

**Airport Commission Agenda
October 26, 2023
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 AUGUST 24, 2023:

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 blue hangar purchase agreement
- B. Discussion and possible action on hangar use
- C. Update on current projects

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
August 24, 2023

The Public Works Committee for the City of Reedsburg convened for a special meeting, on August 24, 2023 at 5:30 p.m. at the Reedsburg Center Conference Room with the following members present:

Members Present: Charlie Backeberg, Dave Knudsen, Phil Peterson, Jamison Sporakowski and Jason Schulte

Also Present: Steven Zibell, Chris Kleinschmidt, Ben Heidemann and Billie from Town and Country Engineering.

Motion by Backeberg seconded by Sporakowski to approve the minutes from July 19, 2023 meeting.

Motion Carried

Knudsen opened a Public Hearing for Reedsburg's WWTP Facility Plan Amendment. Ben Heidemann from Town and Country Engineering gave a brief presentation of the proposed amendments specifically the changes to pipeline routes. Nobody from the Public was present for comment. The Committee discussed the changes and were fine with the amendments. Knudsen closed the Public Hearing.

No Action

Zibell gave an update on current projects. Ben gave a brief update on the WWTP project status.

No Action

Motion by Peterson seconded by Schulte to adjourn.

Motion Carried

Adjourned at 6:41 p.m.
Respectively Submitted,

Steven T. Zibell, Public Works Director/City Engineer
City of Reedsburg

**AIRCRAFT HANGAR
PURCHASE AGREEMENT**

This Aircraft Hangar Purchase Agreement (Agreement) is by and between City of Reedsburg (Seller) and the Bill Pierce (Purchaser).

RECITALS

- A. City/Seller owns and operates Reedsburg Airport (Airport).
- B. Seller wishes to sell and Purchaser wishes to purchase the Hangar which is commonly referred to as the Blue Hangar.

AGREEMENT

1. Sale of Property.

- A. Seller will sell and Purchaser will purchase the personal property known as Blue Hangar which has an approximate size of 85' x 70'.
- B. Seller shall transfer ownership of Blue Hangar by Bill of Sale which will cover the Hangar structure and any personal property in the structure which Seller does not remove prior to closing.
- C. The Bill of Sale will represent and warrant that Seller has full and good title to the Hangar, full authority to sell and transfer the Hangar, and that the Hangar is being sold free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description.

2. Purchase Price.

The Purchase Price shall be \$1.00, payable in full at closing.

3. Closing.

This transaction will be closed at a location designated by the City not less than 21 days after satisfactions of the Approvals Contingencies set forth in Section 8.

4. Occupancy and Possession.

Occupancy and possession of the Hangar shall be given to the Purchaser at the time of closing.

5. New Lease.

Closing shall have the effect of creating a new ground space lease between the parties.

6. Inspection and Testing.

Prior to closing, Purchaser may investigate and inspect the Hangar. With prior notice to Seller, Purchaser and Purchaser's employees, agents and representatives shall have the right to enter upon the Hangar at any reasonable time to make whatever tests or inspections of the Hangar they desire to make at Purchaser's sole cost. If the Purchaser determines the Hangar is not acceptable to Purchaser in Purchaser's full discretion, Purchaser shall have the right to terminate this Agreement by written notice to Seller.

7. As Is Condition.

The Hangar is being sold on an "As Is" basis with all faults. Seller makes no representation or implied warranties, representations or guarantees as to the quality, character, performance or condition of the Hangar, and specifically disclaims any implied warranties of merchantability for fitness for a particular purpose or similar implied warranties. Purchaser acknowledges that Purchaser is not relying on any statements by Seller with respect to the Hangar and is making its own independent evaluation of the Hangar based on inspections performed by Purchaser.

8. Approvals Contingency.

Closing is contingent on approval of the transaction by the Airport Commission and the Reedsburg Common Council.

9. City Use:

Purchaser agrees use of Blue Hangar for the annual Fly-Inn-Drive-Inn event free of charge. Purchaser will also allow one airplane storage space in Blue Hangar free of charge

10. Blue Hangar Placement and Rehab:

Purchaser agrees to move the Blue Hangar 50 feet to the east and refurbish the roof, exterior siding and doors. Seller and Purchaser shall come to an agreement on a color scheme. Purchaser shall follow all applicable building codes. Seller shall remove all concrete slabs not being used for the new placement and will also relocate existing beacon.

11. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute the same Agreement. This Agreement may be executed by electronic signature or facsimile which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

10. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

Dated: _____, 2023

Bill Pierce

City of Reedsburg

Dated: _____, 2023

By: David G. Estes, Mayor

Dated: _____, 2023

By: Jacob Crosetto, Clerk/Treasurer

- (b) Order the permittee to take certain action consistent with this chapter, the permit or the lease, or
- (c) Revoke the self-fueling permit for a time certain.
- (4) Any person who violates any provision of this section shall be subject to a forfeiture of not less than \$100, nor more than \$5,000, for each day of each violation, together with the costs of enforcement. Each requirement of this section that is violated constitutes a separate violation. In addition to forfeiture, the airport may seek such other relief, legal or equitable, as is available.

§ 185-21. Storage policy for private hangars on airport property.

- A. All hangars must be used for an aeronautical purpose. FAA considers the following uses aeronautical:
 - (1) Storage of active aircraft;
 - (2) Shelter for maintenance, repair or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft;
 - (3) Noncommercial construction of amateur-built or kit-built aircraft;
 - (4) Storage of aircraft handling equipment (e.g., tow bar, glider tow equipment, workbenches, tools and materials used to service aircraft); and
 - (5) Storage of materials related to an aeronautical activity (e.g., balloon and skydiving equipment, office equipment, teaching tools).
- B. Provided the hangar is used primarily for an aeronautical purpose, an airport may permit nonaeronautical items stored in hangars, provided they do not interfere with the aeronautical use of the hangar.
- C. While airports may develop more restrictive rules, FAA would not consider nonaeronautical storage to interfere with the aeronautical use of the hangar unless the items:
 - (1) Impede the movement of the aircraft in and out of the hangar;
 - (2) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
 - (3) Impede access to other aeronautical contents of the hangar;
 - (4) Are used for the conduct of a nonaeronautical business or municipal agency function from the hangar, including storage of inventory); and
 - (5) Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.
- D. If the airport has empty hangars with no demand for nautical use, the airport can rent hangar space for temporary nonaeronautical storage, provided:
 - (1) Nonaeronautical storage is preapproved by FAA;

- (2) A fair market value commercial rental rate is charged; and
- (3) The hangar reverts to aeronautical use as soon as there is demand.

§ 185-22. Violations and penalties.

- A. Any person who violates any of the provisions of this chapter shall, upon conviction of such violation, be subject to a penalty, which shall be as follows:
 - (1) First offense penalty. Any person who shall violate any provision of this chapter shall, upon conviction thereof, forfeit not less than \$5 nor more than \$500, together with the costs of prosecution, and, in default of payment of such forfeiture and costs of prosecution, shall be imprisoned in the County Jail until such forfeiture and costs are paid, but not exceeding 90 days.
 - (2) Second offense penalty. Any person found guilty of violating any ordinance or part of an ordinance of this chapter who shall previously have been convicted of a violation of the same ordinance within one year shall, upon conviction thereof, forfeit not less than \$100 nor more than \$1,000 for each such offense, together with costs of prosecution, and, in default of payment of such forfeiture and costs, shall be imprisoned in the County Jail until such forfeiture and costs of prosecution are paid, but not exceeding six months.
- B. Each violation and each day a violation continues or occurs shall constitute a separate offense. Nothing in this chapter shall preclude the owner from maintaining any appropriate action to prevent or remove a violation of any provision of this chapter.
- C. The provisions of this chapter shall be enforced by the Reedsburg Police Department, City Building Inspector, City Public Works Director and/or the City Airport Commission, depending on the provision violated.