ADMINISTRATIVE COMMITTEE AGENDA

Date and Time:	Monday, December 7, 2015, 12:00 noon
Location:	City Council Chambers, 135 4th Street, Baraboo, WI 53913
Full Paper Notices to Members:	Alds. Eugene Robkin, John Ellington, John Alt
Full Paper Notices to Others:	Mayor Palm
Paper Notice w/o Closed:	Library for Posting
Notice by E-Mail:	Administrative Committee e-mail group, Citizen Council/Committee group e-mail, Media-Committee e-mail group, Media Airport meetings e-mail group, Airport e-mail group
Notice by Fax:	Media-Committee Fax Group
Notice by Outlook Meeting:	Atty. Reitz, Adm. Geick, Chief Schauf
Citizens notices:	

1. Call to Order.
2. A. Compliance with Open Meeting Law. B. Approve minutes of November 2, 2015.
3. Approve agenda.

4. Report on Airport Operations.
   a. Monthly Report.

5. Discussion, Review and Recommendation concerning public memorial or facility naming and advertising policy.

6. Discussion, Review and Recommendation concerning prioritization of open liquor license applications.

7. Discussion, Review and Recommendation concerning changes in Chapter 9.06(3) Loud and Unnecessary Noise Prohibited to allow mowing operations at the Baraboo Country Club in the morning.

8. Discussion, Review and Recommendation concerning Farm Land Lease at Baraboo-Dells Airport with David and Wade Shaw for 2016-2020.

9. Adjourn to closed session per SS 19.85(f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. (Operator License Application)

10. Reconvene into open session per SS 19.85(2) to announce findings of closed session, if any, and consider operator license applications.

11. Member Comments.

12. Date and time of next meeting: January 4, 2016 at noon.

13. Adjournment. Eugene Robkin, Chairman

For more information about the City of Baraboo, visit our website at www.cityofbaraboo.com.

Agenda prepared by Cheryl Giese, 355-2700

Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Baraboo City Clerk at 135 4th Street or phone 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

It is possible that members of, and possibly a quorum of members of other governmental bodies of the City of Baraboo who are not members of the above committee, commission or board may be in attendance at the above stated meeting to gather information.

Administrative Committee **November 2, 2015**

Present: Ellington, Robkin, Alt
Absent: none
Also Present: Mayor Palm, Cheryl Giese, Adm. Geick, Chief Schauf, Laura Hamden-Krause

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

Moved by Ellington, seconded by Alt and carried to approve the minutes of October 5, 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 the Coolidge property acquisition was completed October 28th. The Committee heard a report that FAA will be creating drone use guidelines for hobbyist drone owners in relationship to flying near airports. The Committee questioned whether enacting a local ordinance would have any influence in protecting the airspace and requested Administrator Geick look into the matter. Also reported on was the 2016 proposed budget and an airport site maintenance agreement with Baraboo Dells Flight Center.

Facility Naming Policy: Adm Geick discussed that this item has been recommended by the Parks and Recreation Commission and creates a policy for naming facilities or allowing advertising on city property. The Committee requested that this item be placed on the next agenda for further consideration.

Open Liquor Licenses: The Committee reviewed the proposed policy language for prioritizing vacant liquor license applications. Laura Hamden-Krause who holds a reserve license, requested to know the priority of the reserve license holders and hers is in the third position. Ald. Robkin expressed concern for whether through this policy, the City is awarding value to a business (therefore compensating them) if upgraded from reserve to regular. No action on this item and it will reappear at the next meeting.

Semi-Tractor Parking Permit: The Committee reviewed Nick Steinbrink's application for parking a semi-tractor at 638 3rd Avenue owned by Marten Transport. The Police Chief and Zoning Administrator have not yet made their reports on this application. Moved by Alt, seconded by Ellington to grant the license pending favorable inspection by the Department Heads.

Next meeting is to be held December 7, 2015 at 12 p.m.

Moved by Alt, seconded by Ellington 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: December 3, 2015 for meeting of December 7, 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. Closing on the Coolidge property occurred in November. Since then, the residents have moved out of the house and Mr. Coolidge is in the process of making the connection from the well to the adjacent lot which was a condition of the sale. He has until December 11th to make the connection and after that the property will be rekeyed.

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. No action. 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 12/31/2015	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	5,464.47	0.00	0.00	135.53	97.6
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	427.13	0.00	0.00	22.87	94.9
48210.000 Rents and Leases	17,488.00	17,488.00	17,088.08	0.00	0.00	399.92	97.7
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	106,035.07	0.00	0.00	46,272.93	69.6
Revenues	134,308.00	152,308.00	106,035.07	0.00	0.00	46,272.93	69.6
Expenditures							
Dept: 35.53510 Airport							
00120.000 Wages	10,364.46	10,364.46	6,725.77	0.00	0.00	3,638.69	64.9
00130.000 Social Security	792.88	792.88	498.49	0.00	0.00	294.39	62.9
00131.000 Retirement	875.80	875.80	551.46	0.00	0.00	324.34	63.0
00132.000 Health Insurance	2,902.05	2,902.05	1,370.55	0.00	0.00	1,531.50	47.2
00133.000 Life Insurance	10.00	10.00	2.90	0.00	0.00	7.10	29.0
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	36,685.00	0.00	0.00	3,493.00	91.3
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	556.32	0.00	0.00	103.68	84.3
00222.000 Electricity	7,210.00	7,210.00	5,154.69	0.00	0.00	2,055.31	71.5
00223.000 Heat	1,200.00	1,200.00	734.06	0.00	0.00	465.94	61.2
00250.000 Repair & Maint Serv-Equipment	6,500.00	6,500.00	3,116.83	0.00	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	2,070.00	0.00	0.00	130.00	94.1
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	1,999.08	0.00	0.00	2,500.92	44.4
00350.000 Repair & Maint Materials	1,800.00	1,800.00	2,375.99	0.00	0.00	-575.99	132.0
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	7,367.98	0.00	0.00	-617.87	109.2

City of Baraboo

For the Period: 1/1/2015 to 12/31/2015	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	98,192.64	0.00	0.00	54,115.66	64.5
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	98,192.64	0.00	0.00	54,115.66	64.5
Net Effect for Airport 1000276	-0.30	-0.30	7,842.43	0.00	0.00	-7,842.73	4,143.3
Change in Fund Balance:			7,842.43				
Grand Total Net Effect:	-0.30	-0.30	7,842.43	0.00	0.00	-7,842.73	

DRAFT 3 – Subject to Change
9-26-15

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.

RESOLUTION NO. 2015- **Dated: December 22, 2015**

The City of Baraboo, Wisconsin

Background: The 5 year crop lease at the Baraboo-Dells Airport expires December 31, 2015. The present tenants have asked to renew the lease and have proposed $100 rent per acre for 132 acres. The $100 per acre offer is in line with expected crop leases when checking Ag land rent in Sauk County with the UW Extension records. The soil is very sandy and in addition, they have crop restrictions for planning low lying crops and maintaining distances from certain airport equipment. The renewal term is for another 5 years.

The tenant has satisfied requirements in the lease pertaining to maintaining soil conditions as evidenced by the Co-op agronomist.

Note: (√one) [ ] Not Required [x] Budgeted Expenditure [ ] Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the Land Lease with D & W Shaw Farms LLC for property at the Baraboo-Dells Airport is approved.

Offered by:
Motion:
Second:

Approved: _____

Attest: _____

LEASE OF FARM LAND

THIS LEASE, originally entered into this 1st day of January, 2016, by and between the City of Baraboo, hereinafter referred to as LANDLORD, and **D & W Shaw Farms, LLC** jointly and severally, hereinafter referred to as LESSEE, agree to amendments as follows:

1. **Leased Premises:** For and in consideration of the covenants and agreements herein contained, LANDLORD hereby lets, demises and leases to LESSEE, approximately 132 acres of land in the Town of Delton, Sauk County, Wisconsin, being part of the Baraboo-Wisconsin Dells Airport, as identified and shown on the attached map, more particularly described as follows:

   Land Group No. 1: 30.18 acres, more or less, being the land lying south of the grass runway and east of the main paved runway.

   Land Group No. 2: 3.71 acres, more or less, being a strip of land on the South East corner connecting to Fox Hill Road.

   Land Group No. 3: 15.05 acres, more or less, lying east of the grass runway.

   Land Group No. 4: 49.7 acres, more or less, being all of the land lying north of the grass runway.

   Land Group No. 5: 26.23 acres, more or less, being all of the lying west of parallel taxiway, north of grass strip and north of AWOS. Tenant to maintain 100' radius distance from AWOS.

   Land Group No. 6: 2.72 acres, more or less, being the acreage west of the hangar area adjacent to Hwy BD.

   Land Group No. 7: 4.4 acres, more or less, being the land lying south of the old fence line located south of the hangars.

2. **Term:** The LESSEE shall have the right to use and enjoy the above-described premises for the term commencing January 1, 2016 and ending December 31, 2020. It is intended that this Lease commence immediately after the expiration of the existing lease between the parties hereto, provided that the LESSEE has not committed any breach of the existing lease.

3. **Rent:** The LESSEE hereby agrees to pay to LANDLORD, the sum of $100.00 per acre per year, payable each year in two equal installments, with payment of the first-half due on May 1 of each year and the second-half due on October 1 of each year during the Lease, with the first payment to be made hereunder on May 1, 2016. It is recognized that the payments of rent are based upon payment when due, time being of the essence, and that late payments involve additional cost to the LANDLORD for collection and bookkeeping. Therefore, if a rental installment is paid by the LESSEE later than ten (10) days after it is due, there shall be an additional charge of One Hundred and No/100 Dollars ($100), plus the actual costs incurred by the LANDLORD in collecting said rent, including court costs, attorney's fees and legal costs.

4. **Surrender of Premises:** The LESSEE agrees that at the termination of the Lease, the LESSEE will quietly and promptly yield and surrender possession of the entire premises to the LANDLORD in as good condition as when the LESSEE took possession at the commencement of the first least dated January 1, 2016. To determine this condition, soil samples shall be taken of the fields in November, 2020, and these samples shall be analyzed to assure that the p.h. levels are as high or higher than in November, 2015, and that Phosphorus (p) and Potash (k) are at the OPTIMUM or higher level recommended for wheat and soybeans. Based upon this evaluation, the LESSEE shall be responsible to apply needed lime (to adjust ph), phosphorus, and potash to meet those levels at the LESSEE's sole expense, to return the land to good condition. Such needed lime, phosphorus, and potash shall be applied by the LESSEE by the end of December, 2020 and if the LESSEE fails to do so, the LANDLORD may promptly take steps to perform such work, and the LESSEE shall be liable for all costs and expenses incurred by the LANDLORD in performing such work, plus an administration fee which shall be equal to twenty percent (20%) of the cost of such work.

5. **Cultivation:** LESSEE agrees to cultivate said premises using good husbandry methods, and to apply fertilizers, herbicides and pesticides according to good farming practices and to hold LANDLORD harmless for the application thereof. None of the land herein shall be placed in any Federal set aside programs.

6. **Crop Location and Height:** No crops of any kind shall be grown within 125 feet of the centerline of any runway. Crops exceeding three feet in height shall neither be grown within 300 feet of the centerline of any runway, nor within 500 feet of the south end of the main paved runway, nor within any area unless agreed upon with the City of Baraboo.

7. **Weeds:** LESSEE agrees to keep said premises free from all noxious weeds and grasses, and in the event any appear on said premises, the LESSEE agrees to destroy the same and to prevent them from bearing seed and to comply with the statutes of this State as to the time and manner of destroying same.

8. **Crops Only:** The land leased herein shall be used solely for the growing of crops. No livestock, equipment, feed, storage or other materials may be placed on the premises.

9. **Termination:**

   a. The failure of the LESSEE to pay rent or any other charge when due is hereinafter called a "Rental Default". The failure of the LESSEE to comply with any other term or condition of this lease is hereafter called an "Other Default".

   b. If a Rental Default occurs, this Lease shall be terminated if the LANDLORD gives the LESSEE notice to cure such default or vacate the premises on or before a date at least five (5) days after the giving of the notice and if the LESSEE fails to pay accordingly.

   c. If Other Default occurs, this Lease shall terminate if the LANDLORD gives the LESSEE notice requiring the LESSEE to vacate the premises on or before a date at least fourteen (14) days after the giving of the notice.

   d. No act of the LANDLORD in terminating this lease or recovering possession of the premises shall discharge the LESSEE from payment of any rent due for the remainder of the term of this lease, and LESSEE shall remain liable for all such rent and all of the damages sustained by the LANDLORD on account of any Default.

   e. LESSEE shall remain liable for any deficiency of rent or damages to the premises if he abandons or vacates the premises before the expiration of any term or it this Lease is terminated for any breach, provided that the LANDLORD shall make reasonable efforts to re-rent the premises and all proceeds received therefrom shall be applied toward LESSEE's obligation. If LESSEE vacates or abandons, or if this Lease is terminated prior to the expiration of any term, the LANDLORD may enter to prepare the premises for the next LESSEE. Such entry, unless expressly stated to the contrary in writing by the LANDLORD, shall not be deemed a waiver or acceptance of the premises so as to release the LESSEE from liability under the provisions of this Lease and shall only be deemed an entry for the

purpose of mitigating damages. Attempts to mitigate damages need not be commenced until after the LESSEE actually vacates, whether or not the LANDLORD has prior notice of the LESSEE's intention to do so. Newspaper advertising shall not be required of LANDLORD to mitigate damages.

f. In the event of a breach by the LESSEE, the LESSEE shall be liable for the LANDLORD's costs and expenses, including actual attorney's fees, court costs and disbursements, incurred by the LANDLORD in enforcing this Lease.

10. **Possession:** LANDLORD warrants that it is possessed of good merchantable title to the premises and that upon performance of the terms and conditions contained herein, LESSEE shall be entitled to quietly and peacefully have, hold and enjoy the said premises for the term aforesaid. However, it is understood that the farmland leased herein surrounds an open operating airport, and therefore, nothing herein shall be construed to limit the LANDLORD's use, possession and enjoyment of said airport, and to the extent that the rights of the LANDLORD and the rights of the LESSEE should conflict, the rights of the LANDLORD in the use, possession and enjoyment of the premises shall be controlling.

11. **Access:** LANDLORD agrees to permit LESSEE access to the rented premises through LANDLORD's adjacent property at all reasonable times during the term of this Lease. LESSEE agrees to repair any damage to LANDLORD's drive or yard caused by LESSEE's use of said access. LESSEE agrees not to permit the deposit of any crops, dirt or debris upon the runways, and agrees not to place or park any equipment, supplies, or materials on the runways or within 125 feet of the centerline of any runway, nor within 500 feet of the south end of the main paved runway.

12. **Right to Enter:** LANDLORD reserves the right to enter upon said premises at all reasonable times for the purpose of inspection and making repairs and improvements as it shall deem advisable.

13. **Assignment of Contract:** This contract shall not be assignable, nor any part of the premises sublet by LESSEE without the prior written consent of the LANDLORD.

14. **Mineral and Gravel Rights:** Title to all minerals or gravel on said premises shall remain in the LANDLORD and this Lease does not convey any rights thereto.

15. **Hunting Rights:** All hunting rights and privileges are reserved to the LANDLORD and this Lease does not convey any rights thereto.

16. **Insurance:** The LESSEE shall provide and carry general liability insurance providing coverage with limits of liability of not less than $50,000 for bodily injuries or property damage as a result of any one accident. Said policy shall name the LANDLORD as an additional insured, and a copy of such policy, or certificate thereof, shall be provided to the LANDLORD. Furthermore, said policy shall contain a clause preventing termination or cancellation except upon 30 days written notice to the LANDLORD.

17. **Successful Completion of First Lease:** The commencement of the Lease shall be conditioned upon the LESSEE's compliance with all terms and conditions of the existing Lease with LANDLORD dated March 5, 2011. In the event that the LESSEE shall breach any provision of the aforesaid existing Lease, then this Lease shall not commence, and shall be immediately voidable by the LANDLORD.

18. **Land Reduction:** The LANDLORD reserves the right to remove from this Lease all or any part of the above described premises in the event that the LANDLORD determines that said premises are needed for Airport purposes. The LANDLORD shall give the LESSEE written notice of such removal at least 30 days prior to the effective date of the removal. In the event of such removal, this Lease shall continue on the unaffected land, but the rent will be proportionately adjusted. In the event there are any growing crops (except alfalfa) on the affected lands, then the LANDLORD shall pay to the LESSEE the reasonable costs and expenses incurred by the LESSEE in planting said crops.

19. **Miscellaneous Provisions:**

    a. **Liens:** This Lease shall be subject and subordinate to the lien of any mortgage now or hereinafter placed on the premises.

    b. **Laws:** The LESSEE shall obey all lawful orders, rules, laws, regulations and ordinances of all governmental authorities having jurisdiction over the premises.

    c. **Waiver of Default:** LANDLORD's waiver of any default shall not constitute a waiver of any prior or subsequent default.

    d. **Garbage:** The LESSEE is responsible for the removal of all of LESSEE's garbage from the premises.

    e. **Amendments:** This Lease shall constitute the entire agreement between the parties. Any additions, deletions or changes shall only be made with the express written consent of the LANDLORD.

f. **Notices:** All notices required herein shall be in writing. Notice to the LESSEE shall be deemed given if personally served on LESSEE or deposited in the US Mail addressed to LESSEE's home address. Notice to the LANDLORD shall be deemed given if personally serviced on the LANDLORD or sent by US Mail (certified mail, return receipt requested), addressed to LANDLORD at Baraboo City Hall, Attn: Clerk-Finance Director, 135 4th Street, Baraboo, WI 53913.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set opposite their signatures below:

CITY OF BARABOO

By: _____ Date: _____
Michael Palm, Mayor

Attest: _____ Date: _____
Cheryl M. Giese, Clerk-Finance Director

D & W SHAW FARMS, LLC

By: _____ Date: _____
David Shaw

By: _____ Date: _____
Wade Shaw

Shaw

Shaw, Wade 070 - Airport (127.61ac)

1 1 (30.18ac)

2 2 (3.71ac)

3 3 (15.05ac)

4 4 (49.70ac)

5 5 (26.23ac)

6 6 (2.72ac)

7 Added acreage 4.4acres

Total 132 acres

prepared by Co-op 2012