

RULES AND REGULATIONS
OF THE
BARABOO-WISCONSIN DELLS MUNICIPAL AIRPORT

Adopted 11-25-08

ARTICLE I: GENERAL PROVISIONS

1.01 **AUTHORITY**

These "Rules and Regulations" have been enacted by the City of Baraboo pursuant to the authority granted by the State of Wisconsin Statutes (*See Generally*, Chapter 114 Wis. Stats.) and by the Inter-Governmental Agreement entered by and among the City of Wisconsin Dells, the City of Baraboo, the Village of Lake Delton, and the Town of Delton.

1.02 **TITLE**

These collected rules and regulations should be officially known and referred to as the "Rules and Regulations of the Baraboo-Wisconsin Dells Airport." The words "Rules" "Airport Rules" or "Rules and Regulations," when used herein shall refer to this document. These Rules and Regulations replace the Minimum Standards adopted on February 22, 2006 and all previous versions.

1.03 **PURPOSE**

- (1) A purpose of this document is to codify the rules and regulations by which the City shall exercise its power and authority to operate, control, and manage the Airport, within the limitations imposed by the Inter-Governmental Agreement and by state and federal laws and regulations.
- (2) A purpose of this document to identify rules and regulations by which all persons may use and enjoy the Airport, for aeronautical activities, aeronautical services, or other purposes.
- (3) A purpose of this document is to provide rules and regulations which will allow for the establishment of a sound economic base upon which the airport may function and thrive, and which will foster and promote the continued development and growth of the airport in safe and efficient manner.
- (4) A purpose of this document to create rules and regulations to promote and protect the public health, safety, and welfare which a reliable, safe, adequate, and non-discriminatory Airport can provide.

1.04 **RULES OF INTERPRETATION**

- (1) **APPEARANCE OF ORDINANCE TEXT:** The underlined or boldfaced headings used in these Rules are inserted primarily for convenience, and are in no way to be construed as a limitation on the scope of the particular sections or subsections that they head.
- (2) **OMITTED RULES:** These Rules are not intended to address every possible subject over which the Commission may exercise jurisdiction in its management and control of the Airport. The omission of an aeronautical activity from these Rules should not be construed or interpreted to mean that the City has waived its jurisdiction over such activity or that the City has tacitly approved or disapproved of the activity.
- (3) **OMITTED SECTIONS:** Throughout these Rules, sections, subsections, paragraphs and subparagraphs may be omitted from the outline of numbers and letters found herein. These omitted items are intended to be reserved for future use, and should not reflect the existence of a defect or typographical error. In some cases, the phrase "Reserved for Future Use" may be inserted for purposes of clarification.
- (4) **LIBERAL INTERPRETATION IN FAVOR OF AIRPORT:** In their interpretation and application, the provisions of these Rules shall be held to be the minimum requirements for the

promotion of the public health, safety, morals and welfare, and shall be liberally construed in favor of the Airport and shall not be construed to be a limitation or repeal of any other power now possessed by the City.

- (5) **DUPLICATIVE REGULATIONS:** Where these Rules and other governmental laws or regulations impose requirements governing the same activities, the regulations which are more restrictive or which impose higher standards or requirements shall prevail, unless such governmental laws or regulations specifically pre-empt the rules imposed herein.
- (6) **AMBIGUITIES:** If there is any ambiguity between the text of these Rules and any caption, illustration, or table, the text shall control.

1.05 SEPARABILITY AND NON-LIABILITY

It is hereby declared to be the intention of the City that the several provisions of these Rules are separable in accordance with the following:

- (1) If any court of competent jurisdiction shall adjudge any provision of these Rules to be invalid, such judgment shall not affect any other provisions of these Rules not specifically included in said judgment.
- (2) If any court of competent jurisdiction shall adjudge invalid the application of any portion of these Rules to a particular activity, building, or structure, such judgment shall not affect the application of said provision to any other activity, building, or structure not specifically included in said judgment.
- (3) If any requirement or limitation which is attached to an authorization given under these Rules is found invalid, it shall be presumed that the authorization would not have been granted without the requirement or limitation and, therefore, said authorization shall also be invalid.

1.06 ABROGATION

It is not intended that these Rules abrogate or interfere with any constitutionally protected vested right. It is also not intended that these Rules abrogate, repeal, annul, impair, or interfere with any existing easements, covenants, deed restrictions, agreements, leases, or contracts, previously adopted or issued pursuant to law.

1.07 WORD USAGE

The interpretation of these Rules shall abide by the provisions, definitions, and rules of this Section, except where the context clearly requires otherwise, or where the result would clearly be inconsistent with the manifest intent of these Rules:

- (1) Words used or defined in one tense or form shall include other tenses and derivative forms.
- (2) Words in the singular number shall include the plural number, and words in the plural number shall include the single number.
- (3) The masculine gender shall include the feminine, and vice versa.
- (4) The words "shall," "must," and "will" are mandatory.
- (5) The words "may," "can," and "might" are permissive.

1.08 DEFINITIONS

The following words, terms, and phrases, wherever used in these Rules, shall have the meanings ascribed to them by this section, except where the context clearly requires otherwise, or where the result would clearly be inconsistent with the manifest intent of these Rules:

Aeronautical Activity: Any activity, conducted at the Airport, that involves, makes possible, or is required for the operation of aircraft, or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft

parts, parachute or ultra-light activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

Aeronautical Service: Any commercial business operation, conducted on the Airport, by the Airport itself or by a FBO, to support or service Aeronautical Activity.

Agricultural Lands: Airport real estate that is not presently needed for aeronautical activities and is available for agrarian purposes.

Aircraft Maintenance and Repair Services (FBO): Maintenance and repair work on the airframe, engine and/or accessories of aircraft by properly certified technicians. Includes the sale of aircraft parts and accessories as part of the maintenance and repair work, but not the operation of a retail store.

Aircraft Oil Services (FBO): Owning or leasing oil and lubricant storage and dispensing equipment for the purpose of purchasing oil and other lubricants at wholesale, reselling at retail to operators of itinerant aircraft and aircraft based on the Airport, and performing oil changes and lubrication services.

Aircraft Parts and Supply Sales (FBO): Retail sales of new or used aircraft parts and supplies or accessories including clothing items.

Aircraft Rental (FBO): Short Term: Renting aircraft to persons for short periods of time of 30 days or less. **Long Term:** Renting aircraft to persons for periods of time exceeding 30 days.

Aircraft Sales (FBO): New -- Retail sales of new aircraft through a franchise or licensed dealership or distributorship for an aircraft manufacturer. **Used:** Purchasing and selling of used aircraft through various methods including matching potential purchases with an aircraft (brokering), assisting in the purchase of an aircraft (consulting) or assisting in the sale (consignment) or purchasing used aircraft and marketing to potential purchasers.

Aircraft Storage (FBO): Sub-leasing hangar space to owners or operators of aircraft on a short term or long term basis, including moving and parking aircraft.

Airport: The Baraboo-Wisconsin Dells Airport and all the property, buildings, facilities and improvements as it now exists on the Airport Layout Plan or as it may hereinafter be extended, enlarged or modified.

Avionics or Instrument Repair (FBO): Maintenance and repair work on avionics, instruments and electronics by properly certified technicians. Includes the sale of aircraft parts and accessories as part of the maintenance and repair work, but does not include a retail store.

Car Rentals (FBO): Renting motor vehicles to persons arriving by aircraft, which are picked up by the customer at the Airport and primarily stored at the Airport when not rented. This does not include taxi services licensed by a municipality, or rental agencies located off the Airport when vehicles are picked up and dropped off at a location off the Airport.

Charter and Air Taxi (FBO): Unscheduled: Air transportation of persons or property to and from the Airport on an unscheduled basis at a frequency of less than 10 trips per month. **Scheduled:** Air transportation of persons or property to and from the Airport more than 10 trips per month.

Commission or Airport Commission: The City of Baraboo serves in this capacity and was granted the authority under chapter 114 Wis. Stats. by the Inter-governmental Agreement approved by the owner municipalities of Baraboo, Lake Delton, Town of Delton, and Wisconsin Dells.

Commercial Self-Service Fueling: A fueling system that enables an aircraft owner or operator to fuel the owner's/operator's aircraft from a commercial fuel pump installed for that purpose. The fueling system may or may not be attended.

County: Sauk County, Wisconsin.

Application Review Committee: Members shall be the City Clerk, Airport Manager, City Administrator, and Mayor.

FAA: The Federal Aviation Administration.

FAR: Federal Aviation Regulation.

Fixed-Base Operator (FBO): A person or entity, which has been granted a written contract by the Airport, to provide one or more aeronautical services on the Airport.

Flight Training (FBO): Teaching students to become pilots of fixed or rotary wing aircraft, including dual and solo flight training, ground school instruction, preparation for written exams and flight check rides for licenses and ratings pursued by students.

Flying Club: A noncommercial organization established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

Fueling Operations: The transport, storage, and/or dispensing of fuel into aircraft.

Fuel Sales (FBO): Owning or leasing fuel storage and pumping equipment for purchasing aircraft fuel at wholesale, reselling at retail and delivering fuel to operators of itinerant aircraft and aircraft based on the Airport.

General Aircraft Services (FBO): A wide variety of services, none of which requires FAA certification, including but not limited to: ramp assistance, towing and parking, tie-down service, tire inflation, washing, de-icing, energizer, starter and heater services, passenger loading, battery charging, human waste disposal, minor repair services that does not require a certified mechanical rating, cabin services performed on the ramp or apron.

Hangar: A building designed, constructed, and used for the storage of one or more aircraft.

Inter-Governmental Agreement: The Agreement entered by and among the City of Wisconsin Dells, the City of Baraboo, the Village of Lake Delton, and the Town of Delton, pursuant to 114.151 Wis. Stats, regarding the creation and operation of the Airport and the Commission.

Member Municipalities: The municipalities of City of Baraboo, Village of Lake Delton, Town of Delton, and City of Wisconsin Dells, which have established the Airport pursuant to 114.151 Wis. Stats. and which own the Airport.

Minimum Standards: The standards which are established by the Airport as the minimum requirements to be met as a condition of the right to conduct an aeronautical activity at the Airport, otherwise known as Rules and Regulations.

Multiple Services (FBO): An FBO providing two or more aeronautical services.

NFPA: The National Fire Protection Association.

NOTAM: Notice to Airmen.

Owners: The municipalities of City of Baraboo, Village of Lake Delton, Town of Delton, and City of Wisconsin Dells, which have established the Airport pursuant to 114.151 Wis. Stats. and which own the Airport.

Person: An individual, corporation, government or governmental subdivision, partnership, association, limited liability company, or any other legal entity recognized in Wisconsin.

Propeller Repairs (FBO): Maintenance and repair work on aircraft propellers by certified technicians. Includes the sale of propellers and parts and accessories for repair and maintenance but not the operation of a retail store.

Self-fueling: The fueling of an aircraft by its owner or by the owner's employees using the owner's equipment. Self-fueling cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. The use of a commercial self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein.

Self-service: The servicing of an aircraft (i.e., cleaning, repairing, changing the oil, washing) by the owner of the aircraft or by the owner's employees using the owner's equipment. Self-service activities cannot be contracted out to or performed by another party.

Specialized Flying Services (FBO): Air transportation for the following activities: banner towing and aerial advertising, aerial photography or surveying, power line or pipe line patrolling, fire fighting, sight seeing tours which start and end at the Airport.

Spraying Services (FBO): Use of any airport facilities for the purpose of crop dusting, seeding spraying or otherwise discharging any chemical, compound or other matter while in flight.

Through-the-fence operation: An aeronautical activity or aeronautical service, performed on land adjacent to the Airport, pursuant to written agreement with the Airport that permits direct access from the adjacent land to the Airport.

1.09 ADOPTION

- (1) All FBOs and tenants, having written agreements with the Airport prior to the adoption of these Rules, shall be allowed to continue their operations, pursuant to their respective written agreements, provided the City determines that the continued operation is in the best interests of the Airport and that the operation is not in violation of any airport assurance compliance regulations. If the FBO's or tenant's agreement requires compliance with Minimum Standards as revised from time to time, then these revised Rules and all future revisions shall be immediately effective upon adoption. If an FBO's or tenant's agreement does not have a provision for compliance with these revised Rules, then the appropriate compliance clause shall be inserted into the agreement at the termination/renewal of the present agreement, or at any agreed upon review date established in the agreement to review rate structure or terms, at the sole discretion of the Airport.

1.10 AMENDMENTS

- (1) The Administrative Committee will consider and recommend any changes to the Rules and Regulations to the Common Council.
- (2) The Common Council will hold a public hearing, with a Class 1 notice and consider the testimony of the public as well as the recommendation of the Administrative Committee.
- (3) The Common Council will make changes to the Rules and Regulations in accordance with Chapter 2 of the Baraboo Municipal Code.

ARTICLE 2: ADMINISTRATION

2.01 WISCONSIN PUBLIC RECORD LAW

- (1) Chapter 1, Subchapter IV of the Baraboo Code of Ordinances shall apply with legal custodian responsibility delegated to the Office of City Clerk.

2.02 WISCONSIN OPEN MEETING LAW

- (1) Chapter 2 of the Baraboo Code of Ordinances shall apply.

2.03 CONDUCT OF MEETINGS

- (1) Chapter 2 of the Baraboo Code of Ordinances shall apply.

2.04 AIRPORT MANAGER

- (1) The position of Airport Manager is appointed by the City of Baraboo with duties assigned as necessary. The position may be by contract or employment at the discretion of the City of Baraboo.
- (2) **POWERS.** The duties of the office are those delegated by the City of Baraboo either through a contract or by job description.

2.05 ACCOUNTS AND FINANCES

- (1) **OFFICIAL DEPOSITORIES,** The official depositories shall be the same as those designated by the City of Baraboo.
- (2) **AUTHORIZED SIGNATURES.** The Mayor, City Clerk and City Treasurer are authorized.
- (3) **GENERALLY ACCEPTED ACCOUNTING PRACTICES, AUDITS AND BUDGETING.** Chapter 3 of the Baraboo Municipal Code shall apply.

2.06 ETHICAL STANDARDS

- (1) Chapter 1, Sub-Chapter 5 of the Baraboo Code of Ordinances shall apply.

ARTICLE 3: AIRPORT LAYOUT PLAN

To be completed at a later date.

ARTICLE 4: LOT LEASES

4.01 LEASES REQUIRED.

A standardized lease document shall be approved by the Baraboo Common Council and shall remain in effect until superseded. No deviations from the standard lease language shall be permitted without the express, written consent of the Common Council. A lot lease is required for every hangar, or reserved or exclusive ground surface use by anyone on the grounds.

4.02 APPLICATIONS.

An application for a lot lease shall be in writing on forms provided by the City.

4.03 FEES.

Costs specifically associated with making a lot available for lease shall be charged back to the lessor. Examples of these types of costs are relocation of facilities or obstacles, surveying, electric pedestal or other utilities.

4.04 ACTION ON APPLICATION.

Applications shall be reviewed for completeness by the Airport Manager and forwarded to the City Clerk. The City Clerk shall organize an Application Review meeting with the applicant, Airport Manager and appropriate City officials.

4.05 STANDARD OF REVIEW.

The Application Review Committee which shall consist of the Airport Manager, City Clerk, City Administrator, and Mayor shall review the application with the applicant. The Application Review Committee shall make a recommendation on the application and notify the applicant in writing of their decision, including any follow-up actions required by the applicant.

4.06 DECISION ON APPLICATION

The Application Review Committee shall decide all applications. The Mayor and City Clerk are authorized to approve lease agreements except that any deviations from the standard lease language must be approved by the Common Council.

4.07 CONSTRUCTION STANDARDS AND SETBACK REQUIREMENTS.

The front yard setback shall be no less than 10' from the lot line and building shall align with other hangars on the same side of the street. The side yard and rear setbacks shall be no less than 10' from any uses of property above the ground. An exception may be granted on any side or rear yard that is adjacent to the chain link security fence in cases where the building serves as the fence and on the condition that there are no doors or windows on the wall of the building serving as the fence.

4.08 STANDARDS FOR MAINTENANCE

All facilities on leased property must be maintained according to the following standards and will be inspected for compliance with these standards prior to any lot lease renewal, extension or assignment:

Appearance: Facilities must be maintained free of significant structural damage, dents, rust. Facilities must be in good repair, consistent with good business practices, and in a manner to preserve and protect the general appearance and value of other premises in the immediate vicinity.

Landscaping: All landscaping shall be at grade, neatly trimmed and maintained and shall not interfere with passing aircraft. All landscaping shall be behind the required setback. Use of gravel, bark or other loose material is prohibited in an effort to prevent interference with aircraft moving parts. All driving areas shall be covered with a hard surface (asphalt or concrete is preferred).

Lawns: All unpaved areas shall be seeded with grass and mowed at regular intervals. The lessee shall remove and prevent the spread of noxious weeds.

Outdoor lighting: Outdoor lighting shall be configured so that illumination at the lot line does not exceed 1.0 foot-candles and shall not be a distraction for planes landing or taking off, and shall meet FAA airport standards.

Outdoor storage: Outdoor storage is not allowed.

Signage: The Town of Delton's sign ordinance shall be complied with unless further restricted by these Rules and Regulations. Only signs related to aviation business, services or activities are allowed.

Commercial Operations: Only wall signs or vehicle signs shall be permitted.

Private Hangars: Only wall signs identifying owner and/or address shall be permitted.

Temporary Signs: May be affixed to fence or other airport property only upon permission by Airport Manager.

Snow Removal: Snow accumulated on leased lands must be maintained and stored on leased lands unless another area has been designated by the Airport Manager.

4.09 TREES AND LANDSCAPING

No trees or tree planting shall be allowed on leased lands. Low level landscaping and shrubbery are allowed, but must be maintained by the lessee. All plantings must be inside the setback area described in 4.07.

ARTICLE 5: GENERAL RULES FOR ALL AIRPORT USERS

5.01 THROUGH THE FENCE OPERATIONS

Through-the-fence operations are not permitted at the Airport.

5.02 USE OF MOTOR VEHICLES

The use of motor vehicles on the apron, taxiways and runways is prohibited unless the vehicle or driver is equipped with communication equipment sufficient to monitor aircraft using the same facilities. The Airport Manager may grant temporary permission to anyone with legitimate reasons, to operate motor vehicles on the apron, taxiways and runways and shall equip them with a portable radio.

ARTICLE 6: FIXED BASE OPERATORS

6.01 PURPOSE

The purpose of this Article is to establish the procedures and requirements for those persons wishing to provide commercial aeronautical services at the Airport. In addition to the purposes stated in section 1.03 above, these rules are intended to promote safety in all Airport activities, to protect Airport users from unlicensed and unauthorized products and services, to maintain and enhance the availability of adequate services for all Airport users, to promote the orderly development of the Airport, and to ensure the efficiency and financial integrity of Airport operations.

6.02 CONTRACT REQUIRED

No person may conduct any aeronautical service at the Airport without permission from the City in the form of a written contract entered pursuant to the following rules and procedures.

6.03 APPLICATIONS

A person wishing to become an FBO at the Airport shall submit a written application to the City. The application materials and any subsequent documentation provided to the City are subject to the Wisconsin Open Records Law. The written application shall contain the following:

1. The name, address, and phone numbers of the applicant.
2. The name, address, and phone numbers of all persons who currently own and who are expected to own an interest in the applicant's proposed aeronautical service business. If a corporation is the applicant, this information shall be provided regarding each officer and director. If a limited liability company (LLC) is the applicant, this information shall be provided regarding each member and manager of the LLC.
3. The name, address, and phone numbers of all persons who currently manage and who are expected to manage any part of the applicant's proposed aeronautical service business.
4. A description of the aeronautical service(s) proposed to be operated by the applicant at the Airport.
5. A list of the licenses and ratings which the FBO intends to have, and a list of the FBO's employees who will hold the licenses and ratings.
6. A statement of the education, experience, training and other qualifications of the proposed FBO and the proposed FBO's employees to conduct the proposed services.
7. A business plan for the proposed business, and such additional financial information from the proposed owner(s) as the City deems necessary for it to make a judgment on the financial ability of the business to build the proposed facilities, to conduct the proposed operations and to comply with Airport rules.
8. A listing of assets currently owned or leased for the applicant's proposed aeronautical service business, and a listing of the assets which will be owned or leased for the applicant's proposed aeronautical service business.
9. Written authorization for a complete law enforcement background check for the owner. After review of the information provided in response to paragraphs 2 and 3 above, additional reports and/or authorizations for additional persons may be requested by the City.
10. A written authorization from the owner authorizing the release of information to the City regarding the owner from the FAA, and from aviation or aeronautics commissions, administrators, and departments of all states in which the owner has engaged in any aeronautical service business. The owner will execute such forms, releases, or discharges as may be required by those agencies. After review of the information provided in response to paragraphs 2 and 3 above, additional authorizations for additional persons may be requested by the City.

11. Preliminary plans and specifications for any improvements which the applicant intends to make on the Airport as part of the activity for which approval is sought.
12. Proof that the applicant is able to acquire the types and levels of insurance coverage which will be required for the applicant's proposed aeronautical service business.
13. Such other information as the City may require.

6.04 FEES

- (1) All applicants shall pay a non-refundable application fee which shall be established by resolution of the City.
- (2) A double fee shall be charged by the Clerk if the applicant commences aeronautical activities before a permit is applied for and issued. Such double fee shall not release the applicant from full compliance with these Rules nor from prosecution for violation of these Rules.
- (3) All applicants shall reimburse the City for costs incurred (if any) on outside consultants hired to review and evaluate the application. Before hiring a consultant, the City may require the applicant to pay a deposit to cover the expected costs of the consultant.
- (4) The City may delay any and all action on an application until such time as all fees required hereunder have been paid. An application is not considered "complete" and ready for consideration until all fees have been paid.

6.05 ACTION ON APPLICATIONS

- (1) **Initial Review of Application:** The Clerk, or designee, shall determine whether the application fulfills the requirements of section 6.03 and 6.04 above. If the Clerk determines that the application does not fulfill the requirements, the Clerk shall return the application to the Applicant with a brief statement identifying how the application is inadequate. If the Clerk determines that the application fulfills the requirements the Clerk shall forward the application for further action.
- (2) **Referral to City:** Upon receipt of a complete application, the Clerk shall forward a copy of the application to the Application Review Committee and organize a meeting of same.
- (3) **Meeting:** The Application Review Committee shall review the application for the purpose of determining what additional information, if any, the Committee would like to receive from the applicant, staff, and/or outside consultants. The Application Review Committee shall make a formal recommendation to the Administrative Committee.
- (4) **Formal Recommendation:** After due consideration of the following standards of review and after considering the recommendation of the Application Review Committee, the Administrative Committee shall recommend to the Common Council, one of the following within a reasonable timeframe.
 - (a) to approve tentatively the application as originally proposed; or
 - (b) to approve tentatively the application with such modifications and conditions as the Committee deems necessary and appropriate after consideration of the standards of review, and the input from the Application Review Committee, outside experts, its own members, the public, and/or any other source; or
 - (c) to deny the application.
- (5) **Formal Decision:** The Common Council shall consider the recommendation of the Administration Committee and issue a final decision within a reasonable timeframe.

6.06 STANDARD OF REVIEW:

The following issues shall be considered by the Administrative Committee in making its recommendation to approve, to approve with conditions, or to disapprove an application:

- (1) Whether the proposed aeronautical service is in harmony with the purposes, goals, and objectives of the Airport.
- (2) Whether the proposed aeronautical service will cause a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of implementation of the Airport's development plans.
- (3) Whether the proposed aeronautical service will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities, or other public services provided by the Airport.

- (4) Whether the potential public benefits of the proposed aeronautical service outweigh any and all potential adverse impacts of the proposed aeronautical service, after taking into consideration the Applicant's proposal, including the Applicant's suggestions to ameliorate any adverse impacts.
- (5) Whether the applicant's proposed aeronautical service operation will create a safety hazard on the Airport.
- (6) Whether the granting of the application will require the expenditure of Airport funds, labor, and/or materials which the Airport determines to be unreasonable or unavailable.
- (7) Whether the proposed aeronautical service is likely to result in a financial loss or economic hardship to the Airport.
- (8) Whether there is appropriate and adequate space available on the Airport to accommodate all of the aeronautical service(s) proposed by the applicant.
- (9) Whether the proposed aeronautical service complies with the approved Airport Layout Plan and all other plans for Airport expansion.
- (10) Whether the proposed aeronautical service will result in a congestion of aircraft or buildings, or will unduly or unfairly interfere with the operations of any present FBO on the Airport, by creating problems with aircraft traffic, noise, or access to all FBO's.
- (11) Whether an applicant, owner, and manager have sufficient aeronautical and business background, experience, and capability to perform the aeronautical service business proposed by the applicant.
- (12) Whether an applicant, owner or manager has sufficient financial resources to build the proposed facilities, to conduct the proposed aeronautical services, and to fulfill its obligations to the Airport.
- (13) Whether the applicant has the ability to acquire the levels and types of insurance required.
- (14) Whether an applicant, owner or manager has supplied false information, has misrepresented (by act or omission) any material fact in the application, in supporting documents, or in information presented to the Committee.
- (15) Whether an applicant, owner or manager has a record of violating this Airport's rules, or the rules of any other airport, or any state or federal aviation regulations.
- (16) Whether an applicant, owner or manager has defaulted in the performance of any lease or other agreement with this Airport or any other airport.
- (17) Whether the applicant, owner or manager is either (i) subject to a pending criminal charge, or (ii) has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relates to one or more of the aeronautical services which the applicant proposes to conduct (provided that the City shall comply with the requirements of Wisconsin's Fair Employment Act, section 111.321 Wis. Stats. et seq).

6.07 DECISION ON APPLICATIONS

- (1) **DENIAL:** If the Common Council denies the application, the Clerk shall inform the applicant of the reasons for such denial, which shall conclude the matter.
- (2) **APPROVAL:** If the Council approves (with or without conditions) the application, such approval shall be tentative and shall not become binding and effective until a formal contract between the City and the applicant has been executed by the parties.
- (3) **CONDITIONS:** The Council may impose such additional terms and conditions upon the granting of any application as the Council, in its sole discretion, deems reasonable and necessary to fulfill the purposes of these Rules and the City's responsibilities. These Rules recognize that every FBO application will present issues which are different from other applications and, therefore, may require additional terms and conditions. It is further recognized that these Rules do not, and can not, address each and every possible issue which an application may raise, and so the power to impose conditions provides the City with the flexibility needed to respond to issues which have not been addressed herein.

6.08 WRITTEN CONTRACT

- (1) **REQUIRED:** No FBO is permitted to operate on the Airport until the FBO and the City have entered into a written contract. If the Common Council approves the application (with or without conditions), the City shall draft and present to the applicant a written contract.
- (2) **FLEXIBILITY:** Nothing herein shall prevent or limit the parties' rights to negotiate the terms and conditions of the FBO contract, provided however, that the nature and extent of the applicant's proposed business shall not be materially modified by contract without re-initiation of the application process.

- (3) **MANDATORY CONTRACT TERMS:** The following contract terms, in the most-current form of such clauses, shall be included in each FBO contract:
- (a) **Premises to be Operated for Use and Benefit of Public:** The FBO shall operate the premises leased from the City for the use and benefit of the public:
 - 1. To furnish good, prompt, and efficient service adequate to meet all the demands for its service at the Airport; and
 - 2. To furnish said service on a fair, equal, and nondiscriminatory basis to all users thereof; and
 - 3. To charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service, provided that the FBO may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
 - (b) **Non-Discrimination:** The FBO, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, shall covenant and agree (1) that no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishings of services, thereon, no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the FBO shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle 1, 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.
 - (c) **Aircraft Service by Owner or Operator of Aircraft:** It shall be clearly understood by the FBO that no right or privilege will be granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
 - (d) **Non-Exclusive Rights:** Nothing in the contract shall be construed to grant or authorize the granting of an exclusive right to the FBO.
 - (e) **Airport Development:** The City shall reserve the right, but shall not be obligated, to develop or improve the landing areas and other portions of the Airport as it sees fit, regardless of the desires or views of the FBO, and without interference or hindrance. If any such development or improvement requires a change in the location of the site leased to the FBO, the Commission shall have the unilateral right to relocate the FBO to a new site at the Airport, and will move all buildings or provide similar facilities for the FBO at no cost to the FBO, or shall purchase from the FBO its building(s) and/or structures at fair market value as determined in the land lease.
 - (f) **Airport Maintenance and Repair:** The City shall reserve the right, but shall not be obligated, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the FBO in this regard.
 - (g) **War, National Emergency, Riot, or Natural Disaster:** During time of war, national emergency, riot or natural disaster, the City shall have the right to lease the entire Airport or any part thereof, to the United States or State of Wisconsin for military or National Guard use, and in such event, the provisions of the FBO Agreement, insofar as they are inconsistent with the provisions of any lease to any such unit of government, shall be suspended for the term of such government lease.
 - (h) **Aerial Approaches and Transitions:** The City shall reserve the right to take any action it considers necessary to protect the aerial approaches and transition surfaces of the Airport against obstruction, together with the right to prevent the FBO from erecting any building or other structure on the Airport, which, in the sole discretion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - (i) **Subordination:** The agreement shall be subordinate to the provisions of any existing or future agreement between the Airport and the United States Government, relative to the operation or maintenance of the Airport, the execution of which has been, or may be

required as a condition precedent to the expenditure of state or federal funds for the development of the Airport.

- (j) **Access to Premises:** To the extent necessary to protect the rights and interests of the Airport, or to investigate compliance with the terms of this agreement, the City and/or the Airport Manager or their designee, shall have the right to inspect the leased premises, including all buildings, structures, and improvements erected thereon, upon a 24 hour notice, except for in cases of emergencies.
- (k) **Unrestricted Right of Flight:** The Airport shall reserve, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the leased premises conveyed to the FBO, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.
- (l) **Insurance:** The FBO shall obtain and maintain insurance in the amounts required by Appendix 1, and such additional amounts as the City may conditionally require. The FBO shall include the City of Baraboo as an additional insured on all required insurance. Certificates of Insurance evidencing the required insurance shall be filed with the City Clerk, and upon request, certified copies of the required insurance policies shall also be filed. The Certificates of Insurance and all such policies shall contain a provision that coverage will not be cancelled or non-renewed during the term of the agreement unless thirty (30) days advance notice in writing has been given to the City in a manner specified in the agreement.
- (m) **Assignment:** Assignment of the FBO contract shall be prohibited, except with the prior written consent of the Common Council.
- (n) **Audit:** The City shall be authorized, at all reasonable times, to audit the books of the FBO to enable the City to verify the amount of fees due or to verify all other conditions of the FBO Agreement. It is expected that such audits will be on an annual basis; however, the City reserves the right to conduct the audit at any time. The FBO shall fully cooperate regarding the audit.
- (o) **Term:** The agreement shall be for a set term of months and/or years, with due consideration of the applicant's financial investment and the needs of the applicant to amortize the leasehold improvements which the applicant expects to make at the Airport.
- (p) **Ownership Changes:** Any changes in the ownership or management of the FBO shall require review and approval by the Common Council.
- (q) **Construction:** Any and all construction of structures and buildings by the FBO shall be in accordance with these Rules.
- (r) **FAA Certificates:** Any and all FAA certificates, permits, licenses and/or ratings issued to and required of an FBO shall be maintained, and if any should be suspended, limited, or terminated, for any reason, the FBO shall notify the Airport within 5 days of such event.
- (s) **Fees:** The FBO shall comply with all fee schedules.
- (t) **Security Plan:** The FBO shall comply with the Airport's Security Plan, and all amendments thereto.
- (u) **Environmental:** The FBO shall comply with all federal, state and local environmental rules and regulations.
- (v) **Effect on other Permits:** Nothing herein shall be construed as a waiver or grant of any other licenses or permits (local, state, or federal) which may apply to the aeronautical service which the City has approved. Such other licenses or permits remain the responsibility of the applicant.
- (w) **Time Limits on Development of FBO:** The applicant shall commence FBO operations on the Airport within 60 days of execution of the contract, unless another date is stated in the contract. Failure to initiate FBO operations within this time period shall automatically constitute revocation of the approval and termination of the contract. Nothing herein shall prevent the applicant from requesting an extension of this time period. Said request shall require formal approval by the City and shall be based upon a showing of good cause.

6.09 MINIMUM REQUIREMENTS FOR AERONAUTICAL SERVICES

The following requirements are the minimum requirements which an FBO providing aeronautical services must fulfill and maintain:

(1) ALL OPERATORS

- (a) **Description of Service:** FBO shall make an application as described in 6.03 and provide a description of services to be provided and shall prepare a detailed proposal covering all categories of Appendix 2. Description shall identify services provided by FBO and employees and shall identify all services to be provided by contractors.
- (b) **Detailed Proposal Items:**
1. **Airport Space:** Statement describing square feet of ground space, which in the proposer's opinion, provides an appropriate location and sufficient space, to provide as needed:
 - a. A building to house FBO activities and services offered.
 - b. Parking spaces of 1.5 times the number of expected FBO and employees plus for Charter or sightseeing tours an additional 1 space per every two passengers per trip.
 - c. An apron to provide for aircraft movement from the FBO's building to the Airport's taxiway; and
 - d. A paved walkway within the leased area to accommodate pedestrian traffic to the FBO's office.
 - e. For helicopters, a marked landing pad and pedestrian walkway, at a site approved by the Airport Manager, away from the normal flow of fixed-wing aircraft and occasional helicopters using the Airport.
 2. **Buildings:** The FBO shall provide a description and plans concerning leasing or erecting a building and shall include:
 - a. Description and foot print of square feet of floor space to house FBO operations including shop, repair areas, staging area, storage and classroom.
 - b. Description of square feet of floor space for an office, which shall be properly heated and lighted.
 - c. Description of public areas including retail sales and bathroom facilities.
 - d. Review of and adherence to Airport Security Plan.
 3. **Equipment:** List of vehicles, aircraft, equipment or tools that the FBO shall have available or on call and whether the FBO owns or leases the equipment. For retail sales: include example list of items to be sold, fuel grades, etc.
 4. **Personnel: Number of employees and proposed work shift schedule** that the FBO shall have in his employ, and on duty during the appropriate business hours, including expertise and education of personnel. The Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations in the leased area with the authorization to represent and act for and on behalf of the Operator.
 5. **Hours of operation:** The FBO shall provide a schedule for hours of operation and make provision for someone to be in attendance on the premises at all times during the operating hours
 6. **Insurance:** Operator shall provide a statement of intentions to comply with the insurance requirements identified in Appendix 1.
 7. **Warranty Service:** The FBO shall provide statement of guarantee and warranty arrangements and warranty period for all services provided.
 8. **Environmental:** Statement of how the FBO shall lawfully handle, store, and dispose away from the Airport, all solid waste, regulated waste, and other materials including (but not limited to) used oil, solvents, and other regulated waste.

9. **Customer controls: Statement of intentions** to employ such personnel, erect such signs and fences, and install such other safety features as the City deems necessary for the management and control of customers (i.e. tourists and children) who may not be familiar with the operations of a small airport and who may not appreciate the dangers associated therewith.

6.10 **FBO SUB-LEASING OR SUB-CONTRACTING**

- (1) **APPROVAL REQUIRED:** No FBO may sub-lease or sub-contract all or any part of an aeronautical service provided by the FBO, except with the prior express written consent of the City of Baraboo.
- (2) **PROCEDURE:** An FBO wishing to sub-lease or sub-contract all or any part of an aeronautical service shall file an application, pursuant to section 6.09 above, and shall follow the entire procedure above for approval.
- (3) **CONTRACT:** The FBO and the Sub-FBO shall enter into a written contract, which must be approved by the City which must incorporate all of the FBO's obligations under these Rules and the existing agreement with the FBO.
- (4) **MINIMUM REQUIREMENTS:** The Sub-FBO shall be required to meet conditions as the City may require. However, the City may allow the FBO and Sub-FBO to jointly satisfy certain minimum requirements, in the City's sole discretion.

6.11 **TERMINATION OF FBO**

If an FBO (i) violates the terms of its contract, or (ii) violates any rules or regulations of the Airport, or (iii) violates any state or federal rules or regulations, the FBO may be subject to termination by the City. The City shall serve the FBO with notice of the alleged violation(s), and shall schedule an evidentiary hearing, at least 10 days thereafter, at which the City and the FBO may present evidence regarding the alleged violations. At the hearing, the FBO may be represented by an attorney, may present evidence, and may present witnesses, and may cross-examine other witnesses. The City shall render a decision regarding whether the FBO has failed to operate, and whether the FBO should be terminated as a result of such failure.

6.12 **CHANGE OF OWNERSHIP**

An FBO contract can not be sold, transferred, or assigned without approval of the City of Baraboo. Any person wishing to acquire an existing FBO business shall submit a new application and comply with the procedure herein.

ARTICLE 7: AIRPORT SECURITY PLAN

7.01 **COMPLIANCE:**

All operators, land lessees, or tenants of the airport must comply with the requirements of the Airport Security Plan adopted on February 22, 2006 and as from time to time, may be amended.

7.02 **GATE ACCESS**

Access to the secured area is provided through an automatic gate located on Volz Boulevard. All operators, land lessees, tenants and other users with a legitimate need to access the secured area are eligible to apply for the automatic gate KEY CODE. Each user who desires access to the secured area must submit a "Security Clearance Request" form to the airport manager for approval. The airport manager will review each "Security Clearance Request" form to determine eligibility and either approve or deny the request. Once approved, the applicant will receive the KEY CODE via certified mail/return receipt requested. All future changes to the KEY CODE will be distributed to each approved applicant in the same manner. If an applicant is denied access to the secured area by the

Airport Manager, they may appeal the decision by requesting that the Administrative Committee review the clearance request. The Administrative Committee shall make the final decision whether to grant or deny access to the secured area.”

ARTICLE 8: AIRPORT MAINTENANCE

8.01 LAWN MAINTENANCE

Grounds maintenance shall be performed under the direction of the City of Baraboo. Mowing along the runways and taxiways shall be performed so as to keep the grass low so as to prevent nesting of birds or other animals. Other areas shall be mowed at lesser intervals with the primary intention to prevent rank growth and the spread of noxious weeds.

Leased lands shall be maintained at the expense of the lessee. The Airport’s equipment and/or personnel shall not perform grounds maintenance on any leased lands.

8.02 SNOW REMOVAL

Plowing operations usually begin after snow accumulation reaches two inches. In general, plowing begins at 6:00 A.M. and goes until the runways are clear usually 24 hours if a second pass is not necessary. Operations may begin earlier if exceptional conditions (speed of accumulation, extreme cold, or drifting) are anticipated. The decision to plow is made by Airport Management. Management is responsible for coordinating the plowing workers, including calling outside resources.

Weather forecasts will be consulted during regular work hours so plowing workers can be notified to the possibility of plowing operations later that evening.

The plowing crew consists of 1 worker and additional outside resources as needed.

- Airport Management will determine what additional resources and equipment are necessary to have the airport operational within 24 hours after the storm.
- Plowing will be in order of importance; Runways, taxi ways, ramp, parking areas, and streets.
- Any damage done as a result of plowing to lights etc. will be repaired as quickly as possible.

Leased lands shall be cleared at the expense of the lessee. The Airport’s equipment and/or personnel shall not perform snow removal on any leased lands.

8.03 BUILDING MAINTENANCE

Building maintenance for the terminal building shall be performed under the direction of the City of Baraboo. Building maintenance for buildings on leased lands shall be performed at the expense of the lessee. The Airport’s equipment and/or personnel shall not perform building maintenance for any structure on any leased lands.

ARTICLE 9: ENFORCEMENT AND PENALTIES

9.01 PENALTY PROVISIONS

Violation of these rules may result in the issuance of a citation by the City of Baraboo, subject to the penalties of §25.04, Ordinances. Each violation and each day a violation continues or occurs shall constitute a separate offence. Nothing in these Rules shall preclude the City from maintaining any appropriate court action to prevent or remove a violation of any provision of the Rules.

APPENDIX 1
MINIMUM INSURANCE POLICY LIMITS

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GENERAL INSURANCE REQUIREMENTS

Each hangar land lease lessee shall provide and maintain an insurance policy as a condition of the lease. Such insurance policy shall consist of premises 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 premises during the entire term of this lease naming Lessor as an additional insured. Additionally, Lessee shall provide Lessor with a certificate of insurance or a copy of the insurance policy naming the Lessor as an additional insured. Notwithstanding any other provision, the failure to provide insurance as required by Lessor under this section of the lease constitutes immediate grounds for termination of the Lease. Each commercial airport operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business to be conducted:

- (a) Commercial General Liability insurance in the minimum amount of \$1,000,000 Combined Single Limit per occurrence and \$1,000,000 annual aggregate. No bodily injury per person or property damage sub-limits are allowed. Such insurance shall contain contractual liability insurance covering applicable leases, licenses, permits, or agreements.
- (b) Hangar Keeper's liability insurance in the minimum amount of \$100,000 any one aircraft and \$300,000 any one occurrence, or more as values require.
- (c) Products-completed operations liability insurance in the amount of at least \$1,000,000 Combined Single Limit per occurrence and in the aggregate. No bodily injury per person or property damage sub-limits are allowed.
- (d) Commercial/business automobile liability insurance for all owned, non-owned and hired vehicles assigned to or used in performance of commercial aeronautical activities in the amount of a least \$1,000,000 Combined Single Limit per occurrence. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.
- (e) Worker's compensation insurance as required by law and employers liability insurance in the minimum amounts of \$100,000 per accident, \$100,000 disease per person, \$500,000 disease policy limit.
- (f) Aircraft liability insurance in the amount of at least \$1,000,000 Combined Single limit per occurrence single limit Bodily Injury and Property Damage Liability with \$100,000 per passenger for bodily injury.
- (g) If applicable, Lessee shall maintain Environmental Impairment Liability coverage for any underground or aboveground fuel storage facility, tank, underground or aboveground piping, ancillary equipment, containment system or structure used, controlled, constructed or maintained by Lessee in the minimum amount of \$1,000,000 and each Incident, \$1,000,000 Aggregate. The policy shall cover on-site and off-site third party bodily injury and property damage including expenses for defense, corrective action for storage tank releases and tank clean-up for storage tank releases.
- (h) All insurance policies cited herein shall contain a waiver of subrogation rights endorsement with respect to the city unless policies provide no contractual liability coverage.

ADDITIONAL INSURANCE REQUIRED BY CITY'S RISK MANAGEMENT DIRECTOR.

In addition to the types and amounts of insurance required, each commercial airport operator shall at all times maintain such other insurance as the city's risk management director may reasonably determine to be necessary for such commercial airport operator's activities.

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FORM; ACCEPTANCE BY CITY.

All insurance shall be in a form and from an insurance company with an A.M.Best's financial rating of at least A-VII. All policies, except worker's compensation policy, shall name the city and its elected or appointed officials, officer's, representatives, directors, commissioners, agents and employees as "Additional Insureds," and the commercial airport operator shall furnish certificate of insurances evidencing the required coverage cited herein prior to engaging in any commercial aeronautical activities. Such certificates shall provide for unequivocal thirty (30) day notice of cancellation or material change of any policy limits or conditions.

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APPENDIX 2
MINIMUM REQUIREMENTS FOR AN FBO BUSINESS PLAN

1. All services that will be offered.
2. Amount of land desired to lease.
3. Building space that will be constructed or leased.
4. Number of aircraft that will be provided.
5. Equipment and special tooling to be provided.
6. Number of persons to be employed.
7. Short resume for each of the owners and financial backers.
8. Short resume of the manager of the business (if different from 7 above) including this person's education, experience and background in managing a business of this nature.
9. Periods (days and hours) of proposed operation.
10. Amounts and types of insurance coverage to be maintained.
11. Evidence of the income projections for the first year and the succeeding 4 years. Include projections for added equipment.
12. Methods to be used to attract new business (advertising and incentives).
13. Amenities to be provided to attract business.
14. Plans for physical expansion, if business should warrant such expansion.
15. Statement regarding existing airport infrastructure and proposed impact business will have on existing infrastructure.