

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

**Date and Time:** Wednesday, August 9, 2017, 9:00 a.m.  
**Location:** Baraboo City Hall, 2<sup>nd</sup> Floor Council Chambers, 135 4<sup>th</sup> Street, Baraboo  
**Owners Noticed:** Baraboo: Michael Palm, Village of Lake Delton: Jeff Morris  
**Others Noticed:** Cheryl Giese, Edward Geick, Kay Mackesey, Media, Tom Diehl, Bill Murphy, MSA Professional Services, Bureau of Aeronautics

**CALL TO ORDER and COMPLIANCE WITH OPEN MEETING LAW**

1. Approve Agenda.
2. Approve previous minutes of May 11, 2017.

**INFORMATION ITEMS**

3. Discussion of Land Use Overlay Zoning Ordinance creation process.
  - a. Funding petition is required.
4. Discussion of Airport Manager Position.

**ACTION ITEMS**

5. Review Updates to Intergovernmental Agreement.
  - a. Split annual operating costs 50/50.
  - b. Other
6. Approve 2018 Budget.
7. Approve Future Capital Plan.
8. Next meeting date.

**ADJOURNMENT**

Michael Palm, Mayor of Baraboo

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Posted on 8/2/2017

**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**

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

Absent: none

Also Present: Cheryl Giese, Ed Geick, John Ellington, Emily Truman (Baraboo), Richard Cross, John Webb (Village of Lake Delton), Mark Graczykowski, Justin Weiss (MSA)

Citizens Present: Bill Murphy, press

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

Approve Agenda

Moved by Jeff, seconded by Mike and carried to approve the agenda.

Previous Minutes

Moved by Jeff, seconded by Mike and carried to approve the minutes of February 27, 2017.

INFORMATION ITEMS:

WAMA Legislative Day: Mike reported that the group will lobby support for creation of a national database whereby mechanic liens can be reported on aircraft. This bill would enable people wishing to acquire aircraft to determine if the aircraft has a clean title. It was the first lobby day hosted by WAMA.

Intergovernmental Agreement: The owners reviewed a red-lined version of the existing intergovernmental agreement. Recent ownership changes were reflected. The owners discussed other desired changes, including:

1. Equally share the operating and capital costs.
2. City of Baraboo remain the managing owner, including City Attorney as the principle attorney and Cheryl Giese remaining as the Airport Manager.
3. Tie the 6 year Capital Improvement Plan to the Agreement, including annual financial contributions by the Owners, and require Owner's approval of 6 year capital plan.
4. Desire to create a sinking fund for future maintenance.

The City and Village Attorneys were asked to work on this language and report at the next meeting.

Land Use Overlay Zoning Ordinance: The owners reviewed the history of the draft ordinance and discussed the land area that is desired to be included in the proposed ordinance. The original draft included a 3 mile radius of the airport, but later versions focused primarily on extensions from the runways. The purpose of the Overlay zoning was also reviewed. A funding petition is needed to qualify for reimbursement of the cost of creating the ordinance. The Owners decided to proceed with an overlay zoning ordinance and will review the matter further at their next meeting.

Airport Name Change: The Mayor reported that the City Council proceeded with renaming the Airport to the "Baraboo-Wisconsin Dells Regional Airport" at their last Council meeting.

ACTION ITEMS:

Capital Funding: The Owners discussed that the present Intergovernmental Agreement included a provision to fund the capital account to a maximum of \$10,000 per owner community annually. The new language will require contributions based on the capital plan as adopted by the Owners. Moved by Mike, seconded by Jeff and carried to postpone a decision until the Intergovernmental Agreement is approved.

**65% Engineering Plans:** Mark Graczykowski and Justin Weiss of MSA Professional Services presented updated engineering plans for the runway reconstruction and widening project. The project is on schedule for bidding in August. The project estimate has been slightly reduced to \$3,316,000 and includes a completion time of 60 working days. They will further review the timeline to see if it can be reduced any further. The final engineering plans should be ready in June. No action taken.

**6 Year Capital Plan:** The Owners reviewed the draft plan of capital improvements showing the order of major improvements as:

1. Runway reconstruction/widening.
2. Fuel Farm reconstruction and relocation.
3. North Parallel taxiway and lighting replacements
4. Terminal Building
5. Entrance Road and Parking Lot.

It was noted that the estimated costs are the full cost of the projects and that State and Federal funding will be applied for as part of the State's biennium budget requests. Project funding can range from 50% to 90% depending upon the priority and eligibility of funds. The Capital Improvement Plans are revised every other year. The Owners will be required to submit a petition for funding to the Bureau for a number of the projects.

**Next meeting:** The next meeting will be determined after the Intergovernmental agreement and Land Use overlay zoning ordinance are ready for review.

**Adjournment:** Moved by Mike, seconded by Jeff and carried to adjourn.

Cheryl Giese  
City Clerk-Finance Director  
Airport Manager  
City of Baraboo

Proposed

INTERGOVERNMENTAL AGREEMENT  
FOR THE OPERATION OF THE  
BARABOO-WISCONSIN DELLS REGIONAL AIRPORT

THIS INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION OF THE BARABOO-WISCONSIN DELLS REGIONAL AIRPORT ("**Agreement**") is made by and between the Village of Lake Delton ("**Lake Delton**") and the City of Baraboo ("**Baraboo**") pursuant to authority granted to them by § 66.0301, Wis. Stat.

RECITALS

WHEREAS, the Baraboo-Wisconsin Dells Regional Airport ("**Airport**") ceased being a union airport operating under §114.151 Wis. Stats, on January 1, 2008, when an Intergovernmental Agreement was entered into between the Village of Lake Delton, the City of Baraboo, the City of Wisconsin Dells and the Town of Delton, for the ownership and management of the Airport; and

WHEREAS, two of the four original owners, the City of Wisconsin Dells and the Town of Delton, are no longer owners of the Airport; and

WHEREAS, the remaining two Owners, Lake Delton and Baraboo, each hold title to an equal share of the lands located in the Town of Delton, as tenant-in-common, used as an Airport ("**Airport lands**"); and

WHEREAS, the Owners agree that Baraboo shall manage and operate the Airport for the benefit of the Owners; and

WHEREAS, the Owners believe establishing an Airport Owner's Committee comprised of one member representing each owner that meets, at minimum annually, to vote on the Capital Improvement Plan is in the best interest of the Airport; and

WHEREAS, the Owners agree to contribute equally on an annual basis to the operation costs of the Airport and to the Capital Improvement Fund, to ensure the Airport remains an accessible and well-managed airport that is an asset to the respective Owner's communities; and

NOW, THEREFORE, for and in consideration of the benefits, covenants and agreements set forth in this Agreement, the Owners agree as follows:

AGREEMENT

1. RECITALS. The recitals are hereby incorporated into this Agreement.
2. MANAGEMENT AND OPERATION OF AIRPORT.
  - a. Management and Operations. The Owners agree that Baraboo has the exclusive responsibility of maintaining and operating the Airport and Airport lands subject to the terms of this Agreement. Purchases for goods and services for use by or at the Airport and Airport lands shall be the responsibility of Baraboo, and shall occur pursuant to Baraboo's Purchasing Policy ("**Policy**"), with the exception that all purchases requiring

department or Council approval per the Baraboo's Purchasing Policy shall instead require approval of the Baraboo-Wisconsin Dells Regional Airport Committee ("**Committee**").

- b. Airport Manager. Baraboo shall employ or contract with an Airport Manager who shall be responsible for the overall operations of the Airport and Airport lands pursuant to this Agreement, including, but not limited to the following:

i. Purchasing Policy. Comply with Baraboo's Purchasing Policy.

ii. Capital Improvement Plan. Prepare a 6-year (or longer at the discretion of the Airport Manager) Capital Improvement Plan which shall be provided to the Owners for their review and action at the annual meeting of the Airport Owner's Committee. The Capital Improvement Plan shall include a schedule of annual payments into the Capital Improvement Fund ("**Fund**").

iii. Capital Improvement Fund. Manage the Fund for the purpose of serving the Airport. Baraboo shall be the custodian of the Fund and the Airport Manager is granted complete discretion in managing the Fund provided that any withdrawal from the Fund shall be restricted to Capital Improvements at the Airport, as identified in the annual budget or Capital Improvement Plan. The Owners shall hold an equal share of the Fund.

iv. Contractual Obligations. Operate the Airport and manage the Airport lands in accordance with all terms and conditions of all grants, contracts, loans, contracts and agreements signed by or enforceable against the Owners, including agreements and contracts with the Federal Aviation Authority ("**FAA**") and/or the Wisconsin Bureau of Aeronautics ("**WBOA**") for capital projects for the Airport and/or Airport lands, including but not limited to the planning, development, construction, acquisitions of lands, repair, modification or expansion of aeronautical facilities and other facilities, all incidental to the operation of the airport and as identified in the annual budget or Capital improvement Plan. The Owners agree to execute any such grant, loan and agreement and/or contract including requests or applications therefore.

v. Records. Responsible for record management and retention of all Airport and Airport land pursuant to State statutes and shall make said records available to the Owners for inspection upon request.

vi. Operation Costs. Prepare and provide a non-actionable report for the Airport Owner's Committee at the annual meeting showing the previous calendar year's operation costs of the Airport. In the event of a deficit, the Airport Manager shall be responsible for making recommendations to the Owners at the Annual Meeting for changes to the Airport.

- c. Operation Costs. ~~Baraboo shall retain all~~ All proceeds derived from the operation of the ~~Airport. Said proceeds~~ airport shall be applied to the operation costs of the Airport. ~~The~~

~~Airport Manager's wages and benefits shall be considered an operation cost. In the event airport. If there is a deficit existing as of the execution date of this Agreement, said deficit amount shall be the responsibility of Baraboo. After the execution date of this Agreement, any to the operation costs that exceeds the budget deficit at the end close of one calendar the Baraboo's fiscal year (calculated from August 1 - July 31, annually) shall be the joint responsibility of the Owners, with, the Airport Manager providing shall send an invoice to the Owners by or before August 31 annually for an equal share of the unplanned deficit, with payment due to the Airport Manager within thirty (30) calendar days from of the date of the invoice.~~

- d. Insurance. Baraboo shall procure and maintain in force at all times adequate liability, hazard and property insurance reasonably necessary to protect the interests of the Owners for any and all liabilities arising from their ownership interest in the Airport and Airport lands and improvements and for loss or damage to its share of the improvement. Baraboo shall include the Village as an additional named insured under all insurance contracts covering the Airport and Airport lands. The cost of insurance shall be an operation cost.
- e. Acquisition. In the event ~~Baraboo, in its sole discretion,~~ either Owner decides to acquire title, interest or rights to property adjacent to the Airport land, whether by agreement or exercise of its rights of eminent domain, ~~its~~ said Owner shall apply for cost sharing from the FAA and the WBOA to offset the acquisition costs. In the event the acquisition is approved for cost sharing, the ~~Village~~ other Owner shall contribute an equal share of the balance and shall acquire an equal undivided interest in the property so acquired. Unless an acquisition is part of the approved Capital Improvement Plan, payment for land acquisition shall not be due until the next following fiscal year. Nothing in this paragraph shall limit or restrict ~~Baraboo's~~ either Owner's right to independently acquire property for the Airport in its own name, whether or not such acquisition is subsidized by cost sharing, and irrespective of participation by the ~~Village~~ either Owner.

### 3. MUTUAL RESPONSIBILITIES.

#### a. Airport Owner's Committee Meetings.

- i. Airport Committee Members. Each Owner shall appoint one person to represent the Owner at Committee meetings. The selection of the member and length of appointment shall be at the discretion of the respective Owner. One alternate may be appointed by each Owner, who shall serve on the Committee in the event the primary appointee is unavailable to attend a meeting.
- ii. Annual Meeting. There shall be, at minimum, one Committee meeting held per calendar year ("**Annual Meeting**"). The Annual Meeting shall be held in August, on a date, time and location mutually agreeable to the Owners, to take action on business pertaining to the Airport including action on the budget recommendations for the following calendar year based upon the Capital

Improvement Plan. The agenda for the Annual Meeting shall be prepared and posted by the Airport Manager or designee and minutes for the meeting shall be taken by the Airport Manager or designee.

iii. Special Meetings. Either Owner or the Airport Manager may request a special meeting of Committee at any time if there is business to discuss and/or actionable business. Actionable business may include a purchase of goods that requires Committee approval per the Baraboo's Purchasing Policy. Special meetings may be requested by a Committee member or designee by putting the request in writing and submitting it to the Airport Manager. The Airport Manager or designee shall select a date, time and location for said meeting; will prepare and post the meeting's agenda; and will attend the meeting to take minutes.

iv. Robert's Rules of Order. Roberts Rules of Order is hereby adopted for use at Committee meetings. In the event a term contained in this Agreement differs from Robert's Rules of Order, the term contained herein shall take precedent.

b. Compliance. Each Owner shall be responsible for compliance with all agreements with the FAA and the WBOA in effect on the Effective Date until released by the FAA and/or WBOA.

c. Contribution of Payments. Each Owner agrees to contribute annually its equal share of the schedule of payments to the Fund. An Owner electing not to accept the Capital Improvement Plan and contribution schedule adopted by the Committee shall be considered in default of this Agreement. The annual payment by the Owners to the Fund shall not be required until the commencement of the Owners' next budget year.

d. Reconsideration/Appeals. In the event an actionable item at a Committee meeting is denied due to a 1-1 vote by the Committee members, the Governing body of the Committee member voting to approve the item may request a special meeting of the Committee be held within one (1) month for the purpose of reconsidering the item. If the actionable item is again denied due to a 1-1 vote at the special meeting, the governing body of the Committee member who voted to approve of the item may bring the item as an actionable item to the next regularly scheduled meeting of the other Committee member's governing body. The decision of the governing body shall be final.

#### 4. ADDITIONAL PROVISIONS.

a. Approval of Governing Body. This Agreement shall be executed by each Owner upon approval of its governing body.

b. Withdrawal from Agreement. An Owner may withdraw from this Agreement at any time, except during the Annual Meeting, by tendering to the non-withdrawing Owner a quitclaim Notice of Withdrawal and a Quitclaim deed of its interest in the Airport lands and improvements along with and a fully executed agreement agreed signed by the Owners ~~where~~ withdrawing Owner whereby the withdrawing Owner agrees to

~~immediately relinquish its rights to the Fund. In addition, the withdrawing Owner shall timely execute any other documents required by the remaining Owner to transfer, any and all interest in the Airport lands, and any interest in improvements, personal property or other assets used in the operation of the Airport. In addition, the withdrawing Owner shall timely execute any other documents required by the remaining Owner. The withdrawing Owner shall receive no consideration for the transfer of interest.~~

i. Notice Received Before Annual Meeting. If the Notice of Withdrawal is received by the non-withdrawing Owner before the annual meeting, the withdrawal shall be deemed effective immediately except for any financial obligations the withdrawing Owner is responsible for through the end of the current budget year.

- Example: If Notice of Withdrawal is received by the non-withdrawing Owner on February 1, 2017, the withdrawing Owner will immediately relinquish its rights to the Airport lands, the Fund, etc., but will remain responsible for timely payments of all contributory amounts for the 2017 fiscal year (i.e., Fund contributions, Operating Cost contributions).

ii. Notice Received After Annual Meeting. If the Notice of Withdrawal is received by the non-withdrawing Owner on after the Annual meeting, the withdrawal shall be deemed effective immediately except for any financial obligations the withdrawing Owner is responsible for pursuant to this Agreement through the end of the next budget year.

- Example: If Notice of Withdrawal is received by the non-withdrawing Owner on September 1, 2017, the withdrawing Owner will immediately relinquish its rights to the Airport lands, the Fund, etc., but will remain responsible for timely payments of all contributory amounts the 2017 and 2018 fiscal year (i.e., Fund contributions, Operating Cost contributions).

c. Default. If an Owner fails to comply with a material term of this Agreement, the non-defaulting Owner may issue a Notice of Intent to Declare a Default. The defaulting Owner shall have not less than sixty (60) calendar days to cure the default. The first business day after the end of the sixty calendar days shall be considered the "default date." If the default was not cured before the default date, the defaulting Owner shall transfer its title to the Airport lands to the remaining Owner in equal shares. In addition, the defaulting Owner shall relinquish all of its rights to the Fund and any assets (including interest in improvements and personal property) held in common by the Owners relating to this Agreement. The quitclaim deed and any other documents necessary to transfer any and all of its interests in the land, assets and the Fund shall be delivered to the remaining Owner within thirty (30) business days of declaration of default.

e.d. Withdrawal/Default Responsibilities. In the event a defaulting or withdrawing Owner is party to a third-party agreement made pursuant to this Agreement, such as an installment loan, the defaulting or withdrawing Owner shall remain a party to said agreement with

all responsibilities and duties therein remaining in full force and effect against the defaulting or withdrawing Owner, unless otherwise agreed to in writing between the Owners prior to the default date.

d.e. Breach with FAA or WBOA. The provisions of paragraphs 4(b) and 4(c) notwithstanding, no transfer of interest in the Airport lands shall occur if such transfer would constitute a breach of any term or condition of any agreement, grant or contract with the FAA or WBOA signed by the withdrawing or defaulting Owner, unless the transfer is approved by the respective agency. In the event that the transfer of interest is not approved, the withdrawing or defaulting Owner shall retain its interest in the Airport lands and shall comply with the terms and conditions of the approved Plan and any future plan or other obligation whether existing or imposed on all Owners in the future.

e.f. Third-Party Limitation. No Airport lands, interest or rights held as tenants-in-common shall be sold or given to a third party without the consent of the Owners.

f.g. Division/Sale. Neither Owner has the right to bring a partition action for division or sale of the Airport lands nor any right title or interest held as tenants-in-common.

#### 5. MISCELLANEOUS PROVISIONS.

a. Severability. Should any term, condition or provision of this Agreement be determined by the FAA and/or WBOA or any court of competent jurisdiction to be illegal, in conflict with any law or regulation of the State of Wisconsin or of the United States, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provision shall not be affected.

b. Entire Agreement. The foregoing constitutes the full and complete agreement of the Owners. There are no oral understandings or agreements not set forth in writing herein.

c. Expenses. Except as otherwise specifically provided for in this Agreement, each Owner shall pay their respective expenses and costs incurred or to be incurred in negotiating and carrying out the terms of this Agreement including, without limitation, their respective attorneys' fees.

d. Notice. All notices or other communications provided for in order to be given under this Agreement shall be in writing and shall be delivered in person, by overnight courier, or by mail, and shall be deemed to have been duly given and have become effective (1) day after having been delivered in person or having been delivered to an overnight courier, or three (3) business days after having been deposited in the mail as certified or registered mail, fees prepaid, and addressed as follows:

If to Village of Lake Delton:

Village of Lake Delton, ATTN: Village Clerk  
50 Wisconsin Dells Pkwy S  
PO Box 87  
Lake Delton, WI 53965

If to City of Baraboo: City of Baraboo, ATTN: City Clerk  
135 4<sup>th</sup> Street  
Baraboo, WI 53913

- e. Agreement Review. This Agreement shall be reviewed by the Owners every five (5) years on or before the anniversary date thereof for possible modifications. This Agreement shall have a term of fifteen (15) years from the date of its enactment, or the date of any written modifications adopted by all member municipalities, whichever date is later.
- f. Amendments. This Agreement may be amended at any time upon the written agreement of the Owners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**VILLAGE OF LAKE DELTON**

Witness Signature: \_\_\_\_\_  
Witness Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
John Webb, Village President

Witness Signature: \_\_\_\_\_  
Witness Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Kay C. Mackesey, Village Clerk

**CITY OF BARABOO**

Witness Signature: \_\_\_\_\_  
Witness Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Michael Palm, Mayor

Witness Signature: \_\_\_\_\_  
Witness Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Cheryl Giese, City Clerk

Approved as to Form:

\_\_\_\_\_  
Emily Truman, Baraboo City Attorney

**INTER-GOVERNMENTAL AGREEMENT  
FOR OPERATION OF THE  
BARABOO AIRPORT**

This Agreement is made and entered into by and between the City of Wisconsin Dells, (City), Village of Lake Delton, (Village) Town of Delton (Town) and the City of Baraboo, (Baraboo) and collectively referred to as "Owners".

**RECITALS**

WHEREAS, the Owners each hold title to a one-quarter (¼) interest in lands located in the Town of Delton, as tenants in common, and used as the Baraboo-Wisconsin Dells Airport (Airport lands), and

WHEREAS, the Owners established the Baraboo-Wisconsin Dells Airport Commission (Commission) for the purpose of operating the Baraboo-Wisconsin Dells Airport (Airport) as authorized by § 66.0307 and § 114.14 Wisconsin Statutes, and

WHEREAS, the Owners have determined that the Commission is no longer the most effective way to operate the Airport, and

WHEREAS, the Owners by their respective governing bodies have each agreed to dissolve the Commission and transfer operation and control of the Airport to Baraboo,

NOW, THEREFORE, for and in consideration of the benefits, covenants and agreements set forth in this Agreement, the Owners agree as follows:

1. Each Owner agrees to the dissolution of the Commission and transfer of control of the Airport to Baraboo. The Baraboo-Wisconsin Dells Airport will cease being a union airport operating under §114.151 Wis. Stats., on January 1, 2008. The town, city and village, agree to enter into a long-term lease of the Airport to Baraboo. The lease shall provide that Baraboo has the exclusive responsibility of maintaining and operating the Airport subject to the terms of this Agreement. Each Owner shall continue to be responsible for compliance with all agreements with the Federal Aviation Authority (FAA) or the Wisconsin Bureau of Aeronautics, (WBOA) in effect on the effective date of this agreement until released by the FAA and/or WBOA. Baraboo agrees to operate the Airport in accordance with all terms and conditions of all grants, contracts, loans and agreements signed by or enforceable against any other Owner.

2. Baraboo shall retain all proceeds derived from the operation of the airport. All proceeds shall be applied to the costs of operation of the airport. Any deficit shall be the sole responsibility of Baraboo.

3. Baraboo shall procure, and maintain in force at all times, adequate liability, hazard and property insurance reasonably necessary to protect the interests of the Owners for any

and all liabilities arising from their ownership interest in the Airport lands and improvements and for loss or damage to its share of the improvement. Baraboo shall include each Owner as an additional named insured under all insurance contracts covering the Airport operations or Airport lands.

4. Baraboo may enter into grants, agreements and contracts with the FAA and/or the WBoA for capital projects on Airport lands, including but not limited to the planning, development, construction, acquisitions of lands, repair, modification or expansion of aeronautical facilities and other facilities, all incidental to the operation of the airport. Each Owner agrees to execute any such grant, loan and contract including requests or applications therefore.

5. The Capital Improvement Fund held by the Commission shall be transferred to a Capital Improvement Fund created by the City of Baraboo. Each Owner shall hold an equal share of the Capital Improvement Fund. Baraboo shall be the custodian of the Capital Improvement Fund and is granted complete discretion in managing the fund provided that any withdrawal from the fund shall be restricted to Capital Improvements at the Airport.

6. Baraboo shall prepare a plan of capital improvements, which shall be shared with the Owners for their review. The Capital Improvement Plan shall include a schedule of payments into the Capital Improvement Fund. The initial payments to the Fund shall not be required until the commencement of the Owners' next budget year. The City of Baraboo has the sole authority to approve any Capital Improvement Plan. Baraboo shall not adopt any Capital Improvement Plan without the approval of the WBOA.

7. Each Owner agrees to contribute annually its equal share of the schedule of payments to the Capital Improvement Fund. Until a Capital Improvement Plan is adopted by Baraboo, and approved by the WBOA, annual contribution shall be \$5,000 for each Owner. Any annual contribution to the Capital Improvement Fund which exceeds \$10,000 per Owner must be approved by a majority of the Owners. Any Owner electing not to accept the Capital Improvement Plan and contribution schedule adopted by the City of Baraboo, shall transfer its ownership interest in the land and Capital Improvement Fund to the remaining Owners, in equal shares..

8. If an Owner fails to comply with a material term of this agreement, Baraboo may issue a Notice of Intent to Declare a Default. The defaulting Owner (s) shall have not less than sixty (60) days to cure the default. If the default is not cured within 60 days, the defaulting Owner(s) shall transfer its title to the Airport lands to the remaining Owners in equal shares. In addition, the Owner shall relinquish all of its rights to the Capital Improvement Fund. The quitclaim deed and any other documents necessary to transfer any and all of its interests in the land and the Capital Improvement Fund shall be delivered to the remaining Owners within thirty (30) days of declaration of default.

9. Any Owner may withdraw from this Agreement at any time by tendering a quitclaim deed of its interest in the Airport lands and improvement along with an agreement

relinquishing its rights to the Capital Improvement Fund.— The quitclaim deed shall transfer the withdrawing Owner's interest in the real estate to the remaining Owner(s) in equal shares. In addition, the withdrawing owner shall execute any other documents required by the Owners to transfer any and all interest in the Airport lands, any interest in the Capital Improvement Funds along with improvements or personal property used in the operation of the Airport. The withdrawing Owner shall receive no consideration for the transfer of interest.

10. The provisions of paragraphs 9 and 10 notwithstanding, no transfer of interest in the airport lands shall occur if such transfer would constitute a breach of any term or condition of any agreement, grant or contract with the FAA or WBoA signed by the Owner, unless the transfer is approved by the respective agency. In the event that the transfer of interest is not approved, the Owner shall retain its interest in the Airport lands and shall comply with the terms and conditions of the approved Capital Improvement Plan and any future plan or other obligation whether existing or imposed on all Owners in the future.

11. In the event Baraboo, in its sole discretion, decides to acquire title, interest or right from a landowner, for the Airport, whether by agreement or exercise of its rights of eminent domain, it shall apply for cost sharing from the FAA and the WBoA to offset the acquisition costs. In the event acquisition is approved for cost sharing, each member municipality to this agreement shall contribute 25% of the balance due and shall acquire a 25% undivided interest in the property so acquired. Unless an acquisition is part of the approved capital plan, payment for land acquisition shall not be due until the next following fiscal year. Nothing in this paragraph shall limit or restrict the right of the City to independently acquire property for the airport in its own name, whether or not such acquisition is subsidized by cost sharing, and irrespective of participation by other municipalities.

12. No airport lands, interest or rights held as Tenants in Common shall be sold to a third party without the consent of all of the Owners.

13. No Owner has the right to bring a partition action for division or sale of the airport lands or any right title or interest held as tenants in common.

14. Should any term, condition, or provision of this Agreement be determined by the WBoA or any court to be illegal, in conflict with any law or regulation of the State of Wisconsin or of the United States, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions, shall not be affected.

15. The Owners agree that it would be impossible or inadequate to measure and calculate damages from any default of this agreement by an Owner. Accordingly, in the event of a default, or threatened default, the Owners, or any one of them, shall be entitled to apply to the Sauk County Circuit Court for an injunction temporarily or permanently, restraining such default, or threatened default, and to specific performance of this Agreement. Each Owner waives its right to assert immunity for any action to enforce this agreement or any judgment or order issued by the Sauk County Circuit Court.

16. This Agreement shall be executed by each Owner, upon approval thereof by its governing body.

17. This Agreement is contingent upon the approval of the dissolution of the Commission and of this Agreement by the FAA and the WBoA.

18. The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

19. This Agreement shall be reviewed by the Owners every five years on or before the anniversary date thereof for possible modifications. This Agreement shall have a term of 15 years from the date of its enactment, or the date of any written modifications adopted by all member municipalities, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

**TOWN OF DELTON**

BY: Marvin Siebel  
Marvin ~~Giebel~~, **SIEBEL**  
Town Chair

Date signed: 12-21-07

BY: Carol Wormet  
Carol Wormet  
Town Clerk

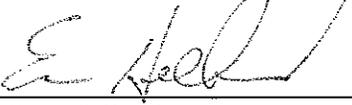
**VILLAGE OF LAKE DELTON**

BY: Frank Kaminski  
Frank Kaminski  
Village President

Date signed: 12-14-07

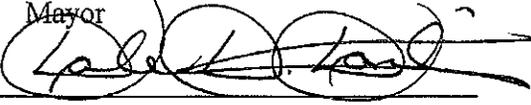
BY: Kay C. Mackesey  
Kay C. Mackesey  
Village Clerk-Treasurer-Coordinator

CITY OF WISCONSIN DELLS

BY: 

Eric Helland  
Mayor

Date signed: 12/24/07

BY: 

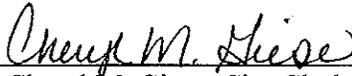
Dale Darling  
City Clerk

CITY OF BARABOO

BY: 

Patrick J. Liston, Mayor

Date signed: 12/27/07

BY: 

Cheryl M. Giese, City Clerk

AIRPORT BUDGET		Budget	YTD	Estimated	Budget
Account Line Item	Narrative Description	2017	12/31/2017	2017	2018
<b>REVENUES - Sauk County</b>					
47300	Appropriations fr Coun: County Appropriation	4100	4100	4100	4,100
<b>REVENUES - User Fees</b>					
48211	Crop Lease \$85 per acre/ acreage reduced in 201	13200	6600		13,200
48212	Lot Leases Land Leases new bidwell lease/annual increase	19739	19833.16		19,900
48210	FBO Lease Fuel sales Software Mechanic	17488	10201.38		17,488
48990	Miscellaneous Miscellaneous	200	238.24		200
46330	Gas Sales Gas Sales	6000	2830.32		6,100
46340	Landing Fees User Fees (Landing)	5000	1936.44		4,000
	<b>Total User Fee Revenues</b>	<b>61627</b>	<b>41639.54</b>	<b>61627</b>	<b>60,888</b>
<b>REVENUES - All Other Revenue</b>					
48300	Sale of Assets				
48400	Insurance Recoveries		4391.28		
48920	Refund of Prior Yr Expense				
49300	Fund Balance Applied Fund Balance Applied (City's)	27500			
	Land Use Planning Grant Land Use Planning Reimbursement balance budget				
43531	Local Trans Aid				
43220	Federal Grants Homeland Security Money				
47300	Appropriations Appropriations from Owners	57240	50144		640,191
48110	Interest Income Interest Income	450	350.46		450
	<b>Total Other Revenue</b>	<b>85190</b>	<b>50494.46</b>	<b>57690</b>	<b>640,641</b>
Annual Revenue Total	Annual Revenue Total	<b>150,917</b>	<b>96,234</b>	<b>123,417</b>	<b>705,629</b>
Annual Expenditures	Annual Expenditures	<b>173,417</b>	<b>47,993</b>	<b>109,237</b>	<b>705,629</b>
Estimated Surplus (Deficit)	Estimated Surplus (Deficit)	<b>-22,500</b>	<b>48,241</b>	<b>14,180</b>	<b>0</b>
Local Share	State/Federal/Local	<b>88,840</b>	<b>54,244</b>	<b>4,100</b>	<b>644,291</b>
Local Share	Baraboo and Lake Delton	57,240	50,144	0	640,191

AIRPORT BUDGET		Budget	YTD	Estimated	Budget
Account Line Item	Narrative Description	2017	12/31/2017	2017	2018
<b>EXPENDITURES - Salaries, Wages, Fringes</b>					
Total Salary Wages & Fringe Clerk & DPW, +2%		14,707.10	3,844.76	14707	15,001
<b>EXPENDITURES - Supplies and Services</b>					
200 - Contracted Services	Contracted Maintenance (FBO) (+2%	40824.40	20412.18	40824.4	41,233
210 - Publishing	Publishing Notices				
215 - Professional Services	Attorney Layout Plan/Surveying/Appraisals LUZO	10,000		0	20,000
220 - Telephone	CenturyTel 12*158	684	353.71	745.2	700
222- Electric	Airport Lighting - Electricity SRE Building Yard Light (15 *12) Town of Delton	6,830	2676.63 270.57 70.75 232.25	6023.912 649.368 169.8 232	7,075
223-Natural Gas	SRE	1,298	425.48	1298	1,300
250 - R & M Equipment	Repair & Maint. Equipment Rotary broom (every other year)	7,000	2975.88	7000	7,000
251 - Fuel Station Maintenance	Repair, Maint and Supplies fuel pump replacement	1,500 14,900	261	1500	1,500
260 - R & M Building & Ground misc	SRE building repairs terminal building repairs	3,500 0 0	127.5 344.45	3500	3,500
270 - Special Services	COB Office Equipment Charge Fire & Safety II	2,200	0	2200	2,200
273 - DOT maint agreement	Weather Machine Subscription				
280 - R & M Facility	Facility Repairs	2,800		2800	2,800
281 - Snow Removal Contract	Contracted Snow Removal	0			
282 - Light Repairs	Light supplies PAPI calibration	1,100		1100	1,100
283 - Runway & Taxi Repair	Pavement Crackfilling Roll Grass Runway	17,500	500		5,000 500
285 - Road Repair	Road Repair		81.77	81.77	
290 - Advertising	Advertising / Mailings				
310 - Office Supplies	Postage / Office Supplies	50	19.7	50	50

AIRPORT BUDGET		Budget	YTD	Estimated	Budget
Account Line Item	Narrative Description	2017	12/31/2017	2017	2018
320 - Training	Training / Seminars-WAMA Conf WAMA membership	240	100	100	240
330-Travel	mileage	30			30
340 - Operating Supplies		300	206.99	300	300
348 - Gas - diesel	Fuel for Machinery	4500	1419.11	4500	4,500
350 - Repair & Maint-Equipment		1500	2001.67	2002	2,000
360 - Repair & Maint-Buildings/Grounds		1800	307.26	1800	1,800
390 - Other Supplies/Expense		2500		2500	2,500
392 - Small Equipment	small equipment, tools, etc.	500		500	500
510 - Insurance	Liability \$2950 - Ace Group-Aero Storage Tank \$1590.32 - (Johnson) Property, Don-Rick (see Excel/GL/Ins Allocations)	7153.26	2589.58 1271.79	7153.26	7,300
Total Supplies and Services		128,710	36,648	87,030	113,128
<b>EXPENDITURES - Capital Outlay</b>					
821 - Land or Land Improvement	Runway Reconstruction/Widening				547,500
891 - Equipment Replacement Owner's Capital Fund Contribution		30000	7500	7500	30,000
Total Capital Outlay		30,000	7,500	7,500	577,500
<b>Total Expenses</b>		<b>173,417</b>	<b>47,993</b>	<b>109,237</b>	<b>705,629</b>

Petition Date: (All)

Project Summary: 10 Yrs

1) Runway Recon/widening

2) Fuel Farm

3) N. Parallel Taxiway

4) Terminal Bldg

5) Parking/Entrance Rd

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Capital Budget for Owner for 2018

Project Year	Description	Size of Improvement [5 acres or approach extension]	Revenue Source Block Grant	Discretionary	Entitlement	Sponsor	State	Grand Total
2017	01/19, property acquisition		243,000			13,500	13,500	270,000
	Runway 01/19 Recon & widen	146,500 SY, 4" bituminous, 59,000 lb aircraft	660,000	1,800,000	150,000	520,000	520,000	3,650,000
	Runway 01/19 Recon & widen Total		660,000	1,800,000	150,000	520,000	520,000	3,650,000
2017 Total			903,000	1,800,000	150,000	533,500	533,500	3,920,000
2018	Land Use Zoning Ordinance	reimbursement				2,000	2,000	40,000
	Flex Patch Parallel Taxiway	Parallel taxiway				2,000	2,000	40,000
	Flex Patch Parallel Taxiway Total					2,000	2,000	40,000
2018 Total						4,000	4,000	80,000
2019	Design North Terminal Area (Site plan)	fuel farm, term bldg, entrance rd, lights, sign				14,000	50,000	100,000
	Design North Terminal Area (Site plan) Total					14,000	50,000	100,000
2019 Total						14,000	50,000	100,000
2020	Design Lighted Security entrance	Enhance Security lighting				2,500	2,500	50,000
	Design Lighted Security entrance Total					2,500	2,500	50,000
	Redesign Auto Parking & entrance rd	20 (+/-) stall addition	72,900	4,050	4,050	4,050	4,050	81,000
	Redesign Auto Parking & entrance rd Total		72,900	4,050	4,050	4,050	4,050	81,000
	Design new Fuel Farm	2 grades	48,334	83	83	83	83	50,000
	Design new Fuel Farm Total		48,334	83	83	83	83	50,000
2020 Total			121,234	1,500	8,133	20,133	20,133	151,000
2021	Design North Parallel Taxiway (3A)	17,000 SY	99,167	8,334	8,334	8,334	8,334	189,334
	Design North Parallel Taxiway (3A) Total		99,167	8,334	8,334	8,334	8,334	189,334
	Relocate Fuel Farm	2 grades		450,000	25,000	25,000	25,000	500,000
	Relocate Fuel Farm Total			450,000	25,000	25,000	25,000	500,000
2021 Total			99,167	450,000	25,000	33,334	33,334	683,334
2022	Recon N Parallel taxiway & lighting (3A)	17,000 SY, 4" bituminous, 59,000 lb aircraft	983,333	150,000	8,334	8,334	8,334	1,130,000
	Recon N Parallel taxiway & lighting (3A) Total		983,333	150,000	8,334	8,334	8,334	1,130,000
2022 Total			983,333	150,000	8,334	8,334	8,334	1,130,000
2023	Design Terminal Building	100 x 200				8,250	8,250	166,500
	Design Terminal Building Total					8,250	8,250	166,500
2023 Total						8,250	8,250	166,500
2024	Construct Terminal Building	100 x 200				8,250	8,250	166,500
	Construct Terminal Building Total					8,250	8,250	166,500
2024 Total						8,250	8,250	166,500
2025	Reconstruct & Expand Auto Parking	20 stall addition				29,500	29,500	459,000
	Reconstruct & Expand Auto Parking Total					29,500	29,500	459,000
	Const Entrance Road Security Lights	Entrance and Volt Rd				16,000	84,000	80,000
	Const Entrance Road Security Lights Total					16,000	84,000	80,000
	Repair entrance road	Entrance Road				8,334	8,333	166,667
	Repair entrance road Total					8,334	8,333	166,667
2025 Total						54,834	101,833	705,667
2026	Wildlife Study	(blank)				300	300	6,000
	Wildlife Study Total					300	300	6,000
2026 Total						300	300	6,000
2027	Rwy 1 approach land acquisition	for extension and approach lights				16,200	16,200	390,000
	Rwy 1 approach land acquisition Total					16,200	16,200	390,000
	Expand south hangar area	storm drainage, site grading, paving				32,500	32,500	650,000
	Expand south hangar area Total					32,500	32,500	650,000
2027 Total						48,700	48,700	1,040,000
Grand Total			2,734,734	1,800,000	1,660,000	2,055,885	911,882	9,152,501