



City of Reedsburg
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Airport Commission Agenda
September 23, 2021
Reedsburg City Hall Council Chambers
7:30 AM

DUE TO THE RESTRICTIONS CAUSED BY THE COVID-19 PANDEMIC, SOME VOTING MEMBERS MAY BE PRESENT VIA TELECONFERENCE OR VIDEO CONFERENCE, AS PROVIDED BY THE RECOMMENDATIONS OF THE WISCONSIN DEPARTMENT OF JUSTICE. [HTTPS://WWW.DOJ.STATE.WI.US/NEWS-RELEASES/OFFICE-OPEN-GOVERNMENT-ADVISORY-CORONAVIRUS-DISEASE-2019-COVID-19-AND-OPEN-MEETINGS](https://www.doj.state.wi.us/news-releases/office-open-government-advisory-coronavirus-disease-2019-covid-19-and-open-meetings)

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY ATTEND THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THE COMMON COUNCIL HAS DECISION-MAKING AUTHORITY. IF A QUORUM OF THE COMMON COUNCIL ATTENDS THIS MEETING, NO ACTION WILL BE TAKEN BY THE COMMON COUNCIL AT THIS MEETING.

CALL TO ORDER

APPROVAL OF MINUTES

I. APPROVE MINUTES FOR THE MEETING HELD ON APRIL 22, 2021:

THE COMMITTEE WILL RECEIVE INFORMATION ON NON-AGENDA TOPICS BROUGHT BEFORE THE COMMITTEE BY MEMBERS OF THE PUBLIC. THE COMMITTEE WILL NOT DISCUSS THESE TOPICS, AND WILL NOT TAKE ACTION ON ANY OF THEM AT THIS MEETING

I. GENERAL BUSINESS:

- A. Consideration of lease agreement with Allan Checky for city-owned hangar.
- B. Update on current projects related to Airport.

II. ADJOURN:



The City of Reedsburg does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings and programs are available by calling (608) 524-6404. To be able to meet the needs of a request for a different format contact the City Clerk-Treasurer at 134 S. Locust Street, Reedsburg, WI at least 48 hours prior to the commencement of the meeting so that any necessary arrangements can be made to accommodate each request.

Reedsburg WI.
April 22, 2021

The Reedsburg Airport Commission convened in session on April 22, 2021 at 7:30 am with the following members present: Mike Gargano, Jason Schulte, Charlie Brumer and Aaron Matteson

Also Present: Steven Zibell, Tom Parker and Jeremy from MSA

Motion by Aaron second by Charlie to approve the minutes from the January 28, 2021 meeting.

Motion Carried

Parker gave an update on the Fly-In Breakfast and stated everything was a go. Parker asked if the Commission was able to help offset some of the insurance cost for \$500.00 as in years past. Motion by Charlie seconded by Aaron to approve \$500.00 to the Fly-In Breakfast.

Motion Carried

Jeremy from MSA gave an update on the VFW project and possibly completing this by end of summer. Jeremy mentioned the land value came in around \$13,000.

No Action

Jeremy from MSA explained two options for the possible future taxiway along runway 725. One option is just to remove it from the ALP and it would never be built. The other option is to show it on the ALP in a different location closer to the 725 runway. This option would allow the Airport to build this if necessary in the future without any issue with the South Viking Drive extension. By doing this option, it does not commit the Commission into building this taxiway but if the need arises someday, it can be built. The Commission discussed this at great lengths and decided to go with the second option of showing the taxiway on the ALP closer to the 725 runway along with the Viking Drive extension. Motion by Brummer seconded by Matteson to go with showing a taxiway closer to runway 725 along with the Viking Drive Extension and submitting a formal letter to the Wisconsin Bureau of Aeronautics stating the Commissions intentions.

Motion Carried

Moved by Schulte second by Brummer to adjourn at 8:30 am.

Motion Carried.

Respectively Submitted,

Steven T. Zibell, Public Works Director/City Engineer

LEASE AGREEMENT
City Owned Hangar #39

This agreement, made and entered into on the date set forth below, by and between the City of Reedsburg, Sauk County, Wisconsin, a municipal corporation, existing by and under the authority of the laws of the State of Wisconsin, ("City of Reedsburg"), and Allan Checky, with its principal home address of S8249 Inspiration Drive Merrimac Wisconsin, 53561, ("Checky")

WITNESSETH:

WHEREAS, the City desires to lease City owned airport hangar #39 at said Airport;

WHEREAS, Checky, desires to lease this property from the City;

NOW, THEREFORE, It is hereby agreed based on the foregoing premises and the covenants hereinafter contained as follows:

1. Description of Property. The City agrees to lease to Checky, the following described property located at the Reedsburg Municipal Airport.
 - A. The southernmost City owned Hangar #39 along the east side of said airport.
 - B. Checky is aware of City employees entering building from time to time to access Christmas decorations along the south wall of said Hangar.
3. Terms of Agreement. The term of this agreement shall commence September 15, 2021, and run until September 30, 2022 with Checky, having the option, as provided in Paragraph 4 below, to extend this agreement for an additional year term, beginning October 1, 2022, and ending September 30, 2023.
4. Option to Renew. At the expiration of the initial term of this agreement, if this agreement shall then be in full force and effect, and Checky, all have fully performed all of its terms and conditions hereunder, Checky, shall have the option to extend this agreement, upon the same terms and conditions for an additional year period, beginning October 1, 2022 and ending September 30, 2023. This option shall exercised by Checky, giving written notice thereof to the City not less than sixty (60) days and not more than one hundred eighty (180) days, prior to the expiration of the initial term of this agreement.
5. Use of the Property.
 - A. Checky shall have the exclusive use of the property leased by it. Except the City shall keep the use of shelving along the south wall for use of Holiday decorations.
 - B. Checky, have the right in common with others so authorized to use common areas of the airport, including runways, taxi-ways, aprons, roadways,

- floodlights, landing lights, signals, and other conveniences for the take-off, flying and landing of aircraft.
- C. Checky shall have the right in common with others, to use all other airport parking areas, appurtenances, and improvements thereon.
 - D. Checky, shall have the right, at Checky, expense, to install, operate, maintain, repair, and store on the airport property, subject to approval of the City in the interest of safety and convenience of all concerned, all equipment necessary for the conduct of Checky, business.
6. Aircraft Serviced by Owner or Operator of Aircraft. It is clearly understood by Checky, that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing of and servicing of its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform.
7. Consideration.
- A. On or before the 5th day of each month, Checky shall pay to the City rent for the on airport hangar in the amount of \$700.00. The City may adjust this amount upon a lease transfer, change in lease terms or every five years.
8. Insurance.
- A. Fire and Extended Coverage. The City shall maintain fire and extended coverage insurance on the property leased to Checky. Checky shall maintain fire and extended coverage on its property located on the leased property and on the airport generally.
 - B. Liability Insurance.
 - i. Checky shall take out and maintain at its sole cost and expense a policy of comprehensive liability insurance insuring against property damage or bodily injury growing out of the use of occurring on or about the leased property with liability limits of \$1,000,000 including Personal Injury.
 - ii. Said policy shall name the City as a co-insured.
 - iii. Said policy shall be issued by an insurance company licensed to do business in Wisconsin and shall be approved as to legal form by the City's legal counsel.
 - iv. Said policy shall contain a provision that the same shall not be cancelled before the expiration of its term except upon 30 days written notice to the City.
 - v. A copy of said insurance policy shall be filed with the Chairperson of the Airport Commission within 15 days of the date of this agreement.
 - C. Cancellation. The cancellation or other termination of any insurance policy issued in compliance with this section shall be grounds for termination of this agreement unless another policy has been obtained and is in effect at the time of such cancellation or termination.

9. Indemnity. Checky, hereby agrees to indemnify the City and to hold the City harmless for any and all claims or demands, not covered by insurance, for loss or damage to property or for injury or death to any person from any cause whatsoever while in or upon said leased property or the sidewalks adjacent thereto during the term of this agreement or any extension hereof.
10. Taxes. The City shall be responsible for and shall pay all property taxes and special assessments levied against the property owned by the City of Reedsburg. Checky shall be responsible for and shall pay all taxes assessed or levied upon the property owned by Checky, located on airport property.
11. Utilities. The City shall pay for all public utilities rendered or furnished to the leased property (electric). Checky shall pay all charges for telephone service and hangar related utilities (gas & internet).
12. Laws, Rules, and Regulations. Checky agrees to observe and obey all laws, ordinance, rules, and regulations promulgated and enforced by the City or by other proper authority having jurisdiction over the conduct of the operations of the airport.
15. Fair and Non-discriminatory Services. Checky, in the conduct of authorized aeronautical business activities on the leased property, shall furnish good, prompt, and efficient service adequate to meet the demand for its service on a fair, equal, and non-discriminatory basis to all users thereof and shall charge fair, reasonable, and non-discriminatory prices for each unit of sale or service; provide, however, that Checky, shall be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume users.
16. Title VI Civil Right Assurances. Checky, as a part of the considerations hereof, does hereby covenant and agree as a covenant running with the land that; (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishings of such service thereon, no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefit of, or otherwise subject to discrimination; (3) that Checky, shall use the leased property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Page 221, Non-discrimination in Federally-assisted programs for the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
17. Right of Inspection. The City reserves the right to enter upon the property during the normal business hours for the purpose of making any inspection it may deem necessary to proper enforcement of any covenant or condition of this agreement.

18. No Signs. No signs may be erected on the leased property or on the airport property generally without the prior written consent of the City.
19. Additional Covenants.
- A. Checky shall maintain all equipment and supplies in compliance with FAA regulation.
 - B. Checky shall remit all payments within thirty (30) days of the first notice.
 - C. Checky shall give priority to and make available all airport resources in a community emergency.
20. Independent Contractor Status. It is mutually agreed and understood by and between the parties hereto that Checky, is providing services at the airport as an independent contractor and not as an employee of the City of Reedsburg.
21. Assignment of Lease. Checky, May not at any time during the term of this lease, assign, hypothecate, or otherwise transfer this agreement or any interest therein, without the written consent of the City.
22. Development of the Reedsburg Municipal Airport. The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of Checky, and without interference of hindrance there from. If the physical development of the airport requires the relocation of Checky, the City agrees to provide comparable location and agrees to relocate all buildings or provide similar facilities to Checky, at no cost to Checky.
23. Default. If Checky, shall violate any of the terms covenants, conditions, and restrictions in this agreement, and, after written notice to cease such violation, shall fail to correct such violation within thirty (30) days, the City may at once, if it so elects, terminate this agreement and take possession of the property.
24. Benefit. This agreement shall bind and inure to the benefit of the parties hereto, their legal representative, successors, and assigns as may be allowed here under.

IN WITNESS WHEREOF, the parties have entered into this agreement as of this _____.

CITY OF REEDSBURG
AIRPORT COMMISSION

CHECKY

By: _____
Mike Gargano, Chairman

By: _____
Allan Checky

And: _____
David G. Estes, Mayor