

**Notice of a Meeting of
The Baraboo-Wisconsin Dells Airport Owners**

Date and Time: Monday, April 23, 2018, 10:00 a.m.
Location: City Hall, Room 205, 101 South Blvd., Baraboo
Owners Noticed: Baraboo: Michael Palm, Village of Lake Delton: Jeff Morris
Others Noticed: Edward Geick, Kay Mackesey, Media, Tom Diehl, Bill Murphy, Bureau of Aeronautics

CALL TO ORDER and COMPLIANCE WITH OPEN MEETING LAW

1. Approve Agenda.
2. Approve previous minutes of November 1, 2017.

BUSINESS ITEMS

- 1) Airport Manager's Report
 - a. Runway project
 - b. Survey of new hanger lots
- 2) FBO Report from Bill Murphy
- 3) Airport Rules & Regulations – Review and consider approval of revised rules and regulations.
- 4) Airport Minimum Standards – Review and consider approval of revised Minimum Standards
- 5) Hanger Lot Lease – Review and consider approval of revised Lot Lease.
- 6) Airport Security Plan
- 7) Hanger Lease for Lot #44 – Review and consider approval of Lease.
- 8) FBO Subsidization during construction on runway (Bill Murphy).
- 9) Public Comment
- 10) Reports
 - a. Airport Rates and Charges Report from 2016
 - b. Baraboo Dells Fees & Charges
- 11) Next meeting date.

ADJOURNMENT

Michael Palm, Mayor of Baraboo

PLEASE TAKE NOTICE that any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk, 135 4th Street, or phone 355-2700, during regular business hours at least 48 hours before the meeting so that 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 or other Towns and Villages who are not members of the above body may be in attendance at the above stated meeting to gather information. However, no formal action will be taken by any governmental body at the above stated meeting, **other than the body identified in the title of this notice.**

FOR INFORMATION ONLY, AND NOT A NOTICE TO PUBLISH Posted 4/20/2018 by D.Munz

DRAFT

Airport Owner Committee

November 1, 2017

Present: Michael Palm (Baraboo), Jeff Morris (Village of Lake Delton)

Absent: none

Also Present: Cheryl Giese, Ed Geick, Emily Truman (Baraboo)

Citizens Present: Bill Murphy, press

The owner representatives met at the City of Baraboo City Hall.

Approve Agenda

Moved by Morris, seconded by Palm and carried to approve the agenda.

Previous Minutes

Moved by Morris, seconded by Palm and carried to approve the minutes of August 9, 2017.

INFORMATION ITEMS**#3. Airport Manager Position**

Giese reviewed some of the duties of the airport manager. Palm suggested that until the next Airport Owners meeting that City Administrator Ed Geick would serve as the temporary manager.

#4. Communication with Town of Delton concerning perennial 3 day music festival.

Giese provide

#5 Economic Impact Statement issues by Bureau of Aeronautics.**#6 Students in Aviation: EAT2AV8, report and activities.****ACTION ITEMS****#7. Operation Agreement.****#8. 2018 Budget.**

Giese reviewed the proposed operating and capital budget for the Airport for 2018. The budget includes \$20,000 for the land use overlay zoning project, \$5000 for adding a 2nd bathroom to the terminal building, \$3772 for waving 3 months of rent for the FBO's during the runway construction project, \$5000 for a pellet spreader and \$547,500 for the runway reconstruction project. Each owners share for operating and capital is \$326,981.50 for 2018 under the proposed budget. Moved by Morris and seconded by Palm to recommend the 2018 Airport Budget to their respective governments. All ayes and the motion was approved.

#9. Capital Plan and Related Funding.

Giese reported on the Airport Capital Plan and funding. Palm moved to approved and Morris seconded the motion. All ayes and motion was approved.

#10. Next meeting date: To be determined.**ADJOURNMENT**

Palm moved and Morris seconded a motion to adjourn at 1:53 pm. Motion approved.

PROGRESS SCHEDULE
DT1997 2/2006 (Replaces EC707)

ECIP Attachment "A2"

Wisconsin Department of Transportation

Page 1 of

Project ID AIP 3-55-0004-12	Name of Road BARABOO-WI DELLS AIRPORT	County SAUK	Hwy. No.
Contract Time <input checked="" type="checkbox"/> Week of <input type="checkbox"/> Calendar Days	Estimated Start Date 4/30/2018	Estimated Completion Date 7/6/2018	Prepared By JEFF ANDERSON
Contractor D.L. Gasser Construction	Date 1/22/2017		

1. The contractor shall submit a copy of the progress schedule to the Region's Project Manager prior to beginning work and 14 days prior to the reconstruction conference. At any time the work falls behind schedule, the Contractor shall submit a revised schedule, if requested by the Engineer.

2. Bar graphs shall be drawn chronologically in the sequence the work will be performed to depict the progress schedule. On working day contracts, the controlling item must be identified.

Work Items or Operations	Quantity & Units	Est. Daily Production	Estimated No. of Working Days per							Holiday/Non-Working Day			
			4/30/2018	5/7/2018	5/14/2018	5/21/2018	5/28/2018	6/4/2018	6/11/2018		6/18/2018	6/25/2018	7/2/2018
TRAFFIC CONTROL			5	5	5	4	4	5	5	5	4	3	
EROSION CONTROL													
ELECTRICAL													
EXCAVATION	16000 CY	1300											
PULVERIZING / BASE WORK	1 / 33700 TON	0.37 / 3500											
EXCAVATION FOR BASE REPAIR	2000 CY	400											
STAKING	BY ENGINEER												
FINE GRADING	1 LUMP SUM	0.33											
ASPHALT PAVING	14950 TON	1495											
SALVAGED TOPSOIL LANDSCAPING	52800 SY	6600											
PAINTING	14000 SF	10000											
CRACK FILLING	3500 LB	2500											
SITE FINISHING	1 LUMP SUM	1											

Airport #1a

Geick, Edward

From: Pinion, Tom
Sent: Thursday, April 05, 2018 6:11 AM
To: Geick, Edward
Subject: Hangar Lease - Map of new hangar lots
Attachments: Hanger Lots 47-50_Plat of Survey_040418.pdf

FYI

Thanks

tom

Thomas S. Pinion, PE
Director of Public Works/City Engineer
135 Fourth Street
Baraboo, WI 53913-
Office: 608-355-2730
Cell: 608-393-9945
tpinion@cityofbaraboo.com

From: Brad Tisdale [mailto:btisdale@msa-ps.com]
Sent: Wednesday, April 04, 2018 4:47 PM
To: Pinion, Tom <tpinion@cityofbaraboo.com>
Cc: Mike Hinz <mhinz@msa-ps.com>
Subject: RE: Hangar Lease

Tom,

Attached is the Plat of Survey of the hanger lots. I assumed the numbering would continue as shown.

Let me know if you need anything else.

Thanks,
Brad



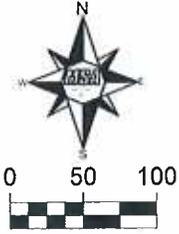
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PROJECT NO. 00035038
DRAWN BY: B. TISDALE
SURVEYOR: B. TISDALE
FILE NO 00035038
SHEET NO. 1 OF 1

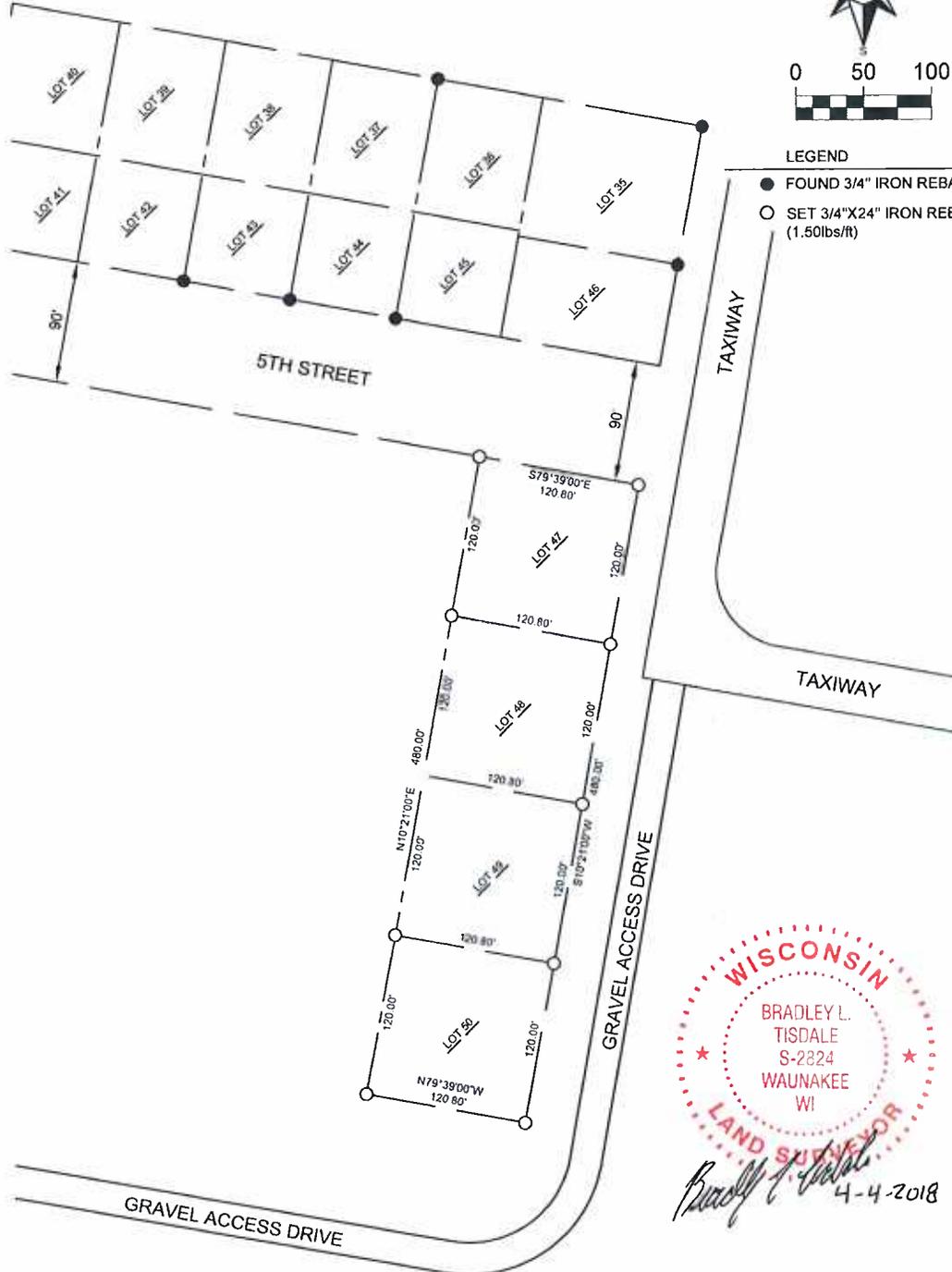
PLAT OF SURVEY

PLAT OF SURVEY OF HANGER LOTS 47-50 AT THE BARABOO - WISCONSIN DELLS AIRPORT



LEGEND

- FOUND 3/4" IRON REBAR
- SET 3/4"X24" IRON REBAR (1.50lbs/ft)



WISCONSIN
BRADLEY L. TISDALE
S-2824
WAUNAKEE WI
LAND SURVEYOR
Bradley L. Tisdale
4-4-2018



PROJECT NO.:	SCALE:	AS SHOWN	NO.	DATE	REVISION	BY:
00095171						
PROJECT DATE:	DRAWN BY:	JMW				
F.B.:	CHECKED BY:	INIT				
PLOT DATE: 2/21/17, P:\909\95\00095171\CADD\Construction Documents\Exhibits\30% Meeting-27Feb2017\Overview Roll Plot.dwg						

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AIP 3-55-0004-12
 BARABOO - WISCONSIN DELLS AIRPORT
 BARABOO, WISCONSIN

RUNWAY WIDENING OVERVIEW

FILE NO.
 00095171
 SHEET

3.

RULES AND REGULATIONS

OF THE

BARABOO-WISCONSIN DELLS

REGIONAL AIRPORT

Adopted 11-25-08

Amended: _____

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ARTICLE I: GENERAL PROVISIONS

- 1.01 **AUTHORITY.** These Rules and Regulations have been enacted by the Baraboo-Wisconsin Dells Regional Airport Commission 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 Baraboo and the Village of Lake Delton.
- 1.02 **PURPOSE.** The purpose of this document is:
1. To codify the rules and regulations by which the Commission 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. To identify rules and regulations by which all persons may use and enjoy the Airport for aeronautical activities, aeronautical services, or other purposes;
 3. 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; and
 4. 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.
- 1.03 **RULES OF INTERPRETATION.** This document shall be interpreted as follows:
1. **Appearance of 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 Commission has waived its jurisdiction over such activity or that the Commission 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 Commission.** 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 Commission.
 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.

- 1.04 **SEPARABILITY AND NON-LIABILITY.** It is hereby declared to be the intention of the Commission 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.
- 1.05 **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.
- 1.06 **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 Regional 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 Baraboo-Wisconsin Dells Regional Airport Commission as granted by the authority under Ch. 114, Wis. Stats., comprised of the owner municipalities of the City Baraboo and the Village of Lake Delton.

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.

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.

Intergovernmental Agreement: The Agreement entered by and among the City of Baraboo and the Village of Lake Delton pursuant to Wisconsin State Statute regarding the creation and operation of the Airport and the Commission.

Member Municipalities: The municipalities of City of Baraboo and the Village of Lake Delton, which have established the Commission 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 and the Village of Lake Delton, which have established the Commission 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.

1.07 **ADOPTION.** 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 Commission 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.

1.08 **AMENDMENTS.** The Commission may consider and make changes to the Rules and Regulations at any regularly scheduled or special Commission meeting, which shall be open to the public with a Class 1 notice and consider the testimony of the public as well as the recommendations of the Owners.

ARTICLE 2: ADMINISTRATION OF COMMISSION

2.01 **WISCONSIN PUBLIC RECORD LAW.** Chapter 1, Subchapter IV, of the Baraboo Code of Ordinances, and any subsequent amendments thereto, shall apply with legal custodian responsibility delegated to the City Clerk of the City of Baraboo.

2.02 **WISCONSIN OPEN MEETING LAW.** Chapter 2 of the Baraboo Code of Ordinances, and any subsequent amendments thereto, shall apply.

2.03 **CONDUCT OF MEETINGS.** Chapter 2 of the Baraboo Code of Ordinances, and any subsequent amendments thereto, shall apply.

- 2.04 **AIRPORT MANAGER.** The position of Airport Manager is appointed by the Commission with duties assigned as necessary. The position may be by contract or employment at the discretion of the Commission.
- 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 of the City of Baraboo, City Administrator of the City of Baraboo, City Clerk of the City of Baraboo and City Treasurer of the City of Baraboo are authorized.
 3. **GENERALLY ACCEPTED ACCOUNTING PRACTICES, AUDITS AND BUDGETING.** Chapter 3 of the Baraboo Municipal Code, and any subsequent amendments thereto, shall apply.
- 2.06 **ETHICAL STANDARDS.** Chapter 1, Sub-Chapter V of the Baraboo Code of Ordinances, and any subsequent amendments thereto, 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 agreement shall be approved by the Commission and shall remain in effect until superseded. No deviations from the standard lease language shall be permitted without the express, written consent of the Commission. 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 of Baraboo.
- 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.**
1. Applications shall be reviewed for completeness by the Airport Manager or designee. If an application is not complete, the Airport Manager or designee shall notify the applicant within fifteen (15) calendar days and must provide a statement indicating why the application is incomplete.
 2. Upon receipt of a complete application, if the applicant is not requesting any changes to the standard lease agreement the Airport Manager shall make the final determination on whether to approve the application.
 - a. The Airport Manager may meet with the applicant or any other interested party, including the City Engineer for the City of Baraboo, in order to make a determination on the application.
 - b. Applications shall be granted by the Airport Manager so long as the applicant

- meets all of the terms herein and on the Lease Agreement.
- c. The Airport Manager shall notify the applicant in writing of his/her decision on the application within forty-five (45) calendar days of receipt of the application, including any follow-up actions required by the applicant.
 - d. The Airport Manager is authorized to execute the lease agreement on behalf of the Commission.
3. Upon receipt of a complete application and if the applicant is requesting changes to the standard lease agreement, the Airport Manager shall call a special meeting of the Commission to review application.
- a. The Airport Manager shall notify the applicant and any other interested party about the date and time of the meeting.
 - b. The Commission shall hear from the applicant and any other interested person regarding the application and the applicant's request to modify the standard lease agreement.
 - c. The Commission shall make the final determination regarding the application and the applicant's request to modify the standard lease agreement.

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:

1. 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.
2. 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).
3. 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.
4. 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.
5. Outdoor storage: Outdoor storage is not allowed.
6. 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.
 - a. Commercial Operations: Only wall signs or vehicle signs shall be permitted.
 - b. Private Hangars: Only wall signs identifying owner and/or address shall be permitted.
 - c. Temporary Signs: May be affixed to fence or other airport property only upon

permission by Airport Manager.

7. 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 Commission 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 Airport Manager. The application materials and any subsequent documentation provided to the Airport Manager 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 Airport Manager 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 Commission.
10. A written authorization from the owner authorizing the release of information to the Airport Manager 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 Airport Manager.
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 Airport Manager may require.

6.04 FEES

1. All applicants shall pay a non-refundable application fee which shall be established by resolution of the Commission.
2. A double fee shall be charged by the Commission 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 Commission for costs incurred (if any) on outside consultants hired to review and evaluate the application. Before hiring a consultant, the Airport Manager may require the applicant to pay a deposit to cover the expected costs of the consultant.
4. The Airport Manager 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 Airport Manager or designee shall determine whether the application fulfills the requirements herein. If the Airport Manager determines that the application does not fulfill the requirements, the Airport Manager shall return the application to the Applicant within fifteen (15) calendar days with a brief statement identifying how the application is inadequate. If the Airport Manager determines that

the application fulfills the requirements the Airport Manager shall forward the application for further action.

2. **Meeting:** The Airport Manager or designee shall review the application for the purpose of determining what additional information, if any, the Airport Manager 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.
3. **Formal Recommendation:** After due consideration of the following standards of review and after considering the recommendation of the Airport Manager, the Airport Manager shall recommend to the Commission, 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 Commission deems necessary and appropriate after consideration of the standards of review, and the input from the Airport Manager, outside experts, its own members, the public, and/or any other source; or
 - c. To deny the application.
4. **Formal Decision:** The Commission shall consider the recommendation of the Airport Manager and issue a final decision within thirty (30) calendar days.

6.06 STANDARD OF REVIEW. The following issues shall be considered by the Commission in making its decision 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 (including 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 Commission shall comply with the requirements of Wisconsin's Fair Employment Act, §111.321 Wis. Stats., et seq.).

6.07 DECISION ON APPLICATIONS

1. **DENIAL:** If the Commission denies the application, the Airport Manager or designee shall inform the applicant of the reasons for such denial, which shall conclude the matter.
2. **APPROVAL:** If the Commission 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 Commission and the applicant has been executed by the parties.
3. **CONDITIONS:** The Commission may impose such additional terms and conditions upon the granting of any application as the Commission, in its sole discretion, deems reasonable and necessary to fulfill the purposes of these Rules and the Commission'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 Commission 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 at the Airport until the FBO and the Commission have entered into a written contract. If the Commission approves the application (with or without conditions), the Attorney for the Commission 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 Commission 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 I, 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 Commission 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 Commission 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 Commission 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 Commission 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 Commission, 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.
- h. 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 Commission 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 the Airport's Minimum Standards document, and such additional amounts as the Commission may conditionally require. The FBO shall include the Commission, the City of Baraboo and the Village of Lake Delton as an additional insured on all required insurance. Certificates of Insurance evidencing the required insurance shall be filed with the Airport manager, 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 Commission 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 Commission.
- n. Audit:** The Commission shall be authorized, at all reasonable times, to audit the books of the FBO to enable the Commission 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 Commission reserves the right to conduct the audit at any time. The FBO shall fully cooperate regarding the audit.
- n. 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.

- o. **Ownership Changes:** Any changes in the ownership or management of the FBO shall require review and approval by the Common Council.
- p. **Construction:** Any and all construction of structures and buildings by the FBO shall be in accordance with these Rules.
- q. **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 Manager within five (5) days of such event.
- r. **Fees:** The FBO shall comply with all fee schedules.
- s. **Security Plan:** The FBO shall comply with the Airport's Security Plan, and all amendments thereto.
- t. **Environmental:** The FBO shall comply with all federal, state and local environmental rules and regulations.
- u. **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 Commission has approved. Such other licenses or permits remain the responsibility of the applicant.
- v. **Time Limits on Development of FBO:** The applicant shall commence FBO operations on the Airport within sixty (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 Commission 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 herein and provide a description of services to be provided and shall prepare a detailed proposal covering all categories of Appendix 1. 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 (See Article 7).
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 the Airports Minimum Standards document.
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 Commission 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 Commission.

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 Commission 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 Commission may require. However, the Commission may allow the FBO and Sub-FBO to jointly satisfy certain minimum requirements, in the Commission'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 Commission. The Commission shall serve the FBO with notice of the alleged violation(s), and shall schedule an evidentiary hearing, at least ten (10) days thereafter, at which the Commission 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 Commission 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 cannot be sold, transferred, or assigned without approval of the Commission. 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 Commission. 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 Commission. 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 civil or criminal penalties. Nothing in these Rules shall preclude the Commission from maintaining any appropriate court action to prevent or remove a violation of any provision of the Rules.

APPENDIX 1
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.

**RULES AND REGULATIONS
OF THE
BARABOO-WISCONSIN DELLS REGIONAL AIRPORT**

Adopted 11-25-08

Amended: _____

ARTICLE I: GENERAL PROVISIONS

- 1.01 **AUTHORITY.** These Rules and Regulations have been enacted by the Baraboo-Wisconsin Dells Regional Airport Commission 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 Baraboo and the Village of Lake Delton.
- 1.02 **PURPOSE.** The purpose of this document is:
1. To codify the rules and regulations by which the Commission 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. To identify rules and regulations by which all persons may use and enjoy the Airport for aeronautical activities, aeronautical services, or other purposes;
 3. 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; and
 4. 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.
- 1.03 **RULES OF INTERPRETATION.** This document shall be interpreted as follows:
1. Appearance of 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 Commission has waived its jurisdiction over such activity or that the Commission 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 Commission. 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 Commission.

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.

1.04 **SEPARABILITY AND NON-LIABILITY.** It is hereby declared to be the intention of the Commission 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.

1.05 **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.

1.06 **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 report 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 included 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 Regional 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 Baraboo-Wisconsin Dells Regional Airport Commission as granted by the authority under Ch. 114, Wis. Stats., comprised of the owner municipalities of the City Baraboo and the Village of Lake Delton.

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.

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 Baraboo and the Village of Lake Delton pursuant to Wisconsin State Statute regarding the creation and operation of the Airport and the Commission.

Member Municipalities: The municipalities of City of Baraboo and the Village of Lake Delton, which have established the Commission 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 and the Village of Lake Delton, which have established the Commission 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.

1.07 **ADOPTION.** 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.

1.08 **AMENDMENTS.** The Commission may consider and make changes to the Rules and Regulations at any regularly scheduled or special Commission meeting, which shall be open to the public with a Class 1 notice and consider the testimony of the public as well as the recommendations of the Owners.

ARTICLE 2: ADMINISTRATION OF COMMISSION

2.01 **WISCONSIN PUBLIC RECORD LAW.** Chapter 1, Subchapter IV, of the Baraboo Code of Ordinances, and any subsequent amendments thereto, shall apply with legal custodian responsibility delegated to the City Clerk of the City of Baraboo.

- 2.02 **WISCONSIN OPEN MEETING LAW.** Chapter 2 of the Baraboo Code of Ordinances, and any subsequent amendments thereto, shall apply.
- 2.03 **CONDUCT OF MEETINGS.** Chapter 2 of the Baraboo Code of Ordinances, and any subsequent amendments thereto, shall apply.
- 2.04 **AIRPORT MANAGER.** The position of Airport Manager is appointed by the Commission with duties assigned as necessary. The position may be by contract or employment at the discretion of the Commission.
- 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 of the City of Baraboo, City Administrator of the City of Baraboo, City Clerk of the City of Baraboo and City Treasurer of the City of Baraboo are authorized.
 3. **GENERALLY ACCEPTED ACCOUNTING PRACTICES, AUDITS AND BUDGETING.** Chapter 3 of the Baraboo Municipal Code, and any subsequent amendments thereto, shall apply.
- 2.06 **ETHICAL STANDARDS.** Chapter 1, Sub-Chapter V of the Baraboo Code of Ordinances, and any subsequent amendments thereto, 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 agreement shall be approved by the Commission and shall remain in effect until superseded. No deviations from the standard lease language shall be permitted without the express, written consent of the Commission. 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 of Baraboo.
- 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.**
1. Applications shall be reviewed for completeness by the Airport Manager or designee. If an application is not complete, the Airport Manager or designee shall notify the applicant within fifteen (15) calendar days and must provide a statement indicating why the application is incomplete.
 2. Upon receipt of a complete application, if the applicant is not requesting any changes to

the standard lease agreement the Airport Manager shall make the final determination on whether to approve the application.

- a. The Airport Manager may meet with the applicant or any other interested party, including the City Engineer for the City of Baraboo, in order to make a determination on the application.
 - b. Applications shall be granted by the Airport Manager so long as the applicant meets all of the terms herein and on the Lease Agreement.
 - c. The Airport Manager shall notify the applicant in writing of his/her decision on the application within forty-five (45) calendar days of receipt of the application, including any follow-up actions required by the applicant.
 - d. The Airport Manager is authorized to execute the lease agreement on behalf of the Commission.
3. Upon receipt of a complete application and if the applicant is requesting changes to the standard lease agreement, the Airport Manager shall call a special meeting of the Commission to review application.
- a. The Airport Manager shall notify the applicant and any other interested party about the date and time of the meeting.
 - b. The Commission shall hear from the applicant and any other interested person regarding the application and the applicant's request to modify the standard lease agreement.
 - c. The Commission shall make the final determination regarding the application and the applicant's request to modify the standard lease agreement.

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:

1. 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.
2. 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).
3. 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.
4. 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.
5. Outdoor storage: Outdoor storage is not allowed.
6. 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.

- a. Commercial Operations: Only wall signs or vehicle signs shall be permitted.
 - b. Private Hangars: Only wall signs identifying owner and/or address shall be permitted.
 - c. Temporary Signs: May be affixed to fence or other airport property only upon permission by Airport Manager.
7. 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 Commission 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 Airport Manager. The application materials and any subsequent documentation provided to the Airport Manager 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 Airport Manager 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 Commission.
10. A written authorization from the owner authorizing the release of information to the Airport Manager 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 Airport Manager.
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 Airport Manager may require.

6.04 FEES

1. All applicants shall pay a non-refundable application fee which shall be established by resolution of the Commission.
2. A double fee shall be charged by the Commission 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 Commission for costs incurred (if any) on outside consultants hired to review and evaluate the application. Before hiring a consultant, the Airport Manager may require the applicant to pay a deposit to cover the expected costs of the consultant.
4. The Airport Manager 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 Airport Manager or designee shall determine whether the application fulfills the requirements herein. If the Airport Manager determines that the application does not fulfill the requirements, the Airport Manager shall return the application to the Applicant within fifteen (15) calendar days with a brief statement identifying how the application is inadequate. If the Airport Manager determines that the application fulfills the requirements the Airport Manager shall forward the application for further action.
2. **Meeting:** The Airport Manager or designee shall review the application for the purpose of determining what additional information, if any, the Airport Manager 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.
3. **Formal Recommendation:** After due consideration of the following standards of review and after considering the recommendation of the Airport Manager, the Airport Manager shall recommend to the Commission, 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 Commission deems necessary and appropriate after consideration of the standards of review, and the input from the Airport Manager, outside experts, its own members, the public, and/or any other source; or
 - c. To deny the application.
4. **Formal Decision:** The Commission shall consider the recommendation of the Airport Manager and issue a final decision within thirty (30) calendar days.

6.06 STANDARD OF REVIEW. The following issues shall be considered by the Commission in making its decision 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 (including 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 Commission shall comply with the requirements of Wisconsin's Fair Employment Act, §111.321 Wis. Stats., et seq.).

6.07 DECISION ON APPLICATIONS

1. **DENIAL:** If the Commission denies the application, the Airport Manager or designee shall inform the applicant of the reasons for such denial, which shall conclude the matter.
2. **APPROVAL:** If the Commission 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 Commission and the applicant has been executed by the parties.
3. **CONDITIONS:** The Commission may impose such additional terms and conditions upon the granting of any application as the Commission, in its sole discretion, deems reasonable and necessary to fulfill the purposes of these Rules and the Commission'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 Commission 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 at the Airport until the FBO and the Commission have entered into a written contract. If the Commission approves the

application (with or without conditions), the Attorney for the Commission 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 Commission 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 I, 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 Commission 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 Commission 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 Commission 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 Commission, 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.
- h. **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 Commission 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 Commission may conditionally require. The FBO shall include the Commission, the City of Baraboo and the Village of Lake Delton as an additional insured on all required insurance. Certificates of Insurance evidencing the required insurance shall be filed with the Airport manager, 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 Commission 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 Commission.
- n. **Audit:** The Commission shall be authorized, at all reasonable times, to audit the books of the FBO to enable the Commission 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 Commission reserves the right to conduct the audit at any time. The FBO shall fully cooperate regarding the audit.
- n. **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.
 - o. **Ownership Changes:** Any changes in the ownership or management of the FBO shall require review and approval by the Common Council.
 - p. **Construction:** Any and all construction of structures and buildings by the FBO shall be in accordance with these Rules.
 - q. **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 Manager within five (5) days of such event.
 - r. **Fees:** The FBO shall comply with all fee schedules.
 - s. **Security Plan:** The FBO shall comply with the Airport's Security Plan, and all amendments thereto.
 - t. **Environmental:** The FBO shall comply with all federal, state and local environmental rules and regulations.
 - u. **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 Commission has approved. Such other licenses or permits remain the responsibility of the applicant.
 - v. **Time Limits on Development of FBO:** The applicant shall commence FBO operations on the Airport within sixty (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 herein 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 (See Article 7).
- 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 Commission 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 Commission 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 Commission. The Commission shall serve the FBO with notice of the alleged violation(s), and shall schedule an evidentiary hearing, at least ten (10) days thereafter, at which the Commission 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 Commission 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 cannot be sold, transferred, or assigned without approval of the Commission. 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 Commission. 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 Commission. 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 Commission from maintaining any appropriate court action to prevent or remove a violation of any provision of the Rules.

APPENDIX 1
MINIMUM INSURANCE POLICY LIMITS

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.

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.

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.

4.

MINIMUM STANDARDS AND REQUIREMENTS

FOR

AIRPORT AERONAUTICAL SERVICES

AND ACTIVITY

AT THE

BARABOO-WISCONSIN DELLS REGIONAL AIRPORT

Adopted August 21st 2002

Amended April 20, 2005

Amended February 22, 2006

Amended: _____

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DEFINITIONS USED IN THIS DOCUMENT

Aeronautical Service or Activity means any service which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

Agricultural Lands means Airport owned property that is not presently needed for aeronautical use and is available for agrarian purposes.

Airport means the Baraboo-Wisconsin Dells Regional Airport.

Airport Commission or Commission has the meaning as assigned by §114.14, Wis. Stat., and consists of representatives from the City of Baraboo and Village of Lake Delton, the joint Owners of the Airport.

Airport Manager means the person or entity selected by the Commission to manage airport.

FAA means the Federal Aviation Administration.

Lease is the right to conduct commercial, aeronautical or agricultural activities on the airport as defined within the parameters of the established minimum standards.

Operator means any person or persons, firm, partnership, corporation, association or group using the airport for recreational purposes or as a necessary or incidental element of their business, or operates a business that provides any one or a combination of aeronautical services to or for aviation users at the Airport.

Minimum Standards means the qualifications which are established herein by the Commission as the minimum requirements to be met as a condition for the right to conduct an aeronautical service or activity on the airport.

MINIMUM STANDARDS FOR ALL OPERATORS

The following standards shall apply to all Operators, with the exception of flying clubs whose complete list of standards are presented in the section which pertains solely to that type of operation.

- (1) Terms and duration of Leases shall be mutually agreed upon between the parties commensurate with the Operator's financial investment in his/her facility. If the duration of the lease is to exceed five years in length, provisions shall be made to periodically review the terms and rents of the lease relative to economic conditions and changes in the airport environment.
- (2) Operator shall have the experience necessary to conduct any aeronautical service he/she wishes to provide to the public and shall submit a statement of qualifications to the Commission upon request. This requirement can be met if the Operator has in a supervisory position a person of such experience. Should an Operator not have such experience, but can demonstrate to the Commission satisfaction that he/she has had equivalent related experience or training, such may be deemed acceptable. The Operator shall submit a letter of intent detailing the services which he/she wishes to provide, compliance with the relevant minimum standard as presented in this

document, ratings and licenses his/her organization will have, and general scope of the operation.

- (3) Any Operator seeking to conduct aeronautical services at the airport must provide the Commission a letter of financial integrity, to the Commission's satisfaction, from a bank or trust company doing business in the area, or other such source that may be readily verified through normal banking channels. The Operator must also demonstrate that he/she has the financial ability or backing, where applicable, for the construction of facilities that may be required for the proposed concept of operation. In addition, the financial institution letter should include a current financial net worth showing that applicant holds unencumbered current assets in a total amount at least equaling three (3) months estimated maintenance and operating expenses. A performance bond may be used to meet this requirement.
- (4) All Operators shall demonstrate to the Commission's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. See Exhibit A for the minimum insurance requirements for all Operators.
- (5) Each lease for ground space and contract for business at the airport entered into by the Commission shall include each of the following provisions as are required by State and Federal governments:
 - a. Fair and Nondiscriminatory Provisions
 - b. Affirmative Action Assurances
 - c. Civil Rights Assurances
 - d. Nonexclusive Rights Provision
 - e. Other mandated provision
 - f. The most current amendment or form of such mandatory lease provisions shall be obtained from the State or Federal governments and shall be kept on file in the office of the clerk of the airport owner and shall be included in each lease at the time of execution.
- (6) All Operators shall have the right in common with others so authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences of the take-off, flying and landing of aircraft.
- (7) Any construction required of any Operator shall be in accordance with design and construction requirements of the Owner, State and Federal regulations and applicable codes. All plans and specifications shall be submitted to the Commission for approval.
- (8) The Operator shall provide adequate, paved auto parking space within the leased area sufficient to accommodate all activities and operations.
- (9) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.
- (10) These minimum standards should be renewed on a periodic basis and adjusted if necessary to reflect changes to the airport environs, compliance requirements and lease terms as they relate

to the existing minimum standards.

- (11) All present Operators or tenants of the Airport having agreements with the Airport prior to the installation of these minimum standards may be allowed to continue operations without fully complying with them, provided the Commission determines that the continued operation is in the best interest of activity at the Airport and that the operation is not in violation of any airport assurance compliance regulations. If the current Operators lease agreement requires compliance with Minimum Standards as revised from time to time, these revised standards and future revisions shall be applied upon the approval of the modified standards. If the current lease does not have a provision for compliance with Minimum Standards the appropriate compliance clause shall be inserted into the lease at the termination/renewal of the present lease, or at any agreed upon review date established in the agreement to review rate structure or terms, at the sole discretion of the Owner.
- (12) All FBO businesses are allowed only by separate contract. All Operators shall abide by Commission's posted fee schedule. In addition, fees and development issues for the specific FBO must be negotiated as part of the contract.
- (13) All operators, land lessees, or tenants of the airport must comply with the requirements of the Airport Security Plan adopted on _____. Copies of the Airport Security Plan will be distributed to each operator, land lessee or tenant as well as County and local law enforcement, fire and EMS departments.
- (14) 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.
- (15) If an applicant is denied access to the secured area by the Airport Manager, they may appeal the decision by requesting the Airport Commission review the clearance request. The Airport Commission shall make the final decision whether to grant or deny access to the secured area.

AIRCRAFT SALES

STATEMENT OF CONCEPT

An aircraft sales Operator engages in the sale of new or used aircraft either independently or through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space to provide for outside display and storage of aircraft and on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage. Provisions shall be made for parking of at least two (2) automobiles outside of the aircraft parking area and within the leased area.
- (2) The Operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement (a copy of which shall be on file with the Airport Commission) with a repair shop operator at the Baraboo-Wisconsin Dells Municipal Airport or within fifty (50) miles. The Operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted. The Operator who is engaged in the business of selling new aircraft shall have available or on call at least one single engine demonstrator.
- (3) The Operator performing services under this category shall carry the following types of insurance in the minimum limits specified and a certificate shall be submitted to the airport commission and shall be kept current at all times:
 - a. Aircraft Liability:

Bodily Injury	\$100,000 each person/\$1,000,000 each accident
Passenger Liability	\$100,000 each person/\$1,000,000 each accident
Property Damage	\$1,000,000 each accident
 - b. Commercial General Liability Insurance:

Combined Single Limit:	\$5,000,000
General Aggregate:	\$5,000,000
 - c. Hangar Keeper's Liability: \$1,000,000 each accident
 - d. Products Liability: \$1,000,000
- (4) The Operator shall have his/her premises open and services available eight (8) hours daily, five (5) days a week. The Operator shall make provision for someone to be in attendance on the premises at all times during the required operating hours.
- (5) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner. 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, and provide check ride pilots for aircraft sold.

AIRCRAFT AIRFRAME, ENGINE AND ACCESSORY MAINTENANCE AND REPAIR

STATEMENT OF CONCEPT

An aircraft airframe, engine and accessory maintenance and repair Operator is a person or persons, firm or corporation, providing one or a combination of airframe, engine and accessory and repair services on aircraft, with at least one person holding a current certificate issued by the FAA with appropriate ratings to perform the services offered. This category shall also include the non-exclusive right to sell aircraft parts and accessories.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for airframe and power plant repair services including a segregated painting area (if this service will be provided), all meeting local and state industrial code requirements, and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (5) The Operator shall provide sufficient equipment, supplies, and parts availability as required by the FAA relevant to the type of maintenance engaged in.
- (6) The following types of insurance are required:
 - a. Aircraft Liability:
 - Bodily Injury: \$100,000 each person
\$1,000,000 each accident
 - Property Damage: \$1,000,000 each accident
 - b. Commercial General Liability Insurance:
 - Combined Single Limit: \$1,000,000
 - General Aggregate: \$1,000,000
 - c. Hangar Keeper's Liability: \$1,000,000 each accident
 - d. Products Liability: \$1,000,000 each accident

- (7) The Operator shall have his/her premises attended and open to provide services eight (8) hours daily, five (5) days a week.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person holding a current certificate issued by the FAA with ratings appropriate to the work being offered.

AIRCRAFT LEASE AND RENTAL

STATEMENT OF CONCEPT

An aircraft lease or rental Operator is a person or persons, firm or corporation engaged in the rental or lease of aircraft to the public.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (5) The Operator shall have available for rental, either owned or under written lease to Operator, not less than two (2) certified and currently airworthy aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped and certified for flight under instrument weather conditions.
- (6) The following types of insurance are required:
 - a. Aircraft Liability:

Bodily Injury	\$100,000 each person \$1,000,000 each accident
Passenger Liability	\$100,000 each person \$1,000,000 each accident
Property Damage	\$1,000,000 each accident

- b. Commercial General Liability Insurance:
 - Combined Single Limit: \$5,000,000
 - General Aggregate: \$5,000,000
- c. Students and Renters' Liability: \$100,000 each accident

- (7) The Operator shall have his/her premises attended and open to provide services eight (8) hours daily seven (7) days a week.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having a current FAA commercial pilot certificate with appropriate ratings, including instructor rating. The office of the operator must be attended at all times during business operating hours.

FLIGHT TRAINING

STATEMENT OF CONCEPT

A flight training Operator is a person or persons, firm or corporation engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary in preparation for taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, classroom, briefing room, pilot lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (5) The Operator shall have available for use in flight training, either owned or under written lease to Operator, not less than two (2) properly certificated aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped for and capable of use in instrument flight instruction.

- (6) The following types of insurance are required:
- a. Aircraft Liability:
 - Bodily Injury \$100,000 each person
 \$1,000,000 each accident
 - Passenger Liability \$100,000 each person
 \$1,000,000 each accident
 - Property Damage \$1,000,000 each accident
 - b. Commercial General Liability Insurance:
 - Combined Single Limit: \$5,000,000
 - General Aggregate: \$5,000,000
 - c. Students and Renters' Liability: \$100,000 each accident
- (7) The Operator shall have his/her premises attended and open to provide services eight (8) hours daily, seven (7) days a week.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having a current FAA commercial pilot certificate with appropriate ratings, including instructor rating. The office of the operator must be attended at all times during business operating hours.

AIRCRAFT FUELS AND OIL SERVICE

STATEMENT OF CONCEPT

Fuel and oil services include the sale and into-plane delivery of recognized brands of aviation fuels, lubricants, and other related aviation petroleum products. The Operator shall provide servicing of aircraft, including ramp assistance and the parking, storage, and tie-down of aircraft within the leased area. The operator shall provide a minimum of two (2) additional non-specialized aeronautical services as listed below.

MINIMUM STANDARDS

- (1) The Operator shall lease the facility from the Owner, if available, or shall lease from the Commission an area of not less than 100,000 square feet of ground space in an area designated by the Commission for fuel storage, on which shall be installed a minimum 10,000 gallon above ground or underground fuel storage tank as approved by the airport commission, for each type of aviation fuel to be provided and 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, classroom, briefing room, pilot lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

- (2) The Operator shall lease from the owner, if available, or provide the required pumping equipment, either mobile or fixed, to meet all applicable safety requirements relative to fuel dispensing as required by Federal, State and local regulations, and shall provide reliable metering devices which conform to Federal, State and local regulations.
- (3) The Operator shall provide such minor repair service that does not require a mechanic holding a current FAA certificate and cabin services to general aviation aircraft as can be performed efficiently on the ramp or apron parking area, but only within the premises leased to the Operator.
- (4) The Operator shall procure and maintain tools, jacks, towing equipment, tire repairing equipment, energizers and starters, heaters, oxygen supplies, fire extinguishers, and passenger loading steps as appropriate and necessary for the servicing of the aircraft regularly using the Airport. All equipment shall be maintained and operated in accordance with local and State industrial codes.
- (5) The Operator shall meet the minimum standards for and provide a minimum of two (2) of the following services in addition to fuel and oil sales and service:
 - a. Aircraft Airframe, Engine and Accessory Maintenance and Repair
 - b. Flight Training
 - c. Aircraft Lease or Rental
- (6) The following types of insurance are required:
 - a. Aircraft Liability:
 - Bodily Injury: \$100,000 each person
\$1,000,000 each accident
 - Passenger Liability: \$100,000 each person
\$1,000,000 each accident
 - Property Damage: \$1,000,000 each accident
 - b. Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.
 - Bodily Injury and Property Damage Combined Single Limit: \$1,000,000
 - c. Hangar Keepers Liability: \$300,000 each accident
 - d. Products Liability: \$1,000,000 each accident.
 - e. Fuel Tank Financial Responsibility: \$1,000,000 each accident
- (7) The Operator shall have his/her premises attended and open to provide services for eight (8) hours per day, seven (7) days a week and provide on-call aircraft servicing during all other hours.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner for all services offered. The premises of the operator

must be attended at all times during business operating hours.

- (9) The Operator shall maintain an accurate record of all deliveries of aviation fuel and oil and such records shall be subject to examination and audit by the Commission or its representatives.
- (10) The Operator shall pay to the Commission a fuel flowage fee as determined by the Commission for every gallon of fuel sold or consumed by the Operator. The gallons will be determined from the Operator's invoices and the Operator's usage records and will be payable on or before the 10th day of the following calendar month.

RADIO, INSTRUMENT, OR PROPELLER REPAIR STATION

STATEMENT OF CONCEPT

A radio, instrument, or propeller repair station Operator is a person or persons, firm or corporation, engaged in the business of and providing a shop for the repair of aircraft radios, propellers, and instruments, for general aviation aircraft. This category shall include the sale of new or used aircraft radios, propellers, and instruments, but such is not an exclusive right. The Operator shall hold the appropriate repair shop certificates issued by FAA.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space to hangar a minimum of two (2) aircraft, provide for a shop, house equipment, and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall provide for at least five (2) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (5) The Operator shall provide sufficient equipment, supplies, and parts availability as required by the FAA relevant to the type of maintenance engaged in.
- (6) The following types of insurance are required:
 - a. Aircraft Liability:
Bodily Injury: \$100,000 each person
\$1,000,000 each accident

Property Damage: \$1,000,000 each accident

b. Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.

Bodily Injury: \$100,000 each person
\$1,000,000 each accident

Property Damage \$1,000,000 each accident

c. Hangar Keeper's Liability: \$1,000,000 each accident

d. Products Liability: \$1,000,000 each accident

- (7) The Operator shall have his/her premises attended and open to provide services eight (8) hours daily, five (5) days a week.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person holding a current certificate issued by the FAA with ratings appropriate to the work being offered.

AIRCRAFT CHARTER AND AIR TAXI

STATEMENT OF CONCEPT

An aircraft charter and an air taxi Operator is a person or persons, firm, or corporation engaged in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis or as an air taxi operator, as defined by the Federal Aviation Regulations.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.

- (5) The Operator shall have available for rental, either owned or under written lease to the Operator, not less than one (1) certified and currently airworthy aircraft, which must be a four-place aircraft multi engine aircraft which meet the requirements of the air taxi or air charter certificate held by the Operator, including instrument operations.
- (6) The following types of insurance are required:
- a. Aircraft Liability:
 - Bodily Injury: \$100,000 each person
\$1,000,000 each accident
 - Passenger Liability: \$100,000 each person
\$1,000,000 each accident
 - Property Damage: \$1,000,000 each accident
 - b. Commercial General Liability Insurance:
 - Combined Single Limit: \$5,000,000
 - General Aggregate: \$5,000,000
- (7) The Operator shall have his/her premises attended and open to provide services eight (8) hours daily five (5) days a week. The Operator shall provide on call service during hours other than scheduled open hours.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having a current FAA issued commercial pilot certificate with appropriate ratings to permit the flight activity offered by the Operator.

AIRCRAFT STORAGE-HANGAR KEEPER

STATEMENT OF CONCEPT

A Hangar Keeper is a person or persons, firm or corporation engaged in the rental of hangar space, single or multiple hangar, or multiple T-hangars.

MINIMUM STANDARDS

- (1) The Operator shall lease an amount of land from the Commission appropriate to the size of hangar to be constructed in an area which has been designated by the Owner.
- (2) The Operator shall have a Hangar Keepers agreement with the Owner.
- (3) The Operator shall pay a percentage of gross receipts, as specified in the agreement, to the airport Commission for the right and privilege to conduct a Hangar Keepers business on the airport.
- (4) The Operator shall have airport Commission approved lease agreements with all tenants and shall provide a current list of tenants to the airport manager.
- (5) The following types of insurance are required:
 - a. Comprehensive Public Liability and Comprehensive Property Damage, including

Vehicular.

Bodily Injury:	\$100,000 each person \$1,000,000 each accident
Property Damage	\$1,000,000 each accident

b. Hangar Keeper's Liability: \$1,000,000 each accident

- (6) The hangar space Operator shall have its facilities available for the tenant's aircraft removal and storage twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks per year.
- (7) The Operator, when aircraft movement is a part of the services offered, shall demonstrate that it can provide sufficient personnel trained to meet all requirements for the storage of aircraft and that it possesses all appropriate equipment to perform the services offered.

SPECIALIZED COMMERCIAL FLYING SERVICES

STATEMENT OF CONCEPT

A specialized commercial flying services Operator whose base of operation is the Baraboo-Wisconsin Dells Municipal Airport is a person or persons, firm or corporation engaged in air craft services for hire for the purposes of providing, but not limited to, the activities listed below:

- a. Nonstop sightseeing flights that begin and end at the Baraboo-Wisconsin Dells Municipal Airport
- b. Crop dusting, seeding, spraying, and bird chasing
- c. Banner towing and aerial advertising
- d. Aerial photography or survey
- e. Power-line or pipe line patrol
- f. Freight carrier-loading/unloading or delivery of cargo, packages or mail
- g. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

MINIMUM STANDARDS

- (1) The Operator shall have a written agreement with the Commission to conduct business from Baraboo-Wisconsin Dells Regional Airport and shall pay a landing fee to the Owner, in addition to land rentals, for the right and privilege to use the Baraboo-Wisconsin Dells Regional Airport in the conduct of its' business.
- (2) All Operators shall demonstrate that they have the availability of aircraft suitably equipped and approved for the particular type of operation they intend to perform.
- (3) The Operator shall lease land from the Commission an area of the airport sufficient to accommodate all activities and operations proposed by the Operator. The minimum areas and type of facility required in each instance shall be determined by and subject to the approval of the Owner.

- (4) In the case of crop dusting, aerial application or other commercial use of chemicals, the Operator shall provide suitable facilities which includes a centrally drained paved area of 2500 square feet minimum within his/her leased area for safe loading, unloading, storage, washing of aircraft and to facilitate its removal from the airport property. The operator shall provide tank trucks for handling of chemicals and liquid mixing materials and shall provide adequate ground equipment for the safe loading and handling of dusting materials.
- (5) The Commission shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All Operators will, however, be required to maintain the Aircraft Liability Coverage as set forth for all Operators.
- (6) The Operator shall have in his/her employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.
- (7) The Operator must provide, by means of an office or telephone, a point of contact for the public desiring to utilize Operator's services.

MULTIPLE SERVICES

STATEMENT OF CONCEPT

A multiple services Operator is a person or persons, firm or corporation engaged in any two (2) or more of the aeronautical non-specialized services in addition to any specialized service provided for which minimum standards have been herein provided.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Commission existing facilities, if available, or an area no less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet for aircraft storage, shop and equipment, and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use. If flight training is to be offered, the Operator shall provide classroom and briefing room facilities within the office space. If existing facilities are leased from the owner, such facilities shall be deemed to meet the minimum requirement herein set forth.
- (2) The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft

movement from the operators building to the taxiway that has been or will be provided by the owner.

- (6) The Operator shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed; multiple uses can be made of all aircraft with the exception of aircraft used for crop dusting, aerial application, or other commercial use of chemicals.
- (7) The Operator shall provide the facilities, equipment and services required to meet the minimum standards as herein provided for each aeronautical service the Operator is performing. Cross utilization of facilities, personnel, and equipment can be made providing it does not result in a reduction of service covered within the Operators agreement.
- (8) The Operator shall obtain, as a minimum, that insurance coverage which is equal to the highest individual insurance requirement of the aeronautical services being performed by Operator.
- (9) The Operator shall adhere to the hours of operation required for each aeronautical service being performed.
- (10) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements for each aeronautical service the Operator is performing as herein provided. Multiple responsibilities and cross utilization of personnel may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator.
- (11) The Operator, except if he is performing multiple combinations of services for which aircraft are not required, shall have available and based at the Baraboo-Wisconsin Dells Regional Airport either owned by Operator or under written lease to Operator, not less than two (2) certified and currently airworthy aircraft. These aircraft shall be equipped and capable of flight to meet the minimum standards and requirements for each service to be provided.

FLYING CLUBS

STATEMENT OF CONCEPT

Each club must be a non-profit Wisconsin corporation or partnership. Each member must be a *bona fide* owner of the aircraft or a stockholder in the corporation owning the aircraft. If the club is a corporation, the value of each stock must be equal, and the combined value of the stock cannot exceed the value of the aircraft owned by the corporation.

MINIMUM STANDARDS

- (1) The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual cost of operation, maintenance and replacement of its aircraft. The Club will keep current a complete list of the Club's membership and a record of Club finances and will make such available to the Commission upon request.

- (2) The Club's aircraft will not be used by other than *bona fide* members and by no one for hire, charter, or air taxi. Student instructions may be given in the Club aircraft by one Club member to another Club member, providing no compensation takes place. Other student instruction originating from the Airport can be given in the club aircraft by an Operator or sub-leasee of the Operator that meets the minimum standards and has a current agreement with the Commission to provide flight instruction.
- (3) In the event the Club fails to comply with these conditions, the Commission will notify the Club in writing of such violations. The Club shall have fourteen (14) days to correct such violations. If the Club fails to correct the violations, the Commission may demand the Club's removal from the Airport or may take other appropriate legal action deemed advisable by the attorney of the Owner.
- (4) The flying Club must agree and provide as a minimum insurance in the following categories to the same level as required for all Operators:
- a. Aircraft Liability:

Bodily Injury and Property Damage	
Bodily Injury – Each Person	\$100,000
Combined Single Limit	\$1,000,000 each accident

 - b. Comprehensive Public Liability and Comprehensive Property Damage, Including Vehicular:

Bodily Injury and Property Damage	
Combined Single Limit	\$1,000,000 each accident
- (5) Aircraft maintenance performed by the Club shall be limited to only that maintenance that does not require a mechanic holding a current FAA certificate. All other maintenance must be provided by a lessee based on the Airport who provides such service, or if an A&P service is not available on the airport and the service is required to be performed on the airport, by a mechanic holding a FAA certificate who shall not receive remuneration in any manner for such service, or by a mechanic having an agreement directly with the Commission or a sub-lease agreement with an Operator having an agreement with the Commission to provide services on the Airport.

NON-COMMERCIAL AVIATION FUEL USAGE

STATEMENT OF CONCEPT

A non-commercial aviation fuel user maintains or performs fuel storage and/or transfer for his/her own aircraft or aircraft leased for his/her exclusive use.

MINIMUM STANDARDS

- (1) No person shall engage in the activity of storing, transporting, or dispensing of non-commercial

aviation fuels except those persons holding a written agreement with the Owner.

- (2) At no time shall Lessee share, sub-lease, or in any other manner provide fuel or fueling facilities to any other tenant or any other aircraft except those aircraft owned or leased for the exclusive use of the tenant designated in the agreement.
- (3) All persons performing self-fueling of their own aircraft shall agree not to fuel aircraft within a building or hangar and shall fuel only in an area designated for such purpose by the Commission.
- (4) Where on site storage is required, Lessee shall install and maintain all fuel storage facilities within the Fuel Farm in accordance with plans and specifications approved in writing by the Commission.
- (5) Lessee shall comply with all local, state and federal laws and regulations governing the installation, operation, and maintenance of all fueling facilities, equipment and dispensing trucks.
- (6) Dispensing trucks, bulk fuel trucks, emergency vehicles and other vehicles approved by the Commission shall meet all local, state, and federal code and shall be the only vehicles permitted within the Fuel Farm Area.
- (7) All fuel storage shall be in tanks approved by the Commission, and equipped with necessary equipment such as valves, meters and vents that meet all local, state, and federal codes.
- (8) Each prospective fuel Lessee shall submit to the Commission a written proposal which sets forth the extent of operations, to include where appropriate: fuel grades; estimated annual volume; experience and training of fuel handling personnel; type, size and condition of all fueling facilities and equipment to be used; assurance provisions for the security and safety of the facility; and any cost that may expect to be incurred by the Owner.
- (9) The Lessee, where appropriate, shall have the following insurance in the amounts required by all Operators:
 - a. Commercial General Liability Insurance:
 - Combined Single Limit: \$5,000,000
 - General Aggregate: \$5,000,000
 - b. Fuel Tank Financial Responsibility:
 - Combined Single Limit: \$1,000,000
 - General Aggregate: \$1,000,000
- (10) In all cases, the Lessee shall pay to the Commission a fuel flowage fee on the amount of fuel received into storage or dispensed into aircraft at the current rate established for commercial fuel Operators on the Airport. The Lessee shall submit to the Commission the amount of gallons received each month on or before the 10th day of the following calendar month. The Lessee shall also maintain copies or original receipts from the fuel vendor as evidence of amount of gallons dispensed per month.

- (11) Where appropriate, the minimum storage tank allowed shall be determined by the Commission at the time of application and shall be of sufficient size to minimize the number of fueling transfer operations to the greatest extent possible.

OPERATORS SUBLEASING FROM

ANOTHER COMMERCIAL OPERATOR ON THE AIRPORT

- (1) Prior to finalizing an agreement, the lessee and sub-lessee shall obtain the written approval of the Commission for the business proposed. Said sublease shall define the type of business and service to be offered by the sub-lessee Operator.
- (2) The sub-lessee Operator shall meet all of the minimum standards and pay all fees established by the Commission for the categories of services to be furnished by the Operator. The Minimum Standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the standards.
- (3) The sublease agreement shall specifically identify the portion of facilities to be used by sub-lessee and the financial agreement entered into for the sub-lessee's use of such facilities.

ENFORCEMENT

The Airport Commission or its designee shall have the authority to request enforcement through the County Sheriffs Department for any violations of the terms and condition herein set forth.

The Airport Commission reserves the right to waive, modify or eliminate any or all Minimum Standards temporarily or permanently consistent with Wisconsin Bureau of Aeronautics and Federal Aviation Administration guidelines at its sole discretion if it deems it to be in the best interest of the airport.

PENALTIES

Any person or persons, party, firm or corporation who shall violate any of the provisions of this document shall be subject to civil and criminal penalties.

EXHIBIT A

MINIMUM INSURANCE COVERAGE

It is hereby understood and agreed that the insurance required by the Commission is primary coverage. Claims made form of coverage in not acceptable. All insurance shall be in full force upon the execution of this Lease and shall remain in full force for the entire duration of the Lease including any and all extension terms of the Lease.

MINIMUM POLICY REQUIREMENTS AND AMOUNTS.

1. Commercial General Liability Insurance – IF APPLICABLE, in the minimum amount of \$2,000,000 Combined Single Limit per occurrence and \$2,000,000 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.
2. Aircraft Liability Insurance – IF APPLICABLE, bodily injury in the amount of \$100,000 each person and \$1,000,000 each accident; passenger liability in the amount of \$100,000 each person/\$1,000,000 each accident; property damage in the amount of \$1,000,000 each accident.
3. Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular – IF PERMITTED BY COMMISSION IN LIEU OF COMMERCIAL GENERAL LIABILITY INSURANCE, in the minimum amount of \$100,000 for each person/\$1,000,000 each accident for bodily Injury ; in the amount of \$1,000,000 each accident for property damage.
4. Hangar Keeper's Liability Insurance – IF APPLICABLE, in the minimum amount of \$100,000 for any one aircraft and \$1,000,000 any one occurrence, or more as values require.
5. Products-Completed Operations Liability Insurance – IF APPLICABLE, 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.
6. Commercial/Business Automobile Liability Insurance – IF APPLICABLE, 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.
7. Worker's Compensation Insurance - IF REQUIRED BY LAW, plus employer's liability insurance in the minimum amounts of \$100,000 per accident, \$100,000 disease per person, with a \$500,000 disease policy limit.
8. Aircraft Liability Insurance – IF APPLICABLE, 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.

9. Fuel Tank Financial Responsibility/Environmental Impairment Liability Insurance - IF APPLICABLE, Lessee shall maintain 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.

ADDITIONAL INSURANCE REQUIRED BY COMMISSION.

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

ADDITIONAL CONDITIONS.

1. The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.
2. All policies, except worker's compensation policy, shall name the Commission, the City of Baraboo and the Village of Lake Delton, and their respective elected or appointed officials, officers, representatives, directors, commissioners, agents and employees as "ADDITIONAL INSURED."S."
3. Lessee shall furnish certificate of insurances evidencing the required coverage cited herein prior to engaging in any commercial aeronautical activities.
4. Such certificates shall provide for unequivocal thirty (30) day notice of cancellation or material change of any policy limits or conditions.

4.

MINIMUM STANDARDS AND REQUIREMENTS

FOR

AIRPORT AERONAUTICAL SERVICES

AND ACTIVITY

AT

BARABOO-WISCONSIN DELLS REGIONAL AIRPORT

Adopted August 21st 2002

Amended April 20, 2005

Amended February 22, 2006

Amended: _____

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DEFINITIONS USED IN THIS DOCUMENT

Aeronautical Service or Activity means any service which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

Agricultural Lands means Airport owned property that is not presently needed for aeronautical use and is available for agrarian purposes.

Airport means the Baraboo-Wisconsin Dells Regional Airport.

Airport Commission or Commission has the meaning as assigned by §114.14, Wis. Stat., and consists of representatives from the City of Baraboo and Village of Lake Delton, the joint Owners of the Airport.

Airport Manager means the person or entity selected by the Commission to manage airport.

FAA means the Federal Aviation Administration.

Lease is the right to conduct commercial, aeronautical or agricultural activities on the airport as defined within the parameters of the established minimum standards.

Operator means any person or persons, firm, partnership, corporation, association or group using the airport for recreational purposes or as a necessary or incidental element of their business, or operates a business that provides any one or a combination of aeronautical services to or for aviation users at the Airport.

Minimum Standards means the qualifications which are established herein by the Commission as the minimum requirements to be met as a condition for the right to conduct an aeronautical service or activity on the airport.

MINIMUM STANDARDS FOR ALL OPERATORS

The following standards shall apply to all Operators, with the exception of flying clubs whose complete list of standards are presented in the section which pertains solely to that type of operation.

- (1) Terms and duration of Leases shall be mutually agreed upon between the parties commensurate with the Operator's financial investment in his/her facility. If the duration of the lease is to exceed five years in length, provisions shall be made to periodically review the terms and rents of the lease relative to economic conditions and changes in the airport environment.
- (2) Operator shall have the experience necessary to conduct any aeronautical service he/she wishes to provide to the public and shall submit a statement of qualifications to the Commission upon request. This requirement can be met if the Operator has in a supervisory position a person of such experience. Should an Operator not have such experience, but can demonstrate to the Commission satisfaction that he/she has had equivalent related experience or training, such may be deemed acceptable. The Operator shall submit a letter of intent detailing the services which he/she wishes to provide, compliance with the relevant minimum standard as presented in this

document, ratings and licenses his/her organization will have, and general scope of the operation.

- (3) Any Operator seeking to conduct aeronautical services at the airport must provide the Commission a letter of financial integrity, to the Commission's satisfaction, from a bank or trust company doing business in the area, or other such source that may be readily verified through normal banking channels. The Operator must also demonstrate that he/she has the financial ability or backing, where applicable, for the construction of facilities that may be required for the proposed concept of operation. In addition, the financial institution letter should include a current financial net worth showing that applicant holds unencumbered current assets in a total amount at least equaling three (3) months estimated maintenance and operating expenses. A performance bond may be used to meet this requirement.
- (4) All Operators shall demonstrate to the Commission's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. See Exhibit A for the minimum insurance requirements for all Operators.
- (5) Each lease for ground space and contract for business at the airport entered into by the Commission shall include each of the following provisions as are required by State and Federal governments:
 - a. Fair and Nondiscriminatory Provisions
 - b. Affirmative Action Assurances
 - c. Civil Rights Assurances
 - d. Nonexclusive Rights Provision
 - e. Other mandated provision
 - f. The most current amendment or form of such mandatory lease provisions shall be obtained from the State or Federal governments and shall be kept on file in the office of the clerk of the airport owner and shall be included in each lease at the time of execution.
- (6) All Operators shall have the right in common with others so authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences of the take-off, flying and landing of aircraft.
- (7) Any construction required of any Operator shall be in accordance with design and construction requirements of the Owner, State and Federal regulations and applicable codes. All plans and specifications shall be submitted to the Commission for approval.
- (8) The Operator shall provide adequate, paved auto parking space within the leased area sufficient to accommodate all activities and operations.
- (9) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.
- (10) These minimum standards should be renewed on a periodic basis and adjusted if necessary to reflect changes to the airport environs, compliance requirements and lease terms as they relate

to the existing minimum standards.

- (11) All present Operators or tenants of the Airport having agreements with the Airport prior to the installation of these minimum standards may be allowed to continue operations without fully complying with them, provided the Commission determines that the continued operation is in the best interest of activity at the Airport and that the operation is not in violation of any airport assurance compliance regulations. If the current Operators lease agreement requires compliance with Minimum Standards as revised from time to time, these revised standards and future revisions shall be applied upon the approval of the modified standards. If the current lease does not have a provision for compliance with Minimum Standards the appropriate compliance clause shall be inserted into the lease at the termination/renewal of the present lease, or at any agreed upon review date established in the agreement to review rate structure or terms, at the sole discretion of the Owner.
- (12) All FBO businesses are allowed only by separate contract. All Operators shall abide by Commission's posted fee schedule. In addition, fees and development issues for the specific FBO must be negotiated as part of the contract.
- (13) All operators, land lessees, or tenants of the airport must comply with the requirements of the Airport Security Plan adopted on _____. Copies of the Airport Security Plan will be distributed to each operator, land lessee or tenant as well as County and local law enforcement, fire and EMS departments.
- (14) 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.
- (15) If an applicant is denied access to the secured area by the Airport Manager, they may appeal the decision by requesting the Airport Commission review the clearance request. The Airport Commission shall make the final decision whether to grant or deny access to the secured area.

AIRCRAFT SALES

STATEMENT OF CONCEPT

An aircraft sales Operator engages in the sale of new or used aircraft either independently or through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space to provide for outside display and storage of aircraft and on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage. Provisions shall be made for parking of at least two (2) automobiles outside of the aircraft parking area and within the leased area.

- (2) The Operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement (a copy of which shall be on file with the Airport Commission) with a repair shop operator at the Baraboo-Wisconsin Dells Municipal Airport or within fifty (50) miles. The Operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted. The Operator who is engaged in the business of selling new aircraft shall have available or on call at least one single engine demonstrator.

- (3) The Operator performing services under this category shall carry the following types of insurance in the minimum limits specified and a certificate shall be submitted to the airport commission and shall be kept current at all times:
 - a. Aircraft Liability:

Bodily Injury	\$100,000 each person/\$1,000,000 each accident
Passenger Liability	\$100,000 each person/\$1,000,000 each accident
Property Damage	\$1,000,000 each accident

 - b. Commercial General Liability Insurance:

Combined Single Limit:	\$5,000,000
General Aggregate:	\$5,000,000

 - c. Hangar Keeper's Liability: \$1,000,000 each accident

 - d. Products Liability: \$1,000,000

- (4) The Operator shall have his/her premises open and services available eight (8) hours daily, five (5) days a week. The Operator shall make provision for someone to be in attendance on the premises at all times during the required operating hours.

- (5) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner. 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, and provide check ride pilots for aircraft sold.

**AIRCRAFT AIRFRAME, ENGINE AND
ACCESSORY MAINTENANCE AND REPAIR**

STATEMENT OF CONCEPT

An aircraft airframe, engine and accessory maintenance and repair Operator is a person or persons, firm or corporation, providing one or a combination of airframe, engine and accessory and repair services on aircraft, with at least one person holding a current certificate issued by the FAA with appropriate ratings to perform the services offered. This category shall also include the non-exclusive right to sell aircraft parts and accessories.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for airframe and power plant repair services including a segregated painting area (if this service will be provided), all meeting local and state industrial code requirements, and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (5) The Operator shall provide sufficient equipment, supplies, and parts availability as required by the FAA relevant to the type of maintenance engaged in.
- (6) The following types of insurance are required:
 - a. Aircraft Liability:
 - Bodily Injury: \$100,000 each person
\$1,000,000 each accident
 - Property Damage: \$1,000,000 each accident
 - b. Commercial General Liability Insurance:
 - Combined Single Limit: \$1,000,000
 - General Aggregate: \$1,000,000
 - c. Hangar Keeper's Liability: \$1,000,000 each accident
 - d. Products Liability: \$1,000,000 each accident
- (7) The Operator shall have his/her premises attended and open to provide services eight (8) hours daily, five (5) days a week.

- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person holding a current certificate issued by the FAA with ratings appropriate to the work being offered.

AIRCRAFT LEASE AND RENTAL

STATEMENT OF CONCEPT

An aircraft lease or rental Operator is a person or persons, firm or corporation engaged in the rental or lease of aircraft to the public.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (5) The Operator shall have available for rental, either owned or under written lease to Operator, not less than two (2) certified and currently airworthy aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped and certified for flight under instrument weather conditions.
- (6) The following types of insurance are required:
- a. Aircraft Liability:
 - Bodily Injury \$100,000 each person
\$1,000,000 each accident
 - Passenger Liability \$100,000 each person
\$1,000,000 each accident
 - Property Damage \$1,000,000 each accident
 - b. Commercial General Liability Insurance:
 - Combined Single Limit: \$5,000,000
 - General Aggregate: \$5,000,000

- c. Students and Renters' Liability: \$100,000 each accident
-) The Operator shall have his/her premises attended and open to provide services eight (8) hours daily seven (7) days a week.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having a current FAA commercial pilot certificate with appropriate ratings, including instructor rating. The office of the operator must be attended at all times during business operating hours.

FLIGHT TRAINING

STATEMENT OF CONCEPT

A flight training Operator is a person or persons, firm or corporation engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary in preparation for taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, classroom, briefing room, pilot lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (5) The Operator shall have available for use in flight training, either owned or under written lease to Operator, not less than two (2) properly certificated aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped for and capable of use in instrument flight instruction.
- (6) The following types of insurance are required:
 - a. Aircraft Liability:
Bodily Injury \$100,000 each person

	\$1,000,000 each accident
Passenger Liability	\$100,000 each person
	\$1,000,000 each accident
Property Damage	\$1,000,000 each accident

b. Commercial General Liability Insurance:

Combined Single Limit: \$5,000,000

General Aggregate: \$5,000,000

c. Students and Renters' Liability: \$100,000 each accident

-) The Operator shall have his/her premises attended and open to provide services eight (8) hours daily, seven (7) days a week.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having a current FAA commercial pilot certificate with appropriate ratings, including instructor rating. The office of the operator must be attended at all times during business operating hours.

AIRCRAFT FUELS AND OIL SERVICE

STATEMENT OF CONCEPT

Fuel and oil services include the sale and into-plane delivery of recognized brands of aviation fuels, lubricants, and other related aviation petroleum products. The Operator shall provide servicing of aircraft, including ramp assistance and the parking, storage, and tie-down of aircraft within the leased area. The operator shall provide a minimum of two (2) additional non-specialized aeronautical services as listed below.

MINIMUM STANDARDS

- (1) The Operator shall lease the facility from the Owner, if available, or shall lease from the Commission an area of not less than 100,000 square feet of ground space in an area designated by the Commission for fuel storage, on which shall be installed a minimum 10,000 gallon above ground or underground fuel storage tank as approved by the airport commission, for each type of aviation fuel to be provided and 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, classroom, briefing room, pilot lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall lease from the owner, if available, or provide the required pumping equipment, either mobile or fixed, to meet all applicable safety requirements relative to fuel dispensing as required by Federal, State and local regulations, and shall provide reliable metering devices which conform to Federal, State and local regulations.

- (3) The Operator shall provide such minor repair service that does not require a mechanic holding a current FAA certificate and cabin services to general aviation aircraft as can be performed efficiently on the ramp or apron parking area, but only within the premises leased to the Operator.
- (4) The Operator shall procure and maintain tools, jacks, towing equipment, tire repairing equipment, energizers and starters, heaters, oxygen supplies, fire extinguishers, and passenger loading steps as appropriate and necessary for the servicing of the aircraft regularly using the Airport. All equipment shall be maintained and operated in accordance with local and State industrial codes.
- (5) The Operator shall meet the minimum standards for and provide a minimum of two (2) of the following services in addition to fuel and oil sales and service:
 - a. Aircraft Airframe, Engine and Accessory Maintenance and Repair
 - b. Flight Training
 - c. Aircraft Lease or Rental
- (6) The following types of insurance are required:
 - a. Aircraft Liability:
 - Bodily Injury: \$100,000 each person
\$1,000,000 each accident
 - Passenger Liability: \$100,000 each person
\$1,000,000 each accident
 - Property Damage: \$1,000,000 each accident
 - b. Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.
 - Bodily Injury and Property Damage Combined Single Limit: \$1,000,000
 - c. Hangar Keepers Liability: \$300,000 each accident
 - d. Products Liability: \$1,000,000 each accident.
 - e. Fuel Tank Financial Responsibility: \$1,000,000 each accident
- (7) The Operator shall have his/her premises attended and open to provide services for eight (8) hours per day, seven (7) days a week and provide on-call aircraft servicing during all other hours.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner for all services offered. The premises of the operator must be attended at all times during business operating hours.
- (9) The Operator shall maintain an accurate record of all deliveries of aviation fuel and oil and such records shall be subject to examination and audit by the Commission or its representatives.

- (10) The Operator shall pay to the Commission a fuel flowage fee as determined by the Commission for every gallon of fuel sold or consumed by the Operator. The gallons will be determined from the Operator's invoices and the Operator's usage records and will be payable on or before the 10th day of the following calendar month.

RADIO, INSTRUMENT, OR PROPELLER REPAIR STATION

STATEMENT OF CONCEPT

A radio, instrument, or propeller repair station Operator is a person or persons, firm or corporation, engaged in the business of and providing a shop for the repair of aircraft radios, propellers, and instruments, for general aviation aircraft. This category shall include the sale of new or used aircraft radios, propellers, and instruments, but such is not an exclusive right. The Operator shall hold the appropriate repair shop certificates issued by FAA.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space to hangar a minimum of two (2) aircraft, provide for a shop, house equipment, and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall provide for at least five (2) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (5) The Operator shall provide sufficient equipment, supplies, and parts availability as required by the FAA relevant to the type of maintenance engaged in.
- (6) The following types of insurance are required:
 - a. Aircraft Liability:

Bodily Injury:	\$100,000 each person
	\$1,000,000 each accident
Property Damage:	\$1,000,000 each accident
 - b. Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.

Bodily Injury:	\$100,000 each person
	\$1,000,000 each accident

Property Damage \$1,000,000 each accident

- c. Hangar Keeper's Liability: \$1,000,000 each accident
 - d. Products Liability: \$1,000,000 each accident
- (7) The Operator shall have his/her premises attended and open to provide services eight (8) hours daily, five (5) days a week.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person holding a current certificate issued by the FAA with ratings appropriate to the work being offered.

AIRCRAFT CHARTER AND AIR TAXI

STATEMENT OF CONCEPT

An aircraft charter and an air taxi Operator is a person or persons, firm, or corporation engaged in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis or as an air taxi operator, as defined by the Federal Aviation Regulations.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (5) The Operator shall have available for rental, either owned or under written lease to the Operator, not less than one (1) certified and currently airworthy aircraft, which must be a four-place aircraft multi engine aircraft which meet the requirements of the air taxi or air charter certificate held by the Operator, including instrument operations.
- (6) The following types of insurance are required:

- a. Aircraft Liability:
 - Bodily Injury: \$100,000 each person
\$1,000,000 each accident
 - Passenger Liability: \$100,000 each person
\$1,000,000 each accident
 - Property Damage: \$1,000,000 each accident

- b. Commercial General Liability Insurance:
 - Combined Single Limit: \$5,000,000
 - General Aggregate: \$5,000,000

- (7) The Operator shall have his/her premises attended and open to provide services eight (8) hours daily five (5) days a week. The Operator shall provide on call service during hours other than scheduled open hours.

- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having a current FAA issued commercial pilot certificate with appropriate ratings to permit the flight activity offered by the Operator.

AIRCRAFT STORAGE-HANGAR KEEPER

STATEMENT OF CONCEPT

A Hangar Keeper is a person or persons, firm or corporation engaged in the rental of hangar space, single or multiple hangar, or multiple T-hangars.

MINIMUM STANDARDS

- (1) The Operator shall lease an amount of land from the Commission appropriate to the size of hangar to be constructed in an area which has been designated by the Owner.
- (2) The Operator shall have a Hangar Keepers agreement with the Owner.
- (3) The Operator shall pay a percentage of gross receipts, as specified in the agreement, to the airport Commission for the right and privilege to conduct a Hangar Keepers business on the airport.
- (4) The Operator shall have airport Commission approved lease agreements with all tenants and shall provide a current list of tenants to the airport manager.
- (5) The following types of insurance are required:
 - a. Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.
 - Bodily Injury: \$100,000 each person
\$1,000,000 each accident
 - Property Damage \$1,000,000 each accident

 - b. Hangar Keeper's Liability: \$1,000,000 each accident

- (6) The hangar space Operator shall have its facilities available for the tenant's aircraft removal and storage twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks per year.
- (7) The Operator, when aircraft movement is a part of the services offered, shall demonstrate that it can provide sufficient personnel trained to meet all requirements for the storage of aircraft and that it possesses all appropriate equipment to perform the services offered.

SPECIALIZED COMMERCIAL FLYING SERVICES

STATEMENT OF CONCEPT

A specialized commercial flying services Operator whose base of operation is the Baraboo-Wisconsin Dells Municipal Airport is a person or persons, firm or corporation engaged in air craft services for hire for the purposes of providing, but not limited to, the activities listed below:

- a. Nonstop sightseeing flights that begin and end at the Baraboo-Wisconsin Dells Municipal Airport
- b. Crop dusting, seeding, spraying, and bird chasing
- c. Banner towing and aerial advertising
- d. Aerial photography or survey
- e. Power-line or pipe line patrol
- f. Freight carrier-loading/unloading or delivery of cargo, packages or mail
- g. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

MINIMUM STANDARDS

- (1) The Operator shall have a written agreement with the Commission to conduct business from Baraboo-Wisconsin Dells Regional Airport and shall pay a landing fee to the Owner, in addition to land rentals, for the right and privilege to use the Baraboo-Wisconsin Dells Regional Airport in the conduct of its' business.
- (2) All Operators shall demonstrate that they have the availability of aircraft suitably equipped and approved for the particular type of operation they intend to perform.
- (3) The Operator shall lease land from the Commission an area of the airport sufficient to accommodate all activities and operations proposed by the Operator. The minimum areas and type of facility required in each instance shall be determined by and subject to the approval of the Owner.
- (4) In the case of crop dusting, aerial application or other commercial use of chemicals, the Operator shall provide suitable facilities which includes a centrally drained paved area of 2500 square feet minimum within his/her leased area for safe loading, unloading, storage, washing of aircraft and to facilitate its removal from the airport property. The operator shall provide tank trucks for handling of chemicals and liquid mixing materials and shall provide adequate ground equipment for the safe loading and handling of dusting materials.

- (5) The Commission shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All Operators will, however, be required to maintain the Aircraft Liability Coverage as set forth for all Operators.
- (6) The Operator shall have in his/her employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.
- (7) The Operator must provide, by means of an office or telephone, a point of contact for the public desiring to utilize Operator's services.

MULTIPLE SERVICES

STATEMENT OF CONCEPT

A multiple services Operator is a person or persons, firm or corporation engaged in any two (2) or more of the aeronautical non-specialized services in addition to any specialized service provided for which minimum standards have been herein provided.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Commission existing facilities, if available, or an area no less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet for aircraft storage, shop and equipment, and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use. If flight training is to be offered, the Operator shall provide classroom and briefing room facilities within the office space. If existing facilities are leased from the owner, such facilities shall be deemed to meet the minimum requirement herein set forth.
- (2) The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (6) The Operator shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed; multiple uses can be made of all aircraft with the exception of aircraft used for crop dusting, aerial application, or other commercial use of chemicals.

- (7) The Operator shall provide the facilities, equipment and services required to meet the minimum standards as herein provided for each aeronautical service the Operator is performing. Cross utilization of facilities, personnel, and equipment can be made providing it does not result in a reduction of service covered within the Operators agreement.
- (8) The Operator shall obtain, as a minimum, that insurance coverage which is equal to the highest individual insurance requirement of the aeronautical services being performed by Operator.
- (9) The Operator shall adhere to the hours of operation required for each aeronautical service being performed.
- (10) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements for each aeronautical service the Operator is performing as herein provided. Multiple responsibilities and cross utilization of personnel may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator.
- (11) The Operator, except if he is performing multiple combinations of services for which aircraft are not required, shall have available and based at the Baraboo-Wisconsin Dells Regional Airport either owned by Operator or under written lease to Operator, not less than two (2) certified and currently airworthy aircraft. These aircraft shall be equipped and capable of flight to meet the minimum standards and requirements for each service to be provided.

FLYING CLUBS

STATEMENT OF CONCEPT

Each club must be a non-profit Wisconsin corporation or partnership. Each member must be a *bona fide* owner of the aircraft or a stockholder in the corporation owning the aircraft. If the club is a corporation, the value of each stock must be equal, and the combined value of the stock cannot exceed the value of the aircraft owned by the corporation.

MINIMUM STANDARDS

- (1) The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual cost of operation, maintenance and replacement of its aircraft. The Club will keep current a complete list of the Club's membership and a record of Club finances and will make such available to the Commission upon request.
- (2) The Club's aircraft will not be used by other than *bona fide* members and by no one for hire, charter, or air taxi. Student instructions may be given in the Club aircraft by one Club member to another Club member, providing no compensation takes place. Other student instruction originating from the Airport can be given in the club aircraft by an Operator or sub-leasee of the Operator that meets the minimum standards and has a current agreement with the Commission to provide flight instruction.
- (3) In the event the Club fails to comply with these conditions, the Commission will notify the Club in

writing of such violations. The Club shall have fourteen (14) days to correct such violations. If the Club fails to correct the violations, the Commission may demand the Club's removal from the Airport or may take other appropriate legal action deemed advisable by the attorney of the Owner.

(2) The flying Club must agree and provide as a minimum insurance in the following categories to the same level as required for all Operators:

a. Aircraft Liability:

Bodily Injury and Property Damage	
Bodily Injury – Each Person	\$100,000
Combined Single Limit	\$1,000,000 each accident

b. Comprehensive Public Liability and Comprehensive Property Damage, Including Vehicular:

Bodily Injury and Property Damage	
Combined Single Limit	\$1,000,000 each accident

(5) Aircraft maintenance performed by the Club shall be limited to only that maintenance that does not require a mechanic holding a current FAA certificate. All other maintenance must be provided by a lessee based on the Airport who provides such service, or if an A&P service is not available on the airport and the service is required to be performed on the airport, by a mechanic holding a FAA certificate who shall not receive remuneration in any manner for such service, or by a mechanic having an agreement directly with the Commission or a sub-lease agreement with an Operator having an agreement with the Commission to provide services on the Airport.

NON-COMMERCIAL AVIATION FUEL USAGE

STATEMENT OF CONCEPT

A non-commercial aviation fuel user maintains or performs fuel storage and/or transfer for his/her own aircraft or aircraft leased for his/her exclusive use.

MINIMUM STANDARDS

- (1) No person shall engage in the activity of storing, transporting, or dispensing of non-commercial aviation fuels except those persons holding a written agreement with the Owner.
- (2) At no time shall Lessee share, sub-lease, or in any other manner provide fuel or fueling facilities to any other tenant or any other aircraft except those aircraft owned or leased for the exclusive use of the tenant designated in the agreement.
- (3) All persons performing self-fueling of their own aircraft shall agree not to fuel aircraft within a building or hangar and shall fuel only in an area designated for such purpose by the Commission.
- (4) Where on site storage is required, Lessee shall install and maintain all fuel storage facilities within

the Fuel Farm in accordance with plans and specifications approved in writing by the Commission.

- (5) Lessee shall comply with all local, state and federal laws and regulations governing the installation, operation, and maintenance of all fueling facilities, equipment and dispensing trucks.
- (6) Dispensing trucks, bulk fuel trucks, emergency vehicles and other vehicles approved by the Commission shall meet all local, state, and federal code and shall be the only vehicles permitted within the Fuel Farm Area.
- (7) All fuel storage shall be in tanks approved by the Commission, and equipped with necessary equipment such as valves, meters and vents that meet all local, state, and federal codes.
- (8) Each prospective fuel Lessee shall submit to the Commission a written proposal which sets forth the extent of operations, to include where appropriate: fuel grades; estimated annual volume; experience and training of fuel handling personnel; type, size and condition of all fueling facilities and equipment to be used; assurance provisions for the security and safety of the facility; and any cost that may expect to be incurred by the Owner.
- (9) The Lessee, where appropriate, shall have the following insurance in the amounts required by all Operators:
 - a. Commercial General Liability Insurance:
 - Combined Single Limit: \$5,000,000
 - General Aggregate: \$5,000,000
 - b. Fuel Tank Financial Responsibility:
 - Combined Single Limit: \$1,000,000
 - General Aggregate: \$1,000,000
- (10) In all cases, the Lessee shall pay to the Commission a fuel flowage fee on the amount of fuel received into storage or dispensed into aircraft at the current rate established for commercial fuel Operators on the Airport. The Lessee shall submit to the Commission the amount of gallons received each month on or before the 10th day of the following calendar month. The Lessee shall also maintain copies or original receipts from the fuel vendor as evidence of amount of gallons dispensed per month.
- (11) Where appropriate, the minimum storage tank allowed shall be determined by the Commission at the time of application and shall be of sufficient size to minimize the number of fueling transfer operations to the greatest extent possible.

**OPERATORS SUBLEASING FROM
ANOTHER COMMERCIAL OPERATOR ON THE AIRPORT**

- (1) Prior to finalizing an agreement, the lessee and sub-lessee shall obtain the written approval of the Commission for the business proposed. Said sublease shall define the type of business and service to be offered by the sub-lessee Operator.
- (2) The sub-lessee Operator shall meet all of the minimum standards and pay all fees established by the Commission for the categories of services to be furnished by the Operator. The Minimum Standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the standards.
- (3) The sublease agreement shall specifically identify the portion of facilities to be used by sub-lessee and the financial agreement entered into for the sub-lessees use of such facilities.

ENFORCEMENT

The Airport Commission or its designee shall have the authority to request enforcement through the County Sheriffs Department for any violations of the terms and condition herein set forth.

The Airport Commission reserves the right to waive, modify or eliminate any or all Minimum Standards temporarily or permanently consistent with Wisconsin Bureau of Aeronautics and Federal Aviation Administration guidelines at its sole discretion if it deems it to be in the best interest of the airport.

PENALTIES

Any person or persons, party, firm or corporation who shall violate any of the provisions of this Ordinance shall be subject to civil and criminal penalties.

EXHIBIT A
MINIMUM INSURANCE COVERAGE

It is hereby understood and agreed that the insurance required by the Commission is primary coverage. Claims made form of coverage in not acceptable. All insurance shall be in full force upon the execution of this Lease and shall remain in full force for the entire duration of the Lease including any and all extension terms of the Lease.

MINIMUM POLICY REQUIREMENTS AND AMOUNTS.

1. Commercial General Liability Insurance - In the minimum amount of \$5,000,000 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.
2. Aircraft Liability Insurance – If applicable, bodily injury in the amount of \$100,000 each person and \$1,000,000 each accident; passenger liability in the amount of \$100,000 each person/\$1,000,000 each accident; property damage in the amount of \$1,000,000 each accident.
3. Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular – If permitted by Commission in lieu of Commercial General Liability Insurance, in the minimum amount of \$100,000 for each person/\$1,000,000 each accident for bodily Injury ; in the amount of \$1,000,000 each accident for property damage.
4. Hangar Keeper’s Liability Insurance – If applicable, in the minimum amount of \$100,000 for any one aircraft and \$1,000,000 any one occurrence, or more as values require.
5. Products-Completed Operations Liability Insurance – If applicable, 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.
6. Commercial/Business Automobile Liability Insurance – If applicable, 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.
7. Worker’s Compensation Insurance - If required by law, plus employer’s liability insurance in the minimum amounts of \$100,000 per accident, \$100,000 disease per person, with a \$500,000 disease policy limit.
8. Aircraft Liability Insurance – If applicable, 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.
9. Fuel Tank Financial Responsibility/Environmental Impairment Liability Insurance - If applicable, Lessee shall maintain 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.

ADDITIONAL INSURANCE REQUIRED BY COMMISSION.

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

ADDITIONAL CONDITIONS.

1. The insurance coverage required must be provided by an insurance carrier with the “Best” rating of “A-VII” or better. All

carriers shall be admitted carriers in the State of Wisconsin.

2. All policies, except worker's compensation policy, shall name the Commission, the City of Baraboo and the Village of Lake Delton, and their respective elected or appointed officials, officers, representatives, directors, commissioners, agents and employees as "Additional Insureds."
3. Lessee shall furnish certificate of insurances evidencing the required coverage cited herein prior to engaging in any commercial aeronautical activities.
4. Such certificates shall provide for unequivocal thirty (30) day notice of cancellation or material change of any policy limits or conditions.

5.

STANDARD HANGER LAND LEASE AGREEMENT

BETWEEN

BARABOO-WISCONSIN DELLS REGIONAL AIRPORT

AND

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THIS BARABOO-WISCONSIN DELLS REGIONAL AIRPORT HANGAR LAND LEASE AGREEMENT (“LEASE”) is made and entered into by and between Baraboo-Wisconsin Dells Regional Airport Commission (“LESSOR”), created pursuant to §114.14(2)(a), Wis. Stat., for the purpose of operating and managing the Baraboo-Wisconsin Dells Regional Airport (“AIRPORT”), and _____ (“LESSEE”).

NOW, THEREFORE, for the mutual consideration stated herein, the Lessor and the Lessee agree as follows:

ARTICLE 1: LEASED PREMISES

The Lessor agrees to lease to the Lessee, and the Lessee agrees to lease from the Lessor, the following described portion of the Airport (“LEASED PREMISES”):

LOT # ____. A parcel of land approximately ____ feet wide by ____ feet long and containing approximately ____ square feet, which is more specifically shown on Exhibit 1 which is attached to and made a part of this Lease.

ARTICLE II: PURPOSE

The Leased Premises is to be used by the Lessee for the purpose of the Lessee constructing of a hangar that will be used by the Lessee for the inside storage of aircraft owned by Lessee, the storage of related materials and supplies, and for no other purpose unless approved in writing by the Lessor (“HANGAR”).

ARTICLE III: TERM

1. This Lease shall be in full force and effect from _____ (“EFFECTIVE DATE”) until _____ (“EXPIRATION DATE”), a twenty-five (25) year period, unless terminated sooner as permitted by this Lease.
2. Lessee shall have option to renew this Lease for consecutive five (5) year periods subject to the terms and conditions hereof, including the provisions governing the renegotiations of rental fees (“RENEWAL TERM”).
 - a. Notice to exercise a Renewal Term shall be submitted by the Lessee to the Lessor neither more than 24-months nor less than 12-months prior to the Expiration Date.
 - b. Upon receipt of a notice to exercise a Renewal Term, the Lessor shall prepare an addendum to this Lease which shall reflect the Lessor's current terms and conditions for Hangar Land Leases. Any modifications to the lease terms and conditions shall commence with the start of each Renewal Term.
 - c. The Lessor may deny the Lessee's request to exercise a Renewal Term if the Lessee is in violation of any provisions of the Airport's then current Rules and Regulations or any of the terms and conditions of the existing lease, or if the intended or projected use of the premises would require the improvements to be removed, and would then give notice of its intent not to extend the lease in accordance with this paragraph.

ARTICLE IV: FEES AND RENT

1. The Lessee shall pay the following fees and rent:

- a. **Application Fee.** There is no application fee.
 - b. **Costs.** The Lessee shall be responsible for the payment of any and all costs (survey, electrical hook-up, etc.) associated with the Lease.
 - c. **Rent:** From the Start Date and for the duration of this Lease and any renewal terms, Lessee agrees to pay Lessor the amounts specified in Exhibit 2, attached hereto, payable in advance in six (6) month intervals, for the duration of this Lease (“**RENT**”). No demand for payment need at any time be given; it shall be the duty of the Lessee to pay all monies when due.
2. **Rent Calculation.** The Rent will be set by the Lessor for each five (5) year period for the term of the lease using the standard cost of living index as a guide. The Lessor will issue an addendum to Exhibit 2 at least sixty (60) days prior to effective date of new Rent. The Rent may, however, be reopened for review of price structure, terms, and conditions, if Federal, State, or local regulations result in major expenditures to the Lessor due to Lessees tenancy. Cost of Living Rate Adjustments shall be the primary method for rate adjustments and shall be determined according to the following computations:

The annual base rent shall be adjusted to an amount no greater than the product obtained by multiplying the annual base rent by a fraction, the numerator of which is the “Consumer Price Index – US City Average for All Items for All Urban Consumers (1982-1984 = 100)” as published monthly by the Bureau of Labor Statistics of the United States Department of Labor (CPI-U), for the first day of January following each fifth anniversary year of this Lease and the denominator of which is the CPI-U for the first day of January of the year that the five (5) year rent adjustment period begins.

For example, assume the initial annual rent after the adjustment made herein is \$1,000.00 per year. Assume further that the CPI-U for the first day of January after the fifth anniversary date of this Lease is 120 and the CPI-U for January 1, (the beginning date of the 5 year rent adjustment) is 110. The formula for calculating the maximum rental increase at the fifth anniversary date would then be as follows: $\$1000 \times 120/110 = \1090.90

Thus, the rental rate on the fifth anniversary date of the Lease would be no greater than \$1090.90 per year for the next five (5) year period. If the CPI-U mentioned above is discontinued, the “Consumer Price Index – US City Average for All Items for Urban Wage Earners and Clerical Workers (1982-1984 = 100),” published monthly in the “Monthly Labor Review” by the Bureau of Labor Statistics of the United States Department of Labor (CPI-W) shall be used for making the computations. If the CPI-W is discontinued, comparable statistics on the purchasing power of the consumer dollar published by the Bureau of Labor Statistics of the United States Department of Labor shall be used for making the computation. If the Bureau of Labor Statistics no longer maintains statistics on the purchasing power of the consumer dollar, comparable statistics published by a responsible financial periodical or recognized authority shall be used for making the computation under this paragraph. If Lessor and Lessee are unable to agree within fifteen (15) business days after demand by either party as to the designated substitute index, the substitute index shall, upon application of either party, be selected by the Chief Officer of the Chicago Regional Office of the Bureau of Labor Statistics, or its successor. If the base year (“1982-1984 equals 100”) used in computing the CPI-U is changed, the figures used in making the

adjustment under this paragraph shall be changed accordingly so that all increases in the CPI-U are taken into account notwithstanding any change in the base year.

3. Late Payment. Rent not paid when due shall bear interest at the rate of 12 percent per annum from the due date until paid.
4. Proration. In the event that the commencement or termination of the term, with respect to any of the particular premises, facilities, rights, licenses, services, and privileges herein provided, fall on any other date than the first or last day of a calendar month, the applicable rentals, fees, and charges for that month shall be paid pro-rata according to the number of days in that month during which said privileges were enjoyed.
5. Payments. All payments shall be made payable to the City of Baraboo and sent to the attention of the Airport Manager, City of Baraboo, 101 South Boulevard, Baraboo, WI 53913.

ARTICLE V: RULES AND REGULATIONS

Lessee shall comply with the Airport Rules and Regulations, which are made a part of this Lease as are any amendments thereto made from time to time. If at any time this Lease and the Baraboo-Wisconsin Dells Regional Airport Rules and Regulations are in conflict in the requirements or obligations of the Lessee, the Airport Rules and Regulations shall control.

ARTICLE VI: RIGHTS AND PRIVILEGES OF LESSEE

Subject to the terms and conditions hereinafter set forth, the Lessee is hereby given the following rights and privileges.

1. Storage. Lessee has the right to store aircraft in the Hangar; however, Lessee shall not engage in any other business or operation without the written consent of the Lessor. Lessee understands that a violation of this paragraph is a material default and breach of this Lease, which gives the Lessor the rights set forth herein.
2. Aeronautical Facility Use. Subject to established fees, the Lessee shall be permitted to use, in common with others, existing and future aeronautical facilities at the Airport as they may exist or be modified, augmented, or deleted from time to time. These facilities shall include, but not be restricted to the landing areas, their extensions and additions, roadways, aprons, and any air navigation facilities or other conveniences for the flying, landing, and taking-off of aircraft. Nothing herein shall prohibit the Lessor from modifying, augmenting, or deleting any such facilities.
3. Ingress and Egress. Subject to rules and regulations governing the use of the Airport as may be established by the Lessor, the Lessee, its employees, suppliers of materials, furnishers of service, sub-Lessees, business visitors, and invitees shall have the right of ingress and egress to and from the Hangar.
4. Quiet Enjoyment. The Lessor covenants that upon paying the Rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises for the term of this Lease. Lessee agrees that temporary inconveniences, such as noise, disturbances, traffic detours, temporary inaccessibility and the like, caused by or associated with the construction of Airport improvements or Airport events shall not constitute a breach of quiet enjoyment of the Hangar.

5. Hangar Removal. Except in the condition of default on behalf of the Lessee, and in addition to any other rights granted by this Lease, Lessee shall have the right within ninety (90) calendar days prior to the Expiration Date, or within ninety (90) calendar days prior to the end of any Renewal Term, to remove or dispose of the Hangar, provided that Lessee is obliged to repair all damage, if any, resulting from such removal, to the Airport property, including the obligation to rough grade the property. Any property remaining on the property at the end of the ninety (90) day period shall become the property of the Lessor and Lessee shall have no further rights to redemption, including not only the Hangar itself, but any personal property located therein.

ARTICLE VII: RIGHTS AND PRIVILEGES OF LESSOR

In addition to other rights and privileges, the Lessor has the following rights and privileges:

1. Airport Development. The Lessor shall have the right, but shall not be obligated to Lessee, 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 Lessee, and without interference or hindrance by the Lessee. If the development of the Airport requires the land covered under this Lease, the Lessor shall have, at its option, the right to either: (a) Substitute another parcel of land for the Leased Premises, and relocate Lessee's improvement(s) to that new parcel at no cost to the Lessee, or (b) Purchase Lessee's improvements at fair market value established by appraisal by a registered appraiser selected by mutual agreement, and terminate this Agreement. In the event of a substitution and relocation or a purchase and Lease termination as permitted by this section, the Lessor shall have no liability to the Lessee for any loss, expense, damage or cost of any nature, except as defined herein.
2. Aerial Approaches. Lessor shall have 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 Lessee from erecting or permitting to be erected any building or other structure on the Airport, which, in the opinion of Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.
3. War, National Emergency, Riot, or Natural Disaster. During time of war, national emergency, riot or natural disaster, Lessor 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 this Lease, 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.
4. Access to Leased Premises. To the extent necessary to protect the rights and interests of Lessor, or to investigate compliance with the terms of this Lease, Lessor or its designee shall have the right at any and all times to inspect the Leased Premises, including all buildings, structures, and improvements erected thereon, subject to reasonable notice given to Lessee.
5. Unrestricted Right of Flight. Lessor, for the use and benefit of the public, shall have a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, 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.

ARTICLE VIII: OBLIGATIONS OF LESSEE

Except as otherwise specifically provided herein, Lessee shall have the following obligations:

1. Condition of Leased Premises. Lessee accepts the Leased Premises in its present condition and, without expense to the Lessor, will maintain any installations thereon in accordance with the Airport Rules and Regulations.
2. Construction of Hangar. Lessee shall construct a Hangar on the Leased Premises. A final set of construction plans that have been approved and stamped by a registered, professional engineer shall be submitted to and approved by the City Engineer for the City of Baraboo or his/her designee before any construction begins. The construction plans shall include a site plan. The site plan shall include the location of utilities and utility connections, existing and proposed grades, site drainage information, paving details and all other items on the Development Checklist, attached hereto as Exhibit 3. Lessee shall not deviate from the Lessor approved construction plans without the written permission of Lessor. Construction of a hangar must begin within six (6) months from the execution of this Lease and must be completed within six (6) months from the time construction begins. Construction scheduling and operations shall be coordinated with, and approved by the Airport Manager before construction shall begin, such approval not to be unreasonably withheld. Any portion of the Airport that is disturbed by Lessee or its contractors during construction shall be restored by Lessee, at its own expense, to the same condition as before construction began.
3. Maintenance, Exterior Storage, and Housekeeping.
 - a. Lessee shall at its expense, keep, maintain, and repair the Leased Premises, any improvements thereto, and all equipment and buildings in an operable condition acceptable to the Lessor, 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. This shall include, but not be limited to the roof, exterior painting, doors, paved areas, lighting, grass and landscaped areas within Leased Premises.
 - b. Lessee agrees that there will be no outside storage of equipment, materials, supplies, or damaged or partially dismantled aircraft on the Leased Premises, and it will remove at its expense all trash, garbage, and drain oil, and not deposit the same on any part of the Airport except temporarily in conjunction with collection or removal.
 - c. In the event Lessee does not keep the Leased Premises in a condition acceptable to the Lessor, Lessor has the right to issue a written notice to remedy the condition forthwith. Shall Lessee fail to perform satisfactorily within ten (10) calendar days of such notification, or show cause for extension of the time period, Lessor shall have the right to perform, or have performed by an outside contractor, the necessary work without liability, and Lessee agrees to pay the Lessor one hundred twenty five (125%) percent of such expenses within fifteen (15) calendar days of invoice receipt.
 - d. In the event of fire or any other casualty to buildings or other structures owned by Lessee, Lessee shall either repair or replace the building or remove the damaged building and restore the Leased Premises to its original condition; such action must be accomplished within one hundred twenty (120) calendar days of the date the damage occurred. Upon petition by Lessee, the Lessor may grant, at its sole discretion, an extension of time if warranted.
4. Additions or Alterations. Lessee is prohibited from making alterations, attaching external fixtures, or making other changes to the Hangar or Leased Premises unless approved in advance and in writing by Lessor.

5. Signage and Illumination. Lessee shall not paint upon, attach, exhibit or display in or about the Leased Premises any signage without the prior written consent of the Lessor.
6. Utilities. Lessee agrees to provide its own connections with utilities and to make separate arrangements with the agencies responsible for these utilities. Lessee shall pay for all utility service supplied to the Leased Premises, and if required by the utility agencies as a condition of providing the services, Lessee will install and pay for standard metering devices for the measurement of such services. In the event it shall become necessary to make utility service or facility changes, Lessee will either make such changes and installations, at its expense, as directed and required by the utility organizations, or pay the utility organization for such changes made. The Lessor shall have the right, without cost to Lessee, to install and maintain in, on or across the Leased Premises, sewer, water, gas, electric, and telephone lines, electric substations, or other installations necessary to the operation of the Airport, or to service other tenants of the Lessor; provided, however, that the Lessor shall carry out such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Lessee's use of the Leased Premises. Should it be necessary to extend utility services to the leased area covered by this Lease which will benefit the Lessee and others, the Lessee agrees to pay the prorated amount attributed to the benefit of the Leased Property as established by the Lessor and billed by assessment of the airport owner or utility company based on an agreed upon payment schedule.
7. Discrimination. Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenants and agrees that:
 - a. 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, and
 - b. 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
 - c. The Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
8. Costs of Enforcement. Lessee covenants and agrees to pay and discharge all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by the Lessor in enforcing the covenants and agreements of this Lease.
9. Taxes, Licenses, and Permits. Lessee shall obtain and keep current all municipal, Lessor, State and Federal licenses and permits that may be required in its operation. Also, Lessee will bear, pay, and discharge all taxes, assessments and levies of every nature and kind which may be taxed, charged or assessed lawfully against the Leased Premises and improvements thereon, or which may be lawfully levied or imposed upon the leasehold by a governmental agency.

13. Liens. Lessee agrees to promptly pay all sums legally due and payable on account of any labor performed on, or materials furnished for the Leased Premised. Lessee shall not permit any liens to be placed against the Leased Premises on account of labor performed or material furnished, and in the event such a lien is placed against the Leased Premises, Lessee agrees to save the Lessor harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.
14. Parking. Lessee agrees to prohibit vehicle parking on the Airport premises other than those vehicles specifically associated with the use of the Leased Premises, and no other. Lessee, its employees, sub-Lessees, guests and invites shall park only on the Leased Premises, or other publicly designated parking areas. Lessee, its agents and guests are expressly prohibited from operating any vehicle on any area of the Airport designated as a "movement area." Lessee shall at all times comply with posted signs regulating the movement of vehicles.
15. Laws, Ordinances, Rules and Regulations. Lessee agrees to observe and obey the rules and regulations governing the conduct and operation of the Airport facilities promulgated from time to time by the Airport Manager and/or Lessor. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including all applicable Federal Aviation Administration orders, regulations and advisory circulars that pertain to any conduct or operation at the Airport.
16. Storage of Flammable Fluids. Lessee agrees that the storage of gasoline or other flammable fluids in bulk quantities shall be limited to the Airport Fuel Farm or to such area as designated by the Airport Manager. Lessee agrees that the storage of all other gasoline or flammable fluids shall be in an approved steel locker labeled "FLAMMABLE." The Airport Manager may, at his or her discretion, prohibit or impose restrictions on the storage of said materials if, in the Manager's opinion, the storage is determined a safety hazard. The disposal of any hazardous chemicals or fluids on the Airport premises is prohibited. The Lessee further agrees not to transport, or cause to be transported, onto airport premises, gasoline or other flammable fluids for the purpose of self-fueling aircraft. The Lessee further agrees that fueling of aircraft on airport premises will be done only at airport approved locations or facilities.
17. Snow Plowing. Lessee agrees to be responsible for the removal of snow within its Leased Premises including parking lot(s) and aircraft parking ramp(s). Snow plowing adjacent to or in aircraft parking areas and on all movement areas will be consistent with the requirements of the Federal Aviation Administration as established in Advisory Circular Airport Winter Safety and Operations or its successors.
18. Development Review Checklist. Prior to grading and construction of a hangar as required by this Lease, Lessee shall meet with the Airport Manager to review the Development Review Checklist attached hereto as Exhibit 3. Improvement to the Leased Premises shall not proceed until such time as agreement is reached between Lessee and the Airport Manager regarding the items set forth on the Checklist.

ARTICLE IX: INSURANCE

1. Minimum Insurance Requirements. See Exhibit 4.
2. Waiver of Subrogation. The Lessor and Lessee hereby release each other from any and all responsibility to the other for any loss or damage to property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance, even if such loss or damage is caused by the fault or negligence of the other party or anyone for whom such party is responsible. The Lessor and the Lessee agree that to the

extent any such policy of insurance provides a right of subrogation in the insurer, or to the extent a right of subrogation exists independent of such policy, each will indemnify and hold the other harmless for any loss, claim or expense suffered as the result of any action taken pursuant to the right of subrogation. To the greatest extent possible, the Lessor and the Lessee will, in furtherance of the intent of this provision, make every effort to obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance

ARTICLE X: INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THE LESSEE SHALL INDEMNIFY, DEFEND AND HOLD THE LESSOR HARMLESS FOR ANY DAMAGE TO PROPERTY OR INJURY OR DEATH TO PERSON WHEN THE DAMAGE, INJURY OR DEATH IS IN ANY WAY CONNECTED OR RELATED TO THE LESSEE'S OBLIGATIONS UNDER OR ITS PERFORMANCE OF THIS LEASE, ITS USE OR OCCUPANCY OF THE LEASED PREMISES, OR ANY OF ITS OPERATIONS PERMITTED OR REQUIRED BY THE LEASE. THIS HOLD HARMLESS PROVISION WILL NOT APPLY IF THE DAMAGE, INJURY OR DEATH WAS CAUSED BY 1) AN INTENTIONAL ACT OF THE LESSOR, OR 2) A NEGLIGENT ACT OF THE LESSOR, IN WHICH CASE THE LESSOR'S LIABILITY SHALL BE LIMITED TO THE PERCENTAGE OF NEGLIGENCE ATTRIBUTABLE TO IT. IF ANY DEMAND, CLAIM, LAWSUIT OR PROCEEDING IS BROUGHT AGAINST THE LESSOR AND IS IN ANY WAY CONNECTED OR RELATED TO THE LESSEE'S PERFORMANCE OF, OR ITS OBLIGATIONS UNDER THIS LEASE, ITS USE OR OCCUPANCY OF THE LEASED PREMISES, OR THE OPERATIONS PERMITTED OR REQUIRED BY THIS LEASE, LESSEE SHALL FULLY DEFEND THE LESSOR AGAINST THE DEMAND, CLAIM, LAWSUIT OR PROCEEDING. THE LESSOR SHALL GIVE THE LESSEE PROMPT NOTICE OF ANY SUCH DEMAND, CLAIM, LAWSUIT OR PROCEEDING. IF SUCH DEMAND, CLAIM, LAWSUIT OR PROCEEDING IS BROUGHT THE LESSOR SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO 1) INVESTIGATE AND SETTLE THE DEMAND, CLAIM, LAWSUIT OR PROCEEDING, AND 2) PARTICIPATE IN THE DEFENSE OF THE DEMAND, CLAIM, LAWSUIT OR PROCEEDING. IF A DEMAND, CLAIM, LAWSUIT OR PROCEEDING AS DESCRIBED HEREIN IS BROUGHT, THE LESSEE SHALL PAY ALL EXPENSES, COSTS, LOSSES, DAMAGES, FEES, INCLUDING ATTORNEY FEES, FINES, FORFEITURES, JUDGMENTS AND AWARDS THAT RESULT FROM THE DEMAND, CLAIM, LAWSUIT OR PROCEEDING. IF THE DEMAND, CLAIM, LAWSUIT OR PROCEEDING WAS SETTLED BY THE LESSEE, THE LESSOR SHALL HAVE NO PAYMENT OBLIGATION UNLESS IT APPROVED THE SETTLEMENT. IN THIS PARAGRAPH, "LESSOR" INCLUDES THE CITY OF BARABOO AND THE VILLAGE OF LAKE DELTON AND ALL OF THEIR RESPECTIVE MEMBERS, EMPLOYEES, OFFICIALS, OFFICERS AND AGENTS.

ARTICLE XI: DAMAGE TO PROPERTY

Lessor shall have no liability to the Lessee or its sub-lessees, contractors, guests or invitees for any damage to their property caused by fire, tornado, earthquake, windstorm or other casualty, or for any damage caused by the act or omission of a third party. If any part of any Airport property is damaged by the act or omission of the Lessee, its agents, officers, employees, contractors, sub-Lessee and subcontractors, the Lessee shall pay to the Lessor, upon demand, any amount that the Lessor reasonably determines is necessary to repair or replace the property. In this Paragraph, "Lessor" includes the City of Baraboo and the Village of Lake Delton and all of their respective members, employees, officials, officers and agents.

ARTICLE XII: SUBLEASE AND ASSIGNMENT

The Lessee shall not sublease the Leased Premises, or any part of the Leased Premises including the Hangar, without the express written consent of the Lessor, such consent to not be unreasonably withheld. However the Lessee shall have the specific right to assign the Lease and all of its rights and duties hereunder to a bona-fide lending institution, and Lessor hereby permits the Lessee to encumber and grant a security interest in any

property or property rights, real or personal, it may have in the Leases Premises or property located thereon. Further, Lessor will not unreasonably withhold its consent to the use of the Leased Premises by any person, persons or company obtained by any of Lessee's lenders in the event any lender forecloses on any of the above mentioned property. This Lease may be so assigned and the Leased Premises so sublet for another air oriented purpose other than that described in this Lease if Lessor approves such purpose. Any assumption of this Lease under these or other provisions shall obligate the person or persons to pay any and all past due rent before approval of transfer will be given. At a minimum, Lessor requires that any sublease agreement be in writing and that it include that the agreement be subject to the terms and conditions of this Lease, and that sub-leases maintain aircraft liability insurance in the amounts and in the manor prescribed in this Lease.

ARTICLE XIII: DEFAULTS, TERMINATION AND REMEDIES

1. Lessee Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by the Lessee:
 - a. The filing by Lessee of a voluntary petition in bankruptcy.
 - b. The taking by a court of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act.
 - c. The filing of any lien against the Airport or any of its property as the result of any act or omission of Lessee, if the lien is not discharged or contested in good faith by Lessee (as determined by the Lessor) within fifteen (15) calendar days of Lessee's receipt of notice of the lien, unless Lessee posts a bond within this time period equal to the amount of the lien.
 - d. The voluntary abandonment by Lessee of its operations at the Airport for a period of sixty (60) calendar days or more.
 - e. The appointment of a receiver of Lessee's assets, or any general assignment for the benefit of Lessee's creditors.
 - f. The transfer of Lessee's interest herein by other operation of law.
 - g. The failure by Lessee to make any payment required by this Lease for a period of fifteen (15) calendar days after the time such payment becomes due, where such failure continues for a period of fifteen (15) calendar days after written notice from the Lessor.
 - h. The falsifications by the Lessee of any of its records or figures so as to deprive the Lessor of any of its rights under this Lease.
 - i. The failure by Lessee to perform any of the covenants, conditions, or obligations imposed on it by this Lease where the failure continues for a period of fifteen (15) calendar days after written notice from the Lessor, unless a shorter time is specified in this Lease.
 - j. A sale or other transfer of stock in Lessee's corporation which divests the present stockholders of controlling interest without the written approval of the Lessor, such approval not to be unreasonably withheld.

- k. The transfer or assignment, or attempted transfer or assignment of this Lease by Lessee, without securing prior written approval of the Lessor. It shall be understood for the purpose of this part that negotiations by Lessee for the assignment or transfer of this Lease shall not be construed as “attempted transfer.”
 - l. Three (3) conduct incidents that violate the Airport Rules and Regulations provided that written notice of the violation is provided to the Lessee within thirty (30) calendar days of any incident.
2. Remedies in Event of Default. In the event of any default by the Lessee, the Lessor shall have the right to declare this Lease terminated due to a breach of the Lease. In addition to the termination rights described in this Lease, the Lessor shall have the following rights and remedies upon default by Lessee:
- a. The recovery of any unpaid rent, fees and other payments due and owing at the time of termination, plus any unpaid rent and fees that would have been earned and other payments what would have been made if the Lease had not been breached by Lessee.
 - b. The recovery of any damages, costs, fees and expenses incurred by the Lessor as a result of the breach of the Lease by Lessee.
 - c. The removal of the Lessee from the Airport, and the removal and storage at Lessee’s expense of all of its property on the Airport.
 - d. The right at once and without further notice to Lessee to enter and take full possession of all property and space occupied by Lessee.
 - e. Any other right or remedy, legal or equitable, that the Lessor is entitled to under applicable law.
3. Additional Termination Rights of Lessor. In addition to the termination rights set forth in this Lease, the Lessor may also terminate this Lease if it determines that termination is necessary to secure federal funding for Airport development. In this event, the Lessor shall give Lessee sixty (60) calendar days written notice, and at the expiration of such period, title to any and all improvements made by Lessee upon any Airport land shall immediately vest in the Lessor without further proceedings or conveyances, and the Lessor may immediately enter and take possession. However, in such event, the Lessor shall make payment to Lessee in a sum sufficient to cover the fair market value as established by a state registered appraiser of any structure the Lessee has erected upon such land.
4. Termination by Lessee. Lessee may terminate this Lease at any time that it is not in default in its obligations by giving the Lessor thirty (30) calendar days written notice provided after the happening of any of the following events, if such event materially impairs the conduct of Lessee’s normal business on the Airport: (a) The issuance by a court of competent jurisdiction of any injunction in any way preventing or restraining normal use of the Airport or any substantial part of it, and the remaining in force of such injunction for a period of sixty (60) consecutive days, such injunction not being the result of any fault of Lessee; (b) The inability of Lessee to use, for a period of six (6) consecutive months, the Airport or any substantial part of it due to enactment or enforcement of any law or regulation, or because of fire, earthquake or similar casualty or Acts of God or the public enemy; or (c) The lawful assumption by the United States Government of the operation, control or use of the Airport or any substantial part of it for military purposes in time of war or national emergency for a period of at least ninety (90) days.

ARTICLE XIV: EFFECT OF EXPIRATION OR TERMINATION

1. **Expiration/Termination.** Upon the termination of this Lease, Lessee shall yield up all property, space, equipment and facilities to the Lessor in the same condition as when received, reasonable and ordinary wear and tear and damage by the elements excepted. If the Lessor does not immediately remove its property and restore and surrender the Leased Premises as required herein, the Lessor may do so and the Lessee shall be liable to the Lessor for all expenses of removing the property (including storage fees, if any) and restoring the Leased Premises. Lessee shall also immediately pay and discharge all reasonable costs, attorney's fees, and expenses that are incurred by the Lessor in enforcing the terms of this Lease, including any outstanding money owed to the Lessor.
2. **Holdover Possession.** In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration or termination of this Lease for any cause, the holding over shall be deemed not to operate as a renewal or extension of this Lease and shall create a tenancy from month-to-month which may be terminated at any time by the Lessor or Lessee, upon notice as required to end month-to-month tenancies.

ARTICLE XV: MISCELLANEOUS TERMS AND CONDITIONS

1. **Remedies Cumulative.** All of the rights and remedies given to the Lessor in this Lease are cumulative and no one is exclusive of any other. The Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law, whether stated in this Lease or not.
2. **No Waiver.** The failure of the Lessor to take action with respect to any breach by Lessee of any covenant, condition or obligation in this Lease shall not be a waiver of such covenant, condition or obligation or a subsequent breach of the same or any other covenant, condition or obligation. The acceptance by the Lessor of any rent or other payment shall not be a waiver by it of any breach by Lessee of any covenant, condition or obligation.
3. **Lessor Representative.** The Airport Manager, under the guidance of the Baraboo-Wisconsin Dells Regional Airport Commission, is the official representative of the Lessor for the administration and enforcement of this Lease.
4. **Subordination.** This Lease is and shall be subordinate to any existing or future Agreement between the Lessor and the United States regarding the operation or maintenance of the Airport.
5. **Compliance with Law.** At its own expense, the Lessee shall comply with all laws of the United States and the State of Wisconsin, all applicable local ordinances, and all rules and requirements of any law enforcement, fire department or other municipal agency. At its own expense, the Lessee shall obtain any and all permits and licenses which may be necessary for any activity at the Airport for which a license or permit is required. The Lessee shall not do or allow to be done anything at the Airport that is in violation of, or prohibited by any law, ordinance, rule, requirement, permit or license. If the Lessor or his representative identifies to the Lessee any such violation, the Lessee will immediately desist from or cause to be corrected such violation.
6. **Governing Law and Venue.** This Lease shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Wisconsin. Any lawsuit related to or arising out of disputes under this Lease shall be commenced and tried in the circuit court of Sauk County, Wisconsin, and the Lessor and the Lessee submit to the exclusive jurisdiction of the circuit court for such lawsuits.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be executed by their proper officers,

BARABOO-WISCONSIN DELLS REGIONAL AIRPORT COMMISSION, LESSOR

Signature: _____ Witness Print Name: _____
 Ed Geick, Airport Manager Witness Signature: _____
Date: _____ Date: _____

LESSEE

By: _____ Witness Print Name: _____
Print Name: _____ Witness Signature: _____
Date: _____ Date: _____

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**EXHIBIT 1
LOT DIAGRAM**

**EXHIBIT 2
RENT AMOUNT**

_____ through _____

_____ sq. ft. X .11 per sq. ft./year = \$_____

Prorated by Effective Date of Lease

NOTE: CPI adjustments every 5 years as explained by Paragraph 5 of the Lease.

**EXHIBIT 3
DEVELOPMENT CHECKLIST**

Lessor: _____

Date: _____

- Submit to the City Engineer for the City of Baraboo one (1) set of building plans that include, but are limited to:
 - Site Plan - General site/lot layout including building, apron, plantings, ditches, etc.
 - Floor Plan - Building footprint with doors in general locations, gas, electric, phone, water service placements
 - Roof Plan - Truss, rafter schedule and layout
 - Foundation and Structural Plan - Footing or post layout with floor detail
 - Elevations - All directional views, exterior views with trim identified
 - Wall Sections - Construction detail, section details
 - Material Selections - Include specifications
 - Door Type and Specification - i.e., sliding/overhead/bi-fold, with widths identified
 - Landscape Plan - May be noted on Site Plan
 - Drainage Plan - indicating draining flow and existing and proposed contours/elevations including roof drainage. May be noted in Site Plan
 - Erosion Control Plan - May be noted on Site Plan
 - Electrical Plan - If applicable
 - HVAC Plan - If applicable
 - Fencing Plan - Include location, gates, height, materials, color, and other design considerations.
 - Utility's extension to site indicated in sufficient detail for all utility requirements, including design loads. This may be included on Site or Floor Plans.
 - Color of proposed wainscot panels, metal trim, gutters and downspouts, vent-a-ridge and aluminum soffit, as applicable. Neutral colors suggested.
 - Location and type of antennas, satellite dishes, or similar equipment.

NOTE: Building plans must bear the seal of a Professional Engineer, registered in the State of Wisconsin, certifying the structural design of the building meets the requirements of this Development Checklist, with 30 pounds per square foot live roof load, and 20 pounds per square foot wind load. Note: buildings greater than 50,000 sq. ft. volume require State stamp of approval.

- Submit to the Airport Manager a determination of no hazard from FAA. (FAA form 7460-1)
- Submit to the Airport Manager a Security Plan, made in conjunction with Airport Security Plan and Rules and Regulations.
- Submit to the Airport Manager a copy of the signed Lease.
- Submit to the Airport Manager any required fees.**

Check List Review Made By: _____

Date completed: _____

EXHIBIT 4
MINIMUM INSURANCE COVERAGE

It is hereby understood and agreed that the insurance required by the Commission is primary coverage. Claims made form of coverage in not acceptable. All insurance shall be in full force upon the execution of this Lease and shall remain in full force for the entire duration of the Lease including any and all extension terms of the Lease.

MINIMUM POLICY REQUIREMENTS AND AMOUNTS.

1. Commercial General Liability Insurance – In the minimum amount of \$2,000,000 Combined Single Limit per occurrence and \$2,000,000 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.
2. Aircraft Liability Insurance – Bodily injury in the amount of \$100,000 each person and \$1,000,000 each accident; passenger liability in the amount of \$100,000 each person/\$1,000,000 each accident; property damage in the amount of \$1,000,000 each accident.
3. Hangar Keeper’s Liability Insurance – In the minimum amount of \$100,000 for any one aircraft and \$1,000,000 any one occurrence, or more as values require.
4. Products-Completed Operations Liability Insurance – IF APPLICABLE, 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.
5. Commercial/Business Automobile Liability Insurance – IF APPLICABLE, 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.
6. Worker’s Compensation Insurance - IF REQUIRED BY LAW, plus employer’s liability insurance in the minimum amounts of \$100,000 per accident, \$100,000 disease per person, with a \$500,000 disease policy limit.
7. 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.
8. Fuel Tank Financial Responsibility/Environmental Impairment Liability Insurance - IF APPLICABLE, Lessee shall maintain 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.

ADDITIONAL INSURANCE REQUIRED BY COMMISSION.

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

ADDITIONAL CONDITIONS.

1. The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.
2. All policies, except worker's compensation policy, shall name the Commission, the City of Baraboo and the Village of Lake Delton, and their respective elected or appointed officials, officers, representatives, directors, commissioners, agents and employees as "ADDITIONAL INSURED."
3. Lessee shall furnish certificate of insurances evidencing the required coverage cited herein prior to engaging in any commercial aeronautical activities.
4. Such certificates shall provide for unequivocal thirty (30) day notice of cancellation or material change of any policy limits or conditions.

5

STANDARD HANGER LAND LEASE AGREEMENT

BETWEEN

BARABOO-WISCONSIN DELLS REGIONAL AIRPORT

AND

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THIS BARABOO-WISCONSIN DELLS REGIONAL AIRPORT HANGAR LAND LEASE AGREEMENT (“LEASE”) is made and entered into by and between Baraboo-Wisconsin Dells Regional Airport Commission (“LESSOR”), created pursuant to §114.14(2)(a), Wis. Stat., for the purpose of operating and managing the Baraboo-Wisconsin Dells Regional Airport (“AIRPORT”), and _____ (“LESSEE”).

NOW, THEREFORE, for the mutual consideration stated herein, the Lessor and the Lessee agree as follows:

ARTICLE 1: LEASED PREMISES

The Lessor agrees to lease to the Lessee, and the Lessee agrees to lease from the Lessor, the following described portion of the Airport (“LEASED PREMISES”):

LOT #____. A parcel of land approximately ____ feet wide by ____ feet long and containing approximately ____ square feet, which is more specifically shown on Exhibit 1 which is attached to and made a part of this Lease.

ARTICLE II: PURPOSE

The Leased Premises is to be used by the Lessee for the purpose of the Lessee constructing of a hangar that will be used by the Lessee for the inside storage of aircraft owned by Lessee, the storage of related materials and supplies, and for no other purpose unless approved in writing by the Lessor (“HANGAR”).

ARTICLE III: TERM

1. This Lease shall be in full force and effect from _____ (“EFFECTIVE DATE”) until _____ (“EXPIRATION DATE”), a twenty-five (25) year period, unless terminated sooner as permitted by this Lease.
2. Lessee shall have option to renew this Lease for consecutive five (5) year periods subject to the terms and conditions hereof, including the provisions governing the renegotiations of rental fees (“RENEWAL TERM”).
 - a. Notice to exercise a Renewal Term shall be submitted by the Lessee to the Lessor neither more than 24-months nor less than 12-months prior to the Expiration Date.
 - b. Upon receipt of a notice to exercise a Renewal Term, the Lessor shall prepare an addendum to this Lease which shall reflect the Lessor’s current terms and conditions for Hangar Land Leases. Any modifications to the lease terms and conditions shall commence with the start of each Renewal Term.
 - c. The Lessor may deny the Lessee’s request to exercise a Renewal Term if the Lessee is in violation of any provisions of the Airport’s then current Rules and Regulations or any of the terms and conditions of the existing lease, or if the intended or projected use of the premises would require the improvements to be removed, and would then give notice of its intent not to extend the lease in accordance with this paragraph.

ARTICLE IV: FEES AND RENT

1. The Lessee shall pay the following fees and rent:
 - a. Application Fee. There is no application fee.

- b. Costs. The Lessee shall be responsible for the payment of any and all costs (survey, electrical hook-up, etc.) associated with the Lease.
 - c. Rent: From the Start Date and for the duration of this Lease and any renewal terms, Lessee agrees to pay Lessor the amounts specified in Exhibit 2, attached hereto, payable in advance in six (6) month intervals, for the duration of this Lease ("**RENT**"). No demand for payment need at any time be given; it shall be the duty of the Lessee to pay all monies when due.
2. Rent Calculation. The Rent will be set by the Lessor for each five (5) year period for the term of the lease using the standard cost of living index as a guide. The Lessor will issue an addendum to Exhibit 2 at least sixty (60) days prior to effective date of new Rent. The Rent may, however, be reopened for review of price structure, terms, and conditions, if Federal, State, or local regulations result in major expenditures to the Lessor due to Lessees tenancy. Cost of Living Rate Adjustments shall be the primary method for rate adjustments and shall be determined according to the following computations:

The annual base rent shall be adjusted to an amount no greater than the product obtained by multiplying the annual base rent by a fraction, the numerator of which is the "Consumer Price Index – US City Average for All Items for All Urban Consumers (1982-1984 = 100)" as published monthly by the Bureau of Labor Statistics of the United States Department of Labor (CPI-U), for the first day of January following each fifth anniversary year of this Lease and the denominator of which is the CPI-U for the first day of January of the year that the five (5) year rent adjustment period begins.

For example, assume the initial annual rent after the adjustment made herein is \$1,000.00 per year. Assume further that the CPI-U for the first day of January after the fifth anniversary date of this Lease is 120 and the CPI-U for January 1, (the beginning date of the 5 year rent adjustment) is 110. The formula for calculating the maximum rental increase at the fifth anniversary date would then be as follows: $\$1000 \times 120/110 = \1090.90

Thus, the rental rate on the fifth anniversary date of the Lease would be no greater than \$1090.90 per year for the next five (5) year period. If the CPI-U mentioned above is discontinued, the "Consumer Price Index – US City Average for All Items for Urban Wage Earners and Clerical Workers (1982-1984 = 100)," published monthly in the "Monthly Labor Review" by the Bureau of Labor Statistics of the United States Department of Labor (CPI-W) shall be used for making the computations. If the CPI-W is discontinued, comparable statistics on the purchasing power of the consumer dollar published by the Bureau of Labor Statistics of the United States Department of Labor shall be used for making the computation. If the Bureau of Labor Statistics no longer maintains statistics on the purchasing power of the consumer dollar, comparable statistics published by a responsible financial periodical or recognized authority shall be used for making the computation under this paragraph. If Lessor and Lessee are unable to agree within fifteen (15) business days after demand by either party as to the designated substitute index, the substitute index shall, upon application of either party, be selected by the Chief Officer of the Chicago Regional Office of the Bureau of Labor Statistics, or its successor. If the base year ("1982-1984 equals 100") used in computing the CPI-U is changed, the figures used in making the adjustment under this paragraph shall be changed accordingly so that all increases in the CPI-U are taken into account notwithstanding any change in the base year.

3. Late Payment. Rent not paid when due shall bear interest at the rate of 12 percent per annum from the due date until paid.
4. Proration. In the event that the commencement or termination of the term, with respect to any of the particular premises, facilities, rights, licenses, services, and privileges herein provided, fall on any other date than the first or last day of a calendar month, the applicable rentals, fees, and charges for that month shall be paid pro-rata according to the number of days in that month during which said privileges were enjoyed.
5. Payments. All payments shall be made payable to the City of Baraboo and sent to the attention of the Airport Manager, City of Baraboo, 101 South Boulevard, Baraboo, WI 53913.

ARTICLE V: RULES AND REGULATIONS

Lessee shall comply with the Airport Rules and Regulations, which are made a part of this Lease as are any amendments thereto made from time to time. If at any time this Lease and the Baraboo-Wisconsin Dells Regional Airport Rules and Regulations are in conflict in the requirements or obligations of the Lessee, the Airport Rules and Regulations shall control.

ARTICLE VI: RIGHTS AND PRIVILEGES OF LESSEE

Subject to the terms and conditions hereinafter set forth, the Lessee is hereby given the following rights and privileges.

1. Storage. Lessee has the right to store aircraft in the Hangar; however, Lessee shall not engage in any other business or operation without the written consent of the Lessor. Lessee understands that a violation of this paragraph is a material default and breach of this Lease, which gives the Lessor the rights set forth herein.
2. Aeronautical Facility Use. Subject to established fees, the Lessee shall be permitted to use, in common with others, existing and future aeronautical facilities at the Airport as they may exist or be modified, augmented, or deleted from time to time. These facilities shall include, but not be restricted to the landing areas, their extensions and additions, roadways, aprons, and any air navigation facilities or other conveniences for the flying, landing, and taking-off of aircraft. Nothing herein shall prohibit the Lessor from modifying, augmenting, or deleting any such facilities.
3. Ingress and Egress. Subject to rules and regulations governing the use of the Airport as may be established by the Lessor, the Lessee, its employees, suppliers of materials, furnishers of service, sub-Lessees, business visitors, and invitees shall have the right of ingress and egress to and from the Hangar.
4. Quiet Enjoyment. The Lessor covenants that upon paying the Rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises for the term of this Lease. Lessee agrees that temporary inconveniences, such as noise, disturbances, traffic detours, temporary inaccessibility and the like, caused by or associated with the construction of Airport improvements or Airport events shall not constitute a breach of quiet enjoyment of the Hangar.
5. Hangar Removal. Except in the condition of default on behalf of the Lessee, and in addition to any other rights granted by this Lease, Lessee shall have the right within ninety (90) calendar days prior to the Expiration Date, or within ninety (90) calendar days prior to the end of any Renewal Term, to remove or dispose of the Hangar,

provided that Lessee is obliged to repair all damage, if any, resulting from such removal, to the Airport property, including the obligation to rough grade the property. Any property remaining on the property at the end of the ninety (90) day period shall become the property of the Lessor and Lessee shall have no further rights to redemption, including not only the Hangar itself, but any personal property located therein.

ARTICLE VII: RIGHTS AND PRIVILEGES OF LESSOR

In addition to other rights and privileges, the Lessor has the following rights and privileges:

1. Airport Development. The Lessor shall have the right, but shall not be obligated to Lessee, 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 Lessee, and without interference or hindrance by the Lessee. If the development of the Airport requires the land covered under this Lease, the Lessor shall have, at its option, the right to either: (a) Substitute another parcel of land for the Leased Premises, and relocate Lessee's improvement(s) to that new parcel at no cost to the Lessee, or (b) Purchase Lessee's improvements at fair market value established by appraisal by a registered appraiser selected by mutual agreement, and terminate this Agreement. In the event of a substitution and relocation or a purchase and Lease termination as permitted by this section, the Lessor shall have no liability to the Lessee for any loss, expense, damage or cost of any nature, except as defined herein.
2. Aerial Approaches. Lessor shall have 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 Lessee from erecting or permitting to be erected any building or other structure on the Airport, which, in the opinion of Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.
3. War, National Emergency, Riot, or Natural Disaster. During time of war, national emergency, riot or natural disaster, Lessor 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 this Lease, 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.
4. Access to Leased Premises. To the extent necessary to protect the rights and interests of Lessor, or to investigate compliance with the terms of this Lease, Lessor or its designee shall have the right at any and all times to inspect the Leased Premises, including all buildings, structures, and improvements erected thereon, subject to reasonable notice given to Lessee.
5. Unrestricted Right of Flight. Lessor, for the use and benefit of the public, shall have a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, 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.

ARTICLE VIII: OBLIGATIONS OF LESSEE

Except as otherwise specifically provided herein, Lessee shall have the following obligations:

1. Condition of Leased Premises. Lessee accepts the Leased Premises in its present condition and, without expense to the Lessor, will maintain any installations thereon in accordance with the Airport Rules and Regulations.

2. Construction of Hangar. Lessee shall construct a Hangar on the Leased Premises. A final set of construction plans that have been approved and stamped by a registered, professional engineer shall be submitted to and approved by the City Engineer for the City of Baraboo or his/her designee before any construction begins. The construction plans shall include a site plan. The site plan shall include the location of utilities and utility connections, existing and proposed grades, site drainage information, paving details and all other items on the Development Checklist, attached hereto as Exhibit 3. Lessee shall not deviate from the Lessor approved construction plans without the written permission of Lessor. Construction of a hangar must begin within six (6) months from the execution of this Lease and must be completed within six (6) months from the time construction begins. Construction scheduling and operations shall be coordinated with, and approved by the Airport Manager before construction shall begin, such approval not to be unreasonably withheld. Any portion of the Airport that is disturbed by Lessee or its contractors during construction shall be restored by Lessee, at its own expense, to the same condition as before construction began.
3. Maintenance, Exterior Storage, and Housekeeping.
 - a. Lessee shall at its expense, keep, maintain, and repair the Leased Premises, any improvements thereto, and all equipment and buildings in an operable condition acceptable to the Lessor, 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. This shall include, but not be limited to the roof, exterior painting, doors, paved areas, lighting, grass and landscaped areas within Leased Premises.
 - b. Lessee agrees that there will be no outside storage of equipment, materials, supplies, or damaged or partially dismantled aircraft on the Leased Premises, and it will remove at its expense all trash, garbage, and drain oil, and not deposit the same on any part of the Airport except temporarily in conjunction with collection or removal.
 - c. In the event Lessee does not keep the Leased Premises in a condition acceptable to the Lessor, Lessor has the right to issue a written notice to remedy the condition forthwith. Shall Lessee fail to perform satisfactorily within ten (10) calendar days of such notification, or show cause for extension of the time period, Lessor shall have the right to perform, or have performed by an outside contractor, the necessary work without liability, and Lessee agrees to pay the Lessor one hundred twenty five (125%) percent of such expenses within fifteen (15) calendar days of invoice receipt.
 - d. In the event of fire or any other casualty to buildings or other structures owned by Lessee, Lessee shall either repair or replace the building or remove the damaged building and restore the Leased Premises to its original condition; such action must be accomplished within one hundred twenty (120) calendar days of the date the damage occurred. Upon petition by Lessee, the Lessor may grant, at its sole discretion, an extension of time if warranted.
4. Additions or Alterations. Lessee is prohibited from making alterations, attaching external fixtures, or making other changes to the Hangar or Leased Premises unless approved in advance and in writing by Lessor.
5. Signage and Illumination. Lessee shall not paint upon, attach, exhibit or display in or about the Leased Premises any signage without the prior written consent of the Lessor.
6. Utilities. Lessee agrees to provide its own connections with utilities and to make separate arrangements with the agencies responsible for these utilities. Lessee shall pay for all utility service supplied to the Leased

Premises, and if required by the utility agencies as a condition of providing the services, Lessee will install and pay for standard metering devices for the measurement of such services. In the event it shall become necessary to make utility service or facility changes, Lessee will either make such changes and installations, at its expense, as directed and required by the utility organizations, or pay the utility organization for such changes made. The Lessor shall have the right, without cost to Lessee, to install and maintain in, on or across the Leased Premises, sewer, water, gas, electric, and telephone lines, electric substations, or other installations necessary to the operation of the Airport, or to service other tenants of the Lessor; provided, however, that the Lessor shall carry out such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Lessee's use of the Leased Premises. Should it be necessary to extend utility services to the leased area covered by this Lease which will benefit the Lessee and others, the Lessee agrees to pay the prorated amount attributed to the benefit of the Leased Property as established by the Lessor and billed by assessment of the airport owner or utility company based on an agreed upon payment schedule.

7. Discrimination. Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenants and agrees that:
 - a. 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, and
 - b. 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
 - c. The Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
8. Costs of Enforcement. Lessee covenants and agrees to pay and discharge all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by the Lessor in enforcing the covenants and agreements of this Lease.
9. Taxes, Licenses, and Permits. Lessee shall obtain and keep current all municipal, Lessor, State and Federal licenses and permits that may be required in its operation. Also, Lessee will bear, pay, and discharge all taxes, assessments and levies of every nature and kind which may be taxed, charged or assessed lawfully against the Leased Premises and improvements thereon, or which may be lawfully levied or imposed upon the leasehold by a governmental agency.
13. Liens. Lessee agrees to promptly pay all sums legally due and payable on account of any labor performed on, or materials furnished for the Leased Premised. Lessee shall not permit any liens to be placed against the Leased Premises on account of labor performed or material furnished, and in the event such a lien is placed against the Leased Premises, Lessee agrees to save the Lessor harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

14. Parking. Lessee agrees to prohibit vehicle parking on the Airport premises other than those vehicles specifically associated with the use of the Leased Premises, and no other. Lessee, its employees, sub-Lessees, guests and invites shall park only on the Leased Premises, or other publicly designated parking areas. Lessee, its agents and guests are expressly prohibited from operating any vehicle on any area of the Airport designated as a "movement area." Lessee shall at all times comply with posted signs regulating the movement of vehicles.
15. Laws, Ordinances, Rules and Regulations. Lessee agrees to observe and obey the rules and regulations governing the conduct and operation of the Airport facilities promulgated from time to time by the Airport Manager and/or Lessor. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including all applicable Federal Aviation Administration orders, regulations and advisory circulars that pertain to any conduct or operation at the Airport.
16. Storage of Flammable Fluids. Lessee agrees that the storage of gasoline or other flammable fluids in bulk quantities shall be limited to the Airport Fuel Farm or to such area as designated by the Airport Manager. Lessee agrees that the storage of all other gasoline or flammable fluids shall be in an approved steel locker labeled "FLAMMABLE." The Airport Manager may, at his or her discretion, prohibit or impose restrictions on the storage of said materials if, in the Manager's opinion, the storage is determined a safety hazard. The disposal of any hazardous chemicals or fluids on the Airport premises is prohibited. The Lessee further agrees not to transport, or cause to be transported, onto airport premises, gasoline or other flammable fluids for the purpose of self-fueling aircraft. The Lessee further agrees that fueling of aircraft on airport premises will be done only at airport approved locations or facilities.
17. Snow Plowing. Lessee agrees to be responsible for the removal of snow within its Leased Premises including parking lot(s) and aircraft parking ramp(s). Snow plowing adjacent to or in aircraft parking areas and on all movement areas will be consistent with the requirements of the Federal Aviation Administration as established in Advisory Circular Airport Winter Safety and Operations or its successors.
18. Development Review Checklist. Prior to grading and construction of a hangar as required by this Lease, Lessee shall meet with the Airport Manager to review the Development Review Checklist attached hereto as Exhibit 3. Improvement to the Leased Premises shall not proceed until such time as agreement is reached between Lessee and the Airport Manager regarding the items set forth on the Checklist.

ARTICLE IX: INSURANCE

1. Minimum Insurance Requirements. See Exhibit 4.
2. Waiver of Subrogation. The Lessor and Lessee hereby release each other from any and all responsibility to the other for any loss or damage to property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance, even if such loss or damage is caused by the fault or negligence of the other party or anyone for whom such party is responsible. The Lessor and the Lessee agree that to the extent any such policy of insurance provides a right of subrogation in the insurer, or to the extent a right of subrogation exists independent of such policy, each will indemnify and hold the other harmless for any loss, claim or expense suffered as the result of any action taken pursuant to the right of subrogation. To the greatest extent possible, the Lessor and the Lessee will, in furtherance of the intent of this provision, make every effort to obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance

ARTICLE X: INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THE LESSEE SHALL INDEMNIFY, DEFEND AND HOLD THE LESSOR HARMLESS FOR ANY DAMAGE TO PROPERTY OR INJURY OR DEATH TO PERSON WHEN THE DAMAGE, INJURY OR DEATH IS IN ANY WAY CONNECTED OR RELATED TO THE LESSEE'S OBLIGATIONS UNDER OR ITS PERFORMANCE OF THIS LEASE, ITS USE OR OCCUPANCY OF THE LEASED PREMISES, OR ANY OF ITS OPERATIONS PERMITTED OR REQUIRED BY THE LEASE. THIS HOLD HARMLESS PROVISION WILL NOT APPLY IF THE DAMAGE, INJURY OR DEATH WAS CAUSED BY 1) AN INTENTIONAL ACT OF THE LESSOR, OR 2) A NEGLIGENT ACT OF THE LESSOR, IN WHICH CASE THE LESSOR'S LIABILITY SHALL BE LIMITED TO THE PERCENTAGE OF NEGLIGENCE ATTRIBUTABLE TO IT. IF ANY DEMAND, CLAIM, LAWSUIT OR PROCEEDING IS BROUGHT AGAINST THE LESSOR AND IS IN ANY WAY CONNECTED OR RELATED TO THE LESSEE'S PERFORMANCE OF, OR ITS OBLIGATIONS UNDER THIS LEASE, ITS USE OR OCCUPANCY OF THE LEASED PREMISES, OR THE OPERATIONS PERMITTED OR REQUIRED BY THIS LEASE, LESSEE SHALL FULLY DEFEND THE LESSOR AGAINST THE DEMAND, CLAIM, LAWSUIT OR PROCEEDING. THE LESSOR SHALL GIVE THE LESSEE PROMPT NOTICE OF ANY SUCH DEMAND, CLAIM, LAWSUIT OR PROCEEDING. IF SUCH DEMAND, CLAIM, LAWSUIT OR PROCEEDING IS BROUGHT THE LESSOR SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO 1) INVESTIGATE AND SETTLE THE DEMAND, CLAIM, LAWSUIT OR PROCEEDING, AND 2) PARTICIPATE IN THE DEFENSE OF THE DEMAND, CLAIM, LAWSUIT OR PROCEEDING. IF A DEMAND, CLAIM, LAWSUIT OR PROCEEDING AS DESCRIBED HEREIN IS BROUGHT, THE LESSEE SHALL PAY ALL EXPENSES, COSTS, LOSSES, DAMAGES, FEES, INCLUDING ATTORNEY FEES, FINES, FORFEITURES, JUDGMENTS AND AWARDS THAT RESULT FROM THE DEMAND, CLAIM, LAWSUIT OR PROCEEDING. IF THE DEMAND, CLAIM, LAWSUIT OR PROCEEDING WAS SETTLED BY THE LESSEE, THE LESSOR SHALL HAVE NO PAYMENT OBLIGATION UNLESS IT APPROVED THE SETTLEMENT. IN THIS PARAGRAPH, "LESSOR" INCLUDES THE CITY OF BARABOO AND THE VILLAGE OF LAKE DELTON AND ALL OF THEIR RESPECTIVE MEMBERS, EMPLOYEES, OFFICIALS, OFFICERS AND AGENTS.

ARTICLE XI: DAMAGE TO PROPERTY

Lessor shall have no liability to the Lessee or its sub-lessees, contractors, guests or invitees for any damage to their property caused by fire, tornado, earthquake, windstorm or other casualty, or for any damage caused by the act or omission of a third party. If any part of any Airport property is damaged by the act or omission of the Lessee, its agents, officers, employees, contractors, sub-Lessee and subcontractors, the Lessee shall pay to the Lessor, upon demand, any amount that the Lessor reasonably determines is necessary to repair or replace the property. In this Paragraph, "Lessor" includes the City of Baraboo and the Village of Lake Delton and all of their respective members, employees, officials, officers and agents.

ARTICLE XII: SUBLEASE AND ASSIGNMENT

The Lessee shall not sublease the Leased Premises, or any part of the Leased Premises including the Hangar, without the express written consent of the Lessor, such consent to not be unreasonably withheld. However the Lessee shall have the specific right to assign the Lease and all of its rights and duties hereunder to a bona-fide lending institution, and Lessor hereby permits the Lessee to encumber and grant a security interest in any property or property rights, real or personal, it may have in the Leases Premises or property located thereon. Further, Lessor will not unreasonably withhold its consent to the use of the Leased Premises by any person, persons or company obtained by any of Lessee's lenders in the event any lender forecloses on any of the above mentioned property. This Lease may be so assigned and the Leased Premises so sublet for another air oriented purpose other than that described in this Lease if Lessor approves such purpose. Any assumption of this Lease under these or other provisions shall obligate the person or persons to pay any and all past due rent before approval of transfer

will be given. At a minimum, Lessor requires that any sublease agreement be in writing and that it include that the agreement be subject to the terms and conditions of this Lease, and that sub-leases maintain aircraft liability insurance in the amounts and in the manor prescribed in this Lease.

ARTICLE XIII: DEFAULTS, TERMINATION AND REMEDIES

1. Lessee Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by the Lessee:
 - a. The filing by Lessee of a voluntary petition in bankruptcy.
 - b. The taking by a court of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act.
 - c. The filing of any lien against the Airport or any of its property as the result of any act or omission of Lessee, if the lien is not discharged or contested in good faith by Lessee (as determined by the Lessor) within fifteen (15) calendar days of Lessee's receipt of notice of the lien, unless Lessee posts a bond within this time period equal to the amount of the lien.
 - d. The voluntary abandonment by Lessee of its operations at the Airport for a period of sixty (60) calendar days or more.
 - e. The appointment of a receiver of Lessee's assets, or any general assignment for the benefit of Lessee's creditors.
 - f. The transfer of Lessee's interest herein by other operation of law.
 - g. The failure by Lessee to make any payment required by this Lease for a period of fifteen (15) calendar days after the time such payment becomes due, where such failure continues for a period of fifteen (15) calendar days after written notice from the Lessor.
 - h. The falsifications by the Lessee of any of its records or figures so as to deprive the Lessor of any of its rights under this Lease.
 - i. The failure by Lessee to perform any of the covenants, conditions, or obligations imposed on it by this Lease where the failure continues for a period of fifteen (15) calendar days after written notice from the Lessor, unless a shorter time is specified in this Lease.
 - j. A sale or other transfer of stock in Lessee's corporation which divests the present stockholders of controlling interest without the written approval of the Lessor, such approval not to be unreasonably withheld.
 - k. The transfer or assignment, or attempted transfer or assignment of this Lease by Lessee, without securing prior written approval of the Lessor. It shall be understood for the purpose of this part that negotiations by Lessee for the assignment or transfer of this Lease shall not be construed as "attempted transfer."
 - l. Three (3) conduct incidents that violate the Airport Rules and Regulations provided that written notice of the violation is provided to the Lessee within thirty (30) calendar days of any incident.

2. Remedies in Event of Default. In the event of any default by the Lessee, the Lessor shall have the right to declare this Lease terminated due to a breach of the Lease. In addition to the termination rights described in this Lease, the Lessor shall have the following rights and remedies upon default by Lessee:
 - a. The recovery of any unpaid rent, fees and other payments due and owing at the time of termination, plus any unpaid rent and fees that would have been earned and other payments what would have been made if the Lease had not been breached by Lessee.
 - b. The recovery of any damages, costs, fees and expenses incurred by the Lessor as a result of the breach of the Lease by Lessee.
 - c. The removal of the Lessee from the Airport, and the removal and storage at Lessee's expense of all of its property on the Airport.
 - d. The right at once and without further notice to Lessee to enter and take full possession of all property and space occupied by Lessee.
 - e. Any other right or remedy, legal or equitable, that the Lessor is entitled to under applicable law.
3. Additional Termination Rights of Lessor. In addition to the termination rights set forth in this Lease, the Lessor may also terminate this Lease if it determines that termination is necessary to secure federal funding for Airport development. In this event, the Lessor shall give Lessee sixty (60) calendar days written notice, and at the expiration of such period, title to any and all improvements made by Lessee upon any Airport land shall immediately vest in the Lessor without further proceedings or conveyances, and the Lessor may immediately enter and take possession. However, in such event, the Lessor shall make payment to Lessee in a sum sufficient to cover the fair market value as established by a state registered appraiser of any structure the Lessee has erected upon such land.
4. Termination by Lessee. Lessee may terminate this Lease at any time that it is not in default in its obligations by giving the Lessor thirty (30) calendar days written notice provided after the happening of any of the following events, if such event materially impairs the conduct of Lessee's normal business on the Airport: (a) The issuance by a court of competent jurisdiction of any injunction in any way preventing or restraining normal use of the Airport or any substantial part of it, and the remaining in force of such injunction for a period of sixty (60) consecutive days, such injunction not being the result of any fault of Lessee; (b) The inability of Lessee to use, for a period of six (6) consecutive months, the Airport or any substantial part of it due to enactment or enforcement of any law or regulation, or because of fire, earthquake or similar casualty or Acts of God or the public enemy; or (c) The lawful assumption by the United States Government of the operation, control or use of the Airport or any substantial part of it for military purposes in time of war or national emergency for a period of at least ninety (90) days.

ARTICLE XIV: EFFECT OF EXPIRATION OR TERMINATION

1. Expiration/Termination. Upon the termination of this Lease, Lessee shall yield up all property, space, equipment and facilities to the Lessor in the same condition as when received, reasonable and ordinary wear and tear and damage by the elements excepted. If the Lessor does not immediately remove its property and restore and surrender the Leased Premises as required herein, the Lessor may do so and the Lessee shall be liable to the Lessor for all expenses of removing the property (including storage fees, if any) and restoring the Leased Premises. Lessee shall also immediately pay and discharge all reasonable costs, attorney's fees, and

expenses that are incurred by the Lessor in enforcing the terms of this Lease, including any outstanding money owed to the Lessor.

2. Holdover Possession. In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration or termination of this Lease for any cause, the holding over shall be deemed not to operate as a renewal or extension of this Lease and shall create a tenancy from month-to-month which may be terminated at any time by the Lessor or Lessee, upon notice as required to end month-to-month tenancies.

ARTICLE XV: MISCELLANEOUS TERMS AND CONDITIONS

1. Remedies Cumulative. All of the rights and remedies given to the Lessor in this Lease are cumulative and no one is exclusive of any other. The Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law, whether stated in this Lease or not.
2. No Waiver. The failure of the Lessor to take action with respect to any breach by Lessee of any covenant, condition or obligation in this Lease shall not be a waiver of such covenant, condition or obligation or a subsequent breach of the same or any other covenant, condition or obligation. The acceptance by the Lessor of any rent or other payment shall not be a waiver by it of any breach by Lessee of any covenant, condition or obligation.
3. Lessor Representative. The Airport Manager, under the guidance of the Baraboo-Wisconsin Dells Regional Airport Commission, is the official representative of the Lessor for the administration and enforcement of this Lease.
4. Subordination. This Lease is and shall be subordinate to any existing or future Agreement between the Lessor and the United States regarding the operation or maintenance of the Airport.
5. Compliance with Law. At its own expense, the Lessee shall comply with all laws of the United States and the State of Wisconsin, all applicable local ordinances, and all rules and requirements of any law enforcement, fire department or other municipal agency. At its own expense, the Lessee shall obtain any and all permits and licenses which may be necessary for any activity at the Airport for which a license or permit is required. The Lessee shall not do or allow to be done anything at the Airport that is in violation of, or prohibited by any law, ordinance, rule, requirement, permit or license. If the Lessor or his representative identifies to the Lessee any such violation, the Lessee will immediately desist from or cause to be corrected such violation.
6. Governing Law and Venue. This Lease shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Wisconsin. Any lawsuit related to or arising out of disputes under this Lease shall be commenced and tried in the circuit court of Sauk County, Wisconsin, and the Lessor and the Lessee submit to the exclusive jurisdiction of the circuit court for such lawsuits.
7. Severability. In the event that any provision in this Lease is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Lease, provided that the invalidity of any such provision does not materially prejudice either the Lessor or Lessee in their respective rights and obligations contained in the valid provisions of this Agreement.
8. Survival of Obligations. Any payment obligation and repair obligation that exists as of the termination or cancellation of this Agreement shall extend until the obligation is satisfied.

- 9. Successors and Assigns. All of the provisions, covenants, and stipulations in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties.
- 10. Entire Agreement. This Lease contains and embodies the entire agreement between the Lessor and the Lessee and supersedes and replaces any and all prior agreements, understandings and promises on the same subject, whether they are written or oral.
- 11. No Assignment. This Agreement may not be assigned, nor may any part of it be assigned, except as provided herein, without the express written consent of the Lessor, such consent not to be unreasonably withheld.
- 12. Paragraph Headings. All paragraph and subparagraph headings contained in this Lease are for convenience in reference only, and are not intended to define or limit the scope of any provision.
- 13. Notices. Notices to the Lessor or Lessee provided for in this Lease shall be hand delivered or sent by certified mail, postage prepaid, addressed to:

IF TO LESSOR: Airport Manager
 City of Baraboo
 101 South Boulevard
 Baraboo, WI 53913

With a Copy to: City Attorney
 City of Baraboo
 101 South Boulevard
 Baraboo, WI 53913

IF TO LESSEE: _____

- 14. Amendments. This Lease may be amended at any time upon mutual written consent of the Lessee and Lessor.
- 14. Counterparts. This Agreement has been executed in several counterparts, each of which shall be taken to be an original, and all collectively but one instrument.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be executed by their proper officers,

BARABOO-WISCONSIN DELLS REGIONAL AIRPORT COMMISSION, LESSOR

Signature: _____
 Ed Geick, Airport Manager
 Date: _____

Witness Print Name: _____
 Witness Signature: _____
 Date: _____

LESSEE

By: _____
Print Name: _____
Date: _____

Witness Print Name: _____
Witness Signature: _____
Date: _____

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**EXHIBIT 1
LOT DIAGRAM**

**EXHIBIT 2
RENT AMOUNT**

_____ through _____

_____ sq. ft. X .11 per sq. ft./year = \$ _____

Prorated by Effective Date of Lease

NOTE: CPI adjustments every 5 years as explained by Paragraph 5 of the Lease.

**EXHIBIT 3
DEVELOPMENT CHECKLIST**

Lessor: _____

Date: _____

- Submit to the City Engineer for the City of Baraboo one (1) set of building plans that include, but are limited to:
 - Site Plan - General site/lot layout including building, apron, plantings, ditches, etc.
 - Floor Plan - Building footprint with doors in general locations, gas, electric, phone, water service placements
 - Roof Plan - Truss, rafter schedule and layout
 - Foundation and Structural Plan - Footing or post layout with floor detail
 - Elevations - All directional views, exterior views with trim identified
 - Wall Sections - Construction detail, section details
 - Material Selections - Include specifications
 - Door Type and Specification - i.e., sliding/overhead/bi-fold, with widths identified
 - Landscape Plan - May be noted on Site Plan
 - Drainage Plan - indicating draining flow and existing and proposed contours/elevations including roof drainage. May be noted in Site Plan
 - Erosion Control Plan - May be noted on Site Plan
 - Electrical Plan - If applicable
 - HVAC Plan - If applicable
 - Fencing Plan - Include location, gates, height, materials, color, and other design considerations.
 - Utility's extension to site indicated in sufficient detail for all utility requirements, including design loads. This may be included on Site or Floor Plans.
 - Color of proposed wainscot panels, metal trim, gutters and downspouts, vent-a-ridge and aluminum soffit, as applicable. Neutral colors suggested.
 - Location and type of antennas, satellite dishes, or similar equipment.

NOTE: Building plans must bear the seal of a Professional Engineer, registered in the State of Wisconsin, certifying the structural design of the building meets the requirements of this Development Checklist, with 30 pounds per square foot live roof load, and 20 pounds per square foot wind load. Note: buildings greater than 50,000 sq. ft. volume require State stamp of approval.

- Submit to the Airport Manager a determination of no hazard from FAA. (FAA form 7460-1)
- Submit to the Airport Manager a Security Plan, made in conjunction with Airport Security Plan and Rules and Regulations.
- Submit to the Airport Manager a copy of the signed Lease.
- Submit to the Airport Manager any required fees.**

Check List Review Made By: _____

Date completed: _____

EXHIBIT 4
MINIMUM INSURANCE COVERAGE

It is hereby understood and agreed that the insurance required by the Commission is primary coverage. Claims made form of coverage in not acceptable. All insurance shall be in full force upon the execution of this Lease and shall remain in full force for the entire duration of the Lease including any and all extension terms of the Lease.

MINIMUM POLICY REQUIREMENTS AND AMOUNTS.

1. Commercial General Liability Insurance – In the minimum amount of \$2,000,000 Combined Single Limit per occurrence and \$2,000,000 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.
2. Aircraft Liability Insurance – Bodily injury in the amount of \$100,000 each person and \$1,000,000 each accident; passenger liability in the amount of \$100,000 each person/\$1,000,000 each accident; property damage in the amount of \$1,000,000 each accident.
3. Hangar Keeper’s Liability Insurance – In the minimum amount of \$100,000 for any one aircraft and \$1,000,000 any one occurrence, or more as values require.
4. Products-Completed Operations Liability Insurance – IF APPLICABLE, 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.
5. Commercial/Business Automobile Liability Insurance – IF APPLICABLE, 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.
6. Worker’s Compensation Insurance - IF REQUIRED BY LAW, plus employer’s liability insurance in the minimum amounts of \$100,000 per accident, \$100,000 disease per person, with a \$500,000 disease policy limit.
7. 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.
8. Fuel Tank Financial Responsibility/Environmental Impairment Liability Insurance - IF APPLICABLE, Lessee shall maintain 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.

ADDITIONAL INSURANCE REQUIRED BY COMMISSION.

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

ADDITIONAL CONDITIONS.

1. The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.
2. All policies, except worker's compensation policy, shall name the Commission, the City of Baraboo and the Village of Lake Delton, and their respective elected or appointed officials, officers, representatives, directors, commissioners, agents and employees as "ADDITIONAL INSURED."S."
3. Lessee shall furnish certificate of insurances evidencing the required coverage cited herein prior to engaging in any commercial aeronautical activities.
4. 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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Section I: Disclosure Statement / Security Responsibilities

Distribution of this Airport Safety Plan is restricted to individuals with a legitimate need for access to them.

The Baraboo-Wisconsin Dells Regional Airport Manager shall be responsible for the development, upkeep and administration of this Airport Safety Plan.

Section II: General Information

The Baraboo-Wisconsin Dells Regional Airport is a public use airport. The airport's physical location is in the State of Wisconsin, Town of Delton, and County of Sauk. The airport is owned by the City of Baraboo and the Village of Lake Delton.. The City of Baraboo is the Airport Manager handling the day-to-day activities and contracts for maintenance of the airport.

Purpose:

The purpose of this document is to create a security plan for the airport. Since the 9/11 tragedy, aviation has changed dramatically. Security is now more than ever on the minds of everyone.

The Federal Government established Homeland Security and the Transportation Safety Administration to enhance and increase security. As a result, the Federal Aviation Administration (FAA) and the Wisconsin Department of Transportation -Bureau of Aeronautics (Wis. DOT - BOA) have requested that airports develop a security plan.

Our plan will be simple and assume a common sense approach to execute. As tenants and users of the airport, you are asked to be suspicious of all activities at the airport. Use your eyes and ears. Be alert to anything that seems unusual or out of the ordinary. **YOU** are the most important element in increasing security at the Baraboo-Wisconsin Dells Regional Airport.

Our airport security plan will focus on four main topics.

1. Boundary Control / Physical & Emergency Access
2. Increase awareness of our airport's security issues.
3. Identify specific activities / threats which should be reported.
4. Establish a communication system and procedure for reporting these activities / threats.

Distribution: Copies of the Airport Security Plan will be distributed as follows.

1. City of Baraboo
2. Village of Lake Delton
3. Airport Manager
4. Fixed Base Operators
5. Individual Tenants / Land Lessees
6. Sauk County Sheriff Department

7. Local Municipal Police Departments
8. Local Municipal Fire / EMS Departments

Name and Location of the Airport:

Baraboo-Wisconsin Dells Regional Airport
S3440 County Rd BD
Baraboo, WI 53913
(608) 356-2270

The airport is located 3 miles North of the City of Baraboo, and 5 miles south of the City of Wisconsin Dells on U.S. Hwy 136, next to the Ho-Chunk Casino & Convention Center.

Airport Identifier:

KDLL	
Unicom	123.05
Localizer Frequency – IDLL	109.15

Geographical Coordinates:

Latitude:	N43°31.32'
Longitude:	W89°46.25'
Elevation:	976' msl

Airport Manager:

City of Baraboo
Ed Geick, City Administrator
101 South Boulevard
Baraboo, WI 53913
Manager Phone: 608-355-2700

Airport Activities:

Flight Instruction provided by Baraboo Dells Flight Center during business hours by appointment only. Mechanic services provided during normal business hours six days per week or by special appointment. On average there are approximately 10 cargo operations per week. There are approximately 34,000 annual operations and 50 based aircraft.

Airport Description:

1. Size. The airport property consists of roughly 325 acres with an average elevation of 976' msl.
2. Runways, Taxiways, Ramps. Runway 01 – 19 is 5010' x 75' paved (asphalt). Runway 14 – 32 is 2740' x 100' turf (sod). The airport has a certified weather reporting station (AWOS-3 available on 118.325 or (608)356-1071. Communication consists of CTAF/UNICOM on 123.05 and is monitored by the

local FBO (Baraboo-Dells Flight Center, Inc). The nearest navigational aid is the DELLS (H) VORTAC located 1.8 nautical miles north of the field and transmits on 117.0.

3. Buildings. There are a total of 43 buildings: the terminal building and maintenance hangar is leased to the Flight Instruction/Fuel Farm FBO, the maintenance hangar is leased to the aircraft servicing mechanic, one Snow Removal Equipment storage building, and 39 occupied hangars.
4. Airport Tenants. Current FBOs at the Airport include:
 - Baraboo Dells Flight Center, Monday through Saturday, 8:00 a.m. to 5:00 p.m., and other hours by appointment. Primary contact is William Murphy, 608-356-2270.
 - TC's AirCare, Monday through Saturday, 7:30 a.m. to 4:30 p.m. and other hours by appointment. Primary contact is Tom Cunningham, 608-355-0850.
 - Ryte Byte Inc., Monday through Friday, 8:00 a.m. to 5:00 p.m. and other hours by appointment. Primary contact is Joe Canepa, 608-356-6822.

Emergency Contact List:

All Emergencies.....	911
Police	Sauk County Sheriff's Dispatch.....608-355-4495
Fire.....	Lake Delton Fire Department.....608-254-8404, 608-678-0278 cell Baraboo Fire Department.....608-355-2710
Airport Manager.....	Ed Geick, City of Baraboo.....608-355-2700 Email: egeick@cityofbaraboo.com
On Site Maintenance.....	Baraboo-Dells Flight Center, Inc.....608-356-2270 phone 608-356-2277 fax 608-393-3552 cell Email: info@flybdfc.com
FAA.....	Milwaukee FSDO.....414-486-2920 Green Bay Flight Service.....800-992-7433
FBI.....	715-842-2666 402-493-8688 If no answer call: 414-276-4684 Milwaukee
Homeland Security.....	866-AIR-BUST
AOPA Airport Watch (National Response Center).....	800-GA-SECURE
TSA.....	Airport Watch Hot-Line.....866-427-3287

Section III: Administration

1. The Baraboo-Wisconsin Dells Regional Airport Commission (“Commission”), consisting of representatives from the City of Baraboo and the Village of Lake Delton, own, operate and manage the airport pursuant to §114.14., Wis. Stat.
2. The Airport Manager, as selected by the Commission, is the City of Baraboo’s City Administrator Ed Geick.
3. The Airport Manager is responsible for airport security. These duties may include:
 - Reviewing “Security Clearance Requests” and determining eligibility for access to the secured area.
 - Maintain a complete and current list of all users with approval to access the secured area.
 - Determine automatic gate KEY CODES.
 - Maintain and update the Airport Security Plan to reflect the current state of conditions at the airport.
 - Ensure timely distribution of the Airport Security Plan to appropriate persons or entities.
 - Ensure timely distribution of the automatic gate KEY CODES to all approved users.
 - Proper dissemination of all correspondence or other communications with airport tenants and others on security related matters.
 - Conduct daily oversight of security provisions at the airport and ensuring compliance with the Airport Security Plan.

Section IV: Aircraft Movement Area/Security Control

1. Aircraft Movement Area. Aircraft may taxi along any paved surface of the airport. Take off and landings may be performed along the paved or grass runways.
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Pilots should employ multiple methods of securing their aircraft to make it as difficult as possible for an unauthorized person to gain access to it, including:

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**** Use your eyes and ears to keep our airport safe ****

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- Anyone who seems unfamiliar with aviation procedures trying to check out an airplane.
- Anyone who misuses aviation lingo – or seems too eager to use all the lingo.
- People or groups who seem determined to keep to themselves.
- Any members of the airport neighborhood who work to avoid contact with you or other airport tenants.
- Anyone who appears to be just loitering, with no specific reason for being there.
- Any out-of-the-ordinary videotaping of aircraft or hangars.
- Aircraft with unusual or obviously unauthorized modifications.
- Dangerous cargo or loads – explosives, chemicals, openly displayed weapons – being loaded into an airplane.
- Anything that strikes you as wrong – listen to your gut instinct, and then follow through.
- Pay special attention to height, weight, and the individual's clothing or other identifiable traits.

**** Use common sense. Not all these items indicate terrorist activity ****

When in doubt, check it out!

HOW TO REPORT SUSPICIOUS ACTIVITY

EMERGENCY

911

Sauk County Sheriff's Department

608-355-4495

FBI Milwaukee Office 24 Hour Hotline

414-276-4684

WisDOT – Bureau of Aeronautics

608-266-3351

FAA

FAX at 202-267-5091
9-awa-tellfaa@faa.gov

FBI

715-842-2666
402-493-8688
If no answer call:
414-276-4684

Homeland Security

866-AIR-BUST

AOPA Airport Watch
(National Response Center)

800-GA-SECURE

Table of Contents

Section I:	Disclosure Statement / Security Responsibilities
Section II:	General Information
Section III:	Administration
Section IV:	Aircraft Movement Area/Security Control
Section V:	Boundary Control / Physical & Emergency Access
Section VI:	Airport Security Procedures
Section VII:	Increased Security Threats
Section VIII:	Increasing Awareness of Security Issues

Section I: Disclosure Statement / Security Responsibilities

Distribution of this Airport Safety Plan is restricted to individuals with a legitimate need for access to them.

The Baraboo-Wisconsin Dells Regional Airport Manager shall be responsible for the development, upkeep and administration of this Airport Safety Plan.

Section II: General Information

The Baraboo-Wisconsin Dells Regional Airport is a public use airport. The airport's physical location is in the State of Wisconsin, Town of Delton, and County of Sauk. The airport is owned by the City of Baraboo and the Village of Lake Delton.. The City of Baraboo is the Airport Manager handling the day-to-day activities and contracts for maintenance of the airport.

Purpose:

The purpose of this document is to create a security plan for the airport. Since the 9/11 tragedy, aviation has changed dramatically. Security is now more than ever on the minds of everyone.

The Federal Government established Homeland Security and the Transportation Safety Administration to enhance and increase security. As a result, the Federal Aviation Administration (FAA) and the Wisconsin Department of Transportation -Bureau of Aeronautics (Wis. DOT - BOA) have requested that airports develop a security plan.

Our plan will be simple and assume a common sense approach to execute. As tenants and users of the airport, you are asked to be suspicious of all activities at the airport. Use your eyes and ears. Be alert to anything that seems unusual or out of the ordinary. **YOU** are the most important element in increasing security at the Baraboo-Wisconsin Dells Regional Airport.

Our airport security plan will focus on four main topics.

1. Boundary Control / Physical & Emergency Access
2. Increase awareness of our airport's security issues.
3. Identify specific activities / threats which should be reported.
4. Establish a communication system and procedure for reporting these activities / threats.

Distribution: Copies of the Airport Security Plan will be distributed as follows.

1. City of Baraboo
2. Village of Lake Delton
3. Airport Manager
4. Fixed Base Operators
5. Individual Tenants / Land Lessees
6. Sauk County Sheriff Department

7. Local Municipal Police Departments
8. Local Municipal Fire / EMS Departments

Name and Location of the Airport:

Baraboo-Wisconsin Dells Regional Airport
S3440 County Rd BD
Baraboo, WI 53913
(608) 356-2270

The airport is located 3 miles North of the City of Baraboo, and 5 miles south of the City of Wisconsin Dells on U.S. Hwy 136, next to the Ho-Chunk Casino & Convention Center.

Airport Identifier:

KDLL	
Unicom	123.05
Localizer Frequency – IDLL	109.15

Geographical Coordinates:

Latitude:	N43°31.32'
Longitude:	W89°46.25'
Elevation:	976' msl

Airport Manager:

City of Baraboo
Ed Geick, City Administrator
101 South Boulevard
Baraboo, WI 53913
Manager Phone: 608-355-2700

Airport Activities:

Flight Instruction provided by Baraboo Dells Flight Center during business hours by appointment only. Mechanic services provided during normal business hours six days per week or by special appointment. On average there are approximately 10 cargo operations per week. There are approximately 34,000 annual operations and 50 based aircraft.

Airport Description:

1. Size. The airport property consists of roughly 325 acres with an average elevation of 976' msl.
2. Runways, Taxiways, Ramps. Runway 01 – 19 is 5010' x 75' paved (asphalt). Runway 14 – 32 is 2740' x 100' turf (sod). The airport has a certified weather reporting station (AWOS-3 available on 118.325 or (608)356-1071. Communication consists of CTAF/UNICOM on 123.05 and is monitored by the

local FBO (Baraboo-Dells Flight Center, Inc). The nearest navigational aid is the DELLS (H) VORTAC located 1.8 nautical miles north of the field and transmits on 117.0.

3. Buildings. There are a total of 43 buildings: the terminal building and maintenance hangar is leased to the Flight Instruction/Fuel Farm FBO, the maintenance hangar is leased to the aircraft servicing mechanic, one Snow Removal Equipment storage building, and 39 occupied hangars.
4. Airport Tenants. Current FBOs at the Airport include:
 - Baraboo Dells Flight Center, Monday through Saturday, 8:00 a.m. to 5:00 p.m., and other hours by appointment. Primary contact is William Murphy, 608-356-2270.
 - TC's AirCare, Monday through Saturday, 7:30 a.m. to 4:30 p.m. and other hours by appointment. Primary contact is Tom Cunningham, 608-355-0850.
 - Ryte Byte Inc., Monday through Friday, 8:00 a.m. to 5:00 p.m. and other hours by appointment. Primary contact is Joe Canepa, 608-356-6822.

Emergency Contact List:

All Emergencies.....	911
Police	Sauk County Sheriff's Dispatch.....608-355-4495
Fire.....	Lake Delton Fire Department.....608-254-8404, 608-678-0278 cell Baraboo Fire Department.....608-355-2710
Airport Manager.....	Ed Geick, City of Baraboo.....608-355-2700 Email: egeick@cityofbaraboo.com
On Site Maintenance.....	Baraboo-Dells Flight Center, Inc.....608-356-2270 phone 608-356-2277 fax 608-393-3552 cell Email: info@flybdfc.com
FAA.....	Milwaukee FSDO.....414-486-2920 Green Bay Flight Service.....800-992-7433
FBI.....	715-842-2666 402-493-8688 If no answer call: 414-276-4684 Milwaukee
Homeland Security.....	866-AIR-BUST
AOPA Airport Watch (National Response Center).....	800-GA-SECURE
TSA.....	Airport Watch Hot-Line.....866-427-3287

Section III: Administration

1. The Baraboo-Wisconsin Dells Regional Airport Commission (“Commission”), consisting of representatives from the City of Baraboo and the Village of Lake Delton, own, operate and manage the airport pursuant to §114.14., Wis. Stat.
2. The Airport Manager, as selected by the Commission, is the City of Baraboo’s City Administrator Ed Geick.
3. The Airport Manager is responsible for airport security. These duties may include:
 - Reviewing “Security Clearance Requests” and determining eligibility for access to the secured area.
 - Maintain a complete and current list of all users with approval to access the secured area.
 - Determine automatic gate KEY CODES.
 - Maintain and update the Airport Security Plan to reflect the current state of conditions at the airport.
 - Ensure timely distribution of the Airport Security Plan to appropriate persons or entities.
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 - Proper dissemination of all correspondence or other communications with airport tenants and others on security related matters.
 - Conduct daily oversight of security provisions at the airport and ensuring compliance with the Airport Security Plan.

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800-GA-SECURE

For Office Use:	Date	Date
<input type="checkbox"/> Application given by _____	_____	<input type="checkbox"/> Admin Comm. if needed _____
<input type="checkbox"/> Filed with City Clerk _____	_____	<input type="checkbox"/> Council, if needed _____
<input type="checkbox"/> Application Review Comm. _____	_____	<input type="checkbox"/> Lease starts _____

City of Baraboo
 135 4th Street
 Baraboo, WI 53913
 (608) 355-2700 phone
 (608) 356-9666 fax

**APPLICATION FOR
 AIRPORT LOT LEASE**

FOR TREASURER USE ONLY
Receipt # _____
Not transferable or assignable

Date: 4-3-2018

The undersigned, make an application for a lot lease at the Baraboo Dells Airport:

- Name and address of each applicant (persons included in this lease): (Please attach additional pages as necessary.)
Per the attached for all questions & answers
J.E.
- Phone numbers: home _____, work _____, cell _____
- Name of Lessee, if different than above: John E. Ederer (JEaero)
- Location of Lot Requested: _____
- If not previously surveyed, size lot requested: _____
- List aircraft to be stored on property: _____
- List all aviation uses of property: _____
- Proposed start date: _____
- Brief description of proposed structure on site (size, # doors, color): _____

9. Statement regarding existing airport infrastructure and proposed impact this airport user will have on existing infrastructure:

10. The following arrangements have been made for serving the site with sewer and water (if any):

11. Requested alterations to existing lease. (Note \$100 fee for each request due at the filing of this application)

12. A development review checklist (last page of standard lease) must be attached showing that all items have been attached with application or otherwise satisfied.

13. State applicants intention to conform to:

Rules and Regulations: _____

Airport Security Plan: _____

WHEREFORE, the undersigned applicant (s) hereby state that the foregoing information and all attachments to this Application are true and correct to the best of our knowledge.

Dated this 4th day of April, 2018.

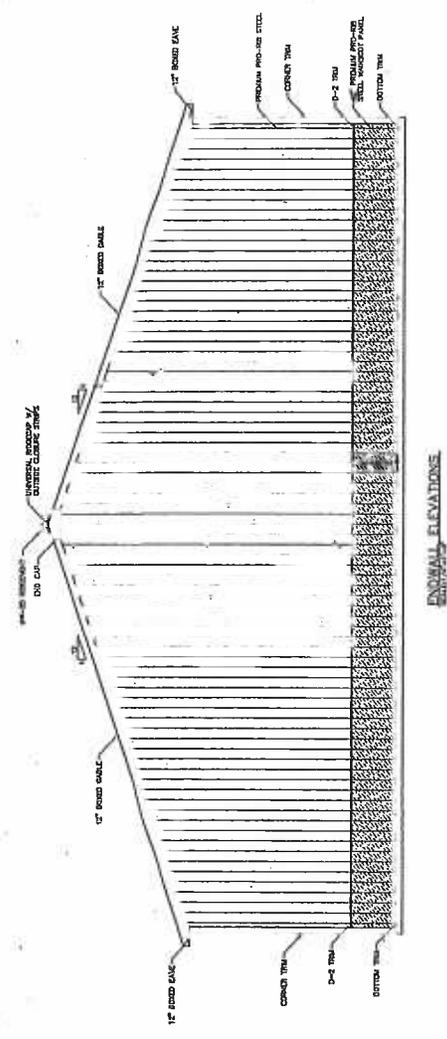
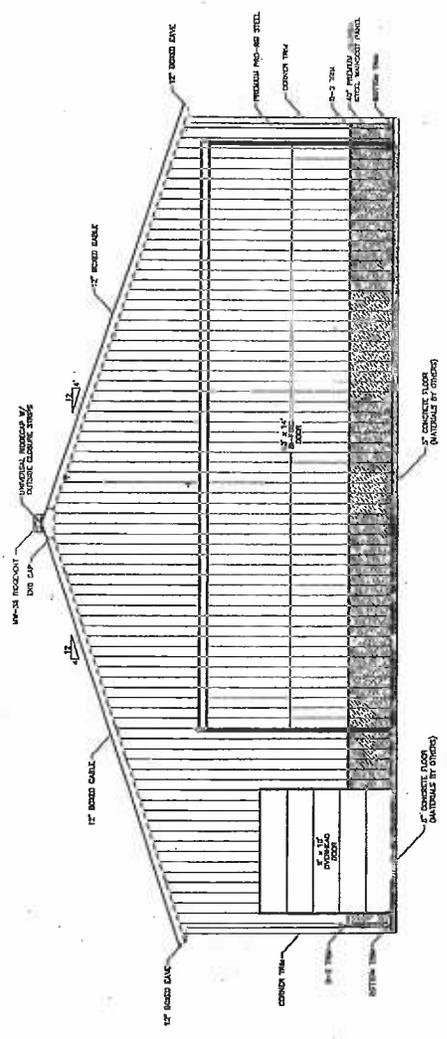
John Edman
Applicant
[Signature]
Co-Applicant, if any

I certify that that I have reviewed this application for completeness.
Date: _____ City Clerk: _____

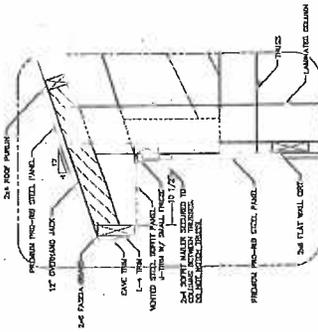
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 PREPARED BY: **FRANCOIS DU SAC, WI**
 FILE NAME: **100-2572827**



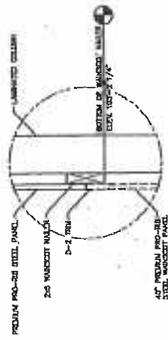
GENERAL NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND SPECIFICATIONS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
 4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL, STATE AND FEDERAL AUTHORITIES.
 5. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.



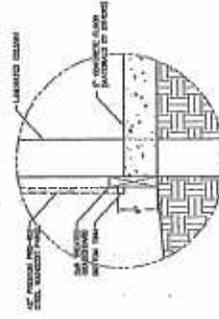
GENERAL ELEVATIONS



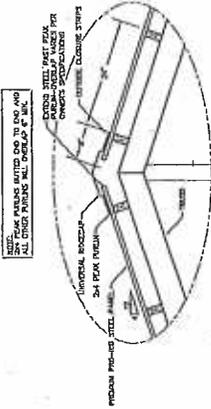
17" BOXED EAVE DETAIL
SCALE 1/4"=1'-0"



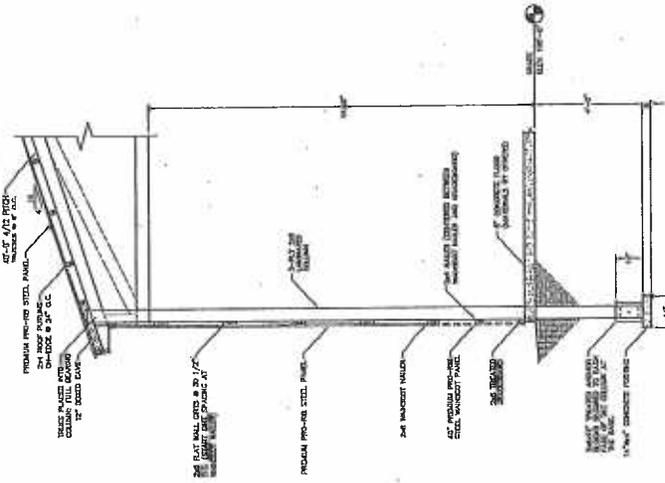
D-2 TRIM DETAIL
SCALE 1/2"=1'-0"



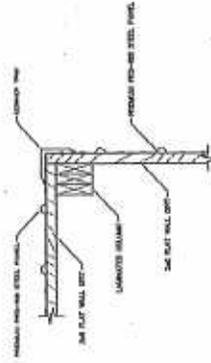
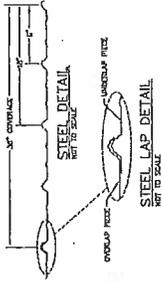
BOTTOM TRIM DETAIL
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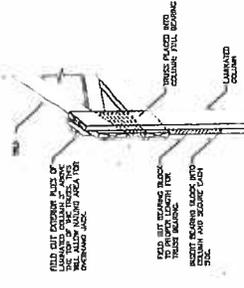
UNIVERSAL RIDGECAP DETAIL
SCALE 1/4"=1'-0"



(A) SIDEWALL SECTION
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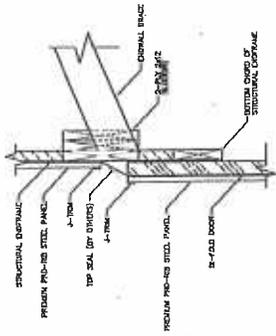
CORNER TRIM DETAIL
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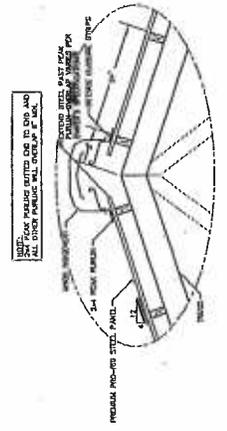
TRUSS INSTALLATION DETAIL
SCALE 1/2"=1'-0"

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JEARARO LLC
(AIRPLANE HANGER)
 PRAIRIE DU SAC, WI
 FILE NAME 100-5002637

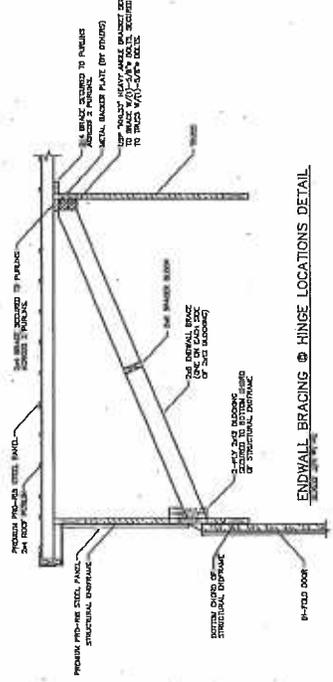




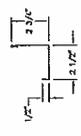
SI-DOOR FRAME-OUT DETAIL



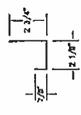
MIXED RIDGEVENT DETAIL



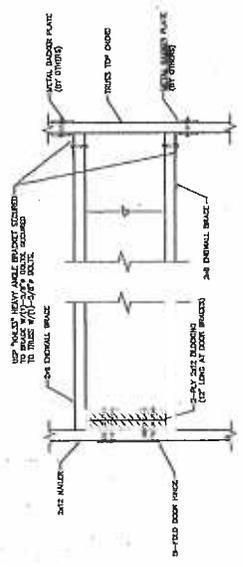
ENDWALL BRACING & HINGE LOCATIONS DETAIL



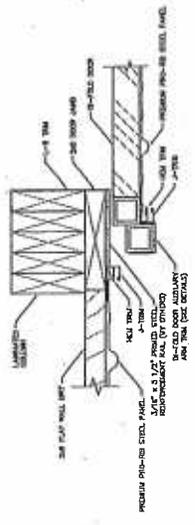
AUXILIARY UPPER ARM TRIM DETAIL



AUXILIARY LOWER ARM TRIM DETAIL



BI-FOLD DOOR BRACE TOP VIEW



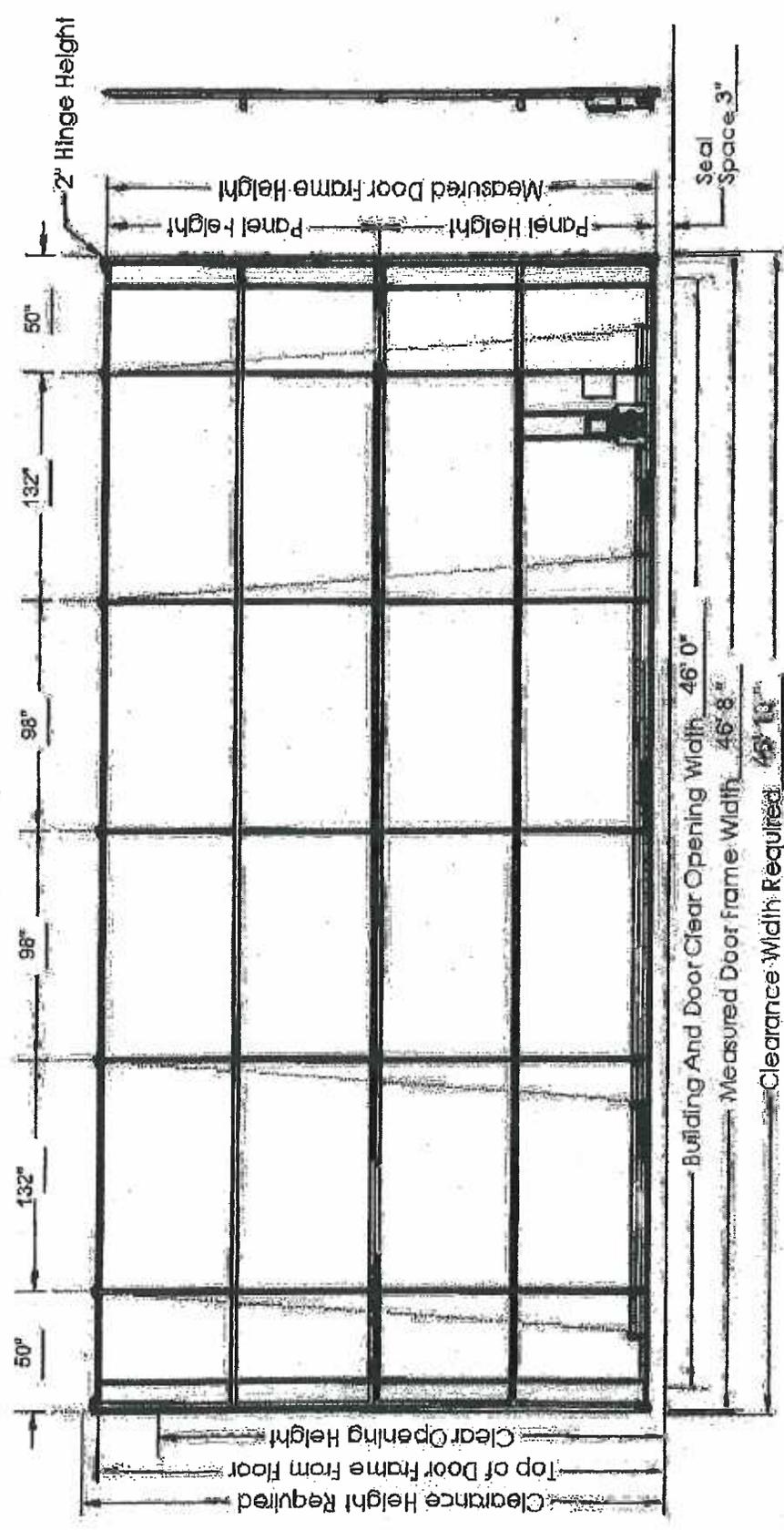
BI-FOLD DOOR JAMB DETAIL

AAA
CODE EXEMPT PRINT
 PROJECT TITLE: **TEARARO LLC (AIRPLANE HANGER)**
 PROJECT NO: **PROJ 00 000 000**
 FILE NAME: **100-00700007**

REVISIONS & MODIFICATIONS OF THIS PLAN
 NO. DATE BY
 1 10/10/10 JAC

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. UNLESS OTHERWISE SPECIFIED, ALL MATERIALS SHALL BE AS SHOWN.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIAA SPECIFICATIONS.
 4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

Prepared For Midwest Manufacturing Door Clear Opening Height 14' 0" Building Measurements:
 Quote Number 120590.NEW.378.1 Measured Door Frame Height 14' 11" Bottom Of Stub Column 15' 0"
 Hinge Quantity 7 Door Panel Height For Skin: *Clearance Height Required 15' 6"
 Top of Door Frame From Floor 15' 2" Top: 7' 9.5" Bottom: 7' 5.5"
*Clearance height is from bottom of sheathing to trim above door



For Approval Please Return One Set Of Drawings For Prompt Scheduling
 Approved for Construction - As Shown _____ As Noted _____
 Date: _____ Signed: _____

HI-FOLD DOOR CORPORATION
 RIVER FALLS, WI 53083
 800-443-5536
 1-2016 | Scale: NTS | B-2Pc-7

1. All doors shipped fully assembled. Doors over 48' wide may be vertically split. Doors over 18' high may be horizontally split. Vertically and/or horizontally split doors to require field welding to maintain a 115 MPH wind load rating per Ultimate Wind Load per ASCE 7-10 exposure C. Engineer stamped drawings available for additional cost.
2. Doors over 46' wide supplied with 1.5 or 2 horsepower motor wired for 220 volt single phase and require separate circuit with circuit interrupt (provided by others) to protect the required 13 amps. Most doors 46' and under supplied with a 1 horsepower motor wired 110 volts and provided with individual circuit protection to protect the required 20 amps. "Up-Stop-Down" control wired 24 volts with cable long enough to place control five feet above floor on the side of door to be specified by customer. Flexible power cable 4' longer than height of door and requires service at that point. Hi-Fold electrical system meets the requirements of the National Electrical Code for typical applications hence it is the customers responsibility to provide instructions to meet special applications and local codes.
3. The electrical system requires a grounded circuit and substantial wiring. Extension cords and generators may not be adequate for door operation, and are not recommended.
4. Optional jamb reinforcement rails are available for wood or concrete jamb building applications.
5. Hi-Fold Door exerts considerable horizontal loads on the building structure in the open position. Loads specific to this application are provided to the purchaser. Purchaser is responsible to insure that the buildings structural design is capable of handling the imposed loads.
6. Operating times vary with door size, Contact Hi-Fold Door for operating speed for a particular size.
7. Purchaser required to inform Hi-Fold Door if any weight in addition to standard 26 gauge roll formed steel exterior covering (provided by others) is to be applied to and lifted by door operating system. Excessive weight will void warranty.
8. Hi-Fold Door is welded steel primed with a water base oxide primer and painted with black epoxy ester enamel and is not intended to be left exposed to the elements. In a highly corrosive atmosphere it may be necessary to field apply finish paint. Operating components must be checked frequently and properly lubricated as necessary.
9. Defective components will be replaced upon receipt of the defective component. Immediate replacement of defective components will be made by UPS or freight shipment on a COD basis with reimbursement upon return of the defective part following analysis and evaluation if deemed necessary by Hi-Fold Door.
10. Field alteration or repair of a door must be authorized in advance in writing. Unauthorized alteration will void warranty.
11. Hi-Fold is not responsible for the installation of the Hi-Fold Door, nor for installation errors or normal installation adjustments as might be required. Compliance with all applicable state and local codes is the sole responsibility of purchaser. Optional walk doors may not meet state or local life safety code requirements for exit doors. Optional walk doors do not have a hurricane wind load rating.
12. Hi-Fold will attempt to answer any installation problem by phone. Factory service will be supplied when all field effort can not rectify the problem. Hi-Fold must be allowed reasonable time within which to travel to the job site. Abnormal cost incurred to answer demand for immediate service must be paid by purchaser. Purchaser must pay for total service cost if Hi-Fold is not found responsible for defect or defective operation.
13. Customer must thoroughly check shipments for damage. Significant damage is reason to refuse shipment of the product. Minor damage must be noted on the bill of lading and claim filed with the carrier. Hi-Fold is not responsible for freight damage. Neither Hi-Fold nor the trucking company can be held responsible for damage caused during unloading. Unloading is the responsibility of the purchaser. Shipment must be checked for road salt during winter months, if shipment comes in contact with salt it must be washed thoroughly prior to unloading truck and noted on the bill of lading.
14. Delivery to be accepted on confirmed delivery date. Any changes to the anticipated shipment date must be made at least 4 weeks prior to anticipated shipment date. Failure to notify Hi-Fold Door of a change in anticipated shipment date within 4 weeks of the anticipated shipment date will result in a redelivery charge. Storage fees may also be imposed.
15. Hi-Fold is not responsible for exposure deterioration caused by delivery delays in excess of 30 days
16. Anticipated shipment date to be confirmed when all components of the contract and deposit are received. Any change order must be received at least three weeks prior to anticipated shipment date.
17. Issuance of a purchase order alone is not adequate for door to be manufactured.
18. Cancellation policy: Once manufacturing has begun there will be no cancellations made. If cancellation is prior to manufacturing deposit will be returned in full, less any engineering that has been done.

CUSTOMER S SIGNATURE: _____

9-2013

INFORMATION SHEET

Please provide the following information for us to properly process your order:

1. Location of installation: (Actual address where door is to be installed)

Name: _____ Phone: _____
Address: _____
City: _____ State: _____ ZIP: _____

2. Ship to: (If different than Location of Installation)

Name: _____ Phone: _____
Address: _____
City: _____ State: _____ ZIP: _____

3. Owners name: _____ Phone: _____

4. Building type: (Check one)

Post Frame Pre-engineered Steel
 Block wall w/wood truss's Other (Describe) _____

5. Building Manufacturer:

Name: _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact person: _____ Phone: _____

6. Method of attachment to building: (Check one)

Weld Bolt Bolt length required _____

7. Walk door location (optional) Left side Right side (viewed outside looking in).

8. Up-Down-Stop push button control & Single location crank latch Left side Right side (viewed outside looking in).

9. Requested shipment date: _____ Must be confirmed by Hi-Fold Door

Signed: _____ Date: _____



N6170 1070th Street | River Falls, WI 54022
 P: 715-262-3018 | 800-443-6536 | F: 715-262-3998
 www.hi-fold.com

8/28/2017

120590.NEW.378.1

Midwest Manufacturing
 5231 Kane Ave.
 Box 121
 Eau Claire, WI 54703
 Attn: Jeannette Garrity

Door Number: 1 Product Number: H4614-2

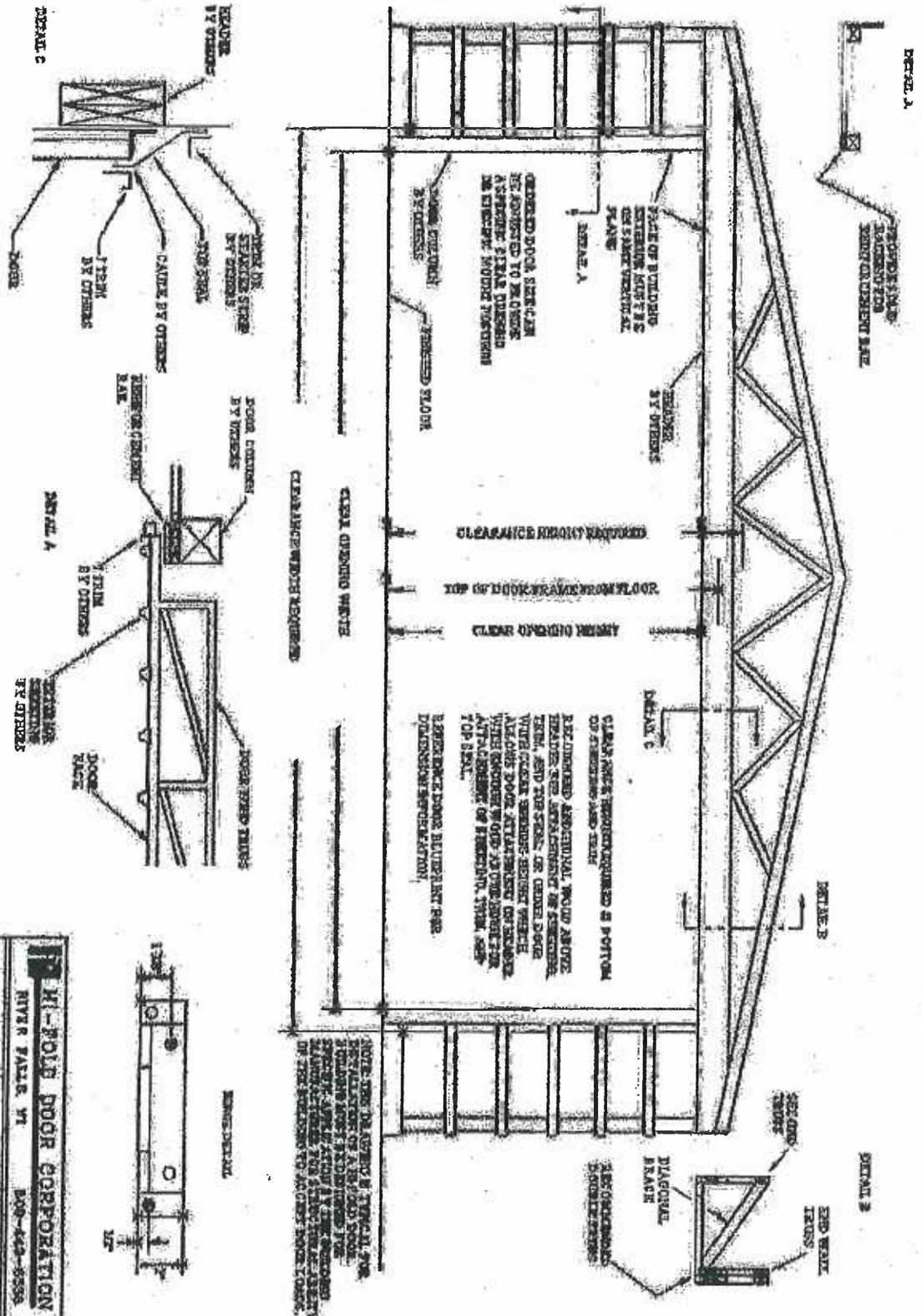
Active weights for the Hi-Fold Door are as follows:

Door Closed

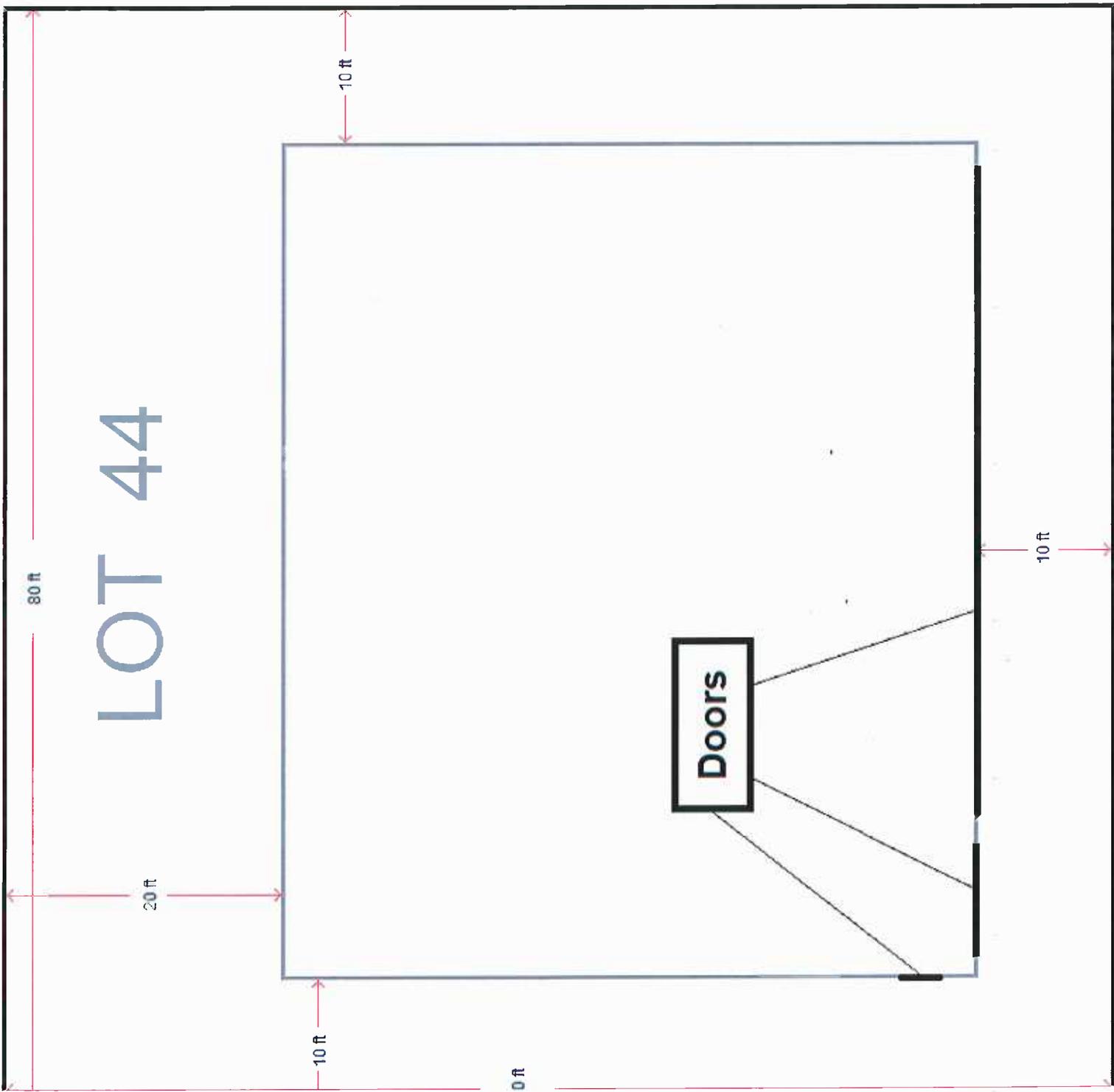
Dead Weight	1584 Lbs.
Estimated Weight for Exterior covering	644 Lbs.
Total Dead Weight less any options	2228 Lbs.
Wind Load Transferred to Vertical Column	78%
Wind Load Transferred to Header/hinge mount point	25%

Door Open - Tends to pull away from building at hinge line.

Horizontal Component - 1.35 times Dead Weight	3008 Lbs.
Number of hinges	7 Hinges
Horizontal Tension in Pounds per Hinge	430 Lbs.
Horizontal compression at Wheel on each vertical column	1504 Lbs.



LOT 44





*2016 Wisconsin Airports
Rates & Charges Report*



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Introduction

Each year, the Wisconsin Department of Transportation's Bureau of Aeronautics (BOA) surveys public use airports in Wisconsin for information regarding rates, charges and related activities. Per Wisconsin Administrative Code Trans 55, airports are required to submit responses as a condition of receiving state funding. More importantly, the survey results serve as a comparative tool to help airports gauge financial practices and needs.

In February 2017, the 2016 Rates and Charges Survey was distributed to the 97 airports included in the Wisconsin State Airport System Plan (SASP). Respondents completed the survey by using an online survey tool or by submitting a hard copy. For the majority of the questions, respondents selected a range that best reflected the activities at their airport.

Of the 97 SASP airports, 96 provided a response to the survey. Respondents included all eight commercial service airports, all 12 large general aviation (GA) airports, all 47 medium GA airports, and 27 out of 28 small GA airports for a total SASP response rate of 99 percent. A complete list of responding airports can be found at the end of this report starting on page 34. It is important to note that airport representatives were responsible for the accuracy of the answers provided. If there are questions regarding specific airport data, please consult the airport directly.

This report is an overview of the 2016 survey results. Complete rates and charges survey data can be found on the Wisconsin Department of Transportation web site:
<http://wisconsin.gov/Pages/travel/air/airport-info/rates-charges.aspx>.

Questions regarding this survey and report should be directed to Wisconsin Department of Transportation's Bureau of Aeronautics, 608-266-3351.

Trends and Observations

While much of the reported rates and charges only vary slightly year to year, a few trends and observations were identified following this year's survey. First, both 100LL and Jet A fuel prices have continued to drop throughout the state. Since 2012, when the survey first recorded fuel prices, 100LL has dropped in price by a dollar and Jet A has dropped in price by \$1.50 per gallon. Figure 1 depicts the average fuel prices reported since 2012.

Second, though not nearly as dramatic a change as fuel prices, hangar rental rates are trending slightly upward. For example, the average monthly non-heated T-hangar rental rate increased from \$145 in 2015 to \$150 in 2016. Similarly, the median reported private hangar lease rate increased from \$0.08-\$0.10 in 2015 to \$0.11-\$0.13 in 2016.

Finally, the number of financially self-sustained airports increased again in 2016. Twenty-eight percent of survey respondents reported financial self-sustainability in 2016, up from 27% in 2015 and 23% in 2014.

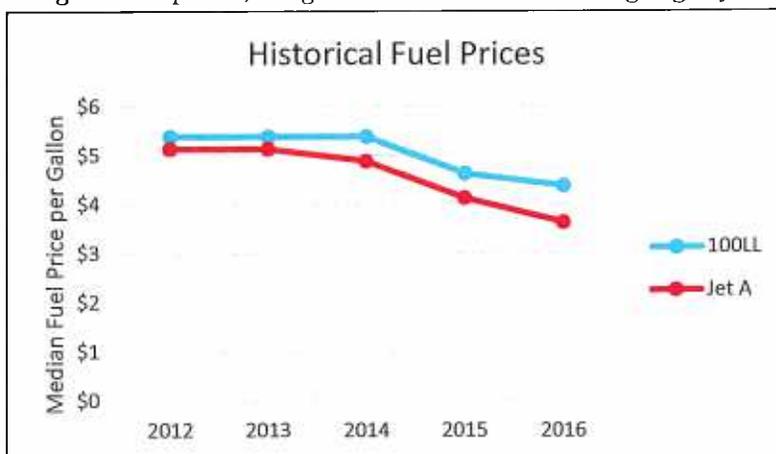


Figure 1

Fuel

100LL

In 2016, 82 airports reported that 100LL fuel was available for purchase at their airport. It was available at all commercial service and large GA airports, all but one medium GA airport, and at 14 of 27 responding small GA airports. Of the 82 airports reporting 100LL sales, 38 indicated that the 100LL fuel was sold by a Fixed Base Operator (FBO) and 40 indicated that the fuel was sold by the airport itself. One airport indicated that a third party sold 100LL fuel.

Fuel flowage fees were levied at 50 out of the 82 airports reporting 100LL sales. Fuel flowage fees ranged from less than \$0.05 to more than \$0.75 per gallon of 100LL sold. The majority of airports reported a fuel flowage fee of less than \$0.11 per gallon. Table 1 categorizes 100LL seller, fuel flowage fee and price data by airport classification.

Fuel prices on December 31, 2016 were also compiled as part of the survey and are depicted on Figure 2 (p.6). Price per gallon ranged from less than \$3.75 to more than \$5.50. The most common 100LL prices per gallon was between \$4.26 and \$4.50. The second most common price per gallon was \$3.76 - \$4.00.

In addition, Figure 3 (p.7) illustrates the quantity of 100LL sold at each airport. Over half of the responding airports reported less than 20,000 gallons in total sales.

100 LL Data in Relation to Airport Classification

Commercial Service	Seller of 100LL	Airport - 0	FBO - 8	Other - NA
	Fuel Flowage Fees	Yes - 8	No - 0	
	Modal Fuel Flowage Fee	\$0.06 - \$0.10		
	Modal 100 LL Price	\$4.76 - \$5.00		
Large General Aviation	Seller of 100LL	Airport - 2	FBO - 12	Other - NA
	Fuel Flowage Fees	Yes - 12	No - 2	
	Modal Fuel Flowage Fee	\$0.06 - \$0.10		
	Modal 100 LL Price	\$4.26 - \$4.50		
Medium General Aviation	Seller of 100LL	Airport - 27	FBO - 17	Other - 1
	Fuel Flowage Fees	Yes - 25	No - 20	
	Modal Fuel Flowage Fee	\$0.06 - \$0.10		
	Modal 100 LL Price	\$3.76 - \$4.00		
Small General Aviation	Seller of 100LL	Airport - 12	FBO - 1	Other - 1
	Fuel Flowage Fees	Yes - 5	No - 9	
	Modal Fuel Flowage Fee	None		
	Modal 100 LL Price	\$3.76 - \$4.00		

Table 1

Jet A

Jet A fuel sales were reported at 53 airports in 2016, one less than 2015. All commercial service airports and large GA airports reported Jet A sales. In addition, 30 of 47 medium GA airports and one small GA airport reported Jet A sales. A total of 34 airports indicated that an FBO was the Jet A seller, while 19 airports specified that the airport sold the Jet A.

Fuel flowage fees for Jet A were charged at 40 out of the 53 airports reporting Jet A sales. Fuel flowage fees for Jet A ranged from less than \$0.05 to more than \$1.00 per gallon. Table 2 categorizes Jet A seller, fuel flowage fee and price data by airport classification.

Fuel prices for Jet A on December 31, 2016 were also collected. Figure 4 (p.8) depicts these Jet A prices. Jet A prices ranged from less than \$2.50 to more than \$4.50 per gallon. The most common Jet A price per gallon was between \$3.51 - \$3.75, \$0.25 lower than in 2015. In addition, Figure 5 (p.9) illustrates the quantity of Jet A sold per airport.

Jet A Data in Relation to Airport Classification

Commercial Service	Seller of Jet A	Airport - 0	FBO - 8	Other - NA
	Fuel Flowage Fees	Yes - 8	No - 0	
	Modal Fuel Flowage Fee	\$0.06 - \$0.10		
	Modal Jet A Price	More than \$4.50		
Large General Aviation	Seller of Jet A	Airport - 2	FBO - 12	Other - NA
	Fuel Flowage Fees	Yes - 13	No - 1	
	Modal Fuel Flowage Fee	\$0.06 - \$0.10		
	Modal Jet A Price	\$4.26 - \$4.50		
Medium General Aviation	Seller of Jet A	Airport - 16	FBO - 14	Other - NA
	Fuel Flowage Fees	Yes - 18	No - 12	
	Modal Fuel Flowage Fee	\$0.06 - \$0.10		
	Modal Jet A Price	\$3.51 - \$3.75		
Small General Aviation	Seller of Jet A	Airport - 1	FBO - NA	Other - NA
	Fuel Flowage Fees	Yes - 1	No - 0	
	Modal Fuel Flowage Fee	\$0.26 - \$0.50		
	Modal Jet A Price	\$3.26 - \$3.50		

Table 2

MoGas

MoGas was also sold at 15 airports responding to the 2016 survey. MoGas sellers included one commercial service airport, two large GA airport, 10 medium GA airports and two small GA airports. The majority of airports reported fewer than 5,000 gallons in total sales.

Five airports indicated that fuel flowage fees were charged on MoGas purchases. The most common fuel flowage fee was less than \$0.05.

MoGas prices on December 31, 2016 ranged from \$3.00 to more than \$4.00 per gallon. Figure 6 (p.10) depicts these MoGas prices.

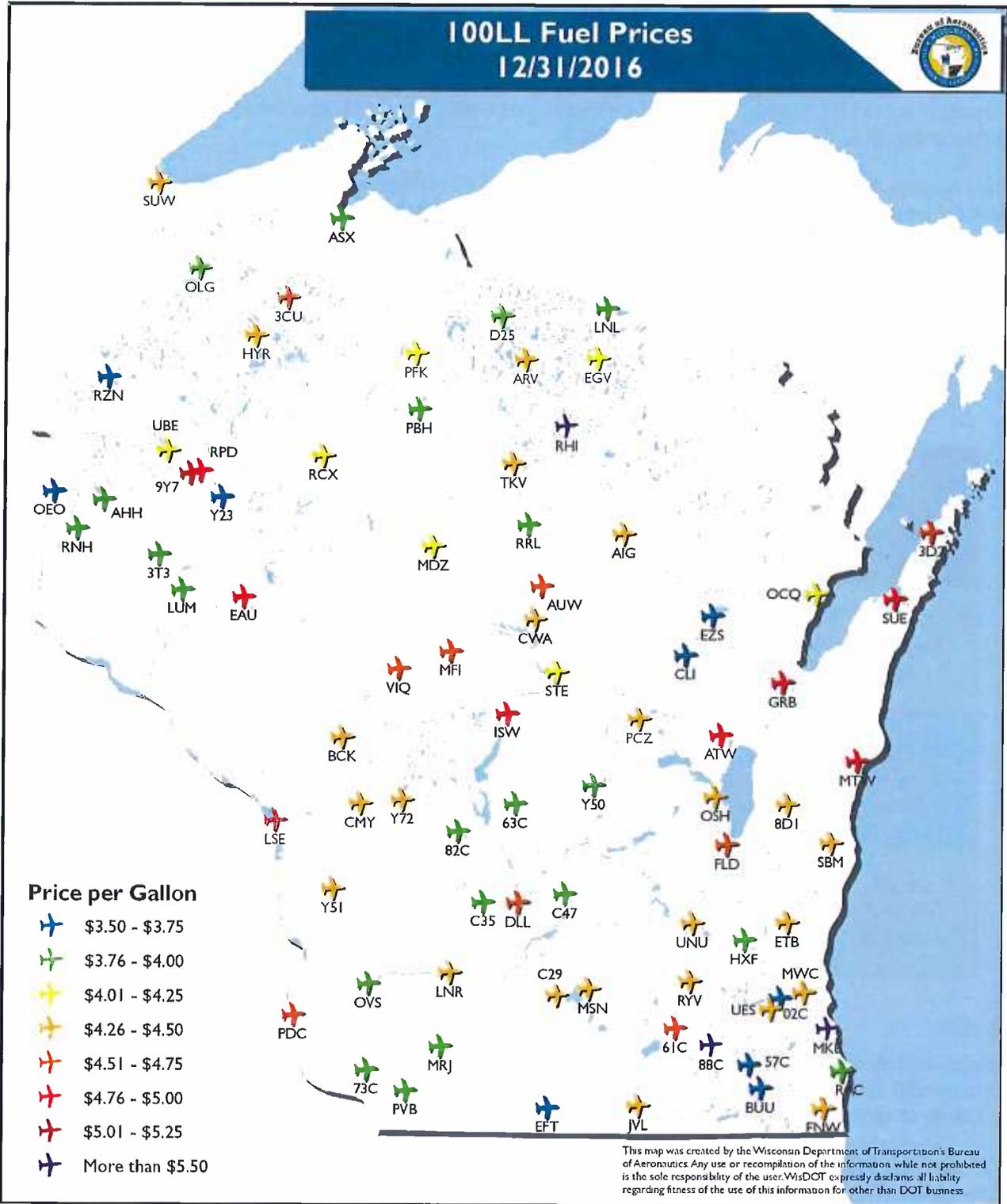


Figure 2

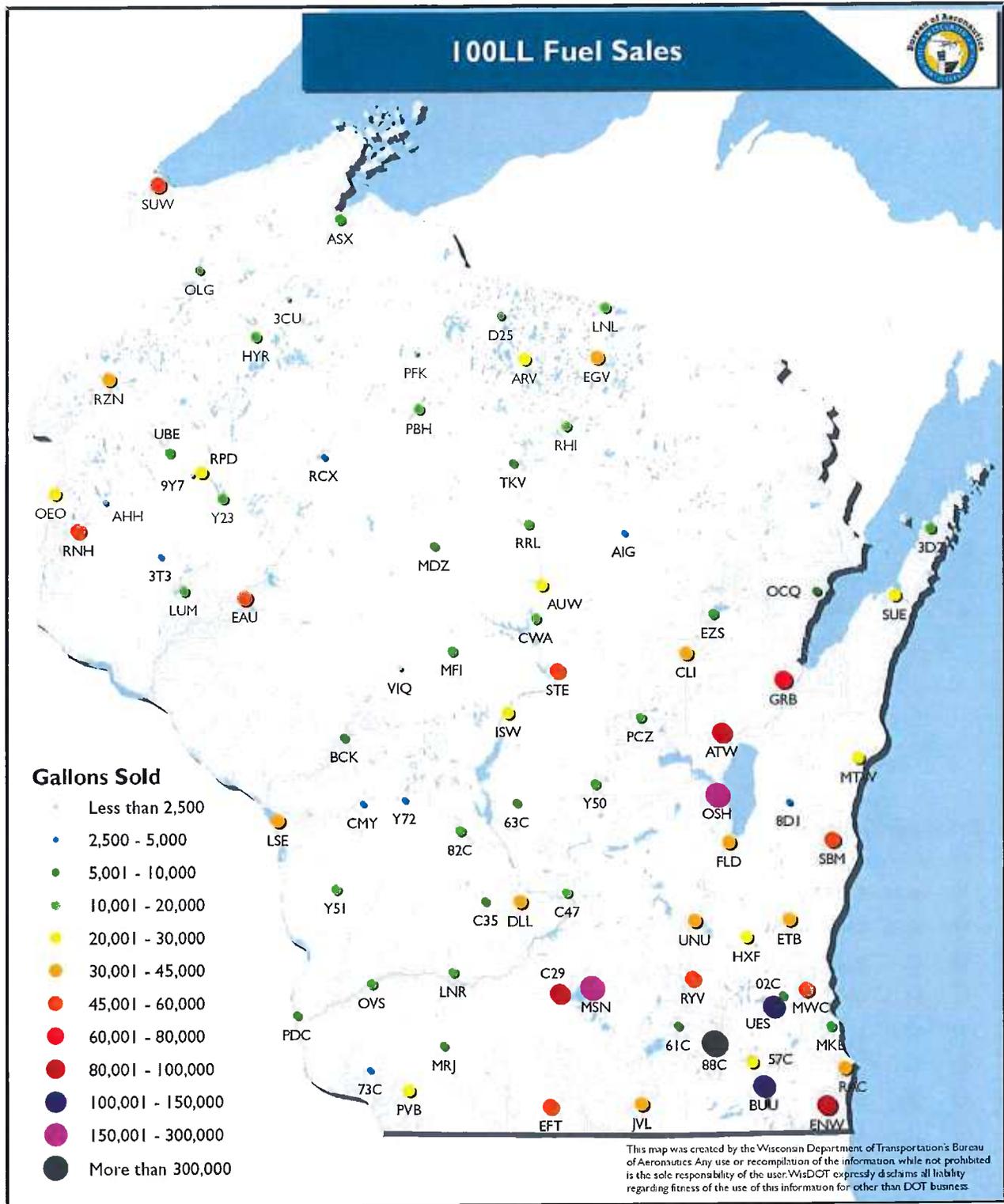


Figure 3

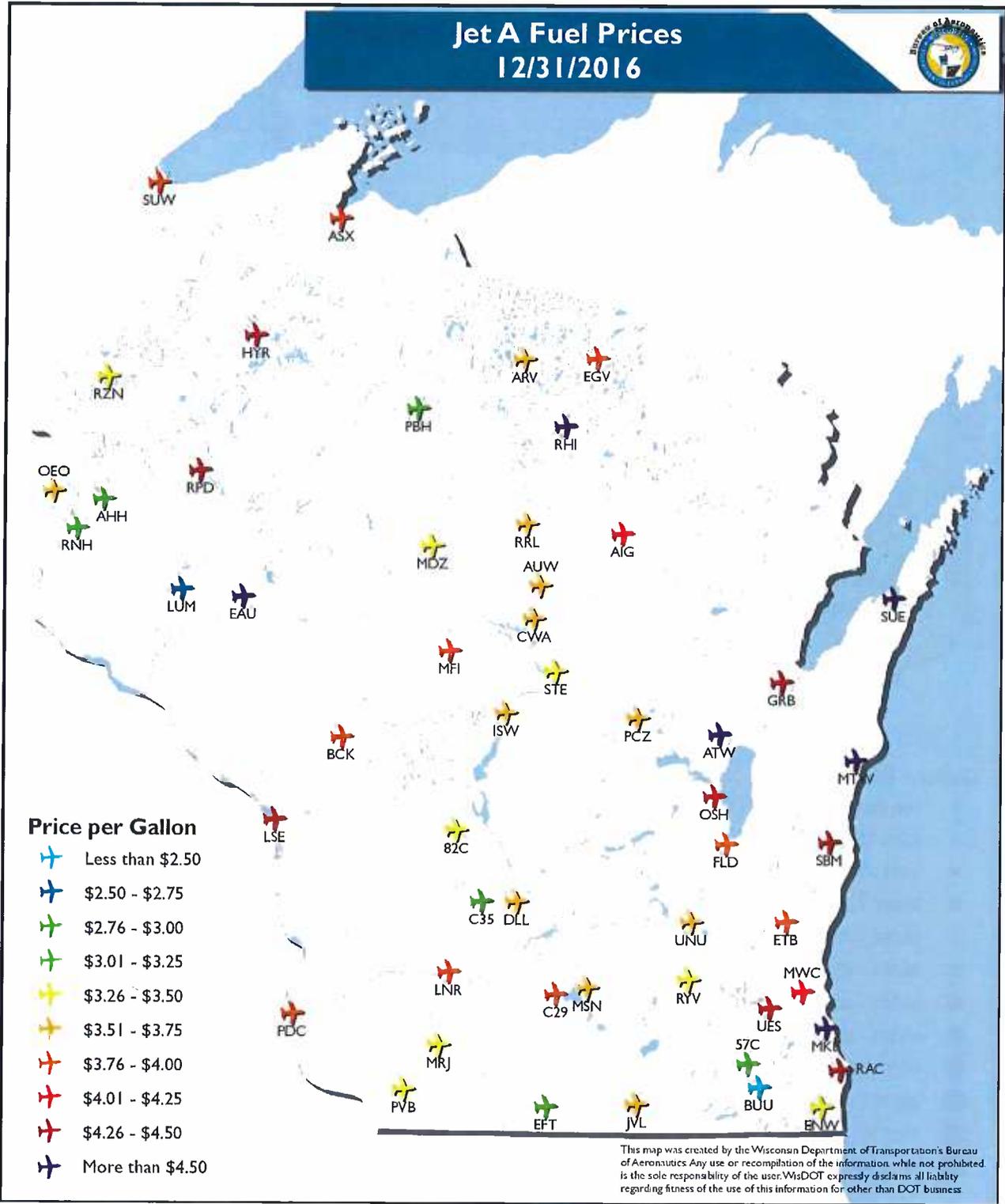


Figure 4

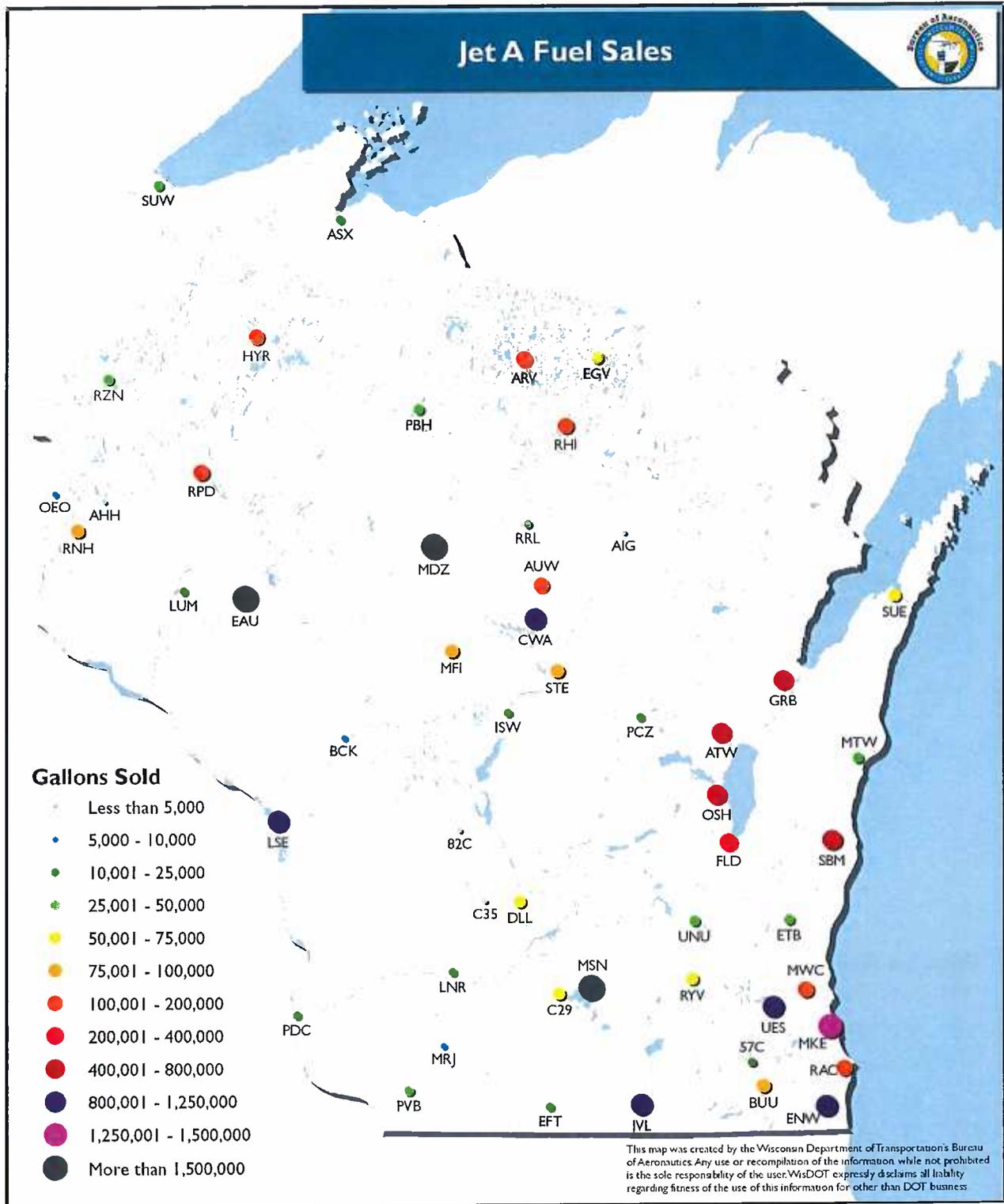


Figure 5

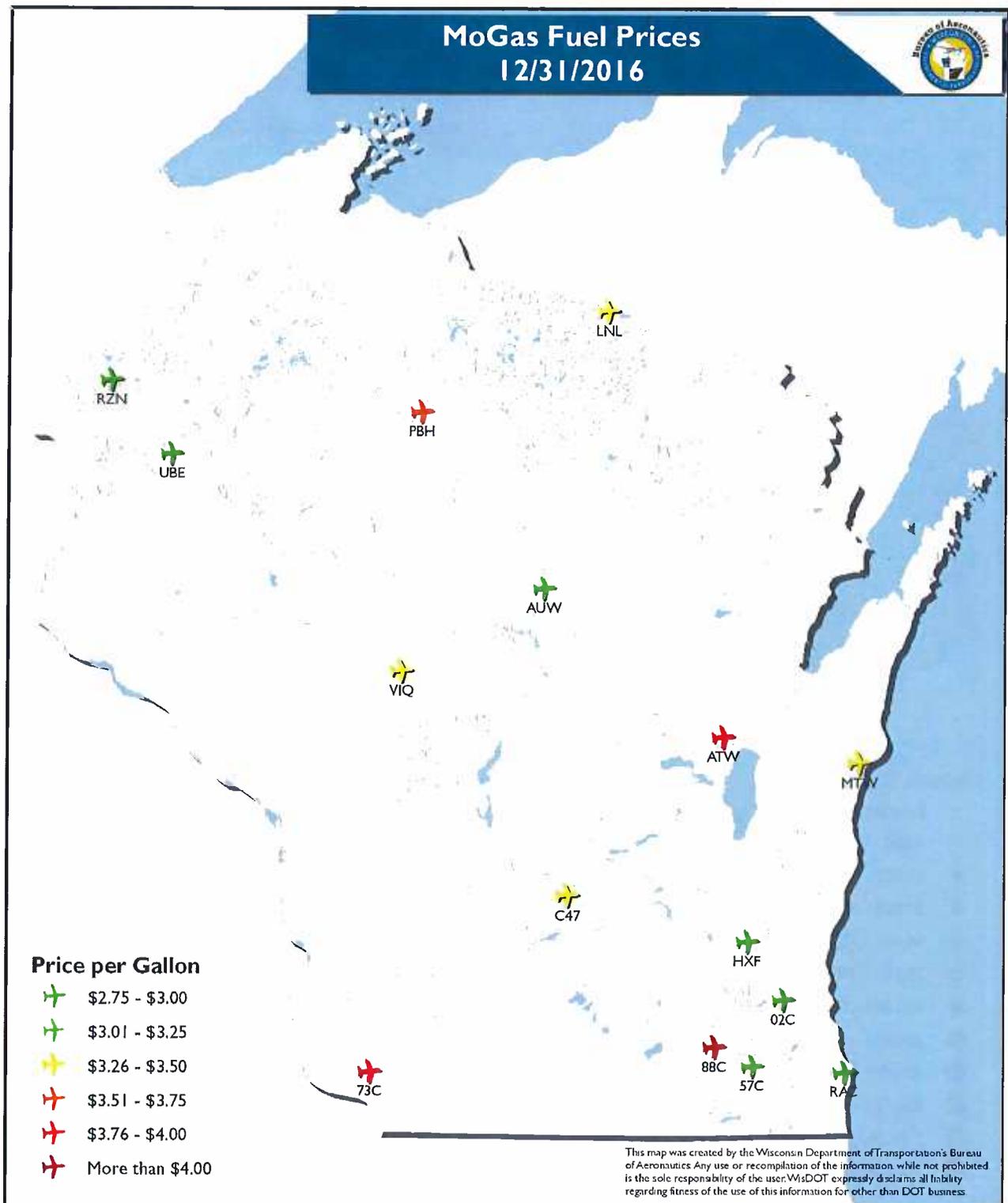


Figure 6

Landing Fees

Of the 97 airport respondents, 18 airports reported charging landing fees in 2016: all eight commercial service airports, five large GA airports and five medium GA airport. No small GA airports reported charging landing fees. Of the 18 airports reporting landing fees, one reported a landing fee for a Cessna 172; eleven airport reported landing fees for a Beechcraft King Air, twelve for a Cessna Citation II; and 13 reported landing fees for a Bombardier CRJ-200 airline aircraft. The landing fee for a 50,000-pound CRJ-200 ranged from \$2 to \$309.

Tie-down Fees

Tie-down or parking fees of some kind were reported at 36 airports in 2016. Of these airports, the tie-down fees were collected by the airport at 16 airports and FBO at 20 airports. In general, fewer airports had monthly tie down rates available than daily tie-down rates.

The survey asked for tie-down rates for three aircraft: a Cessna 172, Beechcraft King Air and a Cessna Citation II.

Cessna 172

Twenty-seven airports reported daily tie-down fees for a Cessna 172. Daily rates ranged from \$0.05 to \$31 and averaged approximately \$10. See Figure 7 on page 12.

Monthly tie-down rates were reported at 20 airports for a Cessna 172. Monthly rates ranged from \$15 to \$200 and averaged approximately \$56. See Figure 8 on page 13.

Beechcraft King Air

Twenty-nine airports reported daily tie-down fees for a Beechcraft King Air. Daily rates ranged from \$5.00 to \$120 and averaged approximately \$33.

Monthly tie-down rates were only reported at 16 airports for a Beechcraft King Air. Monthly rates ranged from \$20 to \$150 and averaged approximately \$72.

Cessna Citation II

Finally, 26 airports reported daily tie-down fees for a Cessna Citation II. Daily rates ranged from \$5.00 to \$200 and averaged approximately \$54.

Monthly tie-down rates were reported at 14 airports for a Cessna Citation II. Monthly rates ranged from \$20 to \$300 and averaged approximately \$91.

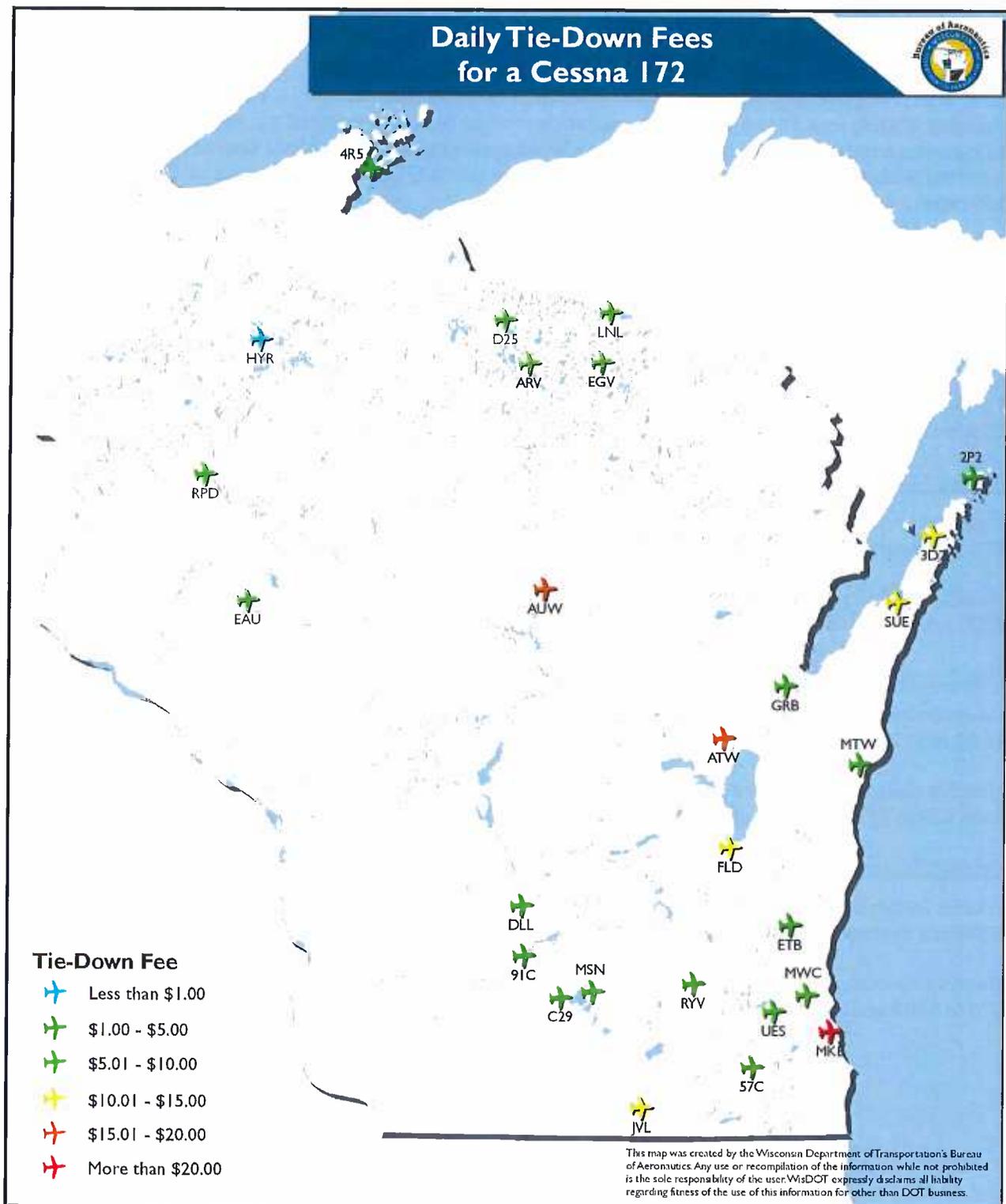


Figure 7

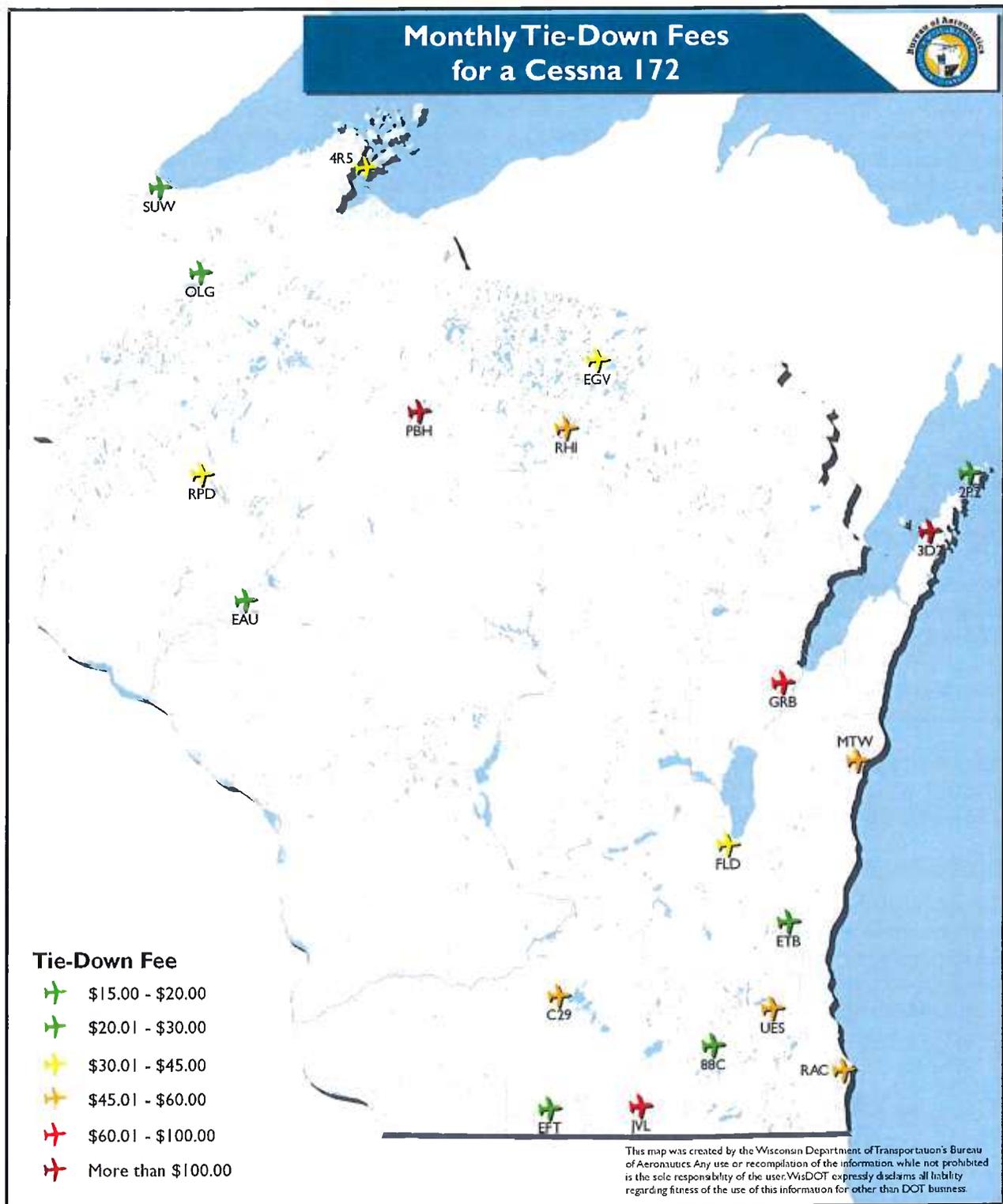


Figure 8

Hangar Rentals

T-Hangar Rentals

A total of 50 airports, more than half of the respondents, reported having T-hangars available to rent: six commercial service airports, 13 large GA airports, 23 medium GA airports, and eight small GA airports. Non-heated T-hangars were much more common than heated T-hangars. Thirty-five airports indicated that only non-heated T-hangars were available to rent while 13 airports indicated that both heated and non-heated T-hangars were available. Two airports reported having only heated T-hangars. Table 3 below summarizes T-hangar owners by type. The majority of rented T-hangars were non-heated and airport owned.

	Airport Owned	FBO Owned	Privately Owned	Multiple Owners	Total
Non-Heated	31	2	12	3	48
Heated	4	1	8	2	15

Table 3

Daily T-hangar rentals were uncommon among airports. Only six airports with non-heated T-hangars indicated they were available to rent at a daily rate. The daily rate for non-heated T-hangars varied from \$10 to \$30 per day for a Cessna 172; even fewer airports indicated that heated T-hangars were available to rent on a daily basis. Five airports reported daily heated T-hangar rates which ranged from \$20 to \$80 per day for a Cessna 172.

Monthly T-hangar rentals were available at 44 of 50 airports reporting T-hangar rentals. Non-heated T-hangars rates were available at 43 airports and varied greatly from \$40 to \$300 per month for a Cessna 172 with an average rate of approximately \$150. Figure 10 (p.16) depicts monthly rates for a Cessna 172 in a non-heated T-hangar. Monthly rates for heated T-hangars were available at 10 airports. Rates ranged from \$50 to \$400 per month for a Cessna 172 and averaged \$230. Figure 11 (p.17) depicts monthly rates for a Cessna 172 in a heated T-hangar.

Annual T-hangar rental rates were very rare. Only four airports reported annual rental rates for a non-heated T-hangar, while one airport reported an annual rental rate for a heated T-hangar. Annual rates for a Cessna 172 in a non-heated T-hangar ranged from \$1,320 to \$2,800.

Community Hangar Rentals

Community hangars were also common among airports. Forty-six airports reported the availability of rented community hangar space: all eight commercial service airports, 11 large GA airports, 22 medium GA airports and five small GA airports. Fourteen airports reported only having non-heated community hangar space available, 22 airports reported heated community hangar space only, and 11 airports reported both heated and non-heated community hangar space. Table 4 below summarizes community hangar owners by type.

	Airport Owned	FBO Owned	Privately Owned	Multiple Owners	Total
Non-Heated	11	6	5	3	25
Heated	3	21	2	6	32

Table 4

Daily rates for non-heated community hangar space were available at 14 airports and for a Cessna 172, ranged from \$10 to \$70 per day. Figure 12 (p.18) depicts daily, non-heated community hangar space rates for a Cessna 172 by airport.

Daily rates for heated community hangar space were available at 24 airports and ranged from \$20 to \$133 per day for a Cessna 172. The average rate was approximately \$65. Figure 13 (p.19) depicts daily heated community hangar space rates for a Cessna 172 by airport.

Monthly rates for non-heated community hangar space were available at 21 airports and ranged from \$30 to \$1,380 per month. The average monthly rental rate for non-heated community hangar space (excluding the \$1,380 rate) was approximately \$142. Figure 14 (p.20) depicts monthly non-heated community hangar space rates for a Cessna 172 by airport.

Monthly rates for heated community hangar space were available at 19 airports and ranged from \$164 to \$1,380 per month. The average monthly rental rate for heated community hangar space (excluding the \$1,380 rate) was approximately \$270. Figure 15 (p.21) depicts monthly heated community hangar space rates for a Cessna 172 by airport.

As with T-hangar rentals, annual rates for community hangar rental space were very rare. Only one airport reported annual rates for non-heated community hangar space while four airports reported annual rates for heated community hangar space.

Hangar Ground Leases

Ground leases were divided into three categories: private, corporate and commercial. For the purposes of this survey, each hangar category was defined as follows:

- Private Hangar – leased by an individual or group for private aeronautical use.
- Corporate Hangar – leased by a company for the purpose of conducting private air travel.
- Commercial Hangar – leased for the purpose of operating an aeronautical business.

Figure 9 below summarizes the types of hangars reported by airports in 2016. Private hangar ground leases were the most common method of aircraft storage type followed by rented T-hangars.

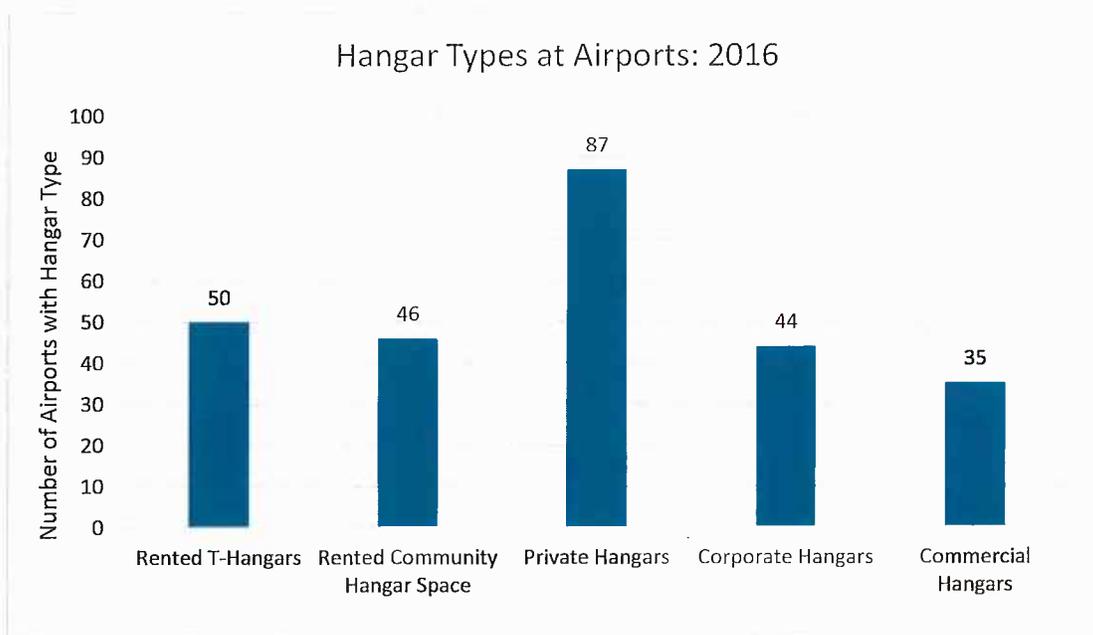


Figure 9

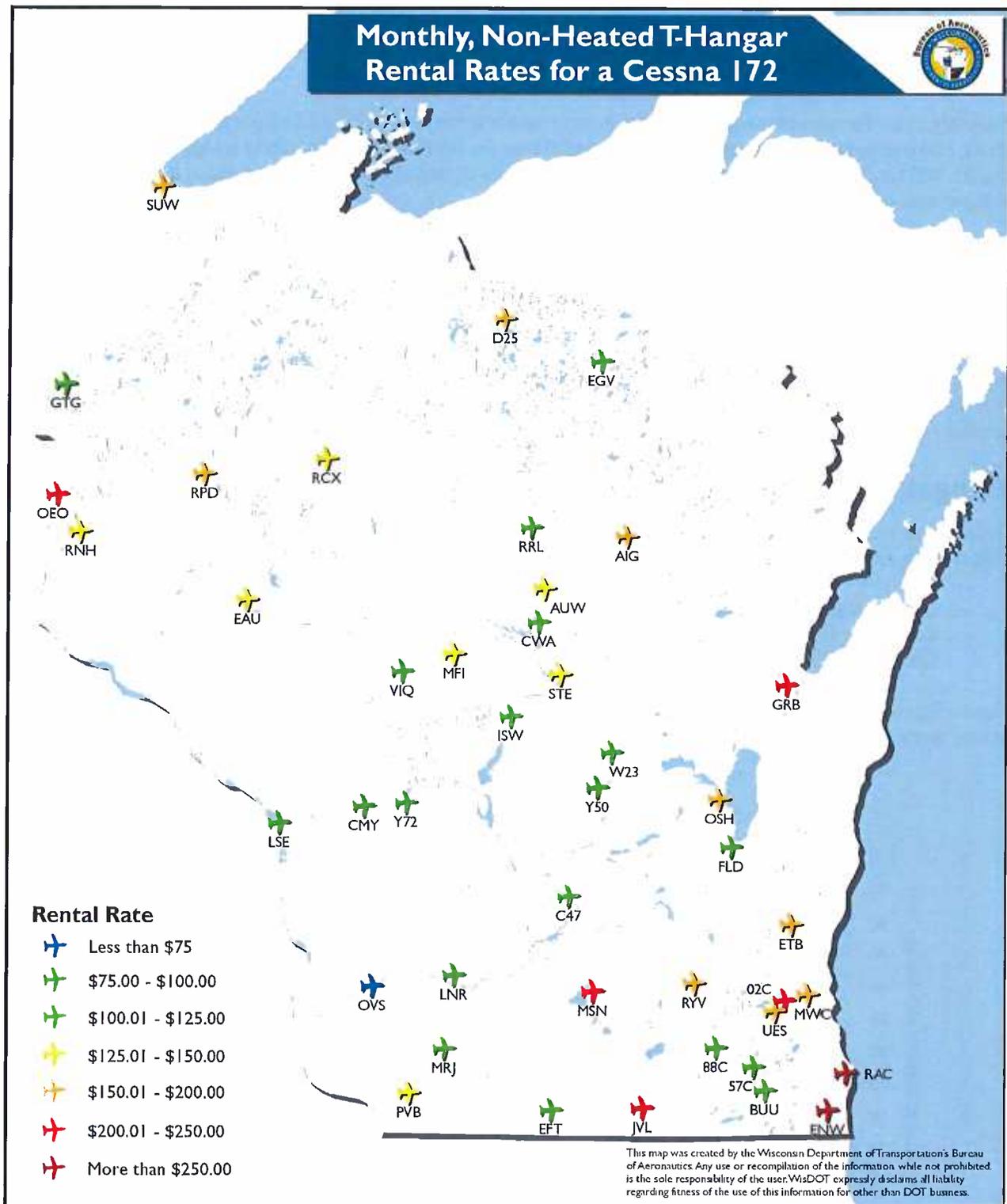


Figure 10

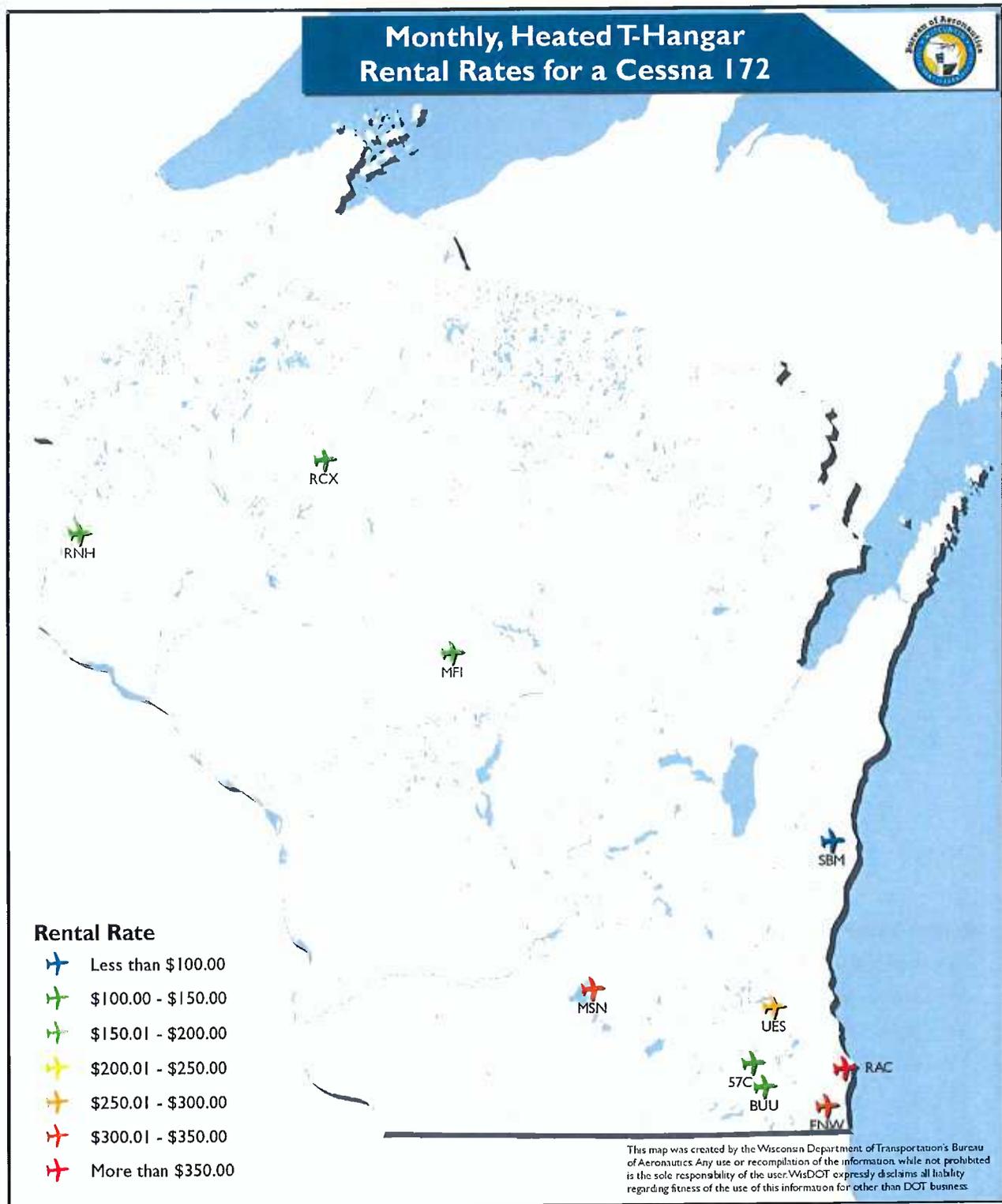


Figure 11

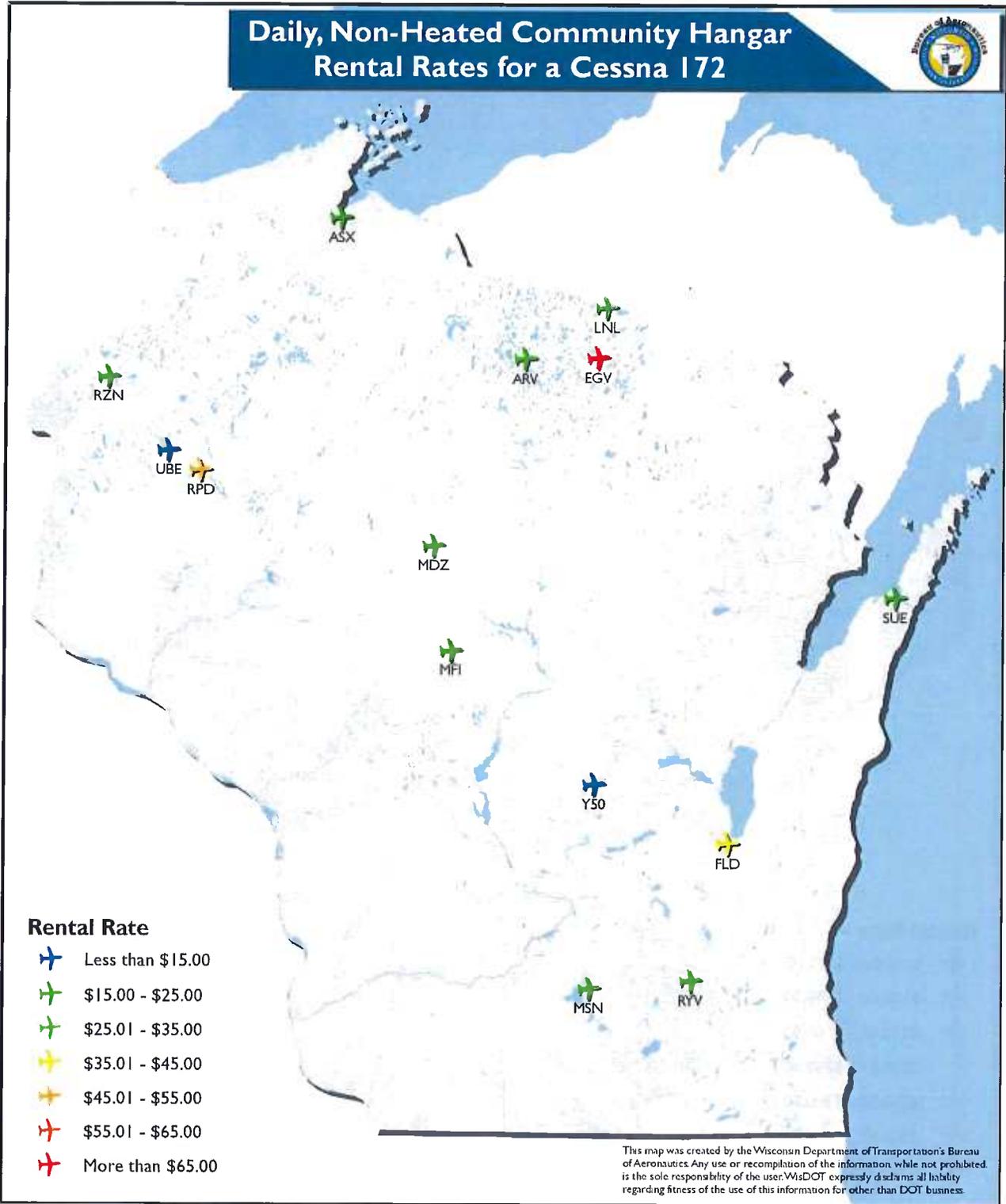


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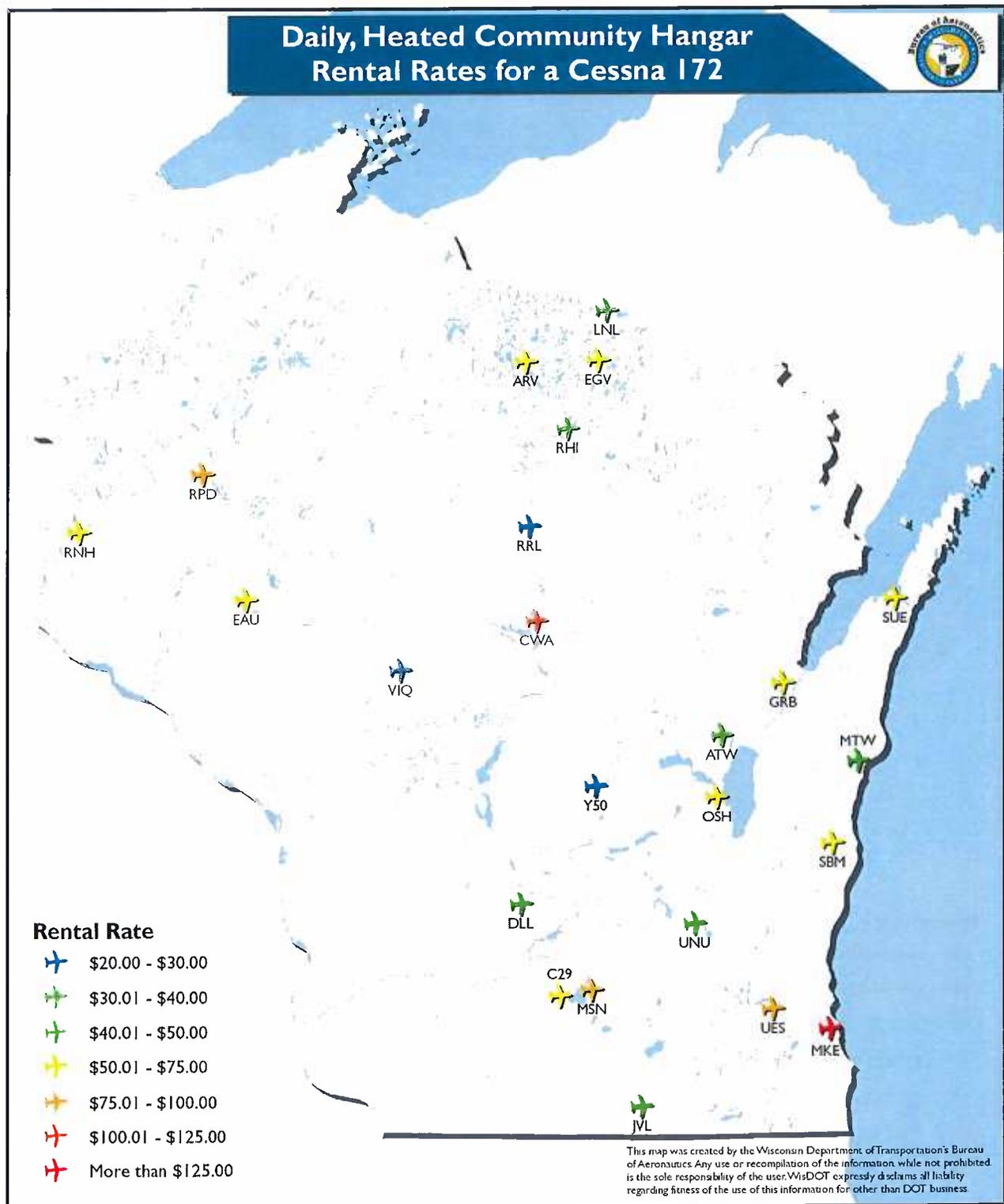


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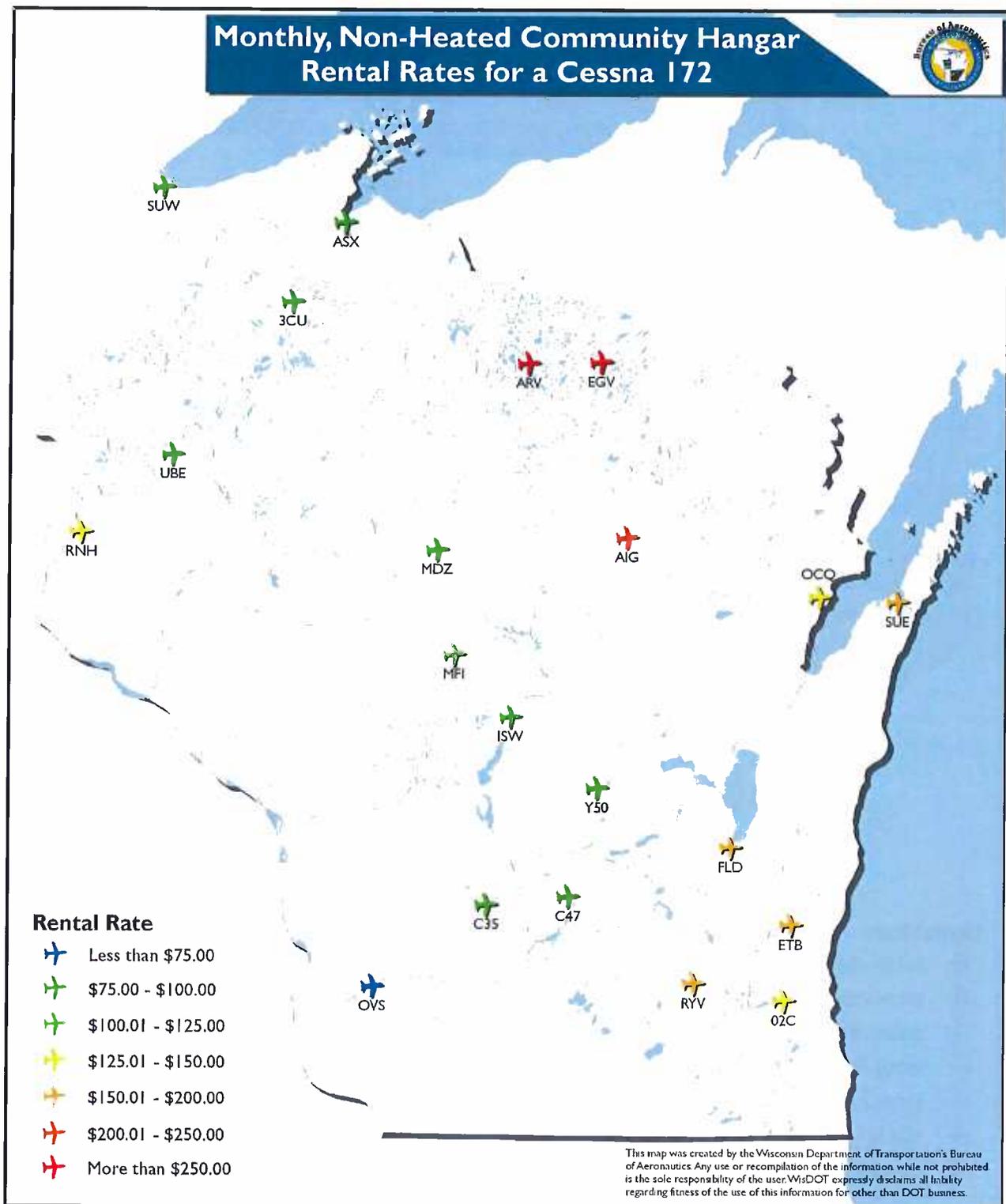


Figure 14

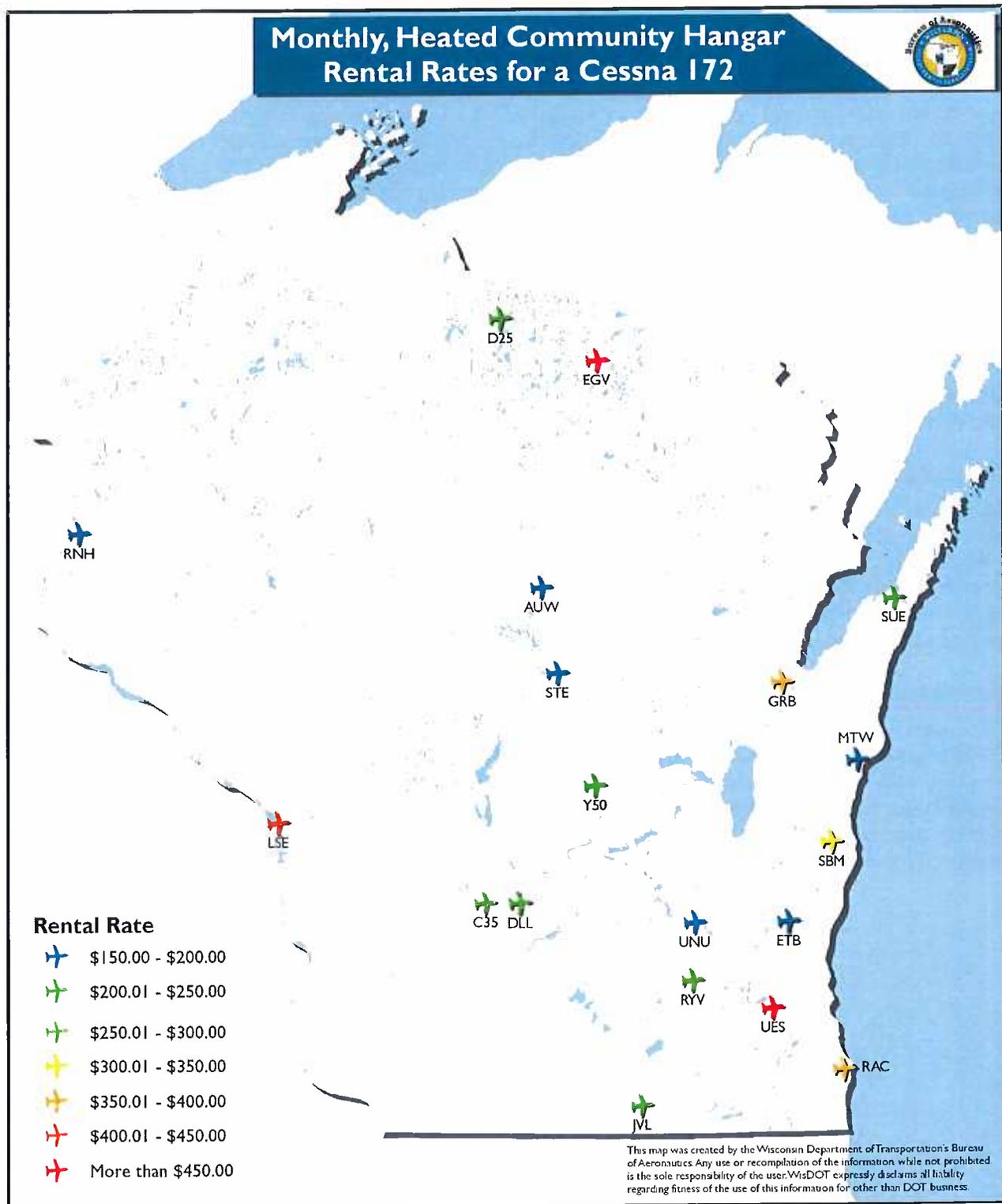


Figure 15

Private Hangars

A total of 87 out of 96 survey respondents reported private hangar ground leases in 2016. Included were seven out of eight commercial service airports, all 12 large GA airports, 44 out of 47 medium GA airports and 22 out of 27 small GA airports. Private hangar ground lease rates ranged from less than \$0.05 to more than \$0.50 per square foot; however, over half of the respondents reported a rate of less than \$0.14 per square foot and 24 percent of respondents reported a rate between \$0.08 and \$0.10 per square foot. Nine airports indicated that a flat rate was used for private hangar ground leases. Figure 16 (p.23) depicts private hangar ground lease rates by airport.

Total private hangar ground leases per airport ranged from one to 92 private hangars. The average reported was approximately 23 private hangars. Figure 17 (p.24) depicts total private hangar ground leases by airport.

Airport respondents were also asked to identify if additional lots could be immediately developed for private hangars. Seven airports indicated that no lots were available for immediate private hangar development. Figure 18 (p.25) depicts airports with available private hangar lots.

Corporate Hangars

Forty-four airports reported corporate hangar ground leases in 2016. Included were all eight commercial service airports, all 12 large GA airports, 21 medium GA airports and one small GA airport. Corporate hangar ground lease rates ranged from less than \$0.05 to more than \$0.50 per square foot. Like the private hangar, the most common lease rates were between \$0.08 and \$0.10 per square foot. Figure 19 (p.26) depicts corporate hangar ground lease rates by airport. Total corporate hangar ground leases per airport ranged from one to 25 corporate hangars, with an average of about four corporate hangars.

Commercial Hangars

Commercial hangar ground leases were the least common hangar type at responding airports. A total of 35 airports reported commercial hangar ground leases in 2016. Included were five commercial service airports, 10 large GA airports, 18 medium GA airports and two small GA airports. Commercial hangar ground lease rates ranged from less than \$0.05 to more than \$0.50 per square foot. Figure 20 (p.27) depicts commercial hangar ground lease rates by airport. Total commercial hangar ground leases per airport from one to 36. The majority of airports reported four or fewer commercial hangars.

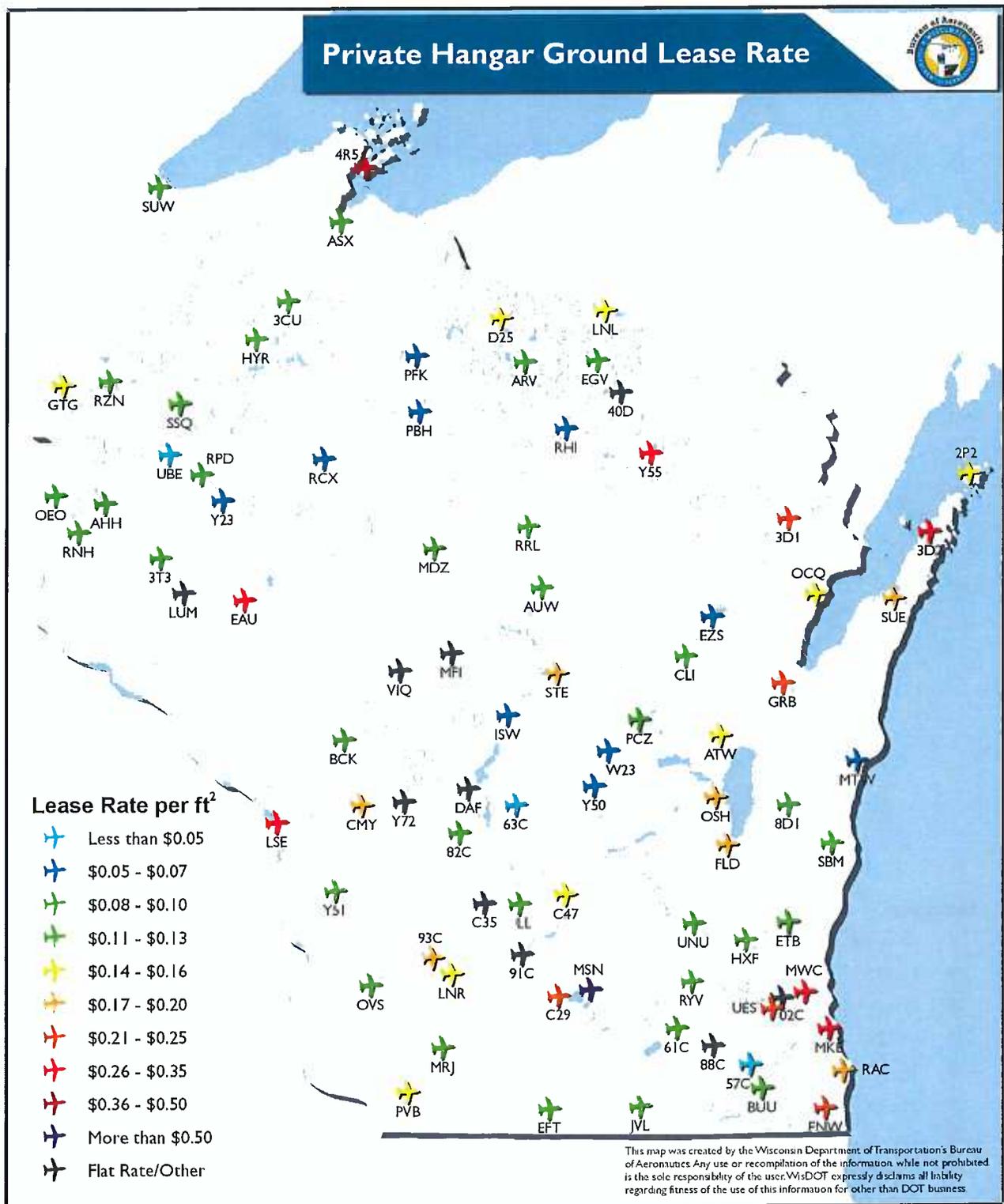


Figure 16

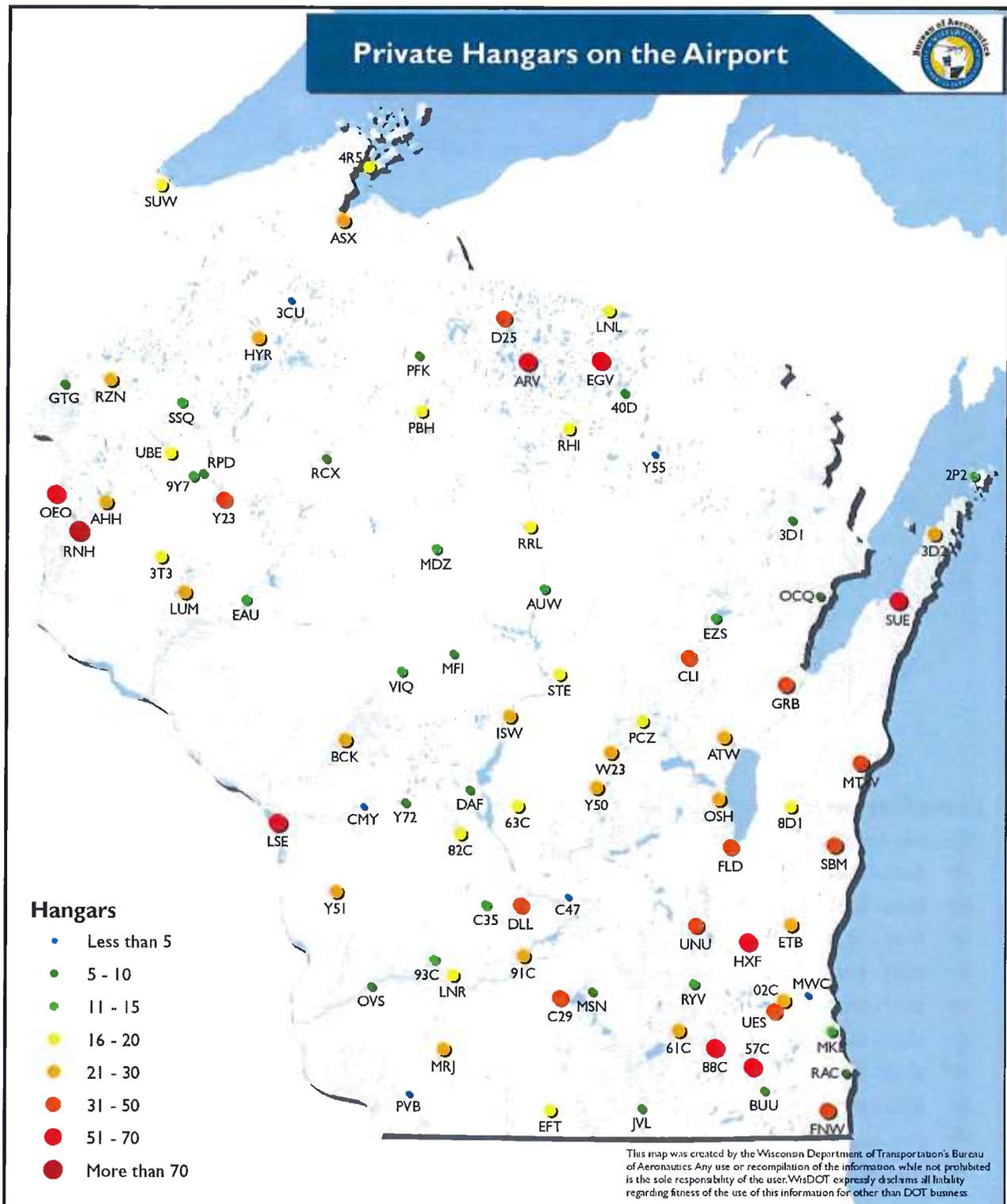


Figure 17

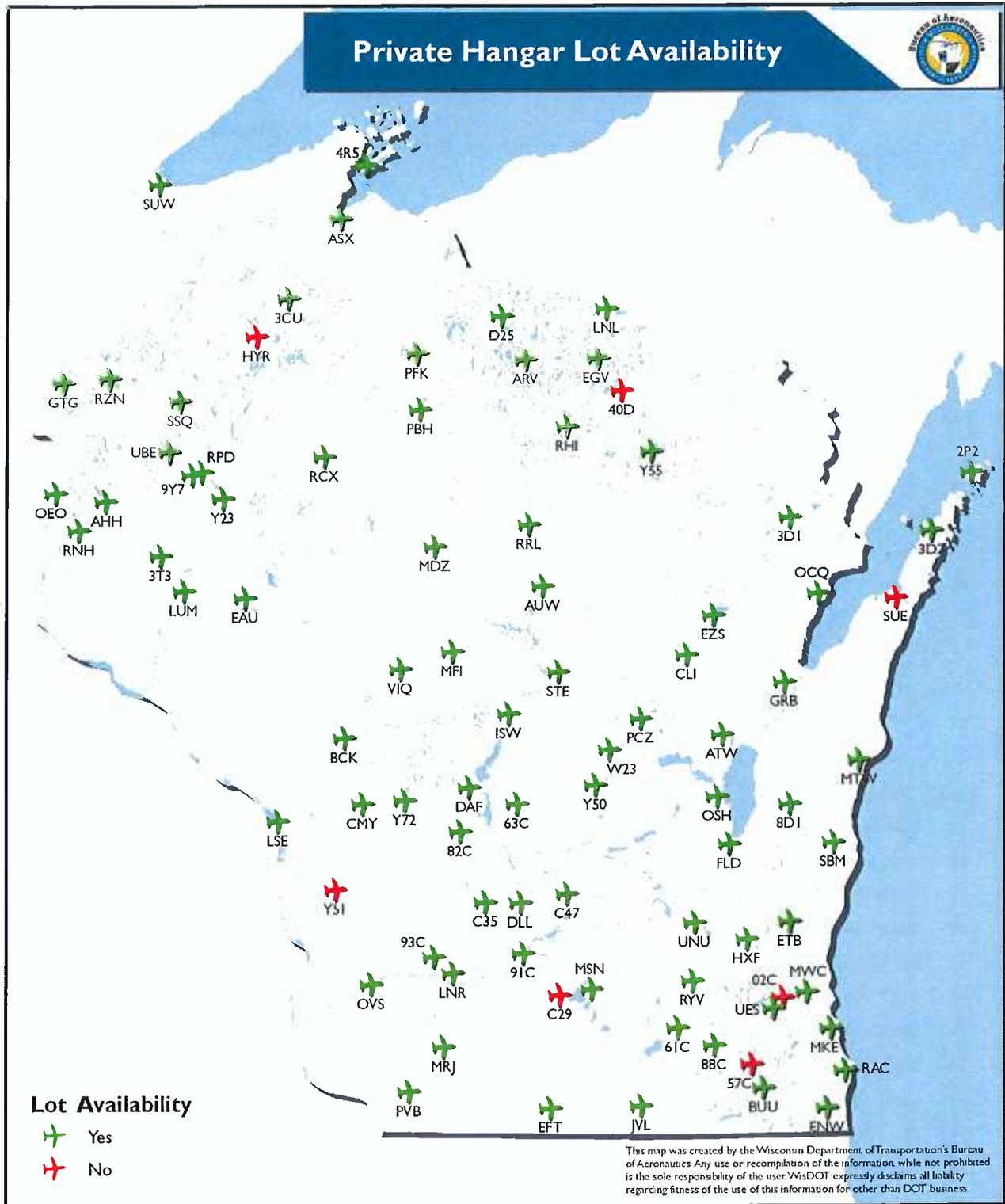


Figure 18

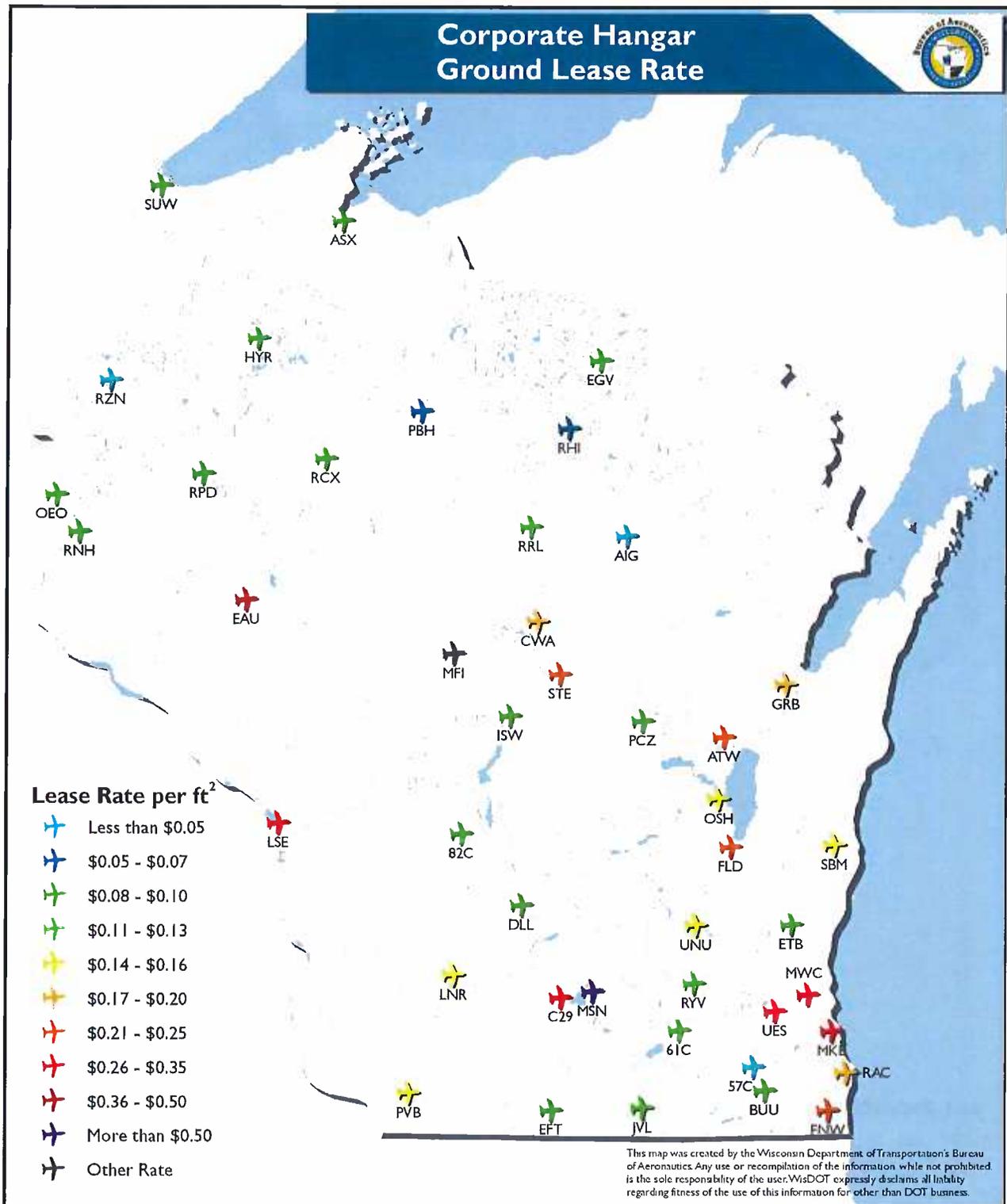


Figure 19

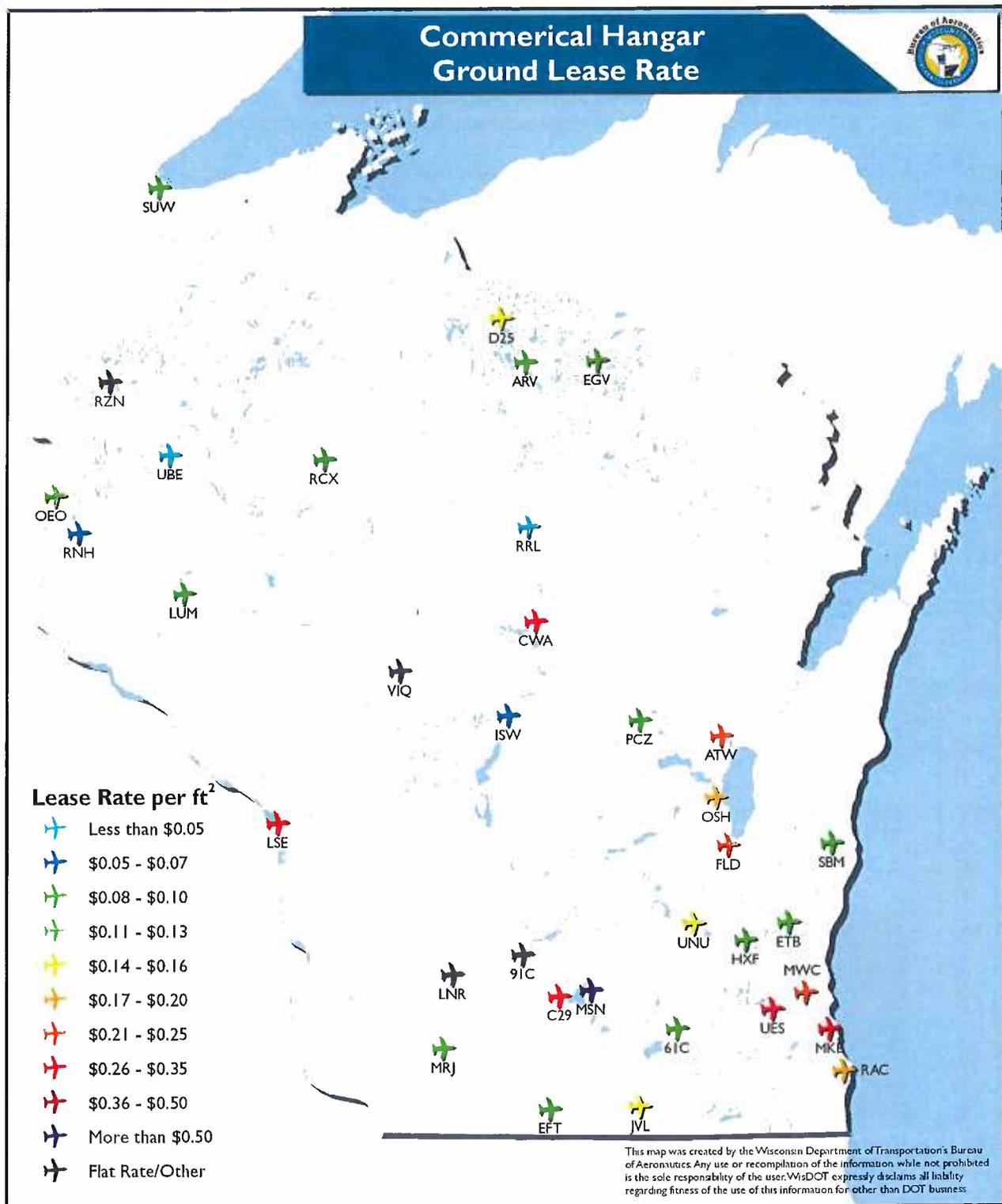


Figure 20

Commercial Aeronautical Tenants

Airports were asked to report the number of various commercial aeronautical tenants at their airport. Included were fixed-base operators (FBOs), aircraft maintenance providers, aircraft sales, Part 141 flight schools, flight instructors providing Part 61 flight instruction, and Part 135 charter operators.

Fifty-five airports reported at least one FBO on the airfield: all eight commercial service airports, all 12 large GA airports, 29 medium GA airports and four small GA airports. Of the 96 survey respondents, nine airports reported multiple FBO tenants.

Seventy-two aircraft maintenance providers were reported at 52 airports in 2016. Far less common, aircraft sales providers were reported at only 17 airports. Part 141 flight schools were also reported at 16 airports. Conversely, 49 airports reported that Part 61 flight instruction was available. Based Part 135 charter operators were reported at 15 airports. A variety of additional commercial aeronautical service providers were reported at 16 airports. Services provided ranged from aerial application, air ambulance, aircraft detailing, skydiving and more.

Figure 21 below depicts total airport tenants at commercial service and GA airports as reported in 2016. Figure 22 (p. 29) depicts airports Part 141 flights school while Figure 23 (p.30) depicts airports with Part 61 flight instruction available.

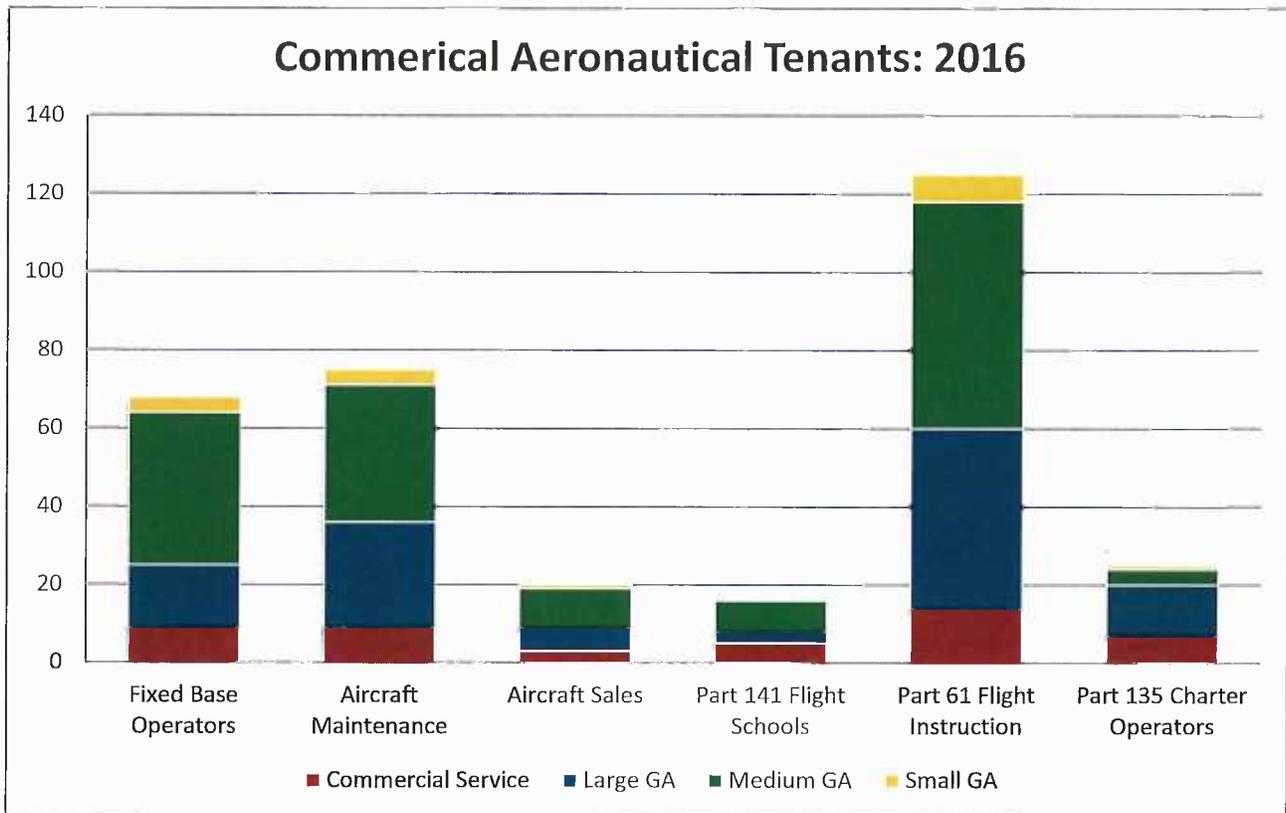


Figure 21

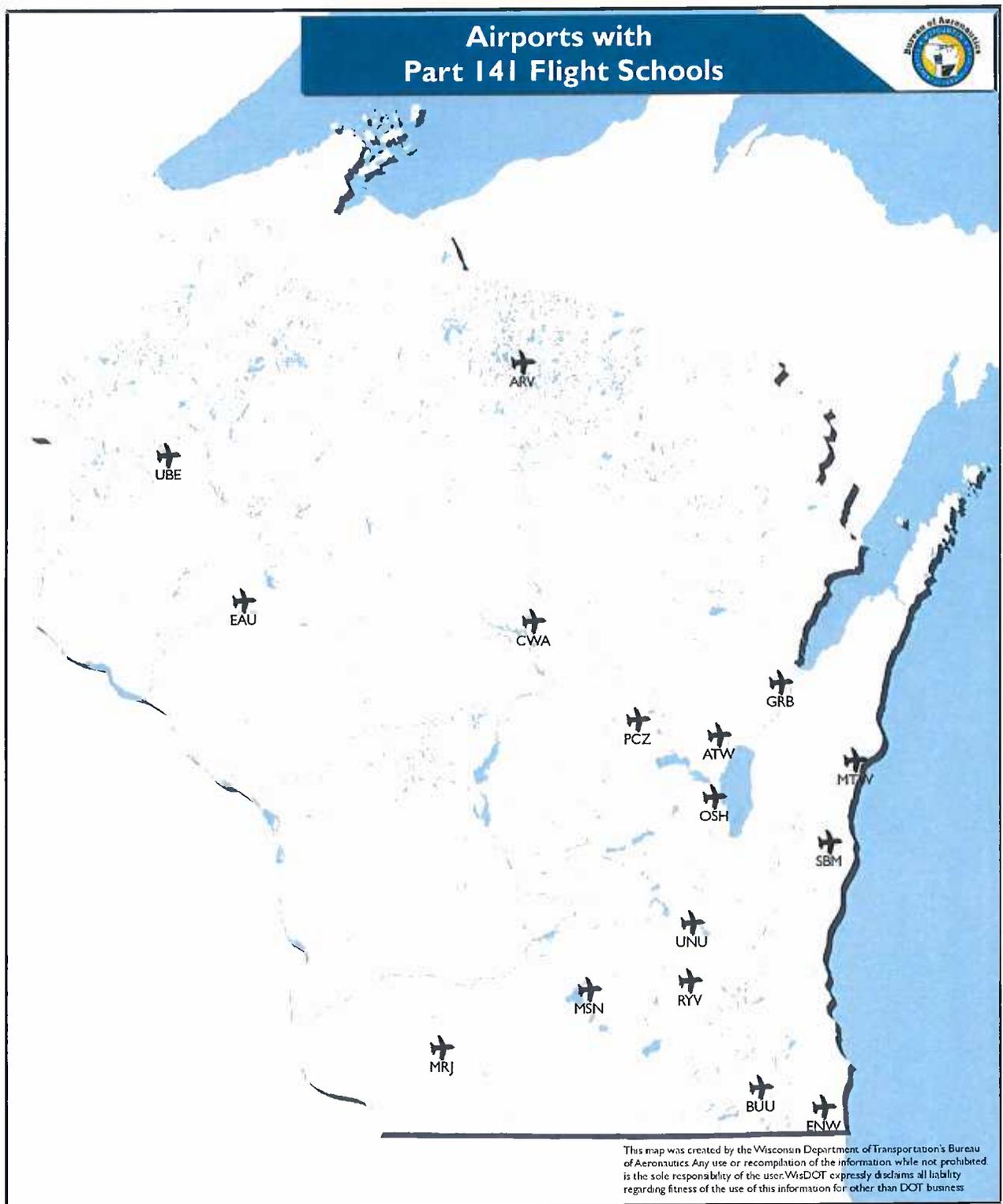


Figure 22

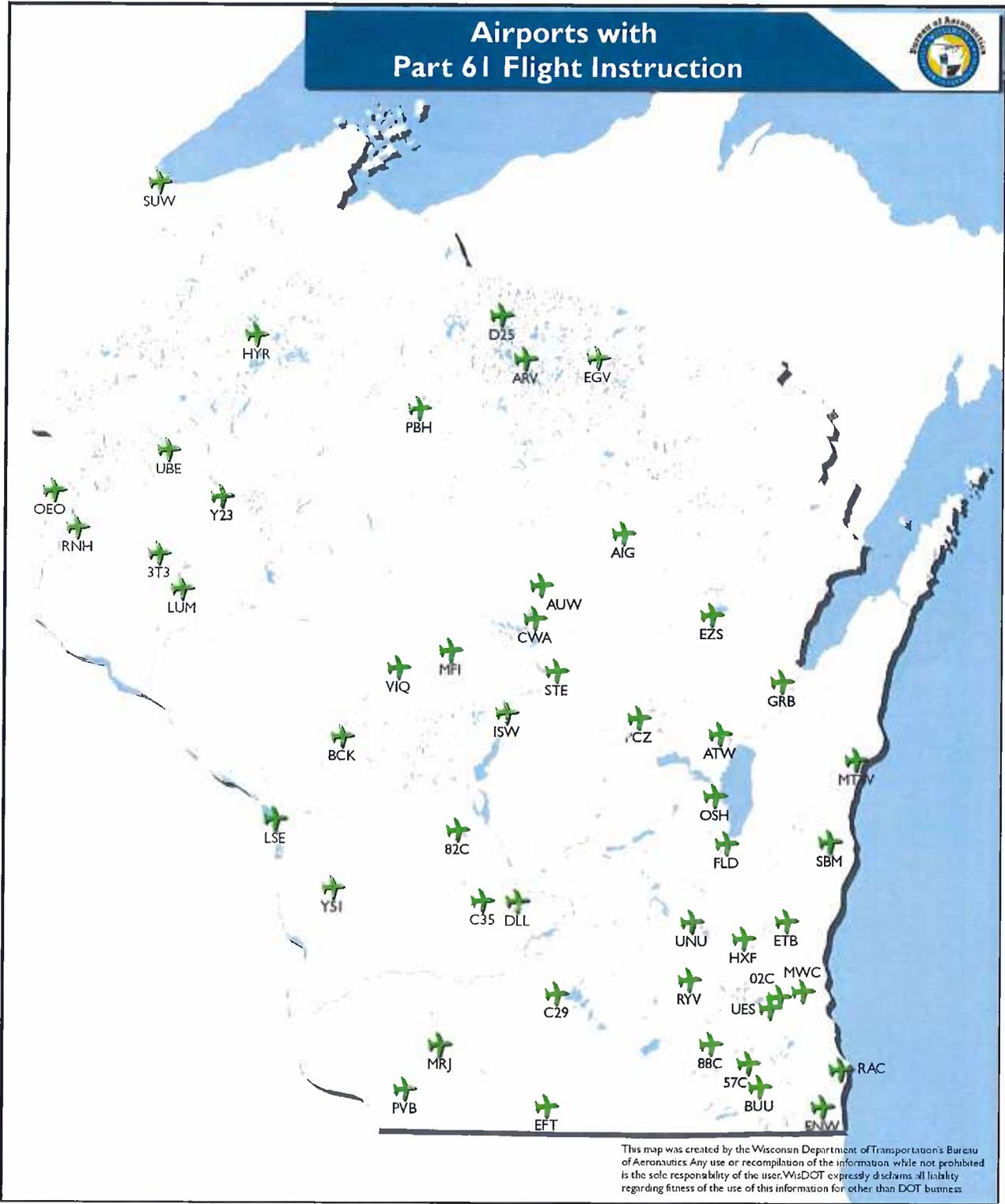


Figure 23

Agricultural Leases

In 2016, 49 airports reported agricultural leases: four commercial service airports, 9 large GA airports, 27 medium GA airports and nine small GA airports. Total airport property leased for agricultural purposes per airport ranged from less than 25 acres to more than 1,000 acres. Approximately half of the respondents reported 51-200 leased acres of farm land. Annual lease rates ranged from less than \$10 to more than \$250 per acre. The most common lease rate was \$100 - \$150 per acre followed close behind by \$75-\$100 per acre.

Twenty-seven airports reported that the agricultural leases were competitively bid. This practice is highly encouraged to ensure a current fair market value rate is maintained. In addition, airports which reported competitively bidding agricultural leases also reported considerably higher lease rates when compared to airports which did not competitively bid the agricultural leases. Agricultural leases were reportedly bid as often as every year up to every 10 years.

Figure 24 (p.32) depicts agricultural ground lease rates by airport.

As always, consult with BOA in regard to location, types of crops and other important considerations before pursuing a new agricultural lease.

Financial Self-Sustainability

Airports which accept federal funding are obligated to maintain a fee and rental structure that makes the airport as self-sustaining as possible under existing circumstances. Factors such as airport size, activity levels, traffic mix and airline service obviously play an important role in an airport's ability to collect revenue and, at times, cut costs. While self-sustainability is a universal goal, 72% of Wisconsin airports required local-subsidies in 2016. Six of the eight commercial service airports reported self-sustainability as well as 21 of 88 GA airports.

Annual subsidies for both commercial service airports were reported in the range of \$250,000 - \$500,000.

At large GA airports, annual subsidies ranged from less than \$50,000 to more than \$500,000. The most common annual subsidy was between \$150,000 and \$250,000.

At medium GA airports, annual subsidies ranged from less than \$2,000 to more than \$150,000. Over half of the respondent reported annual subsidies between \$25,000 and \$100,000.

At small GA airports, annual subsidies ranged from less than \$2,000 to more than \$75,000.

For additional analysis, please visit the BOA website to view the raw survey data.

<http://wisconsin.gov/Pages/travel/air/airport-info/rates-charges.aspx>.

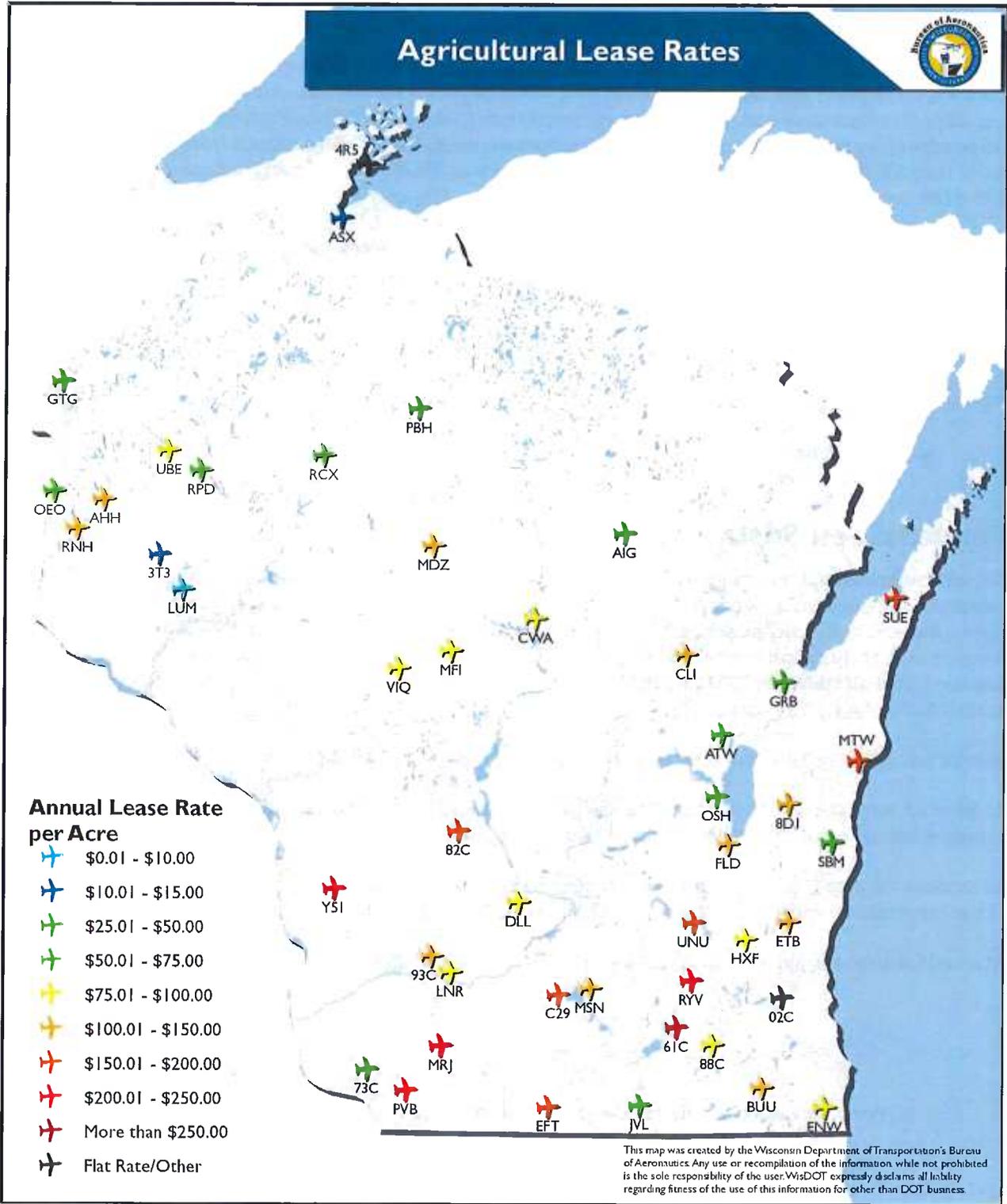


Figure 24

List of Responding Airports

Airport Facility Name	LOFID	State Airport System Plan Classification:
Adams County Legion Field	63C	Medium General Aviation
Alexander Field- South Wood County Airport	ISW	Medium General Aviation
Amery Municipal Airport	AHH	Medium General Aviation
Appleton International Airport	ATW	Commercial Service
Baraboo-Dells Municipal Airport	DLL	Medium General Aviation
Barron Municipal Airport	9Y7	Small General Aviation
Batten International Airport	RAC	Large General Aviation
Black River Falls Area Airport	BCK	Medium General Aviation
Blackhawk Airfield	87Y	Small General Aviation
Bloyer Field	Y72	Small General Aviation
Boscobel Municipal Airport	OVS	Medium General Aviation
Boulder Junction Municipal Airport	BDJ	Small General Aviation
Boyceville Municipal Airport	3T3	Small General Aviation
Burlington Municipal Airport	BUU	Medium General Aviation
Burnett County Airport	RZN	Medium General Aviation
Cable Union Airport	3CU	Small General Aviation
Capitol Drive Airport	02C	Medium General Aviation
Central Wisconsin Airport	CWA	Commercial Service
Chetek Southworth Municipal Airport	Y23	Medium General Aviation
Chippewa Valley Regional Airport	EAU	Commercial Service
Clintonville Municipal Airport	CLI	Medium General Aviation
Crandon Steve Conway Municipal Airport	Y55	Small General Aviation
Crivitz Municipal Airport	3D1	Small General Aviation
Cumberland Municipal Airport	UBE	Medium General Aviation
Dane County Regional Airport	MSN	Commercial Service
Dodge County Airport	UNU	Medium General Aviation
Door County Cherryland	SUE	Medium General Aviation
Eagle River Union Airport	EGV	Medium General Aviation
East Troy Municipal Airport	57C	Large General Aviation
Ephraim Gibraltar Airport	3D2	Small General Aviation
Fond du Lac County Airport	FLD	Large General Aviation
Fort Atkinson Municipal Airport	61C	Medium General Aviation
General Mitchell International Airport	MKE	Commercial Service
Grantsburg Municipal Airport	GTG	Small General Aviation
Green Bay-Austin Straubel International Airport	GRB	Commercial Service
Hartford Municipal Airport	HXF	Medium General Aviation
Iowa County Airport	MRJ	Medium General Aviation
John F. Kennedy Memorial Airport	ASX	Medium General Aviation
Kenosha Regional Airport	ENW	Large General Aviation
King's Land O'Lakes Airport	LNL	Medium General Aviation
L.O. Simenstad Municipal Airport	OEO	Medium General Aviation
La Crosse Regional Airport	LSE	Commercial Service
Lakeland Noble F. Lee Memorial Airport	ARV	Medium General Aviation
Lancaster Municipal Airport	73C	Small General Aviation
Langlade County Airport	AIG	Medium General Aviation
Lawrence J. Timmerman Field	MWC	Large General Aviation
Major Gilbert Field	4R5	Small General Aviation
Manitowish Waters Airport	D25	Small General Aviation

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Manitowoc County Airport	MTW	Medium General Aviation
Marshfield Municipal Airport, Roy Shwery Field	MFI	Medium General Aviation
Mauston-New Lisbon Union Airport	82C	Small General Aviation
Menomonie Municipal Airport	LUM	Medium General Aviation
Merrill Municipal Airport	RRL	Medium General Aviation
Middleton Municipal Airport, Morey Field	C29	Large General Aviation
Monroe Municipal Airport	EFT	Medium General Aviation
Necedah Airport	DAF	Small General Aviation
Neillsville Municipal Airport	VIQ	Small General Aviation
New Holstein Municipal Airport	8D1	Small General Aviation
New Richmond Regional Airport	RNH	Large General Aviation
Oconto/J. Douglas Bake Memorial Airport	OCQ	Medium General Aviation
Palmyra Municipal Airport	88C	Medium General Aviation
Park Falls Municipal Airport	PFK	Small General Aviation
Platteville Municipal Airport	PVB	Medium General Aviation
Portage Municipal Airport	C47	Medium General Aviation
Prairie du Chien Municipal Airport	PDC	Medium General Aviation
Prentice Airport	5N2	Small General Aviation
Price County Airport	PBH	Medium General Aviation
Reedsburg Municipal Airport	C35	Medium General Aviation
Rhineland/Oneida County Airport	RHI	Commercial Service
Rice Lake Regional Airport	RPD	Large General Aviation
Richard I Bong Airport	SUW	Medium General Aviation
Richland Airport	93C	Small General Aviation
Rusk County Airport	RCX	Medium General Aviation
Sauk Prairie Airport	91C	Medium General Aviation
Sawyer County Airport	HYR	Large General Aviation
Shawano Municipal Airport	EZS	Medium General Aviation
Sheboygan County Memorial Airport	SBM	Large General Aviation
Shell Lake Municipal Airport	SSQ	Small General Aviation
Solon Springs Municipal Airport	OLG	Small General Aviation
Southern Wisconsin Regional Airport	JVL	Large General Aviation
Sparta/ Fort McCoy Airport	CMY	Medium General Aviation
Stevens Point Municipal Airport	STE	Large General Aviation
Taylor County Airport	MDZ	Large General Aviation
Three Lakes Municipal Airport	40D	Small General Aviation
Tomahawk Regional Airport	TKV	Medium General Aviation
Tri-County Regional Airport	LNR	Medium General Aviation
Viroqua Municipal Airport	Y51	Medium General Aviation
Washington Island Airport	2P2	Small General Aviation
Watertown Municipal Airport	RYV	Medium General Aviation
Waukesha County Airport	UES	Large General Aviation
Waupaca Municipal Airport	PCZ	Medium General Aviation
Wausau Downtown Airport	AUW	Medium General Aviation
Wautoma Municipal Airport	Y50	Small General Aviation
West Bend Municipal Airport	ETB	Large General Aviation
Wild Rose Idlewild Airport	W23	Small General Aviation
Wittman Regional Airport	OSH	Large General Aviation

10b

Baraboo-Dells Airport

Schedule of Fees Charged by Owner

January 1, 2014

Fuel Sales, Fuel Flow Fee per Gallon \$.06814

Hangar Keeper Operation 5% of gross rent

Height Variance Application \$250 per application

Land Lease – Affects all new leases signed between the following dates:
 January 1, 2014 through December 31, 2014 .11 per sq. ft./year
 (Thereafter, a 5 year CPI adjustment based on formula identified in the lease contract.)

Land Lease Modifications – Includes revisions, transfers and assignments:
\$50 per application

Landing Fees – Affects commercial aircraft only.

Aircraft Type/Gross Weight	Rate Per Landing
Minimum Fee (5000 lbs. and under)	\$7.00
Additional Fee (each 1000 lbs. over 5000)	\$1.30

Sight Seeing Tours (per tour) \$1

Lease Application \$0 if standard, \$100 for modifications

Lot Survey Actual Cost

Mechanic, On Site
 Services Available in Hangar 839.

Parking – Autos, 24 hours No Charge

Pedestal, Electrical Actual Cost Split Between Lots Served

Well Connection Private Wells only

New Business Operations

All FBO businesses are allowed only by separate contract. All Operators shall abide by Owner's posted fee schedule. In addition, fees and development issues for the specific FBO must be negotiated as part of the contract. See Rules and Regulations for further details.

Visiting FBO's or Service Providers

All visitors must register in the Terminal Building when providing service on the airport for any purpose.