

Notice of Meeting for The Baraboo-Wisconsin Dells Regional Airport Commission

Date and Time: **Thursday, January 27, 2022 at 10:00AM**
Location: Baraboo City Hall, Room 205, 101 South Blvd., Baraboo, WI
Commissioners Noticed: Rob Nelson and Tom Diehl
Others Noticed: Casey Bradley, Kay Mackesey, Village of Lake Delton, Media, Bill Murphy, Joe Canepa, John Webb, Richard Cross, Bureau of Aeronautics (Joshua Holbrook), Kathleen Thurow

This meeting is open to the public. With the health concerns regarding COVID-19, the City requires anyone appearing in person to wear a mask and practice social distancing.

- 1. CALL MEETING TO ORDER**
 - A. Roll Call of Membership
 - B. Note Compliance with the Open Meeting Law
 - C. Approval of minutes from December 16, 2021
 - D. Approval of the agenda

 - 2. APPEARANCES/PRESENTATIONS -None**

 - 3. PUBLIC COMMENT**

 - 4. ACTION ITEMS**
 - A. Bill Murphy's Maintenance Agreement
 - B. Easton Dreher Hangar Proposal
 - C. Airport Petition

 - 5. INFORMATION ITEMS**
 - A. Report from Airport Manager, Casey Bradley

 - B. Report from FBO Bill Murphy

 - C. Airport Budget Reports and Balance Sheets

 - D. Fuel System Update

 - E. Next meeting date – Date to be determined

 - 6. ADJOURNMENT**
-

Posted Agenda 1/25/2022 by D. Griggel

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 Baraboo City Clerk, 101 South Blvd, Baraboo, WI, or phone 608-355-2700, during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

FOR INFORMATION ONLY AND NOT A NOTICE TO PUBLISH

1. CALL MEETING TO ORDER

A. Roll Call of Membership

- a. Present: Rob Nelson (Baraboo), Tom Diehl (Village of Lake Delton)
- b. Also Present: Casey Bradley (Airport Manager), Bill Murphy (FBO), Ben Letendre (Village of Lake Delton)

The owner representatives met at the Baraboo Municipal Building, 101 South Blvd, Room 205, Baraboo was open to the public for this meeting.

The meeting was called to order by Nelson at 10:00 AM and roll call was noted of those present by Nelson. Compliance of the Open Meeting Law was noted by Nelson.

- B. Approval of minutes from November 5, 2021- Motion by Diehl seconded by Nelson, motion carried.
- C. Approval of the agenda- Motion by Diehl seconded by Nelson, motion carried.

2. APPEARANCES/PRESENTATIONS -None

3. PUBLIC COMMENT-None

4. ACTION ITEMS

- A. **Taxiway project-** Update was given by Bradley, he will be contacting DOT to move forward with getting the project added to our project list and also move forward with getting a quote for an interim fix. To be updated at the next meeting.
- B. **Easton Dreher Hangar Proposal-** Motion by Diehl seconded by Nelson, to all Mr. Dreher to proceed with his proposed project requiring him to install a firewall between the two connected hangars since he intends to rent them out, motion carried.
- C. **AWOS Replacement Discussion-** Motion by Nelson seconded by Diehl to participate in the AWOS Replacement program with the DOT utilizing our 2019 allocation and no cost to the airport, motion carried.

5. INFORMATION ITEMS

- A. Report from Airport Manager, Casey Bradley- Brief update was given.
- B. Report from FBO Bill Murphy- Brief update was given.
- C. Airport Budget Reports and Balance Sheets- Motion to accept the reports by Diehl seconded by Nelson, motion approved.
- D. Fuel System Update
- E. Next meeting date – Date to be determined

6. ADJOURNMENT- Motion by Diehl seconded by Nelson to adjourn at 10:45am, motion carried.

**BARABOO-WISCONSIN DELLS REGIONAL AIRPORT
ON-SITE MAINTENANCE SERVICE AGREEMENT
FOR CALENDAR YEAR 2022**

THIS AIRPORT ON-SITE MAINTENANCE SERVICE AGREEMENT (“Agreement”) is made by and between the Baraboo-Wisconsin Dells Regional Airport Commission (“Commission”) and William Murphy d/b/a Baraboo Dells Flight Center, Inc. (“Contractor”).

WHEREAS, the City of Baraboo and the Village of Lake Delton, both being municipal corporations, are the owners of the Baraboo-Wisconsin Dells Regional Airport located in the Town of Delton, Sauk County, Wisconsin (“Airport”), and

WHEREAS, the Commission is duly organized pursuant to the provisions of §114.14, Wis. Stats., and is vested with jurisdiction for the improvement, equipment, maintenance and operation of said Airport; and

WHEREAS, the Commission and the Contractor are desirous of entering into a contractual arrangement whereby the Contractor will provide maintenance services to the Airport.

NOW THEREFORE, for the mutual consideration contained herein, the Commission and Contractor agree to the following terms and conditions:

1. **Term.** This Agreement shall be effective on January 1, 2022 and shall expire December 31, 2022.
2. **Scope of Work.** Under policy established by the Commission, the Contractor shall be in charge of, and is responsible for, the maintenance of the Airport. This shall include, but not be limited to, the following duties and responsibilities:
 - a. Conduct or provide for daily inspections of all Airport physical properties, including runways, taxiways, lighting systems, buildings, navigational equipment, automobile parking areas and access roads; personally make or direct others to make routine repairs, replacements and improvements in a timely and efficient manner; requisition from the Commission small equipment and supplies required in daily operation and maintenance; recommend the purchase of new equipment and other expenditures exceeding \$500.00; keep a complete and accurate record of all maintenance work performed on the Airport, and make such reports to the Commission or Airport Manager as may be required at such time and in the form requested by the Commission or Airport Manager.
 - b. Maintain in good repair all equipment provided by the Commission for use by the Contractor in performing the obligations of this Agreement.
 - c. Promptly remove snow and ice from runways, taxiways, parking areas and access roads, keeping the facilities in safe and usable condition for aviation purposes, and in accordance with the Airport snow removal policy.
 - d. Keep the grass mowed on the turf runway so as to be suitable for aviation purposes; mow other grass on the property in accordance with the Airport mowing policy.
 - e. Assist the Commission and the Airport Manager in determining current and potential program needs and prepare plans to fill these needs; assist to coordinate all

development and improvement with the proper local, state and federal agencies, engineers, architects and other professionals, aviation organizations, and public interest groups.

- f. Recommend to the Commission and the Airport Manager ordinances and regulations relating to the safe and efficient operation of the Airport and governing the use of the Airport, including the leasing of floor space, parking, hangars and other property; assist with enforcement of all ordinances and regulations concerning the Airport; provide reports to the Commission and the Airport Manager of issues relating to the enforcement of Airport Rules and Regulations and the need for enforcement.
 - g. Assist the Commission and Airport Manager with advertising and promoting the Airport.
 - h. Under direction of the Commission and Airport Manager, assist to develop and maintain effective liaison with the traveling and general public, commercial and general aviation interests, agencies having control over, or interest in, certain Airport activities, tenants and their employees, and all entities with an interest in the Airport.
 - i. Be responsible for notifying the Federal Aviation Administration Flight Service Station promptly of all conditions affecting the safe use of the Airport (NOTAM).
 - j. Provide oversight of all construction projects on the Airport property.
 - k. Maintain the perimeter security fence, including the prevention of vegetation growth into the fence.
 - l. Obtain and retain in good order a commercial driver's license.
3. Payment. The Commission does hereby agree to pay the Contractor for such management services the cash sum of \$3,650.00 per month for 2022. (Includes 3.25%)
4. Contractor Contact Number and Availability. The Contractor shall provide the Commission and Airport Manager with a telephone number, cellular telephone number, pager, or other means of contacting the Contractor. If Contractor will be unable to respond to an emergency for known future dates, he shall so advise the Airport Manager not less than 72 hours in advance, and designate a person to act in his absence.
5. Independent Contractor Status. For all purposes relating to this Agreement, the Contractor shall be considered an independent contractor, and not an employee of the Commission or any of the owner communities. In accordance with accepted aviation practices, the Contractor is authorized to determine the methods and means by which the duties and responsibilities of this Agreement are completed. The Commission shall have no obligation to provide training for the Contractor. The Contractor, at his sole discretion, is allowed to hire employees or contractors to assist him in fulfilling his obligations under this Agreement, and the Contractor shall be responsible for supervising and managing the same. So long as the Contractor fulfills his obligations under this Agreement, he shall be allowed to determine his own hours of work. The Contractor shall be responsible for determining the priorities and sequence of work to be provided pursuant to this Agreement.
6. Use of Property. The Commission does hereby grant to the Contractor the use of the property listed on Exhibit A (maintenance equipment) for the term of this Agreement. The Commission shall remain

the sole owner of all equipment (excepting Contractor's personal effects) provided by and at the expense of the Commission. In the event any of the property becomes damaged or in need of maintenance or repair, the Contractor shall be responsible for timely notifying the Airport Manager.

7. Contractor Operating as FBO (Fixed Base Operator). Nothing herein shall prohibit the Contractor, its employees, officer, contractors, agents or representatives, or any corporation, LLC or other legal entity owned or controlled by the Contractor or the Contractor's employees, officers, Contractors agents or representatives, from seeking and obtaining an FBO Lease or agreement with the Commission. If however, an FBO lease or agreement is obtained by the Contractor, its employees, officers, contractors, agents or representatives, or any corporation, LLC or other legal entity owned or controlled by the Contractor or the Contractor's employees, officers, Contractor's agents or representatives, then the Contractor shall have the following additional duties, responsibilities, and obligations:
 - a. The Contractor shall fully, carefully and equitably enforce all FBO rules and lease provisions against all FBO's in a non-discriminatory manner.
 - b. Whenever there is a question of conflict of interest regarding the interpretation or enforcement of an FBO rule or FBO lease provision, the Contractor shall present it to the Airport Manager, and if unresolved, to the Commission for review and determination.
 - c. The Contractor shall not engage, directly or indirectly, in any activity which favors, or which creates the appearance of favoring, the FBO related to the Contractor over any other FBO.
 - d. Third person inquiry to the Contractor regarding existence of services provided by any FBO serving the Airport, shall be provided by the Contractor in a non-discriminatory way, not advertising or promoting his FBO service over that offered by another.
 - e. The Contractor and the FBO related to the Contractor shall obtain and use different telephone numbers and mailing addresses to conduct their respective duties.
 - f. Violation of the foregoing shall be cause for immediate termination of this Agreement.
8. Discrimination. The Contractor for himself, his employees, agents, contractors, sub-contractors, personal representatives, successors in interest, and assigns agrees that: (1) no person on the grounds of race, color, religion, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of all Airport facilities; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21; Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
9. Airport Policies. The Contractor acknowledges that he has received a copy of the Rules and Regulations and Minimum Standards policies adopted by the Commission and that he is familiar

with the contents thereof and agrees to abide by such rules, and at the direction of the Commission or Airport Manager, enforce the provisions of the policies in the manner contained therein.

10. Destruction Of Premises

- a. If 10% or more of the Airport shall be rendered tenantable or unusable by reason of damage or destruction by fire, by the elements, or by other casualty, or if any authority having jurisdiction shall order demolition or removal of 10% or more of the Airport, the Commission and the Contractor shall each have the right and option to terminate this Agreement upon written notice to the other given at any time during the 60 calendar day period following the date of such damage or destruction, in which event neither party shall have any further obligations or liability hereunder.
- b. If less than 10% of the Airport shall be damaged or destroyed, the Commission shall proceed with all reasonable dispatch and diligence to cause the Airport to be repaired, restored, or rebuilt in like form, structure and substance as same were in immediately prior to such damage or destruction.

11. INDEMNIFICATION AND HOLD HARMLESS PROVISION. To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the Commission and the owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under his direction or control or on his behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on the Commission or owner municipalities. Contractor's indemnity and hold harmless shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the Commission or owner municipalities, or their elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement. Contractor shall reimburse the Commission and owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Commission or owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers.

12. Insurance Requirements. Contractor shall, at his sole expense, provide and maintain an insurance policy as a condition of this Agreement. Such insurance policy shall consist of:

- a. Liability insurance with a company licensed to do business in Wisconsin in the minimum amount of \$1,000,000 per occurrence with \$100,000 bodily injury per person for all damages arising out of bodily injury or property damage concerning the above described activities and responsibilities during the entire term of this Agreement.

- b. The Commission, the City of Baraboo, and the Village of Lake Delton and their elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status for liability arising out of activities performed by or on behalf of the Contractor.
 - c. For any claims related to the services performed by the Contractor pursuant to this Agreement, the Contractor's insurance shall be primary insurance as respected to the Commission's and owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the Commission and owner municipalities, their elected and appointed officials, officers, employees or authorized representatives or volunteers shall not contribute to it.
 - d. All of the insurance used by the Contractor to satisfy these insurance requirements shall be provided on policy forms and through companies satisfactory to the Commission.
 - e. Prior to execution of this Agreement, the Contractor shall file with the Commission a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative.
 - f. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified herein.
 - g. All certificates of insurance shall provide for thirty (30) day notice of cancellation or material change of any policy limits or conditions.
 - h. Notwithstanding any other provision contained herein, the failure to provide insurance as required under this section of the Agreement constitutes immediate grounds for termination of the Agreement.
13. Assignment. The Contractor shall not assign this contract or delegate any part of his duties, responsibilities or obligations under this agreement, except as otherwise permitted herein, without the prior written consent of the Commission, such consent to be granted or denied at the Commission's sole discretion.
14. Termination. Except as otherwise provided for herein, in the event that the Contractor or the Commission fails to comply with the terms and conditions of this Agreement, the Contractor or the Commission shall notify the other in writing of the violation of this Agreement and if the violation has not been corrected or the responsible party has not commenced to diligently pursue the correction within 30 calendar days from the date of the notice to correct the violation, this Agreement may be terminated by the notifying party upon 30 calendar days written notice. The Contractor may immediately terminate this Contract in the event the Contractor becomes incapacitated and unable to perform his duties as Contractor.
15. No Waiver. No waiver of any violation of this Agreement shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in, or consent to, any further or succeeding violation of the same covenant, or as a waiver of any covenant, condition, or remedy.

16. Severability. If any provision of this Agreement shall be determined to be void by a court of competent jurisdiction, such determination shall not effect any other provision of this Contract, and such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is subject to more than one construction, one of which would render the provision valid and the other would render the provision invalid, then the construction which would render the provision valid shall control.

17. War/National Emergency. During time of War or other State or National Emergency, the Commission shall have the right to suspend this Agreement, and turn over operation and control of the Airport to the State of Wisconsin and/or the United States Government.

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

To Commission: City of Baraboo
ATTN: Airport Manager
101 South Blvd.
Baraboo, WI 53913

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

19. Amendments. This Agreement may be modified only upon mutual written consent of the Commission and the Contractor.

**BARABOO-WISCONSIN DELLS REGIONAL
AIRPORT COMMISSION - OWNER**

WILLIAM MURPHY - CONTRACTOR

Casey Bradley, Airport Manager

William Murphy

Date

Date

**EXHIBIT A
AIRPORT MAINTENANCE EQUIPMENT**

- 1964 Moline Tractor (rebuilt in 2016)
Flail Mower, rebuilt in 2017
- 2002 JD Gator 4 x 2
- 2005 Holland Tractor with Attachments
Holland Loader Attachment
Spare broom attachment
Loftness Snowblower attachment (sold in 2018)
Wausau R3612H Snow plow attachment
- 2005 Ferris Mower
2-Landpride AFM 4522 22' finish Mower (We have two of these)
Bench
Vise
Chain
Jack
Grinder
Filing cabinet
Desk and Chair
Stihl Chain Saw 026
Stihl weed eater FS85X
Stihl backpack blower BR400
- 2014 Shumacher Battery Charger 12/24 volt battery charger
Paint line striping machine
John Deere 25 gal spray unit for the Gator
Toro hand snow blower (Owned by BDFC)
Sears Craftsman pressure washer (Have on-site but is inoperative)
Hedge trimmer
- 2008 Bird Blaster hand gun with ammo
3 way hand held radios (3)
Runway markers for plowing
Spare fence and parts
Dewalt 15 Gallon Air Compressor
12-14' aluminum ladder (stored in FBO hangar)
- 2009 Lobby Furniture: 2 sofas, 2 chairs, coffee table, end table with lamp, corner table and chairs
DeWalt Drill
- 2010 FIMCO 60 Gallon ATV Tow Sprayer
- 2012 18V DeWalt Reciprocating Saw
3 shelf RTA floor storage cabinet
- 1999 GMC Plow Truck w/Plow and plow hitch (all purchased in 2015)
- 2017 Fair Snocrete 848A snow blower

**RESOLUTION PETITIONING
THE SECRETARY OF TRANSPORTATION
FOR AIRPORT IMPROVEMENT AID
BY**

**Baraboo – Wisconsin Dells Regional Airport Commission
Sauk County, Wisconsin**

WHEREAS, the Baraboo – Wisconsin Dells Regional Airport Commission, Sauk County, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the sponsor desires to develop or improve the Baraboo – Wisconsin Dells Regional Airport, Sauk County, Wisconsin,

"PETITION FOR AIRPORT PROJECT"

WHEREAS, the foregoing proposal for airport improvements has been referred to the city plan commission for its consideration and report prior to council action as required by Wis. Stat. §62.23(5), and

WHEREAS, airport users have been consulted in formulation of the improvements included in this resolution, and

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat. §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition, and

THEREFORE, BE IT RESOLVED, by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a Regional General Aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows: **rehabilitate Taxiway A, crack seal and associated work for airfield pavements, and any necessary related work.**
3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the sponsor is required by Wis. Stat. §114.32(5) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

**AGENCY AGREEMENT AND
FEDERAL BLOCK GRANT OWNER ASSURANCES**

**Department of Transportation
Bureau of Aeronautics
Madison, Wisconsin**

WHEREAS, the Baraboo – Wisconsin Dells Regional Airport Commission, Sauk County, Wisconsin, hereinafter referred to as the sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the Baraboo – Wisconsin Dells Regional Airport project to:

rehabilitate Taxiway A, crack seal and associated work for airfield pavements, and any necessary related work.

WHEREAS, the sponsor adopted a resolution on _____, 20____, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution, and agreeing to maintain and operate the airport in accordance with certain conditions; and

AGENCY AGREEMENT.....

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the sponsor until financial closing of this project;

NOW THEREFORE, the sponsor and the Secretary do mutually agree that the Secretary shall act as the sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the sponsor.

By: SECRETARY OF TRANSPORTATION

David M. Greene, Director (Date)
Bureau of Aeronautics

FEDERAL BLOCK GRANT OWNER ASSURANCES.....

WHEREAS, the sponsor does agree to the conditions established in Wis. Admin. Code Trans §55, and for projects receiving federal aid, to the attached federal sponsor assurances, which are a condition of a federal grant of funds.

The federal block grant owner assurances shall remain in full force and effect throughout the useful life of the facilities developed under this project, but in any event **not to exceed twenty (20) years from the date of the finding (except for land projects, which shall run in perpetuity);**

Acceptance: The sponsor does hereby accept the agency agreement and the federal block grant owner assurances.

Sponsor: The Baraboo – Wisconsin Dells Regional Airport Commission, Sauk County, Wisconsin

Name

Title

Date

Name

Title

Date

W:\Airports\Baraboo-Wisconsin Dells Regional (DLL)\Petition\01-22DLLresCommission.docx

RESOLUTION RATIFICATION

BE IT RESOLVED, that the Common Council of the City of Baraboo, Sauk County, Wisconsin, does hereby ratify and affirm the Baraboo-Wisconsin Dells Regional Airport Commission petition for state airport development aid dated January 27, 2022.

RESOLUTION introduced by: _____

CERTIFICATION

I, _____, Clerk of the City of Baraboo, Sauk County, Wisconsin, do hereby certify that the foregoing is a correct copy of a Resolution introduced at a meeting of the Common Council of the City of Baraboo on _____, 2022 adopted by a majority vote, and recorded in the minutes of said meeting.

The City of Baraboo
Sauk County, Wisconsin

By _____

(Title)

RESOLUTION RATIFICATION

BE IT RESOLVED, that the Lake Delton Village Board, Sauk County, Wisconsin, does hereby ratify and affirm the Baraboo-Wisconsin Dells Regional Airport Commission petition for state airport development aid dated January 27, 2022.

RESOLUTION introduced by: _____

CERTIFICATION

I, _____, Clerk of the Village of Lake Delton, Sauk County, Wisconsin, do hereby certify that the foregoing is a correct copy of a Resolution introduced at a meeting of the Lake Delton Village Board on _____2022, adopted by a majority vote, and recorded in the minutes of said meeting.

The Village of Lake Delton
Sauk County, Wisconsin

By _____
_____(Title)

**AIRPORT AID
PETITION RESOLUTION CHECKLIST**

Please include the items checked below in your request for airport aid. Any additional information you provide to support the petition will enhance your airport project's priority.

Required	Completed	Document
X		A. Copy of published <u>hearing notice</u> (10 day hearing notice required).
X		B. <u>Affidavit of publication</u>
X		C. Typewritten <u>transcript or outline</u> of public hearing.
X		D. <u>Petition resolution</u> signed by governing body.
X		E. <u>Agency agreement and owner assurances</u> , signed and witnessed, (2 copies). (Note that the resolution authorizes and signers of the agency agreement and owner assurances)
X		F. Airport sketch depicting area of proposed work or land acquisition.
X		G. Information in support of petition. Please include a paragraph or more, to support the items you are petitioning for.
		H. Other documentation listed below _____.

Please return this form and the petition package to:

**Department of Transportation
Wisconsin Bureau of Aeronautics
P.O. Box 7914
Madison, WI 53707-7914**

**NOTICE OF PUBLIC HEARING
IN THE MATTER OF STATE AND FEDERAL AID
FOR THE IMPROVEMENTS AT**

Baraboo-Wisconsin Dells Regional Airport
S3440 County Hwy BD, Baraboo, WI 53913

The Town/Village/City/County of _____ is considering petitioning the State of Wisconsin, Department of Transportation, for state and federal aid to undertake the following development at the Baraboo-Wisconsin Dells Regional Airport. (List development items as they will appear in the airport aid petition):

rehabilitate Taxiway A, crack seal and associated work for airfield pavements, and any necessary related work.

Notice is hereby given that the Town/Village/City/County of _____ will hold a public hearing at (Time) on (Date) in (Location).

All interested persons are invited to attend and present their views on the need for the proposed airport development.

Parking for people with disabilities and an accessible entrance are available (Location Relative to Building). Please call (Municipality) at (Phone) (Days) days in advance of the hearing to make specific accessibility requests.

*** OPTIONAL PARAGRAPHS***

Additional written testimony may be filed with the Town/Village/City County of _____ if received within 10 calendar days after the date of the public hearing. Such testimony should be directed to (Name and Address).

As an information service, representatives from the (Town/Village/City/County) and the Wisconsin Bureau of Aeronautics will be available for informal discussion and review of the proposal on (Date), at (Location) from (Time) to (Time).

(Authority)

(Signature)

Published in the: (Newspaper)

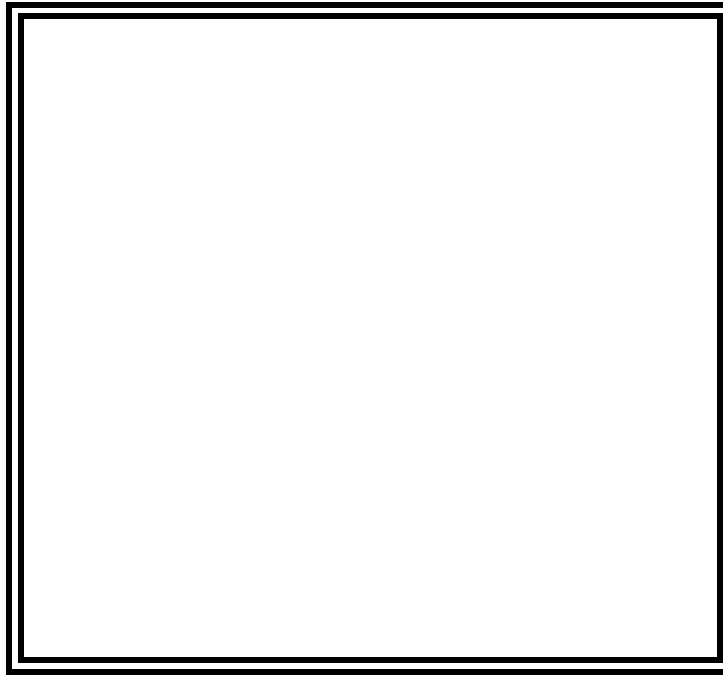
Date: (Publication Date)

AFFIDAVIT OF PUBLICATION

**STATE OF WISCONSIN-SS.
COUNTY OF SAUK**

(Person), being duly sworn, deposes and says that he/she is an authorized representative of the (Name of Newspaper), a (Weekly/daily) newspaper published at (Municipality), the seat of government of said county, and that an advertisement of which the annexed is a true copy, taken from said paper, was published in a regular issue on (date).

Attach news clipping here.



Signed: _____

Title: _____

Subscribed and sworn to before me this (day) day of (month), (year).

Notary Public,
(County) County, Wisconsin
My commission expires: (Date)

PRE-PETITION HEARING PROCESS

I. Requirements for hearings

As the result of the National Environmental Policy Act of 1969 and Airport and Airway Development Act of 1970, and in accordance with FAR 152.73 (1976) and Wis. Stat. §114.33 (1971), the State of Wisconsin has provided opportunity for citizen participation in airport development through the public hearing process.

There are two types of public hearings that may be held in connection with an airport development project. They are the locally-held airport aid hearing, and the environmental hearing which is conducted by the Bureau of Aeronautics.

The bureau recommends that a public information meeting be held prior to public hearings for those projects which involve more than three airport owners, or generate economic, social or environmental controversy. The information meeting shall be conducted by the airport sponsor, with the bureau providing technical expertise as required.

II. Notice

Legal notice for the local airport aid hearing shall be published by the airport owner at least 10 days before the date of the public hearing. Copies of all hearing notices should be distributed to the Bureau of Aeronautics and to other interested parties.

The airport owner has a responsibility to see that each land owner who may be affected by the proposed development receives a copy of any hearing notice.

III. Conduct of public hearing

The bureau has no specific requirements as to who conducts that local airport aid hearing; it may be the airport owner or some impartial person or organization. In many cases, local consideration may dictate how and by whom the hearing shall be held.

The public hearing should be held at a place and time generally convenient for persons affected by the proposed project.

At the outset of the hearing, participants and attendees should be informed that written statements and other exhibits in place of, or in addition to, oral statements at the hearing may be submitted. A final date for receipt of such statements or exhibits should be specified.

Free and open discussion and presentation of views relevant to the purpose of the hearing are allowed. Proceedings are informal, and presentations should not be subject to cross-examination. Witnesses should present information and data illustrating the need, or the lack thereof, for the project; and adverse affects the project or the airport may have on the community. Testimony should be relevant, factual and non-repetitive.

IV. Transcript or Outline of the Public Hearing

A typewritten transcript or outline of the proceedings at the hearings must be made. If an outline of the hearing is prepared, it should include but not limited to, the following: date,

time and location of the hearing; chairperson of the hearing; names of people who speak in favor or opposed to the proposed project; and in general what is said. The transcript or outline may incorporate written statements, exhibits, and other pertinent matter used or filed in connection with the hearing.

V. Summary

The public hearing process is one of the most important steps involved in the development of an airport. We need to make certain that the public is afforded an adequate opportunity to be heard regarding the economic, social and environmental effects of the proposed improvements. Moreover, that their consistency with the goals and objectives of such urban planning has been carried out by the community. These hearings provide the public the opportunity to participate in the planning and decision-making process in the development of airports.

The bureau may provide information, forecasts, data, and technical assistance relative to the proposal to any interested parties.

INFORMATION IN SUPPORT OF AIRPORT AID PETITIONS

The checklist below catalogs information the airport owner may wish to submit to the Bureau of Aeronautics to show the economic and aeronautical need for the desired airport improvements. Any additional information not covered in this checklist deemed important by the airport owner should also be presented. Include as much information as possible in a written report to be submitted by the petitioner in support of their request. Information presented through testimony at a public hearing should be conducted as it will be used by the Bureau of Aeronautics to determine the merits of petitioned airport improvements.

I. Airport Use Information

- _____ A. Recorded or estimated total annual aircraft operations by the type of activity: air carrier, air taxi, military and general aviation.
- _____ B. Total annual airline passenger enplanements.
- _____ C. Total annual pounds of freight/cargo shipped by air.
- _____ D. List of based aircraft by make and model.
- _____ E. Number of active area pilots by type: student, private, commercial, air transport; and number of instrument rated.
- _____ F. Names of major airport users (businesses, corporations) and type of aircraft used.
- _____ G. Aeronautical services the airport provides. Include a list of current airport leases and agreements.
- _____ H. Information on aircraft users, if any, using other airports where passenger destination is your community.
- _____ I. List of aircraft owners who would use your airport if it were improved or would use it more.
- _____ J. Other airport information.

II. Economic Base Information

- _____ A. Identify area served by the airport and population of this airport service area.
- _____ B. Identify and map important businesses and industries in the airport service area.
- _____ C. Present employment figures of area.

- _____ D. Development taking place in the area that would affect the demand for air transportation.
- _____ E. Industrial development report on present and past efforts and importance of airport.
- _____ F. Other transportation modes serving the area.
- _____ G. Written statements or hearing testimony from the area business and industry as to the use they make of the airport and how the airport benefits them.
- _____ H. Other economic base information.

III. Improvement Need Information

- _____ A. What unsafe or inadequate airport facilities currently exist and would be corrected by the propose improvements.
- _____ B. Primary purpose of each improvement.
- _____ C. Written statements or hearing testimony from airport users, businesses and industry on the need for each proposed improvement item.
- _____ D. Other improvement needs information.

IV. Airport owner Responsibility Information

- _____ A. Verification of establishment or proposed establishment of motor vehicle, minimum standards and height limitation zoning ordinances.
- _____ B. Copies of airport maintenance budget and records for the past three years.

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Division of Transportation
Investment Management
PO Box 7914
Madison, WI 53707-7914

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov

Telephone: 608-266-3351

January 18, 2022

VIA EMAIL

CASEY BRADLEY
ADMINISTRATOR
CITY OF BARABOO
135 4TH STREET
BARABOO, WI 53913

Baraboo – Wisconsin Dells Regional Airport Petition Package

Dear Casey:

Attached is a petition to rehabilitate Taxiway A and to cover future airfield pavement maintenance.

Like last time, I've also included a Ratification form for both the City of Baraboo and Village of Lake Delton to sign, since the Airport Commission is completing the petition on their respective behalves.

I have enclosed the following to get you started on your airport's petition for federal and state aid for an airport development project:

1. Airport Aid Petition Resolution Checklist.
2. Resolution petitioning the Secretary for Airport Improvement Aid.
3. Agency and Assurances Agreement.
4. Chapter Trans 55, Wisconsin Administrative Code.
5. Federal Owner Assurances
6. Sample of the Notice of Public Hearing.
7. Sample of the Affidavit of Publication of the hearing notice.
8. Information on the airport development hearing process.
9. Information to be submitted in support of airport aid petitions.

It may be helpful for you to call Josh Holbrook, the bureau's project manager for your airport, to discuss your request, to be ensure all needed work items are included. This will help assure no step in the process is missed and avoid the need for a new resolution.

The public hearing is the first step in the petition process. Wisconsin Statutes require at least **ten (10)** days notice of the public hearing is provided by publication of a Class I notice in the local legal paper. It is also imperative that **all** the work items you wish to petition for are listed in the notice and addressed in the public hearing. An affidavit of publication signed by the publisher and notarized is also required. An exhibit showing the location of the proposed work (including land to be acquired) should be made available for inspection at the public hearing. Please include a copy of this exhibit in your petition package to clarify the intent of your request.

The sample hearing notice includes suggested wording for meeting the requirements of the Americans with Disabilities Act (ADA).

After the public hearing, the airport's governing body can pass the petition resolution. The petition resolution authorizes representatives of the governing body to execute the agency agreement and owner assurances. Please return one original copy of the petition resolution and two copies of the agency agreement and owner assurances. A copy of the agency and assurances agreement will be returned to you after it is signed by the bureau director.

The Bureau of Aeronautics recommends that general aviation airport sponsors budget 20% of the project costs as their share of all projects.

Please contact me at mark.graczykowski@dot.wi.gov with any questions.

Sincerely,



Mark Graczykowski, P.E.
Airport Program Engineer

CC: Josh Holbrook, WBOA PM

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Enclosures

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City of Baraboo
 Airport Capital Imprvmnt Fund Fund 632
 Income Statement with Comparison to Budget
 For The Twelve Months Ending December 31, 2021

Revenues:	Current Month	Year to Date	Budget	Percentage of Budget
Federal Transportation Grant	\$ -	\$ -	\$ 692,210.00	-
Local Transportation Aid	-	-	69,000.00	-
Appropriations	-	-	-	-
Appropriations- City	-	-	-	-
Appropriations-Lake Delton	-	-	-	-
Interest on Investments	25.36	241.47	-	-
Sale of Assets	-	-	-	-
Insurance Recoveries	-	-	-	-
Refund of Prior Years Expense	-	-	-	-
Transfer from Airport Operatng	-	69,000.00	-	-
Fund Balance Applied	-	-	107,790.00	-
Total Revenues	\$ 25.36	\$ 69,241.47	\$ 869,000.00	7.97
Expenditures:				
<i>Airport Capital Imprvmnt Fund - Interest on Notes</i>				
Interest	-	-	-	-
Total Airport Capital Imprvmnt Fund	\$ -	\$ -	\$ -	-
 ###				
Other Supplies & Expense	-	-	-	-
####	\$ -	\$ -	\$ -	-
 ###				
Wages	-	-	-	-
Social Security	-	-	-	-
Retirement	-	-	-	-
Health Insurance	-	-	-	-
Equipment Purchases	-	-	-	-
Land or Land Improvements	-	-	-	-
Building Improvements	-	-	-	-
Facilities Improvements	-	(6,448.82)	869,000.00	(0.74)
Facilities Improvements-Contra	-	-	-	-
####	\$ -	\$ (6,448.82)	\$ 869,000.00	(0.74)
Total Expenditures	\$ -	\$ (6,448.82)	\$ 869,000.00	(0.74)
Net Revenues/(Expenditures)	\$ 25.36	\$ 75,690.29	\$ -	