

Ordinance No. 800.01A

AIRPORT OPERATION ORDINANCE

TRI-COUNTY AIRPORT

Lone Rock, Wisconsin

AN ORDINANCE Establishing Airport Operation Policies and Land Use within the Boundaries of the Tri-County Airport.

The county boards of Sauk, Iowa, and Richland Counties do, under the authority of Wis. Stat. §§ 114.11 through 114.151, ordain as follows:

SECTION I – DEFINITION OF WORDS AND PHRASES.

- A. "Airport" means the Tri-County Airport located at E2525 County Road JJ, Spring Green, Wisconsin 53588.
- B. "Commission" means the Tri-County Airport Commission as established by the Owner, under Wis. Stat. § 114.14, which has jurisdiction for the construction, improvement, equipment, maintenance, and operation of the airport as set forth in SECTION III.
- C. "Corporate Hangar" means a building housing one or more aircraft for the personal or business use of the hangar owner or lessee, and wherein no commercial activities are allowed.
- D. "Fixed-Base Operator" means any person, firm, corporation, or association conducting any aeronautical business on the airport.
- E. "Hangar" means a building designed or used primarily for the housing or storage of aircraft.
- F. "Manager" means the person employed by the Commission as set forth in SECTION III.
- G. "Multiple T-Hangar" means a building composed of partitioned, nested units designed to house no more than one aircraft in each unit and having single door openings for each unit.
- H. "Owner" means Sauk, Iowa, and Richland Counties.

SECTION II – AIRPORT LAND USE. In order to regulate the development and use of the Airport, the Airport shall keep and update an Airport Layout Plan, as required.

SECTION III – AIRPORT COMMISSION AND MANAGER

A. Commission Organization.

1. The Commission shall consist of seven members, six of whom shall be supervisors appointed by the chairperson of the Sauk, Iowa, and Richland county boards (two from each county), subject to approval of the respective county boards. The seventh member shall be a regular airport user when appointed.
2. The terms of the county board supervisor members shall be determined by the county

boards appointing each member. Upon approval of the Commission and the county boards of the Owner, the airport user Commission member shall serve a term of three (3) years.

3. The compensation of the county board supervisor members shall be determined by the county boards appointing each member.
4. The Commission shall elect one supervisor member to serve as chairperson and one supervisor member to serve as secretary. The secretary shall keep an accurate record of all Commission proceedings and transactions and shall provide minutes detailing those proceedings and transactions to the Sauk, Iowa, and Richland county clerks.
5. Commission member votes shall be weighted as follows: Sauk County – twenty-four-and-one-half percent (24.5%) each, Iowa County twelve-and-one-half percent (12.5%) each, Richland County twelve-and-one-half-percent (12.5%) each and Airport user one percent (1.0%).
6. The airport user Commission member, subject to Commission guidance, shall actively promote and support the Airport and communicate Airport information with and from current and potential airport users and others.

B. Commission Authority and Duties. Subject to the limitations in Subsection C below:

1. The Commission shall have jurisdiction for the construction, improvement, equipment, maintenance, and operation of the Airport.
2. The Commission shall recommend regulations and fees or charges for the use of the Airport consistent with this ordinance. Such regulations, fees, and charges will be effective when approved by the Owner.
3. Sauk County shall hire an Airport Manager for the Airport and set the compensation, benefits, expense reimbursements to be paid. The Airport Manager shall be a Sauk County employee. Sauk County, with assistance of the Commission, shall establish performance review standards for the Airport Manager and Sauk County shall conduct annual performance reviews of the Manager with input from the Commission. The Commission shall reimburse Sauk County for the salary, employee benefits, and expenses paid by Sauk County to or on behalf of the Manager.
4. The Commission may hire and fix the compensation of independent contractors as necessary, including an independent contractor to perform essential Airport management functions during a temporary absence of the Airport Manager
5. The Commission may contract with the United States, State of Wisconsin or other governmental and non-governmental entities when necessary to fulfill its responsibilities for the construction, improvement, equipment, maintenance, or operation of the Airport.
6. The Commission, subject to approval of Owner, may contract with private parties for a term not to exceed five (5) years for the operation of the Airport, including all necessary arrangements for the improvement, equipment, and successful operation of the Airport.
7. The Commission shall procure and maintain in full force and effect insurance in forms and levels sufficient to protect the Owner, the Commission, individual members of the Commission, Airport employees and the Airport from any liability arising from the

operation of the Airport.

8. The Commission shall, in cooperation with the Sauk County Finance Department, establish an airport accounting system of sufficient detail to enable the Commission to accurately ~~establish~~ recommend rates and charges, eliminate inefficient operation and maintenance practices, and accomplish sound financial planning.
 9. The Commission shall, in cooperation with the Manager and Sauk County Finance Department, prepare and submit an annual report to the Owner. The report shall include current information on aircraft operations, based aircraft, airport expenditures and revenues, along with comparative figures for the past year, and projects for the coming year, and include other information deemed pertinent.
 10. The Commission shall prepare and submit to the Owner an annual budget setting forth anticipated revenues and expenditures, including capital improvements.
 11. The Commission shall prepare and submit for adoption by the Owner an ordinance establishing minimum requirements for the conduct of aeronautical services on the Airport and an ordinance regulating vehicle and pedestrian traffic on the Airport. Current and future ordinances submitted by the Commission and approved by the Owner are incorporated by reference and shall be deemed part of this Agreement as if set forth fully herein.
 12. The Commission shall approve and utilize standard leases and agreements for the various types of airport activities and land uses authorized in this ordinance.
 13. The Commission shall make studies and conduct surveys as appropriate to assist in improving the operation of the Airport. It shall cooperate with the Wisconsin Bureau of Aeronautics and the Federal Aviation Administration in airport and system planning functions and other activities.
 14. The Commission shall cooperate with, and receive the cooperation of, all departments of the Owner providing services or assistance to the airport.
 15. The Sauk County Corporation Counsel shall serve as legal counsel for the Commission. The Commission may engage other non-legal professional services when necessary for the Airport.
- C. Limitations on Commission Authority. The exercise of authority by the Commission under Subsection B above shall be subject to all of the following conditions:
1. The Commission shall preserve public access and use of the Airport and the public may in no case be deprived of equal and uniform use of the Airport.
 2. The Commission is not a subunit of Owner and no act, contract, lease, or any activity of the Commission shall be or become binding on or deemed an act of Owner unless specifically authorized by Owner, and then only to the extent specifically authorized.
 3. The Commission is a governmental body. The Commission and its members shall comply with all laws applicable to governmental bodies and public officials. No member of the Commission may vote on the question of his or her selection as Manager nor on any question as to his or her compensation.

D. Manager Authority and Duties. The Airport Manager shall have the following authority and duties:

1. The Manager, under the supervision of the Commission, shall have the duty of administering and enforcing all airport ordinances, leases and agreements, and rules and regulations. The Manager shall have authority to sign leases and other documents that have been approved by the Commission.
2. The Manager, under the supervision of the Commission, shall be responsible for day-to-day operations at the Airport and shall have the authority to make Commission-budgeted expenditures of \$10,000 or less per item without further pre-authorization by the Commission.
3. The Manager shall meet with the Commission at the Airport at least once each calendar quarter to inspect the Airport facilities, review Airport operations and financial matters, and discuss proposed Airport development and other business.
4. The Manager shall provide a written report to the Sauk, Iowa, and Richland County Boards on no less than a quarterly basis.
5. The Manager shall, in cooperation with the Commission and Sauk County Finance Department, prepare and submit an annual report to the Owner. The report shall include current information on aircraft operations, based aircraft, airport expenditures and revenues, along with comparative figures for the past year, and projects for the coming year, and include other information deemed pertinent.
6. The Manager shall have such other duties and responsibilities as may be specified in the Airport Manager job description.

SECTION IV – AIRPORT OPERATION POLICIES

The Commission, in carrying out its duties and responsibilities, shall adhere to the following policies:

- A. The Commission shall encourage the development of the Airport, especially in those areas where substantial building costs are incurred by lessees, by approving long- term leases which provide for the reexamination and readjustment of rates and charges at specified periods of time during the term of the lease.
- B. The Commission may provide utility service infrastructure up to a lessee's property line. The lessee shall bear such costs on his leased property.
- C. No person shall engage in any business or commercial activity whatsoever on Airport property unless specifically authorized in writing by the Commission. Lessees shall be selected on the basis of their qualifications, financial capabilities, and services offered; and not solely by bid basis. In determining the use of public building space, first consideration shall be given to public necessity and convenience. The Commission will provide the Wisconsin Bureau of Aeronautics with a complete copy of each current lease and agreement, if required by law.
- D. Buildings to be constructed by lessees shall conform to all state and local building codes, and the building plans shall be subject to the approval of the Commission; Wisconsin Department of Industry, Labor, and Human Relations; Wisconsin Bureau of Aeronautics; and the Federal Aviation Administration.

- E. Only the Airport Manager or designees thereof, with Commission authorization, may engage in the activity of storing, transporting, or dispensing of aviation fuels to the general public. Aircraft owners and operators may fuel their own aircraft.
- F. Aircraft ground access to the Airport property shall not be allowed, except from an approved Airport Industrial Park as depicted on the Airport Layout Plan.
- G. Tobacco smoking, e-cigarette use, alcohol consumption, and illegal use of drugs is prohibited on Airport grounds. All persons shall comply with all applicable federal, state, and FAA statutes, rules, and regulations while on Airport grounds.

SECTION V – AIRPORT OWNERSHIP AND FUNDING

- A. Airport Ownership. Subject to all other provisions pertaining to ownership interests contained within this section and Section VII, ownership interest in all Airport assets shall be apportioned between the member counties as follows: Sauk County forty-nine percent (49%), Iowa County twenty-five-and-one-half percent (25.5%) and Richland County twenty-five-and-one-half percent (25.5%).
- B. Airport Funding.
 - 1. County Appropriations. All moneys appropriated for the construction, improvement, equipment, maintenance or operation of the Airport, as managed by the Commission, or earned by the Airport or made available for its construction, improvement, equipment, maintenance or operation in any manner whatsoever, shall be deposited with the Treasurer of Sauk County, where it shall be kept in a special fund and paid out only on order of the Commission, drawn and signed by the secretary and countersigned by the chairperson of the Commission.
 - a. Annual Operating Expenses. The county board of each county Owner shall appropriate on an annual basis the monetary amount requested by the Commission for annual operating expenses in the upcoming year in the following proportions: Sauk County forty-nine percent (49%), Iowa County twenty-five-and-one-half percent (25.5%) and Richland County twenty-five-and-one-half percent (25.5%).
 - b. Capital Expenditures. In addition to the appropriation for annual operating expenses, the county board of each member county shall appropriate on an annual basis an amount designated by the Commission to be set aside in an Airport capital expenditures account, which shall be reserved for future maintenance and construction projects exceeding \$5000.00 in total cost and with a life expectancy of not less than five (5) years.
 - 2. Any private monetary contributions to the Airport shall be applied to the Airport capital expenditures account unless otherwise specifically designated by the contributor at the time the contribution is made.
 - 3. Failure to Fund. Failure of a county Owner to fully fund the Airport as required by Paragraph 1 of this section shall be deemed a material breach of a member county's financial obligations to the Airport. Upon such a breach, the non-breaching counties may, by resolution passed by the county boards of both non-breaching counties, expel the breaching member county from the Airport. In the event of expulsion, the expelled

county's assets in the Airport shall be forfeited in equal shares to the remaining member counties. The expelled member county shall remain liable for all state or federal funds previously spent or committed to the Airport on a cost-share basis.

SECTION VI – COOPERATION

Owner counties shall, in a timely and constructive manner, cooperate to resolve drainage and other issues related to but outside of the physical boundaries of the Airport property that significantly impact the operation or viability of the Airport.

SECTION VII – NOTICES

The County Clerks of the Owner counties shall be the designated points of contact for any written notices or reports required under this ordinance.

SECTION VIII – WITHDRAWAL AND DISSOLUTION

A. Withdrawal.

1. Authority for Withdrawal. As permitted by Wis. Stat. § 114.151, the county board of any participating member county of the Airport may by resolution withdraw from and relinquish its interest in the joint operation and control of the Airport.
2. Procedure for Withdrawal. If a member county wishes to withdraw from the Airport, it shall provide written notice to each member county of its intent to do so by no later than July 1. Upon receipt of this notice, the other member counties will have 60 days in which to file a corresponding notice of intent to withdraw from the Airport. Any withdrawal must be formalized by action of the withdrawing county's board by no later than October 1 in the calendar year notice of intent to withdraw is given, and the withdrawal shall have an effective date of January 1 of the next calendar year.
3. Rights and Liabilities Upon Withdrawal. A withdrawing county shall remit by December 1 all unpaid appropriations for the calendar year in which notice of intent to withdraw is given. A withdrawing county shall remain liable for and shall remit timely payment of any appropriation obligation incurred prior to withdrawal for future Airport projects but only for the amount obligated as of July 1. A withdrawing county shall relinquish all current and future interests in and claims related to the Airport. The remaining member counties shall assume liability for all state or federal funds previously spent or committed to the Airport on a cost-share basis.
4. Continued Operations. In the event of withdrawal by a member county, membership of the withdrawing county on the Commission shall cease on the effective date of withdrawal. The Airport shall not be dissolved upon the withdrawal of a single member county but shall continue to operate in accordance with the provisions of the Airport Operation Ordinance and any other ordinances adopted by the Owner pertaining to operations at the Airport, which shall be subject to revision, as necessary, with approval of the county boards of the remaining members of the Airport.

B. Dissolution.

1. Procedure For Dissolution. The Airport and Commission may be dissolved upon mutual agreement and resolution by the county board of all members of the Airport or if the county

boards of at least two member counties resolve to withdraw from and relinquish their interest in the joint operation and control of the Airport.

2. Action Upon Dissolution. Upon action triggering dissolution of the Airport, a meeting of the Commission or its remaining members shall be called to determine whether the Airport shall continue to operate, and if not, to adopt a plan for closure and liquidation.
 - a. Continued Operation Upon Dissolution. If a single member county chooses to continue operations at the Airport, all assets and liabilities of the Airport shall be transferred to that operating county, and the Commission shall be dissolved. Each withdrawing county shall remit by December 1 all unpaid appropriations for the calendar year in which dissolution occurs. Each withdrawing county also shall remain liable for any appropriation obligation incurred prior to withdrawal for future Airport projects but only for the amount obligated as of July 1. The operating county shall assume liability for all state or federal funds previously spent or committed to the Airport.
 - b. Closure of Airport. In the event the decision is made to close the Airport, notice shall be given to all tenants of the Airport in accordance with the terms of their lease agreements. Upon closure, the assets of the Airport shall first be used for the payment of debts and obligations of the Airport. Remaining assets, if any, shall be distributed to the then-existing member counties of the Airport in ratio to past contributions by each member. Unless otherwise agreed upon or dictated by contract, member counties at the time of dissolution shall share equally all outstanding liability for state or federal funds spent or committed to the Airport prior to July 1, 2019 on a cost-share basis. Unless otherwise agreed upon or dictated by contract, member counties at the time of dissolution shall share all outstanding liability for state or federal funds spent or committed to the Airport after June 30, 2019 on a cost-share basis in the following proportions: Sauk County forty-nine percent (49%), Iowa County twenty-five-and-one-half percent (25.5%) and Richland County twenty-five-and-one-half percent (25.5%).

- C. Cooperation Required. In the event of withdrawal from or dissolution of the Airport, all member counties agree to cooperate in the drafting and execution of any documentation necessary to effectuate the withdrawal or dissolution.

SECTION IX – SUPERSEDING EFFECT

Owner expressly intends, without reservation, this ordinance to supersede upon adoption any prior ordinance, agreement or understanding of Owner with respect to the matters addressed.

SECTION X – SEVERABILITY

The several provisions of this ordinance shall be deemed severable, and it is expressly declared that the Owner would have passed the other provisions of this ordinance, irrespective of whether or not one or more provisions may be declared invalid. And, if any provision of this ordinance or the application or circumstances is held invalid, the remainder of the ordinance and the application shall not be affected.