

**Airport Commission Agenda  
September 22, 2022  
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 MAY 27, 2022:**

**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 extending Reedsburg Aviation's Lease and Operations Agreement
- B. Consideration of extending Reedsburg Aviation's Airport Management Contract
- C. Consideration of Butterfest Demo and Tractor Pull use of southeast corner of 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.  
May 27, 2022

The Reedsburg Airport Commission convened in session on May 27, 2022 at 7:30 am with the following members present: Jason Schulte, John Chamberlin, Charles Brumer and Aaron Matteson

Also Present: Steven Zibell, Tom Parker and Allan Checky

Motion by Brumer second by Chamberlin to approve the minutes from the September 23, 2021 meeting.

Motion Carried

Zibell stated the FAA has reviewed the application for the proposed South Viking Drive and they have decided a Master Plan along with a new ALP should be done. Zibell discussed this with the WBOA and MSA and the WBOA will advertise this month to get a consultant on board to start the process. The WBOA stated it would take at least until the end of this year to complete and there would be no cost to the City. Motion by Chamberlin seconded by Matteson to proceed with a Master Plan and ALP.

Motion Carried

Zibell stated when he meet with the WBOA he brought up snow removal equipment for 2023. The WBOA stated equipment can be purchased in 2023. The City share would be 5%. Zibell stated he would place equipment in the Capital Equipment Fund for 2023. Motion by Chamberlin seconded by Matteson to place snow removal equipment in the 2023 Capital Equipment Fund.

Parker gave an update on the Fly-in Breakfast. Motion by Matteson and seconded by Brumer to give \$1000 from the Airport fund to the Fly-In Breakfast.

Motion Carried

Moved by Chamberlin second by Matteson to adjourn at 8:00 am.

Motion Carried.

Respectively Submitted,

Steven T. Zibell, Public Works Director/City Engineer

FBO

## LEASE AND OPERATIONS AGREEMENT

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 Reedsburg Aviation, a Wisconsin corporation, with its principal place of business at Reedsburg, Wisconsin, ("Reedsburg Aviation")

WITNESSETH:

WHEREAS, the City desires to lease the airport terminal, hanger, and certain other facilities to Reedsburg Aviation, as a fixed base operator who will provide certain services at said airport;

WHEREAS, Reedsburg Aviation, desires to lease this property from the City and provide these certain services at said airport;

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 Reedsburg Aviation, and Reedsburg Aviation, agrees to lease from the City and the following described property located at the Reedsburg Municipal Airport.
  - A. The airport terminal which includes an office, main lobby, lounge, meeting room, and restrooms.
  - B. The blue heated hanger west of the airport terminal. Due to possible improvements to the airport this hangar may be moved or eliminated and not replaced depending on the City of Reedsburg Airport Commission action.
  - C. All aircraft tie-downs located north of the fuel farm.
  - D. Eight parking places near the airport terminal to be used for the parking of rental automobiles and by the employees and customers of Reedsburg Aviation.
2. Services to be Provided. Reedsburg Aviation, agrees to provide the following fixed based operator services at the Reedsburg Municipal Airport:
  - A. Provide aircraft line handling services during all hours of operation.
  - B. Have aviation fuel in the following grades in adequate amounts available for sale during hours of operation:
    - a. 100 octane
    - b. Jet FuelCity of Reedsburg Airport Commission will purchase all fuel and set the sale price.

3. Terms of Agreement. The term of this agreement shall commence January 1, 2016, and run until December 31, 2021 with Reedsburg Aviation, having the option, as provided in Paragraph 4 below, to extend this agreement for an additional five year term, beginning January 1, 2021, and ending December 31, 2026.
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 Reedsburg Aviation, all have fully performed all of its terms and conditions hereunder, Reedsburg Aviation, shall have the option to extend this agreement, upon the same terms and conditions for an additional five year period, beginning January 1, 2021 and ending December 31, 2026. This option shall exercised by Reedsburg Aviation, 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. Reedsburg Aviation shall have the exclusive use of the property leased by it.
  - B. Reedsburg Aviation, 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. Reedsburg Aviation shall have the right in common with others, to use all other airport parking areas, appurtenances, and improvements thereon.
  - D. Reedsburg Aviation, shall have the right, at Reedsburg Aviation, 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 Reedsburg Aviation, business.
6. Aircraft Serviced by Owner or Operator of Aircraft. It is clearly understood by Reedsburg Aviation, 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 5<sup>th</sup> day of each month, Reedsburg Aviation shall pay to the City rent for the on airport terminal and heated hanger in the amount of \$150.00. 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 and contents leased to Reedsburg

Aviation. Reedsburg Aviation shall maintain fire and extended coverage on its property located on the leased property and on the airport generally.

B. Liability Insurance.

- i. Reedsburg Aviation 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. Reedsburg Aviation, 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. Reedsburg Aviation shall be responsible for and shall pay all taxes assessed or levied upon the property owned by Reedsburg Aviation, located on airport property.

11. Utilities. The City shall pay for all public utilities rendered or furnished to the leased property (gas, water, electric, internet, garbage disposal to the terminal building). Reedsburg Aviation shall pay all charges for telephone service and hangar related utilities (gas & electric).

12. The Terminal building will be air conditioned in the summer and heated in the winter at the expense of the City. It is agreed that the thermostat setting during the winter months will be 70 degrees and the setting for the summer months will be 74 degrees.

13. Repair and Maintenance.

- A. Reedsburg Aviation, shall maintain the interior of the property and the surrounding land consisting of approximately ½ acre in good order and make such repairs as are necessary, at its own cost and expense, excluding

furnishings, (such as chairs, couches, tables, desks, drapes, and carpeting) and mechanical, (such as all heating, air conditioning, electrical work and plumbing). The furnishings and mechanical shall be maintained at the City's expense.

- B. Reedsburg Aviation shall maintain and make all minor repairs to all airport and runway lighting. However, the City shall furnish, at City's cost and expense, any bulbs or the materials required for such maintenance and repair and shall perform and pay for all the major repairs upon notice from Reedsburg Aviation, of the need for such repairs.
- C. The City shall maintain the airport runways, taxi-ways, parking areas, and other paved areas in good condition without expense to Reedsburg Aviation.
- D. The City shall remove snow from the runways, taxi-ways, parking areas, and other paved areas in good condition without expense to Reedsburg Aviation.
- E. The City shall maintain the fuel pumps and tanks located on the airport property, without expense to Reedsburg Aviation.
- F. The City shall be responsible for all maintenance except as specifically provided herein.

- 14. Laws, Rules, and Regulations. Reedsburg Aviation 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. Reedsburg Aviation, 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 Reedsburg Aviation, 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. Reedsburg Aviation, 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 Reedsburg Aviation, 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. Reedsburg Aviation shall maintain all equipment and supplies in compliance with FAA regulation.
  - B. Reedsburg Aviation shall remit all payments within thirty (30) days of the first notice.
  - C. Reedsburg Aviation 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 Reedsburg Aviation, is providing services at the airport as an independent contractor and not as an employee of the City of Reedsburg.
21. Assignment of Lease. Reedsburg Aviation, 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 Reedsburg Aviation, and without interference or hindrance there from. If the physical development of the airport requires the relocation of Reedsburg Aviation, the City agrees to provide comparable location and agrees to relocate all buildings or provide similar facilities to Reedsburg Aviation, at no cost to Reedsburg Aviation.
23. Default. If Reedsburg Aviation, 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 1/2/17

CITY OF REEDSBURG  
AIRPORT COMMISSION

REEDSBURG AVIATION

By: Todd Polk  
Todd Polk, Member

By: Thomas Parker  
Tom Parker, President

And: \_\_\_\_\_  
John Chamberlin, Member

And: Mike Gargano  
Mike Gargano, Chairman

And: David G. Estes  
David G. Estes, Mayor

## AIRPORT MANAGEMENT CONTRACT

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 Reedsburg Aviation, a Wisconsin corporation, with its principal place of business at Reedsburg, Wisconsin, ("Reedsburg Aviation")

WITNESSETH:

WHEREAS, the City desires to contract Reedsburg Aviation to manage the Reedsburg Municipal Airport;

WHEREAS, Reedsburg Aviation desires to manage the Reedsburg Municipal Airport and provide these certain services at said airport;

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

1. Services to be Provided. Reedsburg Aviation agrees to provide the following services at the Reedsburg Municipal Airport:
  - A. Provide an airport manager or an assistant on a full-time basis. A Reedsburg Aviation employee will be present at the Reedsburg Municipal Airport at the times listed below.
    - a. 8:00 a.m. to 4:00 p.m. – Year Round
    - b. The foregoing hours shall not be reduced below the above minimum without the written consent of the City except during any period when the airport is closed by any lawful authority restricting the use of thereof in such manner as to interfere with the use of the same by Reedsburg Aviation.
    - c. Days off will include: New Years Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, ½ day Christmas Eve, and Christmas Day.
2. Terms of Agreement. The term of this agreement shall commence January 1, 2016, and run until December 31, 2021 with Reedsburg Aviation having the option, as provided in Paragraph 3 below, to extend this agreement for an additional five year term, beginning January 1, 2021 and ending December 31, 2026.
3. 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 Reedsburg Aviation shall have fully performed all of its terms and conditions hereunder, Reedsburg Aviation shall have the option to extend this agreement, upon the same terms and conditions for an additional five year period, beginning January 1, 2021 and ending December 31, 2026. This option shall exercised by Reedsburg Aviation 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.

4. Use of the Property.

- A. Reedsburg Aviation 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.
- B. Reedsburg Aviation shall have the right in common with others, to use all other airport parking areas, appurtenances, and improvements thereon.
- C. Reedsburg Aviation shall have the right, at Reedsburg Aviation's 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 Reedsburg Aviation business.

5. Aircraft Serviced by Owner or Operator of Aircraft. It is clearly understood by Reedsburg Aviation 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 on regular employees (including but not limited to, maintenance and repair) that it may choose to perform.

6. Consideration.

- A. Payment for Services. The City agrees to pay Reedsburg Aviation on or about the 20<sup>th</sup> day of each month as compensation for the various services provided by Reedsburg Aviation as an independent contractor at the airport according to the following fee schedule: \$3400.00 per month.
- B. 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.

7. 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. Reedsburg Aviation shall be responsible for and shall pay all taxes assessed or levied upon the personal property owned by Reedsburg Aviation located on airport property.

8. Repair and Maintenance.

- A. Reedsburg Aviation shall maintain and make all minor repairs to all airport and runway lighting. However, the City shall furnish, at City's cost and expense, any bulbs or the materials required for such maintenance and repair and shall perform and pay for all the major repairs upon notice from Reedsburg Aviation of the need for such repairs.
- B. The City shall maintain the airport runways, taxi-ways, parking areas, and other paved areas in good condition without expense to Reedsburg Aviation.

- C. The City shall remove snow from the runways, taxi-ways, parking areas, and other paved areas in good condition without expense to Reedsburg Aviation.
  - D. The City shall be responsible for all maintenance except as specifically provided herein.
9. Laws, Rules, and Regulations. Reedsburg Aviation 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.
10. Fair and Non-discriminatory Services. Reedsburg Aviation, 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 there of and shall charge fair, reasonable, and non-discriminatory prices for each unit of sale or service; provide, however, that Reedsburg Aviation shall be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume users.
11. Title VI Civil Right Assurances. Reedsburg Aviation 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 Reedsburg Aviation 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.
12. 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.
13. Additional Covenants
- A. A representative of Reedsburg Aviation shall attend Airport Commission meetings whenever possible and shall be active in local affairs whenever possible.
  - B. Reedsburg Aviation shall maintain all equipment and supplies in compliance with FAA regulation.
  - C. Reedsburg Aviation shall remit all payments within thirty (30) days of the first notice.
  - D. Reedsburg Aviation shall give priority to and make available all airport resources in a community emergency.

14. Independent Contractor Status. It is mutually agreed and understood by and between the parties hereto that Reedsburg Aviation is providing services at the airport as an independent contractor and not as an employee of the City of Reedsburg.
15. Assignment of Contract. Reedsburg Aviation may not at any time during the term of this contract, assign, hypothecate, or otherwise transfer this agreement or any interest therein, without the written consent of the City.
16. 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 Reedsburg Aviation and without interference or hindrance there from. If the physical development of the airport requires the relocation of Reedsburg Aviation, the City agrees to provide comparable location and agrees to relocate all buildings or provide similar facilities to Reedsburg Aviation at no cost to Reedsburg Aviation.
17. Default. If Reedsburg Aviation 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.
18. 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

11/2/17

CITY OF REEDSBURG  
AIRPORT COMMISSION

REEDSBURG AVIATION

By: Todd Polk  
Todd Polk, Member

By: Tom Parker  
Tom Parker, President

And: \_\_\_\_\_  
John Chamberlin, Member

And: Mike Gargano  
Mike Gargano, Chairman

And: David G. Estes  
David G. Estes, Mayor

