

Administrative Committee

October 5, 2015

Present: Ellington, Robkin, Alt

Absent: none

Also Present: Mayor Palm, Cheryl Giese, Adm. Geick, Chief Schauf

The meeting was called to order by Ald. Robkin at noon, noting compliance with the Open Meetings law.

Moved by Alt, seconded by Ellington and carried to approve the minutes of August 31, 2015. Motion by Alt, seconded by Ellington to approve the agenda and carried unanimously.

Airport Operations: Giese gave a report of airport activities for the last month, noting that MSA has officially been contracted by the Bureau of Aeronautics for design services of the runway project; the Coolidge property acquisition has been delayed because of injuries received by Mr. Coolidge; hanger inspections were recently completed to identify property conditions.

Bidwell Lease Assignment: Mike Bidwell desires to sell his hanger to William Stoeckmann Living Trust. The hanger will be used to store aircraft owned by Mr. Stoeckmann. Moved by Alt, seconded by Ellington and carried unanimously to approve the lease assignment as requested.

Open Liquor Licenses: Attorney Reitz reviewed the proposed policy for issuing liquor licenses. The Committee agreed that the current practice of allowing a new business owner to have the first claim on a surrendered license for the same establishment will be continued.

They also discussed what the policy should be concerning issuing liquor licenses if a regular license becomes available and will not be used by a new business owner at the same premise. The proposed policy is that the available license would be offered to the holder of the oldest active reserve license, and if that person declines, then it would be offered to the holder of the second oldest active reserve license, and so on. Robkin disagreed, preferring that decisions be based upon the size of the business, giving preference to small business owners. In the end, it was decided to advance the policy language proposed.

The Committee also discussed what the policy should be concerning issuing liquor licenses when there is only one remaining reserve license available. The Committee noted that the City will gain another reserve license when the population grows by approximately 350 people. The committee rationalized that an available license is a necessary tool when trying to encourage business growth in TIDs and other growth corridors. In the end, the Committee decided that applications for the last remaining license would be reviewed by the Administrative Committee and may required Council action for issuance.

Mark Reitz was asked to prepare expanded policy language for consideration at the next meeting.

Closed Session

Moved by Ellington, seconded by Alt to convene into closed session per SS 19.81)(f) concerning financial, medical social or personal histories of specific persons which if discussed in public, would be likely to have a substantial adverse effect upon the reputation of persons referred to in the histories, problems or investigations.

The committee discussed a licensing matter. No action was taken.

Open Session

Moved by Ellington, seconded by Alt and carried unanimously to reconvene into regular session. No action was taken.

Next meeting is to be held November 2, 2015 at 12 p.m.

Moved by Ellington, seconded by Alt and carried to adjourn.

Cheryl Giese,
Clerk-Finance Director

City of Baraboo Clerk's Department
135 4th Street
Baraboo, WI 53913
608-355-2700

To: Administrative Committee
From: Cheryl M. Giese, City Clerk-Finance Director
Date: October 29, 2015 for meeting of November 2, 2015
Re: Report on Airport Activities

Growth and Development Activities: program needs and planning efforts, grant funding, current and future development of facilities, advertising and promotion.

- Runway Reconstruction Planning. No update. (Since our last meeting, the State has finalized their contract with MSA Professional Services and has officially hired them for the runway project design and reconstruction. We anticipate that they will have some preliminary work done in the next few months and then we will have another owners meeting to discuss the option of widening along with the reconstruction or simply reconstructing the existing footprint. At that point, the owners will have to decide if how the widening costs will be paid since we already know that we do not qualify for State and Federal funding.)
- Tree Trimming/Obstruction Clearing Project. No update. (FAA has decided that new flight check data is needed since discrepancies were found with identifying the tallest structure in the flight path. The new flight is scheduled for early fall. They have issued NOTAMs which assist pilots but we are working as diligently as possible to get this item resolved.)
- Property Acquisition. The Bank and the Coolidges were able to reach an agreement on the mortgage loan balance and refinancing against the 3rd parcel to be retained by Mr. Coolidge. Therefore, closing on the property is going forward as planned. Hopefully by the time of our meeting, the closing will have occurred. The other owners have been made aware of the property acquisition.

Policies and Enforcement: Promote/regulate safe and efficient use of airport including airshow and events, policy enforcement, enforcement of Rules and Regulations, collect fees and revenues, uphold Owner Assurances given to Bureau and FAA policy development.

- Drone activities. I recently attended an Aviation Conference sponsored by the Bureau of Aeronautics and one of the sessions was concerning drones. They announced that drones are expected to be the #1 selling Christmas gift this year which will only increase the drone traffic in the area. As a result, the FAA is creating public service announcements, education materials and other instructions aimed at drone users concerning flying near airports and in protected airspaces. We will offer our own public service announcements as we prepare for the increased activity.

Operations and Maintenance: Purchase small equipment, budget administration and monthly reporting, coordinate with On-site maintenance provider.

- Monthly budget report is attached.

Community Relations: Reports to Owners, liaison between owner and airport users, attend aviation conferences, develop and maintain website.

- No activity.

REVENUE/EXPENDITURE REPORT

City of Baraboo

For the Period: 1/1/2015 to 10/31/2015		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 630 - Airport	1000276							
Revenues								
Dept: 35.00000 Airport								
43220.000	Federal Transportation Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.0
43531.000	Local Transportation Aid	0.00	0.00	0.00	0.00	0.00	0.00	0.0
46330.000	Gas Sales	5,600.00	5,600.00	3,747.79	0.00	0.00	1,852.21	66.9
46340.000	Landing Fee	4,600.00	4,600.00	2,073.62	0.00	0.00	2,526.38	45.1
47300.000	Appropriations	58,263.00	58,263.00	4,100.00	0.00	0.00	54,163.00	7.0
47300.100	Appropriations- City	0.00	0.00	46,663.00	0.00	0.00	-46,663.00	0.0
48110.000	Interest on Investments	450.00	450.00	293.10	0.00	0.00	156.90	65.1
48210.000	Rents and Leases	17,488.00	17,488.00	16,230.74	657.34	0.00	1,257.26	92.8
48211.000	Ag Land Rental	10,846.00	10,846.00	10,846.00	0.00	0.00	0.00	100.0
48212.000	Hangar Lot Lease	19,361.00	19,361.00	19,228.93	0.00	0.00	132.07	99.3
48213.000	Hangar Keeper Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.0
48214.000	Hangar rental	0.00	0.00	0.00	0.00	0.00	0.00	0.0
48300.000	Sale of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.0
48400.000	Insurance Recoveries	0.00	0.00	0.00	0.00	0.00	0.00	0.0
48920.000	Refund of Prior Years Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.0
48990.000	Miscellaneous Income	200.00	200.00	143.84	0.00	0.00	56.16	71.9
49120.000	Proceeds from Notes	0.00	0.00	0.00	0.00	0.00	0.00	0.0
49300.000	Fund Balance Applied	17,500.00	35,500.00	0.00	0.00	0.00	35,500.00	0.0
Airport		134,308.00	152,308.00	103,327.02	657.34	0.00	48,980.98	67.8
Revenues								
		134,308.00	152,308.00	103,327.02	657.34	0.00	48,980.98	67.8
Expenditures								
Dept: 35.53510 Airport								
00120.000	Wages	10,364.46	10,364.46	6,245.81	137.22	0.00	4,118.65	60.3
00130.000	Social Security	792.88	792.88	463.58	9.56	0.00	329.30	58.5
00131.000	Retirement	875.80	875.80	512.12	11.25	0.00	363.68	58.5
00132.000	Health Insurance	2,902.05	2,902.05	1,250.94	51.09	0.00	1,651.11	43.1
00133.000	Life Insurance	10.00	10.00	2.69	0.00	0.00	7.31	26.9
00134.000	Income Continuation	25.00	25.00	0.00	0.00	0.00	25.00	0.0
00200.000	Contracted Services	40,178.00	40,178.00	33,350.00	3,335.00	0.00	6,828.00	83.0
00210.000	Publishing	0.00	0.00	54.19	0.00	0.00	-54.19	0.0
00215.000	Professional Services	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
00220.000	Telephone	660.00	660.00	499.48	56.77	0.00	160.52	75.7
00222.000	Electricity	7,210.00	7,210.00	4,551.19	516.47	0.00	2,658.81	63.1
00223.000	Heat	1,200.00	1,200.00	720.90	12.35	0.00	479.10	60.1
00250.000	Repair & Maint Serv-Equipment	6,500.00	6,500.00	3,116.83	865.00	0.00	3,383.17	48.0
00251.000	Fuel Station Maintenance	1,400.00	1,400.00	1,065.19	0.00	0.00	334.81	76.1
00260.000	Repair & Maint Serv-Buildings	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
00270.000	Special Services	2,200.00	2,200.00	2,000.00	0.00	0.00	200.00	90.9
00273.000	DOT Maintenance Agreement	265.00	265.00	0.00	0.00	0.00	265.00	0.0
00280.000	Repair & Maint Serv-Facilities	2,780.00	2,780.00	5,466.40	0.00	0.00	-2,686.40	196.6
00281.000	Snow Removal & Mowing	0.00	0.00	0.00	0.00	0.00	0.00	0.0
00282.000	Lighting Repairs	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	0.0
00283.000	Runway & Taxi Repairs	17,500.00	17,500.00	487.50	0.00	0.00	17,012.50	2.8
00285.000	Road Repair	0.00	0.00	0.00	0.00	0.00	0.00	0.0
00290.000	Other Contracted Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
00310.000	Office Supplies	50.00	50.00	83.54	0.00	0.00	-33.54	167.1
00320.000	Publications, Training, Dues	215.00	215.00	242.00	0.00	0.00	-27.00	112.6
00330.000	Travel	30.00	30.00	0.00	0.00	0.00	30.00	0.0
00340.000	Operating Supplies	200.00	200.00	61.73	0.00	0.00	138.27	30.9
00348.000	Gas, Diesel, Oil, Grease	4,500.00	4,500.00	1,858.12	144.98	0.00	2,641.88	41.3
00350.000	Repair & Maint Materials	1,800.00	1,800.00	2,161.11	174.35	0.00	-361.11	120.1
00360.000	Repair & Maint - Buildings	1,800.00	1,800.00	867.72	0.00	0.00	932.28	48.2
00390.000	Other Supplies & Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.0
00392.000	Small Equipment Purchase	1,000.00	1,000.00	2,655.25	0.00	0.00	-1,655.25	265.5
00510.000	Insurance	6,750.11	6,750.11	6,676.04	0.00	0.00	74.07	98.9

REVENUE/EXPENDITURE REPORT

City of Baraboo

For the Period: 1/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 630 - Airport							
1000276							
Expenditures							
Dept: 35.53510 Airport							
00530.000 Rents and Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.0
00540.000 Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	0.0
00814.000 Equipment Purchases	0.00	18,000.00	18,000.00	0.00	0.00	0.00	100.0
00816.000 Old GL # to purge	0.00	0.00	0.00	0.00	0.00	0.00	0.0
00821.000 Land or Land Improvements	0.00	0.00	0.00	0.00	0.00	0.00	0.0
00822.000 Building Improvements	0.00	0.00	0.00	0.00	0.00	0.00	0.0
00861.000 Facilities Improvements	0.00	0.00	0.00	0.00	0.00	0.00	0.0
00891.000 Equipment Replacement	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
Airport	134,308.30	152,308.30	92,392.33	5,314.04	0.00	59,915.97	60.7
Dept: 35.58120 Principal on Notes							
00610.000 Principal	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Principal on Notes	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 35.58220 Interest on Notes							
00620.000 Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Interest on Notes	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 35.59263 Transfer to Airport Capital Fd							
00900.000 Cost Reallocation	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Transfer to Airport Capital Fd	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Expenditures	134,308.30	152,308.30	92,392.33	5,314.04	0.00	59,915.97	60.7
Grand Total Net Effect:	-0.30	-0.30	10,934.69	-4,656.70	0.00	-10,934.99	

Account Line Item	Narrative Description	12/31/2014 Actual	Budget 2015	YTD 9/16/2015	EST 2015	Detail for 2016	Comments 2016	Budget 2016
AIRPORT BUDGET								
EXPENDITURES - Salaries, Wages, Fringes								
120 -- Wages	Clerk & DPW, +2%	15222.45	10,364.46	5,523.28	10,364.46	10,571.75	2%	10,571.75
130 -- Social Security .0765	7.65% of wages	1113.88	792.88	409.55	792.88	808.74	7.65% of Wages	808.74
131 -- Retirement	7.8% of wages	1278.61	875.80	452.88	875.80	893.31	7% + 1.45% of wages	893.31
132 -- Health Ins.		3191.03	2,902.05	1,191.34	2,902.05	2,960.09	28%	2,960.09
133 -- Life Ins.		6.18	10.00	2.64	10.00	10		10.00
134 -- Income Continuation		0	25.00	-	25.00	25		25.00
Total Salary Wages & Fringes		20,812	14,970.19	7,579.69	14,970.19	15,268.90	0.30	15,268.90
EXPENDITURES - Supplies and Services								
200 - Contracted Services	Contracted Maintenance (FBO) 3214.833333	39390	40,177.80	30,015.00	40,020.00	40420.2		40,420
210 - Publishing	Publishing Notices			27.61	50			
215 - Professional Services	Attorney Layout Plan/Surveying/Appraisal LUZO	520						
220 - Telephone	CenturyTel 12*158	651.77	660	442.65	666	666.12	CenturyTel 12*55.51	666
222- Electric	Airport Lighting - Electricity SRE Building Yard Light (15 *12) Town of Delton	5845.54 569.96 165 232.25	7210	3170.65 264.54 98.7	6100 700 165 245	5,846 570 165 232	based on last yer	6,813
223-Natural Gas	SRE	1272.49	1200	696.61	1200	1298		1,298
250 - R & M Equipment	Repair & Maint. Equipment Rotary broom (every other year)	7082.32	6500	2251.83	6500	7000 2500		9,500
251 - Fuel Station Maintenance	Repair, Maint and Supplies hose assembly, replace hoses	1357.18	1400	1065.19	1400	1400		1,400
260 - R & M Building & Grounds	misc landscaping replace light pole Hangar 839 repairs SRE building repairs terminal building repairs FBO hangar door repair 839 parking ramp cameras sign beacon electric shack	175.04	4500			3500 0		3,500
		1050						
		3305						

AIRPORT BUDGET Account Line Item	Narrative Description	12/31/2014 Actual	Budget 2015	YTD 9/16/2015	EST 2015	Detail for 2016	Comments 2016	Budget 2016
270 - Special Services	COB Office Equipment Charge Fire & Safety II	2055	2200	2000	2000	2000		2,200
273 - DOT maint agreement	Weather Machine Subscription	0	265		265	265		265
280 - R & M Facility	4 yd Dumpster (60*12) Septic Tank, due again in 2013-Pickett Gate/Fence Maint wiring misc Hangar 839 Terminal Building step repair	1950	2780	5466.4	5466.4	2500	300 wasn't done in 15	2,800
281 - Snow Removal Contracted	Contracted Snow Removal	0						
282 - Light Repairs	Light supplies PAPI calibration	6019.37	1100		1100	1100		1,100
283 - Runway & Taxi Repair	Pavement Crackfilling Roll Grass Runway Top Trees in 2013 city labor	283.2	17500	487.5	17000	16500	crackfill hanger roads	17,000
285 - Road Repair	Road Repair culvert repairs -- supplies				487.5	500		
290 - Advertising	Advertising / Mailings SBC (\$12/mo)							
310 - Office Supplies	Postage / Office Supplies	67.14	50	59.23	60	50		50
320 - Training	Training / Seminars-WAMA Conf WAMA membership Hotel Room Bureau Airport Manager Conf flight data mileage	348.88	215	75	75	85		215
330-Travel		92.4	30	97	97	30		30
340 - Operating Supplies	Fuel for Machinery	131.62	200	61.73	200	200		200
348 - Gas - diesel		3291.1	4500	1713.14	3500	4500		4,500
350 - Repair & Maint-Equipment		270.77	1800	1986.76	2500	1500		1,500
360 - Repair & Maint-Buildings/Grounds		1897.89	1800	867.72	867.72	1800		1,800

AIRPORT BUDGET	Account Line Item	Narrative Description	12/31/2014 Actual	Budget 2015	YTD 9/16/2015	EST 2015	Detail for 2016	Comments 2016	Budget 2016
390 - Other Supplies/Expense		Snow melt supplies (new in 2016)	95.7				2500		2,500
392 - Small Equipment		small equipment, tools, etc.	244.99	1000		0	500		500
510 - Insurance		Liability \$2950 - Ace Group-Aero Storage Tank \$1590.32 - (Johns cushion for prem adj Property, Don-Rick (see Excel/GL TAIL? Credit for Manager's rent	2939.59 1614.99 2427.1	6749.65	2589.58 1515.82 2571	6750.00	2939.59 1614.99 139.63 2427.1	Liability \$2825 - Ace Group Storage Tank \$1122.70 - (Aero) done	7,121
530 - Rents and Leases									
	Total Supplies and Services		85,421	111,837	57,594	98,685	115,378		115,378
EXPENDITURES - Capital Outlay									
821 - Land or Land Improvement		Land Improvements / Sod Rwy.							
861 - Facility Improvements		Roof on 839 Sign repainting/ refacing							
814 - Equipment Purchases		Entitlement Funds / Sponsor		18000		21000			
891 - Equipment Replacement Fund		Owner's Capital Fund Contributic	7500	7500		7500	7500	FB Applied	7,500
899 - Land Use Study		Land Use Study							
	Total Capital Outlay		7,500	18,000	18,000	28,500	7,500		7,500
Total Expenses			113,733	134,308	83,173	142,155	138,147		138,147
REVENUES - Sauk County									
47300 Appropriations fr County		County Appropriation	4100	4100	4100	4100	4100		4100
REVENUES - User Fees									
48211 Crop Lease		\$85 per acre/ acreage reduced in	10846	10846	5423	10846	10846		10846
48212 Lot Leases		Land Leases new bidwell lease/annual increase	19058	19361	19228.93	19228.93	19229	246	19475
48210 FBO Lease		Fuel sales Software Mechanic Miscellaneous	7,888 2400 7200 128.6	17488	15373.4	17488	7888 2400 7200 200		17488
48990 Miscellaneous				200	143.84	143.84	200		200
46330 Gas Sales		Gas Sales	6119.4	5600	2895.86	5600	5700		5700
46340 Landing Fees		User Fees (Landing)	5490.07	4600	2073.62	4600	5000		5000
	Total User Fee Revenues		59,130	58,095	45,139	57,907	58,709		58,709

AIRPORT BUDGET Account Line Item	12/31/2014 Actual	Budget 2015	YTD 9/16/2015	EST 2015	Detail for 2016	Comments 2016	Budget 2016
REVENUES - All Other Revenue							
48300 Sale of Assets	100						
48400 Insurance Recoveries	9977.92						
48920 Refund of Prior Yr Expense							
49300 Fund Balance Applied		17500		7500	17500	Capital Contr/LUZO	19888
Land Use Planning Grant					2388		
43531 Local Trans Aid							
43220 Federal Grants							
47300 Appropriations	52500	54163	46663	46663	55000		55000
48110 Interest Income	557.03	450	279.52	450	450		450
Total Other Revenue	63,135	72,113	46,943	54,613	75,338		75,338
Annual Revenue Total	126,365	134,308	96,181	116,620	138,147		138,147
Annual Expenditures	113,733	134,308	83,173	142,155	138,147		138,147
Estimated Surplus (Deficit)	12,632	0	13,008	-25,535	0		0
Local Share	56,600	75,763	50,763	58,263	76,600		78,988
Local Share	52,500	54,163			55,000		55,000
Baraboo-GF							

AIRPORT ON SITE MAINTENANCE SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the City of Baraboo, a Wisconsin municipal corporation existing by and under the authority of the laws of the State of Wisconsin, hereinafter referred to as the Owner, and William Murphy d/b/a Baraboo Dells Flight Center Inc. hereinafter referred to as the Contractor.

WHEREAS, the City of Baraboo co-owns and manages an airport known as the Baraboo – Wisconsin Dells Airport and Contractor is desirous of entering into a contractual arrangement to provide maintenance services to the airport.

WHEREAS, the Owner, insofar as relationships are concerned in this Agreement, shall mean the City of Baraboo and its Administrative Committee or its successors, unless otherwise specifically provided.

NOW THEREFORE, in consideration of the salary and agreements herein contained, the Contractor does hereby agree to assume responsibility for maintenance of the Baraboo – Wisconsin Dells Airport, upon the following terms and conditions:

1. It is understood and agreed that nothing in this agreement shall be construed to authorize or grant to the Contractor any exclusive right or privilege in connection with any business or activity on the airport in which the Contractor may have an interest or association.
2. The Owner does hereby agree to pay the Contractor for such management services the cash sum of **\$3368.33** per month.
3. For all purposes relating to this Agreement, the Contractor shall be considered an independent contractor, and not an employee of the City of Baraboo, or any of the other owner communities. In accordance with accepted aviation practices, Contractor is authorized to determine the methods and means by which the duties and responsibilities of this Agreement are completed. The City of Baraboo shall have no obligation to provide training for the Contractor. The Contractor, at his sole discretion, is allowed to hire employees or contractors to assist him in fulfilling his obligations under this Agreement, and Contractor shall be responsible for supervising and managing the same. So long as the Contractor fulfills his obligations under this Agreement, he shall be allowed to determine his own hours of work. Contractor shall be responsible for determining the priorities and sequence of work to be provided pursuant to this Agreement.
4. The term of this Agreement shall be for a period from January 1, 2016, to December 31, 2016, unless sooner terminated as provided in paragraph 8.
5. The City does hereby grant to the Contractor the use of the property listed on Exhibit A (maintenance equipment) for the term of this agreement. The City shall remain the sole owner of all equipment (excepting Contractor's personal effects) provided by and at the expense of the City.
6. Contractor shall provide the City with a telephone number, cellular telephone number, pager, or other means of contacting the Contractor. If Contractor will be unable to respond to an emergency for known future dates, he shall so advise the City not less than 72 hours in advance, and designate a person to act in his absence.

7. Under policy established by the Owner, the Contractor is in charge of, and is responsible for the operation and maintenance of the Baraboo – Wisconsin Dells Airport. The Contractor, as part of his duties and responsibilities, shall:
 - a. Conduct or provide for daily inspections of all airport physical properties, including runways, taxiways, lighting systems, buildings, navigational equipment, automobile parking areas and access roads; personally make or direct others to make routine repairs, replacements and improvements in a timely and efficient manner; requisition from the Owner small equipment and supplies required in daily operation and maintenance; recommend the purchase of new equipment and other expenditures exceeding \$500.00; keep a complete and accurate record of all maintenance work performed on the airport, and make such reports to the Owner as may be required at such time and in the form requested by the Owner.
 - b. Maintain in good repair all equipment provided by the Owner for use by the Contractor in performing the obligations of this agreement.
 - c. Promptly remove snow and ice from runways, taxiways, parking areas and access roads, keeping the facilities in safe and usable condition for aviation purposes, and in accordance with the airport snow removal policy;
 - d. Keep the grass mowed on the turf runway so as to be suitable for aviation purposes; move other grass on the property in accordance with the airport mowing policy;
 - e. Assist the City to determine current and potential program needs and prepare plans to fill these needs; assist to coordinate all development and improvement with the proper local, state and federal agencies, engineers, architects and other professionals, aviation organizations, and public interest groups;
 - f. Recommend to the Owner ordinances and regulations relating to the safe and efficient operation of the airport, and governing the use of the airport, including the leasing of floor space, parking, hangars and other property; assist with enforcement of all ordinances and regulations concerning the airport; provide reports to the City of issues relating to the enforcement of Airport Rules and Regulations and the need for enforcement;
 - g. Assist the City with advertising and promoting the airport;
 - h. Under direction of the City, assist to develop and maintain effective liaison with the traveling and general public, commercial and general aviation interests, agencies having control over, or interest in, certain airport activities, tenants and their employees, and all entities with an interest in the airport;
 - i. Be responsible for notifying the Federal Aviation Administration Flight Service Station promptly of all conditions affecting the safe use of the airport (NOTAM);
 - j. Provide oversight of all construction projects on the airport property;
 - k. Maintain the perimeter security fence, including the prevention of vegetation growth into the fence.
 - l. Obtain and retain in good order a commercial driver's license.

8. The Contractor for himself, his personal representatives, successors in interest, and assigns and agrees that: (1) no person on the grounds of race, color, religion, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of all airport facilities; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21; Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
9. To the fullest extent allowable by law, Contractor hereby indemnified and shall defend and hold harmless the City of Baraboo and other owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under his direction or control or on his behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is south to be imposed on the City or other owner municipalities. Contractor's indemnity and hold harmless shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Baraboo or other owner municipality, or their elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

Contractor shall reimburse the City of Baraboo and other owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Baraboo or other owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers.

10. **INSURANCE REQUIREMENTS.** Contractor shall, at his sole expense, shall provide and maintain an insurance policy as a condition of this Agreement. Such insurance policy shall consist of liability insurance with a company licensed to do business in Wisconsin in the minimum amount of \$1,000,000 per occurrence with \$100,000 bodily injury per person for all damages arising out of bodily injury or property damage concerning the above described activities and responsibilities during the entire term of this Agreement, naming the City as an additional insured. Notwithstanding any other provision, the failure to provide insurance as required by the City under this section of the Agreement constitutes immediate grounds for termination of the Agreement. All certificates of insurance shall provide for thirty (30) day notice of cancellation or material change of any policy limits or conditions.

The City of Baraboo and other owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional

insured status for liability arising out of activities performed by or on behalf of the Contractor.

For any claims related to the services performed by Contractor pursuant to this agreement, the Contractor's insurance shall be primary insurance as respected to the City of Baraboo and other owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Baraboo and other owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers shall not contribute to it.

All of the insurance used by the Contractor to satisfy these insurance requirements shall be provided on policy forms and through companies satisfactory to the City of Baraboo, and shall have a minimum A.M. Best rating of A-:VII.

Prior to execution of this Agreement, the Contractor shall file with the City of Baraboo a certificate of insurance signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative.

In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified herein.

11. Contractor shall not assign this contract or delegate any part of his duties, responsibilities or obligations under this agreement, except to employees of the Contractor, without the prior written consent of the City, such consent to be granted or denied at the City's sole discretion.
12. Contractor acknowledges that he has received a copy of the Rules and Regulations adopted by the Administrative Committee for operations at the Baraboo-Wisconsin Dells Airport, and that he is familiar with the contents and agrees to abide by such rules, and at the direction of the Committee, enforce the provisions of the ordinance in the manner contained therein.
13. In the event that the Contractor or the City fails to comply with the terms and conditions of this agreement, the City or the Contractor shall notify the other in writing of the violation of this agreement and if the violation has not been corrected or the responsible party has not commenced to diligently pursue the correction within 30 days from the date of the notice to correct the violation, this agreement may be terminated by the notifying party upon 30 days written notice.

The Contractor may immediately terminate this Contract in the event that he becomes incapacitated and unable to perform his duties as Contractor.

14. No waiver of any violation of this Contract shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in, or consent to, any further or succeeding violation of the same covenant, or as a waiver of any covenant, condition, or remedy.

15. DESTRUCTION OF PREMISES

- a. If 10% or more of the Airport shall be rendered untenable or unusable by reason of damage or destruction by fire, by the elements, or by other casualty, or if any authority having jurisdiction shall order demolition or removal of 10% or more of the Airport, the City and Contractor shall each have the right and option to terminate this contract upon written notice to the other given at any time during the 60 day period following the date of such damage or destruction, in which event neither party shall have any further obligations or liability hereunder.
 - b. If less than 10% of the Airport shall be damaged or destroyed, the City shall proceed with all reasonable dispatch and diligence to cause the Airport to be repaired, restored, or rebuilt in like form, structure and substance as same were in immediately prior to such damage or destruction.
16. If any provision of this Contract shall be determined to be void by a court of competent jurisdiction, such determination shall not effect any other provision of this Contract, and such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Contract is subject to more than one construction, one of which would render the provision valid and the other would render the provision invalid, then the construction which would render the provision valid shall control.
17. During time of War or other State or National Emergency, the Owner shall have the right to suspend this Contract, and turn over operation and control of the Airport to the State of Wisconsin and/or the United States Government.

18. CONTRACTOR OPERATING AS FBO

- a. Nothing herein shall prohibit the Contractor, its employees, officer, Contractors, agents or representatives, or any corporation, LLC or other legal entity owned or controlled by the Contractor or the Contractor's employees, officers, Contractors agents or representatives, from seeking and obtaining an FBO Lease or agreement with the Airport Owner.
- b. If however, an FBO Lease or Agreement is obtained by the Contractor, its employees, officers, Contractors, agents or representatives, or any corporation, LLC or other legal entity owned or controlled by the Contractor or the Contractor's employees, officers, Contractors agents or representatives, then the Contractor shall have the following additional duties, responsibilities, and obligations:
 - i. The Contractor shall fully, carefully and equitably enforce all FBO rules and lease provisions against all FBO's in a non-discriminatory manner.
 - ii. Whenever there is a question of conflict of interest regarding the interpretation or enforcement of an FBO rule or FBO lease provision, the Contractor shall present it to the airport manager, and if unresolved, to the City's Administrative Committee for review and determination.
 - iii. The Contractor shall not engage, directly or indirectly, in any activity which favors, or which creates the appearance of favoring, the FBO related to the Contractor over any other FBO.

iv. Third person inquiry to the Contractor regarding existence of services provided by any FBO serving the airport, shall be provided by the Contractor in a non-discriminatory way, not advertising or promoting his FBO service over that offered by another.

v. The Contractor and the FBO related to the Contractor shall obtain and use different telephone numbers and mailing addresses to conduct their respective duties.

c. Violation of the foregoing, shall be cause for immediate termination of this Contract.

19. All notices to or demands upon the City or Contractor desired or required to be given under any of the provisions of this Contract shall be in writing and any notices or demands from either party to the other shall be deemed to have been duly and sufficiently give and served if and when a copy thereof has been mailed by certified mail, return receipts requested, postage prepaid, to the following:

To the City of Baraboo:

City of Baraboo
Attn: Cheryl Giese, City Clerk
135 Fourth Street
Baraboo, WI 53913

To Contractor:

Baraboo-Dells Flight Center, Inc.
Attn: William Murphy
S3440 Hwy BD
Baraboo, WI 53913

Or to other address as either party may from time to time designate by written notice to the other.

CITY OF BARABOO

CONTRACTOR

Michael Palm, Mayor

William Murphy

Cheryl M. Giese, City Clerk-Finance Director
Airport Manager

EXHIBIT A

AIRPORT MAINTENANCE EQUIPMENT

1964 Moline Tractor
1990 Flail Mower
2002 JD Gator
2005 Holland Tractor with Attachments
Spare broom attachment
2005 Ferris Mower
Landpride Mower
Bench
Vise
Chain
Jack
Grinder
Filing cabinet
Desk and Chair
Stihl Chain Saw
Stihl weedeater
Stihl backpack blower
12/24 volt battery charger
Paint line striping machine
John Deere 25 gal spray unit for the Gator
Toro hand snow blower
Sears pressure washer
Hedge trimmer
2008 Bird Blaster hand gun with ammo
3 way hand held radios (3)
Runway markers for plowing
Spare fence and parts
Air Compressor
12-14' aluminum ladder (stored in FBO hangar)
2009 Lobby Furniture: 2 sofas, 2 chairs, coffee table, end table with lamp, corner table and chairs
DeWalt Drill
2010 60 Gallon ATV Tow Sprayer
2012 18V Reciprocating Saw
3 shelf RTA floor storage cabinet
1999 GMC Plow Truck w/Plow

City of Baraboo
Public Memorial or Facility Naming and Advertising Policy

Purpose:

The purpose of this policy is to define the process and criteria by which the City of Baraboo shall name public memorials and/or facilities. This policy will also cover banners, scoreboards and bleacher wraps whether used for honorariums or advertising.

Objectives

The success and vitality of the City depends on the contribution and support from citizens, volunteers, financial donors, community leaders and officials. The City welcomes the opportunity to honor those who have demonstrated outstanding service and enhanced the community of Baraboo.

The number of facilities owned by the City is finite. As a result, a fair and impartial policy is necessary to assure that naming a facility based on an individual, group or corporation is reserved for those most deserving and appropriate, and to recognize substantial gifts. In regard to the Library Chapter 43.58 of WI Statutes, should be followed but it is the express intent of the City Council for this policy to be uniformly follow by all City boards, committees and commissions.

This policy will provide criteria for citizen input in to the process of naming facilities, public memorials and how advertising will be handled on public property of the City. Names submitted for consideration should provide some form of individual identity in relation to the following:

1. The geographic location of the facility. This includes descriptive names.
2. The outstanding feature of the facility.
3. An adjoining subdivision, street, school, or natural feature.
4. To honor a person or group:
 - 4.1. When a major donation has been made to the City for a land or facility wherein the donor stipulates a name as being a consideration of a donation, and donation is deemed suitable for public purposes, the City Council shall have the prerogative of accepting or rejecting such an offer.
 - 4.2. An organization, business, or group for whom land or facility is to be named should meet the following criteria:
 - 4.2.1. It should not be political or religious in nature unless it has had a unique and important place in the area's history.
 - 4.2.2. It should be a local organization, business, or group, unless if a nonlocal group, it has performed some outstanding service for the area.
5. The City Council shall be the final authority for naming public property or facilities.

POLICY:

In considering the naming of a public facility, the City Council shall adhere to the following policy:

1. Naming facilities such as streets, buildings, parks and playgrounds.
 - a) A facility may be named if the City receives a gift that represents approximately 1/3 or more of the capital cost of a new or renovated facility. The City Council shall determine what qualifies as an acceptable gift.
 - b) The name of an individual may be considered only if it is determined that it is in the public interest to honor the individual or the individual's family for historical or commemorative reasons.

- c) The name of an individual shall not be given consideration unless the individual portrays a positive image and is or was associated with or made a significant contribution to the public building or facility being named or renamed or to the area in which the building, facility or street is located.
- d) Names of individuals who have made contributions in the arts, entertainment and business shall be considered along with names of individuals known for outstanding careers of public service.
- e) Names of individuals who have made significant contributions to the City of Baraboo shall be preferred over names of national figures.
- f) In the naming of parks, health centers, libraries, fire and police stations and other facilities with specific missions or functions, preference shall be given to names of individuals who have made significant contributions in occupations related to those facilities.
- g) In and of themselves, contributions of land or money for public facilities shall not be considered ample justification for naming or renaming facilities after individuals.
- h) An individual's epithet, nickname or title may be used if it would provide a more appropriate, interesting or enduring name.
- i) Full names shall not be considered unless use of an individual's last name only would render the building, facility or street unidentifiable or create confusion with other such buildings, facilities or streets.
- j) If a person, family or organization makes a significant donation (i.e. cash, property, equipment, etc.) to the City, their wishes to have the donation recognized by naming the donation or the purpose the donation was used for (i.e. property or equipment) their wishes shall be considered favorably, except in no case shall the property be named for a living person.
- k) No public street or other public property that memorializes (is named for) a person shall be renamed. Only streets or public property that have generic or geographical names may be renamed.

2. Naming a Park

- a) Naming a Park - A temporary name will be designated by the City staff for identification during acquisition and/or development of the park area or facility.
- b) Working in cooperation with the Parks and Recreation Department, individuals, groups or organizations interested in proposing a name for a new, un-named park area or facility must do so in writing. This proposal shall be presented to the Parks and Recreation Director for consideration by the Parks Commission.
- c) A written description of qualifications for the name being considered must be submitted at this time. This should include location of the facility, any outstanding features of the site, detailed biographical information of an individual being recommended for a name and a narrative explaining the justification for the naming of the facility.
- d) The Park Commission receives the request for naming and provides a recommendation of a proposed name for a facility to the City Council.
- e) The proposal and recommendation for naming a facility will be posted in the local newspaper and comments from the public are requested within 30 days of the Park Commission recommendation.
- f) Following the conclusion of the 30 day period for public comment, the recommendation and any public comments will be forwarded to the City Council for action.
- g) This policy will allow naming of park contests to be held through various means that have prior approval of the Park Commission and City Council.

3. Renaming a Park

- a) A park named for an individual should never be changed unless it is found that the individual's personal character is or was such that continued use of the name for a park would not be in the best interest of the community.
- b) Parks named for subjects, other than individuals, may be changed in name only if the current name is ineffective or inappropriate.
- c) The new name must follow the criteria allowed herein and must receive a recommendation from the Park Commission to the City Council.

4. Naming public streets.

- a) Petitions from citizens to name a public street should be submitted to the City Clerk and should follow the criteria outlined in section 1 of this policy.
- a) No public street or other public property may be named for an individual until the person has been deceased for at least one (1) year.
- b) Renaming a public street
 - 1) No public street shall be formally renamed unless the owners of two-thirds of the linear feet of the abutting property request and agree to change the name of a street. As its primary option, the City may create an honorary name on public streets such that the existing formal street name will not be changed.
 - 2) The name of a street that is located within the Original Baraboo Center shall not be changed – except for honorary memorials.
 - 3) A public street may be re-named or an honorary name created if one of the following qualifies:
 - The candidate gives an appropriate gift to the City designated for the specific street or immediate area.
 - The candidate has made a substantial and/or long-term contribution to the life and spirit of the community of Baraboo.
 - To request the renaming of a City street, by anyone other than the City, a petition signed by at least two-thirds (66.6%) percent of all property owners along the street, with a maximum of one signature per parcel, shall be submitted to the City Clerk and follow the procedures contained in Section _____. Signatures shall be obtained by the person or persons requesting the renaming.
 - Following the same procedures as noted in a) iii above, a petition of 51% of the properties on a street being considered for renaming who object to a renaming of the street will remove it from consideration by the City Council.

5. Costs

- a) All costs to purchase and install plaques or tribute markers shall be secured by the person or group nominating the candidate, unless otherwise specified by the City Council.
- b) The City Council shall have complete and sole authority to approve the size, content, location and material of plaques and tribute markers.

6. Advertising

7. This policy will apply to the majority of situations and is intended to maintain fairness and consistency. The City recognizes that there may be unique circumstances or events that may warrant a departure from this policy for the overall good of the City. The City Council shall consider such matters and shall identify any special considerations and the justification to deviate from this policy on a case-by-case basis.

Policy Established By the City of Baraboo City Council

Date: _____

**POLICY ON THE ASSIGNMENT OF VACANT
OR SURRENDERED ALCOHOL LICENSES**

The City of Baraboo shall use the following criteria and priority for the assignment of alcohol licenses that become vacant, are surrendered, or unused:

1. In circumstances in which an alcohol license is surrendered, but where the premises are sold, leased, or will otherwise be used by a new business owner, the new business owner shall have first claim upon the surrendered license, regardless of whether there are other pending applications for an alcohol license.
2. In circumstances in which an alcohol license is vacant or surrendered, and the premises will not be used by a new business owner, the following criteria shall be applied:
 - 2.1. If there are issued reserve licenses, the regular license shall be offered first to the owner of the oldest reserve license. If the license is not claimed, it shall then be offered to the next oldest reserve license, and so on, for as many reserve licenses as may be outstanding.
 - 2.2. If the City holds only one remaining license (regular or reserve), such license shall only be assigned after review by the Administrative Committee and approval of the Council.

City of Baraboo, WI
135 Fourth Street
Baraboo, WI 53913
(608) 355-2700 phone
(608) 356-9666 fax

APPLICATION FOR PARKING
SEMI-TRACTORS IN
RESIDENTIAL AREAS

FOR OFFICE USE	
Receipt #	¹⁰⁰⁻¹⁰⁻ 39139
Date	10.28.15
Permit #	_____

A \$~~200~~^{25.00} fee per vehicle must also accompany this application and is non-transferrable and non-refundable. The permit application applies only in Residential Zoning districts.

Permit Period: January 1, 2005 through December 31, 2005.

Semi Owner Name: Marten Transport

Semi Owner Address: 11992 Bucks Kn Drive In 96077
Number and Street City State Zip Code

Address Where Parked: 638 3rd Ave Baraboo WI 53913
Number and Street City State Zip Code

Property Owner Name: Nick Reinbrink

Property Owner Address: 638 3rd Ave Baraboo WI 53913
Number and Street City State Zip Code

Vehicle Seeking Permit:
1FUJGLB69CLBm 0264 Freightliner Cascadia 2011
VIN # Make Model Year

Description of Parking Location (attach diagram) 3rd ave on street
Just truck no trailer

I, the undersigned, hereby swear and affirm that in making this application I have truthfully answered all questions to the best of my knowledge and belief; that I am aware of the provisions of Municipal Code 7.09(8)(b), and agree to abide by its conditions; and I am aware that any false statement or answer on this application voids the License that may be issued based on the application.

Subscribed and sworn to before me this
_____ day of _____, 2005.

[Signature]
Signature of Applicant

Signature

Date of Application

#608-386-6770

<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
Zoning District: R-_____	Conditions: _____	Conditions: _____	_____
Building Inspector _____	Date _____	Police Chief _____	Date _____