only PFC Revenues which are so pledged) shall be deposited into the Special Redemption Fund. All other funds and accounts will be held by the County. The funds and accounts established by the Bond Resolutions and their priority of payment are set forth in the following table. See APPENDIX C "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION – Definitions of Certain Terms" for a definition of Revenues.

(The remainder of this page has been left blank intentionally.)

* Preliminary, subject to change

MILWAUKEE COUNTY AIRPORT SYSTEM
FLOW OF FUNDS PER GENERAL BOND RESOLUTION

Revenues

REVENUE FUND

Transfer ALL PFC Revenue to PFC Revenue Account

PFC REVENUE ACCOUNT

Transfer PFC-Eligible Revenues

OPERATION AND MAINTENANCE FUND

Pay all current O&M Expenses

SPECIAL REDEMPTION FUND

(Includes: Interest and Principal Account; Reserve Account; and Capitalized Interest Account)

Pay debt service requirements on Bonds and fund any deficiencies in Reserve Account

O&M RESERVE FUND

Maintain reserve equal to one-sixth (1/6) of estimated annual O&M Expenses

COVERAGE FUND

Maintain an amount equal to 25% of annual debt service

CAPITAL IMPROVEMENT RESERVE FUND

To fund capital improvements in accordance with the Amended AULA and to pay debt service on subordinate debt

SURPLUS FUND

1.) Fund ADFA - requirement as set forth in the Amended AULA
2.) Fund Airport Development Fund Depreciation Account – requirement as set forth in the Amended AULA

The General Bond Resolution provides that, except as otherwise provided therein, all income from the investment of any fund or account established under the General Bond Resolution (including net profit from the sale of any investment) shall be retained in that fund or account until such fund or account is fully funded in accordance with the terms of the General Bond Resolution, and, thereafter, shall be treated as Revenues and deposited in the Revenue Fund, except that all income from the investment of the Reserve Account, when the Reserve Requirement is on deposit therein, shall be transferred to the Interest and Principal Account and used for the purposes thereof. For the period until the date of substantial completion of a project financed by Bonds (or until the project is discontinued) income accruing from investment of the proceeds of Bonds issued to finance or refinance the project which have been deposited in the Capitalized Interest Account, the Construction Fund or the Reserve Account, including income on the income, shall when received be deposited in the Construction Fund, or, if so directed by the County, in the Interest and Principal Account, or as otherwise provided by the Supplemental Resolution under which the Bonds are issued for the project. Any loss from investment of a fund or account shall be charged to the fund or account but, unless otherwise made up, shall be set off against income from investment of the fund or account, which would otherwise be deposited in another fund, or account. See APPENDIX C "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION - Creation of Funds; Flow of Funds."

Additional Bonds

The General Bond Resolution permits the issuance of one or more additional series of Bonds on a parity with the Bonds then Outstanding ("Additional Bonds") upon certain conditions. Any such series of Additional Bonds may be issued only upon the filing of the following with the Trustee:

(1) (a) A certificate of the County that to the best of the knowledge and belief of the authorized officer executing the certificate, no event of default exists and, (b) a certificate of the Trustee that there is no event of default of which it has actual knowledge;

(2) A certificate of the County, executed on its behalf by an authorized officer, setting forth (a) the Net Revenues for the last audited fiscal year and (b) the maximum debt service (including, without duplication, related Credit Facility Obligations) on all Bonds then Outstanding and the Additional Bonds to be issued in any fiscal year; and demonstrating that such Net Revenues, together with Other Available Funds, equal an amount not less than 125% of such debt service (including, without duplication, related Credit Facility Obligations); or, alternatively, a certificate prepared and signed by an Airport Consultant, setting forth for each of the three fiscal years commencing with the fiscal year following that in which the projects financed by such Additional Bonds are estimated to be completed, the projected Net Revenues, the projected Other Available Funds, and the maximum debt service on all Bonds then Outstanding and the Additional Bonds to be issued in any fiscal year; and demonstrating that for each such fiscal year the projected Net Revenues, together with the projected Other Available Funds, will be in an amount not less than 125% of such debt service (including, without duplication, related Credit Facility Obligations);

(3) A certified copy of the Supplemental Resolution providing for the issuance of the Additional Bonds; and

(4) An opinion of bond counsel that the conditions precedent to the issuance of the Additional Bonds have been satisfied.

Completion Bonds. The certificates required by subparagraph (2) above shall not be required in connection with the issuance of Additional Bonds to pay costs of completing a project for which Bonds have been previously issued; provided that the principal amount of such Additional Bonds issued under this paragraph shall not exceed 15% of the original principal amount of the Bonds previously issued for such project; and provided further that Additional Bonds shall not be issued under this paragraph unless there has been filed with the Trustee a certificate of the consulting engineer (i) stating that the project has not materially changed from its description in the Supplemental Resolution authorizing the Bonds initially issued to pay the project costs of the project, (ii) estimating the revised aggregate project costs of the project, (iii) stating that the revised aggregate project costs of such project cannot be paid in full with moneys available for such project in the Construction Fund, and (iv) stating that the issuance of the Additional Bonds is necessary to provide funds for the completion of the project.

Refunding Bonds. The certificates required by subparagraph (2) above shall not be required in connection with the issuance of Additional Bonds to refund Bonds, provided that the average annual debt service on the refunding bonds shall not be greater than the average annual debt service on the Refunded Bonds, but such certificates shall be required in the case of Additional Bonds issued to refund obligations other than Bonds (including the issuance of Additional Bonds to retire notes issued in anticipation of Bonds) as if the Additional Bonds were being issued for the projects financed by the refunded bonds.

Issuance of Subordinate Securities and Special Facility Bonds

The General Bond Resolution provides that the County may issue subordinate lien securities for the purpose of the Airport System payable from the Revenues deposited in the Capital Improvement Reserve Fund. The General Bond Resolution also includes provisions under which the County may issue Special Facility Bonds for the purpose of constructing a Special Facility at the Airport. A Special Facility is any facility, structure, equipment or other property, real or personal, which is at the Airport or a part of any facility or structure at the Airport and which is designated as a Special Facility by a Supplemental Resolution. Such Supplemental Resolution shall provide that revenues earned by the County from or with respect to such Special Facility shall constitute Special Facility Revenues and shall not be included as Revenues. Any such Special Facility Bonds are required to be payable solely from Special Facility Revenues and will not be a charge or claim against the Revenue Fund or any other fund or account designated in the Bond Resolutions. For a summary of the conditions for the issuance of Special Facility Bonds, see APPENDIX C "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION – Issuance of Subordinate Securities and Special Facility Bonds." There are no subordinate lien securities or Special Facility Bonds outstanding as of the date of this Official Statement.

PLAN OF FINANCE

Authorization and Purpose

The County Board adopted the 2026 Supplemental Resolutions authorizing the issuance of the Series 2026 Bonds on March 19, 2026. The Series 2026 Bonds are being issued on parity with the other Outstanding Bonds. Pursuant to the 2026 Supplemental Resolutions, the County Board delegated to the Comptroller of the County the authority to accept on behalf of the County a proposal for the purchase of the Series 2026 Bonds so long as the proposal satisfies the terms and conditions of the 2026 Supplemental Resolutions.

The proceeds of the Series 2026A Bonds will be used to finance various improvements at General Mitchell International Airport as described below, to fund the Reserve Account if necessary, and to pay the cost of issuing the Series 2026A Bonds.

Airfield Projects:

1. **Fuel Farm Roadway Reconstruction (Design)** – This project will rehabilitate deteriorated pavement within the Fuel Farm, improve drainage, and extend the useful life of this critical airfield infrastructure. The pavement is past its useful life and has not been rehabilitated in over 20 years. The Series 2026A Bond proceeds will fund design work, including soil testing and storm sewer investigation, if needed. The scope of eventual construction work will include, where needed, roadway replacement, subgrade repair, replacement or addition of underground utilities, pavement marking, and other associated items. Construction is expected to be completed in 2028.

2. **Rehabilitation Bullseye (Construction)** – This project involves construction to rehabilitate the pavement at the intersection of Runways 1L-19R and 7R-25L (the "Bullseye") and the adjacent pavement along the two main Runways 7R-25L and 1L-19R. It includes rehabilitation of asphalt and concrete pavement, totaling approximately 30,787 square yards. The project also includes grooving, pavement marking, and storm sewer work. Lighting, marking, and signage requirements will be determined during the design process. This project has an estimated completion date of 2026.

3. **Rehabilitation of Taxiway F (between Runway 19R and Taxiway H) (Construction)** – This project rehabilitates Taxiway F between Runways 1L/19R and 7L/25R, an important taxiway serving Runway 7L/25R and tenants in the northeast corner of the Airport. Pavement testing in 2020 yielded a Pavement Condition Index (PCI) of 50—a PCI at or below 65 indicates the need for major rehabilitation. The pavement has reached the point where major rehabilitation is warranted to preserve operational reliability, extend its useful life by 10 years, and avoid more costly reconstruction in the future. Construction is expected to be completed in 2026.

Terminal Projects:

1. **International Arrival Terminal (IAT) (Construction)** – This project involves the construction of a new IAT in the same location as Concourse E. The new building will have two gates that will serve both domestic and international arrivals/departures and will contain a Federal Inspection Station facility that meets the current design standards of the Department of Homeland Security. The construction began in September 2025 and is expected to be completed in October 2027. Demolition has been completed, and structural construction is underway. Series 2026A Bond proceeds will fund the projected funding needs for 2026.

2. **Surface Lot Rehabilitation (Design)** – This project involves design work to rehabilitate the Airport's surface parking lot, including soil testing, if needed, and storm sewer investigation. The scope of eventual construction work includes asphalt replacement or overlay, subgrade repair, replacement of underground utilities, fencing, pavement marking, and associated site improvements. This project is estimated to start in 2026 and be completed by 2027. Construction is anticipated in 2028.

3. **Employee Parking Lot Rehabilitation (Design)** – This project involves design work to rehabilitate the Employee Parking Lot, replacing deteriorated pavement that has exceeded its useful life. Construction is expected to be completed in 2028.

4. **Passenger Loading Bridge Replacement – Part 2 – 2026 (Design)** – This phase of the Airport's multi-year passenger loading bridge replacement program includes the design for the replacement of loading bridges at nine passenger gates C9, C20, C21, D30, D47, D51, D52, D53, and D57 in concourses C and D, together with associated modifications to fuel pits, foundations, utilities, security systems, and related infrastructure. Construction is expected to be completed in 2028-2031.

Apron Projects:

1. **North Apron Rehabilitation (Construction)**– This project involves construction to rehabilitate approximately 25,600 square yards of pavement (concrete and asphalt) on the North Apron, along with associated drainage structures, storm sewer pipe replacement, minor site restoration, and pavement marking. A 2016 condition assessment found PCI values ranging from 02 to 40, well below the 65 threshold for major rehabilitation. Construction is expected to be completed in 2026.

The proceeds of the Series 2026B Bonds along with funds on hand of the County will be used to refund all outstanding maturities of the Refunded Bonds as presented at the call date below, and to pay the cost of issuing the Series 2026B Bonds.

Refunded Bonds – Series 2016A

Dated	Issue	Refunded Maturities	Amount Refunded	Call Date
11/10/2016	Airport Revenue Refunding Bonds, Series 2016A (AMT)	2026-2032	$21,910,000	12/01/2026

The Refunded Bonds were issued to refund the 2016-2030 maturities of the Airport Revenue Bonds, Series 2005A, dated December 22, 2005 (the "Series 2005A Bonds"), the 2016-2031 maturities of the Airport Revenue Bonds, Series 2006A, dated November 16, 2006 (the "Series 2006A Bonds"), and the 2016-2032 maturities of the Airport Revenue Bonds, Series 2007A, dated November 15, 2007 (the "Series 2007A Bonds").

SOURCES AND USES OF FUNDS

The proceeds of the Series 2026 Bonds will be applied as follows.

Sources and Uses

Estimated Sources:	Series 2026A Bonds*	Series 2026B Bonds*
Par Amount	$14,060,000	$17,865,000
Original Issue Premium		
Total Sources of Funds		
Estimated Uses:		
Project Fund Deposit		
Refunding Escrow Deposit		
Debt Service Reserve Fund		
Estimated Costs of Issuance/Underwriter's Discount		
Additional Proceeds		
Total Uses of Funds		

* Preliminary, subject to change.

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THE COUNTY

General

The County is located in southeastern Wisconsin on the Lake Michigan shoreline. The County covers an area of approximately 242 square miles and consists of 10 cities and nine villages. The City of Milwaukee, which is the County seat, contains approximately 61% of the County's population and 46% of its taxable property value. The County serves as the population, economic and financial center of the state.

The County was first incorporated in 1835 by the Michigan Territorial Government. In 1837, territory was removed from the County by the Wisconsin Territorial Legislature. Nine years later, territory was removed again, and the County attained its present size.

Government and Administration

The County is governed by a County Executive and an 18-member County Board. The County Executive is elected on a nonpartisan basis to a four-year term. County Board supervisors are elected on a nonpartisan basis to two-year terms. Each supervisor is elected from a district with an average population of approximately 53,000. In addition, six constitutional and two statutory officers are elected on a partisan basis to serve four-year terms as shown below.

County Officials

(Year first sworn into office follows name)

County Executive:	David Crowley (2020)*
County Clerk:	George L. Christenson (2017)
Register of Deeds:	Israel Ramón (2019)
Treasurer:	David Cullen (2014)
Clerk of Circuit Court:	Anna Maria Hodges (2022)
Sheriff:	Denita R. Ball (2022)
District Attorney:	Kent Lovern (2025)
County Comptroller:	Liz Sumner (2024)

Board of Supervisors

Marcelia Nicholson - Chairwoman (2016)
Steven Shea - 1st Vice Chairperson (2018)
Priscilla E. Coggs-Jones - 2nd Vice Chairperson (2021)

Deanna Alexander (2022)
Justin Bielinski (2024)
Sky Z. Capriolo (2024)
Jack Eckblad (2024)
Caroline Gomez-Tom (2023)
Willie Johnson, Jr. (2000)
Patti Logsdon (2018)
Felesia A. Martin (2018)
Juan Miguel Martinez (2022)
Anne O'Connor (2024)
Shawn Rolland (2020)
Leevan D. Roundtree Jr. (2026)
Steve F. Taylor (2022)
Kathleen Vincent (2022)
Sheldon A. Wasserman (2016)

*Running for Governor in November, 2026.

County Executive's Office

The County was the first county in the State of Wisconsin to establish an executive branch. The following five cabinet officers are appointed by the County Executive to assist in carrying out these executive functions**:**

- Director - Department of Administrative Services
- Director - Department of Health and Human Services
- Director - Department of Human Resources
- Director - Department of Parks, Recreation and Culture
- Director - Department of Transportation

In addition, the County Executive appoints and manages heads of the following departments:

- Zoological Gardens
- Emergency Management
- Medical Examiner
- Strategy, Budget, and Performance
- Corporation Counsel
- Government Affairs
- Community Reintegration Center
- Office of Equity

Functions of the County Executive's office include: coordination and direction of administrative and management functions of the County government not otherwise vested by law in boards, commissions or other elected officers; appointment of department heads, except where statute provides otherwise, and members of boards and commissions, subject to confirmation by the County Board; preparation and submission of an annual County budget to the County Board; submission annually, and otherwise if necessary, of a message to the County Board setting forth the condition of the County and recommending changes and improvements in County programs and services; and review for approval or veto of all resolutions and ordinances enacted by the County Board.

Legislative

The County Board determines County policy and directs the activities of County government by the adoption of ordinances and resolutions, under authority vested in it by the Wisconsin Statutes. At its annual meeting in November of each year, the County Board adopts the next calendar year's budget. It meets regularly to transact official business, and its committees also meet regularly to hold hearings, gather information and take testimony preparatory to making recommendations to the full County Board.

The Chairperson of the County Board is elected by the members of the County Board following their election every two years and is responsible for presiding at County Board meetings; ruling on procedural matters; representing the County Board at official functions; and making appointments to County Board committees, special subcommittees, boards and commissions.

The standing committees of the County Board meet periodically and make recommendations to the County Board, which formally approves, modifies or disapproves those recommendations. Standing committees include:

- Finance
- Audit
- Personnel
- Committee of the Whole
- Intergovernmental Relations
- Health, Equity, Human Needs, and Strategic Planning
- Transportation and Transit
- Community, Environment and Economic Development
- Judiciary, Law Enforcement, and General Services
- Parks and Culture

County Employee Pension Benefits

The Milwaukee County Employees' Retirement System (the "MCERS") was established in 1938 and is a single-employer defined benefit pension plan. The MCERS was substantially noncontributory until 2011. In that year, employees were required under 2011 Wisconsin Act 10 ("Act 10") to begin contributing half of the Actuarial Required Contribution ("ARC") to the MCERS. Public safety employees are specifically exempted from this requirement under Act 10, but similar employee pension contributions have been negotiated with public safety worker unions. As of December 31, 2025, there were 12,335 participants with vested benefits in MCERS of which 7,559 are receiving benefits. The most recent valuation of the MCERS dated December 31, 2025 indicates a 76.8% funded status. This funded ratio is based on a Plan Fiduciary Net Position of $1,853,329,110 and a Total Pension Liability of $2,413,298,626.

The County established the OBRA 1990 Retirement System of the County of Milwaukee ("OBRA") to cover seasonal and certain temporary employees who are not enrolled in MCERS. As of December 31, 2025, there were 5,354 participants with vested benefits in OBRA of which 62 are receiving benefits. The most recent valuation of the OBRA dated December 31, 2025 indicates a 99.1% funded status. This funded ratio is based on a Plan Fiduciary Net Position of $5,461,742 and a Total Pension Liability of $5,510,843.

The Board of Trustees of MCERS has the responsibility for the overall performance of the Retirement System (MCERS and OBRA). The Board is the fiduciary of the MCERS and OBRA and is responsible for carrying out the investment functions solely in the interest of the members and benefit recipients. Requests for MCERS financial information should be sent to: MCERS, 901 N. 9th Street Room 210C, Milwaukee, WI 53233. Financial information regarding MCERS and OBRA can also be obtained at: https://county.milwaukee.gov/EN/Human-Resources/Retirement-Services/Financial-Reports. Such information is prepared by the entity maintaining such website, and no such information is incorporated herein by this reference.

2023 Wisconsin Act 12 ("Act 12") was enacted on June 20, 2023. Act 12 contained various provisions that have fiscal impacts to the County, including local government program funding for shared revenue, additional sales tax authority, and potential changes to MCERS. Act 12 provided the County with the option to increase its sales tax collection rate by 0.4%, from 0.5% to 0.9%, which the County adopted with sales tax collections beginning in January 1, 2024. The sales tax proceeds are only available to fund both the unfunded pension liability and Pension Obligation Bonds ("POBs") until the ERS is fully funded or thirty years, whichever is earlier.

Tax levy dollars that were previously spent on the unfunded pension liability are now available to support County services and to offset a structural deficit that is projected in future years. Because the County has adopted the sales tax increase, the County is required to have all new employees, who start after January 1, 2025, join the Wisconsin Retirement System ("WRS"). This resulted in a "soft close" of MCERS. There will be additional costs of joining WRS, since the continuing "normal cost" of that plan is higher than MCERS. However, WRS is one of the top-rated pension plans in the country and has historically had little to no unfunded liability.

Airport Pension Contributions and Liabilities

The Airport contributed a total of $3,550,896 in 2025 to the County for its active and retired employees' pensions, compared to $3,144,729 in 2024. These amounts make up a portion of the County's total contribution. The County contributed a total of $58,029,539 in 2024 and $71,920,497 in 2025. The most recently available net pension liability attributable to the Airport is as of December 31, 2024 and assumes a discount rate of 6.80%. The total net pension liability of the County was $686,488,433 in 2025. Of this amount, the Airport's net pension liability was $26,111,333. The Milwaukee County Employee Retirement System closed to new employees on Jan 1, 2025. Any new employees after that date become members of the Wisconsin Retirement System.

Below is a summary of the Airport's contributions and liabilities from 2025 and 2024:

	2025	2024
MCERS' net pension liability	$686,488,433	$729,360,482
Airport MCERS' net pension liability	26,111,333	29,351,559
ERS' County contribution	71,920,497	58,029,539
Airport contribution	3,550,896	3,144,729

With respect to costs related to active employees, pension costs are allocated based upon a percentage of active employees' pensionable wages (which excludes overtime and sick leave payouts). Beginning in 2018, with respect to retired employees, pension costs are allocated based on the 25-year historical number of full time equivalents ("FTE") by department and adjusting for the likelihood that those FTEs are currently receiving pension benefits. Prior to 2018, a three-year average of active pensionable wages were charged to the Airport.

County's Deficit and Five-Year Outlook

The County has experienced structural deficits since the Comptroller began publishing five-year forecasts in 2013 and expects to continue facing structural deficits. From 2027 to 2031, the average cost-to-continue, which assumes annual shortfalls are addressed without the use of one-time revenues or one-time expenditure reductions, is projected to be $33.7 million. Without long-term, sustainable solutions to the mounting fiscal pressures, the County could expect a structural deficit of $75.8 million in 2028 growing to $168.7 million by 2031, barring any unforeseen issues or significant changes to the assumptions within this forecast.

Structural Deficit and Cost-to-Continue
2027 - 2031

Year	Expenditure	Revenue	Structural Deficit	Cost-to-Continue*
2026	$ 1,303,437,046	$ 1,303,437,046	$ 0	$ 0
2027	$ 1,366,985,485	$ 1,316,137,623	$ (50,847,862)	$ (50,847,862)
2028	$ 1,409,350,808	$ 1,333,572,132	$ (75,778,677)	$ (24,930,815)
2029	$ 1,444,720,719	$ 1,340,424,479	$ (104,296,241)	$ (28,517,564)
2030	$ 1,493,009,402	$ 1,355,364,102	$ (137,645,300)	$ (33,349,059)
2031	$ 1,539,414,375	$ 1,370,702,784	$ (168,711,592)	$ (31,066,292)
			Average Cost-to-Continue:	**$ (33,742,318)**

*Cost-to-continue assumes that the prior year gap was eliminated with long-term solutions.

Other important notes about the Five Year Outlook are included below:

- The additional 0.4% sales tax is forecasted to provide $88.6 million in revenue in 2027, enough revenue to offset the $55.9 million Employee Retirement System ("ERS") unfunded actuarial accrued liability ("UAAL") cost, $21.7 million of the $36.7 million POBs payment, $8.8 million of the ERS normal cost, and an additional $2.3 million payment towards the ERS UAAL.
- Debt service levy increases by $9.1 million largely due to the final debt issuances for the for the Center for Forensic Science and Protective Medicine and prior capital commitments. General operating levy increases by $3.2 million resulting in a total property tax increase of $12.3 million. This forecast includes no assumptions about the County's new criminal courthouse other than maintaining the $15.8 million in tax levy funding across the five-year forecast.

- Forecasts have predicted that the Department of Transportation – Transit Division would require an additional $25.1 million in tax levy to support operations. This "fiscal cliff" was partially mitigated by tax levy increases in 2024 and 2026, but with federal stimulus funding fully exhausted by the end of 2026, an additional $15.7 million in property tax levy support in 2027 will be necessary, resulting in a total tax levy requirement of $44.6 million for transit operations.
- Steep increases in wages and employee benefits costs have significantly expanded the County's two largest cost centers - wage-related items ($327.6 million) and health, pension, and other benefits ($283.4 million). These two cost centers make up over 44.7% of the County's expenditure budget and are slated to grow by $36.1 million, or 6.2% in 2027.
- While the County's robust reserves offer temporary flexibility, the use of such revenues is constrained by State restrictions. Reserves may help alleviate one-time operational demands, but they cannot compensate for the persistent structural deficit that characterizes the County's financial landscape. The limitations on how reserves can be used mean they are not a long-term solution for stabilizing day-to-day County operations.

County Employee Other Post-Employment Benefits ("OPEB")

The County administers single-employer defined benefit healthcare and life insurance plans for retired employees. The plans provide health and life insurance contributions for eligible retirees and eligible spouses through the County's self-insured health insurance plan and the County's group life insurance plan. The County stopped providing post-retirement health care and life insurance for most employees who began work with the County after January 1, 1994. Employees who started prior to this date and worked 15 years with the County are eligible for post-retirement health care.

The County has adopted GASB 75 – Accounting and Financial Reporting by Employers for Post-Employment Benefits other than Pensions ("GASB 75"), which requires calculation of an OPEB liability. The County is on a pay-as-you-go basis for its OPEB liability and thus has not established a trust for the payment of these liabilities. The OPEB liability is the present value of the amounts needed to pay OPEB health and life benefits earned by each participant based on meeting minimum service requirements and eligibility rules as of the date of the actuarial valuation. In other words, it is a measure of the present value of benefits owed as of a particular date based on what has been earned only up to that date, without taking into account any benefits earned after that date.

An actuarial valuation report was prepared as of January 1, 2023 for the County, based on GASB 75. The County's liability for OPEB for all funds, excluding the Milwaukee County Transit System, was estimated at $685,041,000, based on a 4.28% discount rate. The discount rate used for an unfunded plan is based on a 20-year municipal bond yield, as required by GASB 75.

The OPEB income for the year ended December 31, 2025 for the County was $80.4 million, which included service cost of $1.4 million and interest cost on the OPEB liability of $28.0 million, and amortization of experience and assumption changes of ($109.8 million). The OPEB liability decreased by $34.4 million for 2025. The change in liability consisted of increases from OPEB service and interest costs of $29.4 million. Offsetting these increases were changes of assumptions of ($22.0) million and employer contributions of ($41.8) million.

Airport OPEB Contributions and Liabilities

The Airport has not made any incremental contributions toward funding the OPEB liability after 2024 of $1.3 million. This is due to a decrease of approximately $998,000 in the overall airport OPEB liability, from $26,543,000 in 2024, to $25,555,000 in 2025. The County's recorded OPEB contribution is greater than the amount calculated in the actuarial valuation. The difference reflects the County's financial reporting approach and has been appropriately reflected in the financial statements.

For active employees, the Airport's allocation is based on the number of FTE positions in the Airport for each pay period. Beginning in 2018, expenses related to retiree health care are allocated based on the 25-year historical number of FTEs by department and adjusting for the likelihood that those FTEs are currently receiving retiree healthcare benefits. Prior to 2018, the allocation for retirees was based upon the three-year average of active FTE employees for the Airport compared to the total FTEs of the County.

<u>**THE AIRPORT SYSTEM**</u>

General

The County owns and operates the Airport and Timmerman Airport, which together comprise the Airport System. The Airport is the major air carrier airport in Wisconsin, serving a primary air service area of approximately 1.6 million people and a total catchment area of approximately seven million people.

The County began operating its first airport in 1919. In 1926, the Airport opened the County's first terminal and Northwest Airlines began offering flights from Milwaukee to Chicago and Minneapolis. A two-story terminal building was constructed in 1940, and a new two-level terminal with 23 gates was added in 1955. In 1985, a greatly expanded terminal complex with larger concession, ticketing, and baggage claim areas was built. In 1990, 15 additional gates were added to Concourse D. In 2007, the Airport completed several terminal concourse improvement projects, which included improvements for Concourses C, D, and E. A 4,440-space parking garage was completed in 1980, which has been expanded to total approximately 8,005 public parking spaces currently.

Timmerman Airport is a general aviation reliever airport for the Airport, containing two paved runways and three instrument approaches.

The Airport System is accounted for as an enterprise fund within the County. The Airport System includes the operations of the Airport and Timmerman Airport.

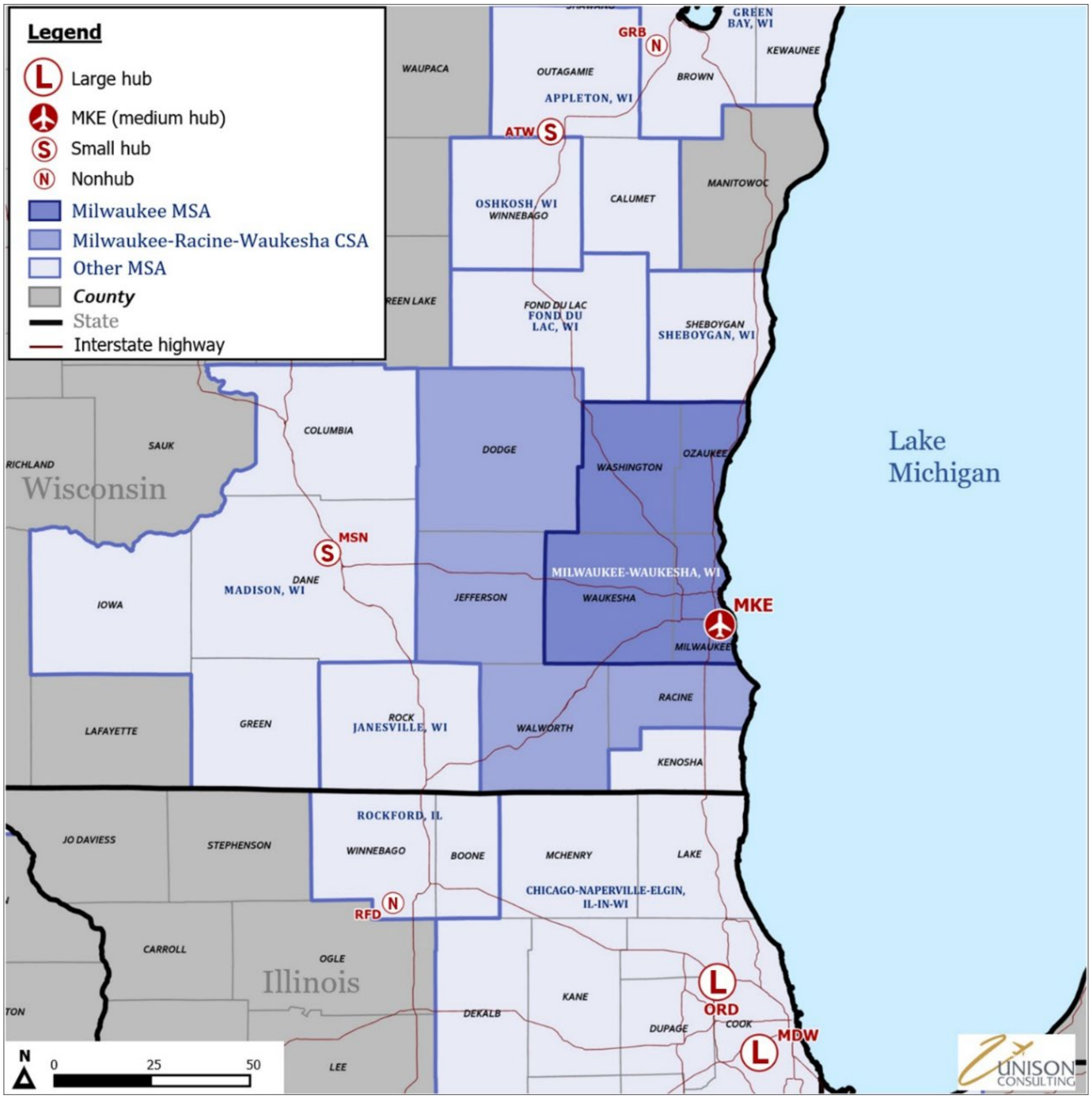
Included within APPENDIX B to this Official Statement is the Statement of Revenues, Expenses and Changes in Net Assets and Balance Sheet of the Airport System excerpted from the County's audited basic financial statements audited by Baker Tilly US, LLP for the years ended December 31, 2021 through 2025. The accounts of the Airport System are not separately audited.

The Airport System is economically self-sustaining and operates solely on revenue generated from operations and concessions, plus federal and state funding of primarily airfield improvements. For financial purposes, and in the calculation of airline rates and charges, the County combines the financial operations of the Airport and Timmerman Airport.

Airport Service Area

The Airport's primary service area has a population of approximately 1.6 million and includes the Milwaukee-Waukesha Metropolitan Statistical Area (Milwaukee MSA), which includes the counties of Milwaukee, Ozaukee, Washington, and Waukesha.

The Airport's Service Area



Public transportation in the Airport catchment area includes bus service to all major cities and train service between Chicago and Milwaukee. See APPENDIX A "AIRPORT CONSULTANT LETTER" for a description of the local Milwaukee economy.

Presence of Other Airports

The Airport is the major commercial service airport in Wisconsin. Located 73 miles from Chicago O'Hare International Airport and 98 miles from Chicago Midway Airport, the Airport's strategic location makes it an accessible alternative airport for Northern Illinois residents. The Airport is also able to capture traffic from markets served by the smaller regional airports, primarily because the Airport offers lower fares and more flights.

Other airports within approximately 130 miles of the Airport include Austin-Straubel International Airport in Green Bay (127 miles north of the Airport), Appleton International Airport (113 miles north of the Airport), Chicago/Rockford International Airport (99 miles southwest of the Airport) and Dane County Regional Airport in Madison (83 miles west of the Airport). The table on the following page includes a comparison of these surrounding airports.

MILWAUKEE MITCHELL INTERNATIONAL AIRPORT
LOCAL AREA COMMERCIAL SERVICE AIRPORTS

Airport Information				Distance from MKE		Enplanements			
Name	State	Code	FAA Hub	Miles	Drive Time	2019	2025	2019-2025 Change	Share of 2025 US EP
Chicago O'Hare	IL	ORD	Large	73	1h 12m	40,876,846	40,746,127	-0.3%	3.71%
Chicago Midway	IL	MDW	Medium	98	1h 41m	10,063,812	9,353,987	-7.1%	0.85%
Milwaukee Mitchell	WI	MKE	Medium	0	N/A	3,449,987	2,931,657	-15.0%	0.27%
Dane County Regional	WI	MSN	Small	83	1h 30m	1,152,652	1,217,276	5.6%	0.11%
Appleton	WI	ATW	Small	113	1h 55m	385,698	627,673	62.7%	0.06%
Austin Straubel	WI	GRB	Nonhub	127	1h 58m	339,279	348,774	2.8%	0.03%
Chicago Rockford	IL	RFD	Nonhub	99	1h 39m	113,962	143,494	25.9%	0.01%

Sources: FAA, Google Maps, U.S. Department of Transportation, and Unison Consulting, Inc.
Driving times vary by day of the week, time of day, and traffic.

Airport System Management

An Airport Director manages the Airport System. The County Executive appoints the Director of Transportation to whom the Airport Director reports. The Airport Director oversees 236 full-time equivalent employees. Key members of the Airport System Management include the Airport Director, the Director of Finance, the Director of Operations and Maintenance, and the Director of Business and Commercial Development.

Airport Director. Brian Dranzik, A.A.E., was appointed Airport Director in 2017 by the Milwaukee County Executive. Mr. Dranzik formerly held the position of Deputy Director of Transportation and then Director of Transportation for the County where he oversaw the divisions of Highway, Transit, Fleet, Administration, and the Airport from 2008 to 2017.

Mr. Dranzik earned his full accreditation as an Accredited Airport Executive in 2020. He holds a Master of Urban Planning degree from the University of Wisconsin-Milwaukee and has worked in transportation for over 20 years.

Director, Finance. Samta Bhatnagar was appointed as the Director of Finance in November 2024. Prior to joining the Airport, Ms. Bhatnagar was the Revenue Cycle Director for the Milwaukee County Department of Health and Human Services, and was responsible for revenue management from varied sources, including insurance, state, and federal organizations. Prior to that, she served as the Financial Administrator for the Milwaukee County Department on Aging and was responsible for all financial operations. She has been with the County since 2015 and has two decades of experience in various public and private sector financial roles. Ms. Bhatnagar holds a Master's in Business Administration degree from the University at Buffalo with concentrations in Finance and Accounting.

Director, Operations and Maintenance. Spencer Langhart, C.M., was appointed Director of Operations and Maintenance in 2024. Mr. Langhart previously held an airport position with the Dane County Regional Airport in Madison, Wisconsin. He earned his Certified Membership to the American Association of Airport Executives in 2022 and has 13 years of aviation and airport experience. Mr. Langhart holds a bachelor's degree in aviation administration from Western Michigan University.

Director, Business and Commercial Development. Matthew Hoffman, A.A.E., was appointed Director for Business and Commercial Development in 2018. Mr. Hoffman previously held positions at multiple airports including Portland International, Hillsboro, Troutdale, Gerald R. Ford International, and Abraham Lincoln Airports. He earned the status of Accredited Airport Executive from the American Association of Airport Executives in 2002 and has more than 28 years of experience in aviation/airports. Mr. Hoffman is also a commercial pilot and turbojet flight engineer. He earned a bachelor's degree in aviation business administration from Embry-Riddle Aeronautical University.

Facilities and Services

Airfield and Aircraft Parking Aprons. The Airport's existing airfield configuration consists of two air carrier runways and three other runways, as follows:

RUNWAY DESCRIPTIONS

	Runway 1L-19R	Runway 7R-25L	Runway 1R-19L	Runway 7L-25R	Runway 13-31
Length (ft)	9,990	8,300	4,182	4,797	5,537
Width (ft)	200	150	150	100	150
Instrumentation	-1L CAT III	-7R CAT I	-1R GPS	-7L GPS	-13 GPS
	-19R CAT I	-25L Localizer & GPS	-19L GPS	-25R GPS	-31 GPS
Pavement Material	Concrete & Asphalt	Concrete & Asphalt	Concrete & Asphalt	Concrete & Asphalt	Concrete & Asphalt

Runways 1L-19R and 7R-25L accommodate all air carrier operations, while Runways 1R-19L and 7L-25R serve general aviation propeller, piston, and turboprop aircraft. Runway 13-31 is available for certain air carrier operations, smaller jet aircraft, general aviation aircraft, and occasional commercial operations under specific wind conditions. The taxiway system provides access between all runway ends. In addition, Runways 1L-19R and 7R-25L are serviced by partial parallel taxiways and the other runways are served by either crossing runways or taxiways. All of the taxiways are 75 feet wide, except one, which is 50 feet wide. The terminal apron area surrounds all three concourses and totals approximately 70 acres. As noted in the updated Airport Master Plan approved in 2022, Runway 1R-19L and Runway 13-31 are scheduled to be decommissioned and then subsequently removed. The environmental review phase has been completed, with an estimated decommission and construction removal beginning in 2027. The removal of these runways is aimed at rightsizing the Airport's facilities. Once runway 1R-19L is decommissioned/removed, runway 1L-19R will change to runway 1-19. The Airport intends to use federal funding for design and construction associated with the decommissioning and removal of Runway 1R-19L and Runway 13-31.

Terminal Facilities. The Airport's main terminal complex contains approximately 810,000 square feet and is currently comprised of a central terminal building and two active passenger concourses, with 32 gates and corresponding hold-room areas. The third concourse, Concourse E was demolished in 2025. Following the demolition of Concourse E, construction of a new concourse, which will serve as the new International Arrivals Terminal ("IAT"), began in 2026 and is scheduled to be completed in 2027. Initially, this new space will have two gates with associated hold room areas and will serve international and domestic passenger flights. The existing IAT, located east of Concourse C and the terminal building, contains 20,830 square feet of space and has one additional gate. Following the completion of the new IAT project, there are no plans for the current IAT space.

Bridge structures connect the main level of the central terminal building to the concourses. The central terminal building consists of four levels. The basement level contains the inbound baggage delivery system, mechanical and utility equipment rooms, Airport storage rooms, concession storage rooms, and a tornado shelter. The ground or lower-level contains ticketing operations, airline offices, outbound baggage and support systems, baggage claim, and baggage service offices. The second level contains concessions, the hold-room areas located in the concourses, administrative offices, a first aid center, and an aviation museum. The Airport operations offices and the control center room are on the mezzanine level.

Two pedestrian bridges connect the main level of the central terminal building to the existing six-level automobile parking structure. The Airport has separate enplaning and deplaning roadways, which provide curbside access to the main terminal complex. A spur roadway off the main terminal departure road provides access to the current IAT.

Public Parking. The Airport has approximately 11,660 public parking spaces, consisting of approximately 8,055 spaces in the parking garage (short-term and long-term) and approximately 3,601 surface spaces. Of the spaces in the surface lots, approximately 465 are located near the terminal complex, with the remainder located in remote lots served by parking shuttle buses. On December 19, 2018, Airport System management implemented the MKE Smart Park parking program which offers a reservation system, loyalty programs and valet parking.

AMTRAK Station. An Amtrak station is located on the western edge of the Airport along the Canadian Pacific Railway lines. The station serves rail passengers using the Airport for travel, along with rail-only passengers using Amtrak's Hiawatha Service that provides seven daily round trips between Milwaukee and Chicago. The station also serves as a stop on the new Amtrak Borealis, launched in 2024, which offers daily roundtrip service between Chicago and St. Paul Minnesota. The County and the Airport also provide a free shuttle bus connection between the Airport and the Amtrak station, including a vehicle parking facility.

Other Facilities. Other facilities located at the Airport include car rental, general aviation, air cargo, and aviation support facilities. The Airport has four on-Airport car rental companies that lease rental car parking space, customer counter space and office space in the parking garage for eight rental car brands. General aviation facilities include aircraft storage hangars, aircraft maintenance hangars, and private passenger terminal buildings. Air cargo facilities include building and apron facilities, along with a new 337,000 square foot air cargo facility that can be accessed by widebody aircraft. Construction of the new air cargo facility started in February 2025 and is scheduled to be completed by September 2026. This new facility is located in the MKE Regional Business Park, which is within the Airport's perimeter fence. In addition to the new air cargo facility, Freight Runners Express occupies a large hangar from which it maintains its aircraft fleet used to transport air cargo and charter passengers. Air Wisconsin, Air Cargo Carriers, and SkyWest also have maintenance facilities at the Airport. Aviation support facilities include an aircraft rescue and fire-fighting facility, a hydrant fuel service system and above-ground and underground storage tanks, a ground runup enclosure, ground service equipment maintenance facilities, and an air traffic control tower.

Environmental, Social and Governance Considerations

The County and the Airport are working to address strategic considerations related to ongoing environmental, social and governance matters for the benefit of the County and the Airport.

Environmental

In 2017, inspired by the aviation industry's definition for airport sustainability, the Airport developed a Sustainability Management Plan ("SMP") to build a holistic management approach to reducing its environmental footprint. Through a collaborative approach with airport stakeholders, the SMP identified several focus areas with goals and action items. Examples of these include energy management, waste management, water management, and creating sustainable buildings and infrastructure.

The Airport has made great strides since adopting the SMP, aptly titled Journey to Sustainability. The Airport has retrofitted installation of LED light fixtures and energy efficient equipment. Through a robust tenant outreach program and the deployment of liquid collection stations at security checkpoints, the Airport has increased recycling capabilities and better managed waste streams at our facilities. All of the public area restrooms at the Airport have been retrofitted with low-flow automated fixtures and toilets to ensure that we apply responsible water management practices. The Airport has also worked alongside our airline tenants to reinforce their corporate sustainability plans by supporting the use of battery-operated Ground Support Equipment, reducing greenhouse gas emissions along with particulate matter.

The County's principal sustainability framework is the Climate Action 2050 Plan, which also applies to county-owned operations at MKE

The County Board adopted the plan on April 24, 2025, and the County Executive signed it on April 25, 2025. Its principal goals are:

- Achieve net-zero operational greenhouse-gas emissions by 2050.
- Reach an interim target of approximately 50% below 2005 emissions by 2030.
- Improve resilience to heat waves, flooding and air-quality hazards.
- Prioritize projects that advance equity, public health and benefits for communities disproportionately affected by climate change.

The County's decarbonization hierarchy is generally:

1. Avoid creating new emissions.
2. Reduce existing energy and fuel consumption.
3. Replace fossil-fuel systems with lower-carbon or renewable alternatives.
4. Use credible offsets only for emissions that cannot otherwise be eliminated.

As of the County's May 2026 update, operational emissions had declined approximately 48% from the 2005 baseline, putting the County close to its 2030 target. The County attributes the reductions primarily to improvements in buildings, facilities, transportation fleets, renewable-energy adoption and higher-efficiency equipment.

Social

In May 2019, the County became the first jurisdiction in the nation to declare racism a public health crisis. This action was codified in the Milwaukee Code of General Ordinances Chapter 108. Chapter 108.04(1)(a) requires County leaders, managers, and staff to report written or orally regarding the prior year's accomplishments by April 30 of each year.

After the creation of the Ordinance, the County developed its strategic plan focused on how it provides service to the community through a racial equity lens. This is supported by the County's vision of "By achieving racial equity, Milwaukee County will be the healthiest county in Wisconsin" with supporting values of:

- Inclusion: We actively seek diverse perspectives when making decisions.
- Influence: We collectively use our power to positively impact our community
- Integrity: We do the right thing even when no one is looking.

The County established three strategic focus areas with nine objectives to guide its work moving forward as follows:

Creating Intentional Inclusion

- Reflect the full diversity of the County at every level of County Government.
- Create and nurture an inclusive culture across the County.
- Increase the number of County contracts awarded to minority and women-owned businesses.

Bridge the Gap

- Determine what, where and how we deliver services based on the resolution of health disparities.
- Break down silos across County government to maximize access to and quality of services offered.
- Apply a racial equity lens to all decisions.

Investment in Equity

- Invest "upstream" to address root causes of health disparities.
- Enhance the County's fiscal health and sustainability.
- Dismantle barriers to diverse and inclusive communities.

The Airport has established an MKE Cares initiative that encompasses the essence of the strategic focus areas. Work done in association with MKE Cares includes:

- ADA accessible lactation stations and nursing rooms in terminal and each concourse.
- ADA-approved adult changing tables in the terminal and each concourse, above the ADA standard.
- Free Aira Explorer access for blind and low vision travelers.

- Free Aira ASL Service for deaf and hard-of-hearing travelers
- Updated Kids Zones children's play area on concourses C&D, in partnership with Make-A-Wish.
- Meditation room.
- Hidden Disability Sunflower Program.
- Indoor Service Animal relief areas in the terminal and each concourse and outdoor pet relief areas.
- Partner with the County's Department of Health and Human Services Housing division to collect change at security entry points to fund housing initiatives for Milwaukee County's homeless population.
- Support the Aviation Careers Education (ACE) program in conjunction with the State of Wisconsin Department of Transportation to provide aviation career awareness to traditionally underprivileged youth.
- Partnering with minority focused organizations to promote aviation careers and participate in hiring events.
- Support Girls in Aviation Day to provide aviation career exposure to young girls.
- Included local small, woman, and minority business access to our concessions program through our retail concessions partner.
- Signed USDOT pledge for anti-human trafficking and all staff have had human trafficking training.
- "Best Airport North America 5-15 million" in 2021 and 2022 from Airport's Council International – Airport Service Quality award based on passenger intercept survey results.

Governance

The County owns and operates the Airport and Timmerman Airport, which together comprise the Airport System. The Airport Director reports to the Director of Transportation who is a member of the County Executive's appointed cabinet.

The County is governed by a County Executive and an 18-member County Board. The County Executive is elected on a nonpartisan basis to a four-year term. County Board supervisors are elected on a nonpartisan basis to two-year terms.

The County Board determines County policy and directs the activities of County government by the adoption of ordinances and resolutions, under authority vested in it by the Wisconsin Statutes. At its annual meeting in November of each year, the County Board adopts the next calendar year's budget. It meets regularly to transact official business, and its committees meet regularly to hold hearings, gather information and take testimony preparatory to making recommendations to the full County Board. (See "THE COUNTY" herein.)

The Airport is focused on:

- Maintaining a safe and efficient airfield that remains open to air traffic within the region.
- Providing a world-class experience for its users with a focus on inclusive customer service.
- Project delivery through a planned process with continuous review of market pricing and project cost, against the financial capacity of various funding sources available to the airport and project type.
- Promoting the airport's value to the community and individual consumer.
- Growing the airport service profile that accommodates the traveling needs of catchment area.

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AMENDED AIRLINE-AIRPORT USE AND LEASE AGREEMENT

The Amended Airline Use and Lease Agreement ("AULA") specifies the terms and conditions of the Signatory Airlines' use of the Airport facilities and their operations at the Airport. The primary airline rates charged by the County for the use of the Airport are landing fees, terminal rents, flexible response security charges, and apron fees. The revenues generated by these fees are used to finance the activities of the Airport, including operating and maintaining the terminal complex and the airfield and apron facilities. The major provisions of the Amended AULA are:

Term

- January 1, 2024, to December 31, 2028

A residual rate methodology with deposits to the Airport Development Fund Account (ADFA)

- An amount equal to 10 percent of Airport concession and parking revenues is deposited into the ADFA annually, provided that the balance does not exceed $20 million.
    - Monies can be used for capital improvements or any lawful Airport System purpose, subject to certain limitations.
    - Projects funded with monies from the ADFA will be depreciated but will not be included in airline rates and charges.
- The County can transfer up to $4 million over the 5-year term of the AULA from the ADFA to the Airport Development Fund – Depreciation (ADF-D).
    - Monies can be used for capital improvements or any lawful Airport System purpose, subject to certain limitations.
    - Projects funded with monies from the ADF-D will be depreciated and will affect airline rates and charges.

The 5-year CIP from CYs 2024 to 2028 approved by the airlines in accordance with the Amended AULA.

- As approved originally, the total project costs for the 5-year CIP for the years 2024 to 2028 are $169.8 million.
- The 5-year CIP project costs to be included in the calculation of airline rates and charges are limited to a Net (Airline) Financing Requirement Cap. In the Amended AULA the Net Financing Cap was $47.1 million. In July and then on October 23, 2024, the signatory airlines voted to approve increasing the Net Financing Requirement Cap to $58.9 million to be used during CYs 2024 to 2028.
- The current 5-Year CIP for CYs 2026-2030 totaling $237.8 million includes the 5-year CIP from the Amended AULA and previously approved carryover projects along with a few small projects that will require Airline approval under a future AULA or Majority-In-Interest (MII) ballot.
- The Airport can add or modify projects without MII approval provided that the Net (Airline) Financing Requirement Cap on the total CIP is not exceeded.
- The airline MII process will continue to apply for additional capital projects that exceed the Net (Airline) Financing Requirement Cap.

Other

- The Flexible Response Security cost center is eliminated.
    - The airlines will not be charged a separate fee for Flexible Response Security.
    - The expenses that were previously allocated to the Flexible Response Security cost center will be included with Security expenses.
    - Security expenses are allocated in accordance with Exhibit M of the Amended AULA.
- The total net requirement from the MKE Business Park cost center is allocated to the Airfield cost center.
- Non-Signatory Airlines pay 125 percent of the rates paid by Signatory Airlines.
- The Terminal cost center has two differential Terminal Rental Rate classifications:
    - Airline space with public access is set at the base rate.
    - Airline space with no public access is equal to 75 percent of the base rate.

Airline Rates and Charges

The primary rates charged to the airlines for their use of the Airport facilities are landing fees, terminal rents, and apron fees. The Airport has established various cost centers within the Airport System to which it allocates the direct and indirect costs of providing the facilities within such cost centers and from which it recovers such costs from the users of such facilities. Under a "residual rate" methodology, for each cost center, the Airport first allocates all Revenues received from sources other than the Signatory Airlines to recovery of such costs, including both Operation and Maintenance Expenses and debt service on the Outstanding Bonds and other capital costs, and then allocates the remaining unrecovered costs to the Signatory Airlines.

In establishing the rates and charges for the use of such facilities for each year, including the landing fee, terminal rentals and apron fees, the Airport first develops a budget for each cost center. Then it determines the Revenues that are expected to be received with respect to each cost center from sources other than the Signatory Airlines and subtracts such amounts from the expected costs allocable to the applicable cost centers. Thus, the Signatory Airlines bear the risk of revenue shortfalls and benefit from stronger revenues from non-Signatory Airlines and from concessions. For the aeronautical cost centers, the remaining amount is allocated to the Signatory Airlines, either through the landing fee based upon the Signatory Airlines' projected landed weights for the coming year or through terminal rentals on the basis of rented square feet of terminal space occupied by each Signatory Airline. Non-Signatory Airlines are required to pay 125% of the rates charged to the Signatory Airlines. Other aeronautical revenues, including non-Signatory Airline landing fees, air cargo building rentals, general aviation revenues and the net income of the MKE Regional Business Park are credited to the Airfield cost center. 90% of concessions revenues, which include parking, rental car revenues (excluding customer facility charges), in-terminal concessions and other concessions fees, are credited to the Terminal cost center. The remaining 10% may be deposited into the ADFA. Leased terminal space is charged on the basis of space rented, but for common use facilities, costs are allocated to the airlines, with 20% of such costs shared equally by all Signatory Airlines and 80% of such costs allocated by the proportion of the passengers of each Signatory Airline compared to all passengers enplaned at the Airport. Apron costs are similarly recovered. Rates for apron and other facilities used in common or jointly by the Signatory Carriers are allocated proportionally on the basis of the actual linear feet of apron occupied by the airline.

At the end of each year, the Airport performs a "true up." It calculates the actual direct and indirect costs and the actual Revenues received and, if the amounts paid by Signatory Airlines exceed the actual costs, then the excess is paid to the Signatory Airlines and if the actual costs are less than the amounts paid by the Signatory Airlines, the amount of any shortfall is invoiced to the Signatory Airlines. Thus, the Signatory Airlines provide a "backstop," ensuring that the Airport is able to recover its actual direct and indirect costs allocable to the Airport, including operation and maintenance expenses and debt service on the Outstanding Bonds.

For more information on airlines rates and charges, particularly the methodology for calculating these fees, see APPENDIX F, "SUMMARY OF AIRLINE LEASES – Payments by Airlines."

Airline Airport Affairs Committee

The Amended AULA provides for an Airline Airport Affairs Committee ("AAAC") composed of one representative per Signatory Airline who is authorized to represent and vote on items subject to AAAC review, approval, or concurrence. Each Signatory Airline advises the County's Airport Director of the name of the principal representative and not more than two alternate representatives to the AAAC. See Appendix F, "SUMMARY OF AIRLINE LEASES" herein for a more complete discussion of the AAAC.

AIRPORT SYSTEM REVENUES

The following table presents Airport Revenues for fiscal years 2021 through 2025. Total Revenues increased from $86.3 million to $103.1 million from 2021 to 2025, which corresponds to a CAGR of 3.7%.

MILWAUKEE COUNTY AIRPORT SYSTEM
AIRPORT REVENUE
FOR FISCAL YEARS 2021-2025

Airport Revenues	Actual					CAGR
	2021	2022	2023	2024	2025	2021-2025
Airfield						
Landing Fees						
Signatory Landing Fees	$ 16,805,044	$ 14,597,437	$ 18,721,275	$ 19,515,755	$ 25,074,673	10.5%
(Over)/Under Recovery			329,194	(1,354,248)	-	n/a
Non-Signatory Landing Fees	1,000,002	612,703	670,104	2,413,446	979,674	-0.5%
Total Landing Fees	$ 17,805,046	$ 15,210,140	$ 19,720,574	$ 21,929,201	$ 26,054,347	10.0%
General Aviation and Other						
Hangar Rentals	826,949	882,393	927,633	966,348	953,780	3.6%
Fuel and Oil Charges	285,593	316,079	311,625	298,750	283,504	-0.2%
Fixed Based Operator	597,877	615,406	642,426	675,702	856,268	9.4%
Other	1,865,771	1,723,744	2,344,978	2,071,922	2,568,022	8.3%
Total GA and Other	$ 3,576,190	$ 3,537,622	$ 4,226,662	$ 4,012,722	$ 4,661,573	6.9%
Air Cargo Rentals	544,643	598,214	611,115	637,106	647,982	4.4%
Total Airfield Revenues	**$ 21,925,879**	**$ 19,345,976**	**$ 24,558,351**	**$ 26,579,029**	**$ 31,363,903**	9.4%
Terminal						
Signatory Airlines						
Space Rentals	11,491,760	5,440,323	5,111,291	(6,943,315)	314,634	n/a
(Over)/Under recovery			(4,779,374)	(11,830,092)	-	n/a
Other Charges and Fees	860,920	1,479,359	587,285	1,173,594	787,958	-2.2%
Total Signatory Airlines	$ 12,352,680	$ 6,919,682	$ 919,202	$ (5,769,721)	$ 1,102,592	-45.3%
Concessions						
Car Rental	9,063,767	11,057,681	12,024,156	12,766,885	15,161,544	13.7%
Gifts & Novelty	1,678,401	1,391,493	2,328,772	2,323,165	2,318,676	8.4%
Food & Beverage	1,571,337	1,802,883	2,946,604	3,446,265	3,551,833	22.6%
TNC	460,842	671,073	819,807	936,816	1,923,708	42.9%
Other	1,095,962	1,489,132	1,718,642	2,292,843	2,589,016	24.0%
Total Concessions	$ 13,870,310	$ 16,412,262	$ 19,837,982	$ 21,765,973	$ 25,544,777	16.5%
Public Parking	18,467,093	25,577,201	28,553,441	33,459,456	32,293,850	15.0%
Other Terminal Revenues	2,140,336	1,693,276	2,674,557	2,843,637	2,644,319	5.4%
Total Terminal Revenues	**$ 46,830,419**	**$ 50,602,421**	**$ 51,985,182**	**$ 52,299,345**	**$ 61,585,538**	7.1%
Apron						
Signatory Apron Fees	1,089,515	971,801	1,214,706	863,674	1,208,992	2.6%
(Over)/Under Recovery			(9,081)	(470,310)		n/a
Other Apron Fees	192,864	416,487	155,045	409,014	362,577	17.1%
Total Apron Revenues	$ 1,282,379	$ 1,388,288	$ 1,360,670	$ 1,272,689	$ 1,571,569	5.2%
Other						
Flexible Response Security	2,307,575	2,175,805	2,199,026	-	-	n/a
Over/Under Recovery			269,310	333,041	-	n/a
MKE Business Park	546,881	543,925	394,558	374,577	162,727	-26.1%
Total Other Revenues	$ 2,854,456	$ 2,719,730	$ 2,862,893	$ 374,577	$ 162,727	-51.1%
PFC Pledged Revenues	8,321,360	8,357,832	8,143,199	8,323,166	8,189,023	-0.4%
Federal Relief Funds	1,663,926	13,944,989	10,942,221	9,206,687		n/a
Federal Relief Funds- Concessions			532,377	40,874	188,582	n/a
PFC Reimb of ADF			311,667	-	-	n/a
PFC for Admin Expenses			47,684	-	-	n/a
PFC Interest Applied			101,963	-	-	n/a
Deferred CARES Act Funds	-	-	-	-	-	n/a
Overcollected Airline Revenue	3,431,982	3,191,286	-	-	-	n/a
TOTAL AIRPORT REVENUES	**$ 86,310,401**	**$ 99,550,521**	**$ 100,846,206**	**$ 98,096,367**	**$ 103,061,342**	3.7%

Airport System Revenues, as defined in the Bond Resolutions, consist of all monies received by the County from any Airport System source, including all rates, fees, charges, rents and other income derived by the County from the ownership or operation of the Airport System, except as hereinafter described. Revenues do not include PFC Revenues, except to the extent PFC Revenues are specifically designated as included in Revenues in a Supplemental Resolution. Unless and to the extent otherwise provided by a Supplemental Resolution, Revenues do not include (a) proceeds of Bonds or other borrowings by the County, or interest earned thereon, (b) proceeds of grants and gifts for limited purposes or the proceeds of the disposition of property financed by such grants and gifts, (c) condemnation proceeds or insurance proceeds, except those received from rental or business interruption insurance, (d) all income and revenue collected and received by the County with respect to properties and facilities which are not included in the definition of Airport System, (e) Special Facility Revenues, or (f), except as specified above, PFC Revenues.

Under the 2026 Supplemental Resolutions, PFC Revenues are pledged to the payment of the Series 2026 Bonds to the extent that any of the Series 2026 Projects are eligible for PFC funding or the projects originally financed by the Series 2005A Bonds, Series 2006A Bonds, and Series 2007A Bonds were eligible for PFC funding. The Series 2005A Bonds, Series 2006A Bonds, and Series 2007A Bonds were refunded by the Series 2016A Bonds. PFCs are currently being used to pay debt service on PFC-approved projects financed with the Series 2016A Bonds, Series 2019A Bonds, Series 2023A Bonds, Series 2023B Bonds, and Series 2024A Bonds and on a PAYGO basis for other FAA-approved projects.

The Revenues of the Airport System are derived from rentals, fees and charges paid by users of the Airport System. In the Amended AULA, the Signatory Airlines have agreed to pay for their usage of the Airport based on a series of formulae designed to allow the County to recover its costs of providing facilities and services for the Airport System. The costs are apportioned among the Signatory Airlines based on usage. See "AIRPORT SYSTEM REVENUES" and APPENDIX F for a more detailed description of the Amended AULA, and the cost recovery formulae.

The Airport has approval to include in the rates charged to the Signatory Airlines any amounts necessary to pay the principal and interest on the Series 2026 Bonds as a Debt Service Expense under the Amended AULA.

Airfield Revenues

Airfield Revenues consist of landing fees from Signatory Airlines and non-Signatory Airlines, revenues from general aviation operations, and air cargo rentals. Total Airfield revenues increased from approximately $26.6 million in 2024 to approximately $31.4 million in 2025. Total Airfield revenues are estimated to increase to $34.3 million in 2026 and are projected to increase to approximately $37.3 million in 2031, as described in the following paragraphs.

a. Landing Fee Revenues. Landing Fee revenues consist of fees collected from Signatory Airlines and non-Signatory Airlines based on the landed weight of each carrier's aircraft landed at the Airport. The airlines pay fees established to recover the Airfield Requirement, which equals total Airfield expenses minus non-airline Airfield revenues, non-Signatory Airline landing fee revenues, general aviation revenues, and net revenues from the MKE Regional Business Park. Landing Fee Revenues increased at a compound annual growth rate ("CAGR") of 10.0% per year from 2021 to 2025, primarily due to air service activity, rising O&M expenses and the use of Federal Relief Funds reducing the Airfield Requirement and landing fees.

b. General Aviation and Other Revenues. General Aviation and Other Revenues include the following line items:

- Hangar Rentals – rents collected for land occupied by hangars and fees collected for County-owned Hangars. Hangar Rentals increased from $826,949 in 2021 to $953,780 in 2025.
- Fuel and Oil Charges – a per-gallon fuel flowage fee is assessed to general aviation fuel purchases in lieu of landing fees. Fuel and Oil Revenue decreased at a CAGR of 0.2% per year from $285,593 in 2021 to $283,504 in 2025.
- Fixed Base Operator Revenues – rents collected from FBOs for land, apron, hangars, and other buildings. FBO revenues increased at a CAGR of 9.4% per year from $597,877 in 2021 to $856,268 in 2025. There is one Fixed Based Operator ("FBO") located at Timmerman Airport. There are three FBOs located at Milwaukee Mitchell International Airport, with the third having opened for business in 2023.

- Other Revenues – includes all miscellaneous revenues paid that are credited to the Airfield, including but not limited to landing fees collected by FBOs, other rental income, interest on investments, other federal grants, reimbursements, and fleet maintenance fees. Other Revenues increased at a CAGR of 8.3% per year from approximately $1.9 million in 2021 to $2.6 million in 2025.
- Air Cargo Rentals. Air Cargo Rental revenues are generated from the following three sources: (1) building rent received for space rented in the air cargo building owned by the County, (2) air cargo ramp rent, and (3) ground rent received from a private developer who owns an air cargo building and leases building space to various tenants. Air Cargo Rentals increased at a CAGR of 4.4% per year from $544,643 in 2021 to $647,982 in 2025.

Terminal Revenues

Terminal Revenues consist of Terminal rents received from the airlines and non-airline revenues such as Terminal concession revenues, rental car revenues, and parking revenues. Terminal Revenues Include:

a. *Signatory Airline Space Rental*. Signatory Airline space rental revenue consists of rents collected from Signatory Airlines for space occupied in the Airport Terminal. The Signatory Airlines pay fees established to recover the Terminal Requirement, which equals total Terminal expenses minus a portion of non-airline revenues such as Terminal concessions revenues, rental car revenues, and public parking revenues. Signatory Airline space rental revenues decreased from approximately $11.5 million in 2021 to $314,634 in 2025.In 2022 and 2023, the Signatory Space Rental revenue decreased due to a rise in concession, rental car, and parking revenues, as well as the Airport's increased use of Federal Relief Funds as credit to the Terminal Requirement. The Signatory Space Rental revenue declined further in 2024 because of higher non-airline revenues and the remaining $9.2 million of Federal Relief Funds being applied. The Signatory Space Rental revenue increases in 2025 is primarily due to minimal residual Federal Relief Funds being applied to offset the Terminal Requirement.

b. *Other Charges and Fees*. This category includes other tenant revenue from passenger service fees (a $7.50 per-passenger fee collected from airlines for international flights processed through the International Arrivals Building). Other Charges and Fees decreased at a CAGR of 2.2% per year from $860,920 in 2021 to $787,958 in 2025. The decrease in these fees was caused by the airlines' increased usage of the County owned gates.

c. *Concessions*. Concession revenues consist of fees collected from Airport concession operators. The major categories of concession revenues are: Car Rental, Gifts and Novelty, Food and Beverage, Public Parking, Transportation Network Companies and Other.

    - Public Parking revenues increased at a CAGR of 15.0% per year from $18.5 million in 2021 to $32.3 million in 2025 as passengers returned and the Airport implemented a parking rate increase of $2.00 per day in 2024. Further in 2025, parking rates increased by $1.00 per day. Parking revenues for the remainder of the forecast period will change with projected enplanements.
    - Car Rental revenues increased at a CAGR of 13.7% per year from approximately $9.1 million to $15.2 million from 2021 to 2025. The increases were due to customers renting vehicles for longer periods (longer contract duration) and price increases implemented by the rental car companies. The County receives the greater of a percentage of the revenues collected by the rental car companies and a minimum annual guaranty ("MAG"). The Airport benefits from new contracts in 2025 that increase MAG and increase in percentage of sales
    - Gifts and Novelties revenues increased from approximately $1.7 million in 2021 to $2.3 million in 2025.
    - Food and Beverage revenues increased at a CAGR of 22.6% per year from 2021 to 2025, from approximately $1.6 million to $3.6 million. The County receives the greater of revenues collected from these in-Terminal concessions, via an increase in MAG and percentage in share of sales.

- Transportation Network Companies ("TNCs") began operating at the Airport in 2016. For TNCs utilizing MKE, there is a $3 pickup fee. Beginning in 2025, TNC's are also charged a drop off fee of $3 per ride. TNC revenues increased from $460,842 in 2021 to $1.9 million in 2025.

Other concession revenues include, but are not limited to peer-to-peer car rentals, taxi pick-up fees, fees received from the display advertising, automated teller machines, shoeshine stands, rents collected from the County for Airport lands and building space used for highway maintenance and other purposes as well as interest earnings. Other concession revenues increased from $1.1 million in 2021 to approximately $2.6 million in 2025.

Lease Expiration Dates and MAG - MKE International Airport

Concession	Description	Lease Executed	Lease Expiration	Options	MAG (adjustment)
Boingo	Internet Provider	03/01/2005	02/28/2027	RFP in process	85% of previous year rental
SSP America, Inc.	Food & Beverage	11/01/2008	10/31/2031	None	85% of previous year rental
Host International, Inc.	Food & Beverage	11/01/2008	10/31/2031	None	85% of previous year rental
Taste Inc. dba Vino Volo	Food & Beverage	04/01/2022	08/31/2032	None	85% of previous year rental
Paradies - Mark II, LLC	News & Gift	09/01/2019	8/31/2032	None	85% of previous year rental
Lamar Advertising	Advertising	03/01/2022	02/28/2027	1, 5-year County option	85% of previous year rental
Alclear Licence Agreement	Security	07/15/2022	07/14/2027	None	85% of previous year rental
Gastrau's Golf Center	Entertainment	09/01/2023	08/31/2030	None	85% of previous year rental
Avis/Budget Group – brands: *Avis, Budget*	Rental Car	07/01/2024	12/31/2029	1, 5-year County option	85% of previous year rental
Enterprise Holdings – brands: Enterprise, National, Alamo	Rental Car	07/01/2024	12/31/2029	1, 5-year County option	85% of previous year rental
Hertz Global Holdings – brands: *Hertz,Dollar*	Rental Car	07/01/2024	12/31/2029	1, 5-year County option	85% of previous year rental
SixT – brand: SixT	Rental Car	07/01/2024	12/31/2029	1, 5-year County option	85% of previous year rental
SP Plus Corporation	Parking Operator	06/01/2024	12/31/2030	2, 1-year County option	N/A

Apron Fees

The Signatory Airlines pay Apron Fees established to recover the Apron Requirement, which equals total Apron expenses minus Non-Signatory revenues and non-airline revenues. Signatory Apron Fees increased from approximately $1.1 million in 2021 to approximately $1.2 million in 2025. These revenues are projected to increase to $1.5 million in 2031. The increase is expected to occur because of increased O&M expenses and the reduction of the Apron credits since the Federal Relief Funds are no longer available after 2024.

Other Revenues

The Airport generates other revenues from rental income from the MKE Business Park. Also, until 2024, the Airport received reimbursements from the airlines for the Airport's security costs (Flexible Response Security Charges). Further detail is provided as follows:

- Flexible Response Security Charges revenue represented amounts collected from the airlines for services primarily provided by the County Sheriff's Department at the concourse checkpoints. Under the Amended AULA, the Flexible Response Security cost center was eliminated in 2024. The expenses previously allocated to this cost center are now distributed to the Terminal (66.7%) and Airfield (33.3%) cost centers.
- MKE Regional Business Park revenue is rental income generated from the old military base located on Airport grounds. Per the Amended AULA, the annual net revenue or loss generated from the MKE Business Park is credited to the Airfield cost center. MKE Regional Business Park revenues decreased from $546,881 in 2021 to $162,727 in 2025, as leases were terminated in 2024 to allow for the construction of a new approximately 337,000 square foot cargo facility, which is anticipated to be completed in 2026. MKE Business Park gross revenues are projected to grow to $1.6 million by 2031.

PFC Pledged Revenues

The Aviation Safety and Capacity Expansion Act of 1990 allows public agencies controlling commercial service airports with regularly scheduled service and enplaning passengers of 2,500 or more annually to charge each enplaning passenger using the airport a facility charge, referred to as a "PFC." The Wendell H. Ford Aviation Investment and Reform Act for the 21st Century ("AIR 21"), adopted in 2000, increased the maximum allowable PFC that may be charged by qualifying airports from $3.00 to $4.50.

Public agencies wishing to impose and use PFCs are required to apply to the FAA for such authority and meet the requirements specified in 49 U.S.C. § 40117 (the "PFC Act") and regulations issued by the FAA. Regardless of the number of PFC applications that have been approved by the FAA, an airport may collect a maximum of $4.50 on each enplaning passenger.

Airports may use PFCs to fund FAA-approved projects that enhance safety, security, or capacity; reduce noise; or increase air carrier competition.

The Airport imposes a PFC of $4.50 on all eligible passengers enplaned at the Airport. On July 29, 2025, the FAA issued a Final Agency Decision ("FAD") for PFC 21 that approved the authority to impose and use PFC revenue for 14 projects totaling $100.2 million. Based on the additional project costs approved in PFC 21, the FAA estimates MKE's PFC Program charge expiration date to be extended to April 1, 2033, with a total collection authority of $506.2 million. The FAD for PFC 21 provides approval for most PFC eligible projects included in the approved 5-year CIP for CY2024-2028 that was approved in the Amended AULA. In 2026, the Airport plans to submit PFC 22 application to the FAA for a total of five projects: three runway projects, and two administrative projects for a total of $6,436,260.

PFCs are not defined as Revenues in the General Bond Resolution unless pledged as Revenues in a Supplemental Resolution adopted by the County. Under the 2026 Supplemental Resolutions, PFC Revenues are pledged to the payment of the Series 2026 Bonds to the extent that any of the Series 2026 Projects are eligible for PFC funding or the projects originally financed by the Series 2005A Bonds, Series 2006A Bonds, and Series 2007A Bonds were eligible for PFC funding. The Series 2005A, Series 2006A, and Series 2007A Bonds were refunded by the Series 2016A Bonds. PFCs are currently being used to pay debt service on PFC-approved projects financed with the Series 2016A Bonds, Series 2019A Bonds, Series 2023A Bonds, Series 2023B Bonds, and Series 2024A Bonds and on a PAYGO basis for other FAA-approved projects.

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OPERATION AND MAINTENANCE EXPENSES

The following table presents Operation and Maintenance Expenses for fiscal years 2021 through 2025. Total O&M Expenses were approximately $60.9 million in 2021 and grew at a CAGR of 6.3% per year to $77.6 million in 2025.

MILWAUKEE COUNTY AIRPORT SYSTEM
TOTAL AIRPORT SYSTEM O&M EXPENSES
FOR FISCAL YEARS 2021-2025

Airport Expenses	Actual					CAGR
	2021	2022	2023	2024	2025	2021 - 2025
BY EXPENSE CATEGORY						
Salaries	$ 13,159,847	$ 13,344,543	$ 15,085,504	$ 15,678,787	$ 16,951,290	6.5%
Fringe Benefits	10,337,703	10,725,522	10,784,007	8,575,946	7,883,904	-6.5%
Salaries and Fringe Benefits	$ 23,497,550	$ 24,070,065	$ 25,869,511	$ 24,254,733	$ 24,835,194	1.4%
Contractual Services						
Utilities	$ 5,252,325	$ 5,673,687	$ 5,662,523	$ 5,393,081	$ 5,926,170	3.1%
Repairs/Maintenance	4,010,122	4,389,002	4,985,631	4,901,295	5,571,777	8.6%
Prof. Services/Admin	8,998,337	10,193,384	13,580,269	13,629,316	14,537,030	12.7%
Other	1,285,941	1,447,652	1,717,141	1,771,863	1,595,483	5.5%
Subtotal	$ 19,546,725	$ 21,703,725	$ 25,945,564	$ 25,695,555	$ 27,630,460	9.0%
Intra-County Services						
Sheriff	$ 7,925,839	$ 7,960,278	$ 8,651,864	$ 8,038,546	$ 8,255,099	1.0%
Fleet Maintenance	2,228,790	2,849,718	3,568,608	2,997,307	3,377,281	10.9%
Prof. Service	631,718	788,922	686,682	626,023	529,147	-4.3%
Insurance	1,117,177	1,450,969	1,466,780	-	-	n/a
Central Services Allocation				5,202,451	5,777,913	n/a
Other	2,451,631	2,156,712	2,533,497	689,640	775,335	-25.0%
Subtotal	$ 14,355,155	$ 15,206,599	$ 16,907,430	$ 17,553,967	$ 18,714,775	6.9%
Commodities	$ 3,196,708	$ 4,422,861	$ 4,035,709	$ 3,739,984	$ 4,925,506	11.4%
Major Maintenance	$ 161,498	$ 55,000	$ 874,814	$ 1,640,098	$ 930,450	54.9%
Other	$ 140,469	$ 61,212	$ 792,835	$ 476,980	$ 604,421	44.0%
Total O & M Expenses	**$ 60,898,105**	**$ 65,519,462**	**$ 74,425,864**	**$ 73,361,318**	**$ 77,640,805**	6.3%

Airport System Operation and Maintenance Expenses are incurred in the operation and maintenance of the Airport System. As described in "SECURITY FOR THE SERIES 2026 BONDS – Flow of Funds" herein, Airport System Revenues are first applied to the Operation and Maintenance Fund for the payment of current Operation and Maintenance Expenses. These expenses are categorized as follows: Salaries and Fringe Benefits; Contractual Services (Utilities, Repairs/Maintenance, Professional Services/Administration and Other); Intra-County Services (Sheriff, Fleet Maintenance, Professional Services, Insurance, Central Service Allocation, and Other); Commodities; Major Maintenance; and Other.

Salaries and Fringe Benefits

This expense category is related to the compensation of personnel services. During the historical period 2021 to 2025, Salaries and Fringe Benefits increased from approximately $23.5 million to approximately $24.8 million, or a CAGR of 1.4%. Salaries and Fringe Benefits are estimated to increase to $32.7 million in 2031, a CAGR of 4.7% from 2025.

Contractual Services

Contractual Services is the largest group of O&M Expense for the Airport System. Contractual Services includes expenses incurred for services provided to the Airport System, as follows:

- Utilities – electricity, natural gas, sewage, telephone, water, and internet services.
- Repair and Maintenance – expenses incurred for the repair and maintenance of facilities and equipment.
- Professional Services and Administration – expenses for contracts for professional services including but not limited to the parking management, housekeeping service, security fees, bank service fees, legal fees and any other fees incurred from professional service contracts.
- Other Contractual Services – expenses for waste removal, software licensing, and other miscellaneous expenses related to contractual services.

Contractual Services increased at a CAGR of 9.0% per year from 2021 to 2025, from approximately $19.5 million to $27.6 million. The inflated CAGR is a result of depressed 2021 costs due to impacts of the COVID-19 pandemic and a return to pre-pandemic spending levels over the subsequent years.

Intra-County Services

Intra-County Services consist of costs charged to the Airport System by other County departments, including Sheriff, Fleet Maintenance, Professional Services, Insurance, and other expenses, with Sheriff expenses representing the largest component of the total. Expenses for Intra-County Services increased from $14.4 million in 2021 to $18.7 million in 2025, or at a CAGR of 6.9% during this period.

Commodities

Commodities include building, plumbing, roadway, snow removal chemicals, and other materials and supplies, including technological supplies. This category often fluctuates as a result of the harshness of winter and the number of snowfalls. Commodities expenses were approximately $3.2 million in 2021. These expenses increased to $4.9 million in 2025 due to weather-related activities and an increase in custodial cleaning.

Major Maintenance

Major Maintenance expenses consist of expenditures for major repairs and maintenance of facilities and equipment, land improvements, and utility relocation. Major Maintenance expenses decreased from $161,498 in 2021 to $55,000 in 2022 primarily due to management deferring certain large maintenance projects to mitigate the pandemic impacts. Major Maintenance expenses increased to approximately $930,450 in 2025 due to resumption of these expenditures post-covid to maintain a safe, secure facility.

Other

Other expenses include interest and penalties, bad debt expense, and other miscellaneous charges. These expenses increased from $140,469 in 2021 to $604,421 in 2025. This category also contains year end accounting related entries that can create variances from budget to actual results.

HISTORICAL ENPLANEMENTS

The Airport experienced relatively steady growth during the 2000s, interrupted only by the September 11 terrorist attacks in 2001, and the Great Recession in 2008 and 2009. Following an expansion of network hubs by the former Midwest Airlines and AirTran Airways, and later the expansion of low-cost carrier ("LCC") service by AirTran, Frontier Airlines, and Southwest Airlines, the Airport reached its peak air traffic shortly after the Great Recession, rising to 4.9 million enplanements in 2010.

The Airport passenger traffic faced a sharp downturn after 2010, falling to 3.3 million enplanements in 2013. One contributing factor was Frontier's financial troubles and subsequent shift from hub-and-spoke to point-to-point low-cost carrier service. While Frontier initially saw a significant increase in enplanements from 559,148 in 2010 to 1.4 million in 2011 following its merger with Midwest Airlines, it struggled to sustain the rise and quickly dropped to 148,448 enplanements in 2013. Alongside Frontier's service cuts was Southwest's buyout of AirTran—Southwest retained service to nearly all of AirTran's large markets but discontinued all commuter connections that did not align with its point-to-point network. As a result, the Airport's total enplanements fell below 3.3 million by 2013. Now consisting mainly of O&D traffic, MKE's annual enplanements gradually rose to around 3.5 million during the three years (2017-2019) before the pandemic.

In 2020, lockdown measures and travel restrictions to contain the spread of COVID-19 caused the Airport's enplanements to fall 62% from 3.5 million enplanements to about 1.3 million enplanements. The Airport had not seen that level of air traffic since at least 1990, and 2020 easily marked the largest single-year decline for the Airport. The following years brought progress toward recovery, with annual enplanements reaching 2.9 million in 2025. However, the Airport has yet to return to the pre-pandemic passenger traffic level and 2025 brought a minor decrease to 2.9 million enplanements, about 85% of its 2019 level.

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AIRPORT AND U.S. ENPLANEMENTS
2006- May 2026

Year	MKE Enplanements (1000s)	U.S. Enplanements (1000s)	Milwaukee Market Share of U.S.
2006	3,642	808,103	0.45%
2007	3,868	835,510	0.46%
2008	4,001	809,822	0.49%
2009	3,982	767,817	0.52%
2010	4,928	787,478	0.63%
2011	4,761	802,135	0.59%
2012	3,780	813,123	0.46%
2013	3,266	825,322	0.40%
2014	3,279	851,850	0.38%
2015	3,277	896,632	0.37%
2016	3,383	931,989	0.36%
2017	3,453	964,765	0.36%
2018	3,549	1,013,213	0.35%
2019	3,450	1,052,981	0.33%
2020	1,310	398,655	0.33%
2021	2,260	700,560	0.32%
2022	2,721	937,367	0.29%
2023	3,011	1,053,310	0.29%
2024	3,155	1,108,003	0.28%
2025	2,932	1,097,007	0.27%
YTD 2025	1,174	441,194	0.27%
YTD 2026	1,145	435,519	0.26%
	Compound Annual Growth Rate		
2006-2010	7.9%	-0.6%	
2011-2015	-8.9%	2.8%	
2016-2020	-21.1%	-19.1%	
2021-2025	6.7%	11.9%	

Sources: Airport records and US Bureau of Transportation Statistics for U.S. system.
YTD = January through May

The Airport serves primarily O&D traffic, which accounted for nearly all total passengers in recent years. O&D traffic is a more stable air service market than connecting traffic. It arises from market demand and generally follows growth in both the local and national economies. Unlike connecting traffic, O&D traffic is less vulnerable to changes in individual airlines’ network strategies, business models, and financial conditions. Of O&D traffic, residents account for approximately 57%, while visitors account for approximately 43%, based on the U.S. Department of Transportation’s DB1B data.

The Airport also served primarily domestic traffic, which accounted for over 98% of total passengers in 2025.

O&D AND CONNECTING ENPLANEMENTS
2011-2025

Year	O&D		Connecting		Total Enplanements
	Actual	Share	Actual	Share	Actual
2011	3,754,817	78.9%	1,006,136	21.1%	4,760,952
2012	3,281,412	86.8%	498,904	13.2%	3,780,315
2013	3,079,463	94.3%	186,847	5.7%	3,266,309
2014	3,151,574	96.1%	127,246	3.9%	3,278,820
2015	3,157,015	96.3%	120,341	3.7%	3,277,356
2016	3,287,206	97.2%	96,066	2.8%	3,383,271
2017	3,392,771	98.3%	59,773	1.7%	3,452,544
2018	3,507,279	98.8%	41,538	1.2%	3,548,817
2019	3,416,115	99.0%	33,872	1.0%	3,449,987
2020	1,299,380	99.2%	10,587	0.8%	1,309,967
2021	2,248,730	99.5%	10,944	0.5%	2,259,674
2022	2,711,275	99.7%	9,493	0.3%	2,720,768
2023	2,999,761	99.6%	10,940	0.4%	3,010,701
2024	3,140,962	99.6%	13,911	0.4%	3,154,811
2025	2,917,008	99.5%	14,650	0.5%	2,931,657
May YTD 2025	1,168,610	99.5%	5,780	0.5%	1,174,389
May YTD 2026	1,138,280	99.4%	6,778	0.6%	1,145,057
Compound Annual Growth Rate					
2011-2025	-1.8%	-	-26.1%	-	-3.4%

[1] Connecting enplanements are calculated as one-half of on-line transfer passengers. O&D enplanements are calculated as the difference between total enplanements and connecting enplanements.

Source: Airport records.

DOMESTIC AND INTERNATIONAL ENPLANEMENTS
2011-2025

Year	Domestic		International		Total
	Enplanements	Share	Enplanements	Share	Enplanements
2011	4,712,624	99.0%	48,328	1.0%	4,760,952
2012	3,737,482	98.9%	42,833	1.1%	3,780,315
2013	3,219,249	98.6%	47,060	1.4%	3,266,309
2014	3,223,691	98.3%	55,129	1.7%	3,278,820
2015	3,220,905	98.3%	56,451	1.7%	3,277,356
2016	3,330,924	98.5%	52,347	1.5%	3,383,271
2017	3,386,317	98.1%	66,227	1.9%	3,452,544
2018	3,491,976	98.4%	56,841	1.6%	3,548,817
2019	3,395,787	98.4%	54,200	1.6%	3,449,987
2020	1,285,104	98.1%	24,863	1.9%	1,309,967
2021	2,252,742	99.7%	6,932	0.3%	2,259,674
2022	2,694,822	99.0%	25,946	1.0%	2,720,768
2023	2,983,597	99.1%	27,104	0.9%	3,010,701
2024	3,112,102	98.7%	32,709	1.3%	3,154,811
2025	2,877,459	98.2%	54,198	1.8%	2,931,657
May YTD 2025	1,122,851	95.6%	51,538	4.4%	1,174,389
May YTD 2026	1,093,334	95.5%	51,723	4.5%	1,145,057
	Compound Annual Growth Rate				
2011-2025	-3.5%	-	0.8%	-	-3.4%

AIRLINE SERVICE PROVIDERS

The Airport is served by each of the industry's four major domestic airlines. Mainline airlines accounted for 91.3% of enplanements in 2025. Including affiliates, Southwest accounted for 40.1%; Delta, 24.7%; American, 15.4%; and United, 11.1%. Frontier, Spirit, and other smaller airlines accounted for the remaining 8.7%. LCCs, including Southwest, as well as ULCCs, including Frontier, Spirit, and Sun Country accounted for just under 47% of enplanements. Additional details are found on the table "AIRLINE ENPLANEMENTS AND MARKET SHARES, 2019 – 2025," located on page 40.

The following table shows the air service trends from 2019 through 2026 for Southwest, Delta, and American, currently the three largest passenger carriers at the Airport, as well as United and Alaska. As the Airport's largest carrier by enplanement share, Southwest maintained the highest numbers in all three measures from 2019 through the advance schedules of 2026.

The following table summarizes scheduled passenger service trends at MKE from 2019 through the advance schedules for 2026. Southwest continues to be the Airport's largest carrier, accounting for approximately 40 percent of enplanements in 2025 and maintaining the highest levels of departures and seat capacity. Delta remains the second-largest carrier with approximately one-quarter of Airport enplanements, while American and United have gradually expanded their share of Airport traffic and scheduled service in recent years. Together, the four major network carriers and Southwest accounted for more than 91 percent of Airport enplanements in 2025, reflecting a diversified airline base supported by several low-cost and ultra-low-cost carriers.

Current airline scheduling trends reflect broader industry operating strategies rather than continued post-pandemic recovery. Airlines have generally prioritized increasing seat capacity through larger aircraft and higher load factors while maintaining disciplined growth in flight frequencies. As a result, average daily seats have recovered more rapidly than departures, and average seats per departure remain above pre-pandemic levels. Although the number of nonstop destinations remains below 2019, MKE continues to provide a broad network of domestic service, with airline capacity increasingly shaped by fleet availability, aircraft deployment decisions, and evolving network strategies.

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SCHEDULED PASSENGER SERVICE
2020-2026

Scheduled Service at MKE								(Advance)	
Airline	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	
Southwest									
Number of Nonstop Destinations	23	20	20	18	16	18	20	19	↓
Average Daily Departures	33	23	22	21	24	26	27	28	↑
Average Daily Seats	4,996	3,440	3,306	3,262	3,853	4,200	4,278	4,600	↑
Delta									
Number of Nonstop Destinations	9	8	6	7	7	11	9	8	↓
Average Daily Departures	25	13	16	20	20	22	22	23	↑
Average Daily Seats	3,127	1,468	1,876	2,236	2,439	2,611	2,476	2,480	↑
American									
Number of Nonstop Destinations	5	6	6	6	7	8	7	8	↑
Average Daily Departures	17	12	14	12	12	16	16	18	↑
Average Daily Seats	1,440	970	1,224	1,241	1,348	1,614	1,611	1,779	↑
United									
Number of Nonstop Destinations	4	8	12	6	4	6	4	4	=
Average Daily Departures	16	8	12	13	13	14	15	17	↑
Average Daily Seats	1,015	495	741	901	1,059	1,062	1,071	1,163	↑
Alaska									
Number of Nonstop Destinations	1	1	1	1	2	1	1	1	=
Average Daily Departures	1	1	1	1	1	1	1	1	=
Average Daily Seats	170	130	136	174	186	227	231	240	↑
Other									
Number of Nonstop Destinations	18	7	12	16	9	16	18	11	↓
Average Daily Departures	6	3	5	7	6	6	4	2	↓
Average Daily Seats	886	434	825	1,173	1,120	1,059	668	391	↓
All Airlines									
Number of Nonstop Destinations	41	32	40	37	31	37	39	35	↓
Average Daily Departures	98	60	70	75	78	86	85	89	↑
Average Daily Seats	11,634	6,936	8,109	8,988	10,004	10,772	10,335	10,653	↑
Avg. Daily Seats Per Departure	118	116	117	120	129	126	122	119	↓

Source: SRS Schedules Analyzer, last accessed July 9, 2026

Note: Advance schedules for 2026 beyond the access date are subject to change.

AIRLINE ENPLANEMENTS AND MARKET SHARES
2020-2025

Annual Enplanements by Airline (1000s)								Jan-May YTD		CAGR	
Airline	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2025**	**2026**	**2015-2025**	**2019-2025**
Southwest	1,443	577	926	991	1,121	1,193	1,175	467	479	-2.6%	-3.4%
Delta	901	262	493	672	751	778	725	285	262	-1.7%	-3.6%
American	434	217	358	386	413	484	452	187	187	9.6%	0.7%
United	316	116	220	276	330	327	324	108	128	0.7%	0.4%
Frontier	223	92	124	87	99	69	38	26	27	-9.3%	-25.7%
Spirit			81	165	115	103	72	36	0.4		
Alaska	51	19	40	53	58	71	72	22	23	19.6%	5.8%
Other	81	27	17	92	124	130	74	45	39	-13.0%	-1.5%
Total	**3,450**	**1,310**	**2,260**	**2,721**	**3,011**	**3,155**	**2,932**	**1,174**	**1,145**	**-1.1%**	**-2.7%**
AGR	**-2.8%**	**-62.0%**	**72.5%**	**20.4%**	**10.7%**	**4.8%**	**-7.1%**		**-2.5%**		

Annual Enplanement Shares by Airline								Jan-May YTD	
Airline	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2025**	**2026**
Southwest	41.8%	44.0%	41.0%	36.4%	37.2%	37.8%	40.1%	39.8%	41.8%
Delta	26.1%	20.0%	21.8%	24.7%	24.9%	24.7%	24.7%	24.2%	22.9%
American	12.6%	16.5%	15.8%	14.2%	13.7%	15.3%	15.4%	15.9%	16.3%
United	9.2%	8.9%	9.8%	10.1%	10.9%	10.4%	11.1%	9.2%	11.2%
Frontier	6.5%	7.0%	5.5%	3.2%	3.3%	2.2%	1.3%	2.2%	2.4%
Spirit			3.6%	6.1%	3.8%	3.3%	2.4%	3.1%	0.0%
Alaska	1.5%	1.5%	1.8%	1.9%	1.9%	2.2%	2.5%	1.8%	2.0%
Other	2.4%	2.0%	0.8%	3.4%	4.1%	4.1%	2.5%	3.8%	3.4%
Total	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**

Source: Airport records.

The table below lists the Airport's top 25 O&D domestic markets from CY 2025, all of them in the United States. These 25 airports account for 74.7% of the Airport's O&D passenger traffic. The top three markets are Orlando (Delta, Frontier, Southwest, Sun Country), Phoenix (American, Southwest, Sun Country), and Denver (Frontier, Southwest, United). As of September 1, 2026, all but Los Angeles and San Francisco have scheduled nonstop service from the Airport.

MILWAUKEE MITCHELL INTERNATIONAL AIRPORT
TOP 25 O&D MARKETS BY SHARE OF O&D PASSENGERS
CY 2025

Rank	Metro Market	State	Airports	O&D PAX	Share of O&D
1	Orlando	FL	MCO	427,357	7.3%
2	Phoenix	AZ	PHX	353,536	6.1%
3	Denver	CO	DEN	298,858	5.1%
4	New York City	NY	EWR, JFK, LGA	294,282	5.0%
5	Washington	DC	BWI, DCA, IAD	278,096	4.8%
6	Las Vegas	NV	LAS	254,630	4.4%
7	Dallas/Fort Worth	TX	DFW, DAL	223,168	3.8%
8	Atlanta	GA	ATL	204,089	3.5%
9	Los Angeles	CA	LAX, SNA, BUR, LGB, ONT	178,391	3.1%
10	Fort Myers	FL	RSW	173,832	3.0%
11	Boston	MA	BOS, PVD	171,866	2.9%
12	Miami	FL	MIA, FLL	167,744	2.9%
13	Tampa	FL	TPA	166,102	2.8%
14	Seattle	WA	SEA	141,193	2.4%
15	Nashville	TN	BNA	139,044	2.4%
16	Houston	TX	IAH, HOU	129,956	2.2%
17	Minneapolis/St. Paul	MN	MSP	106,734	1.8%
18	San Francisco	CA	SFO, OAK, SJC	99,737	1.7%
19	Charlotte	NC	CLT	94,647	1.6%
20	Austin	TX	AUS	87,597	1.5%
21	San Diego	CA	SAN	86,066	1.5%
22	Philadelphia	PA	PHL	80,823	1.4%
23	Detroit	MI	DTW	72,527	1.2%
24	Salt Lake City	UT	SLC	63,284	1.1%
25	Kansas City	MO	MCI	62,293	1.1%
	Top 25 O&D Metro Markets			**4,355,851**	**74.7%**
	Other			**1,478,164**	**25.3%**
	Total O&D			**5,834,015**	**100.0%**

Source: Airport Authority for total O&D passengers, Bureau of Transportation Statistics and DB1B for O&D market shares.
Note: Metro market O&D passenger numbers are estimated by multiplying the total O&D from the Airport Authority with the percentage shares from DB1B

CAPITAL IMPROVEMENT PROJECTS

The current CIP provides a list of projects that the Airport plans to pursue during this period. The 5-Year CIP CY2026-2030 contains various projects costing $237.8 million, including project costs in 2029 and 2030, which will require additional airline approval from the future AULA. The Amended AULA included a 5-Year CIP from CYs 2024 to 2028, which totaled $169.8 million and was approved following the execution of the Amended AULA. The remainder of the projects are carryovers from previous approvals that are being completed during the period. The following is a summary of projects contained in specific cost centers for the current 5-year CIP CYs 2026 to 2030. Airfield ($53.0 million) for taxiway and runway rehabilitation projects, Equipment ($11.4 million) comprised of snow removal equipment and aircraft rescue and firefighting equipment, Terminal ($145.2 million) for the redevelopment of Concourse E, replacement of several passenger loading bridges, concourse roof replacement, and ticketing lobby remodeling, Parking Projects ($17.6 million) and Other Projects ($10.5 million) comprised of improvements to Lawrence J. Timmerman airport facilities.

AIRPORT SYSTEM INDEBTEDNESS

Airport Revenue Debt

The County has issued general airport revenue bonds, which are paid from Airport System Revenues. The following two tables provide the Airport revenue debt by issue and by payment source, respectively, and include the Series 2026 Bonds.

AIRPORT REVENUE DEBT BY ISSUE*

Date of Issue	GARB Issue	Amount Issued	Final Maturity	Interest Rates Outstanding	Principal Outstanding
10/30/2019	Airport Revenue Ref., Series 2019A	$ 26,945,000	12/01/2031	5.00%	$ 13,470,000
10/04/2023	Airport Revenue Ref., Series 2023A (AMT)	27,245,000	12/01/2037	5.00%	23,345,000
10/04/2023	Airport Revenue Ref., Series 2023B (AMT)	10,135,000	12/01/2029	5.00%	6,755,000
10/02/2024	Airport Revenue, Series 2024A (AMT)	6,615,000	12/01/2039	5.00%	6,260,000
10/01/2025	Airport Revenue, Series 2025A (AMT)	15,170,000	12/01/2040	5.00%	15,170,000
	Subtotal - Existing Debt				$ 65,000,000
09/302026	Airport Revenue, Series 2026A (AMT)	$14,060,000**	12/01/2041	TBD	$14,060,000**
09/30/2026	Airport Revenue Refunding, Series 2026B (AMT)	17,865,000**	12/01/2031	TBD	17,865,000**
	TOTAL				$ 96,925,000

* Excludes the Series 2016A Bonds to be refunded by the Series 2026B Bonds.
** Preliminary, subject to change.

Although the Bonds are payable on a parity basis from all Net Revenues of the Airport System, under the Amended AULA, the County expects to recover debt service on the Outstanding Bonds and the Series 2026 Bonds by either allocating PFC Revenues to pay principal of and interest on such Bonds or by adding such costs to the rates and charges paid by the Signatory Airlines for use of airfield, terminal or apron facilities, or a combination of the foregoing. The following table shows the County's expected sources of funds to pay principal of and interest on the Outstanding Bonds and the Series 2026 Bonds.

AIRPORT REVENUE DEBT BY PAYMENT SOURCE

GARB Issue	Airfield	Terminal	Apron	PFC	Total
Airport Revenue Ref., Series 2019A	--	62.6%	--	37.4%	100.0%
Airport Revenue Ref., Series 2023A	0.7%	77.4%	--	21.9%	100.0%
Airport Revenue Ref., Series 2023B	--	4.8%	--	95.2%	100.0%
Airport Revenue, Series 2024A	0.0%	69.6%	6.3%	24.1%	100.0%
Airport Revenue, Series 2025A	0.0%	100.0%	0.0%	0.0%	100.0%
Airport Revenue, Series 2026A	1.1%	10.5%	--	88.4%	100.0%
Airport Revenue Ref., Series 2026B	0.9%	7.2%	0.5%	91.4%	100.0%

Airport Revenue Debt Service

The following table provides general airport revenue bond debt service as of the issuance of the Series 2026 Bonds and excluding the Refunded Bonds.

AIRPORT REVENUE DEBT SERVICE*

	Currently Outstanding		Series 2026A Bonds		Series 2026B Bonds		
Year	**Principal**	**Interest**	**Principal****	**Interest**	**Principal****	**Interest**	**Total D.S.**
2026	$ 7,350,000	$ 1,625,000					
2027	7,345,000	2,882,500					
2028	7,345,000	2,515,250					
2029	7,340,000	2,148,000					
2030	5,650,000	1,781,000					
2031	5,650,000	1,498,500					
2032	3,400,000	1,216,000					
2033	3,400,000	1,046,000					
2034	3,400,000	876,000					
2035	3,400,000	706,000					
2036	3,400,000	536,000					
2037	3,400,000	366,000					
2038	1,455,000	196,000					
2039	1,455,000	123,250					
2040	1,010,000	50,500					
2041	--	--					
Total	$ 65,000,000	$ 17,566,000					

* Excluding maturities of the Series 2016A Bonds to be refunded.
** Preliminary; subject to change

Future Financings

The County anticipates issuing a total of approximately $54.8 million of airport revenue bonds over the next three years for airport projects with issuances every year from 2027-2029. See APPENDIX A "AIRPORT CONSULTANT LETTER."

AIRPORT CONSULTANT LETTER

The County has retained the Airport Consultant to prepare a financial review (the "Consultant Letter") of the projected operating revenues, expenses, and air traffic activity at the Airport, which is attached hereto as APPENDIX A "AIRPORT CONSULTANT LETTER." The Consultant Letter includes historic and projected debt service coverage following the issuance of the Series 2026 Bonds. The Consultant Letter should be read in its entirety for an explanation of the assumptions and projections used therein. A copy of the Airport's Financial Feasibility Report that was prepared in conjunction with the issuance of the Series 2025A Bonds can be found at the following link: https://emma.msrb.org/P22018164-P21498585-P21951023.pdf. Such information speaks only as of its date, and no such information is incorporated herein by this reference.

The conclusions, projections, and much of the other information included in the Consultant Letter are based on the assumptions stated therein. Such assumptions are based on present circumstances and information currently available, which was furnished by the Airport System management and other sources. The Airport Consultant expresses no opinion as to the accuracy of the financial source data or other materials utilized in preparing the Consultant Letter. Prospective purchasers should be aware that there might be differences between the projected and actual results, because events and circumstances may not occur as expected, and those differences may be material. The achievement of any financial projection is dependent upon future events that cannot be assured.

The assumptions described above and the analyses contained in the attached Consultant Letter have resulted in the findings described below:

- The local demographic and economic trends reflect a diverse and growing socio-economic base that will continue to support growth in air travel demand.
- Under the base forecast, the Airport's enplanements are projected to reach approximately 2.9 million in budgeted 2026, and subsequently resume growth, approaching 3.2 million by the end of 2031 (a CAGR of 1.4%)
- The base forecast has been developed using actual airline enplanements through April 2026, and scheduled airline service through May 2026.
- Total Airport System Revenues, using the base enplanement forecast, are projected to increase from approximately \$114.2 million in budgeted 2026 to approximately \$127.2 million in 2031.
- The airline cost per enplaned passenger, under the base enplanement forecast, is projected to increase slightly during the forecast period from \$12.43 in budgeted 2026 to \$13.80 in 2031 with the projected increase in debt service charges arising from anticipated future bond financings.

Debt service coverage for the base enplanement forecast is projected to range from 1.78 to 1.93 during the forecast period, which remains above the 1.25 debt service coverage minimum requirement.

The financial projections presented in the Consultant Letter are based on information and assumptions that have been provided by Airport System management or developed by the Airport Consultant and reviewed with and confirmed by Airport System management. Based upon their review, the Airport Consultant believes that the information is accurate and that the assumptions provide a reasonable basis for the projection. However, some variations may be material. The Consultant Letter should be considered in its entirety for an understanding of the projections and the underlying assumptions.

MILWAUKEE COUNTY AIRPORT SYSTEM
DEBT SERVICE COVERAGE
For Fiscal Years 2025 – 2031
BASE CASE PROJECTIONS

Debt Service Coverage	Audited 2025	Budget 2026	2027	2028	2029	2030	2031
AIRPORT SYSTEM REVENUES							
Total Revenues	$103,061,342	$114,162,961	$117,938,834	$122,646,929	$126,280,802	$127,165,452	$127,227,154
O&M Expenses	77,640,805	88,460,872	91,036,743	93,744,058	95,942,487	98,245,107	100,602,989
Net Revenues	**$25,420,537**	**$25,702,089**	**$26,902,091**	**$28,902,871**	**$30,338,315**	**$28,920,346**	**$26,624,165**
COVERAGE CALCULATION							
Net Revenues	$25,420,537	$25,702,089	$26,902,091	$28,902,871	$30,338,315	$28,920,346	$26,624,165
Add Other Available Funds: [1]							
Series 2016A Bonds - PFC	1,032,770	1,034,370	-	-	-	-	-
Series 2016A Bonds - Rate Based	96,855	97,005	-	-	-	-	-
Series 2019A Bonds - PFC	283,659	273,153	262,647	252,141	241,635	231,129	220,623
Series 2019A Bonds - Rate Based	474,029	456,472	438,916	421,359	403,802	386,246	368,689
Series 2023A Bonds - PFC	176,138	170,795	165,179	159,851	154,523	149,194	143,866
Series 2023A Bonds - Rate Based	627,550	608,517	588,508	569,524	550,540	531,556	512,572
Series 2023B Bonds - PFC	502,586	482,480	462,374	442,268	420,973	-	-
Series 2023B Bonds - Rate Based	25,477	24,458	23,438	22,419	21,340	-	-
Series 2024 Bonds - PFC	44,529	45,916	44,562	43,208	41,854	40,500	39,146
Series 2024 Bonds - Rate Based	140,460	144,834	140,563	136,292	132,021	127,750	123,479
Series 2025 Bonds - Rate Based	-	474,979	430,688	418,000	405,313	391,375	378,750
Future Series 2026A Bonds - PFC	-	-	379,157	343,404	333,296	323,187	313,079
Future Series 2026A Bonds - Rate Based	-	-	49,860	45,159	43,829	42,500	41,171
Future Series 2026B Bonds - PFC		-	1,018,267	1,018,371	1,020,028	1,018,313	519,585
Future Series 2026B Bonds -Rate Based		-	95,495	95,504	95,660	95,499	48,728
Future Series 2027 Bonds - PFC	-	-	-	164,218	164,218	164,218	164,218
Future Series 2027 Bonds - Rate Based	-	-	-	361,784	361,784	361,784	361,784
Future Series 2028 Bonds - Rate Based	-	-	-	-	574,759	574,759	574,759
Net Revenues plus Other Available Funds	$28,824,588	$29,515,068	$31,001,745	$33,396,373	$35,303,889	$33,514,212	$30,590,469
Debt Service:							
Series 2016A Bonds - PFC	4,131,081	4,137,480	-	-	-	-	-
Series 2016A Bonds - Rate Based	387,419	388,020	-	-	-	-	-
Series 2019A Bonds - PFC	1,134,634	1,092,611	1,050,587	1,008,564	966,540	924,517	882,493
Series 2019A Bonds - Rate Based	1,896,116	1,825,889	1,755,663	1,685,436	1,615,210	1,544,983	1,474,757
Series 2023A Bonds - PFC	704,550	683,182	660,718	639,404	618,091	596,777	575,464
Series 2023A Bonds - Rate Based	2,510,200	2,434,068	2,354,032	2,278,096	2,202,159	2,126,223	2,050,286
Series 2023B Bonds - PFC	2,010,343	1,929,920	1,849,496	1,769,073	1,683,891	-	-
Series 2023B Bonds - Rate Based	101,907	97,830	93,754	89,677	85,359	-	-
Series 2024 Bonds - PFC	178,116	183,663	178,247	172,831	167,415	161,999	156,583
Series 2024 Bonds - Rate Based	561,840	579,337	562,253	545,169	528,085	511,001	493,917
Series 2025 Bonds - Rate Based	-	1,899,917	1,722,750	1,672,000	1,621,250	1,565,500	1,515,000
Future Series 2026A Bonds - PFC	-	-	1,704,087	1,541,756	1,496,341	1,450,925	1,401,205
Future Series 2026A Bonds - Rate Based	-	-	275,210	248,994	241,659	234,325	226,295
Future Series 2026B Bonds - PFC		-	3,826,632	3,823,661	3,831,432	3,821,604	1,833,547
Future Series 2026B Bonds - Rate Based		-	358,868	358,589	359,318	358,396	171,953
Future Series 2027 Bonds - PFC	-	-	-	656,872	656,872	656,872	656,872
Future Series 2027 Bonds - Rate Based	-	-	-	1,447,138	1,447,138	1,447,138	1,447,138
Future Series 2028 Bonds - Rate Based	-	-	-	-	2,299,036	2,299,036	2,299,036
Future Series 2029 Bonds - Rate Based	-	-	-	-	-	623,420	623,420
Total GARB Debt Service	$13,616,206	$15,251,917	$16,398,617	$17,974,010	$19,862,296	$18,375,466	$15,865,216
Debt Service Coverage	**2.12**	**1.94**	**1.89**	**1.86**	**1.78**	**1.82**	**1.93**

Source: Milwaukee County records, PFM Financial Advisors LLC., and Unison Consulting, Inc.
[1] Reflects the Coverage Fund.

MILWAUKEE COUNTY AIRPORT SYSTEM
AIRLINE COST PER ENPLANED PASSENGER
For Years 2025 – 2031
BASE CASE PROJECTIONS

Year	Landing Fees [1]	Terminal Rents & Charges	Apron Fees	Total Airline Payments	Enplaned Passengers [2]	Cost Per Enplaned Passenger
2025 Audited	$23,694,713	$1,102,592	$1,571,569	$26,368,874	2,931,657	$8.99
2026 Budget	$25,287,966	$10,616,420	$1,336,854	$37,241,240	2,995,157	$12.43
2027 Proj.	$25,483,130	$12,321,797	$1,427,396	$39,232,323	2,915,080	$13.46
2028 Proj.	$26,190,438	$14,497,565	$1,466,490	$42,154,493	2,963,700	$14.22
2029 Proj.	$26,873,279	$15,466,268	$1,496,557	$43,836,105	3,035,652	$14.44
2030 Proj.	$27,521,720	$15,102,198	$1,529,635	$44,153,554	3,113,122	$14.18
2031 Proj.	$28,201,272	$14,253,795	$1,552,820	$44,007,887	3,188,190	$13.80

Source: Milwaukee County records and Unison Consulting, Inc.
[1] Excludes landing fees paid by cargo carriers and military aircraft.
[2] The 2026 budget of enplaned passengers differs from the 2026 forecast enplaned passengers on Table 4 of the Airport Consultant Letter (Appendix A) due to the timing of when each was developed.

The above table presents actual, estimated, and projected airline cost per enplanement ("CPE") for the years 2025 – 2031. The CPE is derived from dividing the costs charged to the airlines for use of the Airport by the actual or estimated enplanements from historic data or the prepared forecast, respectively. The CPE is budgeted to increase from $8.99 in 2025 to $13.12 in 2026 due to higher budgeted O&M expenses combined with no Federal Relief Funds after 2025 used to offset the Total Requirement. The CPE is projected to continue fluctuating during the forecast period to $13.82 in 2031 with projected increases in debt service resulting from future bond issues. The Airport's projected CPEs for the forecast period are considered reasonable by the Airport Consultant.

INVESTMENT CONSIDERATIONS

This section contains a general overview of certain risk factors which should be considered, in addition to the other matters set forth in this Official Statement, in evaluating an investment in the Series 2026 Bonds. This section is not meant to be a comprehensive or definitive discussion of the risks associated with an investment in the Series 2026 Bonds, and the order in which this information is presented does not necessarily reflect the relative importance of various risks. Potential investors in the Series 2026 Bonds are advised *to consider the following factors, among others, and to review this entire Official Statement to obtain information essential to making of an informed investment decision. Any one or more of the investment considerations discussed below, among others, could adversely affect the financial condition of the Airport System or the County's ability to make scheduled payments on the Series 2026 Bonds. There can be no assurance that other risks not discussed herein will not become material in the future.*

Use of Financial Assumptions by the County

Operation of the Airport System and the setting of rates and charges by the County with respect to the Airport System are based on a number of assumptions, which the County believes are reasonable, although one or more of these assumptions may prove incorrect. Such assumptions include, among others, that (a) there will not be significant reductions in the level of aviation activity and enplaned passengers at the Airport, or if there are, that rates and charges to airlines operating at the Airport can be adjusted upward to offset any such reduction, (b) airlines operating at the Airport will remain able to pay amounts owing under the Amended AULA, (c) various federally authorized airport funding programs (including Airport Improvement Program grants and the cap on PFCs) will continue at approximately current levels, (d) projections of Operation and Maintenance Expenses and non-airline revenues for the Airport System are reasonably accurate, (e) there are not significant changes in the airline industry generally which adversely affect the Airport System. Any significant variation in any of these and other assumptions could have a material adverse effect on the Airport System, the financial condition of the Airport System and the forecasts contained in APPENDIX A hereto. The assumptions underlying financial projections are based on information available at the time they were prepared. Actual results may differ materially due to economic conditions, airline service decisions, regulatory changes, inflation, or other factors beyond the County's control.

Assumptions in the Airport Consultant Letter

The Airport Consultant Letter incorporates numerous assumptions as to the utilization of the Airport and other matters and states that any forecast is subject to uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, the actual results achieved during the forecast period will vary, and the variations may be material. See APPENDIX A "AIRPORT CONSULTANT LETTER." The Airport Consultant Letter should be read in its entirety. The forecasts contained therein represent the Airport Consultant's professional judgment based on conditions existing at the time of preparation and should not be interpreted as guarantees of future financial performance or debt service coverage.

Forecast Uncertainty and Risk Factors

Forecasts of passenger traffic, airline operations, Airport revenues, operating expenses and debt service coverage included in this Official Statement and the Airport Consultant's Letter are based upon assumptions believed to be reasonable when prepared. Actual results may differ materially from those forecasts because of changes in economic conditions, airline business strategies, competitive conditions, fuel prices, inflation, aircraft availability, labor markets, weather, public health events, geopolitical developments, federal policy changes, technological innovations, or other factors beyond the County's control.

No assurance can be given that actual Airport activity or financial results will be consistent with projected results.

Economic Conditions

Demand for air travel is closely linked to national, regional and local economic conditions. Economic recessions, elevated inflation, high interest rates, reductions in consumer spending, slower business activity, declining corporate travel, reductions in government expenditures, or other adverse economic developments may reduce passenger demand and airline capacity.

The Airport benefits from a diversified regional economy and a passenger base dominated by O&D travelers. Nevertheless, sustained economic weakness could reduce passenger activity, airline service levels and Airport revenues.

Federal Policy and Regulatory Risks

Changes in federal trade policies, tariffs, international commerce, taxation or other economic policies may affect airline operating costs, aircraft manufacturing, supply chains, consumer confidence and business investment. These factors may influence passenger demand, airline profitability and Airport activity. The County cannot predict the timing or effects of future federal economic policies.

Airport operations are affected by federal laws, regulations and administrative actions relating to aviation safety, security, customs, immigration, environmental compliance, labor, air traffic control and airport funding. Future legislative or regulatory changes could affect airline operations, Airport revenues, capital improvement funding or operating costs. The County cannot predict future federal policy actions or their effects on the Airport.

Airline Industry Risks

The airline industry has historically experienced significant volatility. Airlines are affected by fuel prices, labor costs, aircraft availability, interest rates, competitive conditions, regulatory requirements, supply chain constraints and changing consumer preferences.

The industry also remains subject to operational disruptions arising from aircraft manufacturing issues, maintenance requirements, labor negotiations, staffing shortages, air traffic control constraints, cybersecurity incidents and other factors. Financial difficulties experienced by one or more airlines serving the Airport could result in service reductions, route eliminations, bankruptcies, restructurings, mergers or other actions that adversely affect Airport revenues.

Oil Price Volatility and Aviation Fuel Costs

The price of fuel is a significant factor impacting the passenger and cargo airline industry and continues to be an important and uncertain determinant of an air carrier's operating economics. Fuel prices continue to be susceptible to, among other factors, political unrest in various parts of the world (particularly in the oil-producing nations in the Middle East and North Africa), Organization of Petroleum Exporting Countries policy, the growth of economies around the world, the levels of inventory carried by industries, the amounts of reserves maintained by governments, disruptions to production and refining facilities and weather. In particular, geopolitical conflict in the oil producing nations of the Middle East, North Africa and Russia poses a heightened risk to fuel supply and pricing. The ongoing U.S.-Israeli war with Iran, which commenced on February 28, 2026, has caused material disruption of the use of the Strait of Hormuz, through which approximately 20% of the world's oil and liquefied natural gas passes. This disruption has caused oil prices to increase more than 55% since the war began, from approximately $72 per barrel on February 27, 2026 to nearly $120 per barrel at the peak in mid-March, and has since lowered to a volatile range of approximately $90 to $100 per barrel as of late April 2026. Jet fuel prices have soared from approximately $85 to $90 per barrel before the strikes to more than between $150 and $200 per barrel, with U.S. jet fuel prices rising nearly 60% since the Strait of Hormuz closure. As of April 2026, American Airlines becomes the fifth major airline to raises fees to offset the higher jet fuel prices caused by the U.S.-Israeli war. Future significant and prolonged increases in the cost of aviation fuel would likely have an adverse impact on the profitability of the air transportation industry and hamper the recovery plans and cost-cutting efforts of certain airlines. On May 6, 2026, the Department of Transportation's Bureau of Transportation Statistics (BTS) released U.S. airlines' March 2026 fuel cost and consumption numbers indicating total fuel expenditure ($5.06B) of U.S. scheduled service airlines was up 56.4% from February 2026 ($3.23B) and up 30.4% from March 2025 ($3.88B). The cost per gallon of fuel in March 2026 ($3.13) was up 74 cents (30.9%) from February 2026 ($2.39) and up 72 cents (29.9%) from March 2025 ($2.41).

Significant and prolonged increases in the cost of aviation fuel are likely to have an adverse impact on air transportation industry profitability and hamper the recovery plans and cost-cutting effort of certain airlines.

Airline Market Concentration

A high concentration of market share held by a single airline can lead to market power abuse and excessive fare increases. Higher airfares reduce passenger demand, especially for discretionary travel or shorter trips with ground transportation alternatives. Southwest Airlines remains the Airport's largest carrier and accounts for a significant share of passenger traffic and Airport revenues. Consequently, changes in Southwest's network strategy, fleet deployment, financial condition, or competitive position could have a disproportionate effect on Airport activity. Southwest Airlines' market share at MKE has recently decreased to approximately 40 percent, reducing concerns about airline market concentration.

Airline Economics, Competition, and Airfares

Airfares influence passenger demand, particularly for relatively short trips where the automobile (or occasional bus or train) is a viable alternative and for price-sensitive "discretionary" vacation travel. Airfares are affected by airline operating costs and debt burden, passenger demand, capacity and yield management, market presence, and competition.

The aviation activity forecasts for the Airport assume that, over the long term, annual increases in airfares do not exceed inflation. If they do, the increases in airfares will dampen forecast traffic growth.

While no other commercial service airport is within a 60-minute drive, six airports are within a 72- to 120-minute drive:

- Chicago O'Hare International Airport (ORD) - 1 hour and 12 minutes
- Chicago Midway International Airport (MDW) - 1 hour and 41 minutes
- Dane County Regional Airport (MSN) - 1 hour and 30 minutes
- Appleton International Airport (ATW) - 1 hour and 55 minutes
- Chicago-Rockford International Airport (RFD) - 1 hour and 39 minutes
- Green Bay Austin Straubel International Airport (GRB) - 1 hour and 58 minutes

These airports compete with MKE for passengers, particularly those on the edges of the Milwaukee MSA. The level of competition they present varies. ORD and MDW are large hub airports offering considerably more air service than MKE, a medium hub airport. The other airports are smaller than MKE: ATW and MSN are small hubs, while GRB and RFD are nonhub airports.[3]

Structural Changes in Demand and Supply

Major crises can trigger lasting structural shifts in aviation demand and supply. For example, the 2001 terrorist attacks led to stricter airport security measures requiring passengers to arrive much earlier for departing flights, reducing travel time advantages for short-haul flights. The COVID-19 pandemic has had similar long-term consequences. Demand-side changes include altered travel preferences due to safety concerns or a shift towards virtual meetings. Supply-side changes have involved airlines maintaining streamlined operations due to labor and fleet constraints. One favorable trend is the adoption of no-touch technologies, which speed up passenger processing and stimulate traffic growth.

Aircraft Manufacturing and Availability

Air travel has rebounded since 2020, increasing airlines' demand for new aircraft and parts for current fleets. Aircraft manufacturers, including Boeing and Airbus, have faced challenges increasing production to meet demand. Specifically, Boeing and Airbus have faced challenges in increasing production of their most popular models, the Boeing 737 and Airbus A320, to meet demand. These workforce shortages, together with supply chain constraints, quality control issues, and increased regulatory oversight, have contributed to production delays and delayed deliveries of new aircraft and replacement parts. As a result, airlines have experienced disruptions to fleet planning, route development, operating costs, and future growth plans. Prolonged manufacturing delays or future aircraft groundings could adversely affect airline capacity, scheduling, and the level of air service provided at the Airport.

The Boeing MAX 8 aircraft was grounded in March 2019 after fatal crashes of aircraft that were caused by malfunctions of the automated flight control system. As a result of this investigation, in November 2020, the FAA required that the MAX 8 aircraft obtain FAA airworthiness and expert airworthiness certificates and implement specified design changes. The FAA also required that U.S. airlines operating the MAX 8 implement revised pilot training programs and mandatory aircraft maintenance in order to return MAX 8 planes to passenger service. In February 2021, the U.S. Department of Transportation's Inspector General issued a report with fourteen recommendations for the FAA to implement and improve the certification process for future new planes. While the grounding did not cause significant flight cancellations at the Airport, safety concerns of travelers and future aircraft grounding could, in the future, impact airlines serving the Airport.

[3] The FAA classifies airports into hub sizes based on share of annual U.S. total enplanements:

- Nonhubs serve less than 0.05 percent of the annual U.S. total and more than 10,000 enplanements.
- Small hubs serve 0.05-0.25 percent of U.S. enplanements.
- Medium hubs serve 0.25-1.0 percent of U.S. enplanements.
- Large hubs serve more than 1 percent of U.S. enplanements.

On January 5, 2024, a cabin panel tore off the side of a Boeing 737 MAX 9 aircraft (the "MAX 9") on an Alaska Airlines flight from Portland, Oregon to Ontario, California while the aircraft was in flight. The MAX 9 landed safely with several passengers suffering injuries and no fatalities. Following the incident, the FAA grounded all MAX 9 airplanes and required inspections of door plugs and dozens of associated components. The National Transportation Safety Board's preliminary investigation found that bolts were missing on the MAX 9 that suffered the cabin panel blowout. A federal criminal investigation into Boeing is ongoing. The grounding of all MAX 9 aircraft caused airlines to cancel thousands of flights in January 2024. The grounding order was lifted on January 24, 2024, and MAX 9 planes owned by Alaska Airlines and United Airlines were permitted to resume service after passing inspections. The FAA's ensuing six-week audit of Boeing and Spirit AeroSystems found multiple instances where the companies allegedly failed to comply with manufacturing quality control requirements. While Boeing's production line audit went above and beyond the FAA's standard inspection process, the FAA identified non-compliance issues in Boeing's manufacturing process control, parts handling and storage, and product control. Boeing submitted a corrective action plan to the FAA in May 2024. The FAA continues to monitor Boeing's progress, including, but not limited to, monitoring the progress and effectiveness of the changes in addressing the audit findings and expert panel recommendations.

Geopolitical Events and International Developments

Military conflicts, terrorism, cyberattacks, civil unrest, trade disputes, diplomatic tensions, restrictions on international travel, airspace closures and disruptions to global supply chains may adversely affect airline operations, passenger demand, fuel prices and economic activity. The duration and effects of such events are difficult to predict and may extend beyond the regions directly involved.

Technological Innovations

New technologies are currently being developed and are likely to continue to be developed in the future. The impact of these new technologies on current operations and practices at the Airport are not all known and may have an effect on airlines and operations at the Airport.

In connection with the expansion of wireless broadband operations into the 3.7-3.98 GHz frequency band service (“5G service”) on January 19, 2022, the FAA issued certain guidelines for aircraft manufacturers, aircraft operators and airports because 5G service uses frequencies in a radio spectrum that the FAA has determined may interfere with those used by radar altimeters, which are important equipment in certain aircraft.

The FAA continues to work with aircraft equipment manufacturers and airlines to clear aircraft models, versions and airlines to operate at airports nationally, including the Airport, in low visibility conditions. Throughout this process, visual approaches, standard Category I instrument approaches, and other instrument procedures, including GPS-based approaches, are unaffected by 5G service. The deployment of 5G technology has not impacted the Airport’s operations or the County’s revenues.

New technologies (such as autonomous vehicles, connected vehicles, and eVTOLs) and innovative business strategies in established markets such as commercial ground transportation and car rental may continue to occur and may result in further changes in Airport passengers’ choice of ground transportation mode. While the County makes every effort to anticipate demand shifts, there may be times when the County’s expectations differ from actual outcomes. In such event, revenue from one or more ground transportation modes may be lower than expected. The County cannot predict with certainty what impact these innovations in ground transportation will have over time on revenues from parking, other ground transportation services or rental cars. The County also cannot predict with certainty whether or to what extent it will collect non-airline revenues in connection with such new technologies or innovative business strategies.

In addition, improved teleconferencing technologies and increased acceptance of these methods of communicating could reduce the demand for business travel, though the long-term impact of such technologies on the demand for business travel is not known.

Growth of Low Cost Carriers

Low cost carriers ("*LCCs*") are carriers that take advantage of an operating cost structure that is typically significantly lower than the cost structure of the network carriers and an increased reliance on fee revenues. These advantages can include lower labor costs, greater labor flexibility, a streamlined aircraft fleet (i.e., fewer different types of aircraft in a given airline's fleet) and a generally more efficient operation. These low costs suggest that the LCCs can offer a lower fare structure to the traveling public than network carriers while still maintaining profitability. Further, increased access to major markets for LCCs may moderate average airfare increases that can typically result from airline consolidation.

As the larger U.S. carriers consolidated and became more focused on capacity discipline, fare increases took hold. LCCs began to emerge in larger markets where passenger levels were high enough for the LCCs to overcome certain barriers to entry caused by the larger carriers, for example, control of the majority of airport gates and slots. The cost structure of LCCs allows for lower fares, which has stimulated traffic and driven LCCs into more and larger markets. One result of the consolidation of carriers and their capacity discipline and the associated fare increases is that certain price-sensitive travelers are flying less. Recently, these budget conscious flyers have emerged as an underserved segment which has helped to expand the LCC market to include the ultra-low cost carriers ("*ULCCs*"), such as Allegiant, Frontier, and Sun Country. Frontier and Sun Country have a presence at the Airport. The ULCC business model is characterized by extreme unbundling of services; the purchase of a ticket on a ULCC covers only the seat. Other amenities such as seat choice, food or drink, checked or carry-on luggage or a paper boarding pass are then available for additional a la carte purchase.

Low-cost carriers have historically contributed to passenger growth by offering competitive fares and expanded service. However, these carriers generally maintain greater flexibility to reallocate aircraft among markets and may adjust service levels rapidly in response to changes in profitability, demand or competitive conditions.

Airline Bankruptcy

Airlines serving the Airport may seek bankruptcy protection or undertake financial restructurings from time to time. Such proceedings could result in service reductions, lease rejections, delayed payments or other operational disruptions. Although the Airport operates under a residual airline agreement that provides important revenue protections, airline bankruptcies may nevertheless adversely affect Airport operations and financial performance.

Recent bankruptcy developments include Spirit filing for Chapter 11 bankruptcy in March 2025, following its emergence from bankruptcy on August 29, 2025. After an unsuccessful acquisition proposal from Frontier and its inability to confirm a plan of reorganization, Spirit ceased operations on May 2, 2026, and is proceeding with liquidation. Spirit's annual market share of enplaned passengers at the Airport was not significant, and the Airport does not believe that Spirit's liquidation will have a material impact on the Airport.

Effect of Other Tenant or Concessionaire Bankruptcies

A bankruptcy of a non-airline tenant or concessionaire would raise challenges similar to those described above in connection with airline bankruptcies. Many of the major rental car companies operating at the Airport filed for bankruptcy in recent years, and it is possible that rental car companies or other non-airline tenants or concessionaires will file for bankruptcy in the future. If a non-airline tenant or concessionaire undergo a bankruptcy reorganization or liquidation there can be no assurance that replacement non-airlines tenants or concessionaires could be secured on a timely basis or on comparable economic terms, or that they would generate the same level of revenues or provide comparable services at the Airport.

Aviation Safety and Security

Aviation safety and security requirements continue to evolve in response to changing threats. New federal security requirements, cybersecurity threats, operational disruptions, acts of terrorism, or other aviation-related incidents may adversely affect airline operations, passenger demand or Airport operating costs.

The proliferation of inexpensive, commercially available unmanned aerial vehicles ("UAVs"), commonly referred to as drones, has increased the risk that unauthorized or unsafe UAV operations near airports could adversely affect the safety and security of aircraft operations. Unauthorized UAV incursions into airport airspace have disrupted airport operations nationwide by causing arriving and departing flights to be delayed, diverted, or suspended. Although there has been UAV activity, it has not caused any disruption to operations. There can be no assurance that future unauthorized UAV activity will not result in operational disruptions, flight delays or cancellations, or otherwise adversely affect Airport operations.

Public Health Events

The aviation industry is particularly sensitive to public health events. Future pandemics, epidemics or other public health emergencies could result in travel restrictions, changes in traveler behavior, workforce shortages or other disruptions that reduce passenger demand and Airport revenues. Although passenger activity has substantially recovered following the COVID-19 pandemic, future public health events could materially affect Airport operations and financial performance.

Availability of Federal Grants and Other Funding Sources

The Airport has historically benefited from Airport Improvement Program grants and other federal funding. Future federal appropriations, discretionary grant programs or infrastructure initiatives may be reduced, delayed or modified. Any reduction in anticipated federal funding could require the County to defer projects, identify alternative funding sources or increase borrowing.

Construction Cost Escalation and Project Completion Risks

Capital improvement projects are subject to risks including labor shortages, supply chain disruptions, weather, contractor performance, permitting requirements and inflation. Construction cost increases or delays could require changes in project scope, schedules or financing plans.

Federal Law Affecting Rates and Charges

Rates and charges for aeronautical use of an airport imposed pursuant to a written agreement between the air carriers operating at an airport and the operator of the airport are generally not subject to federal regulation except for regulations designed to ensure that such rates are not discriminatory. The Amended AULA between the Airport and the Signatory Airlines provides a formula for establishing rates and charges for use of the aeronautical facilities at the Airport. Accordingly, the County believes that the provisions of the Amended AULA are consistent with the FAA regulations and the County's grant assurances, to the extent the same are applicable. The Amended AULA is expected to expire (unless sooner terminated pursuant to their terms) on December 31, 2028.

Airlines operating at the Airport that do not execute the AULA are referred to as "Nonsignatory Airlines". Such airlines, as well as other aircraft utilizing the Airport on an itinerant basis, are charged a surcharge equal to 125% of the rates and charges imposed under the Amended AULA. Such Nonsignatory Airline operations constitute only a small percentage of total operations at the Airport. Under the FAA the applicable FAA regulations, a surcharge of 25% for non-signatory carriers is not considered discriminatory.

For rates and charges not determined pursuant to an agreement, federal aviation law requires, in general, that airport fees be reasonable and nondiscriminatory. To receive federal grant funding, all airport-generated revenues must be expended for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the airport owner that are directly and substantially related to air transportation of passengers or property. Pursuant to the requirements of the Federal Aviation Administration Authorization Act of 1994, USDOT and FAA have promulgated regulations setting forth an expedited hearing process to be followed in determining the reasonableness of airport rates and charges, and have also promulgated a policy statement (the "Rates and Charges Policy"), which sets forth the standards that USDOT uses in determining the reasonableness of the fees charged to airlines and other aeronautical users. During a pendency of a fee review, the air carrier must pay the dispute portion of the fee to the airport under protest, subject to refund to the extent such fees are found to be unreasonable. The airport must obtain a letter of credit, surety bond or other suitable credit facility equal to the amount in dispute unless the airport and the complaining carriers agree otherwise.

Future FAA Rules, Regulations, or guidelines may limit the Airport's flexibility in negotiating new airline agreements or in setting rates and charges for use of the Airport's airfield and non-airfield facilities. While there are no currently pending proposals to effectuate such changes in Congress or by the FAA or USDOT, there can be no assurance that new proposals will not be forthcoming, which could impact the Airport's financial models. Any new FAA guidelines or any standards promulgated by a court in connection with a dispute could limit the amounts and allocation of costs payable by airlines serving the Airport. Until USDOT promulgates a new policy regarding rates and charges, the guiding principle for determining whether rates and charges established for use of airport assets is the requirement of federal law that such charges be reasonable.

Future federal legislation, regulatory actions or judicial decisions affecting airport rates and charges, airline agreements or grant assurances could affect the Airport's financial flexibility.

PFC Revenues and Other Sources of Funding

The plan of finance for the County's 2026-2030 CIP for the Airport System assumes that PFC revenues, federal grants, and other sources of funding will be received in certain amounts and at certain times to pay certain project costs. See "AIRLINE-AIRPORT USE AND LEASE AGREEMENT – Five-Year Capital Improvement Plan" above. No assurance can be given that these sources of funding will be available in the amounts or on the schedule assumed.

In addition, the estimated costs of, and the projected schedule for the Airport's capital projects are subject to a number of uncertainties including: (1) estimating errors, (2) design and engineering errors, (3) changes to the scope of the projects, (4) delays in contract awards, (5) material and/or labor shortages, (6) delays due to airline operational needs, (7) unforeseen site conditions, (8) adverse weather conditions, (9) contractor defaults, (10) labor disputes, (11) unanticipated levels of inflation, (12) litigation, (13) environmental issues, and (14) economic conditions, including worldwide health concerns, pandemics, or political unrest.

The amount of PFC revenue collected by airlines for the Airport in past years has varied, and in future years will vary, based upon the actual number of passenger enplanements at the Airport. No assurance can be given that any level of enplanements will be realized. This adverse impact of decreased enplanements could be direct or indirect. Furthermore, under the terms of the PFC Act, the FAA may terminate the County's authority to impose a PFC if the County's PFC revenues are not being used for approved projects in accordance with the FAA's approval, the PFC Act or the regulations promulgated thereunder, or if the County otherwise violates the PFC Act or regulations. The FAA may also terminate the County's authority to impose a PFC for a violation by the County of the Airport Noise and Capacity Act. The PFC termination provisions contained in the regulations provide both informal and formal procedural safeguards. The FAA's PFC regulations require Collecting Carriers (as defined in the PFC Act) to account for PFC collections separately, and indicate that such funds are to be regarded as trust funds held by the Collecting Carriers for the beneficial interest of the public agency imposing the PFC. In early cases in which PFCs were at issue, certain bankruptcy court decisions indicated that PFCs may not be treated as trust funds and that airports are not entitled to any priority over other creditors of the Collecting Carrier as to such funds. In the more recent cases, such as the American Airlines bankruptcy, however, the bankruptcy court has recognized the airports' interests in PFCs and taken steps to segregate PFCs from airline revenues. Where an air carrier files for bankruptcy protection and liquidates, however, such as the Direct Air bankruptcy, PFC revenues may not be recoverable if they have been expended by the carrier before such filing.

To the extent that any portion of the funding assumed in the plan of finance for capital projects at the Airport is not available as anticipated, the County may be required to issue an additional Series of Bonds (General Obligation Airport Bonds or GARBS not backed by PFC revenue) to pay the costs of such capital projects and to increase airline rates and charges to pay debt service on the Bonds and to fund the required coverage thereon. As an alternative to issuing Additional Bonds, the County may ultimately decide not to proceed with certain capital projects or may proceed with them on a different schedule, producing different results than those included in the projections shown in the "AIRPORT CONSULTANT LETTER" in APPENDIX A.

Although Passenger Facility Charges and federal grants have historically provided important funding for eligible capital projects, future federal legislation or administrative actions could affect the availability or permitted uses of such funding sources.

Cybersecurity

Airport operations rely extensively on information technology systems used by the County, airlines, concessionaires, government agencies and other service providers. Despite cybersecurity safeguards, these systems remain vulnerable to cyberattacks, ransomware, data breaches and other technology disruptions. A significant cyber incident could interrupt Airport operations, increase costs or adversely affect revenues. The County currently maintains cyber liability insurance. The Airport has not experienced any significant cybersecurity issues in the last three years.

Environmental Regulations

The FAA has jurisdiction over certain environmental matters, including soundproofing. Airport noise is a significant federal and local issue, which may require substantial capital investments by the industry and/or airport operators, including the Airport, from time to time to meet applicable standards.

The EPA is responsible for regulating air quality and water quality. The potential exists for additional federal regulation that may require capital expenditures or changes in operations at the Airport's facilities.

Per- and Polyfluoroalkyl Substances (PFAS) are a group of manufactured chemicals that have been used in industry and consumer products since the 1940s. Many organizations worldwide mandate the use of firefighting foam that contains PFAS, known as Aqueous Film Forming Foam (AFFF), because of its effectiveness in fighting aircraft fires. However, per the EPA, certain PFAS can cause serious health problems, including cancer, if people are exposed to them over a long period of time, and they can also be harmful to aquatic and terrestrial organisms. As a result, the FAA and the Department of Defense (DoD) have engaged in a significant research project to test fluorine-free foam (F3). In December 2022, Congress directed the FAA to prepare a transition plan to ensure an orderly move to military specification (MILSPEC) F3 for aircraft firefighting. The FAA published the Aircraft Firefighting Foam Transition Plan dated May 8, 2023 to satisfy the congressional directive. In January 2023, DoD published an F3 MILSPEC and foam manufacturers can now submit MILSPEC F3 agents for qualification by DoD. Once DoD certifies that a foam meets the new specification it will be added to the Qualified Product List. [4],[5]

Airports are nationally understood to be locations for PFAS. The Airport is currently working with the Wisconsin Department of Natural Resources to produce a Site Investigation Report Addendum and Remedial Action Options Report. No assurance can be given that any future investigation and/or remediation costs for any such contamination will not be material.

Climate Change, Severe Weather and Environmental Risks

Airports may be affected by increasingly frequent or severe weather events, flooding, extreme temperatures, severe storms, wildfire smoke or other environmental conditions. Such events may disrupt airline operations, damage Airport facilities, increase operating or capital costs or reduce passenger activity. Future environmental regulations also may require additional capital investment.

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[4] https://www.faa.gov/airports/airport_safety/aircraft_rescue_fire_fighting/f3_transition*

[5] https://www.faa.gov/airports/airport_safety/aircraft_rescue_fire_fighting/f3_transition/aircraft-fireifighting-foam-transition-plan*

* Such website is not maintained by parties to this transaction and no information is incorporated herein by reference.

Force Majeure Events Affecting the County and the Airport

There are certain unanticipated events beyond the County's control that could have a material adverse effect on the County's or the Airport's operations, financial condition, or revenues if they were to occur. Such events may include, without limitation, floods, earthquakes, epidemics, pandemics, severe weather, fire, freight embargoes, labor strikes or work stoppages, civil disturbances, acts of war or terrorism, sabotage, utility failures, pollution, environmental contamination, supply chain disruptions, cyber incidents, and other casualties or acts of God. No assurance can be given that any such event will not occur or, if it does occur, as to its severity, duration, or effect on the operations or financial condition of the County or the Airport, including the County's ability to generate Airport revenues or make payments on the Series 2026 Bonds.

Potential Limitation of Tax Exemption of Interest on the Series 2026 Bonds

From time to time, the President of the United States, the United States Congress and/or state legislatures have proposed and could propose in the future, legislation that, if enacted, could cause interest on the Series 2026 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners of the Series 2026 Bonds from realizing the full current benefit of the tax status of such interest. Clarifications of the Internal Revenue Code of 1986, as amended (the "Code"), or court decisions may also cause interest on the Series 2026 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation. The introduction or enactment of any such legislative proposals or any clarification of the Code, or court decisions may also affect the market price for, or marketability of, the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should consult their own tax advisors regarding any such pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

IRS Examination of Tax-Exempt Bonds

The Internal Revenue Service (the "IRS") has a division dedicated to monitoring compliance with the federal tax requirements applicable to tax-exempt bonds. The IRS may examine the Series 2026 Bonds or other tax-exempt obligations issued by the County. Any such examination, or an adverse determination regarding the exclusion of interest on the Series 2026 Bonds from gross income for federal income tax purposes, could materially adversely affect the marketability or market value of the Series 2026 Bonds.

Enforcement Actions

The remedies available to the owners of the Series 2026 Bonds upon nonpayment of principal of or interest on the Series 2026 Bonds are in many respects dependent upon judicial enforcement actions, which are often subject to discretion and delay.

Forward-Looking Statements

This Official Statement and APPENDIX A "AIRPORT CONSULTANT LETTER," contain statements relating to future results that are "forward looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "forecast," "projection," "intend," "expect," and similar expressions identify forward looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward looking statements. Among the factors that may cause projected revenues and expenditures to be materially different from those anticipated are an inability to incur debt at assumed rates, construction delays, increases in construction costs, general economic downturns, factors affecting the airline industry in general, federal legislation and/or regulations, and regulatory and other restrictions, including but not limited to those that may affect the ability to undertake the timing or the costs of certain projects.

Municipal Bankruptcy

Municipalities are prohibited from filing for bankruptcy under Chapter 11 (reorganization) or Chapter 7 (liquidation) of the U.S. Bankruptcy Code (11 U.S.C. §§ 101-1532) (the "Bankruptcy Code"). Instead, the Bankruptcy Code permits municipalities to file a petition under Chapter 9 of the Bankruptcy Code, but only if certain requirements are met. These requirements include that the municipality must be "specifically authorized" under State law to file for relief under Chapter 9. For these purposes, "State law" may include, without limitation, statutes of general applicability enacted by the State legislature, special legislation applicable to a particular municipality, and/or executive orders issued by an appropriate officer of the State's executive branch.

As of the date hereof, Wisconsin law contains no express authority for municipalities to file for bankruptcy relief under Chapter 9 of the Bankruptcy Code.

Nevertheless, there can be no assurance (a) that State law will not change in the future, while the Series 2026 Bonds are outstanding, in a way that would allow the County to file for bankruptcy relief under Chapter 9 of the Bankruptcy Code; or (b) even absent such a change in State law, that an executive order or other executive action could not effectively authorize the County to file for relief under Chapter 9. If, in the future, the County were to file a bankruptcy case under Chapter 9, the relevant bankruptcy court would need to consider whether the County could properly do so, which would involve questions regarding State law authority as well as other questions such as whether the County is a municipality for bankruptcy purposes. If the relevant bankruptcy court concluded that the County could properly file a bankruptcy case, and that determination was not reversed, vacated, or otherwise substantially altered on appeal, then the rights of holders of the Series 2026 Bonds could be modified in bankruptcy proceedings. Such modifications could be adverse to holders of the Series 2026 Bonds, and there could ultimately be no assurance that holders of the Series 2026 Bonds would be paid in full or in part on the Series 2026 Bonds. Further, under such circumstances, there could be no assurance that the Series 2026 Bonds would not be treated as general, unsecured debt by a bankruptcy court, meaning that claims of holders of the Series 2026 Bonds could be viewed as having no priority (a) over claims of other creditors of the County; (b) to any particular assets of the County, or (c) to revenues otherwise designated for payment to holders of the Series 2026 Bonds.

Moreover, if the County were determined not to be a "municipality" for the purposes of the Bankruptcy Code, no representations can be made regarding whether it would still be eligible for voluntary or involuntary relief under Chapters of the Bankruptcy Code other than Chapter 9 or under similar federal or state law or equitable proceeding regarding insolvency or providing for protection from creditors. In any such case, there can be no assurance that the consequences described above for the holders of the Series 2026 Bonds would not occur.

General

The County derives a substantial portion of its operating revenues from landing fees and facility rental fees paid by airlines using the Airport System. The financial strength and stability of these airlines, together with numerous other factors, influence the level of aviation activity within the Airport System and revenues, including PFCs, realized by the County. Individual airline decisions regarding level of service also affect total enplanements.

Performance of Major Airlines at the Airport

The performance of major airlines operating at the Airport can affect future passenger traffic. The four largest airlines accounted for approximately 91.3% of 2025 enplanements. The future operational and financial performances of these airlines will likely influence air traffic activity at the Airport.

Airline Information

Southwest, Delta, American, and United, the airlines with the highest market shares at the Airport, along with certain other major and national airlines serving the Airport or their respective parent corporations are subject to the periodic reporting requirements of the Exchange Act and, in accordance therewith, file reports and other information with the Securities and Exchange Commission. Certain information, including financial information, as of particular dates concerning such airlines or their respective parent corporations, is disclosed in certain reports and statements filed with the Commission. Such reports and statements can be inspected in the Public Reference Room of the Commission at 450 Fifth St., N.W., Washington, D.C. 20549, and at the Commission's regional offices at 500 West Madison Street, Suite 1400, Chicago, Illinois 60661; and copies of such reports and statements can be obtained from the Public Reference Section of the Commission, 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. Additional information with respect to the filings of the airlines may be retrieved at the SEC.gov site using the SEC's EDGAR database. In addition, each airline is required to file periodic reports of financial and operating statistics with the Department of Transportation. Such reports can be inspected at the following location: Office of Aviation Information Management, Data Requirements and Public Reports Division, Research and Special Programs Administration, Department of Transportation, 400 7th Street, S.W., Washington, D.C. 20590.

Neither the County nor the Underwriter undertakes any responsibility for and make no representations as to the accuracy or completeness of the content of information available from the Securities and Exchange Commission or the U.S. Department of Transportation as discussed in the preceding paragraph, including, but not limited to, updates of such information or links to other internet sites accessed through the Commission's website.

LITIGATION

As certified by authorized representatives and officials of the County, there is no threatened or pending litigation of any nature against the County or its employees which is likely to result in a judgment that would affect the issuance and delivery of the Series 2026 Bonds or the setting and collection of rates, fees and charges necessary to pay the principal and interest thereon, and the corporate existence, the boundaries of the County, and the title of its present officers to their respective offices is not being contested.

There are lawsuits pending before the United States District Court for the Eastern District of Wisconsin, United States Court of Appeals for the Seventh Circuit, and Wisconsin state courts against the County as a body corporate or its employees. Based upon information and knowledge about such matters and past experience, the County does not believe that such litigation will result in a final judgment against the County or its employees that would materially affect the County's financial position; however, it is impossible to guarantee the outcome of any litigation, which is determined by various factors including the decisions of the courts and juries.

CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization, issuance and sale of the Series 2026 Bonds are subject to the approving legal opinion of Quarles & Brady LLP, Milwaukee, Wisconsin, and Emile Banks & Associates, LLC, Milwaukee, Wisconsin, Co-Bond Counsel (the "Co-Bond Counsel"), who have been retained by, and act as, Co-Bond Counsel to the County. Certain legal matters in connection therewith will be passed upon for the County by the Milwaukee County Corporation Counsel and for the Underwriter by its counsel, Butler Snow LLP.

Quarles & Brady LLP has been retained by the County to serve as Disclosure Counsel to the County with respect to the Series 2026 Bonds. Although, as Disclosure Counsel to the County, Quarles & Brady LLP has assisted the County with certain disclosure matters, Quarles & Brady LLP has not undertaken to independently verify the accuracy, completeness or sufficiency of this Official Statement or other offering material relating to the Series 2026 Bonds and assumes no responsibility whatsoever nor shall have any liability to any other party for the statements or information contained or incorporated by reference in this Official Statement. Further, Quarles & Brady LLP makes no representation as to the suitability of the Series 2026 Bonds for any investor.

TAX EXEMPTION

Quarles & Brady LLP, Milwaukee, Wisconsin, and Emile Banks & Associates, LLC, Milwaukee, Wisconsin, Co-Bond Counsel, will deliver legal opinions with respect to the federal income tax exemption applicable to the interest on the Series 2026 Bonds under existing law substantially in the following forms:

> "The interest on the Series 2026 Bonds is excludable for federal income tax purposes from the gross income of the owners of the Series 2026 Bonds, except for interest on any Series 2026 Bonds held by a "substantial user" of the facilities financed by the Series 2026 Bonds or a "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the Series 2026 Bonds is, however, an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and is taken into account in determining the "adjusted financial statement income" for purposes of comparing the federal alternative minimum tax imposed on Applicable Corporations (as defined in Section 59(k) of the Code). The Code contains requirements that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order for interest on the Series 2026 Bonds to be or continue to be excludable from gross income for federal income tax purposes. Failure to comply with certain of those requirements could cause the interest on the Bonds to be included in gross income retroactively to the date of issuance of the Series 2026 Bonds. The County has agreed to comply with all of those requirements. The opinion set forth in the first sentence of this paragraph is subject to the condition that the County comply with those requirements. We express no opinion regarding other federal tax consequences arising with respect to the Series 2026 Bonds.

In addition, prospective purchasers of the Series 2026 Bonds should be aware that ownership of the Series 2026 Bonds may result in collateral federal income tax consequences to certain taxpayers. Co-Bond Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Series 2026 Bonds should consult their tax advisors as to collateral federal income tax consequences.

From time to time, legislation is proposed, and there are or may be legislative proposals pending in the Congress of the United States that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Series 2026 Bonds. It cannot be predicted whether, or in what form, any proposal that could alter one or more of the federal tax matters referred to above or adversely affect the market value of the Series 2026 Bonds may be enacted. Prospective purchasers of the Series 2026 Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Co-Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The interest on the Series 2026 Bonds is not exempt from present Wisconsin income or franchise taxes.

Not Bank Qualified Obligations

The Series 2026 Bonds shall not be "Qualified Tax-Exempt Obligations" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Original Issue Discount

To the extent that the initial public offering price of certain of the Series 2026 Bonds is less than the principal amount payable at maturity, such Series 2026 Bonds ("Discounted Bonds") will be considered to be issued with original issue discount. The original issue discount is the excess of the stated redemption price at maturity of a Discounted Bond over the initial offering price to the public, excluding underwriters or other intermediaries, at which price a substantial amount of such Discounted Bonds were sold (issue price). With respect to a taxpayer who purchases a Discounted Bond in the initial public offering at the issue price and who holds such Discounted Bond to maturity, the full amount of original issue discount will constitute interest that is not includible in the gross income of the owner of such Discounted Bond for federal income tax purposes and such owner will not, subject to the caveats and provisions herein described, realize taxable capital gain upon payment of such Discounted Bond upon maturity.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discounted Bond, on days that are determined by reference to the maturity date of such Discounted Bond. The amount treated as original issue discount on a Discounted Bond for a particular semiannual accrual period is generally equal to (a) the product of (i) the yield to maturity for such Discounted Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discounted Bond at the beginning of the particular accrual period if held by the original purchaser; and less (b) the amount of any interest payable for such Discounted Bond during the accrual period. The tax basis is determined by adding to the initial public offering price on such Discounted Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If a Discounted Bond is sold or exchanged between semiannual compounding dates, the original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

For federal income tax purposes, the amount of original issue discount that is treated as having accrued with respect to such Discounted Bond is added to the cost basis of the owner in determining gain or loss upon disposition of a Discounted Bond (including its sale, exchange, redemption, or payment at maturity). Amounts received upon disposition of a Discounted Bond that are attributable to accrued original issue discount will be treated as tax-exempt interest, rather than as taxable gain.

The accrual or receipt of original issue discount on the Discounted Bonds may result in certain collateral federal income tax consequences for the owners of such Discounted Bonds. The extent of these collateral tax consequences will depend upon the owner's particular tax status and other items of income or deduction.

The Code contains additional provisions relating to the accrual of original issue discount. Owners who purchase Discounted Bonds at a price other than the issue price or who purchase such Discounted Bonds in the secondary market should consult their own tax advisors with respect to the tax consequences of owning the Discounted Bonds. Under the applicable provisions governing the determination of state and local taxes, accrued interest on the Discounted Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment until a later year. Owners of Discounted Bonds should consult their own tax advisors with respect to the state and local tax consequences of owning the Discounted Bonds.

Bond Premium

To the extent that the initial offering price of certain of the Series 2026 Bonds is more than the principal amount payable at maturity, such Series 2026 Bonds ("Premium Bonds") will be considered to have bond premium.

Any Premium Bond purchased in the initial offering at the issue price will have "amortizable bond premium" within the meaning of Section 171 of the Code. The amortizable bond premium of each Premium Bond is calculated on a daily basis from the issue date of such Premium Bond until its stated maturity date on the basis of a constant interest rate compounded at each accrual period (with straight line interpolation between the compounding dates). An owner of a Premium Bond that has an amortizable bond premium is not allowed any deduction for the amortizable bond premium; rather, the amortizable bond premium attributable to a taxable year is applied against (and operates to reduce) the amount of tax-exempt interest payments on the Premium Bonds. During each taxable year, such an owner must reduce his or her tax basis in such Premium Bond by the amount of the amortizable bond premium that is allocable to the portion of such taxable year during which the holder held such Premium Bond. The adjusted tax basis in a Premium Bond will be used to determine taxable gain or loss upon a disposition (including the sale, exchange, redemption, or payment at maturity) of such Premium Bond.

Owners of Premium Bonds who did not purchase such Premium Bonds in the initial offering at the issue price should consult their own tax advisors, also, with respect to the tax consequences of owning such Premium Bonds. Owners of Premium Bonds should consult their own tax advisors, also, with respect to the state and local tax consequences of owning the Premium Bonds.

UNDERWRITING

The Series 2026 Bonds are being purchased by Raymond James (the "Underwriter") subject to certain terms and conditions set forth in the Bond Purchase Agreement between the County and the Underwriter, including the approval of certain legal matters by Co-Bond Counsel and the existence of no material adverse change in the condition of the Airport System's finances from that set forth in this Official Statement.

The purchase price payable by the Underwriter for the Series 2026A Bonds is $______________ representing the par amount plus net original issue premium of $________ and less an Underwriter's discount of $_________. The purchase price payable by the Underwriter for the Series 2026B Bonds is $______________ representing the par amount plus net original issue premium of $________ and less an Underwriter's discount of $_________.The Series 2026 Bonds are offered for sale to the public at the prices producing the yields set forth on the inside cover page of this Official Statement. The Series 2026 Bonds may be offered and sold to certain dealers at prices lower than such public offering prices, and the Underwriter may change such offering prices from time to time.

The Underwriter and its affiliates are full-service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing, and brokerage services. The Underwriter and its affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the County, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriter and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the County.

The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas, and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

CO-FINANCIAL ADVISORS

The County has retained PFM Financial Advisors, LLC, Milwaukee, Wisconsin, and Independent Public Advisors, LLC, Kansas City, Missouri, as Co-Financial Advisors (the "Co-Financial Advisors") with respect to the issuance of the Series 2026 Bonds. The Co-Financial Advisors have relied upon governmental officials and other sources to provide assistance to the County. The Co-Financial Advisors have reviewed this Official Statement but have not been engaged, nor have they undertaken, to independently verify the accuracy of such information. The Co-Financial Advisors are not public accounting firms and have not been engaged by the County to compile, review, examine, or audit any information in this Official Statement in accordance with accounting standards. Both PFM Financial Advisors, LLC and Independent Public Advisors, LLC are registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a municipal advisor. The Co-Financial Advisors will not participate in the underwriting of the Series 2026 Bonds.

Requests for information concerning the County may be addressed to PFM Financial Advisors, LLC, 9000 West Chester Street, Suite 100, Milwaukee, Wisconsin 53214, (414/771-2700).

RATINGS

The Series 2026 Bonds have been assigned municipal bond ratings of "A1" by Moody's Investors Service, Inc. ("Moody's"), and "A+" by Fitch Ratings ("Fitch").

The ratings do not constitute a recommendation by the rating agencies to buy, sell, or hold the Series 2026 Bonds. A further explanation of the significance of the ratings must be obtained from the rating agencies. The ratings are subject to revision or withdrawal at any time by the respective rating agency, and there is no assurance that a rating will continue for any period of time or that it will not be revised or withdrawn. Any downward revision or withdrawal of a rating may have an adverse effect on the market price of the Series 2026 Bonds.

AVAILABILITY AND INCORPORATION BY REFERENCE OF DOCUMENTS AND FINANCIAL INFORMATION

On July 29, 2026 the County filed with the Municipal Securities Rulemaking Board ("MSRB"), the Annual Comprehensive Financial Report of the County for the year ended December 31, 2025 (the "County ACFR"). There is hereby included in this Official Statement by this reference the information contained in the County ACFR with respect to the Airport System, which information should be read in its entirety in conjunction with this Official Statement.

A copy of the County ACFR may be obtained from the MSRB (http://emma.msrb.org/) or the County's website (http://county.milwaukee.gov/EN/Comptroller/Reports).

CONTINUING DISCLOSURE

In order to assist the Underwriter in complying with SEC Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, pursuant to the Securities Exchange Act of 1934, as amended, as authorized by the 2026 Supplemental Resolution, the County will enter into a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate") for the benefit of the owners of the Series 2026 Bonds to provide certain financial information and operating data relating to the County to the MSRB through the Electronic Municipal Market Access system ("EMMA"), and to provide notices to EMMA of the occurrence of certain events enumerated in the Rule. The terms and conditions of the Continuing Disclosure Certificate, as well as the information to be contained in the annual report or the notices of material events, are set forth in the Continuing Disclosure Certificate to be executed and delivered by the County at the time the Series 2026 Bonds are delivered. The Continuing Disclosure Certificate will be in substantially the form attached hereto as Appendix C.

In the previous five years, the County has not failed to comply in all material respects with any previous continuing disclosure undertakings under the Rule.

In recognition of the importance of complying with its obligations under the County's continuing disclosure certificates, the County implemented procedures in early 2013 to help ensure future compliance. The County has strengthened its internal controls by placing debt issuance and the associated disclosure requirements under the direct supervision of the Office of the Comptroller of the County.

A failure by the County to comply with the Continuing Disclosure Certificate will not constitute an event of default on the Series 2026 Bonds or under the Bond Resolutions (although owners of the Series 2026 Bonds will have the right to obtain specific performance under the Continuing Disclosure Certificate). Nevertheless, such a failure must be reported in accordance with the Rule.

CERTIFICATION

As of the date of the settlement of the Series 2026 Bonds, the Underwriter will be furnished with a certificate signed by the Comptroller, or her designee. The certificate will state that, as of the date of this Official Statement, this Official Statement did not and does not, as of the date of the certificate, contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

* * * * *

MILWAUKEE COUNTY, WISCONSIN

By: ______________________________
Name:
Title:

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APPENDIX A

AIRPORT CONSULTANT LETTER

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UNISON CONSULTING
A Paslay Group company

Milwaukee County Airport System

Series 2026A Airport Revenues Bonds and Series 2026B Airport Revenue Refunding Bonds

Airport Consultant Letter

August 28, 2026

MKE
MILWAUKEE

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August 28, 2026

Mr. David Crowley
County Executive
901 N. 9th St.
Milwaukee, WI
53233

Re: Milwaukee Mitchell International Airport, Milwaukee County Airport Revenue Bonds Series 2026

Dear Mr. Crowley:

Milwaukee County (the County) is issuing Airport Revenue Bonds, Series 2026A (the Series 2026A Bonds) and Airport Revenue Refunding Bonds, Series 2026B (the Series 2026B Bonds) collectively (the Series 2026 Bonds) to (1) pay all or a portion of the costs of constructing a new international arrivals terminal (IAT), design of replacing loading bridges, design and construction of taxiways and runways, and design of parking lots and roadways at Milwaukee Mitchell International Airport (MKE or the Airport), (2) to refund all of the Airport Revenue Refunding Bonds, Series 2016A (AMT), (3) pay certain costs of issuance related to the issuance and (4) fund the debt service reserve account.

The Series 2026 Bonds are being issued pursuant to the General Bond Resolution adopted by the Board of Supervisors (the Board) on June 22, 2000, which established the airport revenue bond program (the General Resolution) as amended and supplemented, including the Supplemental Resolution adopted on March 19, 2026 (the 2026 Supplemental Resolutions). The General Resolution and the 2026 Supplemental Resolutions are collectively referred to as the Bond Resolutions.

The Airport Consultant Letter (the Consultant Letter) is being issued as an update to key information in the Financial Feasibility Report issued by Unison Consulting, Inc. dated September 9, 2025 (the Series 2025 Report) in conjunction with funding the Series 2025 Projects which consisted of replacement of passenger loading bridges (phases 2 and 3) and rehabilitation of the MKE Saver Lot A. The Series 2026A Bonds are being used to fund a portion of several projects in the Airport's calendar year (CY) 2026-2030 Capital Improvement Program (CIP) described below.

Additionally, the Consultant Letter discusses the latest trends and structural changes in the Airport's regional service area, macroeconomic environment, and commercial aviation activity. It presents updated forecasts of commercial aviation activity and concludes with an update on the most recent five-year historical financial trends and projections for CY2026–2031.

THE AIRPORT AND THE COUNTY

The Airport is located approximately six miles south of downtown Milwaukee and encompasses approximately 2,331 acres, including the MKE Regional Business Park. It is Wisconsin's largest commercial service airport and serves the Milwaukee-Waukesha, WI, Metropolitan Statistical Area (the Milwaukee MSA), which includes Milwaukee, Ozaukee, Washington, and Waukesha Counties, and had a total population of approximately 1.6 million in 2025.

As of June 2026, seven signatory passenger airlines—Alaska, American, Delta, Frontier, Southwest, Sun Country, and United—and two signatory all-cargo carriers—FedEx Corporation (FedEx) and United Parcel Service (UPS)—served the Airport. The Airport accommodated approximately 2.9 million enplanements in 2025, a decrease of approximately 7 percent from 2024, driven by airline capacity reductions and network adjustments. Passenger traffic remains below its 2019 pre-pandemic level and is forecast to remain below that level throughout the forecast period. Based on CY2025 enplanements, the FAA preliminarily ranked MKE as the nation's 57th busiest commercial service airport and continues to classify it as a medium hub, defined as an airport that enplanes between 0.25 percent and 1 percent of the total U.S. enplaned revenue passengers on certificated route air carriers.[1]

Timmerman Airport serves as a general aviation reliever airport for MKE. Together, the two airports comprise the Milwaukee County Airport System (the Airport System). For its financial statements and the calculation of airline rates and charges, the County consolidates the two airports' financial operations and reporting.

The County is governed by a County Executive and an 18-member Board of Supervisors, all elected on a non-partisan basis for two-year terms. The County Executive was re-elected in April 2024. In April 2026, a new County Board Supervisor was elected to represent District Five.[2]

The Airport maintains continuity with key members of the Airport System Management Team, led by Brian Dranzik, A.A.E., Airport Director since 2017, and supported by Samta Bhatnagar, Director of Finance since 2024; Spencer Langhart, C.M., Director of Operations and Maintenance since 2024; and Matthew Hoffman, A.A.E., Director of Business and Commercial Development since 2018.

The Airport continues to advance several major capital improvement projects, including the construction of the International Arrivals Terminal (IAT) and Cargo Development. These projects are intended to enhance the Airport's passenger-processing capabilities, accommodate larger cargo aircraft, and support future growth.

The Cargo Development project involves reconstructing Taxiways R3 and R4 between the South Ramp, adjacent taxiways, and the taxilanes within the South Ramp. It includes the removal of

[1] *FAA Air Carrier Activity Information System (ACAIS), Preliminary CY2025, June 2026*.

[2] David Crowley is the County Executive, and Marcelia Nicholson is the Chairwoman of the Board.

existing concrete pavement and its replacement with a full FAA-compliant pavement system, increasing pavement depth and capacity to allow larger modern aircraft to park at the new South Cargo Logistics Hub. MKE has executed a ground lease with Crow Holdings for the development of the new cargo facility. The project started in 2025 and is anticipated to finish by September 2027.

AIRPORT SYSTEM 5-YEAR CAPITAL PROGRAM

The Airport System's CY2026-2030 CIP totals approximately $237.8 million, $19.7 million less than the prior CY2025-2029 CIP. The decrease primarily reflects the advancement of several multi-year projects that received partial funding in 2025, thereby reducing the remaining costs programmed for future years.

As shown in Table 1, the Series 2026 Projects have a combined estimated cost of approximately $98.1 million, of which approximately $14.6 million will be financed with proceeds of the Series 2026A Bonds. The Series 2026 Bond proceeds will support the MKE projects summarized below.

Airfield Projects

Fuel Farm Roadway Reconstruction (Design) – This project will rehabilitate deteriorated pavement within the Fuel Farm, improve drainage, and extend the useful life of this critical airfield infrastructure. The pavement is past its useful life and has not been rehabilitated in over 20 years. The Series 2026 Bond proceeds will fund design work, including soil testing and storm sewer investigation, if needed. The scope of eventual construction work will include, where needed, roadway replacement, subgrade repair, replacement or addition of underground utilities, pavement marking, and other associated items. Design is expected to be completed in 2026. Construction is expected to be completed in 2028.

Rehabilitation Bullseye (Construction) – This project involves construction to rehabilitate the pavement at the intersection of Runways 1L-19R and 7R-25L (the "Bullseye") and the adjacent pavement along the two main Runways 7R-25L and 1L-19R. It includes rehabilitation of asphalt and concrete pavement, totaling approximately 30,787 square yards. The project also includes grooving, pavement marking, and storm sewer work. Lighting, marking, and signage requirements will be determined during the design process. This project has an estimated completion date of 2026.

Rehabilitation of Taxiway F (between Runway 19R and Taxiway H) (Construction) – This project rehabilitates Taxiway F between Runways 1L/19R and 7L/25R, an important taxiway serving Runway 7L/25R and tenants in the northeast corner of the Airport. Pavement testing in 2020 yielded a Pavement Condition Index (PCI) of 50—a PCI at or below 65 indicates the need for major rehabilitation. The pavement has reached the point where major rehabilitation is warranted to preserve operational reliability, extend its useful life by 10 years, and avoid more costly reconstruction in the future. Construction is expected to be completed in 2026.

Terminal Projects

International Arrival Terminal (IAT) (Construction) – This project involves the construction of a new IAT in the same location as Concourse E. The new building will have two gates that will serve both domestic and international arrivals/departures and will contain a Federal Inspection Services (FIS) facility that meets the current design standards of the Department of Homeland Security. The construction began in September 2025 and is expected to be completed in October 2027. Demolition has been completed, and structural construction is underway. Series 2026 Bond proceeds will fund the projected funding needs for 2026.

Surface Lot Rehabilitation (Design) – This project involves design work to rehabilitate the Airport's surface parking lot, including soil testing, if needed, and storm sewer investigation. The scope of eventual construction work includes asphalt replacement or overlay, subgrade repair, replacement of underground utilities, fencing, pavement marking, and associated site improvements. Design is estimated to start in 2026 and be completed by 2027. Construction is expected to be completed in 2028.

Employee Parking Lot Rehabilitation (Design) – This project involves design work to rehabilitate the Employee Parking Lot, replacing deteriorated pavement that has exceeded its useful life. Design is expected to be completed in 2026. Construction is expected to be completed in 2028.

Passenger Loading Bridge Replacement – Part 2 - 2026 (Design) – This phase of the Airport's multi-year passenger loading bridge replacement program includes the design for the replacement of loading bridges at nine passenger gates (C9, C20, C21, D30, D47, D51, D52, D53, and D57) in concourses C and D, together with associated modifications to fuel pits, foundations, utilities, security systems, and related infrastructure. Construction is expected to be completed in 2028-2031.

Apron Projects

North Apron Rehabilitation (Construction)– This project involves construction to rehabilitate approximately 25,600 square yards of pavement (concrete and asphalt) on the North Apron, along with associated drainage structures, storm sewer pipe replacement, minor site restoration, and pavement marking. A 2016 condition assessment found PCI values ranging from 02 to 40, well below the 65 value threshold for major rehabilitation. Construction is expected to be completed in 2026.

Table 1 | Funding Plan for Series 2026 Bond Projects (in Thousands)

	Total Project Cost	Other Funding							Series 2026 Bonds	
		ADF	Federal AIG	Federal ATP	State	Future PFC Bond	PFC PAYGO	Other [1, 2]	PFC Bond	GARBS
AIRFIELD PROJECTS:										
Fuel Farm Roadway Reconstruction (Design)	$168	-	-	-	-	-	-		-	$168
Rehabilitate Bullseye (Construction)	$4,257	$13	$3,193	-	$532	-	$37	-	$482	-
Rehabilitate Taxiway F (between Runway 19R and Taxiway H) (Construction)	$885	-	$664	-	$111	-	-	-	$111	-
TERMINAL PROJECTS:										
International Arrival Terminal (Construction)	$88,094	$20,100	$5,875	$21,500	$1,250	$5,753	$20,000	$1,571	$12,045	-
Surface Lot Rehabilitation (Design)	$298	-	-	-	-	-	-		-	$298
Employee Parking Lot Rehabilitation (Design)	$352	-	-	-	-	-	-		-	$352
Passenger Loading Bridge Replacement – Part 2 - 2026 (Design)	$1,580	-	-	-	-	-	-	$703	-	$877
APRON PROJECTS:										
North Apron Rehab (Construction)	$2,467	$46	$1,850	-	$308	$0	$12	-	$250	-
Total Series 2026 Projects	**$98,102**	**$20,160**	**$11,582**	**$21,500**	**$2,201**	**$5,753**	**$20,049**	**$2,274**	**$12,887**	**$1,695**

[1] International Arrival Terminal (IAT) - Other funds represent the application of Series 2024A Bond surplus of $402,987 and $1,168,110 in savings from an IIJA-AIG grant.

[2] Passenger Loading Bridge Replacement – Part 2-2026 (Design) – Other funds represent the application of Series 2024A Bond surplus of $703,193.

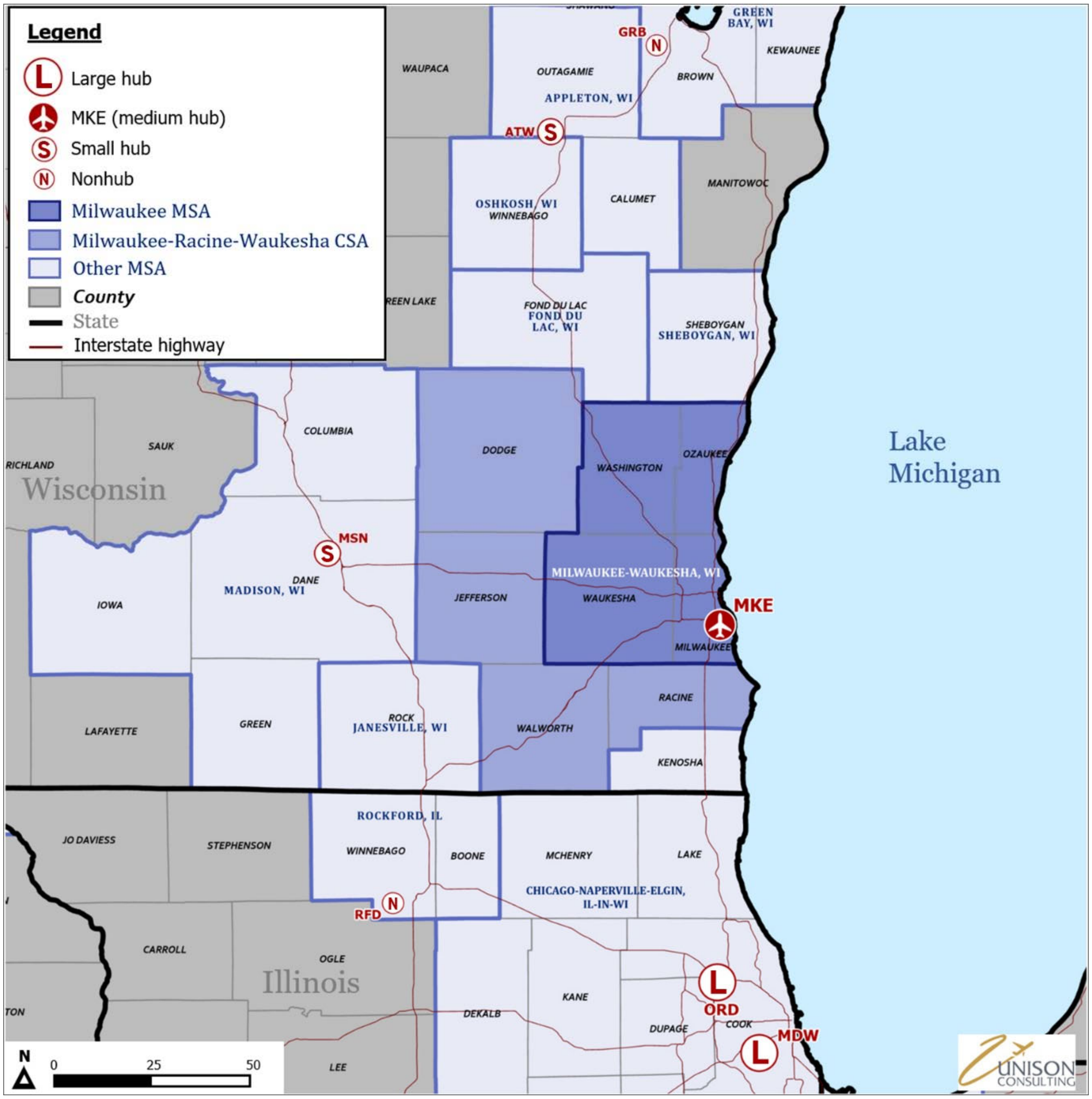
AIR SERVICE AREA

MKE draws traffic from a broad area defined by the Milwaukee-Racine-Waukesha, WI, Combined Statistical Area (CSA), which includes the Milwaukee metropolitan statistical area (MSA), along with Dodge, Jefferson, Racine, and Walworth Counties (Figure 1).[3] Our analysis centers on MKE's primary service area, the Milwaukee MSA, encompassing Milwaukee, Ozaukee, Washington, and Waukesha Counties in Wisconsin. The Milwaukee MSA is bordered to the north by the Sheboygan and Fond du Lac MSAs, to the west by the Madison MSA, to the southwest by the Janesville and Rockford (IL) MSAs, and to the south by the Chicago MSA, which includes Kenosha County, WI.

MKE competes primarily with Chicago O'Hare and Chicago Midway for passengers in southeastern Wisconsin and northern Illinois. While the Chicago airports offer a broader range of destinations and higher flight frequencies, MKE maintains a competitive advantage for many travelers through its proximity to the Milwaukee metropolitan area, convenient airport access, shorter processing times, and ease of parking. These attributes, together with a large and stable local origin-and-destination (O&D) passenger base, enable the Airport to retain a significant share of regional air travel demand despite competition from the larger Chicago airports.

[3] The Milwaukee MSA has included Milwaukee, Ozaukee, Washington, and Waukesha Counties since 2003. Prior to 2003, it also included Racine County.

Figure 1 | Milwaukee Mitchell International Airport Service Area



Sources: ESRI and Unison Consulting, Inc.

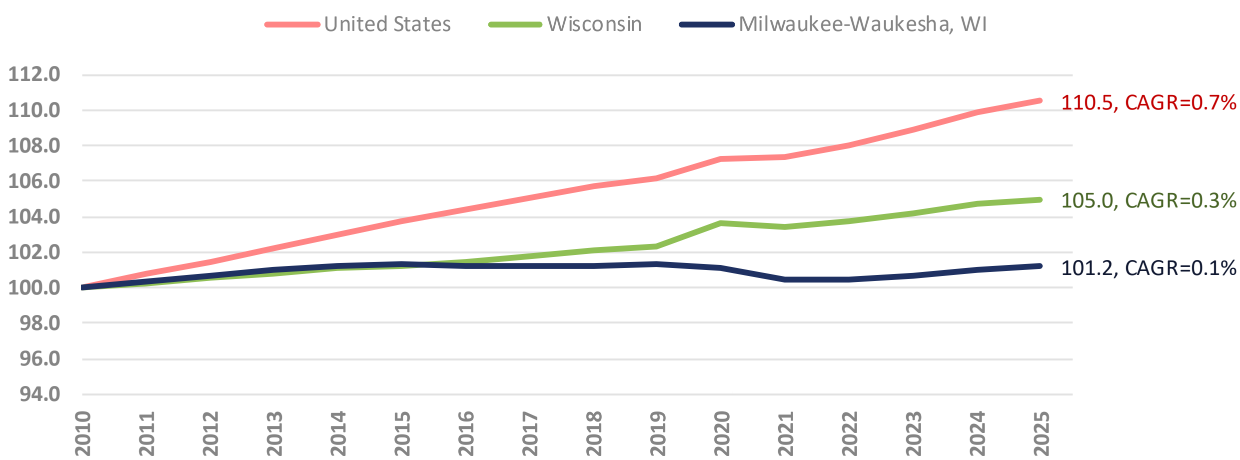
DEMOGRAPHIC AND ECONOMIC PROFILE

The Airport's passenger base is supported by the demographic and economic characteristics of the Milwaukee MSA. Population, employment, income, and business activity are the primary long-term drivers of origin-and-destination (O&D) passenger demand. The following discussion summarizes recent trends in these key indicators and their implications for future air travel demand.

Population

The Milwaukee MSA had approximately 1.6 million residents in 2025, ranking among the nation's larger metropolitan areas. Population growth has been modest over the past fifteen years, reflecting limited net migration and demographic trends common across the upper Midwest. The Milwaukee MSA's population grew at a 0.1 percent compound annual growth rate (CAGR) from 2010 to 2025, lagging behind Wisconsin's 0.3 percent and the United States' 0.7 percent. It is expected to continue its gradual long-term growth, supporting stable O&D passenger demand (Figure 2).

Figure 2 | Population Index (2010=100), 2010-2025

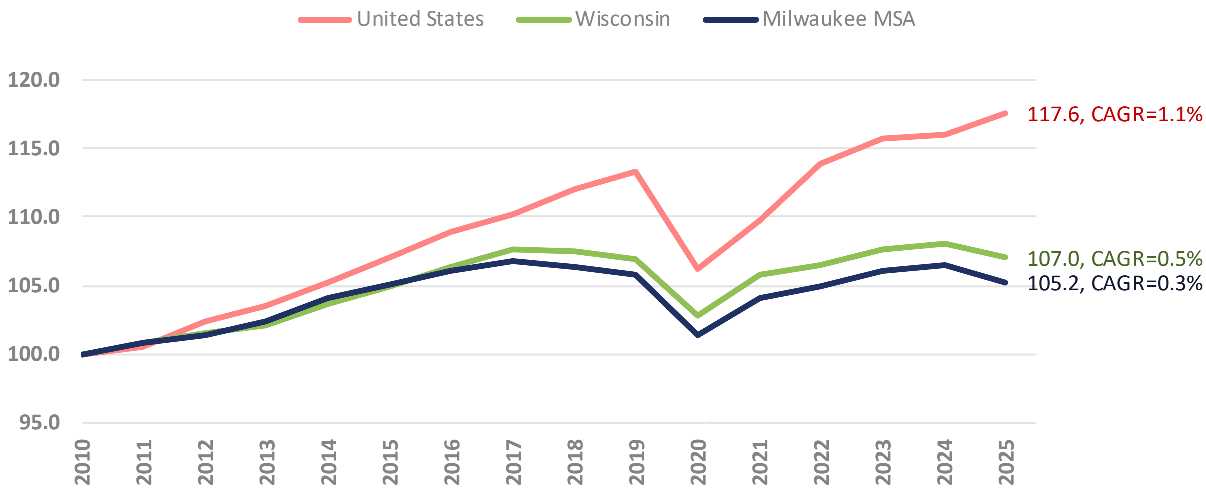


Sources: U.S. Census Bureau and Unison Consulting, Inc.
The gray area indicates an economic recession period.

Employment

Employment growth has been slower than the national average but continues to reflect a diversified regional economy: 0.3 percent CAGR vs. 0.5 percent in Wisconsin and 1.1 percent in the United States, 2010-2025 (Figure 3). Following the pandemic recession, employment recovered substantially, although growth has since moderated. Over the long term, continued gains in employment and income are expected to support gradual increases in passenger traffic.

Figure 3 | Employment Index (2010=100), 2010-2025

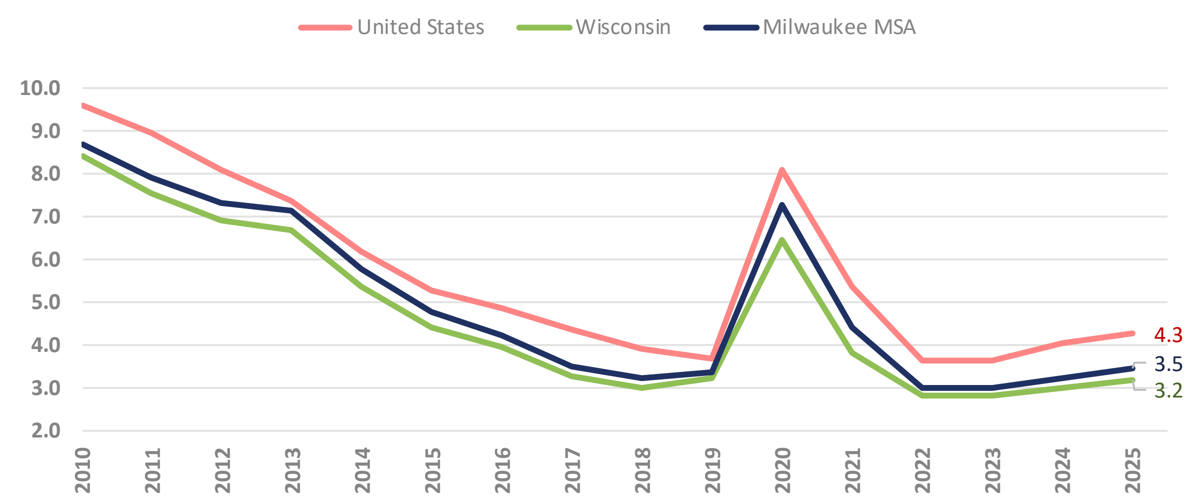


Sources: U.S. Bureau of Labor Statistics and Unison Consulting, Inc.
The gray area indicates an economic recession period.

Unemployment

The Milwaukee MSA has historically maintained unemployment rates generally comparable to Wisconsin and below or near national averages. Although labor market conditions softened during the pandemic, unemployment has returned to historically low levels, supporting consumer spending and business travel. In 2025, the average unemployment rate was 3.5 percent in the Milwaukee MSA, 3.2 percent in Wisconsin, and 4.3 percent nationally (Figure 4).

Figure 4 | Annual Average Unemployment Rate, 2010-2025

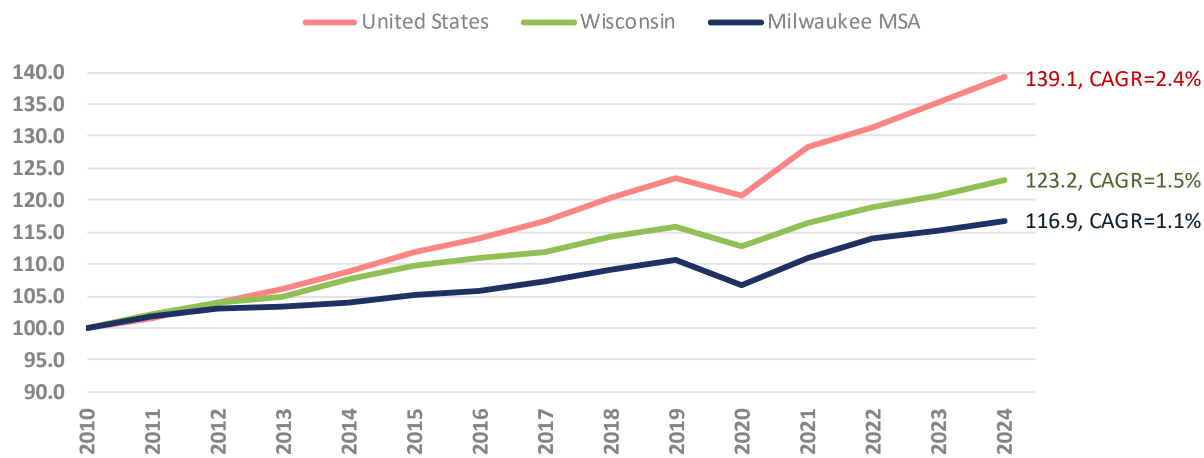


Sources: U.S. Bureau of Labor Statistics and Unison Consulting, Inc.
The gray area indicates an economic recession period.

Gross Domestic Product

Economic output within the Milwaukee MSA has generally followed national business cycles. Following the pandemic-related recession in 2020, regional GDP recovered steadily, although at a somewhat slower pace than the national economy: 1.1 percent CAGR vs. 1.5 percent in Wisconsin and 2.4 percent in the United States, 2010-2024 (Figure 5). Continued economic expansion remains an important driver of future air travel demand.

Figure 5 | Real GDP Index (2010=100), 2010-2024



Sources: U.S. Bureau of Economic Analysis and Unison Consulting, Inc.
The gray area indicates an economic recession period.

Macroeconomic Outlook

Commercial aviation demand is influenced by both regional economic conditions and the broader U.S. economy. National growth in employment, personal income, business investment, and consumer spending generally supports passenger demand, while recessions, elevated inflation, higher interest rates, and declining consumer confidence can reduce discretionary and business travel. The U.S. economy has transitioned from the rapid post-pandemic expansion to a more moderate but sustainable growth path. Although recent policy changes—including higher tariffs and federal restructuring initiatives—have increased economic uncertainty and moderated near-term growth expectations, the long-term outlook remains favorable, supported by continued productivity gains, technological innovation, infrastructure investment, and a resilient labor market. These broader economic conditions provide important context for the Airport's commercial aviation forecasts.

HISTORICAL PASSENGER TRAFFIC TRENDS

MKE is predominantly an O&D airport, with more than 99 percent of passengers beginning or ending their trips in the Milwaukee region rather than connecting through the Airport. This strong local passenger base reduces the Airport's dependence on airline hub operations and connecting traffic, making passenger demand more closely tied to regional demographic and economic conditions than changes in airline network strategies.

The U.S. airline industry has largely completed its post-pandemic recovery and has entered a new operating environment characterized by relatively strong passenger demand but constrained capacity growth. Airlines continue to allocate aircraft to their strongest-performing markets while managing aircraft delivery delays, engine and maintenance issues, supply chain constraints, and higher labor and operating costs. Industry-wide aircraft delivery delays and fleet maintenance constraints have limited airlines' ability to restore or expand service at many airports. Consequently, passenger traffic at individual airports is increasingly influenced by airline fleet availability and network planning decisions in addition to underlying market demand.

Following the unprecedented decline during the COVID-19 pandemic, passenger traffic recovered substantially. Since 2023, MKE's passenger traffic has been driven primarily by economic conditions, airline fleet availability, airline network decisions, and competitive market dynamics. Passenger traffic moderated during 2025 as several airlines reduced capacity and reallocated aircraft within their networks. Although current passenger volumes remain below the Airport's 2019 peak, MKE has established a stable operating base supported by a strong O&D market.

MKE Long-Term Enplanement History

Historically, MKE passenger traffic has generally tracked national aviation trends while exhibiting greater year-to-year volatility because of airline network changes and competitive service from nearby Chicago airports. Passenger activity increased substantially following 2020 and has more recently begun to stabilize as airline service and network patterns have evolved (Figure 6). Today, passenger trends are influenced primarily by regional economic growth, airline service development, fleet availability, and competitive conditions rather than pandemic-related recovery.

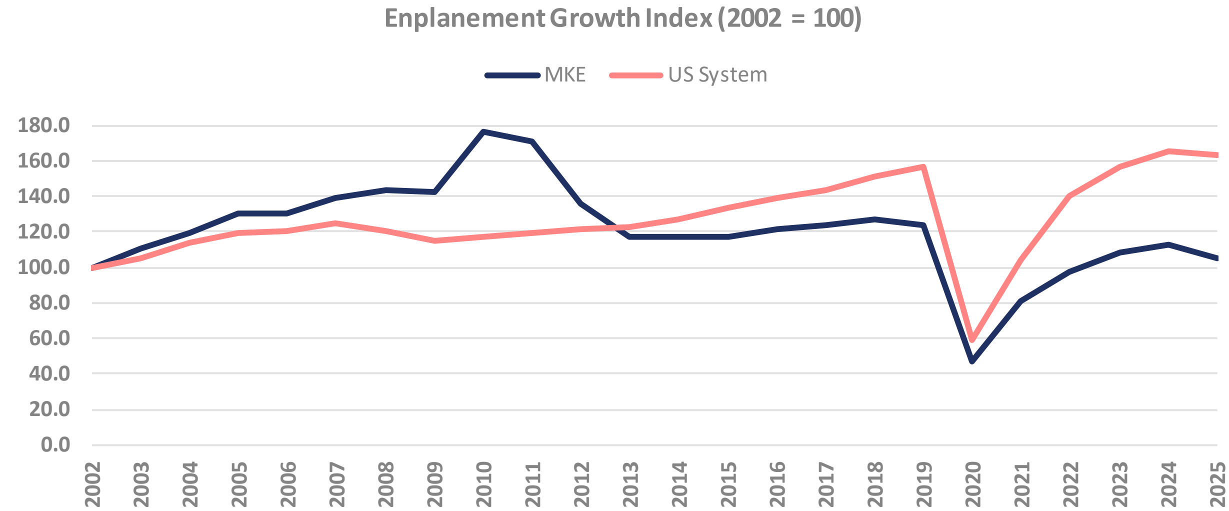
Figure 6 | MKE Annual Enplanements (1,000s), 1990-2025

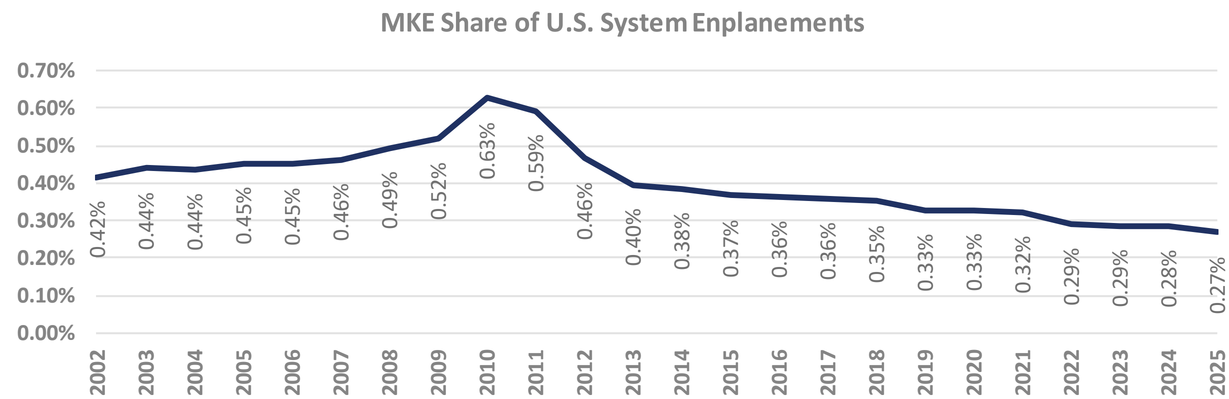
Source: Airport records.

Airport Comparison with National Trends

Figure 7 compares MKE's long-term enplanement trends with those of the U.S. commercial aviation system. While MKE has generally tracked national industry cycles, its passenger traffic has exhibited greater variability because of airline network changes and competitive market conditions. Since 2023, passenger volumes have stabilized, reflecting the transition to a more mature operating environment in which airline capacity decisions and regional economic conditions are the principal drivers of activity.

Figure 7 | Annual MKE vs. U.S. System Enplanement Trends, 2002-2025





Sources: Airport records for MKE and the U.S. Bureau of Transportation Statistics for the U.S. System.

Airline Composition

MKE is served by all four major U.S. airlines—American, Delta, Southwest, and United—along with several low-cost and ultra-low-cost carriers, including Alaska, Frontier, and Sun Country. Southwest remains the Airport's largest carrier, and the presence of multiple network and value-oriented airlines offers passengers a broad range of domestic destinations and competitive fare options. This diversified airline mix reduces dependence on any single carrier and supports the Airport's long-term competitiveness.

Southwest and Delta continue to account for approximately two-thirds of Airport enplanements, with American and United comprising most of the remaining network carrier traffic (Figure 8). While individual airline market shares have evolved over time, MKE continues to benefit from service provided by multiple network, low-cost, and ultra-low-cost carriers. Spirit's discontinuation of operations in 2026 is expected to have only a modest effect because the airline represented a relatively small share of Airport traffic, and existing carriers have absorbed the service gap.

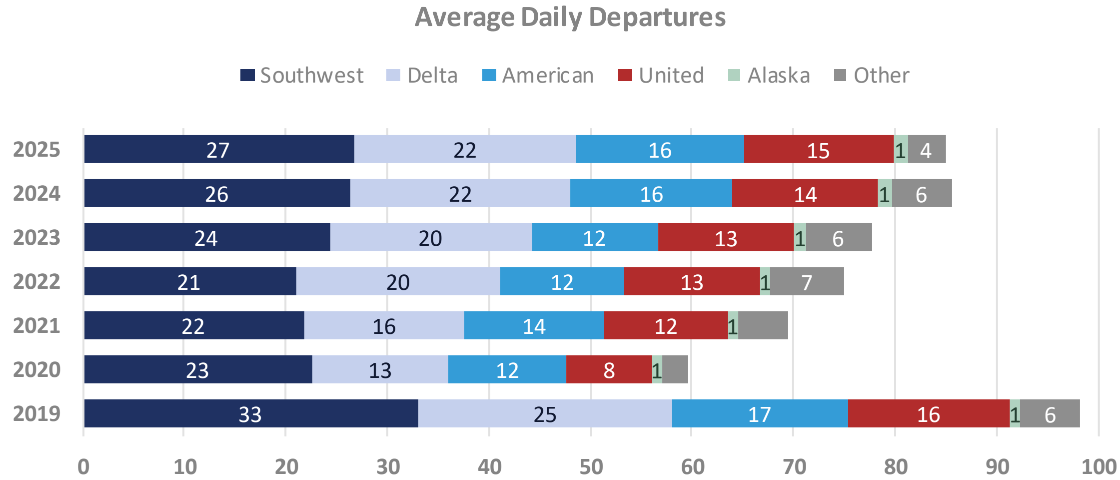
Figure 8 | Enplanement Trends by Airline, 2019-2025

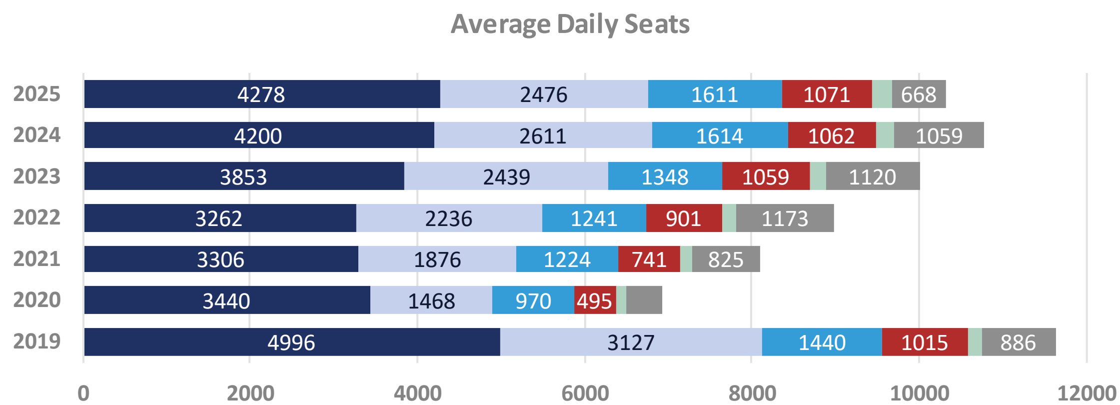
Source: Airport records.

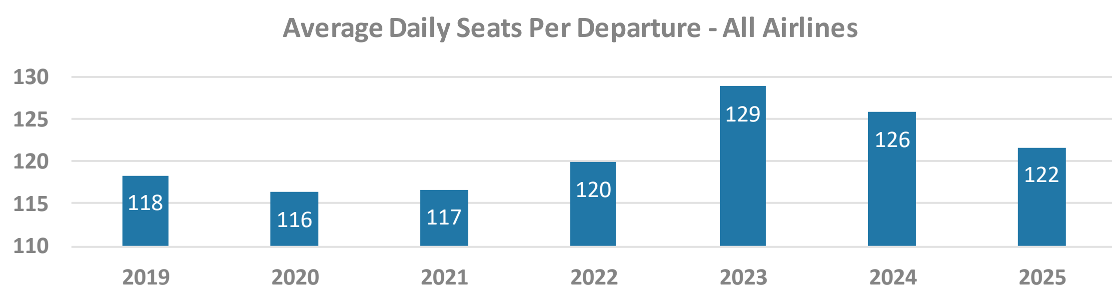
Scheduled Airline Service

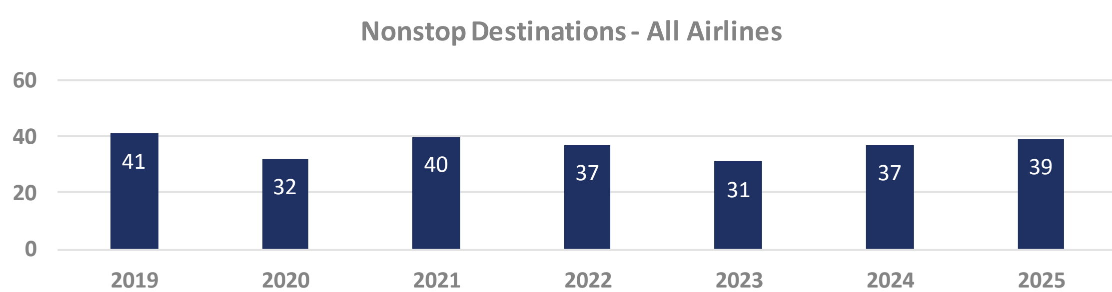
Airline schedules remain below 2019 levels but have stabilized following several years of post-pandemic adjustment (Figure 9). Average daily seats increased modestly in 2025, while average aircraft size declined from 2024 levels; departures also increased.

Figure 9 | Scheduled Passenger Service Trends, 2019-2025









Source: SRS Schedules Analyzer, last accessed on May 21, 2026.

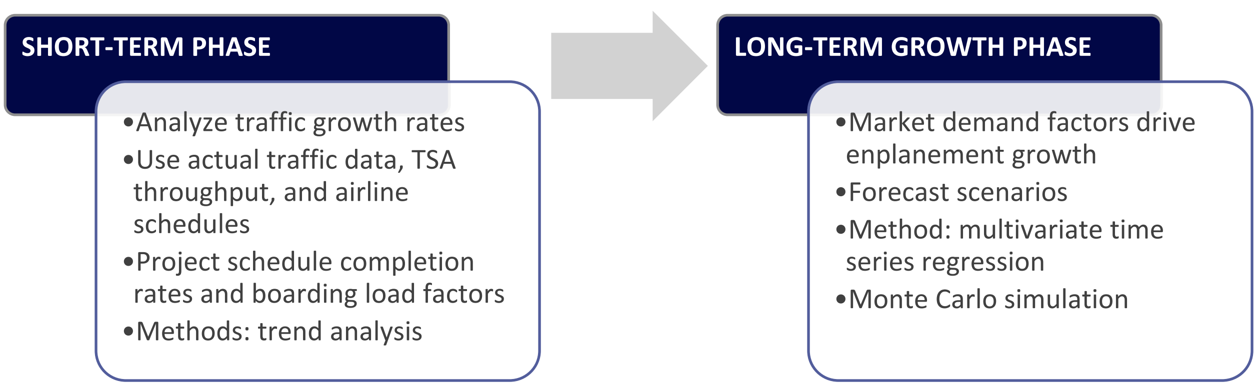
FORECAST COMMERCIAL AVIATION ACTIVITY

The forecast reflects current airline schedules, recent passenger trends, regional economic conditions, and long-term demand drivers. Three scenarios were developed to reflect a reasonable range of future outcomes. The Base scenario represents our most likely outlook and forms the basis of the financial feasibility analysis.

Forecast Methodology

A hybrid forecasting framework combines near-term airline schedule analysis with long-term econometric modeling of passenger demand. Short-term forecasts rely primarily on published airline schedules and recent traffic trends, while long-term forecasts reflect expected changes in economic conditions, airfares, and national aviation demand (Figure 10).

Figure 10 | Hybrid Forecast Development by Phase



Source: Unison Consulting, Inc.

Advance airline schedules provide the basis for projecting seats and enplanements through December 2026. Table 2 shows the projected schedule completion rates and projected seats, adjusted for potential disruptions from weather, maintenance, crew availability, and booking-related adjustments. Table 3 shows the boarding load factors, which reflect seasonal patterns and recent travel patterns.

Table 2 | Projected Schedule Completion Rates and Seats

	Schedule Completion Assumption			Seats		
Month	Base	High	Low	Base	High	Low
January 2026	-	-	-	281,796	281,796	281,796
February 2026	-	-	-	275,348	275,348	275,348
March 2026	-	-	-	358,551	358,551	358,551
April 2026	-	-	-	324,170	324,170	324,170
May 2026	100.0%	100.0%	100.0%	337,256	337,256	337,256
June 2026	100.0%	100.0%	100.0%	330,428	330,428	330,428
July 2026	100.0%	100.0%	100.0%	343,959	343,959	343,959
August 2026	99.0%	100.0%	97.0%	335,880	339,273	329,095
September 2026	98.0%	100.0%	96.0%	313,684	320,086	307,283
October 2026	98.0%	100.0%	96.0%	343,031	350,032	336,031
November 2026	97.0%	99.0%	95.0%	324,055	330,736	317,373
December 2026	97.0%	99.0%	95.0%	324,681	331,368	317,994

Sources: Cirium SRS Analyzer and Unison Consulting, Inc.
Notes: Forecasts begin in May 2026.

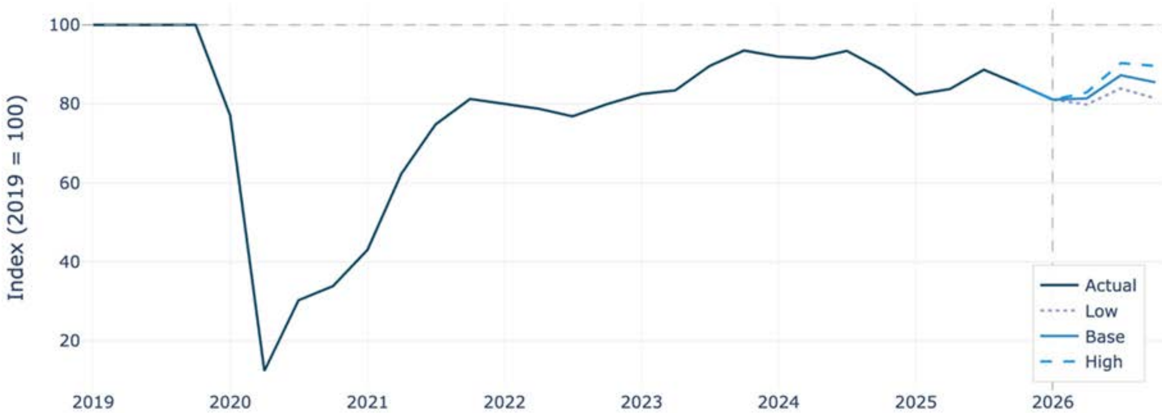
Table 3 | Actual and Projected Boarding Load Factors (BLF)

	Historical			2026 Actual/Projected BLF		
Month	2019	2024	2025	Base	High	Low
January	70.5%	71.8%	74.1%	69.2%	69.2%	69.2%
February	76.6%	79.6%	77.4%	75.0%	75.0%	75.0%
March	82.0%	81.1%	79.1%	76.6%	76.6%	76.6%
April	76.0%	76.5%	73.2%	68.6%	68.6%	68.6%
May	81.4%	81.4%	78.1%	74.8%	76.8%	72.8%
June	85.2%	83.1%	73.7%	71.0%	73.0%	69.0%
July	87.4%	80.8%	81.3%	77.4%	79.4%	75.4%
August	85.4%	81.6%	85.6%	81.8%	83.8%	79.8%
September	80.6%	79.0%	81.2%	77.4%	79.4%	75.4%
October	82.2%	81.9%	80.8%	77.2%	79.2%	75.2%
November	76.6%	78.2%	71.5%	68.3%	70.3%	66.3%
December	81.0%	80.3%	75.6%	72.0%	74.0%	70.0%
Average	**80.5%**	**79.7%**	**77.7%**	**74.2%**	**75.6%**	**72.8%**

Sources: Cirium SRS Analyzer and Unison Consulting, Inc.
BLF = enplanements/Cirium SRS seats. Blue-shaded cells are projected; unshaded cells are actual or historical. Forecasts begin in May 2026.

Quarterly enplanements, indexed to 2019, have stabilized since 2023 (Figure 11). By Q4 2026, they are projected to reach 81 percent to 90 percent of 2019 levels, with the Base scenario at 85 percent.

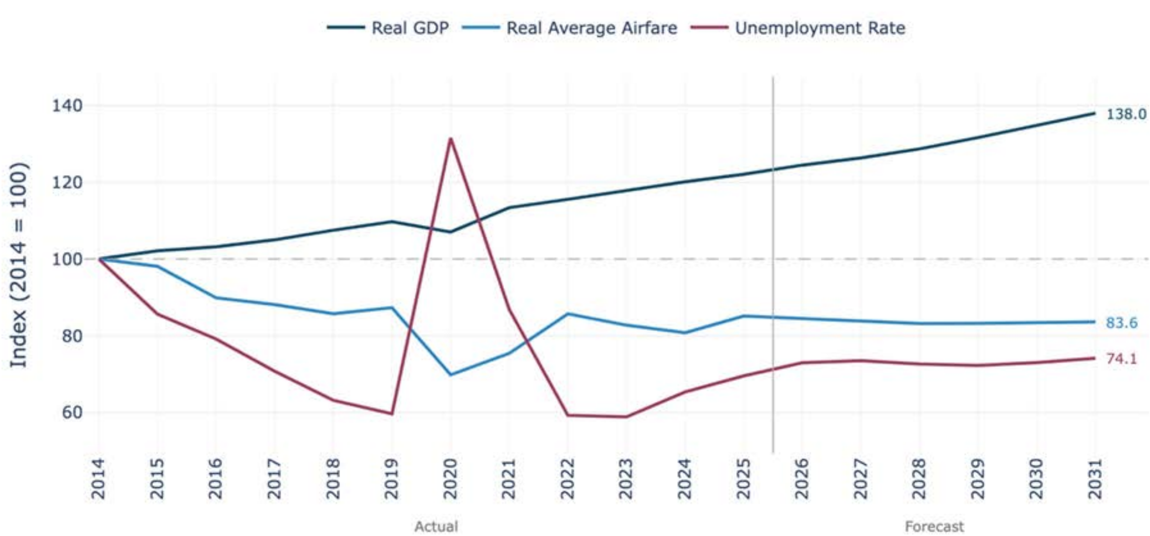
Figure 11 | Quarterly Enplanements: Actual and Forecast Indexed to 2019 Level, 2019Q1-2026Q4



Source: Unison Consulting, Inc.

Long-term passenger forecasts are based on econometric relationships between enplanements and key economic drivers, including real income, unemployment, and airfares (Figure 12). Multivariate time series regression measures the impact of these drivers, while considering structural changes associated with major industry events such as the COVID-19 pandemic and historical airline service changes at MKE.

Figure 12 | Key Regression Model Explanatory Variables: Historical and Forecast Trends, 2014-2031



Source: Unison Consulting, Inc.
Notes: For readability, historical trends in the figure begin in 2014, even though the regression model employs historical data from 1993.

Forecast Results

Figure 13 and Table 4 through Table 12 present the forecast enplanements, aircraft departures, and landed weight.

The Base forecast projects a modest decline in MKE passenger traffic in 2026 followed by gradual growth through 2031, supported by regional economic growth and gradual improvements in passenger demand under the airline schedule assumptions described above. While enplanements are expected to remain below the Airport's pre-pandemic peak through the forecast period, modest annual growth is anticipated as airlines continue to optimize capacity and demand gradually strengthens. Aircraft departures are projected to remain below historical levels as airlines continue operating larger, higher-capacity aircraft, resulting in continued improvements in passenger volumes without a corresponding increase in flight activity. Landed weight is projected to increase gradually as airlines continue deploying larger aircraft.

The Low and High scenarios are percentile-based cases from the selected exogenous-driver Monte Carlo simulations. The simulation applies shocks to real airfare, U.S. real per-capita GDP, and U.S. unemployment around the baseline path, preserving cross-driver correlation and one-year serial structure.

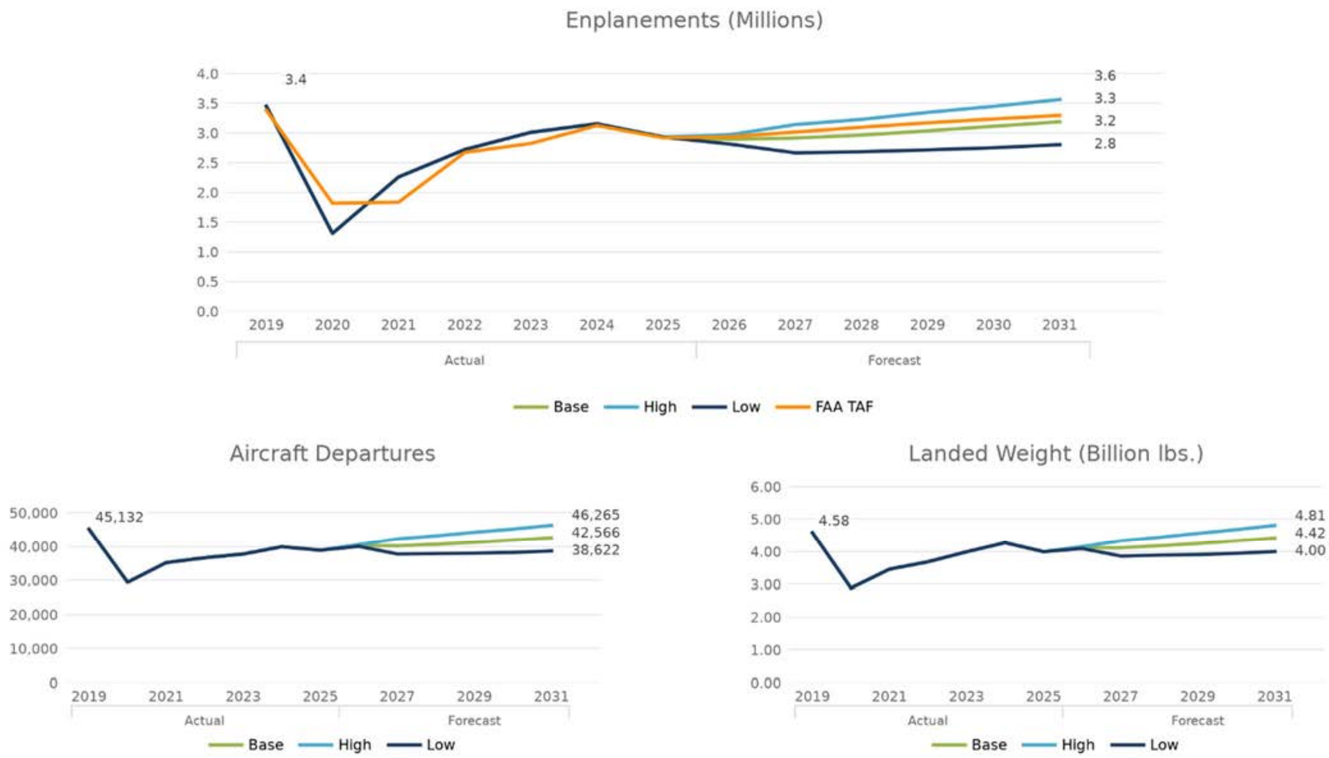
The forecasts for enplanements and landed weight in 2031, key inputs to the financial model, are summarized below:

Scenario	Enplanements	Landed Weight
Base	3.2 million, 1.4 percent CAGR	4.4 billion pounds
High	3.6 million, 3.3 percent CAGR	4.8 billion pounds
Low	2.8 million, -0.7 percent CAGR	4.0 billion pounds

The FAA’s 2025 Terminal Area Forecast (TAF), which is reported on a federal fiscal year basis ending September 30, most closely aligns with the Base forecast. The TAF projects approximately 3.3 million enplanements in 2031, corresponding to a CAGR of 2.0 percent.

Overall, the Base forecast represents our most likely outlook based on current airline schedules, regional economic conditions, and historical traffic trends. The forecast provides a reasonable basis for projecting Airport revenues and demonstrates that the Airport is expected to maintain stable operating performance throughout the forecast period despite passenger volumes remaining below pre-pandemic levels.

Figure 13 | Forecast Commercial Aviation Activity at MKE



Calendar Year; FAA TAF FFY Ending September 30

Source: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 4 | Forecast Enplanement – Base Scenario

Calendar Year	Actual	Forecast						CAGR
	2025	2026	2027	2028	2029	2030	2031	2025-2031
Enplanements (1,000s)								
Alaska	72	65	66	67	69	70	72	-0.1%
American	452	440	443	451	461	473	485	1.2%
Delta	725	693	699	711	728	746	764	0.9%
Frontier	38	54	55	56	57	59	60	8.1%
JetBlue	19	18	18	19	19	20	20	0.7%
Southwest	1,175	1,238	1,248	1,268	1,299	1,332	1,365	2.5%
Sun Country	55	40	40	41	42	43	44	-3.5%
United	324	339	342	348	356	365	374	2.4%
Other	72	4	4	4	4	4	4	-38.1%
Subtotal Pax	**2,932**	**2,892**	**2,915**	**2,964**	**3,036**	**3,113**	**3,188**	**1.4%**
Annual percentage change	—	-1.3%	0.8%	1.7%	2.4%	2.6%	2.4%	

Source: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 5 | Forecast Departures (Landings) – Base Scenario

Calendar Year	Actual 2025	Forecast 2026	2027	2028	2029	2030	2031	CAGR 2025-2031
Aircraft Departures (Landings)								
Alaska	515	493	495	500	508	517	526	0.4%
American	6,042	6,354	6,369	6,436	6,542	6,662	6,780	1.9%
Delta	8,138	8,340	8,359	8,448	8,587	8,744	8,900	1.5%
Frontier	248	391	392	396	403	410	418	9.1%
JetBlue	178	185	185	187	190	194	197	1.7%
Southwest	9,759	10,268	10,292	10,401	10,572	10,765	10,957	1.9%
Sun Country	414	288	288	291	296	302	307	-4.9%
United	5,482	6,104	6,118	6,183	6,285	6,400	6,514	2.9%
Other	3,158	2,593	2,586	2,629	2,693	2,761	2,828	-1.8%
Subtotal Pax	**33,934**	**35,016**	**35,084**	**35,471**	**36,076**	**36,755**	**37,427**	**1.6%**
Subtotal Cargo	**4,923**	**5,253**	**5,088**	**5,171**	**5,129**	**5,150**	**5,140**	**0.7%**
Total	**38,857**	**40,269**	**40,172**	**40,641**	**41,206**	**41,905**	**42,566**	**1.5%**

Source: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 6 | Forecast Landed Weight – Base Scenario

Calendar Year	Actual 2025	Forecast 2026	2027	2028	2029	2030	2031	CAGR 2025-2031
Landed Weight (1,000,000 lbs.)								
Alaska	76	73	73	74	76	77	79	0.7%
American	573	605	608	617	629	643	656	2.3%
Delta	899	903	908	920	939	959	980	1.4%
Frontier	37	59	60	61	62	63	64	9.4%
JetBlue	22	23	23	24	24	25	25	2.0%
Southwest	1,367	1,446	1,455	1,474	1,504	1,537	1,570	2.3%
Sun Country	61	42	42	43	44	45	46	-4.6%
United	420	465	467	474	483	494	504	3.1%
Other	162	80	78	79	81	83	85	-10.2%
Subtotal Pax	**3,618**	**3,696**	**3,715**	**3,766**	**3,841**	**3,925**	**4,010**	**1.7%**
Subtotal Cargo	**374**	**426**	**398**	**411**	**405**	**408**	**406**	**1.4%**
Total	**3,992**	**4,121**	**4,113**	**4,177**	**4,245**	**4,333**	**4,416**	**1.7%**

Source: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 7 | Forecast Enplanement – High Scenario

Calendar Year	Actual 2025	Forecast 2026	2027	2028	2029	2030	2031	CAGR 2025-2031
Enplanements (1,000s)								
Alaska	72	67	71	73	76	78	81	1.8%
American	452	452	478	491	509	524	542	3.1%
Delta	725	712	753	774	802	827	854	2.8%
Frontier	38	56	59	61	63	65	67	10.2%
JetBlue	19	19	20	20	21	22	23	2.6%
Southwest	1,175	1,270	1,345	1,382	1,432	1,476	1,525	4.4%
Sun Country	55	40	43	45	46	48	49	-1.7%
United	324	348	369	379	393	405	418	4.3%
Other	72	4	4	4	4	4	5	-36.9%
Subtotal Pax	**2,932**	**2,968**	**3,142**	**3,228**	**3,346**	**3,449**	**3,563**	**3.3%**
Annual percentage change	—	1.3%	5.8%	2.8%	3.6%	3.1%	3.3%	

Source: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 8 | Forecast Departures (Landings) – High Scenario

Calendar Year	Actual 2025	Forecast 2026	2027	2028	2029	2030	2031	CAGR 2025-2031
Aircraft Departures (Landings)								
Alaska	515	497	522	533	549	562	577	1.9%
American	6,042	6,403	6,733	6,877	7,073	7,239	7,434	3.5%
Delta	8,138	8,405	8,845	9,034	9,293	9,510	9,766	3.1%
Frontier	248	393	415	424	436	446	458	10.8%
JetBlue	178	186	194	199	204	209	215	3.2%
Southwest	9,759	10,348	10,891	11,124	11,442	11,709	12,024	3.5%
Sun Country	414	288	309	315	324	332	341	-3.2%
United	5,482	6,154	6,476	6,614	6,804	6,962	7,150	4.5%
Other	3,158	2,593	2,787	2,864	2,968	3,059	3,161	0.0%
Subtotal Pax	**33,934**	**35,267**	**37,172**	**37,984**	**39,093**	**40,028**	**41,126**	**3.3%**
Subtotal Cargo	**4,923**	**5,253**	**5,088**	**5,171**	**5,129**	**5,150**	**5,140**	**0.7%**
Total	**38,857**	**40,520**	**42,260**	**43,155**	**44,222**	**45,178**	**46,265**	**3.0%**

Source: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 9 | Forecast Landed Weight – High Scenario

Calendar Year	Actual 2025	Forecast 2026	2027	2028	2029	2030	2031	CAGR 2025-2031
Landed Weight (1,000,000 lbs.)								
Alaska	76	73	77	79	82	84	87	2.2%
American	573	609	643	659	680	698	720	3.9%
Delta	899	910	961	984	1,016	1,043	1,075	3.0%
Frontier	37	60	63	65	67	69	71	11.2%
JetBlue	22	23	25	25	26	27	28	3.5%
Southwest	1,367	1,458	1,539	1,577	1,627	1,671	1,722	3.9%
Sun Country	61	42	45	46	48	49	51	-2.9%
United	420	468	495	507	523	537	553	4.7%
Other	162	80	84	86	89	92	95	-8.5%
Subtotal Pax	**3,618**	**3,724**	**3,933**	**4,029**	**4,158**	**4,271**	**4,402**	**3.3%**
Subtotal Cargo	**374**	**426**	**398**	**411**	**405**	**408**	**406**	**1.4%**
Total	**3,992**	**4,149**	**4,331**	**4,440**	**4,563**	**4,679**	**4,808**	**3.1%**

Source: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 10 | Forecast Enplanement – Low Scenario

Calendar Year	Actual 2025	Forecast 2026	2027	2028	2029	2030	2031	CAGR 2025-2031
Enplanements (1,000s)								
Alaska	72	64	60	61	61	62	63	-2.2%
American	452	427	405	408	413	418	426	-1.0%
Delta	725	675	639	644	651	660	672	-1.3%
Frontier	38	53	50	50	51	52	53	5.8%
JetBlue	19	18	17	17	17	17	18	-1.5%
Southwest	1,175	1,204	1,141	1,149	1,162	1,178	1,200	0.3%
Sun Country	55	40	37	37	38	38	39	-5.5%
United	324	330	313	315	319	323	329	0.2%
Other	72	4	3	3	3	4	4	-39.4%
Subtotal Pax	**2,932**	**2,815**	**2,666**	**2,684**	**2,715**	**2,751**	**2,803**	**-0.7%**
Annual percentage change	—	-4.0%	-5.3%	0.7%	1.2%	1.3%	1.9%	

Source: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 11 | Forecast Departures (Landings) – Low Scenario

Calendar Year	Actual	Forecast						CAGR
	2025	2026	2027	2028	2029	2030	2031	2025-2031
Aircraft Departures (Landings)								
Alaska	515	489	462	462	464	467	473	-1.4%
American	6,042	6,300	5,939	5,944	5,968	6,003	6,079	0.1%
Delta	8,138	8,267	7,788	7,795	7,826	7,873	7,972	-0.3%
Frontier	248	390	365	366	367	369	374	7.1%
JetBlue	178	183	174	174	175	176	178	0.0%
Southwest	9,759	10,179	9,589	9,597	9,635	9,693	9,815	0.1%
Sun Country	414	287	266	266	267	269	272	-6.8%
United	5,482	6,048	5,698	5,703	5,725	5,760	5,833	1.0%
Other	3,158	2,593	2,365	2,381	2,409	2,440	2,486	-3.9%
Subtotal Pax	**33,934**	**34,736**	**32,646**	**32,687**	**32,835**	**33,049**	**33,482**	**-0.2%**
Subtotal Cargo	**4,923**	**5,253**	**5,088**	**5,171**	**5,129**	**5,150**	**5,140**	**0.7%**
Total	**38,857**	**39,989**	**37,734**	**37,858**	**37,964**	**38,199**	**38,622**	**-0.1%**

Source: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 12 | Forecast Landed Weight – Low Scenario

Calendar Year	Actual	Forecast						CAGR
	2025	2026	2027	2028	2029	2030	2031	2025-2031
Landed Weight (1,000,000 lbs.)								
Alaska	76	72	68	69	69	70	71	-1.1%
American	573	600	567	570	574	579	589	0.4%
Delta	899	895	846	849	855	863	878	-0.4%
Frontier	37	59	56	56	56	57	58	7.4%
JetBlue	22	23	22	22	22	22	23	0.3%
Southwest	1,367	1,434	1,355	1,361	1,370	1,384	1,406	0.5%
Sun Country	61	42	39	39	39	40	40	-6.5%
United	420	460	435	437	440	444	451	1.2%
Other	162	80	71	72	72	73	75	-12.1%
Subtotal Pax	**3,618**	**3,665**	**3,460**	**3,474**	**3,499**	**3,533**	**3,591**	**-0.1%**
Subtotal Cargo	**374**	**426**	**398**	**411**	**405**	**408**	**406**	**1.4%**
Total	**3,992**	**4,090**	**3,858**	**3,885**	**3,904**	**3,941**	**3,997**	**0.0%**

Source: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Forecast Uncertainty

Like all long-term forecasts, the commercial activity forecasts are subject to uncertainty because they depend on assumptions regarding future economic conditions, airline industry developments, and consumer travel behavior. Key risks include changes in national and regional economic conditions, airline network and capacity decisions, aircraft availability, fuel prices, labor and supply-chain constraints, public health events, and other unforeseen disruptions affecting the aviation industry. Conversely, stronger-than-expected economic growth, airline service expansion, or increased passenger demand could result in activity exceeding forecast levels. Based on current market conditions and available information, we believe the Base forecast represents a reasonable estimate of future commercial activity and provides an appropriate basis for the accompanying financial projections.

FINANCIAL ANALYSIS AND PROJECTIONS

The following is a review of the framework for the financial operation of the Airport System, an assessment of its recent financial performance, and an analysis of the impact of the Series 2026 Bonds on the Airport System's cash flow, airline rates and charges, and debt service coverage. Additionally, the financial discussion includes projections of the Airport System Revenues, O&M Expenses, and Debt Service Requirements based on the relevant provisions of the Amended Airline-Airport Use and Lease Agreement (Amended AULA), and the previously discussed base enplanement forecasts. The Budget 2026 financials are based on 2026 enplanements projected at the time the Budget was developed.

The Amended AULA between the County and Signatory Airlines became effective on January 1, 2024, with an initial term ending on December 31, 2028. The financial projections cover the period CYs 2026-2031 and assume the provisions of the Amended AULA will carry over to the new or amended AULA beginning in CY2029. A sensitivity analysis was also performed using the low and high air traffic forecast scenarios and is summarized later in this section of the Letter.

The County's Financial Framework

The County operates the Airport as an Enterprise Fund following generally accepted accounting principles (GAAP) for governmental entities. The County prepares its financial statements on a calendar year basis (January 1- December 31). Following the end of each reporting year, the County's financial statements are audited by independent certified public accountants to determine compliance with GAAP and the requirements of various state and federal agencies from which the County has received grants-in-aid.

The Airport's 2025 audited financial statements show the Airport had total assets and deferred cash outflows of approximately $482.9 million, total liabilities of approximately $163.4 million, deferred inflows of resources of approximately $52.1 million, and net assets of approximately $267.4 million.

Airline Rates and Charges

The primary rates charged to the airlines for their use of the Airport facilities are landing fees, terminal rents, and apron fees. The airline rates and charges are calculated using a cost center residual methodology, whereby the airlines are responsible for paying landing fees, terminal rentals, and apron rentals to recover the annual net requirements of the Airfield, Terminal, and Apron cost centers, respectively. The Airport uses the revenues generated from these fees to finance the activities of the Airport System, including operating and maintaining the airfield, terminal complex and apron facilities.

Operation & Maintenance (O&M) Expenses

Historical O&M Expenses, as shown on Table 28 in the Series 2025 Report, increased from $59.7 million in 2020 to $73.4 million in 2024, resulting in a compound annual growth rate (CAGR) of 5.3 percent mainly resulting from a return to pre-pandemic spending levels appropriate to the Airport's post-pandemic operations. The increase was primarily due to: (1) Increases in Professional Services contract costs due to more housekeeping and custodial services being contracted out; and (2) increases in major maintenance costs due to necessary larger maintenance projects occurring. In 2025, total O&M Expenses increased to $77.6 million (5.8 percent) over 2024, primarily due to higher contractual services costs and commodities purchased for weather-related activities and custodial cleaning.

Table 13 presents the growth in O&M Expenses from the 2025 Actual through 2031. The projected O&M Expenses are based on the Airport's 2026 approved budget and escalated by current inflation factors and additional information from Airport management. The 2026 approved Budget totals $88.5 million, which represents a 13.9 percent increase over the 2025 Actual. The increase is a result of higher budgeted Professional Services and Administration expenses and Salaries and Fringe Benefits. Professional Services and Administration expenses are higher primarily due to anticipated increases in the Airport's use of contractual security services and more custodial services being contracted out. Salaries and Fringe Benefits are higher due to anticipated wage increases and higher healthcare costs. Total O&M Expenses are projected to increase over the forecast period from $77.6 million in 2025 to $100.6 million in 2031, or at a CAGR of 4.4 percent.

Table 13 | Projected O&M Expenses

Airport Expenses	Audited 2025	Budget 2026	Projected 2027	Projected 2028	Projected 2029	Projected 2030	Projected 2031	CAGR 2025 -2031
BY EXPENSE CATEGORY								
Personnel Services								
Salaries	$ 16,951,290	$ 18,092,562	$ 18,635,339	$ 19,194,399	$ 19,635,870	$ 20,107,131	$ 20,589,702	3.3%
Fringe Benefits	7,883,904	10,548,101	10,871,986	11,252,497	11,511,305	11,787,576	12,070,478	7.4%
Salaries and Fringe Benefits	$ 24,835,194	$ 28,640,663	$ 29,507,325	$ 30,446,896	$ 31,147,175	$ 31,894,707	$ 32,660,180	4.7%
Contractual Services								
Utilities	$ 5,926,170	$ 5,698,073	$ 5,869,015	$ 6,045,086	$ 6,226,438	$ 6,375,873	$ 6,528,894	1.6%
Repairs/Maintenance	5,571,777	6,107,118	6,247,582	6,391,276	6,538,275	6,695,194	6,855,879	3.5%
Prof. Services/Admin	14,537,030	18,755,437	19,186,812	19,628,109	20,079,555	20,561,465	21,054,940	6.4%
Other	1,595,483	2,339,695	2,393,508	2,448,559	2,504,876	2,564,993	2,626,552	8.7%
Subtotal	$ 27,630,460	$ 32,900,323	$ 33,696,917	$ 34,513,029	$ 35,349,144	$ 36,197,524	$ 37,066,264	5.0%
Intra-County Services								
Sheriff	$ 8,255,099	$ 8,762,428	$ 9,025,301	$ 9,296,060	$ 9,509,869	$ 9,738,106	$ 9,971,821	3.2%
Fleet Management	3,377,281	3,235,553	3,494,397	3,773,949	3,860,750	3,953,408	4,048,290	3.1%
Prof. Service	529,147	767,724	785,382	803,445	821,925	841,651	861,850	8.5%
Insurance	-	-	-	-	-	-	-	
Central Services Allocation	5,777,913	6,813,560	7,017,967	7,228,506	7,394,761	7,572,236	7,753,969	5.0%
Other	775,335	726,550	743,261	760,356	777,844	796,512	815,628	0.8%
Subtotal	$ 18,714,775	$ 20,305,815	$ 21,066,307	$ 21,862,316	$ 22,365,149	$ 22,901,913	$ 23,451,559	3.8%
Commodities	4,925,506	4,676,321	4,783,876	4,893,906	5,006,465	5,126,621	5,249,659	1.1%
Major Maintenance	930,450	1,489,750	1,524,014	1,559,067	1,594,925	1,633,203	1,672,400	10.3%
Other	604,421	448,000	458,304	468,845	479,628	491,140	502,927	-3.0%
Total O & M Expenses [1]	**$ 77,640,805**	**$ 88,460,872**	**$ 91,036,743**	**$ 93,744,058**	**$ 95,942,487**	**$ 98,245,107**	**$ 100,602,989**	4.4%

Sources: Milwaukee County records and Unison Consulting, Inc. For projected inflation: U.S. Bureau of Labor Statitics (BLS).

Revenues

Airport System Revenues, as defined in the Bond Resolutions, consist of all monies received by the Airport System from any source, including all rates, fees, charges, rents, Pledged PFC Revenues, and other income derived by the County from the ownership or operation of the Airport System. Revenues do not include (a) proceeds of bonds or other borrowings by the County, or interest earned therein, (b) proceeds of grants and gifts for limited purposes or the proceeds of the disposition of property financed by such grants and gifts, (c) condemnation proceeds or insurance proceeds, except those received from rental or business interruption insurance, (d) all income and revenue collected and received by the County with respect to properties and facilities which are not included in the definition of Airport System, or (e) Special Facility Revenues.

Historical Airport System Revenues, as shown on Table 30 in the Series 2025 Report, increased from approximately $84.9 million in 2020 to $98.1 million in 2024 or a CAGR of 3.7 percent attributed to the Airport's activity recovery from the COVID-19 pandemic and the receipt of federal relief funds. Airport System Revenues grew to $103.1 million (5.8 percent) in 2025 Actual primarily due to increased Signatory Landing Fees resulting from higher O&M expenses, and rental car revenues increasing 21.5 percent due to new contracts with the rental car companies that increased the Minimum Annual Guarantee (MAG) and percentage share of sales.

Table 14 presents the growth in Airport System Revenues from the 2025 Actual through projected 2031. The projected revenues were developed based on the 2026 budget, combined with changes in the base enplanement forecast, escalation factors and discussions with Airport management. Total Airport System Revenues were budgeted in 2026 at $114.2 million, approximately 10.8 percent higher than 2025 Actual, primarily due to anticipated increases in Signatory Space Rental revenues. Signatory Space Rental revenues increased from $315,000 in the 2025 Audited Actual to $10.1 million in the 2026 Budget resulting from higher O&M expenses allocated to the terminal and the beginning of the Series 2025 debt service payments without the benefit of the federal relief funding available from 2022 through 2024.

Total Airport System Revenues are projected to increase from $103.1 million in 2025 Audited Actual to $127.2 million in 2031, at a CAGR of 3.6 percent, reflecting the Base enplanement forecast, applicable escalation assumptions, and other revenue assumptions described above.

Table 14 | Projected Airport System Revenues

Airport Revenues	Audited 2025	Budget 2026	Projected 2027	2028	2029	2030	2031	CAGR 2025-2031
Airfield								
Landing Fees								
Signatory Landing Fees	$ 23,059,760	$ 24,897,134	$ 24,620,563	$ 25,301,925	$ 25,958,624	$ 26,582,570	$ 27,237,075	2.8%
Sig Cargo Landing Fees	2,014,912	2,440,668	2,129,775	2,197,542	2,191,207	2,205,376	2,207,292	1.5%
Non-Signatory Landing Fees	634,952	390,832	862,567	888,513	914,656	939,150	964,197	7.2%
Non-Sig Cargo Landing Fees	344,722	1,083,550	727,884	805,268	775,874	794,507	788,382	14.8%
Total Landing Fees	$ 26,054,347	$ 28,812,184	$ 28,340,789	$ 29,193,248	$ 29,840,361	$ 30,521,603	$ 31,196,946	3.0%
General Aviation and Other								
Hangar Rentals	953,780	894,295	914,864	935,906	957,431	980,410	1,003,940	0.9%
Fuel and Oil Revenue	283,504	315,000	322,245	329,657	337,239	345,332	353,620	3.8%
Fixed Base Operator	856,268	880,000	900,240	920,946	942,127	964,738	987,892	2.4%
Other	2,568,022	2,701,053	2,763,177	2,826,730	2,891,745	2,961,147	3,032,215	2.8%
Total GA and Other	$ 4,661,573	$ 4,790,348	$ 4,900,526	$ 5,013,238	$ 5,128,543	$ 5,251,628	$ 5,377,667	2.4%
Air Cargo Rentals	647,982	655,000	670,065	685,476	701,242	718,072	735,306	2.1%
Total Airfield Revenues	**$ 31,363,903**	**$ 34,257,532**	**$ 33,911,380**	**$ 34,891,963**	**$ 35,670,146**	**$ 36,491,303**	**$ 37,309,919**	2.9%
Terminal								
Signatory Airlines								
Space Rentals	$ 314,634	$ 10,138,062	$ 12,068,007	$ 14,231,674	$ 15,191,459	$ 14,823,406	$ 13,459,298	87.0%
(Over)/Under recovery	-	-	-	-	-	-	-	
Other Charges and Fees	206,048	203,798	205,404	208,830	213,900	219,359	224,648	1.5%
Non-Signatory Terminal Space Rent	107,613	38,332	48,386	57,061	60,909	59,433	569,848	32.0%
County Gate Use Fees	474,298	236,228	-	-	-	-	-	N/A
Total Space Rentals	$ 1,102,592	$ 10,616,420	$ 12,321,797	$ 14,497,565	$ 15,466,268	$ 15,102,198	$ 14,253,795	53.2%
Concessions								
Car Rental	15,161,544	14,211,836	13,604,969	13,917,007	14,588,538	15,296,429	15,997,909	0.9%
Gifts & Novelty	2,318,676	2,200,000	2,669,253	2,722,638	2,852,879	2,995,901	3,141,778	5.2%
Food & Beverage	3,551,833	3,646,422	3,705,723	3,779,838	3,960,650	4,159,208	4,361,729	3.5%
TNC	1,923,708	1,700,000	1,689,296	1,706,189	1,747,611	1,792,210	1,835,427	-0.8%
Other Concessions	2,589,016	2,521,830	2,343,093	2,399,718	2,514,511	2,640,570	2,769,145	1.1%
Total Concessions	$ 25,544,777	$ 24,280,088	$ 24,012,335	$ 24,525,390	$ 25,664,189	$ 26,884,317	$ 28,105,986	1.6%
Public Parking	32,293,850	33,775,000	32,111,242	32,646,821	33,439,410	34,292,785	35,119,703	1.4%
Other Terminal Revenues	2,644,319	1,703,510	3,314,737	3,390,976	3,468,968	3,552,224	3,637,477	5.5%
Total Terminal Revenues	**$ 61,585,538**	**$ 70,375,018**	**$ 71,760,111**	**$ 75,060,752**	**$ 78,038,836**	**$ 79,831,524**	**$ 81,116,961**	4.7%
Apron								
Signatory Apron Fees	$ 1,208,992	$ 1,274,688	$ 1,405,288	$ 1,443,777	$ 1,473,378	$ 1,505,944	$ 1,528,770	4.0%
Other Apron Revenues	362,577	62,165	22,108	22,713	23,179	23,691	24,051	-36.4%
Total Apron Revenues	**$ 1,571,569**	**$ 1,336,854**	**$ 1,427,396**	**$ 1,466,490**	**$ 1,496,557**	**$ 1,529,635**	**$ 1,552,820**	-0.2%
Other								
MKE Business Park	$ 162,727	$ 166,702	$ 1,511,202	$ 1,533,882	$ 1,569,161	$ 1,606,821	$ 1,645,385	47.1%
Total Other Revenues	**$ 162,727**	**$ 166,702**	**$ 1,511,202**	**$ 1,533,882**	**$ 1,569,161**	**$ 1,606,821**	**$ 1,645,385**	47.1%
PFC Pledged Revenues	8,189,023	8,026,855	9,328,746	9,693,842	9,506,103	7,706,169	5,602,069	-6.1%
TOTAL AIRPORT REVENUES	**$103,061,342**	**$114,162,961**	**$117,938,834**	**$122,646,929**	**$126,280,802**	**$127,165,452**	**$127,227,154**	3.6%

Source: Milwaukee County records and Unison Consulting, Inc.

Source: For projected inflation: U.S. Bureau of Labor Statistics (BLS).

Debt Service and Projected Debt Service Coverage

The Series 2026 Bonds are special obligations of the County payable solely from Net Revenues of the Airport System (as defined in the Bond Resolutions) and amounts on deposit in certain funds and accounts established under the Bond Resolutions. The 2026 Supplemental Resolutions include Pledged PFC Revenues as Airport System Revenues to the extent that PFCs are applied to pay debt service for any bonds that funded costs approved for PFC funding. This is on parity with the pledge of such Revenues made to secure the Series 2019A Bonds, the Series 2023A and 2023B Bonds, the Series 2024A Bonds, and any Additional Bonds that may be issued pursuant to the Bond Resolutions. Table 15 summarizes the projected Debt Service Fund Requirements for the Series 2026 Bonds and future GARB issuances assumed.

From 2025 to 2026, annual debt service is projected to increase slightly to $15.3 million because of the Series 2025 bond debt service payments starting. The debt service for the Series 2026A Bond issue is based on an All-In-TIC of 4.45 percent with a 15-year maturity. The County plans to issue GARBs every year from 2027 through 2029 totaling approximately $54.6 million, with maturities of up to 20 years. In the years 2026 and 2027 the County expects to issue GARBs that will be paid with pledged PFC revenues and GARBs that will be paid from airline rates and charges. In 2028 and 2029, the County expects to issue GARBs that will be paid solely from airline rates and charges. The financial analysis assumes that the future bonds to be paid from airline rates and charges will include one year of capitalized interest (CAP-I), and the future GARBs to be paid with pledged PFC revenues will not include any CAP-I. The assumed interest rate for the remaining future GARBs is 5.5 percent.

Table 15 | Projected Annual Debt Service

DEBT SERVICE	Audited 2025	Budget 2026	2027	2028	2029	2030	2031
GARBs:							
Series 2016A Bonds - PFC	$ 4,131,081	$ 4,137,480	$ -	$ -	$ -	$ -	$ -
Series 2016A Bonds - Rate Based	387,419	388,020	-	-	-	-	-
Series 2019A Bonds - PFC	1,134,634	1,092,611	1,050,587	1,008,564	966,540	924,517	882,493
Series 2019A Bonds - Rate Based	1,896,116	1,825,889	1,755,663	1,685,436	1,615,210	1,544,983	1,474,757
Series 2023A Bonds - PFC	704,550	683,182	660,718	639,404	618,091	596,777	575,464
Series 2023A Bonds - Rate Based	2,510,200	2,434,068	2,354,032	2,278,096	2,202,159	2,126,223	2,050,286
Series 2023B Bonds - PFC	2,010,343	1,929,920	1,849,496	1,769,073	1,683,891	-	-
Series 2023B Bonds - Rate Based	101,907	97,830	93,754	89,677	85,359	-	-
Series 2024 Bonds - PFC	178,116	183,663	178,247	172,831	167,415	161,999	156,583
Series 2024 Bonds - Rate Based	561,840	579,337	562,253	545,169	528,085	511,001	493,917
Series 2025 Bonds - Rate Based	-	1,899,917	1,722,750	1,672,000	1,621,250	1,565,500	1,515,000
Series 2026A Bonds - PFC	-	-	1,516,628	1,373,616	1,333,183	1,292,750	1,252,317
Series 2026A Bonds - Rate Based	-	-	199,441	180,634	175,317	170,000	164,683
Series 2026B Refunding Bonds - PFC		-	4,073,069	4,073,482	4,080,111	4,073,254	2,078,340
Series 2026B Refunding Bond - Rate Based		-	381,979	382,018	382,639	381,996	194,910
Future Series 2027 Bonds - PFC	-	-	-	656,872	656,872	656,872	656,872
Future Series 2027 Bonds - Rate Based	-	-	-	1,447,138	1,447,138	1,447,138	1,447,138
Future Series 2028 Bonds - Rate Based	-	-	-	-	2,299,036	2,299,036	2,299,036
Future Series 2029 Bonds - Rate Based	-	-	-	-	-	623,420	623,420
Total Debt Service	$13,616,206	$15,251,917	$16,398,617	$17,974,010	$19,862,296	$18,375,466	$15,865,216
Pledged PFC Revenue	8,189,023	8,026,855	9,328,746	9,693,842	9,506,103	7,706,169	5,602,069
Net Debt Service [1]	$ 5,427,183	$ 7,225,062	$ 7,069,871	$ 8,280,168	$10,356,193	$10,669,297	$10,263,147
Cost Center Allocation							
Terminal	$12,874,299	$14,528,447	$15,581,663	$17,041,158	$18,808,995	$17,349,856	$14,896,961
Airfield	673,213	653,289	719,152	839,238	961,854	936,402	891,881
Apron	68,694	70,182	97,802	93,615	91,447	89,208	76,373
Total Debt Service	$13,616,206	$15,251,917	$16,398,617	$17,974,010	$19,862,296	$18,375,466	$15,865,216

Source: Milwaukee County records and PFM Financial Advisors, LLC.

[1] Net Debt Service is net of PFCs pledged to pay debt service and represents that amount charged to the airline rates and charges.

Table 16 | Projected Annual Debt Service Coverage

Debt Service Coverage	Audited 2025	Budget 2026	2027	2028	2029	2030	2031
AIRPORT SYSTEM REVENUES							
Total Revenues	$103,061,342	$114,162,961	$117,938,834	$122,646,929	$126,280,802	$127,165,452	$127,227,154
O&M Expenses	77,640,805	88,460,872	91,036,743	93,744,058	95,942,487	98,245,107	100,602,989
Net Revenues	**$25,420,537**	**$25,702,089**	**$26,902,091**	**$28,902,871**	**$30,338,315**	**$28,920,346**	**$26,624,165**
COVERAGE CALCULATION							
Net Revenues	$25,420,537	$25,702,089	$26,902,091	$28,902,871	$30,338,315	$28,920,346	$26,624,165
Add Other Available Funds: [1]							
Series 2016A Bonds - PFC	1,032,770	1,034,370	-	-	-	-	-
Series 2016A Bonds - Rate Based	96,855	97,005	-	-	-	-	-
Series 2019A Bonds - PFC	283,659	273,153	262,647	252,141	241,635	231,129	220,623
Series 2019A Bonds - Rate Based	474,029	456,472	438,916	421,359	403,802	386,246	368,689
Series 2023A Bonds - PFC	176,138	170,795	165,179	159,851	154,523	149,194	143,866
Series 2023A Bonds - Rate Based	627,550	608,517	588,508	569,524	550,540	531,556	512,572
Series 2023B Bonds - PFC	502,586	482,480	462,374	442,268	420,973	-	-
Series 2023B Bonds - Rate Based	25,477	24,458	23,438	22,419	21,340	-	-
Series 2024 Bonds - PFC	44,529	45,916	44,562	43,208	41,854	40,500	39,146
Series 2024 Bonds - Rate Based	140,460	144,834	140,563	136,292	132,021	127,750	123,479
Series 2025 Bonds - Rate Based	-	474,979	430,688	418,000	405,313	391,375	378,750
Series 2026A Bonds - PFC	-	-	379,157	343,404	333,296	323,187	313,079
Series 2026A Bonds - Rate Based	-	-	49,860	45,159	43,829	42,500	41,171
Series 2026B Bonds - PFC		-	1,018,267	1,018,371	1,020,028	1,018,313	519,585
Series 2026B Bonds -Rate Based		-	95,495	95,504	95,660	95,499	48,728
Future Series 2027 Bonds - PFC	-	-	-	164,218	164,218	164,218	164,218
Future Series 2027 Bonds - Rate Based	-	-	-	361,784	361,784	361,784	361,784
Future Series 2028 Bonds - Rate Based	-	-	-	-	574,759	574,759	574,759
Future Series 2029 Bonds - Rate Based	-	-	-	-	-	155,855	155,855
Net Revenues plus Other Available Funds	$28,824,588	$29,515,068	$31,001,745	$33,396,373	$35,303,889	$33,514,212	$30,590,469
Total GARB Debt Service	$13,616,206	$15,251,917	$16,398,617	$17,974,010	$19,862,296	$18,375,466	$15,865,216
Debt Service Coverage	**2.12**	**1.94**	**1.89**	**1.86**	**1.78**	**1.82**	**1.93**

Source: Milwaukee County records and PFM Financial Advisor, LLC.

[1] Reflects coverage fund.

Projected Total Airline Cost Per Enplanement

As part of the financial feasibility assessment, it is important to consider how the planned capital improvements and related financings affect airline rates and charges. Based on the financial projections discussed earlier, the airline total cost per enplanement (CPE), shown in Table 17, increases from $8.99 based on 2025 Actual to $12.43 in 2026 Budget due to higher budgeted O&M expenses combined with the start of the Series 2025 debt service payments in 2026. The higher budgeted O&M expenses are primarily due to anticipated increases in wages and healthcare costs, and planned increases in the Airport's use of contractual security services and custodial services. The CPE is projected to fluctuate throughout the forecast period, ranging from a high of $14.44 in 2029 to a low of $13.80 in 2031 mainly due to changes in debt service resulting from future bond issues and the maturing of existing bonds. The Airport's current and projected CPE compared with information in the FAA's 2025 Certification Activity Tracking System indicates the average CPE for medium hub airports was $13.12 in 2025. Therefore, since the latest average medium hub airport's CPE is relatively in line with the Airport's, and may not include the costs of future capital programs, Unison considers the Airport's projected CPEs as reasonable.

Table 17 | Airline Cost per Enplaned Passenger

Year	Landing Fees [1]	Terminal Rents & Charges	Apron Fees	Total Airline Payments	Enplaned Passengers [2]	Cost Per Enplaned Passenger
2025 Audited	$23,694,713	$1,102,592	$1,571,569	$26,368,874	2,931,657	$8.99
2026 Budget	$25,287,966	$10,616,420	$1,336,854	$37,241,240	2,995,157	$12.43
2027 Proj.	$25,483,130	$12,321,797	$1,427,396	$39,232,323	2,915,080	$13.46
2028 Proj.	$26,190,438	$14,497,565	$1,466,490	$42,154,493	2,963,700	$14.22
2029 Proj.	$26,873,279	$15,466,268	$1,496,557	$43,836,105	3,035,652	$14.44
2030 Proj.	$27,521,720	$15,102,198	$1,529,635	$44,153,554	3,113,122	$14.18
2031 Proj.	$28,201,272	$14,253,795	$1,552,820	$44,007,887	3,188,190	$13.80

Source: Milwaukee County records, PFM Financial Advisors LLC., and Unison Consulting, Inc.

[1] Excludes landing fees paid by cargo carriers and military aircraft.

[2] The 2026 Budget of enplaned passengers differs from the 2026 forecast enplaned passengers on Table 4 above due to the timing of when each was developed.

Major Assumptions

The financial projections presented in this Letter are based on the following major assumptions:

1. The provisions of the Amended AULA expiring in December 2028 will carry over to the new or amended AULA beginning in CY2029.
2. The County will complete the Series 2026 Projects within the estimated costs disclosed in the Letter, and according to the estimated schedule.
3. The debt service projections contained in the Letter assume future series of revenue bonds will be issued annually between 2027 and 2029 to fund future project costs. However, the specific timing and size of any future bond financing(s) will be determined by the County based on continuing evaluations of cash flow needs and market conditions.
4. The financial projections contained in the Letter assume that the County will apply PFCs as planned toward the applicable eligible debt service.

The forecasts of aviation activity presented in the Letter were developed using a modeling approach that links long-term air traffic activity to projected trends in key demand drivers. The model is consistent with sound economic theory, is well-supported by empirical trends, and passes statistical evaluation.

Sensitivity Analysis

This Consultant Letter includes a sensitivity analysis using both the low and high air traffic forecast scenarios developed and discussed earlier. Table 18 summarizes the key financial projections under the base, low, and high traffic scenarios. The Landing Fee, Terminal Rental Rate, and CPE are all projected to increase in all years under the low scenario. In 2031, the required Landing Fee and Terminal Rental Rate are projected to be $0.73 and $27.50 higher than the base scenario, respectively. The 2031 CPE is projected to be $3.38 higher than the base scenario. The increase is mainly attributable to lower projected landed weight and enplanements, coupled with lower revenues from concessions, car rental, and parking. The inverse occurs when using the high air traffic forecast. The Landing Fee, Terminal Rental Rate, and CPE are all projected to decrease in all years. In 2031, the required Landing Fee and Terminal Rental Rate are projected to be $0.57 and $26.45 lower than the base scenario, respectively. The 2031 CPE is projected to be $2.59 lower than the base scenario.

Debt service coverage is projected to remain well above the 1.25x requirement in all scenarios, although it decreases slightly under the low scenario.

Table 18 | Sensitivity Analysis

	Projected				
	2027	**2028**	**2029**	**2030**	**2031**
Base Scenario Forecast					
Landing Fee	$ 6.81	$ 6.91	$ 6.95	$ 6.96	$ 6.98
Terminal Rental Rate	$ 76.96	$ 90.76	$ 96.88	$ 94.53	$ 85.83
CPE	$ 13.46	$ 14.22	$ 14.44	$ 14.18	$ 13.80
Debt Service Coverage	1.89	1.86	1.78	1.82	1.93
Deposit to ADF	$5,612,358	$5,717,221	$5,910,360	$6,117,710	$6,322,569
Low Scenario Forecast					
Landing Fee	$ 7.26	$ 7.43	$ 7.56	$ 7.65	$ 7.71
Terminal Rental Rate	$ 92.48	$ 108.16	$ 118.58	$ 120.68	$ 113.33
CPE	$ 15.56	$ 16.64	$ 17.30	$ 17.43	$ 17.18
Debt Service Coverage	1.87	1.84	1.76	1.80	1.90
Deposit to ADF	$5,342,809	$5,414,897	$5,533,241	$5,663,039	$5,826,119
High Scenario Forecast					
Landing Fee	$ 6.47	$ 6.50	$ 6.47	$ 6.45	$ 6.42
Terminal Rental Rate	$ 62.84	$ 74.28	$ 75.86	$ 71.11	$ 59.38
CPE	$ 11.83	$ 12.31	$ 12.18	$ 11.80	$ 11.21
Debt Service Coverage	1.91	1.87	1.80	1.85	1.96
Deposit to ADF	$5,857,481	$6,003,401	$6,275,626	$6,524,754	$6,799,936

Summary

Based on the financial analysis contained in this section, the Airport's total CPE and debt service coverage are projected to reach $13.80 and 1.93 in 2031, respectively, indicating that the Airport will continue to generate sufficient revenues to meet its financial obligations while maintaining a reasonable CPE compared to peer medium hub airports.

Sincerely,

Unison Consulting, Inc.

UNISON CONSULTING
A Paslay Group company

Enabling the Complex Business of Airports

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APPENDIX B

AIRPORT SYSTEM FINANCIAL INFORMATION

An independent public accounting firm audits the County annually. The County's audited Basic Financial Statements for the fiscal years ended December 31, 2021 through 2025 are included in the County's 2021 through 2025 Annual Comprehensive Financial Reports (the "County ACFR"), respectively. This appendix presents financial information of the Airport System, which has been excerpted from the County ACFR for the fiscal years ended December 31, 2021 through 2025. The Airport System is operated as an enterprise fund of the County. The Airport System's financial statements are prepared on the full accrual basis of accounting. Copies of the County ACFRs are available on-line: http://county.milwaukee.gov/EN/Comptroller/Reports.

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COUNTY OF MILWAUKEE
Statement of Revenues, Expenses, and Changes in Net Position
Airport System
For the Years Ended December 31
(In Thousands)

	2021	2022	2023	2024	2025
Operating Revenues:					
Rentals and Other Service Fees	$ 71,940	$ 64,750	$ 67,879	$ 65,469	$ 76,126
Admissions and Concessions	13,700	16,515	19,897	21,315	24,617
Total Charges for Services	85,640	81,265	87,776	86,784	100,743
Other Revenues	29	58	247	170	244
Total Operating Revenues	85,669	81,323	88,023	86,954	100,987
Operating Expenses:					
Personnel Services	19,820	17,343	21,097	21,524	23,385
Contractual Services	19,547	21,704	25,946	25,696	27,630
Intra-County Services	14,355	15,207	16,907	17,554	18,715
Commodities	3,197	4,423	4,030	3,723	5,114
Depreciation and Amortization	29,713	34,720	34,878	30,905	33,488
Maintenance	161	55	7,715	1,427	930
Other	99	51	18	35	161
Total Operating Expenses	86,892	93,503	110,591	100,864	109,423
Operating Income (Loss)	(1,223)	(12,180)	(22,568)	(13,910)	(8,436)
Nonoperating Revenues (Expenses):					
Intergovernmental Revenues	1,016	14,170	11,719	9,337	189
Investment Income	41	902	2,842	3,226	4,059
Gain (Loss) on Sale of Capital Assets	81	56	(74)	17	49
Interest Expense	(4,154)	(3,821)	(2,331)	(3,374)	(3,496)
Total Nonoperating Revenues (Expenses)	(3,016)	11,307	12,156	9,206	801
Income (Loss) Before Contributions and Transfers	(4,239)	(873)	(10,412)	(4,704)	(7,635)
Capital Contributions	15,807	6,226	11,918	21,005	10,243
Special Item - Disposal of Assets	--	--	--	--	(15,928)
Transfers In	--	6,053	4,096	2,275	117
Transfers Out	(3,669)	(2,931)	(8,891)	(5,158)	(575)
Changes in Net Position	7,899	8,475	(3,289)	13,418	(13,778)
Net Position - Beginning	254,732	262,631	271,106	267,817	281,235
Net Position - Ending	$ 262,631	$ 271,106	$ 267,817	$ 281,235	$ 267,457

COUNTY OF MILWAUKEE

Balance Sheet - Airport System

For the Years Ended December 31

(In Thousands)

	2021	2022	2023	2024	2025
Assets					
Current Assets:					
Cash and Investments	$ 47,688	$ 64,197	$ 65,863	$ 94,102	$ 62,906
Cash and Investments - Restricted	15,560	15,729	11,647	16,233	46,644
Receivables:					
Accounts (Net of Allowances for Uncollectible Accounts)	4,689	14,688	11,931	11,391	3,922
Other	--	--	--	--	1,485
Leases	--	--	--	--	5,174
Due from Other Governments (Grants)	16,774	13,888	14,942	--	--
Prepaid Items	--	--	54	--	--
Total Current Assets	84,711	108,502	104,437	121,726	120,131
Noncurrent Assets:					
Leases Receivable	--	--	--	--	40,667
Capital Assets:					
Land and Land Improvements	255,079	262,190	292,018	295,448	296,021
Building and Improvements	407,214	412,544	421,573	433,246	411,821
Machinery, Vehicles and Equipment	31,244	33,808	38,837	51,321	57,094
Right to Use Asset - Subscriptions	--	--	--	623	623
Construction in Progress	46,373	44,850	9,456	12,308	34,254
Total Capital Assets	739,910	753,392	761,884	792,946	799,813
Less: Accumulated Depreciation	(366,070)	(400,790)	(432,227)	(463,678)	(485,075)
Net Capital Assets	373,840	352,602	329,657	329,268	355,405
Total Assets	458,551	461,104	434,094	450,994	475,536
Deferred Outflows of Resources	12,320	10,405	14,265	15,032	7,410
Total Assets and Deferred Outflows of Resources	$ 470,871	$ 471,509	$ 448,359	$ 466,026	$ 482,946
Liabilities					
Current Liabilities:					
Accounts Payable	$ 3,593	$ 3,429	$ 2,610	$ 3,851	$ 3,745
Accrued Liabilities	1,075	1,202	1,263	1,456	1,530
Accrued Interest Payable	476	428	654	393	489
Unearned Revenues	4,275	5,882	9,719	16,382	5,271
Due to Other Governments	152	109	142	--	83
Bonds Payable - General Obligation	--	--	--	--	--
Bonds Payable - Revenue Bonds	11,795	11,750	9,000	9,500	10,780
Subscription Payable	--	--	--	201	208
Compensated Absences	1,139	1,443	1,515	1,589	1,549
Capital Leases	--	--	--	--	--
Financed Purchase Obligation - Current Portion	--	--	--	299	316
Other Liabilities	9	9	6	6	4,817
Total Current Liabilities	22,514	24,252	24,909	33,677	28,788
Long-Term Liabilities:					
Bonds Payable - General Obligation	--	--	--	--	--
Bonds Payable - Revenue Bonds	110,642	97,033	80,740	77,078	81,315
Subscription Payable	--	--	--	208	--
Compensated Absences	521	603	553	942	903
Other Post Employment Benefits	45,342	40,856	31,136	26,543	25,555
Net Pension Liability	17,381	7,885	24,152	29,351	26,112
Financed Purchase Obligation, Less Current Portion	--	--	--	1,000	684
Capital Leases	--	--	--	--	--
Total Long-Term Liabilities	173,886	146,377	136,581	135,122	134,569
Total Liabilities	196,400	170,629	161,490	168,799	163,357
Deferred Inflows of Resources	11,840	49,836	33,307	61,686	52,132
	11,840	49,836	33,307	61,686	52,132
Net Position					
Unrestricted	(39,221)	(30,533)	(25,696)	(23,692)	(38,618)
Restricted for:					
Debt Service	17,071	18,042	17,810	17,845	18,935
Capital Assets Needs	16,521	21,131	23,238	28,842	18,339
Commitments	1,917	3,666	1,650	1,905	1,106
Net Investment in Capital Assets	266,343	258,800	250,815	256,335	267,695
Total Net Position	262,631	271,106	267,817	281,235	267,457
Total Liabilities, Deferred Inflows of Resources, and Net Position	$ 470,871	$ 491,571	$ 462,614	$ 511,720	$ 482,946

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION

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APPENDIX C
SUMMARY OF CERTAIN PROVISIONS OF GENERAL BOND RESOLUTION, AS AMENDED

The Series 2026 Bonds are being issued pursuant to the General Bond Resolution adopted by the County Board of Supervisors on June 22, 2000, which established an airport revenue bond program (as amended from time to time, the "General Bond Resolution"). The following is a brief summary of certain provisions of the General Bond Resolution, pursuant to which the Bonds are to be issued. This summary is not intended to be definitive and is qualified in its entirety by express reference to the General Bond Resolution for the complete terms thereof.

Definitions of Certain Terms

"Act" means Section 66.0621 of the Wisconsin Statutes, as amended, recreated or renumbered from time to time.

"Additional Bonds" means Bonds other than the initial Series of Bonds issued under the Resolution.

"Airline Leases" means the Airline Leases between the County and the airlines which use the Airport System, as amended from time to time.

"Airport Consultant" means an individual, firm or corporation in the airport management consulting business, from time to time appointed by the County which has a wide and favorable reputation for special skill and knowledge in methods of the development, operation, management and financing of airports and airport facilities, but which, in the case of an individual, is not a member of the County Board of Supervisors or an officer or employee of the County, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the County Board of Supervisors or an officer or employee of the County.

"Airport System" means General Mitchell International Airport and Lawrence J. Timmerman Airport, which are now owned and operated by the County, and all properties of every nature in connection with such Airports or any other airport facilities now or hereafter owned by the County, including, without limitation, runways, hangars, loading facilities, repair shops, garages, storage facilities, terminals, retail stores in such terminals, restaurants, parking structures and areas and all other facilities necessary or convenient for the operation of the Airports, together with any improvements and extensions thereto, all real and personal property of every nature comprising part of and used or useful in connection therewith, and all appurtenances, contracts, leases, franchises and other intangibles.

"Authorized Officer" means the Director of the Airport System or any other person designated by the County.

"Bondowner" or "Owner" means any person who shall be the registered owner of any Outstanding Bond or Bonds, except that when Bonds are in book-entry form, it means the beneficial owners of the Bonds.

"Bonds" means the revenue bonds issued from time to time under the Resolution. Such revenue bonds may be issued in the form of Serial Bonds, Term Bonds, capital appreciation bonds, Variable Rate Bonds, bond anticipation notes, and other forms of indebtedness authorized by the Act, if and only to the extent that the County is then authorized to issue such obligations under the Act.

"Capital Improvement Reserve Fund" means the Airport Capital Improvement Reserve Fund created by the Resolution.

"Capitalized Interest Account" means the Capitalized Interest Account created in the Special Redemption Fund by the Resolution.

"Code" means the Internal Revenue Code of 1986, as amended.

"Construction Fund" means the Airport Revenue Bond Construction Fund created by the Resolution.

"Consulting Engineer" means any registered or licensed professional engineer, any firm of such engineers, any licensed professional architect, or any firm of such architects, from time to time appointed and designated by the

County who has a wide and favorable reputation for skill and experience in the field of designing, preparing plans and specifications for, and supervising construction of, airports and airport facilities and who is entitled to practice and is practicing as such under the laws of the State of Wisconsin; but who, in the case of an individual, is not a member of the County Board of Supervisors or an officer or employee of the County and, in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the County Board of Supervisors or an officer or employee of the County.

"County" means Milwaukee County, Wisconsin.

"Coverage Fund" means the Coverage Fund created by the Resolution.

"Credit Facility" means any letter or line of credit, policy of bond insurance, surety bond, guarantee or similar instrument issued by a financial, insurance or other institution and which provides security and/or liquidity in respect of Bonds.

"Credit Facility Obligations" means repayment or other obligations incurred by the County in respect of draws or other payments or disbursements made under a Credit Facility, but only if such obligations have a lien on Revenues with the same priority as the lien thereon of the Bonds.

"Debt Service" means with respect to each Fiscal Year the aggregate of the following amounts to be set aside (or estimated to be required to be set aside) in the Interest and Principal Account in the Fiscal Year:

(a) the amount required to pay the interest coming due and payable on Outstanding Bonds;

(b) the amount required to pay principal coming due and payable on Outstanding Bonds (whether at maturity or by mandatory redemption); and

(c) the amount of redemption premium, if any, payable on Outstanding Bonds required to be redeemed in that Fiscal Year.

"Debt Service" shall not include the following with respect to any Bonds at the time of calculation then Outstanding: (a) debt service paid or to be paid from Bond proceeds or from earnings thereon or from any subsidy from the United States of America for that purpose; or (b) interest and principal on Bonds to the extent such interest or principal is to be paid from (i) amounts previously credited to the Interest and Principal Account, or (ii) any other available amounts irrevocably deposited hereunder for the payment of such interest or principal.

"Event of Default" means an Event of Default as defined in the Resolution.

"Fiscal Year" means the fiscal year of the County with respect to the Airport System as established from time to time. The Fiscal Year is now the twelve-month period ending December 31.

"Fitch" means Fitch Ratings, Inc., or any successor rating agency.

"General Obligation Bond Fund" means the Airport General Obligation Bond Fund created by the Resolution.

"Interest and Principal Account" means the Interest and Principal Account created in the Special Redemption Fund by the Resolution.

"Moody's" means Moody's Investors Service, Inc., or any successor rating agency.

"Net Revenues" means (i) for any period or year which has concluded at the time the calculation is made, the aggregate of the Revenues after deducting for such past period or year the aggregate of the Operation and Maintenance Expenses; and (ii) for any future period or year the aggregate of the Revenues that is estimated for such future period or year, after deducting for such future period or year the aggregate of the estimated Operation and Maintenance Expenses in such future year or period.

"Operation and Maintenance Expenses" means the reasonable and necessary expenses (under generally accepted accounting principles) of administering, operating, maintaining, and repairing the Airport System, and shall include, without limitation, the following items: (a) costs of collecting Revenues and of making any refunds therefrom lawfully due others; (b) engineering, auditing, legal and other overhead expenses directly related to the administration, operation, maintenance, and repair of the Airport System; (c) costs of all or a portion of the salaries, wages and other compensation of officers and employees and payments to pension, retirement, health and hospitalization funds and other insurance, including self-insurance for the foregoing, with respect to officers and employees of the County which are properly allocable to the Airport System; (d) costs of repairs, replacements, renewals and alterations occurring in the usual course of business of the Airport System; (e) taxes, assessments and other governmental charges, or payments in lieu thereof, imposed on the Airport System or any part thereof or on the operation thereof or on the income therefrom or on any privilege in connection with the ownership or operation of the Airport System or otherwise imposed on the Airport System or the operation thereof or income therefrom; (f) costs of utility services with respect to the Airport System; (g) costs and expenses of general administrative overhead of the County allocable to the Airport System; (h) costs of equipment, materials and supplies used in the ordinary course of business, including ordinary and current rentals of equipment or other property allocable to the Airport System; (i) contractual services and professional services for the Airport System, including but not limited to, legal services, accounting services and services of financial consultants and airport consultants; (j) costs of fidelity bonds, or a properly allocable share of the premium of any blanket bond, pertaining to the Airport System or Revenues or any other moneys held hereunder or required hereby to be held or deposited hereunder; (k) costs of carrying out the provisions of the Resolution, including Trustee and Paying Agents' fees and expenses; costs of insurance required under the Resolution, or a properly allocable share of any premium of any blanket policy pertaining to the Airport System or Revenues; and costs of recording, mailing and publication; and (l) all other costs and expenses of administering, operating, maintaining and repairing the Airport System arising in the routine and normal course of business; provided, however, the term "Operation and Maintenance Expenses" shall not include: (1) costs of extensions, enlargements, betterments and improvements to the Airport System or reserves therefor; (2) reserves for operation, maintenance, renewals and repairs occurring in the normal course of business; (3) payment (including redemption) of Bonds or other evidences of indebtedness or interest and premium thereof or reserves therefor; (4) allowances for depreciation and amounts for capital replacements or reserves therefor; and (5) operation and maintenance costs and expenses pertaining to any Special Facilities.

"Operation and Maintenance Reserve Fund" means the Airport Revenue Bond Operation and Maintenance Reserve Fund created by the Resolution.

"Operation and Maintenance Reserve Fund Requirement" means an amount equal to one-sixth (1/6) of the estimated Operation and Maintenance Expenses of the Airport System for that Fiscal Year as set forth in the Airport's annual budget.

"Opinion of Bond Counsel" means a written opinion of an attorney at law or a firm of attorneys acceptable to the County and the Trustee, if any, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

"Other Available Funds" means, for any Fiscal Year, the amount of unencumbered funds on deposit or anticipated to be on deposit, as the case may be, on the first day of such Fiscal Year in the Coverage Fund and the Surplus Fund; provided, however, that for purposes of issuing Additional Bonds and demonstrating compliance with the rate covenant described below, the amount of such funds treated as "Other Available Funds" for any Fiscal Year shall not exceed 25% of Debt Service in that Fiscal Year.

"Outstanding" with respect to a Bond has the meaning set forth in the Resolution. The Resolution provides that any Bond shall no longer be deemed to be Outstanding under the Resolution:

(i) when the Bond has been canceled or surrendered for cancellation, or has been purchased by the Trustee from moneys held by it under the Resolution (other than at the option of the owner thereof prior to its maturity); or

(ii) when payment of the principal or the redemption price of the Bond, plus interest on the principal to the due date (whether at maturity or upon redemption or otherwise) or to the date set for payment in the case of an overdue Bond, either (a) has been made or (b) has been provided for by irrevocably setting aside in escrow with the Trustee, if any, or with another suitable bank or trust company for the purpose (1) moneys sufficient to pay the principal or redemption price and interest or (2) Permitted Investments (which for the purposes of this definition shall include only those obligations described in item (1) of the definition of Permitted Investments) maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to pay the principal or redemption price and interest when required, and when all proper fees and expenses of the Trustee and Paying Agents pertaining to the Bond have been paid or provided for to the satisfaction of the Trustee and Paying Agents.

"Passenger Facility Charge" means the charge imposed at the Airport System pursuant to the Aviation Safety and Capacity Expansion Act of 1990, as amended or recreated from time to time, the Federal Aviation Regulations issued pursuant to said Act, as amended from time to time, and the Records of Decision of the Federal Aviation Administration relating to the Passenger Facility Charge, as amended or supplemented from time to time.

"Paying Agent" means the Trustee as to all the Bonds and, as to Bonds of a particular Series, the alternate Paying Agent or Agents (if any) designated for the payment of the principal of, premium, if any, and interest on the Series of Bonds in the Supplemental Resolution providing for their issuance.

"Permitted Investments" means any of the following, if and only to the extent that they are legal for the investment of funds of the County under Section 66.0603(lm) of the Wisconsin Statutes, as amended, recreated or renumbered from time to time:

(1) United States Treasury bills, bonds and notes or securities for which the full faith and credit of the United States are pledged for the payment of principal and interest (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States) and securities which represent an undivided interest in such direct obligations;

(2) Obligations issued by the following United States government agencies which represent the full faith and credit of the United States: the Export-Import Bank, the Farm Credit Financial Assistance Corporation, the Farmers Home Administration, the General Services Administration, the U.S. Maritime Administration, the Small Business Administration, the Government National Mortgage Association, the U.S. Department of Housing and Urban Development (PHAs) and the Federal Housing Administration;

(3) Senior debt obligations rated "Aaa" by Moody's and "AAA" by S&P issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation or senior debt obligations of other government-sponsored agencies, provided that such agencies are approved by each bond insurer then providing insurance for any Series of Bonds;

(4) Any repurchase agreement with any bank or trust company organized under the laws of any state of the United States or any national banking association, including the Trustee, or government bond dealer reporting to, trading with and recognized as a primary dealer by, the Federal Reserve Bank of New York, which agreement is secured at all times by collateral security described in clause (1) or (2) of this definition and in which the Trustee has a perfected security interest, and which collateral (a) is held by the Trustee or a third party agent, (b) is not subject to liens or claims of third parties, (c) has a market value determined as frequently and in an amount sufficient to satisfy the collateralization levels required by each of the Rating Agencies, and (d) is required to be liquidated due to a failure to maintain the requisite collateral level, provided that such repurchase agreement shall be acceptable to each bond insurer then providing insurance for any Series of Bonds;

(5) Bankers' acceptances which are issued by a commercial bank organized under the laws of any state of the United States or a national banking association, including the Trustee, eligible for purchase by the Federal Reserve System, which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P; provided, that such bankers' acceptances may not mature more than two hundred seventy (270) days after the date of purchase; and provided, further, that ratings on a holding company may not be considered the rating of such commercial bank;

(6) Commercial paper of "prime" quality which is rated at the time of purchase in the single highest classification "P-1" by Moody's and "A-1+" by S&P, issued by a corporation that is organized and operating within the United States, that has total assets in excess of $500,000,000 and that has an "A" or equivalent or higher rating for its long term debt as rated by Moody's and S&P at the time of purchase; provided that the commercial paper may not mature more than one hundred eighty (180) days after the date of purchase:

(7) A taxable or tax-exempt government money market portfolio restricted to obligations with maturities of one (1) year or less, and either issued or guaranteed as to payment of principal and interest by the full faith and credit of the United States of America and rated at the time of purchase "AAAm" or "AAAm-G" or better by S&P;

(8) Any investment contract or other security meeting the requirements of Section 66.0603(1m) of the Wisconsin Statutes, as amended, recreated or renumbered from time to time;

(9) Any other investment agreement approved in writing by each bond insurer then providing insurance for any Series of Bonds, such investment agreement to be supported by appropriate opinions of counsel; and

(10) Any other investment approved in writing by each bond insurer then providing insurance for any Series of Bonds.

"PFC Act" means the Aviation Safety and Capacity Expansion Act of 1990, as amended or recreated from time to time.

"PFC Approvals" means the Records of Decision of the Federal Aviation Administration relating to the Passenger Facility Charge, as amended or supplemented from time to time.

"PFC Regulations" means the Federal Aviation Regulations issued pursuant to the PFC Act, as amended from time to time.

"PFC Revenues" means the proceeds of the Passenger Facility Charge or any analogous charge or fee that may hereafter be levied with respect to the Airport System which are received and retained by the County and any investment earnings thereon.

"Project" means any additions, improvements and extensions to the Airport System, including the acquisition of land, equipment or other property for the Airport System.

"Project Costs" means all costs of carrying out a Project and, without limiting the generality of the foregoing, may include (i) all preliminary expenses; (ii) the cost of acquiring all property, franchises, easements and rights necessary or convenient for the Project; (iii) engineering and legal expenses; (iv) expenses for estimates of costs and revenues, (v) expenses for plans, specifications and surveys; (vi) other expenses incident or necessary to determining the feasibility or practicability of the enterprise; (vii) administrative expenses; (viii) construction costs; (ix) permitting and impact fees; (x) interest on the Bonds issued to finance construction of the Project during the estimated period of construction and for a reasonable period thereafter; and (xi) such other expenses as may be incurred in the financing of the Project or in carrying it out, placing it in operation (including the provision of working capital) and in the performance of things required or permitted by the Act in connection with the Project.

"Rating Agencies" means Fitch, Moody's and S&P, but, in each instance, only so long as such rating agencies then maintain a rating on the Bonds.

"Regulations" means the regulations of the United States Department of the Treasury issued under the Code, as amended.

"Reserve Account" means the Reserve Account created in the Special Redemption Fund by the Resolution.

"Reserve Requirement" means, as of any date of calculation, an amount equal to the least of (a) maximum annual Debt Service on Outstanding Bonds during the then current or any future Fiscal Year, (b) 125% of the average annual Debt Service on Outstanding Bonds, or (c) 10% of the Principal Amount (as defined below) of all Outstanding Bonds upon original issuance thereof but shall not in any event exceed the maximum amount permitted to be on deposit in the Reserve Account pursuant to the Code and Regulations. For purposes of this paragraph, "Principal Amount" shall mean the stated principal amount of the issue, except that with respect to an issue that has more than a de minimis amount (as defined in Section 1.148-1(b) of the Regulations) of original issue discount or premium, it shall mean the issue price of that issue (net of pre-issuance accrued interest.)

"Resolution" means the General Bond Resolution, as amended or supplemented from time to time by Supplemental Resolutions.

"Revenue Fund" means the Airport Revenue Fund created by the Resolution.

"Revenues" means all moneys received from any source by the Airport System or by the County with respect to the Airport System, including, without limitation, all rates, fees, charges, rents and other income derived from the ownership or operation of the Airport System, including investment earnings on the funds and accounts established in the Resolution to the extent provided therein. Revenues shall not include PFC Revenues, except to the extent PFC Revenues are specifically designated as included in Revenues as provided in the Resolution. Revenues shall also not include any Airport System fund balances on hand as of the date of adoption of the Resolution which represent over recovery amounts to which the airlines have a claim pursuant to the Airlines Leases. Unless and to the extent otherwise provided by Supplemental Resolution, "Revenues" do not include (a) the proceeds of Bonds or other borrowings by the County, (b) the proceeds of grants and gifts for limited purposes or the proceeds of the disposition of property financed by such grants and gifts, (c) condemnation proceeds or insurance proceeds except insurance proceeds received from rental or business interruption insurance, (d) all income and revenue collected and received with respect to properties and facilities which are not included in the definition of Airport System, (e) Special Facility Revenues, or (f) PFC Revenues.

"S&P" means S&P Global Ratings, a division of S&P Global, or any successor rating agency.

"Serial Bonds" means Bonds other than Term Bonds.

"Series" or "Series of Bonds" or "Bonds of a Series" means a series of Bonds authorized by the Resolution.

"Special Facility" shall mean any facility, structure, equipment or other property, real or personal, which is at the Airport System or a part of any facility or structure at the Airport System and which is designated as a Special Facility pursuant to the Resolution.

"Special Facility Bonds" shall mean any revenue bonds, notes, bond anticipation notes, commercial paper, certificates of participation in a lease agreement or other evidences of indebtedness for borrowed money issued by the County to finance a Special Facility, the principal of, premium, if any, and interest on which are payable from and secured by the Special Facility Revenues derived from such Special Facility, and not from or by Revenues.

"Special Facility Revenues" shall mean the revenues earned from or with respect to a Special Facility and which are designated as such by the County to the extent they are needed to pay debt service on Special Facility Bonds or to meet other requirements of a Special Facility Bond financing, including but not limited to contractual payments to the County under a loan agreement, lease agreement or other written agreement with respect to the Special Facility by and between the County and the person, firm, corporation or other entity, either public or private, as shall operate, occupy or otherwise use the Special Facility. Special Facility Revenues shall not include any ground rentals received by the County with respect to a Special Facility.

"Special Redemption Fund" means the Airport Revenue Bond Special Redemption Fund created by the Resolution.

"Supplemental Resolution" means a resolution adopted by the County under the terms of the Resolution providing for the issuance of Bonds, and shall also mean a resolution adopted by the County under the terms of the Resolution amending or supplementing the Resolution.

"Surplus Fund" means the Airport Revenue Bond Surplus Fund created by the Resolution.

"Taxable Bonds" means any Bonds or Series of Bonds which are designated as such in the Supplemental Resolution providing for their issuance, the interest on which is not excluded from gross income for federal income tax purposes.

"Term Bonds" means Bonds which are subject to mandatory sinking fund redemption prior to maturity as specified in the Supplemental Resolution providing for their issuance. A Series of Bonds may include both Serial Bonds and Term Bonds and may include more than one set of Term Bonds, each of which has its own maturity date.

"Trustee" means the Trustee appointed pursuant to the Resolution and its successor or successors.

"Variable Rate Bonds" means Bonds issued under the Resolution, the interest rate on which is not established at a fixed or constant rate to maturity.

Pledge of Revenues

The Bonds are special obligations of the County. The principal of, premium, if any, and interest on the Bonds are payable solely from, and are secured equally and ratably by, a pledge of Net Revenues of the Airport System.

Creation of Funds; Flow of Funds

The Resolution creates the following funds and accounts:

- Revenue Fund
- PFC Revenue Account
- Operation and Maintenance Fund
- Special Redemption Fund
- Interest and Principal Account
- Reserve Account
- Capitalized Interest Account
- General Obligation Bond Fund
- Operation and Maintenance Reserve Fund
- Coverage Fund
- Capital Improvement Reserve Fund
- Surplus Fund

All of the funds, other than the Special Redemption Fund, will be held by the County. The Special Redemption Fund will be held by the Trustee.

Revenue Fund. Upon the issuance of the initial Series of Bonds the County shall deposit all of the Revenues into the Revenue Fund as promptly as practical after receipt (other than the Revenues expressly required or permitted by the Resolution to be credited to or deposited in any other account or fund). Within the Revenue Fund, the County shall create a "PFC Revenue Account" into which the County shall pay all PFC Revenues. However, such PFC Revenues shall be applied to pay debt service on Bonds only to the extent that such PFC Revenues are specifically pledged to payment of Bonds and are allocable to projects financed through the issuance of Bonds. Any remaining PFC Revenues shall be applied to pay the costs of Passenger Facility Charge approved projects in accordance with applicable federal regulations.

The County shall transfer funds from the Revenue Fund into the following funds in the following order of priority, in accordance with the Resolution:

(1) Operation and Maintenance Fund. Revenues shall first be used to pay Operation and Maintenance Expenses. There shall be charged against the Revenue Fund, and credited to the Operation and Maintenance Fund, a sum sufficient to provide for payment of the Operation and Maintenance Expenses of the Airport System as they are incurred.

(2) Special Redemption Fund. There has been created a Special Redemption Fund, which will be held by the Trustee to pay debt service on the Bonds.

(a) Interest and Principal Account. Within the Special Redemption Fund a separate account has been created known as the "Interest and Principal Account," which shall be used to pay the interest on, and principal and redemption price of, the Bonds. No later than the tenth day of each calendar month, there shall be paid from the Revenue Fund into the Interest and Principal Account the amount necessary to pay the interest next coming due on the Outstanding Bonds, less amounts already on deposit therein and available for such purpose, divided by the number of months remaining to such interest payment date, and the amount necessary to pay the principal next coming due on the Outstanding Bonds, whether such principal is being paid at maturity or upon mandatory redemption, less amounts already on deposit therein and available for such purpose, divided by the number of months remaining to such payment date.

(b) Reserve Account. Within the Special Redemption Fund there has also been created a separate account titled the "Reserve Account." The purpose of the Reserve Account is to provide a reserve for the payment of the principal or redemption price of and interest on the Bonds. There shall be deposited from the proceeds of each Series of Bonds into the Reserve Account the amount necessary so that there will be on deposit in the Reserve Account immediately after their issuance an amount equal to the Reserve Requirement. The Reserve Requirement may also be satisfied by crediting to the Reserve Account a surety bond or other credit facility in lieu of the deposit of cash, as discussed in more detail below.

Unless there is adequate provision made through the Airline Leases to permit the County to charge the airlines for principal due on the Bonds as such, the County, as part of the annual budget required pursuant to the Resolution, shall determine whether the depreciation charges to the airlines for that Fiscal Year under the Airline Leases (the "Depreciation Charges") will equal or exceed the principal to come due (whether at maturity or by mandatory redemption) on all Outstanding Bonds in that Fiscal Year (the "Principal"). If Depreciation Charges do not equal or exceed such Principal, the County shall immediately notify the Trustee of the projected shortfall, and the Trustee shall, on the first day of the Fiscal Year, transfer an amount equal to the projected shortfall from the Reserve Account to the Interest and Principal Account to make up the projected shortfall. The resulting deficiency in the Reserve Account shall be replenished from the Revenue Fund within 12 months as provided in the Resolution. The amount necessary to make such replenishment shall be included in the annual budget for that Fiscal Year.

(c) Capitalized Interest Account. Within the Special Redemption Fund there has also been created a separate account titled the "Capitalized Interest Account." Amounts on deposit in the Capitalized Interest Account shall be used to pay capitalized interest on Bonds. Upon the issuance of each Series of Bonds, there shall be deposited into the Capitalized Interest Account the amount of proceeds of the Bonds, if any, designated for that purpose in the Supplemental Resolution authorizing the issuance of such Series of Bonds. Such amounts shall be transferred to the Interest and Principal Account on the first day of the Fiscal Year in which the interest on such Series of Bonds is due.

(3) General Obligation Bond Fund. There has been created a special fund known as the "Airport General Obligation Bond Fund." Moneys in the General Obligation Bond Fund shall be used to pay debt service on general obligation bonds or promissory notes of the County issued for Airport System purposes and to reimburse the County for such debt service payments for which it has not previously been reimbursed. On or before the tenth day of each month but in no event prior to making the required deposit to the Special Redemption Fund, the County shall pay from the Revenue Fund into the General Obligation Bond Fund an amount so that sufficient amounts will be available, together with other available funds, to provide for the timely payment of debt service on all of the County's general obligation bonds or promissory notes heretofore and hereafter issued for Airport System purposes and for the

reimbursement of the County for such payments which it has previously made and for which it has not yet been reimbursed.

(4) Operation and Maintenance Reserve Fund. There has been created a special fund known as the "Airport Revenue Bond Operation and Maintenance Reserve Fund." On or before the tenth day of each month but in no event prior to making the required deposit to the Special Redemption Fund, the County shall pay from the Revenue Fund to the Operation and Maintenance Reserve Fund an amount equal to the lesser of (i) one-twelfth of the Operation and Maintenance Reserve Fund Requirement (defined as one-sixth of annual Operation and Maintenance Expenses) or (ii) the amount necessary so that the balance in the fund is not less than the Operation and Maintenance Reserve Fund Requirement.

Moneys in the Operation and Maintenance Reserve Fund may be transferred to the Operation and Maintenance Fund to pay Operation and Maintenance Expenses, or to the Interest and Principal Account to make up any deficiency in the amount needed to pay principal, redemption price or interest on the Bonds.

(5) Coverage Fund. There has been created a special fund known as the "Coverage Fund." The Coverage Fund shall be funded in an amount equal to 25% of the current Debt Service on all Outstanding Bonds for which a deposit in the Coverage Fund is required by the Supplemental Resolution (the "Coverage Fund Requirement"). Upon the issuance of any Series of Bonds or Additional Bonds for which a deposit in the Coverage Fund is required by the Supplemental Resolution, either (a) an amount necessary to satisfy the Coverage Fund Requirement (calculated by taking into account the Debt Service on the Bonds being issued) shall be deposited in the Coverage Fund at the time of the issuance of such Bonds or (b) the County shall covenant, in the Supplemental Resolution authorizing the Bonds, to deposit monthly on the tenth day of each month, commencing with the first month after the issuance of the Bonds and continuing until the Coverage Fund Requirement is on deposit in the Coverage Fund, an amount equal to one-thirty-sixth of the difference between the Coverage Fund Requirement upon the issuance of the Bonds and the amount on deposit in the Coverage Fund on the date of issuance of the Bonds.

Amounts on deposit in the Coverage Fund may be transferred to the Operation and Maintenance Fund to make up any deficiency in that Fund or to the Interest and Principal Account in the event of a deficiency in that Account.

If the amount in the Coverage Fund is less than the Coverage Fund Requirement (or such lesser amount which is required to be on deposit therein as provided in the Resolution on January 1 of any year, the County shall forthwith make up the deficiency from the Revenue Fund by making monthly deposits on or before the tenth day of each month thereafter, but in no event prior to making the required deposits to the funds set forth above, and continuing until the Coverage Fund Requirement is on deposit in the Coverage Fund, in an amount equal to one-twelfth of the deficiency. If the amount in the Coverage Fund is greater than the Coverage Fund Requirement on January 1 of any year, the excess shall be dealt with in the manner provided for earnings from the investment of the Coverage Fund.

If there is adequate provision made through the Airlines Leases to permit the County to charge the airlines an amount so that Net Revenues (without counting Other Available Funds) are sufficient to comply with the rate covenants discussed below, then the Coverage Fund may be dissolved and discontinued and funds therein shall be dealt with in the manner provided for earnings from the investment of the Coverage Fund.

(6) Capital Improvement Reserve Fund. There has been created a special fund known as the "Capital Improvement Reserve Fund." There shall be deposited into the Capital Improvement Reserve Fund an amount equal to the depreciation payments received pursuant to the Airline Leases less the amounts deposited to the Interest and Principal Account of the Special Redemption Fund and the General Obligation Bond Fund representing principal of Bonds or general obligation bonds or promissory notes of the County. In addition, there shall be deposited into the Capital Improvement Reserve Fund from the Revenue Fund, on or before the 10th day of each month, but in no event prior to making the required deposits to the funds set forth above, any amounts required by a resolution authorizing the issuance of subordinate airport revenue obligations. Moneys in the Capital Improvement Reserve Fund shall be used to finance capital projects at the Airport System in accordance with the terms of the Airline Leases or to pay debt service on subordinate airport revenue bonds.

(7) Surplus Fund. There has been created a special fund known as the "Airport Revenue Bond Surplus Fund." Moneys in the Surplus Fund shall first be used when necessary to meet requirements of the Operation and Maintenance Fund, the Special Redemption Fund, including the Reserve Account, the General Obligation Bond Fund, the Operation and Maintenance Reserve Fund, the Coverage Fund and the Capital Improvement Reserve Fund. Any money remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2) of the Wisconsin Statutes and provided further that such money may only be used for Airport System purposes.

Construction Fund. There has also been created a special fund known as the "Construction Fund." Moneys in the Construction Fund shall be applied to the payment of the Project Costs of the respective Projects for which the Bonds are issued, or, to the extent they represent funds borrowed to pay capitalized interest on Bonds, shall be transferred to the Interest and Principal Account on the first day of the Fiscal Year that they will be needed for that purpose.

Investment of Funds. The Resolution provides that, except as otherwise provided therein, all income from the investment of any fund or account established under the Resolution (including net profit from the sale of any investment) shall be retained in that fund or account until such fund or account is fully funded in accordance with the terms of the Resolution, and, thereafter, shall be treated as Revenues and deposited in the Revenue Fund, except that all income from the investment of the Reserve Account, when the Reserve Requirement is on deposit therein shall be transferred to the Interest and Principal Account and used for the purposes thereof. For the period until the date of substantial completion of a Project financed by Bonds (or until the Project is discontinued) income accruing from investment of the proceeds of Bonds issued to finance or refinance the Project which have been deposited in the Capitalized Interest Account, the Construction Fund or the Reserve Account, including income on the income, shall when received be deposited in the Construction Fund, or, if so directed by the County, in the Interest and Principal Account, or as otherwise provided by the Supplemental Resolution under which the Bonds are issued for the Project. Any loss from investment of a fund or account shall be charged to the fund or account but, unless otherwise made up, shall be set off against income from investment of the fund or account which would otherwise be deposited in another fund or account.

Reserve Account

As discussed above, the Resolution establishes a Reserve Account into which the County must deposit and maintain the Reserve Requirement. The moneys on deposit in the Reserve Account shall be used and applied to pay principal, redemption premium, and interest on the Bonds due and owing when a deficiency exists in the amounts on deposit for such purpose in the Interest and Principal Account of the Special Redemption Fund. Investments in the Reserve Account are valued at the market value thereof unless the Trustee determines that a lower valuation is necessary by reason of uncertainty of payment thereof or anticipated loss on sale prior to maturity.

In lieu of the deposit of moneys in the Reserve Account, or in substitution of moneys previously deposited therein, the County at any time may cause to be so credited a letter or line of credit, policy of bond insurance, surety bond, guarantee or similar instrument issued by a financial, insurance or other institution and which provides security and/or liquidity in respect of Bonds (a "Credit Facility") for the benefit of the Bondholders equal to the difference between the Reserve Requirement and all other amounts then on deposit (or, in the case of substitution of moneys previously on deposit therein, the amount remaining on deposit) in the Reserve Account. Any funds in the Reserve Account that are subsequently replaced by a Credit Facility will be transferred to the Interest and Principal Account or the Construction Fund, as the County directs, provided that the County may transfer such funds to any other fund or account under the Resolution upon receipt of an Opinion of Bond Counsel to the effect that such transfer will not adversely affect the tax-exempt nature of the interest on any Series of Outstanding Bonds. The Credit Facility shall be payable on any date on which moneys will be required to be withdrawn from the Reserve Account and applied to the payment of the principal or redemption price of or interest on any Bonds of such Series when such withdrawals cannot be made by amounts credited to the Reserve Account.

Additional Bonds

The Resolution permits the issuance of one or more additional Series of Bonds on a parity with Outstanding Bonds ("Additional Bonds") upon certain conditions. Any such series of Additional Bonds may be issued only upon the filing of the following with the Trustee:

(1)(a) A certificate of the County that to the best of the knowledge and belief of the Authorized Officer executing the Certificate, no Event of Default exists, and (b) a certificate of the Trustee that there is no Event of Default of which it has actual knowledge;

(2) A certificate of the County, executed on its behalf by an Authorized Officer, setting forth (i) the Net Revenues for the last audited Fiscal Year and (ii) the maximum Debt Service (including, without duplication, related Credit Facility Obligations) on all Outstanding Bonds and the Bonds to be issued in any Fiscal Year; and demonstrating that such Net Revenues, together with Other Available Funds, equal an amount not less than 125% of such Debt Service (including, without duplication, related Credit Facility Obligations); or, alternatively, a certificate prepared and signed by an Airport Consultant, setting forth for each of the three Fiscal Years commencing with the Fiscal Year following that in which the Projects financed by such Additional Bonds are estimated to be completed, the projected Net Revenues, the projected Other Available Funds, and the maximum Debt Service on all Outstanding Bonds and the Additional Bonds to be issued in any Fiscal Year; and demonstrating that for each such Fiscal Year the projected Net Revenues, together with the projected Other Available Funds, will be in an amount not less than 125% of such Debt Service (including, without duplication, related Credit Facility Obligations);

(3) A certified copy of the Supplemental Resolution providing for the issuance of the Additional Bonds; and

(4) An Opinion of Bond Counsel that the conditions precedent to the issuance of the Additional Bonds have been satisfied.

The certificates required by subparagraph (2) above shall not be required in connection with the issuance of Additional Bonds to pay costs of completing a Project for which Bonds have been previously issued; provided that the principal amount of such Additional Bonds issued under this paragraph shall not exceed 15% of the original principal amount of the Bonds previously issued for such Project; and provided further that Additional Bonds shall not be issued under this paragraph unless there has been filed with the Trustee a certificate of the Consulting Engineer (i) stating that the Project has not materially changed from its description in the Supplemental Resolution authorizing the Bonds initially issued to pay the Project Costs of the Project, (ii) estimating the revised aggregate Project Costs of the Project, (iii) stating that the revised aggregate Project Costs of such Project cannot be paid in full with moneys available for such Project in the Construction Fund, and (iv) stating that the issuance of the Additional Bonds is necessary to provide funds for the completion of the Project.

The certificates required by subparagraph (2) above shall not be required in connection with the issuance of Bonds to refund Bonds, provided that the average annual Debt Service on the refunding Bonds shall not be greater than the average annual Debt Service on the Bonds being refunded, but such certificates shall be required in the case of Bonds issued to refund obligations other than Bonds (including the issuance of Bonds to retire notes issued in anticipation of Bonds) as if the Bonds were being issued for the Projects financed by the refunded obligations.

In the Resolution, the County covenants that, until there is adequate provision made through the Airline Leases to permit the County to charge the airlines for principal due on Bonds as such, all Bonds issued under the Resolution will have amortization schedules such that in each Fiscal Year the scheduled depreciation on then existing Airport System facilities plus the scheduled depreciation on any new Airport System Projects then being financed with Bonds will equal or exceed the amount of principal of Bonds falling due in such Fiscal Year.

Issuance of Subordinate Securities and Special Facility Bonds

The Resolution provides that the County may issue subordinate lien securities for the purpose of the Airport System payable from the Revenues deposited in the Capital Improvement Reserve Fund.

The Resolution also includes provisions under which the County may issue Special Facility Bonds for the purpose of constructing a Special Facility at the Airport. A Special Facility is any facility, structure, equipment or other property, real or personal, which is at the Airport System or a part of any facility or structure at the Airport System and which is designated as a Special Facility by Supplemental Resolution. Such Supplemental Resolution shall provide that revenues earned by the County from or with respect to such Special Facility shall constitute Special Facility Revenues and shall not be included as Revenues. Any such Special Facility Bonds are required to be payable solely from Special Facility Revenues and will not be a charge or claim against the Revenue Fund or any other fund or account designated in the Resolution.

No Special Facility Bonds shall be issued by the County unless there shall have been filed with the Trustee a certificate of an Airport Consultant to the effect that:

(i) The estimated Special Facility Revenues with respect to the proposed Special Facility shall be at least sufficient to pay the principal (either at maturity or by mandatory sinking fund redemptions), premium of and interest on such Special Facility Bonds as and when the same shall become due, all costs of operating and maintaining such Special Facility not paid by a party other than the County, and all sinking fund, reserve fund and other payments required with respect to such Special Facility Bonds as and when the same shall become due; and

(ii) The estimated Net Revenues calculated without including the Special Facility Revenues and without including any operation and maintenance expenses of the Special Facility as Operation and Maintenance Expenses will be sufficient so that the County will be in compliance with its rate covenant during each of the five Fiscal Years immediately following the issuance of such Special Facility Bonds.

Covenants of the County

Rate Covenant. The County has covenanted in the Resolution to establish and impose a schedule of rates, rentals, fees and charges for the use and services of, and the facilities and commodities furnished by the Airport System, and to revise the same from time to time when necessary, and collect the income, rents, receipts and other moneys derived therefrom, so that in each Fiscal Year the Revenues will be at all times at least sufficient to provide for the payment of all amounts necessary to make the required deposits in such Fiscal Year under the Resolution.

In addition, the County is required to establish and collect rates, rentals, fees and charges sufficient so that in each Fiscal Year the aggregate of the Revenues after deducting for such year the aggregate of the Operation and Maintenance Expenses ("Net Revenues"), together with Other Available Funds (defined as the amount of unencumbered funds on deposit on the first day of the fiscal year in the Coverage Fund and the Surplus Fund in an amount up to 25% of Debt Service in the Fiscal Year), will be at least equal to 125% of Debt Service on all Bonds Outstanding including, without duplication, any repayment or other obligations incurred by the County in respect of draws or other payments or disbursements made under a Credit Facility, but only if such obligations have a lien on Revenues on the same priority as the lien thereof. PFC Revenues are treated as Revenues under the rate covenant only to the extent they are actually applied during the Fiscal Year to pay debt service on Bonds issued to finance or refinance Projects to which the PFC Revenues relate.

The failure to comply with the rate covenant, in the immediately preceding paragraph, does not constitute a default by the County under the Resolution if (i) the County promptly (a) causes an Airport Consultant to make a study for the purpose of making recommendations with respect to rates, rentals, fee and charges for the Airport System in order to provide funds for all the payments and other requirements described in the first paragraph above; (b) considers the recommendations of the Airport Consultant; and (c) takes such action as the County, in its discretion, deems necessary to comply with the rate covenant described in the immediately preceding paragraph, and (ii) in the following Fiscal Year, Net Revenues, together with Other Available Funds, are at least sufficient to meet the rate covenant described in the immediately preceding paragraph.

Annual Budget. At least sixty (60) days before the beginning of each Fiscal Year the County shall file a preliminary, annual Airport System operating budget with the Trustee. At least one (1) day before the beginning of each Fiscal Year the County shall adopt the annual Airport System operating budget and shall file a summary of such budget with the Trustee. As soon as such budget is published, but in no event later than February 1 of the year to which it relates, the County shall file a copy of such budget with the Trustee. The County may at any time adopt and file with the Trustee an amended or supplemental operating budget for the Fiscal Year then in progress. The budget shall show projected Operation and Maintenance Expenses, Debt Service and other payments from the Revenue Fund and the Revenues to be available to pay the same. The County shall not incur aggregate Operation and Maintenance Expenses in any Fiscal Year in excess of the aggregate amount shown in the annual budget as amended and supplemented except in case of emergency and shall promptly file a written report of any such excess expenditure with the Trustee.

Operation Maintenance and Improvement of the Airport System. The County will maintain, preserve, keep and operate or cause to be maintained, preserved, kept and operated, the properties constituting the Airport System (including all additions, improvements and betterments thereto and extensions thereof and every part and parcel thereof) in good and efficient repair, working order and operating condition in conformity with standards customarily followed in the aviation industry for airports of like size and character. The County will from time to time make all necessary and proper repairs, renewals, replacements and substitutions to said properties, and construct additions and improvements thereto and extensions and betterments thereof which are economically sound, so that at all times the business carried on in connection therewith shall and can be properly and advantageously conducted in an efficient manner and at reasonable cost.

Insurance. The County shall carry insurance with generally recognized responsible insurers with policies payable to the County against risks, accidents, or casualties at least to the extent that similar insurance is usually carried by airport operators operating properties similar to the Airport System; provided that the County may be self-insured against such risks, accidents or casualties to the extent appropriate to governmental procedure and policy. In the event of loss or damage to property covered by the insurance, the County shall promptly repair, replace or reconstruct the damaged or lost property to the extent necessary for the proper conduct of its operations and shall apply the proceeds of the insurance for that purpose to the extent needed; provided that no such repair, replacement or construction shall be required if the County files a certificate with the Trustee signed by an Authorized Officer to the effect that repair, replacement or reconstruction of the damaged or destroyed property is not in the best interest of the County and that failure to repair, replace or reconstruct the damaged or destroyed property will not cause Revenues in any future Fiscal Year of the County to be less than an amount sufficient to enable the County to comply with all covenants and conditions of this Resolution or impair the security or the payment of the Bonds. If the County elects to undertake the repair, replacement or reconstruction of the damaged or destroyed property and such proceeds of the aforesaid insurance are insufficient for such purpose, the amount of such insufficiency may be satisfied from moneys available within the Surplus Fund for any lawful purpose of the County. Any excess proceeds from property insurance shall be deposited in the Interest and Principal Account or, if the County receives an Opinion of Bond Counsel to the effect that the proposed use of such proceeds will not adversely affect the tax-exempt status of any Outstanding Bonds issued hereunder, in any other fund or account hereunder as directed by the County.

Within sixty (60) days after the close of each Fiscal Year, the County shall file with the Trustee a certificate describing the insurance then in effect.

Not to Encumber or Dispose of the Revenues or Properties of the Airport System. Except as set forth below, the County shall not sell, mortgage, lease or otherwise dispose of or encumber the Revenues or any properties of the Airport System.

(A) The County may sell, lease, or otherwise dispose of any portion of the properties and facilities (real or personal) comprising a part of the Airport System the disposal of which will not impede or prevent the use of the Airport System or its facilities for the conduct of air transportation or air commerce and which in the reasonable judgment of the County has become unserviceable, unsafe or no longer necessary in the operation of the Airport System or which is to be or has been replaced by other property of substantially equal revenue-producing capability and of substantially equal utility for the conduct of air transportation or air commerce. Proceeds of a sale, lease or other disposition pursuant to this paragraph shall be applied as determined by the County; provided, however, that to the extent that the original construction or acquisition of such properties or facilities was financed from moneys derived from grants or passenger facility charges, then such proceeds shall be deposited in a manner consistent with the conditions agreed to by the County with any governmental authority, or imposed on the County by law or any governmental authority, in obtaining such grants or passenger facility charges.

(B) The County may execute leases, licenses, easements and other agreements of or pertaining to properties constituting the Airport System in connection with the operation of the Airport System in the normal and customary course of business thereof, according to the County's policy regarding rates, rentals, fees and charges of the Airport System, which rates, rentals, fees and charges shall be part of Revenues and which properties shall remain part of the Airport System, but any such leasing shall not be inconsistent with the provisions of the Resolution, and no lease shall be entered into by which the security of and payment for the Bonds might be impaired or diminished. The County may enter into leases, licenses, easements and other agreements in connection with Special Facilities pursuant to and in accordance with the provisions of the Resolution.

(C) If any portion of the properties of the Airport System is taken by eminent domain, any moneys received by the County as a result shall be deposited in the Interest and Principal Account, Construction Fund or Capital Improvement Reserve Fund, as the County shall determine.

(D) The County may apply the Revenues as provided in the Resolution, may encumber the Revenues for the benefit of the Bondowners to the extent and in the manner provided in the Resolution and may otherwise encumber the Revenues to the extent and in the manner provided in the Resolution.

Other Leases and Contracts. The County shall perform all contractual obligations undertaken by it under leases or agreements pertaining to or respecting the Airport System and shall enforce its rights thereunder. The County shall not enter into any contract or lease pertaining to the Airport System by which the rights, payment or security of the Bonds might be impaired or diminished.

Books of Account; Annual Audit. The County shall keep proper books and accounts relating to the Airport System and shall cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants, and within two hundred seventy (270) days after the end of each Fiscal Year, the County shall file such audited financial statement with the Trustee. In addition to other matters required by law or sound accounting or auditing practice, the financial statement shall cover the transactions in the funds and accounts held by the Trustee or County under the Resolution. The report of the auditor shall state whether, in the course of examining the books and accounts relating to the Airport System which it would customarily examine in the course of preparing the audited financial statement required by this Section, there has come to the attention of the auditor any default by the County with respect to the Resolution or the Bonds and, if so, the nature of the default.

Payment of Taxes and Other Claims. The County shall make timely payments of all taxes, assessments and other governmental charges lawfully imposed upon the properties constituting the Airport System or upon the Revenues, as well as all lawful claims for labor, materials and supplies which, if not paid, might become a lien or charge upon any part of the Airport System, or upon any of the Revenues, or could impair the security of the Bonds; but the failure to do so will not be considered a violation of this Section so long as the County is in good faith contesting the validity of the tax, assessment, charge or claim.

Government Approval. The County will perform any construction, reconstructions, and restorations of, improvements, betterments and extensions to, and equipping and furnishing of, and will operate and maintain the Airport System at standards required in order that the same may be approved by the proper and competent Federal government authority or authorities for the landing and taking off of aircraft, and as a terminal point of the County for the receipt and dispatch of passengers, property and mail by aircraft.

Compliance With Terms of Grant-in-aid; Application Thereof: The County shall comply with the requirements of the federal government with respect to grants-in-aid accepted by the County.

To Carry Out Projects. The County will proceed with all reasonable dispatch to complete the acquisition, purchase, construction, improvement, betterment, extension, addition, reconstruction, restoration, equipping and furnishing of any properties certain costs of which are to be paid from the proceeds of Bonds or from any other moneys held under the Resolution. Notwithstanding the foregoing, the County may discontinue a Project by written notice to the Trustee, with a certificate of the Airport Consultant stating that, by reason of change in circumstance not reasonably expected at the time of the issuance of the Bonds, completion of the Project (or work) is no longer consistent with custom in the airport industry or is no longer necessary for the proper operation of the Airport System. The moneys for the Project in the Construction Fund not needed to pay Project Costs of the Project (as determined by a certificate of the Airport Consultant) shall be deposited in the Interest and Principal Account and used to pay debt service on Bonds.

Compliance with Applicable Law. The County shall comply with all applicable federal, state and local law in the operation and administration of the Airport System.

Events of Default and Remedies

Events of Default. There shall be an "Event of Default" if any of the following occurs:

(1) If there is a default in the payment of the principal of or redemption premium, if any, on any of the Bonds when due, whether at maturity or by proceedings for redemption or otherwise.

(2) If there is a default in the payment of any interest on any Bond, when due.

(3) If the County defaults in the performance of any other covenant or agreement contained in the Resolution and the default continues for thirty (30) days after written notice to the County by the Trustee, or to the County and the Trustee by the holders of not less than twenty-five per cent (25%) in principal amount of the Outstanding Bonds, provided that if the default is one that can be remedied but cannot be remedied within that thirty day period, the Trustee may grant an extension of the thirty day period if the County institutes corrective action within that thirty day period and diligently pursues that action until the default is remedied.

(4) If an order, judgment or decree is entered by a court of competent jurisdiction (a) appointing a receiver, trustee, or liquidator for the County or the whole or any substantial part of the Airport System, (b) granting relief in involuntary proceedings with respect to the County under the federal Bankruptcy Code, or (c) assuming custody or control of the County or of the whole or any substantial part of the Airport System under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within sixty (60) days from the date of the entry of the order, judgment or decree.

(5) If the County (a) admits in writing its inability to pay its debts generally as they become due, (b) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a receiver of the whole or any substantial part of the Airport System, or (e) consents to the assumption by any court of competent jurisdiction under any law for the relief of debtors of custody or control of the County or of the whole or any substantial part of the Airport System.

Inspection of Records. If an Event of Default happens and has not been remedied, the books of record and account of the County relating to the Airport System shall at all times be subject to the inspection and use of the Trustee, the Owners of at least five per cent (5%) in principal amount of the Outstanding Bonds and their agents and attorneys.

Payment of Funds to Trustee; Application of Funds. If an Event of Default happens and has not been remedied, the County upon demand of the Trustee shall pay over and transfer to the Trustee (i) all funds and investments then held by the County in the funds and accounts held by it under the Resolution and (ii) as promptly as practicable all other or subsequent Revenues.

After a transfer of a fund or account under this paragraph, the Trustee shall administer the fund or account until all Events of Default have been cured.

If at any time the available funds are insufficient for the payment of the principal or redemption price and interest then due on the Bonds, the following funds and accounts (other than funds held in trust for the payment or redemption of particular Bonds) shall be used in the order named:

Interest and Principal Account
Capitalized Interest Account
Reserve Account

Surplus Fund
Capital Improvement Reserve Fund
Operation and Maintenance Reserve Fund
Coverage Fund
General Obligation Bond Fund
Construction Fund

and the County shall promptly restore from the Revenue Fund any amount taken for this purpose from any fund or account other than the Interest and Principal Account. The moneys shall be applied in the following order of priority:

First, to the payment of all unpaid interest on Bonds then due (including any interest on overdue principal and, to the extent permitted by law, interest on overdue interest at the same rate) in the order in which the same became due, and, if the amount available is sufficient to pay the unpaid interest which became due on any date in part but not in full, then to the payment of that interest ratably; and

Second, to the payment ratably of the unpaid principal or redemption price of Bonds then due.

Whenever moneys are to be so applied, they shall be applied by the Trustee at such times as it shall determine, having due regard to the amount available and the likelihood of additional moneys becoming available. The Trustee shall use an interest payment date as the date of payment unless it deems another date more suitable. On the date fixed for payment interest shall cease to accrue on the amounts of principal and interest to be paid on that date to the extent that the necessary moneys have been made available for payment. The Trustee shall give such notice of the date as it may deem appropriate and shall not be required to make payment to the Owner of any Bond unless the Bond is presented for appropriate endorsement.

Interest on overdue principal and interest (to the extent permitted by law) shall accrue and be payable daily but, for the purpose of applying the order of priority prescribed by this Section (and of calculating interest on interest), it shall be treated as if it became due on the regular interest payment dates.

Suits at Law or in Equity. (A) As provided in the Act, any Owner or Owners of the Bonds and the Trustee shall have the right in addition to all other rights:

(1) By mandamus or other suit, action or proceedings in any court of competent jurisdiction, to enforce their rights against the County, the County Board of Supervisors and any other proper officer, agent or employee of any of them, including the right to require the County, the County Board of Supervisors and any proper officer, agent or employee of any of them, to fix and collect rates, rentals, fees and charges adequate to carry out any agreement made in the Resolution as to rates, rentals, fees and charges, or to carry out the pledge of Revenues made by the Resolution, and to require the County, the County Board of Supervisors and any officer, agent or employee of any of them to carry out any other covenants or agreements made in the Resolution or in the Bonds and to perform their duties under the Act; and

(2) By action or suit in equity, to enjoin any acts or things which may be unlawful or a violation of the rights of the Owner or Owners of the Bonds under the Resolution or any Supplemental Resolution.

(B) As authorized by the Act, the County confers upon the Owners of not less than twenty-five per cent (25%) in principal amount of the Outstanding Bonds and upon the Trustee the right in case of an Event of Default:

(1) By suit, action or proceedings in any court of competent jurisdiction to obtain the appointment of a receiver of the whole or any part or parts of the Airport System. If a receiver is appointed he may enter and take possession of the same, operate and maintain it, and collect and receive all Revenues arising from it in the same manner as the County itself might do and shall deposit the Revenues in a separate account or accounts and apply the same in accordance with the obligations of the County.

(2) By suit, action or proceeding in any court of competent jurisdiction to require the County to account as if it were the trustee of an express trust.

(C) All rights of action under the Resolution may be enforced by the Trustee without the possession of any of the Bonds and without producing them at the trial or other proceedings.

(D) The Owners of not less than a majority in principal amount of the Outstanding Bonds may direct the time, method and place of conducting any remedial proceeding available to the Trustee, provided that the Trustee is provided with adequate security and indemnity and shall have the right to decline to follow the direction (i) if the Trustee is advised by counsel that the action or proceeding may not lawfully be taken or (ii) if the Trustee determines in good faith that the action or proceeding would involve the Trustee in personal liability or that the action or proceeding would be unjustly prejudicial to the owners of Bonds not parties to the direction.

Remedies Not Exclusive. No remedy conferred by the Resolution upon the Trustee or the Owners of the Bonds is intended to be exclusive of any other remedy, but each shall be in addition to every other remedy given under the Resolution or provided at law or in equity or by statute.

Waivers of Default. No delay or omission of the Trustee or of any Owner of Bonds to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or be construed to be a waiver of the Event of Default.

The Owners of Bonds with an aggregate principal amount in excess of fifty percent (50%) in principal amount of the Outstanding Bonds may on behalf of the Owners of all of the Bonds waive any past default under the Resolution and its consequences, except a default in the payment of the principal or redemption price of and interest on any of the Bonds. No such waiver shall extend to any subsequent or other default.

Notice of Events of Default. Within sixty (60) days after the occurrence of an Event of Default becomes known to the Trustee, the Trustee shall mail notice of the Event of Default to the Bondowners, unless the Event of Default has been cured before the giving of the notice; provided that the Trustee shall give the notice as promptly as the interests of the Bondowners appear to require and shall be protected in withholding notice if the board of directors, the executive committee, or a trust committee of the Trustee determines in good faith that the withholding of the notice is in the interests of the Bondowners.

Amendments and Supplements

Without Consent of Bondowners. The County may from time to time, without the consent of any Bondowner, adopt Supplemental Resolutions, (i) to provide for the issuance of Additional Bonds pursuant to the Resolution; (ii) to make changes in the Resolution which may be required to permit the Resolution to be qualified under the Trust Indenture Act of 1939, as amended; and (iii) for any one or more of the following purposes:

1. To cure or correct any ambiguity, defect or inconsistency in the Resolution;

2. To add additional covenants and agreements of the County for the purpose of further securing the payment of the Bonds;

3. To limit or surrender any right, power or privilege reserved to or conferred upon the County by the Resolution;

4. To confirm any lien or pledge created or intended to be created by the Resolution;

5. To confer upon the Owners of the Bonds additional rights or remedies or to confer upon the Trustee for the benefit of the Owners of the Bonds additional rights, duties, remedies or powers;

6. To make any other change in the Resolution which does not, in the opinion of the Trustee, have a material adverse impact on the interests of the Owners of the Bonds; and

7. To modify the Resolution in any other respect; provided that the modification shall not be effective until after the Outstanding Bonds cease to be Outstanding, or until the Bondowners consent pursuant to the Resolution.

The written concurrence of the Trustee shall be required for any Supplemental Resolution described in (ii) or (iii) above.

With Consent of Bondowners. With the written concurrence of the Trustee and the consent of the Owners of Bonds with an aggregate principal amount in excess of fifty percent (50%) in principal amount of the Outstanding Bonds, the County may from time to time adopt Supplemental Resolutions for the purpose of making other changes in the Resolution; provided, however, that, without the consent of the Owner of each Bond which would be affected, no Supplemental Resolution shall (1) change the maturity date for the payment of the principal of any Bond or the dates for the payment of interest on the Bond or the terms of the redemption of the Bond, or reduce the principal amount of any Bond or the rate of interest on the Bond or the redemption price, (2) reduce the percentage of consents required under this proviso for a Supplemental Resolution, or (3) give to any Bond any preference over any other Bond; and provided further that, without the consent of the Owners of Bonds with an aggregate principal amount in excess of fifty percent (50%) in principal amount of the Outstanding Term Bonds of each Series and maturity which would be affected, no Supplemental Resolution shall (a) change the amount of any sinking fund installments for the retirement of Term Bonds or the due dates of the installments or the terms for the purchase or redemption of Bonds from the installments, or (b) reduce the percentage of consents required under this proviso for a Supplemental Resolution.

It shall not be necessary that the consents of the Owners of the Bonds approve the particular wording of the proposed Supplemental Resolution if the consents approve the substance. After the Owners of the required percentage of Bonds have filed their consents with the Trustee, the Trustee shall mail notice to the Bondowners in the manner provided in the Resolution. No action or proceeding to invalidate the Supplemental Resolution or any of the proceedings for its adoption shall be instituted or maintained unless it is commenced within sixty (60) days after the mailing of the notice. The validity of a Supplemental Resolution shall not be affected by any failure to give notice by mail or by any defect in the mailed notice.

Defeasance

Discharge of Pledge: Bonds No Longer Deemed Outstanding. The obligations of the County under the Resolution and the pledge, covenants and agreements of the County made in the Resolution shall be discharged and satisfied as to any Bond and the Bond shall no longer be deemed to be Outstanding under the Resolution:

(i) when the Bond has been canceled or surrendered for cancellation, or has been purchased by the Trustee from moneys held by it under the Resolution (other than at the option of the Owner prior to the scheduled maturity date); or

(ii) when payment of the principal or the redemption price of the Bond, plus interest on the principal to the due date (whether at maturity or upon redemption or otherwise) or to the date set for payment in the case of an overdue Bond, either (a) has been made or (b) has been provided for by irrevocably setting aside in escrow with the Trustee, if any, or with another suitable bank or trust company for the purpose (1) moneys sufficient to pay the principal or redemption price and interest or (2) Permitted Investments (which for the purposes of this Section shall include only those obligations described in item (1) of the definition thereof) maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to pay the principal or redemption price and interest when required, and when all proper fees and expenses of the Trustee and Paying Agents pertaining to the Bond have been paid or provided for to the satisfaction of the Trustee and Paying Agents.

When a Bond is deemed to be no longer Outstanding under the Resolution pursuant to clause (i) or (ii)(a) above or, if the Bond has become due, pursuant to clause (ii)(b), it shall cease to draw interest. When a Bond is deemed to be no longer Outstanding under the Resolution pursuant to either clause (i) or clause (ii) above, it shall no longer be secured by the Resolution except for the purpose of payment from the moneys or Permitted Investments set aside for its payment pursuant to clause (ii)(b).

Notwithstanding the foregoing, in the case of Bonds which are to be redeemed prior to their stated maturities, no deposit under clause (ii)(b) above shall operate as a discharge and satisfaction until the Bonds have been irrevocably called or designated for redemption and proper notice of the redemption has been given or provision satisfactory to the Trustee has been irrevocably made for giving the notice.

Any moneys deposited with the Trustee as provided in this Section may be invested and reinvested in Permitted Investments of the types described earlier in this Section maturing in the amounts and times as required and any income from the investment not required for the payment of the principal or redemption price and interest on the Bonds shall be paid to the County and credited to the Revenue Fund.

In the event that the Resolution is defeased with respect to Bonds pursuant to this Section, the Trustee shall mail notice of the defeasance to the Owners of those Bonds within ninety (90) days after the defeasance.

Notwithstanding any other provision of the Resolution, all moneys or Permitted Investments set aside pursuant to this subsection for the payment of the principal or redemption price of and interest on Bonds shall be held in trust and used solely for the payment of the particular Bonds with respect to which the moneys or Permitted Investments have been set aside.

The County may at any time surrender to the Trustee for cancellation Bonds which the County has acquired, and the Bonds shall thereupon be deemed paid and no longer Outstanding.

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APPENDIX D

PROPOSED FORMS OF CO-BOND COUNSEL OPINION

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[Form of Co-Bond Counsel Opinion]

October 1, 2026

Re: Milwaukee County, Wisconsin ("Issuer")
$__________ Airport Revenue Bonds, Series 2026A (AMT) and $__________
Airport Revenue Refunding Bonds, Series 2026B (AMT)
dated October 1, 2026 (collectively, "Bonds")

We have acted as bond counsel to the Issuer in connection with the issuance of the Bonds. In such capacity, we have examined such law and such certified proceedings, certifications, and other documents as we have deemed necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

The Bonds are issued pursuant to Section 66.0621, Wisconsin Statutes, and a resolution adopted by the County Board of Supervisors of the Issuer on June 22, 2000, as amended from time to time (the "General Resolution") and a supplementing resolution adopted by the County Board of Supervisors of the Issuer on March 19, 2026 (the "Supplemental Resolution") (hereinafter the General Resolution and the Supplemental Resolution shall be referred to as the "Resolutions"). Pursuant to the Resolutions, the Bonds are issued on a parity with the Issuer's outstanding Airport Revenue Refunding Bonds, Series 2019A, dated October 30, 2019, Airport Revenue Refunding Bonds, Series 2023A, dated October 4, 2023, Airport Revenue Refunding Bonds, Series 2023B, dated October 4, 2023, Airport Revenue Bonds, Series 2024A, dated October 2, 2024 and Airport Revenue Bonds, Series 2025A, dated October 1, 2025 (collectively, the "Prior Bonds"). The Issuer covenanted in the Resolutions that net revenues derived from the operation of the Airport System (the "System") of the Issuer (the "Revenues") shall at all times be sufficient to pay the principal of and interest on the Prior Bonds and the Bonds as the same falls due.

The Bonds are numbered R-1 and upward; bear interest at the rates set forth below; and mature on December 1 of each year, in the years and principal amounts as follows:

Year	Principal Amount	Interest Rate
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		

Year	Principal Amount	Interest Rate
2038		
2039		
2040		
2041		

Interest is payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2027.

The Bonds maturing on December 1, 2036 and thereafter are subject to redemption prior to maturity, at the option of the Issuer, on December 1, 2035 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Issuer, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

We further certify that we have examined the form of the Bonds and find the same to be in proper form.

Based upon and subject to the foregoing, it is our opinion under existing law that:

1. The Issuer is duly created and validly existing under the Constitution and laws of the State of Wisconsin with the power to adopt the Resolutions, perform the agreements on its part contained therein and issue the Bonds.

2. The Resolutions have been duly adopted by the Issuer and constitute valid and binding obligations of the Issuer enforceable upon the Issuer.

3. The Bonds have been lawfully authorized and issued by the Issuer pursuant to the laws of the State of Wisconsin now in force and are valid and binding special obligations of the Issuer enforceable upon the Issuer in accordance with their terms, payable solely from the Revenues of the System. The Bonds, together with interest thereon, do not constitute an indebtedness of the Issuer nor a charge against its general credit or taxing power.

4. The interest on the Bonds is excluded for federal income tax purposes from the gross income of the owners of the Bonds, except for interest on any Bonds held by a "substantial user" of the facilities financed by the Bonds or a "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the Bonds is, however, an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and is taken into account in determining "adjusted financial statement income" for purposes of computing the federal alternative minimum tax imposed on Applicable Corporations (as defined by Section 59(k) of the Code). The Code contains requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be or continue to be excludable from gross income for federal income tax purposes. Failure to comply with certain of those requirements could cause the interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The Issuer has agreed to comply with all of those requirements. The opinion set forth in the first sentence of this paragraph is subject

to the condition that the Issuer comply with those requirements. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

We express no opinion herein regarding the accuracy, adequacy, or completeness of the Official Statement or any other offering material relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.

We express no opinion regarding the creation, perfection or priority of any security interest in the Revenues or other funds created by the Resolutions or on the sufficiency of the Revenues.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and may be subject to the exercise of judicial discretion in accordance with general principles of equity, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

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APPENDIX E

CONTINUING
DISCLOSURE CERTIFICATE

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CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Milwaukee County, Wisconsin (the "Issuer") in connection with the issuance of $__________ Airport Revenue Bonds, Series 2026A, dated October 1, 2026 and $__________ Airport Revenue Refunding Bonds, Series 2026B, dated October 1, 2026 (collectively, the "Securities"). The Securities are being issued pursuant to a Resolution adopted by the Governing Body of the Issuer on March 19, 2026, as supplemented by a Certificate of Comptroller Approving the Details of Airport Revenue Bonds, Series 2026A and Certificate of Comprtoller Approving the Details of Airport Revenue Refunding Bonds, Series 2026B (collectively, the "Resolution") and delivered to Raymond James & Associates, Inc. (the "Purchaser") on the date hereof. Pursuant to the Resolution, the Issuer has covenanted and agreed to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events. In addition, the Issuer hereby specifically covenants and agrees as follows:

Section 1(a). Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders of the Securities in order to assist the Participating Underwriters within the meaning of the Rule (defined herein) in complying with SEC Rule 15c2-12(b)(5). References in this Disclosure Certificate to holders of the Securities shall include the beneficial owners of the Securities. This Disclosure Certificate constitutes the written Undertaking required by the Rule.

Section 1(b). Filing Requirements. Any filing under this Disclosure Certificate must be made solely by transmitting such filing to the MSRB (defined herein) through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by the identifying information prescribed by the MSRB.

Section 2. Definitions. In addition to the defined terms set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any annual report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" means the Issuer's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the Issuer intends to continue to prepare in substantially the same form.

"Final Official Statement" means the final Official Statement dated September 10, 2026 delivered in connection with the Securities, which is available from the MSRB.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the fiscal year of the Issuer.

"Governing Body" means the County Board of Supervisors of the Issuer or such other body as may hereafter be the chief legislative body of the Issuer.

"Issuer" means Milwaukee County, Wisconsin, which is the obligated person with respect to the Securities.

"Issuer Contact" means the Capital Finance Manager of the Issuer who can be contacted at the Office of the Comptroller, Milwaukee County Courthouse, Room 301, 901 North Ninth Street, Milwaukee, Wisconsin 53233, phone (414) 278-4396, fax (414) 223-1245.

"Listed Event" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board.

"Participating Underwriter" means any of the original underwriter(s) of the Securities (including the Purchaser) required to comply with the Rule in connection with the offering of the Securities.

"Rule" means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time, and official interpretations thereof.

"SEC" means the Securities and Exchange Commission.

Section 3. Provision of Annual Report and Audited Financial Statements.

(a) The Issuer shall, not later than 270 days after the end of the Fiscal Year, commencing with the year that ends December 31, 2026, provide the MSRB with an Annual Report filed in accordance with Section 1(b) of this Disclosure Certificate and which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report and that, if Audited Financial Statements are not available within 270 days after the end of the Fiscal Year, unaudited financial information will be provided, and Audited Financial Statements will be submitted to the MSRB when and if available.

(b) If the Issuer is unable or fails to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall send in a timely manner a notice of that fact to the MSRB in the format prescribed by the MSRB, as described in Section 1(b) of this Disclosure Certificate.

Section 4. Content of Annual Report. The Issuer's Annual Report shall contain or incorporate by reference the Audited Financial Statements and updates of the following sections of the Final Official Statement to the extent such financial information and operating data are not included in the Audited Financial Statements:

1. AMENDED AIRLINE - AIRPORT USE AND LEASE AGREEMENT (excluding Airline Airport Affairs Committee) - pages __ - __
2. Table: MILWAUKEE COUNTY AIRPORT SYSTEM AIRPORT REVENUE - page __
3. Table: MILWAUKEE COUNTY AIRPORT SYSTEM TOTAL AIRPORT SYSTEM O&M EXPENSES - page __
4. Table: O&D AND CONNECTING ENPLANEMENTS - page __
5. AIRPORT SYSTEM INDEBTEDNESS - pages __-__
6. Table: MILWAUKEE COUNTY AIRPORT SYSTEM DEBT SERVICE COVERAGE - page __

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the MSRB's Internet website or filed with the SEC. The Issuer shall clearly identify each such other document so incorporated by reference.

Section 5. Reporting of Listed Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events with respect to the Securities:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Securities, or other material events affecting the tax status of the Securities;

7. Modification to rights of holders of the Securities, if material;

8. Securities calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution or sale of property securing repayment of the Securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Issuer;

13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake

such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect holders of the Securities, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For the purposes of the event identified in subsection (a)12. above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(b) When a Listed Event occurs, the Issuer shall, in a timely manner not in excess of ten business days after the occurrence of the Listed Event, file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Securities pursuant to the Resolution.

(c) Unless otherwise required by law, the Issuer shall submit the information in the format prescribed by the MSRB, as described in Section 1(b) of this Disclosure Certificate.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under the Resolution and this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all the Securities.

Section 7. Issuer Contact; Agent. Information may be obtained from the Issuer Contact. Additionally, the Issuer may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under the Resolution and this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of the Resolution or this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if the following conditions are met:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Issuer, or the type of business conducted; or

(ii) This Disclosure Certificate, as amended or waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of beneficial owners of the Securities, as determined and certified to the Issuer by an underwriter, financial advisor, bond counsel or trustee.

In the event this Disclosure Certificate is amended for any reason other than to cure any ambiguities, inconsistencies, or typographical errors that may be contained herein, the Issuer agrees the next Annual Report it submits after such amendment shall include an explanation of the reasons for the amendment and the impact of the change, if any, on the type of financial statements or operating data being provided.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. (a) Except as described in the Final Official Statement, in the previous five years, the Issuer has not failed to comply in all material respects with any previous undertakings under the Rule to provide annual reports or notices of material events.

(b) In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any holder of the Securities may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under the Resolution and this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Securities and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriters and holders from time to time of the Securities, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, we have executed this Certificate in our official capacities effective the 1st day of October, 2026.

____
Chairperson of the County Board

____
County Clerk

Approved as to Form:	Countersigned:
______________________________ Corporation Counsel	______________________________ County Executive

____
Comptroller

APPENDIX F

SUMMARY OF AIRLINE LEASES

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SUMMARY OF AMENDED AIRLINE LEASES

The following is a summary of certain provisions of the Amended AULA (the "AULA"). The summary is subject in all respects to the detailed and complete provisions of the AULA; copies of the AULA may be inspected at General Mitchell International Airport, 5300 South Howell Avenue, Milwaukee, Wisconsin 53207.

SUMMARY OF THE AULA

DEFINITIONS

When used in this Appendix, such terms shall have the meanings given to them by the language employed in this Appendix defining such terms unless the context clearly indicates otherwise. Capitalized terms not defined in this Appendix, but defined in the Official Statement, shall have the meanings given to them in the Official Statement. The following terms shall have the following meanings in this Appendix:

"2024 AULA" shall mean the new amended AULA executed between the County and each Airline on January 1, 2024 and terminating on December 31, 2028. The 2024 AULA has substantially similar terms as those contained in the Amended AULA.

"Accounting System" means the system for collection, allocation, and reporting of revenues, expenses, and debt service associated with the operation of Airport Cost Centers and the Airport System as a whole, which was established by the County to provide data to support the calculation of airline rates and fees required under the AULA.

"Additional Bonds" shall mean the additional parity revenue Bonds and PFC-Backed Airport Revenue Bonds which the County reserves the right to issue in the future as provided in the Bond Resolution and obligations issued to refund any of the foregoing on a parity with the Bonds.

"ADF Depreciation Account" shall mean that account with such name established in the AULA.

"Affiliate" shall mean any commercial air transportation company designated in writing by each Airline as an affiliate that is operating under the same flight code designator and either (1) is a parent or subsidiary of the Airline or is under the common ownership and control of the Airline or (2) is under contract (*e.g.,* capacity purchase agreement) with the Airline in respect to such operation. Each Affiliate shall execute an operating agreement with the County with terms consistent with the AULA. Each of Affiliate's Originating Passengers, Enplaned Passengers and landed weight shall be counted and recorded jointly with the Airline's and rents and fees shall be at the same rate. The Rents and Landing Fees for the Airline calculated in accordance with the AULA shall include the Originating Passengers and landed weight of each of its Affiliates. Each Airline shall serve as financial guarantor for all rentals and landing fees incurred by the Airline and its Affiliate(s).

"Aircraft Parking Apron" shall mean that part of the Ramp Area contiguous to the arrival and departure gates at the Airport, as shown in the AULA, which is used for the parking of aircraft and support vehicles and the loading and unloading of passengers and cargo.

"Airline" shall mean each airline that has signed the AULA.

"Airline-Airport Affairs Committee" or *"AAAC"* shall mean a Committee composed of a representative of each Signatory Airline and Signatory Cargo Airline to consult and coordinate with the County in matters related to the planning, promotion, development, operation and financing of the Airport System.

"Airline Non-Public Space" shall mean areas available to be rented by one or more airlines on an exclusive, joint use or common use basis that are not accessible to the public or airline passengers without an escort, including concourse lower level offices, concourse upper level offices, ticket counter offices, baggage makeup areas, holdroom stairwells and baggage tug tunnels.

"Airline Premises" shall mean Exclusive Use Premises, Preferential Use Premises and Joint Use Premises.

"Airline Public Space" shall mean areas available to be rented by one or more Airlines on an exclusive, joint use or common use basis that are accessible to the public or airline passengers without an escort, including ticket counters, e-ticketing machine areas, club rooms, gate holdrooms, baggage service offices and baggage claim areas.

"Airport" shall mean General Mitchell International Airport, owned and operated by the County.

"Airport Concession Revenues" shall mean all concession revenues earned at the Airport including, but not limited to, the items listed in the AULA and described below in subsection (B) under the caption "TERMINAL RENTAL RATES."

"Airport Development Fund Account" or *"ADFA"* shall mean that account established in the AULA.

"Airport System" shall mean the Airport and the Lawrence J. Timmerman Airport.

"Airport Terminal Building" shall mean the main terminal and the International Arrivals Building at the Airport and the appurtenances thereto, including skywalks, as shown in the AULA.

"Amended AULA" shall mean the AULA and all executed amendments effective through December 31, 2023. Also see 2024 AULA.

"AULA" shall mean each Airline – Airport Use and Lease Agreement between the County and Airline, as the same may be amended or supplemented from time to time.

"Bond Resolution" shall mean the General Bond Resolution adopted June 22, 2000, and as further amended and supplemented from time to time, that is the authorizing document for all outstanding revenue Bonds issued to finance facilities at the Airport.

"Bonds" shall mean the bonds authorized by the Bond Resolution and issued by the County and all Additional Bonds and other obligations issued as permitted by the Bond Resolution, including Existing Bonds, General Airport Revenue Bonds, PFC-Backed Airport Revenue Bonds and General Obligation Bonds, but does not include Special Facility Revenue Bonds.

"Calendar Year" shall mean the then-current annual accounting period of the County for its general accounting purposes, which is the period of twelve consecutive calendar months ending with the last day of December of any year.

"Capital Improvement" shall mean any improvement or equipment having a useful life of greater than one year and a total cost of at least $200,000, which is amortized or depreciated over its estimated useful life.

"Capital Improvement Reserve Fund" or *"CIRF"* shall mean that fund with such name established in the Bond Resolution and as further described in the AUA.

"Commencement Date" shall mean 12:01 A.M. on January 1, 2024 if the 2024 AULA is executed by an Airline within ninety (90) days of January 1, 2024, otherwise the Commencement Date shall be the date on which the 2024 AULA is signed.

"Common Use" shall mean the nonexclusive use in common by an Airline and other duly authorized tenants of Airport facilities and appurtenances together with all improvements, equipment, and services which have been or may hereafter be provided for such Common Use.

"Common Use Premises" means the areas leased by the County to an Airline for use by the Airline in common with all other air transportation companies, including without limitation, the tug tunnel and its associated circulation space, the inbound baggage carousels, the inbound baggage system and a small amount of general storage space whether or not signatory to the AULA, as shown in the AULA.

"Cost Centers" means the areas (and functional activities associated with such areas) used in accounting for the amortization, the depreciation, the debt service and the Operation and Maintenance Expenses of the Airport for the purposes of calculating rents, fees, and charges, as shown in the AULA and as may hereafter be modified or expanded, and as more particularly described below:

(A) *"Airfield Cost Center"* means areas of the Airport used for the landing, taking-off, taxiing and movement of aircraft, including runways, taxiways, navigational aids, hazard designation and warning devices, the cargo airline aprons, aircraft deicing areas, airfield security roads and fencing, blast fencing, lighting, clear zones and safety areas, aviation easements, including land utilized in connection therewith or acquired for such future purpose or to mitigate aircraft noise, and associated equipment and facilities, the acquisition, construction or installation cost of which is wholly or partially paid by the County. The net requirement of Timmerman Airport will be included in the Airfield Cost Center.

(B) *"Former 440th Military Base"* means the land and improvements conveyed to the County that formerly housed the USAF 440th Airlift Wing. The revenues, expenses and debt service and other fund requirements of the Former 440th Military Base shall be calculated to determine its net income or loss. The entire net income or loss shall be allocated to the Airfield Cost Center.

(C) *"Aircraft Parking Apron Cost Center"* shall mean that portion of the Ramp Area immediately adjacent to the Airport Terminal Building that is used for the parking of aircraft and support vehicles and the loading and unloading of passengers and cargo.

(D) *"Passenger Loading Bridges Cost Center"* means the passenger loading bridges and appurtenant equipment acquired by the County in accordance with the AULA, and available for use at any of the Gates in the Airport Terminal Building.

(E) *"Terminal Cost Center"* means the area comprising the passenger terminal complex including all supporting and connecting structures and facilities and all related appurtenances to said building and concourses, excluding County-owned loading bridges. The Terminal Cost Center includes the revenues and expenses of the International Arrivals Building (IAB). The Terminal Cost Center also includes Airport Concession Revenues, of which ninety percent (90%) of those revenues listed in the AULA and described in subsection (B) under the caption "TERMINAL BUILDING RENTS" is credited to the Terminal Cost Center and ten percent (10%) is credited to the Airport Development Fund Account.

(F) *"Other Cost Centers"* - the County reserves the right under the AULA to establish other subsidiary cost centers.

"Cost of Capital" shall mean five percent (5%) per annum.

"Debt Service Coverage Fund" shall mean the fund by that name established under the Bond Resolution which shall at all times equal 25% of the Debt Service Requirement.

"Debt Service Reserve Fund" shall mean the Reserve Account established within the Airport Revenue Bond Special Redemption Fund under the Bond Resolution which shall at all times equal 100% of the Debt Service Requirement.

"Debt Service Requirement" shall mean the total, as of any particular date of computation for any particular period or year, the (a) scheduled amounts required during such period or year for the payment of principal of and interest on all Bonds, during such period or Calendar Year and (b) other amounts required by the Bond Resolution.

"Director" shall mean the Airport Director or Acting Airport Director as from time-to-time appointed by the County and shall include such person or persons as may from time-to-time be

authorized in writing by the County Executive or by the Transportation and Public Works Director of the Milwaukee County Department of Transportation to act for such person with respect to any or all matters pertaining to the AULA.

"Enplaned Passengers" means all revenue and non-revenue originating, on-line transfer, and off-line transfer passengers boarded at the Airport.

"Exclusive Use Premises" shall mean those premises leased to an Airline for the Airline's sole use and occupancy subject to the rules, regulations, and provisions of any federal, state, county and municipal jurisdiction, as shown in the AULA.

"Existing Bonds" shall mean the General Obligation Bonds, PFC-Backed Airport Revenue Bonds and General Airport Revenue Bonds authorized and issued by the County before the Effective Date of the AULA in whole or in part for Airport System facilities and improvements, and remaining outstanding, are set forth in the AULA.

"Federal Aviation Administration," hereinafter referred to as FAA, shall mean that agency of the United States Government created and established under the Federal Aviation Act of 1958, or its successor, which is vested with the same or similar authority.

"Five Year CIP" means the Five Year Capital Improvement Program for calendar years 2016 to 2020, as described in the AULA.

"General Obligation Bonds" shall mean any General Obligation Bonds and/or bond anticipation notes authorized and issued by the County of Milwaukee for construction of or on the Airport.

"General Airport Revenue Bonds" or *"GARBs"* shall mean any bonds and/or bond anticipation notes secured by general airport revenues authorized and issued by the County of Milwaukee for construction of or on the Airport.

"Joint Use Premises" means the ticket counters, baggage makeup area and EDS area, which is leased by County for use by one or more airlines.

"Leased Premises" shall mean the Exclusive Use Premises, Preferential Use Premises, Joint Use Premises and Common Use Premises leased to an Airline by the County.

"Major Maintenance Project – Capitalized" shall mean any improvement or equipment having a useful life of greater than one year and a total cost of at least $50,000 but not more than $200,000, funded by the Capital Improvement Reserve Fund, which is amortized or depreciated over five years or those funded by the Airport Development Fund Account, the cost of which is not amortized or depreciated. No MII approval is required in order for the County to proceed with a Major Maintenance Project – Capitalized.

"Major Maintenance Project – Expensed" shall mean any improvement or equipment having a total cost of less than $50,000, which is expensed in one year.

"Majority-In-Interest" or *"MII"* means those Signatory Airlines (and Signatory Cargo Airlines only with respect to projects located in the Airfield Cost Center or the Former 440th Military Base) that: (i) represent no less than 51% in number of the Signatory Airlines (and Signatory Cargo Airlines, for applicable projects), and (ii) paid no less than 51% of the total rents, fees, and charges paid by all Signatory Airlines (and Signatory Cargo Airlines, for applicable projects) during the immediately preceding Fiscal Year. No airline shall be deemed to be a Signatory Airline or a Signatory Cargo Airline for purposes of this definition if such airline is under an Event of Default pursuant to, and has received notice in accordance with, the AULA.

"Maximum Gross Certificated Landing Weight" means the maximum weight, in one thousand (1,000) pound units, at which each aircraft operated by an Airline is authorized by the Federal Aviation Administration to land, as recited in the Airline's flight manual governing that aircraft.

"Net Financing Requirement" shall mean the amount of project cost remaining to be funded after deducting federal and state grant proceeds, PFC revenues, ADFA funds and any other equity funding not recoverable from airline rates and charges.

"Net Financing Requirement Cap" shall mean one hundred percent (100%) of the Net Financing Requirement of the Net Financing Requirement as shown in the New Five Year CIP in the 2024 AULA.

"Non-Signatory Airline" shall mean an airline which is not a party to the AULA.

"*New Five Year CIP*" means the Five Year Capital Improvement Program for calendar years 2024 to 2028 that is the subject of the 2024 AULA.

"Originating Passengers" means all originating revenue passengers boarded at the Airport.

"Operation and Maintenance Expenses" or *"O&M"* shall mean the reasonable, lawful and necessary current expenses of the County, as determined by the County, paid or accrued in administering, operating, maintaining and repairing the Airport System. Without limiting the generality of the foregoing, the term "Operation and Maintenance Expenses" shall include all costs directly related to the Airport System, including, but not limited to: (1) costs of collecting Revenues and of making any refunds therefrom lawfully due others; (2) engineering, auditing, legal and other overhead expenses directly related to its administration, operation, maintenance and repair; (3) costs of all or a portion of the salaries, wages and other compensation of officers and employees and payments to pension, retirement, health and hospitalization funds and other insurance, including self-insurance for the foregoing with respect to officers and employees of the County which are properly allocable to the Airport System; (4) costs of repairs, replacements, renewals and alterations not constituting a Capital Improvement or a Major Maintenance Project – Capitalized, occurring in the usual course of business of the Airport System; (5) taxes, assessments and other governmental charges, or payments in lieu thereof, imposed on the Airport System or any part thereof or on the operation thereof or on the income therefrom or on any privilege in connection with the ownership or operation of the Airport System or otherwise

imposed on the Airport System or the operation thereof or income therefrom; (6) costs of utility services with respect to the Airport System; (7) costs and expenses of general administrative overhead of the County allocable to the Airport System; (8) costs of equipment, materials and supplies used in the ordinary course of business not constituting a Capital Improvement or a Major Maintenance Project - Capitalized including ordinary and current rentals of equipment or other property allocable to the Airport System; (9) costs of fidelity bonds, or a properly allocable share of the premium of any blanket bond, pertaining to the Airport System or Revenues or any other moneys held under the Bond Resolution or required by the Bond Resolution to be held or deposited under the Bond Resolution; (10) costs of carrying out the provisions of the Bond Resolution, including trustee paying agents' fees and expenses; costs of insurance required by the Bond Resolution, or a properly allocable share of any premium of any blanket policy pertaining to the Airport System or Revenues, (11) costs of recording, mailing and publication; and (12) all other costs and expenses of administering, operating, maintaining and repairing the Airport system arising in the routine and normal course of business; *provided, however,* the term "Operation and Maintenance Expenses" shall not include: (a) costs of extensions, enlargements, betterments and improvements to the Airport System or reserves therefor; (b) reserves for operation, maintenance renewals and repairs occurring in the normal course of business; (c) payment (including redemption) of Bonds or other evidences of indebtedness or interest and premium thereof or reserves therefor; (d) allowances for depreciation and amounts for capital replacements or reserves therefor; and (e) operation and maintenance costs and expenses pertaining to any Special Facility.

"O&M Reserve Fund" shall mean that fund maintained by the County in an amount at all times equal to two months of Operation and Maintenance Expenses as required by the Bond Resolution.

"PFC" shall mean a passenger facility charge as established by 14 CFR Part 158.

"PFC-Backed Airport Revenue Bonds" shall mean any Bonds and/or any bond anticipation notes secured by general airport revenues and by Passenger Facility Charges authorized and issued by the County for construction of or on the Airport.

"Preferential Use Premises" are those premises shown in each AULA leased to an Airline for its use and occupancy on a basis that gives the Airline priority of use over all other users, subject to the provisions of the AULA and the rules, regulations, and provisions of any federal, state, county and municipal jurisdiction.

"Ramp Area" shall mean the aircraft parking and maneuvering areas in the vicinity of the Airport Terminal Building.

"Revenue Landing" shall mean an aircraft landing at the Airport in conjunction with a flight for which such Airline makes a charge or 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 the Airport, and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution.

"Revenues" shall mean all moneys received from any source by the Airport System or by the County with respect to the Airport System, including, without limitation, all rates, fees, charges, rents and other income derived from the ownership or operation of the Airport System, including investment earnings on the funds and accounts established in the Bond Resolution to the extent provided in the Bond Resolution. Revenues shall not include any passenger facility charges described substantially in the manner provided in Section 1113 of the Federal Aviation Act of 1958, as amended, or the rules and regulations promulgated thereby, or any other similar charges that may be imposed pursuant to federal law unless all or a portion of passenger facility charges are pledged as "Revenues" under the Bond Resolution. Unless and to the extent otherwise provided by supplemental Bond Resolution, "Revenues" do not include (a) the proceeds of Bonds or other borrowings by the County, (b) the proceeds of grants and gifts for limited purposes or the proceeds of the disposition of property financed by such grants and gifts, (c) condemnation proceeds or insurance proceeds except insurance proceeds received from rental or business interruption insurance, (d) all income and revenue collected and received with respect to properties and facilities which are not included in the definition of Airport System, or (e) payments from any Special Facility.

"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 the County.

"Scheduled Air Carrier" shall mean an air transportation company performing or desiring to perform, pursuant to published schedules, commercial air transportation services over specified routes to and from the Airport, and holding any necessary authority to provide such transportation from the appropriate federal or state agencies.

"Signatory Airline" shall mean a Scheduled Air Carrier which has executed the AULA with the County that includes the lease of Exclusive Use Premises and Preferential Use Premises directly from the County.

"Signatory Cargo Airline" shall mean a scheduled cargo carrier which has executed an agreement with the County or from the County's third party developer that includes the lease of cargo building space and preferential cargo ramp space directly from the County for a term comparable to the term of the AULA.

"Special Facility" shall mean any capital improvements or facilities, structures, equipment and other property, real or personal, at the Airport System, which is designated as a "Special Facility" under the Bond Resolution.

"Special Facility Bonds" shall mean any revenue bonds, notes, bond anticipation notes, commercial paper, certificates of participation in a lease agreement or other evidences of indebtedness for borrowed money issued by the County to finance a Special Facility, the principal of, premium, if any, and interest on which are payable from and secured by the Special Facility Revenues derived from such Special Facility, and not from or by Revenues.

"Surplus Fund" shall mean the fund by that name as established under the Bond Resolution.

"Timmerman Airport" shall mean the general aviation reliever airport owned by the County, as shown in the AULA.

"Total Landed Weight" means the sum of the Maximum Gross Certificated Landing Weight for all aircraft arrivals of each Airline over a stated period of time.

TERM

The term of the 2024 AULA shall begin on the Commencement Date and shall terminate at midnight on December 31, 2028, unless sooner terminated under the provisions the AULA.

LEASED PREMISES

The County leases to each Airline, subject to the provisions of the AULA, the Airline Premises set forth in the AULA. Each Airline accepts the Airline Premises in as is condition, with no warranties or representations, expressed or implied, oral or written, made by the County or any of its agents or representatives.

The County, acting by and through the Airport Director, and an Airline may, from time to time by mutual agreement, add to or delete space from Airline Premises, but it is the intent of the County not to delete a significant amount of leased airline space unless another tenant will immediately add substantially all of the space to its premises. Any such addition shall be subject to the rates and charges set forth in the AULA and described below.

The County, acting by and through the Airport Director, shall advise an Airline, in writing, if and when the Airline is found to be operating in space other than the Exclusive Use Premises or Preferential Use Premises and such space is not displayed in the AULA. The Airline shall upon receipt of Airport Director's written Notice promptly (*i.e.*, within seventy-two (72) hours) cease its use of any and all space not leased to the Airline. In the event the Airline does not immediately cease its use of space, the County shall immediately bill the Airline for the Airline's use of the additional space and, at its option, may require the Airline to vacate the space within 30 days or execute an amendment to its lease for such additional space.

All space added to Airline Premises, pursuant to the AULA, will become Airline Premises and will be subject to all the terms, conditions, and other provisions of the AULA and the Airline shall pay to the County all rentals, fees and charges applicable to such additional premises in accordance with the terms of the AULA.

Notwithstanding the above, each Airline executing an AULA recognizes and agrees that from time to time the County's Capital Improvement Program may include Terminal Improvements which may include additions to or major renovations of the Terminal facilities. In order to facilitate the planned capital improvements, each Airline agrees to cooperate with the Airport's plan for the relocation of Airlines, as required. Each Airline further agrees that the

County, at its option and upon one hundred and twenty (120) days written notice to the Airline, may recapture the premises leased to the Airline if said premises are required by the County to implement its capital improvement program. In such event, the County agrees to provide the Airline with comparable facilities, which shall be substituted for the Airline Premises in accordance with the AULA. The County further agrees to pay reasonable relocation expenses if and when the Airline is required to relocate.

PREFERENTIAL USE GATES

Gates are leased to an Airline on a preferential-use basis. The Airline shall have a priority in using its Preferential Use Gates as follows:

(A) The Airline's right to its Preferential Use Gates shall be subject to a Gate utilization requirement of three and one-half (3.5) flight departures per day for each Gate assigned to the Airline. For purposes of this Section, flight departures by Affiliates shall be counted towards the Airline's Gate utilization requirement.

(B) The Airline shall have the right to permit the occasional use of any of its Preferential Use Gates by other airlines to accommodate non-routine operational anomalies. Such use shall not be considered a sublease arrangement.

(C) If an Airline fails to meet the Gate utilization requirement set forth in the AULA as described above in subsection (A) as an average for any gate during the preceding twelve-month period, the Airline may be subject to losing its preferential right to one or more Gates. If an Airline is required by the County to relinquish any Gate(s) in accordance with the AULA as described below in subsection (D), such Gate(s) shall be deleted prospectively from the Airline's Airline Premises and the Airline's rent obligation with respect to such Gate(s) shall cease.

(D) If the County requires an Airline to relinquish one or more of its Preferential Use Gates due to a need for the gate(s) as determined by the Airport Director, the Airport Director and the Airline will confer to determine whether Gates should be relinquished, and if so, which Gates should be relinquished. If after 15 days of good faith negotiations no agreement is reached, the Airport Director shall select the Gate(s) to be relinquished. In making such selection, the Airport Director shall take into consideration the best interest of the traveling public and the operations of the Airport.

(E) If there is no Event of Default with respect to an Airline, the County shall pay all reasonable costs associated with the removal or relocation of Airline's equipment, fixtures, furniture, and signage from the relinquished Preferential Use Gate, and shall reimburse the Airline for the undepreciated value of the tenant's improvements that cannot be relocated pursuant to the provisions of this Section; *provided, however,* that in lieu of reimbursing the undepreciated value of the Airline's tenant improvements, the County may replace such tenant improvements with like improvements. If the Airline is under an Event of Default pursuant to, and has received Notice in accordance with, the AULA, the Airline shall remove or relocate its improvements at its sole cost and expense.

(F) If an Airline leases a preferential use gate but does not lease the operations areas below the gate, the Airline will be required to allow access across the Airline's Aircraft Parking Apron to others renting the operations areas below the gate.

RELOCATION OF LEASED PREMISES

In order to optimize use of Airport facilities, the County reserves the right to reassign any or all of an Airline's Airline Premises after Notice, followed by a consultation period of no less than 90 days. In making such determination, the Airport Director shall take into consideration the best interests of the traveling public and the operations of the Airport, and will be guided by all pertinent factors, including the Airline's historical and then-present space utilization, the known planned use for such premises, and the Airline's operational space adjacencies. If any such reassignment occurs, the Airline shall be assigned space reasonably comparable in size, quality, finish, and location. An Airline's costs shall not increase as a result of any relocation unless the Airline requests additional space and/or replacement space in a different Cost Center. An Airline's relocation of any of its Airline Premises resulting from such reassignment shall be at the County's sole expense. An Airline shall be reimbursed for its reasonable out-of-pocket expenses incurred as part of the relocation and for the undepreciated value of its tenant improvements that cannot be relocated; *provided, however,* that in lieu of reimbursing the undepreciated value of Airline's tenant improvements; the County may replace such tenant improvements with like improvements in the new space.

GENERAL COMMITMENT

Effective January 1, 2016, and each Calendar Year thereafter during the term of the AULA, rents, fees, and charges shall be calculated based on the principles and procedures set forth in the AULA. The methodology for the calculation of rents, fees, and charges is described in this section.

In addition, for and in consideration of County's ongoing costs and expense in constructing, developing, equipping, operating and maintaining the Airport System, each Airline, notwithstanding any provision contained in the AULA, agrees to pay County rates, fees and charges as will enable the County, after taking into account revenues derived from other users of the Airport System, to pay the principal of and interest on all Outstanding Bonds now or hereafter issued, to meet any debt service coverage requirements related to such Outstanding Bonds and to fund the funds and accounts established with respect to the Outstanding Bonds and, specifically, to make the required deposits in each Fiscal Year into the Operation and Maintenance Fund, the Special Redemption Fund, the General Obligation Bond Fund, the Operation and Maintenance Reserve Fund, the Coverage Fund, and the Capital Improvement Reserve Fund (all as defined and described in the Bond Resolution). Without limiting the generality of the foregoing, it is understood and agreed that in order to facilitate compliance with the terms of the Bond Resolution, the County may, under the AULA, impose and collect rates, rentals, fees and charges sufficient so that in each fiscal year its Net Revenues including Other Available Funds will be at least equal to 125% of Debt Service on all Bonds outstanding including, without duplication, any Credit Facility Obligations (as defined in the Bond Resolution).

During each Calendar Year the County shall allocate to each applicable Cost Center the debt service on outstanding Bonds as shown in the AULA. Also, during each Calendar Year the County shall allocate direct and indirect Operation and Maintenance Expenses to each applicable Cost Center using the methodology described in the AULA.

PAYMENTS BY AIRLINE

Terminal Building Rents and Passenger Loading Bridge Charges. Terminal Building rents for the use of the Leased Premises, including Passenger Loading Bridge Charges shall be due and payable on the first day of each month in advance without invoice from the County.

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

Other Fees. All other rents, fees, and charges required under the AULA shall be due and payable within 20 days of the date of the invoice.

Interest Charges and Late Charges on Overdue Payment.

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

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

TERMINAL BUILDING RENTS

Each Airline shall pay the County for the use of its Exclusive Use Premises and Preferential Use Premises a monthly rent equal to the applicable Terminal Rental Rates calculated in accordance with the AULA multiplied by the amount of space in the Airline's Exclusive Use Premises and Preferential Use Premises set forth in the AULA.

Each Airline shall pay the County for the use of Common Use Premises a monthly rent based on the Terminal Rental Rates calculated in accordance with the AULA as described in this section, as follows:

(i) Common Use space shall be multiplied by the appropriate annual square foot rate calculated in accordance with the AULA. Twenty percent (20%) of the total monthly amount calculated shall be divided equally among all Signatory Airlines using the Common Use Premises.

(ii) Eighty percent (80%) of the total monthly amount calculated for each category and area shall be prorated among all Signatory Airlines using the Common Use Premises based on the ratio of each such Signatory Airline's Originating Passengers (including their Affiliates) during the calendar month for which such charges are being determined, to the total of all Originating Passengers during said calendar month.

(iii) Non-Signatory Airlines shall pay a fee per Originating Passenger established by County based upon 125% of the estimated total annual cost of the Common Use Premises divided by the estimated total annual Originating Passengers. The estimated Non-Signatory Airline common use charges shall be deducted from the common use requirement for the Signatory Airlines.

Each Airline shall pay the County for the use of Joint Use Premises a monthly rent based on the Terminal Rental Rates calculated in accordance with the AULA, as follows: Airline's monthly share of rent for the Joint Use Premises shall be calculated by the ratio of the number of its ticket counter positions divided by the total number of ticket counter positions serving the Joint Use baggage make-up area.

The rental rates for the Airport Terminal Building shall be calculated as provided in the AULA.

(A) The total costs attributable to the Terminal Cost Center shall be calculated by adding together the following:

(i) direct and indirect Operation and Maintenance Expenses, any required deposits to the O&M Reserve Fund, and Major Maintenance Projects - Expensed allocable to the Terminal Cost Center;

(ii) total debt service charged for Major Maintenance Projects - Capitalized and Capital Improvements financed with Bonds and allocable to the Terminal Cost Center put into service on or before the end of the following Calendar Year;

(iii) depreciation on land improvements, buildings and structures allocable to the Terminal Cost Center;

(iv) amortization of Major Maintenance Projects - Capitalized and Capital Improvements financed with Capital Improvement Reserve Fund funds allocable to the Terminal Cost Center that have been or will be placed in service prior to the end of the following Calendar Year;

(v) any required deposits to the Debt Service Coverage Fund resulting from the issuance of Additional Bonds allocable to the Terminal Cost Center; and

(vi) any replenishment of the Debt Service Reserve Fund, and other reserve or restricted purpose funds allocable to the Terminal Cost Center, as may be required by the Bond Resolution.

(B) The net "Terminal Requirement" shall then be calculated by subtracting from the total costs of the Terminal Cost Center ninety percent (90%) of the income from a number of Airport Concession Revenue accounts including, but not limited to:

(i) Public Parking Fees

(ii) Car rental concession fees (not including Customer Facility Charges)

(iii) Gifts, Souvenirs & Novelty Fees

(iv) Restaurant Concession Fees

(v) Catering Fees

(vi) Displays Concessions Fees

(vii) Public Transportation Concession Fees

(viii) Golf Driving Range Concession Fees

(ix) Bank Commissions

(C) The net "Terminal Requirement" shall then be further calculated by subtracting one hundred percent (100%) of the income from all other terminal cost center revenue accounts not itemized above.

(D) The annual Airport Terminal Building Rental Rates shall then be calculated by dividing the net Terminal Requirement calculated in accordance with the AULA as described above in subsections (A), (B) and (C) by the sum of (a) the total number of square feet rented by the airlines that is Airline Public Space plus (b) seventy-five percent (75%) of the number of square feet rented by the airlines that is Airline Non-Public Space in the Airport Terminal Building. The rental rate for Airline Non-Public Space shall be seventy-five percent (75%) of the rental rate for Airline Public Space. The respective monthly Terminal Rental Rates shall be 1/12 of the annual Terminal Rental Rates.

(E) Notwithstanding the calculation methodology described above, the minimum terminal building rental rate for Airline Public Space established at the beginning of each year during the term of the AULA shall be ten dollars ($10.00) per square foot and for Airline Non-Public Space shall be seven dollars and fifty cents ($7.50) per square foot. Notwithstanding these minimum billing rates, the year-end adjustment and settlement process described below under the caption "ANNUAL READJUSTMENT OF RENTAL FEES AND CHARGES" shall apply to the Terminal Cost Center.

PASSENGER LOADING BRIDGE CHARGES

Each Airline shall pay the County a monthly use fee equal to the applicable fee calculated in accordance with the AULA multiplied by the number of County-owned passenger loading bridges in use by the Airline.

The Passenger Loading Bridge Charge, shall be computed as provided in the AULA and is described as follows:

(A) The total cost of the Passenger Loading Bridges Cost Center shall be calculated by adding together the following:

(i) direct and indirect Operation and Maintenance Expenses, any required deposits to the O&M Reserve Fund, and Major Maintenance Projects - Expensed, if any, allocable to the Passenger Loading Bridges Cost Center;

(ii) amortization of Major Maintenance Projects - Capitalized and Capital Improvements allocable to the Passenger Loading Bridges Cost Center and financed with Airport Capital Improvement Fund funds that have been or will be placed in service prior to the end of the following Calendar Year;

(iii) total debt service charged for Major Maintenance Projects - Capitalized and Capital Improvements allocable to the Loading Bridges and financed with bond proceeds that have been or will be placed into service on or before the end of the following Calendar Year; and

(iv) any replenishment of the Debt Service Reserve Account, and other reserve or restricted purpose funds allocable to Loading Bridge, as may be required by the Bond Resolution.

(B) The annual Passenger Loading Bridge Charge applicable to each County-owned passenger loading bridge shall be calculated by dividing the total cost and charges allocable to the Passenger Loading Bridges Cost Center in accordance with the AULA as described above in subsection (A) by the total number of County-owned passenger loading bridges then assigned for airline use or located at rented County-Controlled gates. The monthly Passenger Loading Bridge Charge shall be 1/12 of the annual Passenger Loading Bridge Charge as calculated above.

LANDING FEE RATES

Each Airline shall pay to the County landing fee charges for Revenue Landings for the preceding month at the rate and in the amount calculated in accordance with the AULA.

The landing fee rate for the use of the Airfield shall be calculated as provided in the AULA and is described as follows:

(A) The total costs of the Airfield Cost Center shall be calculated by adding together the following:

(i) direct and indirect Operation and Maintenance Expenses, any required deposits to the O&M Reserve Fund, and Major Maintenance Projects - Expensed allocable to the Airfield Cost Center;

(ii) total debt service charged for Major Maintenance Projects - Capitalized and Capital Improvements financed with bonds and allocable to the Airfield Cost Center and put into service on or before the end of the following Calendar Year;

(iii) depreciation on land improvements, buildings and structures allocable to the Airfield Cost Center;

(iv) Amortization of Major Maintenance Projects - Capitalized and Capital improvements financed with Airport Capital Improvement Fund funds allocable to the Airfield Cost Center that has been or will be placed in service prior to the end of the following Calendar Year;

(v) any required deposits to the Debt Service Coverage Fund resulting from the issuance of Additional Bonds allocable to the Airfield Cost Center;

(vi) any replenishment of the Debt Service Reserve Fund and other reserve or restricted purpose funds allocable to the Airfield Cost Center, as may be required by the Bond Resolution; and

(vii) any net loss incurred at Timmerman Airport.

(B) The "Airfield Requirement" shall then be calculated by subtracting the following revenue items from the total costs of the Airfield Cost Center:

(i) general aviation revenues including FBO income, rentals of hangars, T-hangars and buildings and land in the Airfield Cost Center, fuel and oil charges, and utility resale and reimbursements;

(ii) air cargo building rentals;

(iii) signatory cargo airline apron fees;

(iv) Non-Signatory Airline landing fees and military use fees, if any;

(v) other non-airline revenues including other rental income, catering fees, interest charges and other miscellaneous revenues;

(vi) the net income of the Former 440th Military Base; and

(vii) any net income incurred at Timmerman Airport.

(C) The Signatory Airline landing fee rate shall be calculated by dividing the Airfield Requirement by the projected aggregate Landed Weight of all Signatory Airlines and cargo airlines for the particular Calendar Year.

APRON USE CHARGE

Each Airline shall pay the County for the use of its Apron area a monthly rent equal to the Rate calculated in accordance with the AULA multiplied by the Airline's total amount of linear feet of apron area in accordance with the AULA.

The rate for the use of the Aircraft Parking Apron shall be calculated as provided in the AULA.

(A) The total costs of the Aircraft Parking Apron Cost Center shall be calculated by adding together the following:

(i) direct and indirect Operation and Maintenance Expenses, any required deposits to the O&M Reserve Fund, and Major Maintenance Projects - Expensed allocable to the Aircraft Parking Apron Cost Center;

(ii) total debt service charged for Major Maintenance Projects - Capitalized and Capital Improvements financed with Bonds and allocable to the Aircraft Parking Apron Cost Center and put into service on or before the end of the following Calendar Year;

(iii) depreciation on land improvements, buildings and structures allocable to the Aircraft Parking Apron Cost Center;

(iv) amortization of Major Maintenance Projects - Capitalized and Capital Improvements financed with Capital Improvement Reserve Fund funds allocable to the Aircraft Parking Apron Cost Center that has been or will be placed in service prior to the end of the following Calendar Year;

(v) any required deposits to the Debt Service Coverage Fund resulting from the issuance of Additional Bonds allocable to the Aircraft Parking Apron Cost Center; and

(vi) any replenishment of the Debt Service Reserve Fund, and other reserve or restricted purpose funds allocable to the Aircraft Parking Apron Cost Center, as may be required by the Bond Resolution.

(B) The net "Apron Requirement" shall be calculated by subtracting the following revenues items from the total Aircraft Parking Apron Cost Center:

(i) Apron parking fees

(ii) Hydrant fueling fees

(C) The Aircraft Parking Apron Rate shall be calculated by dividing the net Apron Requirement of the Aircraft Parking Apron Cost Center by the total leased linear feet of Aircraft Parking Apron as measured twenty (20) feet from the face of the adjoining terminal building or as otherwise agreed upon by an Airline and the County. Each Airline's charge for use of the Aircraft Parking Apron shall be based upon its leased number of linear feet of Aircraft Parking Apron. The monthly Aircraft Parking Apron Fee shall be 1/12 of the annual Aircraft Parking Apron Fee as calculated above.

O&M CHARGES FOR JOINT USE FACILITIES

It is further understood and agreed by and between the parties that in addition to the rentals, fees, and charges described herein, each Airline, together with other Signatory Airlines occupying the Joint Use baggage makeup areas and leased ticket counter areas including all conveyor systems and walkways, will pay actual operating and maintenance costs for the Outbound Baggage Handling System (OBHS) owned and installed by the County in the shared baggage make-up area. Said operating and maintenance costs shall include labor and related overhead charges as are necessary to provide maintenance on the units.

FEES AND CHARGES FOR PARKING OF AIRCRAFT AND USE OF OTHER FACILITIES OF COUNTY

The County may, at the County's option, designate alternate parking areas for an Airline's aircraft other than the Aircraft Parking Apron described above under the caption "APRON USE CHARGE." For the parking of aircraft on such parking areas, an Airline shall pay to the County such amounts as shall be set forth in a fee schedule to be established by the County by ordinance and as same may be amended from time to time. In addition to the rentals, fees, and charges, the Airline will, for the use of other facilities of the County, including the International Arrivals Building, pay such fees or charge as the County shall set forth in the ordinance.

INTERNATIONAL ARRIVALS BUILDING FACILITIES CHARGES

An Airline shall pay charges for use of the International Arrivals Building Facilities at the rates and in the amounts established by the County.

COMMITMENT FOR AIRPORT REVENUES

The County covenants and agrees in the AULA that insofar as legally permitted to do so under federal and state law and the Bond Resolution, all revenues and receipts from rents, fees, charges, or income from any source received or accruing to the Airport System shall be used exclusively by the County for Airport System purposes as contemplated in the AULA.

RATE ADJUSTMENT

If, at any time during any Calendar Year, the County projects that the total costs attributable to the Airport Terminal Building, the total costs attributable to the Airfield Cost Center, or the aggregate Landed Weight for all Signatory Airlines, including Affiliates, will vary 10% or more from the estimates used in setting rents, fees, and charges in accordance with the provisions of the AULA, such rates may be adjusted based on the new estimates and in accordance with the principles and procedures set forth in the AULA. Such adjustments shall be made at the County's discretion and the resulting new rates shall be effective for the balance of such Calendar Year. The County shall notify an Airline of a meeting for the purpose of discussing any such rate adjustment, along with a written explanation of the basis for such rate adjustment, 45 days prior to the effective date of the new rates. Unless extraordinary circumstances warrant additional adjustments, the County shall limit any such rate adjustment to no more than once during each Calendar Year.

ANNUAL READJUSTMENT OF RENTALS FEES AND CHARGES

Following the completion of the County's accounting period 14-3 for each Calendar Year, but no later than 30 days thereafter, the County shall provide each Airline with an accounting of the total costs actually incurred, revenues and other credits actually realized (reconciled to the year-end closeout financial statements of the County), and actual Originating Passengers and total Landed Weight during such Calendar Year with respect to each of the components of the calculation of rents, fees, and charges, and the County shall recalculate the rents, fees, and charges, and provide to the Airline a settlement required for the Calendar Year based on those actual numbers. Following reasonable notification, the County shall convene a meeting with the Signatory Airlines and Signatory Cargo Airlines to discuss the calculation of the year-end settlement and shall give due consideration to the comments and suggestions made by the Signatory Airlines and Signatory Cargo Airlines before finalizing the settlement calculations.

If the Airline's Terminal Building Rents and Aircraft Parking Apron Fees paid during the Calendar Year combined are more than the required amount of Terminal Building Rents and Aircraft Parking Apron Fees as calculated during the year-end rate settlement process, such excess amount shall be transferred to the Operation and Maintenance Fund and will be refunded to the Airline by check written from the Operation and Maintenance Fund as an Operation and Maintenance Expense within 60 days following the completion of the year-end settlement calculation. Similarly, if the Airline's landing fees paid during the Calendar Year are more than the required amount of landing fees as calculated during the year-end rate settlement process, such excess amount shall be transferred to the Operation and Maintenance Fund and will be refunded to the Airline by check written from the Operation and Maintenance Fund as an Operation and Maintenance Expense within 60 days following the completion of the year-end settlement calculation. Each Signatory Airline and Signatory Cargo Airline shall receive a share of the excess amount in proportion to the total amount that they paid in landing fees during that Calendar Year. However, the year-end settlement rate process may be modified at any time in the event that the process is determined to be illegal or, in the opinion of the Airport Director or County bond counsel, that the year-end settlement will result in a higher rate of interest being paid by County on its Bonds.

If the Airline's (i) Terminal Building Rents and Aircraft Parking Apron Fees or (ii) landing fees paid during the Calendar Year are less than the required amount of (i) Terminal Building Rents and Aircraft Parking Apron Fees or (ii) landing fees as calculated during the year-end rate settlement process, such deficiencies will be billed to the Airline.

OTHER FEES AND CHARGES

Other charges payable by an Airline, in addition to those specified elsewhere in the AULA, shall be as follows:

(A) *Employee Parking Charges*. Should an Airline elect to furnish parking for its employees, such Airline shall pay to the County in advance by the first day of each December charges as are reasonably established by the County for the use of employee parking areas designated in the AULA. The County will refund to an Airline the prorated annual parking charge for parking spaces no longer used by Airline employees.

(B) *Miscellaneous*. Charges for miscellaneous items or activities not specified in the AULA (*e.g.* badges, extraordinary electrical usage, personal property storage, etc.) shall be assessed by the County as reasonably determined by the Airport Director and paid by the Airline.

An Airline shall pay all other charges which are assessed by the County for the use of other Airport facilities or for services that may be provided by the County to the Airline from time to time.

SECURITY INTERESTS

All PFCs collected by an Airline for the benefit of the County that are in the possession or control of the Airline are to be held in trust by the Airline on behalf and for the benefit of the County. To the extent that the Airline holds any property interest in such PFCs, and notwithstanding that the Airline may have commingled such PFCs with other funds, the Airline pledges to the County and grants the County a first priority security interest in such PFCs, and in any and all accounts into which such PFCs are deposited to the extent of the total amount of such PFCs (net of the airline compensation amounts allowable in accordance with 14 C.F.R. §158.53) held in such accounts.

As a guarantee by an Airline for the payment of all rents, fees, and charges, and all PFC remittances due to the County, each Airline pledges to the County and grants the County a security interest in all of its leasehold improvements and fixtures located on or used by Airline at the Airport.

AIRLINE AS GUARANTOR OF ITS AFFILIATES

Each Airline unconditionally guarantees all rents, landing fees and all PFC remittances of any of its Affiliates accrued during the period of such designation, to the extent that such Affiliate's operations at the Airport were performed for the benefit or in the name of the Airline. Upon receipt of Notice of default by any such Affiliate from the County due to nonpayment of such rents, landing fees or PFC remittances, such Airline shall pay all amounts owed to the County on demand in accordance with the payment provisions of the AULA.

MAINTENANCE AND OPERATION BY COUNTY

Each Airline will furnish janitorial service to its Exclusive Use Premises, Preferential Use Premises and its preferential Aircraft Parking Apron. Each Airline will maintain its Exclusive Use Premises, Preferential Use Premises and its preferential Aircraft Parking Apron in safe and proper working order as specified in the AULA.

Responsibility for maintenance, cleaning and operation of facilities shall be as set forth in the AULA.

The airlines may, subject to the approval of the Airport Director, establish a consortium which will be responsible for the maintenance and operation of facilities and equipment at the Airport. The Airport Director will also approve the standards to which the facilities and equipment will be maintained.

RULES AND REGULATIONS

The County shall have the right to and shall adopt and amend from time to time and enforce reasonable rules and regulations of general application, which each Airline agrees to observe and obey, with respect to each 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 Airline's aircraft.

DAMAGE, DESTRUCTION, ABATEMENT

If any part of the Airline Premises, or adjacent facilities directly and substantially affecting the use of the Airline Premises, shall be partially damaged by fire or other casualty, but said circumstances do not render Airline Premises unusable as reasonably determined by the County and the related Airline, the same shall be repaired to usable condition with due diligence by the County as provided in the AULA with no rental abatement whatsoever.

If any part of the Airline Premises, or adjacent facilities directly and substantially affecting the use of the Airline Premises, shall be so extensively damaged by fire or other casualty as to render any portion of said Airline Premises unusable but capable of being repaired, as reasonably determined by the County and the related Airline, the same shall be repaired to usable condition with due diligence by the County as provided in the AULA. In such case, the rent payable under the AULA with respect to the Airline's affected Airline Premises shall be paid up to the time of such damage and shall thereafter be abated equitably in proportion as the part of the area rendered unusable bears to total Airline Premises until such time as such affected Airline Premises shall be restored adequately for the Airline's use. The County shall use its best efforts to provide the Airline with suitable alternate facilities to continue its operation while repairs are being completed, at a rental rate not to exceed that provided in the AULA for the unusable space.

If any part of the Airline Premises, or adjacent facilities directly and substantially affecting the use of the Airline Premises, shall be damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Airline Premises incapable of being repaired as reasonably determined by the County and the related Airline, the County shall notify the Airline within a period of ninety (90) days after the date of such damage of its decision to reconstruct or replace said space, *provided* the County shall be under no obligation to replace or reconstruct such Airline Premises. The rentals payable under the AULA with respect to the affected Airline Premises shall be paid up to the time of such damage and thereafter shall cease until such time as replacement or reconstructed space shall be available for use by Airline.

In the event the County reconstructs or replaces the affected Airline Premises, the County shall use its best efforts to provide the related Airline with suitable alternate facilities to continue its operation while reconstruction or replacement is being completed, at a rental rate not to exceed that provided in the AULA for the damaged space; *provided, however,* if such damaged space shall not have been replaced or reconstructed, or the County is not diligently pursuing such replacement or reconstruction within ninety (90) days after the date of such damage or destruction, the Airline shall have the right, upon giving the County thirty (30) days advance written notice, to cancel that portion of the AULA relating to the affected Airline Premises, but the AULA shall remain in effect with respect to the remainder of said Airline Premises, unless the affected Airline Premises render use of the remaining Airline Premises impracticable, in which case the Airline may terminate the entire AULA upon thirty (30) days written notice.

In the event the County does not reconstruct or replace the affected Airline Premises, the County shall meet and consult with the Airline on ways and means to permanently provide the Airline with adequate replacement space for the affected Airline Premises; *provided however,* the Airline shall have the right, upon giving the County thirty (30) days advance written notice, to cancel that portion of the AULA relating to the affected Airline Premises, but the AULA shall remain in full force and effect with respect to the remainder of said Airline Premises, unless the affected Airline Premises render use of the remaining Airline Premises impracticable, in which case Airline may terminate the entire AULA upon thirty (30) days written notice.

Notwithstanding the provisions of the AULA, in the event that due to the negligence or willful act of an Airline or of its employees (acting within the course or scope of their employment) or agents, any Airline Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the restoration or replacement of said Airline Premises and the Airline shall have no option to cancel the AULA under the provisions of the AULA. To the extent that the cost of repairs shall exceed the amount of any insurance proceeds payable to the County by reason of such damage or destruction, the Airline shall pay the amount of such cost to the County.

The County shall maintain levels of insurance required under the Bond Resolution, *provided, however,* that the County's obligations to reconstruct or replace under the provisions of the AULA shall in any event be limited to restoring the affected Airline Premises to substantially the condition that existed prior to the improvements made by the Airline and shall further be limited to the extent of insurance proceeds available to the County for such reconstruction or replacement. The Airline agrees that if the County elects to reconstruct or replace as provided in the AULA, then the Airline shall proceed with reasonable diligence and at its sole cost and expense to reconstruct and replace its improvements, signs, fixtures, furnishings, equipment and other items provided or installed by the Airline in or about the Airline Premises in a manner and in a condition at least equal to that which existed prior to its damage or destruction.

FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

The County has developed a New Five Year (CY 2024-CY 2028) Capital Improvement Program (*"New Five Year CIP"*) for the Airport, which is attached to and is expected to be incorporated within the 2024 AULA. The total projected cost of the New Five Year CIP is $169,846,597 and the projected Net Financing Requirement is $47,138,631. The Net Financing Requirement Cap during the term of the AULA is established as one hundred percent (100%) of the projected Net Financing Requirement. The total cost of the New Five Year CIP may be revised without MII approval as long as the Net Financing Requirement Cap is not exceeded.

COORDINATION PROCESS

By May 15 of each year and upon request, an Airline shall provide the County with an estimate of the total maximum certificated gross landed weight of all aircraft expected to be landed at the Airport by the Airline and each of its Affiliates during the following Calendar Year. If the Airline has not provided the County with the estimate of total landed weight for the following calendar year by June 1, the County shall provide its own estimate of landed weight by using the total landed weight for the Airline and its Affiliates from the previous Calendar Year and the current year.

By August 1 of each year, the County shall present to the AAAC the Airport's Operation and Maintenance and Capital Improvement budgets and the County's preliminary calculation of rent, fees, and charges for the following Calendar Year.

On or about August 1 of each year, the County shall convene a meeting with the AAAC to review and discuss the County's preliminary calculation of rents, fees, and charges for the following Calendar Year. The County shall give due consideration to the comments and suggestions made by the AAAC representatives pertaining to the Operation and Maintenance and Capital Improvement budgets and the preliminary rents, fees and charges. The County shall prepare a final calculation of rents, fees, and charges for the following Calendar Year, and will make its best efforts to provide a copy to each Airline no later than the last business day of the month preceding the start of the new Calendar Year. Notwithstanding anything else to the contrary, the County's final calculation of rents, fees, and charges shall take effect on the first day of each Calendar Year.

ADDITIONAL APPROVED CAPITAL IMPROVEMENTS

(A) Each Airline recognizes that, from time to time, the County may consider it necessary, prudent, or desirable to undertake Capital Improvements other than those identified in the Five Year CIP (*"Additional Approved Capital Improvements"*).

(B) Contemporaneously with the coordination process set forth in the AULA and described above under the caption "COORDINATION PROCESS," and otherwise at any time during each Calendar Year as needed, the County shall review and discuss all such proposed Additional Approved Capital Improvements with the AAAC. Following such meeting, the relevant Additional Approved Capital Improvements shall be deemed approved.

(C) Notwithstanding the provisions of the AULA as described above in the final paragraph under the caption "FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM" and below under the caption "CAPITAL IMPROVEMENT REVIEW AND APPROVAL PROCESS," the County may undertake Additional Approved Capital Improvements, and recover the Net Requirement attributable to each such Additional Approved Capital Improvement through rents, fees, and charges, if such Additional Approved Capital Improvement is undertaken under certain circumstances described in the AULA without Airline approval.

(D) The County may also proceed with any additional Capital Improvement that does not impact Airline's rates and charges through depreciation or amortization charges.

CAPITAL IMPROVEMENT REVIEW AND APPROVAL PROCESS

If the County plans to initiate a Capital Improvement project that will result in a revised Five Year CIP for which the Net Financing Requirement will exceed the Net Financing Requirement Cap, then the County and the AAAC will follow the following process:

> (A) The Airport Director shall submit a report on the proposed Capital Improvement(s) to the AAAC including for each project an estimate of its construction and operating costs, description of the work proposed, its benefits and funding sources. Subsequent to receipt of said report, the following procedural steps are established:
>
> (B) MII of the Signatory Airlines (including Signatory Cargo Airlines, for projects located in the Airfield Cost Center or the Former 440th Military Base) will either approve, disapprove, or make no comment within thirty (30) days of receipt of the information.

(C) The AAAC may request a meeting with the Airport Director for the purpose of commenting on any proposed Capital Improvement.

(D) Each Capital Improvement referred to in the report shall be deemed approved unless written disapproval is received by the Airport Director within thirty (30) days of AAAC receipt of the report. The AAAC may, notwithstanding any prior written disapproval, rescind such action and approve in writing any Capital Improvement at any of the County's established procedural steps.

(E) The County may resubmit substantially the same Capital Improvement in the second Calendar Year for AAAC action and the aforesaid procedural steps shall again be followed.

(F) The County may proceed with any disapproved Capital Improvement at any time during the first two Calendar Year submissions, *provided, however,* that the cost of said Capital Improvement shall not at any time, directly or indirectly, become part of the calculation of residual rates, fees and charges assessed to the Signatory Airlines. However, if the County makes a Capital Improvement and an Airline subsequently decides to occupy and/or use the Capital Improvement, it shall pay such rentals, fees and charges as shall be set by the County.

(G) After the second calendar year budget submittal, should the County desire to proceed with a Capital Improvement, the aforesaid procedural steps shall again be followed.

(H) The County may proceed with any Capital Improvement during the third calendar year submission without AAAC approval and include its costs in the calculation of the airline rentals, fees and charges.

MAJOR MAINTENANCE PROJECTS — EXPENSED

For the purposes of calculating rents, fees, and charges in accordance with the AULA, the cost of Major Maintenance Projects - Expensed shall be allocated to the applicable Cost Center and expensed in the Calendar Year in which they occur. The County will make its best efforts to disclose all proposed Major Maintenance Projects - Expensed for each Calendar Year as part of the coordination process in accordance with the AULA. Each Airline recognizes, however, that certain unbudgeted Major Maintenance Projects - Expensed may be required to be undertaken during the course of any Calendar Year in order to properly operate, maintain, or repair the Airport facilities. The County reserves the right to undertake such Major Maintenance Projects - Expensed as it deems necessary; *provided, however,* that the County shall not subdivide Capital Improvements into smaller projects solely for the purpose of re-characterizing such Capital Improvements as Major Maintenance Projects - Expensed to avoid a Majority-In-Interest review in accordance with the AULA.

PASSENGER LOADING BRIDGE PROGRAM

Notwithstanding any provision in the AULA, the County may elect during the term of the AULA to: (i) replace any existing County-owned passenger loading bridges, and/or (ii) purchase passenger loading bridges to be installed at Gates lacking such equipment.

EXPENDITURES FOR PLANNING AND PRELIMINARY DESIGN

Each Airline recognizes in the AULA that, from time to time, the County may engage with outside professionals to provide planning and preliminary design services to define the scope and costs of proposed Capital Improvements. The County reserves the right to undertake such services, and the County reserves the right to include the Net Requirement of such services in the rents, fees, and charges upon completion of such Capital Improvements, or if and when such projects are ultimately cancelled. Net Requirement of planning and preliminary design for projects that proceed to construction shall be amortized over the useful life of the project. Net Requirement of planning and preliminary design of projects that are cancelled shall be amortized over five years. Contemporaneously with the coordination process set forth in the AULA, the County shall review and discuss with the Signatory Airlines any actions proposed to be taken in accordance with the AULA during the upcoming year.

ALTERATIONS AND IMPROVEMENTS BY AN AIRLINE

An Airline may construct and install, at the Airline's sole expense, such improvements in its Airline Premises as the Airline deems to be necessary for its operations under the terms and provisions set forth in the AULA. No reduction or abatement of rents, fees, and charges shall be allowed for any interference with the Airline's operations by such construction.

EVENTS OF DEFAULT AND REMEDIES

Each of the following shall constitute an "Event of Default by Airline":

(A) Any Airline fails to pay rentals, fees and charges when due, and such default continues for a period of fifteen (15) days after receipt by the Airline of written notice thereof.

(B) Any Airline fails after the receipt of written notice from the County to keep, perform or observe any term, covenant or condition of the AULA (other than as described above in subsection (A)) to be kept, performed or observed by the Airline, and such failure continues for thirty (30) days after such receipt or if by its nature such Event of Default cannot be cured within such thirty (30) day period, if the Airline shall not commence to cure or remove such Event of Default within said thirty (30) days and to cure or remove same as promptly as reasonably practicable.

(C) Any Airline shall become insolvent; shall take the benefit of any present or future insolvency statute; shall make a general assignment for the benefit of creditors; shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any state thereof; or shall consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.

(D) An Order for Relief shall be entered at the request of any Airline or any of its creditors under the federal bankruptcy or reorganization laws or under any law or statute of the United States or any state thereof.

(E) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against any Airline and shall not be dismissed within sixty (60) days after the filing thereof.

(F) By or pursuant to or under the authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, or agency, an officer, receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of any Airline and such possession or control shall continue in effect for a period of fifteen (15) days.

(G) Any Airline shall become a corporation in dissolution or voluntarily or involuntarily forfeit its corporate charter other than through merger with a successor corporation, as set forth in the AULA.

(H) The rights of any Airline under the AULA shall be transferred to, pass to, or devolve upon, by operations of law or otherwise, any other person, firm, corporation, or other entity, as a result of any bankruptcy, insolvency, trusteeship, liquidation, or other proceedings or occurrence described above in subsection (C) through (G), inclusive.

(I) Any Airline shall voluntarily discontinue its operations at the Airport for a period of thirty (30) days unless otherwise agreed to by the County and the Airline.

Upon the occurrence of an Event of Default by any Airline, such Airline shall remain liable to the County for all arrearages of rentals, fees and charges payable under the AULA and for all preceding breaches of any covenant contained in the AULA. The County, in addition to the right of termination and to any other rights or remedies it may have at law or in equity, shall have the right of reentry and may remove all Airline persons and property from the Airline Premises. Upon any such removal, the Airline property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, the Airline. Should the County elect to reenter, as provided in the AULA, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may, at any time subsequent to an Event of Default by the Airline, terminate the AULA relating to that Airline and relet such Airline Premises and any improvements thereon or any part thereof for such term or terms (which may be for a term extending beyond the term of the AULA) and at such rentals, fees and charges and upon such other terms and conditions as the County in its sole discretion may deem advisable, with the right to make alterations, repairs or improvements on said Airline Premises. No reentry or reletting of the Airline Premises by the County shall be construed as an election on the County's part to forfeit its rights under the AULA and shall not affect the obligations of the Airline for the unexpired term of the AULA. In reletting the Airline Premises, the County shall be obligated to make a good faith effort to obtain terms and conditions no less favorable to itself than those contained in the AULA and otherwise seek to mitigate any damages it may suffer as a result of the Airline's Event of Default.

Even if the County elects to terminate the AULA, the Airline shall remain liable for and promptly pay all rentals, fees and charges accruing under the AULA until expiration of the AULA subject to the provisions of the AULA.

In the event that the County relets, rentals, fees and charges received by the County from such reletting shall be applied: *first,* to the payment of any indebtedness other than rentals, fees and charges due under the AULA from the Airline to the County; *second,* to the payment of any cost of such reletting; *third,* to the payment of rentals, fees and charges due and unpaid under the AULA; and the remaining balance, if any, shall be held by the County and applied in payment of future rentals, fees and charges as the same may become due and payable under the AULA. Should that portion of such rentals, fees and charges received from such reletting which is applied to the payment of rentals, fees and charges under the AULA, be less than the rentals, fees and charges payable during applicable periods by the Airline under the AULA, then the Airline shall pay such deficiency to the County. The Airline shall also pay to the County, as soon as ascertained, any costs and expenses incurred by the County in such reletting not covered by the rentals, fees and charges received from such reletting.

Notwithstanding anything to the contrary in the AULA, if a dispute arises between the County and the Airline with respect to any obligation or alleged obligation of the Airline to pay money, the payment under protest by the Airline of the amount claimed by the County to be due shall not waive any of the Airline's rights, and if any court or other body having jurisdiction determines that all or any part of the protested payment was not due, then the County shall as promptly as reasonably practicable reimburse the Airline any amount determined as not due.

The Airline shall pay to the County all costs, fees, and expenses incurred by the County in the exercise of any remedy upon an Event of Default by the Airline.

To the extent that the County's right to terminate the AULA as a result of an event described in this section is determined to be unenforceable under the Federal Bankruptcy Code, as amended from time to time, or under any other statute, then the Airline and any trustee who may be appointed agree: (i) to perform promptly every obligation of the Airline under the AULA until the AULA is either assumed or rejected under the Federal Bankruptcy Code; (ii) to pay on a current basis all rentals, fees, and charges set forth in the AULA; (iii) to reject or assume the AULA within sixty (60) days of a filing of a petition under the Federal Bankruptcy Code; (iv) to cure or provide adequate assurance of a prompt cure of any default of the Airline under the AULA; and (v) to provide to the County such adequate assurance of future performance under the AULA as may be requested by the County, including a tender of a Performance Guarantee as set forth in the AULA.

Notwithstanding any other legal effect of or remedy for Airline's default or breach under the AULA, any acts of default or breach under the following agreements shall also constitute a default or breach under the AULA. Any agreement related to or involving the following operations and activities at the Airport, regardless of the other parties to such agreement:

(1) The operation and management of the airport/airline hydrant fuel system;

(2) The operation and management of any portion of the Airport Terminal Building by an Airline consortium; or

(3) Any other consortium approved by the Airport Director.

TERMINATION OF LEASE BY AIRLINE

Each of the following events shall constitute an "Event of Default by County":

(A) The County fails after receipt of written notice from an Airline to keep, perform or observe any term, covenant or condition in the AULA contained to be kept, performed, or observed by the County and such failure continues for thirty (30) days or if by its nature such Event of Default cannot be cured within such thirty (30) day period, if the County shall not commence to cure or remove such Event of Default within said thirty (30) days and to cure or remove the same as promptly as reasonably practical.

(B) The permanent closure of the Airport as an air carrier airport by act of any Federal, state or local government agency having competent jurisdiction.

(C) The assumption by the United States Government or any authorized agency of the same (by executive order or otherwise) of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict Airline from conducting its operations, if such restriction be continued for a period of ninety (90) days or more.

Upon the occurrence of an Event of Default by the County, an Airline shall have the right to suspend or terminate the AULA and all rentals, fees and charges payable by the Airline under the AULA shall abate during a period of suspension or shall terminate, as the case may be. In the event that the Airline's operations at the Airport should be restricted substantially by action of any governmental agency having jurisdiction thereof, then the Airline shall, in addition to the rights of termination granted in the AULA, have the right to a suspension of the AULA, or part thereof, and abatement of a just proportion of the payments to become due under the AULA, from the time of giving written notice of such election until such restrictions shall have been remedied and normal operations restored.

INDEMNITY AND INSURANCE BY AIRLINE

Each Airline covenants and agrees under the AULA to fully indemnify and hold harmless, the County and the elected officials, employees, directors, volunteers and representatives of the County, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions demands, causes of actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the County to the extent directly or indirectly arising out of resulting from or related to the Airline's activities in, on or about Airline Premises, or from any operation or activity of the Airline upon the Airport Premises, or in connection with its use of Airline Premises, including any acts or omissions of the Airline, any agent, officer, director, representative, employee, consultant or subcontractor of the Airline, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under the AULA, all without however, the County waiving any governmental immunity or other rights available to the County under Wisconsin Law and without waiving any defenses of the parties under Wisconsin law. The provisions of this indemnity are solely for the benefit of the parties to the AULA and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The Airline shall promptly advise the County in writing of any claim or demand against the County or the Airline known to the Airline related to or arising out of the Airline's activities under the AULA and shall see to the investigation and defense of such claim or demand at Airline's cost. The County shall have the right, at its option and at its own expense, to participate in such defense without relieving Airline of any of its obligations described in this paragraph.

Each Airline has agreed to obtain and maintain the following types of insurance under the AULA:

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.

- If the Airline has been approved as self-funded under Wisconsin Law and complies with the County of Milwaukee Self-Insurance requirements, the County may accept the Airline's certificate of self-funding or self-insurance.

AIRPORT DEVELOPMENT FUND ACCOUNT

The County shall establish an Airport Development Fund Account (the *"ADFA"*) during the term of the AULA, which shall be a special, segregated account maintained in the Surplus Fund, and shall be subject to the terms and provisions of the Bond Resolution. The annual contributions to the ADFA are to be equal to (a) ten percent (10%) of Airport Concession Revenues described in subsection (B) under the caption "TERMINAL BUILDING RENTS" and (b) income received from the investment of monies in the ADFA. Such Fund shall be used by the Airport Director, as appropriations permit, to finance (a) future Capital Improvements or Major Maintenance Projects – Capitalized or portions thereof at the Airport or at Timmerman Airport, or (b) for any other Airport System purpose permitted by, and subject to, the permitted uses of the Surplus Fund under the terms and provisions of the Bond Resolution. The monies on deposit in the ADFA, like other monies on deposit in the Surplus Fund, are subject to the terms and provisions of the Bond Resolution which may require use of such monies in the ADFA to fund deficiencies in the other funds and accounts established and held under the Bond Resolution. The County Accounting System will not include depreciation or amortization in airline rates, fees and charges for those portions of improvements paid for by monies from the Airport Development Fund Account, from federal or state grants or from Passenger Facility Charges specifically provided for that purpose or for the cost of those projects that are paid for by other parties.

The maximum amount that may be held in the Airport Development Fund Account from time to time is $20,000,000; *provided,* that if amounts on deposit in the ADFA are less than $20,000,000 at any time, deposits will continue to be made to the ADFA. If at the end of any Calendar Year the amount of cash in the Airport Development Fund Account exceeds $20,000,000, such excess amount shall be transferred to the Operation and Maintenance Fund and will be refunded by check written from the Operation and Maintenance Fund as an Operation and Maintenance Expense within 60 days following the completion of the year-end settlement calculation. Each Signatory Airline shall receive a share of the excess amount in proportion to the total amount that they paid in Terminal Building Rents during that calendar year.

Notwithstanding anything in the AULA to the contrary, during the term of the Amended AULA the County may transfer up to an additional $4,000,000 from the ADFA to the ADF Depreciation Account established pursuant to the AULA.

ADF DEPRECIATION ACCOUNT

The County shall establish an ADF Depreciation Account during the term of the AULA, which shall be a special, segregated account in the Surplus Fund, and shall be subject to the terms and provisions of the Bond Resolution. Such account shall be used by the Airport Director, as appropriations permit, to finance (a) future Capital Improvements or Major Maintenance Projects – Capitalized or portions thereof at the Airport or at Timmerman Airport, or (b) for any other Airport System purpose permitted by, and subject to, the permitted use of the Surplus Fund under the terms and provisions of the Bond Resolution. The monies on deposit in the ADF Depreciation Account, like other monies on deposit in the Surplus Fund, are subject to the terms and provisions of the Bond Resolution which may require use of such monies in the ADF Depreciation Account to fund deficiencies in the other funds and accounts established and held under the Bond Resolution. Notwithstanding anything in the AULA to the contrary, during the term of the Amended AULA the County may expend up to an additional $4,000,000 from the ADF Depreciation Account and include depreciation or amortization in airline rates, fees and charges resulting from these expenditures. The depreciation or amortization charges will be credited to the ADF Depreciation Account.

NON-SIGNATORY RATES

In recognition of the fact that an Airline and other airlines which are signatory to the AULA will be making a long-term commitment to pay rentals, fees, and charges for the use and occupancy of Airport, for the right to use and occupy same, the County recognizes the need, appropriateness, and equity of imposing on non-signatory airlines utilizing said Airport, by ordinance or other appropriate method, rentals, fees and charges for all such services and facilities used that are one hundred twenty-five (125) percent of the rentals, fees, and charges being imposed on Airline and other Signatory Airlines pursuant to the AULA. A Signatory Cargo Airline will be considered a Signatory Airline for the purpose of charging landing fees. The non-signatory rates will be adjusted concurrent with the adjustment of the rates of the Signatory Airlines. However, non-signatory rates may be discontinued at any time in the event that they are determined to be illegal or, in the opinion of the Airport Director or County bond counsel that the existence of non-signatory rates will result in a higher rate of interest being paid by County on Airport bonds.

APPENDIX G

BOOK-ENTRY ONLY SYSTEM

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BOOK-ENTRY-ONLY SYSTEM

The information contained in the following paragraphs of this subsection "Book-Entry-Only System" has been extracted from a document prepared by DTC entitled "SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE." The County makes no representation as to the completeness or the accuracy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

DTC, New York, New York, will act as securities depository for the Series 2024A Bonds. The Series 2024A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Series 2024A Bonds, in the aggregate principal amount of the Series 2024A Bonds, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2024A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2024A Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2024A Bonds, except in the event that use of the book-entry system for the Series 2024A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2024A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2024A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Beneficial Owners of Series 2024A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2024A Bonds, such as redemptions, tenders, defaults, and amendments to the Bond documents. For example, Beneficial Owners of Series 2024A Bonds may wish to ascertain that the nominee holding the Series 2024A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent/Registrar and request that copies of notices be provided directly to them.

Prepayment notices shall be sent to DTC. If less than all the Series 2024A Bonds within an issue are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be prepaid.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2024A Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2024A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Series 2024A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the County or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County or the Paying Agent/Registrar; disbursement of such payments to Direct Participants will be the responsibility of DTC; and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2024A Bonds at any time by giving reasonable notice to the County or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but neither the County nor the underwriters takes responsibility for the accuracy thereof.

MILWAUKEE COUNTY, WISCONSIN • AIRPORT REVENUE BONDS, SERIES 2026A (AMT) AND AIRPORT REVENUE REFUNDING BONDS, SERIES 2026B (AMT)

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