

Airport Commission Agenda
October 22, 2025
Reedsburg Municipal Airport, 1780 E Main Street
7:30 AM

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 28, 2025:

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 hangar lease rates for 2026
- B. Consideration of hangar lease #13 Lichte
- C. Consideration of hangar lease #14 Fawcett
- D. Consideration of hangar lease #28 Kinsman
- E. Consideration of hangar lease #32 Bryant
- F. Consideration of hangar lease #30 Jernander
- G. Update on Airport planning documents

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 28, 2025

The Reedsburg Airport Commission convened in session on August 28, 2025, at 7:00 am with the following members present: Jason Schulte, John Chamberlin, Dave Moon and Aaron Matteson.

Also present: Steven Zibell, Max Buckner, Bill Parker, Tom Parker, Matt from SEH and Collin from WBOA

Motion by John seconded by Aaron to approve minutes from March 27, 2025.

Motion Carried

Motion by John seconded by Aaron recommending Jason as Commission Chairman.

Motion Carried

Zibell presented a request from David Bryant, who owns Hangar # 32, to extend his lease. Motion by Aaron seconded by John to extend a new lease with David Bryant.

Motion Carried

Zibell presented a request from John Kinsman who owns Hangar #28 to extend his lease. Motion by Aaron seconded by John to extend a new lease with John Kinsman

Motion Carried

Zibell discussed other lease that are either coming up for renewal or expired. Max suggested doing a new lease for everyone with the new language for all the expired leases moving forward. The Commission agreed.

The Commission discussed 2026 lease rates, John though the Commission had a new Policy for rate increases. Zibell said he would investigate it and bring this back to the October meeting.

No Action

Commission reviewed the annual code of ethics.

Matt from SEH gave an update on the planning process. Discussed new rules on a legacy runway from FAA which would allow funding for the crosswind runway. Discussed possible seal coating of runways in 2026, Exhibit A property map and ALP update.

No Action

Moved by Schulte second by Jernander to adjourn at 8:00 am.

Motion Carried.

Respectively Submitted,

Steven T. Zibell, Public Works Director/City Engineer

CITY OF REEDSBURG ADMINISTRATIVE POLICY		TITLE: Airport Lease Rate Policy	
ISSUE DATE: 10/27/2022	LAST UPDATE: 10/27/2022	SECTION:	Number:
POLICY SOURCE: Airport Commission			TOTAL PAGES: 1
AUTHOR: STZ		SPECIAL INSTRUCTIONS:	

Purpose

It shall be the policy of the Airport Commission to have a standard for raising lease rates on Airport property.

Policy:

- Current (2022) Lease rate is \$250.00 per year
- Maximum increase shall be 5% per year over the previous year
- Notice of any increase shall be provided by Lessor to Lessee in writing by December 31st.
- Airport Commission shall review the rates annually at their scheduled meeting in November or December.
- Airport Commission may or may not increase rates, if rates are increased the maximum allowed is 5%.

LEASE

This Lease is by and between the City of Reedsburg, a Wisconsin municipal corporation (hereinafter "Landlord"), with its principal offices located at 134 South Locust Street, Reedsburg, Wisconsin 53959, and DDP Investments (hereinafter "Tenant"), 2715 E. Main St., Reedsburg, WI 53959.

Recitals:

The parties recite and declare:

- A. Landlord is the owner of an airport known as the Reedsburg Airport, Reedsburg, Wisconsin (hereinafter "Airport").
- B. Landlord wishes to lease to Tenant a portion of the Airport premises together with such rights and privileges as are set forth in the agreement.

AGREEMENT

In consideration of the above recitals, the terms and covenants of this agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **Use of Airport.** Tenant is granted the use, in common with others similarly authorized, of the Airport, together with all facilities, equipment, improvements and services which have been or may hereafter be provided at or in connection with the airport from time to time including, but not limited to, the landing field and any extensions or additions, roadways, runways, aprons, taxiways, sewage and water facilities, floodlights landing lights, beacons, control tower, signals radio aids and all other conveniences for flying, landings and takeoffs.
2. **Ground Space.** Landlord grants Tenant the exclusive use of that portion of the Airport premises described as follows:

See Exhibit A for a map to the subject leased premises.

The ground space is referred to as Hanger #13.

Tenant may maintain or construct thereon a private aircraft hangar.

3. **Right of Ingress and Egress.** Tenant shall have at all times the full and free right of ingress to and egress from the premises and facilities referred to in this agreement for Tenant, his employees, customers, passengers, guests and other invitees. This right shall also extend to persons or organizations supplying materials or furnishing services to Tenant, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

4. **Term.** Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on November 1, 2025, and ending on December 31, 2045, subject, however, to the option granted by Landlord to Tenant to renew this agreement for an additional term of 10 years, under the same terms and conditions. Tenant shall notify Landlord, in writing, of Tenant's intention to exercise the renewal option not less than 9 months before the expiration of the initial term of this agreement.
5. **Rentals and Charges.** Tenant shall pay rent in the amount of \$250.00 per year on or before February 15 of each year. Landlord shall have the right to adjust the annual rent to be paid by Tenant according to the Airport Commissions Policy but in any case, by no more than 5% per year over the previous period. Notice of said adjustment in rent will be provided by Landlord to Tenant in writing and the rent increase will be due on or before February 15th of each year thereafter.
6. **Taxes and Assessments.** Tenant shall pay any and all taxes or special assessments that may be levied or assessed against the leased premises, including premises leased to Tenant exclusively and premises leased to Tenant for his use in common with others and Tenant's interest in the leased premises. Tenant also agrees to indemnify Landlord against loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.
7. **Maintenance and Utilities.** Tenant shall provide for and supply at his expense all janitorial service with respect to buildings and facilities used exclusively by Tenant, and shall pay for all heat, light, gas, electricity and water used by him in connection with his buildings and facilities.
8. **Rules and Regulations.** Tenant agrees to observe and obey reasonable rules and regulations with respect to the use of the premises; provided, however, that such rules, regulations and regulations shall be consistent with safety and rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operation at the airport; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration, with respect to the operation of Tenant's aircraft at the airport. Tenant acknowledges receipt of a copy of Ch. 185 Airport Minimum Standards of the Reedsburg Code of Ordinances.
9. **Insurance.** Tenant shall procure and maintain in force insurance covering the leased premises and Tenant's activities thereon in minimum amounts as follows:
 - \$500,000.00 for injury or death to any one person;
 - \$1,000,000.00 for injury or death occurring to more than one person as a result of one occurrence, and;

- \$500,000.00 for property damage.

On an annual basis, Landlord shall be furnished with copies of all insurance policies obtained by Tenant in compliance with this requirement. Tenant agrees to notify Landlord, in writing, as to any amendment to or cancellation of the policies.

10. **Indemnification of Landlord.** Tenant agrees to indemnify Landlord against any and all liability for injuries to persons or damage to property caused by Tenant's negligent use or occupancy of the leased premises; provided, however, Tenant shall not be liable for any injury, damage or loss occasioned by the negligence of Landlord or its agents or employees; and provided further that Landlord shall give to Tenant prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect Tenant. Tenant shall have the right to compromise and defend the suit to the extent of his own interest.
11. **Termination by Tenant.** If Landlord fails to perform any act or acts or render any service required to be performed or rendered by Landlord under the terms of this agreement; and, if Landlord fails to remedy any such default in a manner reasonably satisfactory to Tenant within 30 days following receipt from Tenant of written notice to remedy the same, Tenant may elect to terminate this agreement by giving 15 days' written notice to Landlord. Tenant shall also have the right to terminate this agreement at any time for any reason.
12. **Termination by Landlord.** If Tenant fails to make any payment due under this agreement within three (3) days of the date on which the payment is due, Landlord, at its option, may terminate this agreement. Landlord shall also have the right to terminate this agreement in the event that Landlord determines, in its sole discretion, that the area leased by Tenant is necessary for public purposes.

If the leased property is sold by the City during the terms of this agreement or any extensions thereof, the City may terminate and cancel this lease by giving ninety (90) days written notice to Tenant and paying to Tenant an amount equal to the reasonable value of the hangar and all improvements located on the leased property. This value shall be determined by three referees, one to be chosen by the City, one by Tenant, and the third to be a person versed in property values to be chosen by both of the parties.

13. **Surrender of Possession.**
 - A. On the expiration or other termination of this agreement, Tenant's rights to use of the premises, facilities and services described in this agreement shall cease; and, Tenant shall vacate the premises without unreasonable delay.

- B. Except as otherwise provided in this agreement, all buildings, hangars, structures, fixtures, improvements, equipment and other property bought, installed, erected or placed by Tenant in, on or about the airport and premises leased, including, but not limited to, storage tanks, pipes, pumps, wires, poles, machinery and air conditioning equipment, shall be deemed to be personal property and shall remain the property of Tenant. Tenant shall have the right at any time during the term of this agreement, or any renewal or extension, to remove any or all such personal property from the airport, subject, however, to Tenant's obligation to repair all damage, if any, resulting from such removal. Any and all personal property not removed by Tenant shall become a part of the land on which it is located and title to the property shall vest in Landlord.
14. **Inspection by Landlord.** Landlord may enter the premises now or hereafter leased exclusively to Tenant at any reasonable time for any purpose necessary or incidental to the performance of its obligations under this agreement and its obligations as owner of the airport premises.
15. **Assignment and Subletting.** Tenant shall not at any time assign or sublet his rights under this agreement or any part of them without the written consent of Landlord.
16. **Notices.** Notices provided for in this agreement shall be sufficient if sent by certified mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing.
17. **Governing Law/Venue.** This agreement shall be governed by, construed and enforced in accordance with the laws of Wisconsin. Venue for any disputes shall be the Circuit Court for Sauk County.
18. **Severability.** Any covenant, condition or provision of this agreement that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this agreement; but, such deletion shall in no way affect any other covenant, condition or provision of this agreement so long as the deletion does not materially prejudice Landlord or Tenant in their respective rights and obligations contained in the valid covenants, conditions or provisions of this agreement.
19. **Effect of Agreement.** All covenants, conditions and provisions in this agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties.
20. **Attorney's Fees.** In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

21. **Entire Agreement.** This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.
22. **Modification of Agreement.** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.
23. **Sale of Hangar and Recording of Buildings, Fixtures, and Improvement Document.**

In the event the Tenant sells, transfers, or otherwise conveys ownership of any hangar or other structures located on the leased premises, the Tenant shall, as a condition of such sale or transfer, complete and cause to be recorded a "Buildings, Fixtures, and Improvements Document" with the Sauk County Register of Deeds. This document shall include a detailed and accurate description of all buildings, fixtures, and permanent improvements associated with the hangar and situated on the leased premises as of the date of the sale or transfer.

The Tenant shall provide a copy of the recorded document to the Landlord within ten (10) business days following recordation. Failure to timely comply with this provision shall be deemed a material breach of this Lease. This requirement shall survive the sale or transfer of the hangar and shall apply to all successors-in-interest of the Tenant.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Reedsburg, Wisconsin, on the dates indicated below.

LANDLORD

CITY OF REEDSBURG

Date: _____

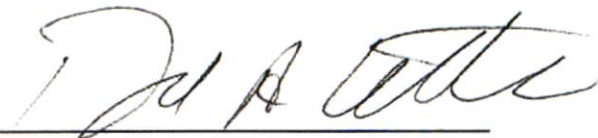
David Estes, Mayor

Date: _____

Jacob Crosetto, City Clerk-Treasurer

TENANT

Date: 10-12-2025



Don Lichte, Jr., Partner

LEASE

This Lease is by and between the City of Reedsburg, a Wisconsin municipal corporation (hereinafter "Landlord"), with its principal offices located at 134 South Locust Street, Reedsburg, Wisconsin 53959, and James and Debra Fawcett (hereinafter "Tenant"), 108 Cedar Street, Baraboo, WI 53913

Recitals:

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- 2. **Ground Space.** Landlord grants Tenant the exclusive use of that portion of the Airport premises described as follows:

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The ground space is referred to as Hanger #14.

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- 3. **Right of Ingress and Egress.** Tenant shall have at all times the full and free right of ingress to and egress from the premises and facilities referred to in this agreement for Tenant, his employees, customers, passengers, guests and other invitees. This right shall also extend to persons or organizations supplying materials or furnishing services to Tenant, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

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18. **Severability.** Any covenant, condition or provision of this agreement that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this agreement; but, such deletion shall in no way affect any other covenant, condition or provision of this agreement so long as the deletion does not materially prejudice Landlord or Tenant in their respective rights and obligations contained in the valid covenants, conditions or provisions of this agreement.
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IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Reedsburg, Wisconsin, on the dates indicated below.

LANDLORD

CITY OF REEDSBURG

Date: _____

David Estes, Mayor

Date: _____

Jacob Crosetto, City Clerk-Treasurer

TENANT

Date: October 12th, 2015

James Fawcett Debra Fawcett
James and Debra Fawcett

LEASE

This Lease is by and between the City of Reedsburg, a Wisconsin municipal corporation (hereinafter "Landlord"), with its principal offices located at 134 South Locust Street, Reedsburg, Wisconsin 53959, and John and MaryAnn Kinsman (hereinafter "Tenant"), S 1116 Wilke Rd., LaValle, WI 53941.

Recitals:

The parties recite and declare:

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- 2. **Ground Space.** Landlord grants Tenant the exclusive use of that portion of the Airport premises described as follows:

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 - A. On the expiration or other termination of this agreement, Tenant's rights to use of the premises, facilities and services described in this agreement shall cease; and, Tenant shall vacate the premises without unreasonable delay.

- B. Except as otherwise provided in this agreement, all buildings, hangars, structures, fixtures, improvements, equipment and other property bought, installed, erected or placed by Tenant in, on or about the airport and premises leased, including, but not limited to, storage tanks, pipes, pumps, wires, poles, machinery and air conditioning equipment, shall be deemed to be personal property and shall remain the property of Tenant. Tenant shall have the right at any time during the term of this agreement, or any renewal or extension, to remove any or all such personal property from the airport, subject, however, to Tenant's obligation to repair all damage, if any, resulting from such removal. Any and all personal property not removed by Tenant shall become a part of the land on which it is located and title to the property shall vest in Landlord.
14. **Inspection by Landlord.** Landlord may enter the premises now or hereafter leased exclusively to Tenant at any reasonable time for any purpose necessary or incidental to the performance of its obligations under this agreement and its obligations as owner of the airport premises.
15. **Assignment and Subletting.** Tenant shall not at any time assign or sublet his rights under this agreement or any part of them without the written consent of Landlord.
16. **Notices.** Notices provided for in this agreement shall be sufficient if sent by certified mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing.
17. **Governing Law/Venue.** This agreement shall be governed by, construed and enforced in accordance with the laws of Wisconsin. Venue for any disputes shall be the Circuit Court for Sauk County.
18. **Severability.** Any covenant, condition or provision of this agreement that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this agreement; but, such deletion shall in no way affect any other covenant, condition or provision of this agreement so long as the deletion does not materially prejudice Landlord or Tenant in their respective rights and obligations contained in the valid covenants, conditions or provisions of this agreement.
19. **Effect of Agreement.** All covenants, conditions and provisions in this agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties.
20. **Attorney's Fees.** In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

21. **Entire Agreement.** This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.
22. **Modification of Agreement.** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.
23. **Sale of Hangar and Recording of Buildings, Fixtures, and Improvement Document.**

In the event the Tenant sells, transfers, or otherwise conveys ownership of any hangar or other structures located on the leased premises, the Tenant shall, as a condition of such sale or transfer, complete and cause to be recorded a "Buildings, Fixtures, and Improvements Document" with the Sauk County Register of Deeds. This document shall include a detailed and accurate description of all buildings, fixtures, and permanent improvements associated with the hangar and situated on the leased premises as of the date of the sale or transfer.

The Tenant shall provide a copy of the recorded document to the Landlord within ten (10) business days following recordation. Failure to timely comply with this provision shall be deemed a material breach of this Lease. This requirement shall survive the sale or transfer of the hangar and shall apply to all successors-in-interest of the Tenant.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Reedsburg, Wisconsin, on the dates indicated below.

LANDLORD

CITY OF REEDSBURG

Date: _____

David Estes, Mayor

Date: _____

Jacob Crosetto, City Clerk-Treasurer

TENANT

Date: _____

John and MaryAnn Kinsman

Draft
Revised will be presented at meeting.

LEASE

This Lease is by and between the City of Reedsburg, a Wisconsin municipal corporation (hereinafter "Landlord"), with its principal offices located at 134 South Locust Street, Reedsburg, Wisconsin 53959, and David Bryant (hereinafter "Tenant"), 252 Hudson Ave., Clarendon Hill, IL 60514.

Recitals:

The parties recite and declare:

- A. Landlord is the owner of an airport known as the Reedsburg Airport, Reedsburg, Wisconsin (hereinafter "Airport").
- B. Landlord wishes to lease to Tenant a portion of the Airport premises together with such rights and privileges as are set forth in the agreement.

AGREEMENT

In consideration of the above recitals, the terms and covenants of this agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

- 1. **Use of Airport.** Tenant is granted the use, in common with others similarly authorized, of the Airport, together with all facilities, equipment, improvements and services which have been or may hereafter be provided at or in connection with the airport from time to time including, but not limited to, the landing field and any extensions or additions, roadways, runways, aprons, taxiways, sewage and water facilities, floodlights landing lights, beacons, control tower, signals radio aids and all other conveniences for flying, landings and takeoffs.
- 2. **Ground Space.** Landlord grants Tenant the exclusive use of that portion of the Airport premises described as follows:

See Exhibit A for a map to the subject leased premises.

The ground space is referred to as Hanger #32.

Tenant may maintain or construct thereon a private aircraft hangar.

- 3. **Right of Ingress and Egress.** Tenant shall have at all times the full and free right of ingress to and egress from the premises and facilities referred to in this agreement for Tenant, his employees, customers, passengers, guests and other invitees. This right shall also extend to persons or organizations supplying materials or furnishing services to Tenant, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

4. **Term.** Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on November 1, 2025, and ending on December 31, 2045, subject, however, to the option granted by Landlord to Tenant to renew this agreement for an additional term of 10 years, under the same terms and conditions. Tenant shall notify Landlord, in writing, of Tenant's intention to exercise the renewal option not less than 9 months before the expiration of the initial term of this agreement.
5. **Rentals and Charges.** Tenant shall pay rent in the amount of \$250.00 per year on or before February 15 of each year. Landlord shall have the right to adjust the annual rent to be paid by Tenant according to the Airport Commissions Policy but in any case, by no more than 5% per year over the previous period. Notice of said adjustment in rent will be provided by Landlord to Tenant in writing and the rent increase will be due on or before February 15th of each year thereafter.
6. **Taxes and Assessments.** Tenant shall pay any and all taxes or special assessments that may be levied or assessed against the leased premises, including premises leased to Tenant exclusively and premises leased to Tenant for his use in common with others and Tenant's interest in the leased premises. Tenant also agrees to indemnify Landlord against loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.
7. **Maintenance and Utilities.** Tenant shall provide for and supply at his expense all janitorial service with respect to buildings and facilities used exclusively by Tenant, and shall pay for all heat, light, gas, electricity and water used by him in connection with his buildings and facilities.
8. **Rules and Regulations.** Tenant agrees to observe and obey reasonable rules and regulations with respect to the use of the premises; provided, however, that such rules, regulations and regulations shall be consistent with safety and rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operation at the airport; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration, with respect to the operation of Tenant's aircraft at the airport. Tenant acknowledges receipt of a copy of Ch. 185 Airport Minimum Standards of the Reedsburg Code of Ordinances.
9. **Insurance.** Tenant shall procure and maintain in force insurance covering the leased premises and Tenant's activities thereon in minimum amounts as follows:
 - \$500,000.00 for injury or death to any one person;
 - \$1,000,000.00 for injury or death occurring to more than one person as a result of one occurrence, and;

- \$500,000.00 for property damage.

On an annual basis, Landlord shall be furnished with copies of all insurance policies obtained by Tenant in compliance with this requirement. Tenant agrees to notify Landlord, in writing, as to any amendment to or cancellation of the policies.

10. **Indemnification of Landlord.** Tenant agrees to indemnify Landlord against any and all liability for injuries to persons or damage to property caused by Tenant's negligent use or occupancy of the leased premises; provided, however, Tenant shall not be liable for any injury, damage or loss occasioned by the negligence of Landlord or its agents or employees; and provided further that Landlord shall give to Tenant prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect Tenant. Tenant shall have the right to compromise and defend the suit to the extent of his own interest.
11. **Termination by Tenant.** If Landlord fails to perform any act or acts or render any service required to be performed or rendered by Landlord under the terms of this agreement; and, if Landlord fails to remedy any such default in a manner reasonably satisfactory to Tenant within 30 days following receipt from Tenant of written notice to remedy the same, Tenant may elect to terminate this agreement by giving 15 days' written notice to Landlord. Tenant shall also have the right to terminate this agreement at any time for any reason.
12. **Termination by Landlord.** If Tenant fails to make any payment due under this agreement within three (3) days of the date on which the payment is due, Landlord, at its option, may terminate this agreement. Landlord shall also have the right to terminate this agreement in the event that Landlord determines, in its sole discretion, that the area leased by Tenant is necessary for public purposes.

If the leased property is sold by the City during the terms of this agreement or any extensions thereof, the City may terminate and cancel this lease by giving ninety (90) days written notice to Tenant and paying to Tenant an amount equal to the reasonable value of the hangar and all improvements located on the leased property. This value shall be determined by three referees, one to be chosen by the City, one by Tenant, and the third to be a person versed in property values to be chosen by both of the parties.

13. **Surrender of Possession.**
 - A. On the expiration or other termination of this agreement, Tenant's rights to use of the premises, facilities and services described in this agreement shall cease; and, Tenant shall vacate the premises without unreasonable delay.

- B. Except as otherwise provided in this agreement, all buildings, hangars, structures, fixtures, improvements, equipment and other property bought, installed, erected or placed by Tenant in, on or about the airport and premises leased, including, but not limited to, storage tanks, pipes, pumps, wires, poles, machinery and air conditioning equipment, shall be deemed to be personal property and shall remain the property of Tenant. Tenant shall have the right at any time during the term of this agreement, or any renewal or extension, to remove any or all such personal property from the airport, subject, however, to Tenant's obligation to repair all damage, if any, resulting from such removal. Any and all personal property not removed by Tenant shall become a part of the land on which it is located and title to the property shall vest in Landlord.
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15. **Assignment and Subletting.** Tenant shall not at any time assign or sublet his rights under this agreement or any part of them without the written consent of Landlord.
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18. **Severability.** Any covenant, condition or provision of this agreement that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this agreement; but, such deletion shall in no way affect any other covenant, condition or provision of this agreement so long as the deletion does not materially prejudice Landlord or Tenant in their respective rights and obligations contained in the valid covenants, conditions or provisions of this agreement.
19. **Effect of Agreement.** All covenants, conditions and provisions in this agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties.
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23. **Sale of Hangar and Recording of Buildings, Fixtures, and Improvement Document.**

In the event the Tenant sells, transfers, or otherwise conveys ownership of any hangar or other structures located on the leased premises, the Tenant shall, as a condition of such sale or transfer, complete and cause to be recorded a "Buildings, Fixtures, and Improvements Document" with the Sauk County Register of Deeds. This document shall include a detailed and accurate description of all buildings, fixtures, and permanent improvements associated with the hangar and situated on the leased premises as of the date of the sale or transfer.

The Tenant shall provide a copy of the recorded document to the Landlord within ten (10) business days following recordation. Failure to timely comply with this provision shall be deemed a material breach of this Lease. This requirement shall survive the sale or transfer of the hangar and shall apply to all successors-in-interest of the Tenant.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Reedsburg, Wisconsin, on the dates indicated below.

LANDLORD

CITY OF REEDSBURG

Date: _____

David Estes, Mayor

Date: _____

Jacob Crosetto, City Clerk-Treasurer

TENANT

Date: _____

David Bryant

LEASE

This Lease is by and between the City of Reedsburg, a Wisconsin municipal corporation (hereinafter "Landlord"), with its principal offices located at 134 South Locust Street, Reedsburg, Wisconsin 53959, and Bernard Jernander (hereinafter "Tenant"), 2130 Sunset Drive, Reedsburg, WI 53959.

Recitals:

The parties recite and declare:

- A. Landlord is the owner of an airport known as the Reedsburg Airport, Reedsburg, Wisconsin (hereinafter "Airport").
- B. Landlord wishes to lease to Tenant a portion of the Airport premises together with such rights and privileges as are set forth in the agreement.

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1. **Use of Airport.** Tenant is granted the use, in common with others similarly authorized, of the Airport, together with all facilities, equipment, improvements and services which have been or may hereafter be provided at or in connection with the airport from time to time including, but not limited to, the landing field and any extensions or additions, roadways, runways, aprons, taxiways, sewage and water facilities, floodlights landing lights, beacons, control tower, signals radio aids and all other conveniences for flying, landings and takeoffs.
2. **Ground Space.** Landlord grants Tenant the exclusive use of that portion of the Airport premises described as follows:

See Exhibit A for a map to the subject leased premises.

The ground space is referred to as Hanger #30.

Tenant may maintain or construct thereon a private aircraft hangar.

3. **Right of Ingress and Egress.** Tenant shall have at all times the full and free right of ingress to and egress from the premises and facilities referred to in this agreement for Tenant, his employees, customers, passengers, guests and other invitees. This right shall also extend to persons or organizations supplying materials or furnishing services to Tenant, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

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The Tenant shall provide a copy of the recorded document to the Landlord within ten (10) business days following recordation. Failure to timely comply with this provision shall be deemed a material breach of this Lease. This requirement shall survive the sale or transfer of the hangar and shall apply to all successors-in-interest of the Tenant.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Reedsburg, Wisconsin, on the dates indicated below.

LANDLORD

CITY OF REEDSBURG

Date: _____

David Estes, Mayor

Date: _____

Jacob Crosetto, City Clerk-Treasurer

TENANT

Date: _____

Bernard Jernander