CITY OF WISCONSIN DELLS MEETING AGENDA

MEETING DESCRIPTION: FINANCE COMMITTEE

DATE: TUESDAY, OCTOBER 11, 2016 TIME: 1:30P.M. LOCATION: MUNICIPAL BUILDING COUNCIL CHAMBERS - 300 LA CROSSE STREET, WISCONSIN DELLS, WI 53965

	COMMITTEE MEMBERS		
	Ald. Brian Holzem – Chair	Ald. Mike Freel	
	Mayor Brian Landers	Ald. Dar Mor	

AGENDA ITEMS	
1	CALL TO ORDER, ATTENDANCE NOTED
2	APPROVAL OF THE OCTOBER 4, 2016 MEETING MINUTES
3	RECONSIDERATION OF PRIOR DECISION/DISCUSSION/DECISION ON RECOMMENDED FUNDING OPTION FOR BARABOO-WISCONSIN DELLS AIRPORT RUNWAY RECONSTRUCTION/WIDENING PROJECT; AND/OR DISCUSSION/DECISION ON CITY'S PARTICIPATION IN OWNERSHIP OF THE AIRPORT AND INTER-GOVERNMENTAL AGREEMENT FOR OPERATION OF THE BARABOO-WISCONSIN DELLS AIRPORT
4	CONTINUED PRESENTATIONS BY DEPARTMENT HEADS ON THEIR PROPOSED 2017 OPERATING AND CAPITAL OUTLAY BUDGETS
5	ANY OTHER COMMENTS OR DISCUSSION ON THE 2017 BUDGET
6	ADJOURN
	ALD. BRIAN HOLZEM, CHAIRMAN
	POSTED: 10/07/2016

Open Meetings Notice: If this meeting is attended by one or more members of the Common Council who are not members of this committee, their attendance may create a quorum of another city commission, board or committee under the Wisconsin Open Meetings Law; However, no formal action will be taken by any governmental body at the above stated meeting other than the body, committee, commission, or board identified in this meeting notice. Please be advised that upon reasonable notice, the City of Wisconsin Dells will furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in meeting activities.

Baraboo-Wisconsin Dells Airport

ITEM 3

Runway Reconstruction/Widening Project

Potential Funding Sources

August, 2016

Alternative A = Reconstruction of existing footprint at B-II standards

Alternative C = Reconstruction and widening from 75' to 100' Hybrid of C-II standards for 100' runway, but B-II standards for other features

Local Funding Requirement of options:

Option	Cost Estimate	Local Share	Each Owner	Completion
A	$2.9M	145,000	36,250	2018
C	$3.7M	945,000	236,250	2018

1. Is there local funding available for widening as detailed in Alternative C and where will this funding come from?

Local Funding options to be considered:

	Option	Explanation
1	Payment up front by Owners	Owners each contribute equally ¼ of the local share upfront.
2	Installment payments to Third Party	Project costs are paid by third party and owners make annual installment payments in equal shares. (Qualifies as GO debt and can be included in the levy limit.)
3	Installment payments to Investment Authority	One owner community with sufficient cash reserves lends funds for project to the 4 owners who make annual installment payments back to Investment Authority. (For the lending community, this is treated as an investment and the borrowing communities treat it as GO debt which can be included in their levy limits.)
4	Installment payments to Borrowing Authority	One owner borrows all project costs and the other owners issue a note payable to the Borrowing Authority. Other owners make annual installments to the Borrowing Authority and budget for their share of debt service. (Qualifies as GO debt and can be included in the levy limit.)
5	General Obligation Debt as Individual Owners	Each community borrows the needed funds as a general obligation debt and budgets in subsequent years for the debt service. (Qualifies as GO debt and can be included in

		the levy limit.)
6	General Obligation Debt as Airport Commission	Cannot be accomplished since the Commission does not have direct taxing authority.
7	Contributions from Airport Patrons (private funds)	Communities accept donations from outside sources towards the runway improvements.
8	Capital Contribution Identified in Intergovernmental Agreement (Current Agreement expires in 2023—would need to extend agreement to cover term of debt)	Owners amend the Intergovernmental Agreement, agreeing to an increase in the annual capital contribution to cover future debt service payments.
9	Tourism Tax	Revenue stream available to 2 of 4 owners
10	Other Ideas?	

BARABOO – WISCONSIN DELLS AIRPORT
Runway 1/19 Reconstruction Alternatives Matrix

Alternative A	Alternative B	Alternative C
• 75'wide runway • B-II design standards	• 100' wide runway • C-II design standards	• 100' wide runway = C-II design standards • B-II design standards for other features • Hybrid mix of design standards
• Length remains same @ 5,010'	• Length remains same @ 5,010'	• Length remains same @ 5,010'
• Eligible for state and federal funding as B-II	• **Need justification to meet eligibility for state and federal funding as C-II**	• 75' of pavement would be eligible for state and federal funding as B-II • 25' of pavement would be locally funded
•	• User study and projections needed to justify 500 annual operations by "C" aircraft	•
•	• Master Plan generally required by FAA to document need for upgrading to serve "C" aircraft • Change in the class of aircraft being served is a triggering event that requires Master Plan	•
• No Environmental Study required as the construction footprint for the project is not changing from existing conditions.	• Environmental Study after Master Plan • Change in the class of aircraft being served is a triggering event that requires Environmental Study	• Small Environmental Study required because construction footprint is slightly wider than existing conditions
• No Runway Protection Zone (RPZ) Analysis required. No change in class of aircraft being served	• Runway Protection Zone (RPZ) Analysis. Change in the class of aircraft being served is a triggering event that requires RPZ Analysis or RPZ must be owned in fee by Airport and be free of objects and incompatible land uses	• No Runway Protection Zone (RPZ) Analysis required. FAA funding only "B" class of aircraft and therefore no change in class of aircraft being served

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Alternative A	Alternative B	Alternative C
• See sketch to show relationship to the Airport environs • There are no direct impacts or consequences anticipated with the reconstruction. ✓ The RPZ for Runway 19 approach contains North Reedsburg Road. A reconstruction project with the same footprint does not trigger the requirement for the RPZ to be a completely free of objects and incompatible land uses ✓ The Airport should upgrade the Clear Zone Easement (CZE) in the approach to Runway 1 to eliminate the irrigation equipment in the RPZ and CZE	• See sketch to show relationship to the Airport environs • Anticipated Impact and consequences of change to "C" aircraft standards. Dimensional standards for "C" aircraft are generally wider and longer than "B" aircraft. Runway is currently built to "B" standards. ✓ Runway Protection Zone (RPZ) size increases and North Reedsburg Road is located in the RPZ of Runway 19. North Reedsburg Road would have to be closed or relocated outside the RPZ or the runway would have to be shifted south to remove the road from the RPZ. There are no plans to close or relocate the Road, therefore the graphics show the runway shifted south. ✓ Shifting the RPZ south requires the end of the runway to be shifted south approximately 825' ✓ Shifting the runway south requires approximately 825' of new runway and taxiway pavement and removal of the old pavements. ✓ Runway Safety Area (RSA) size increases which will require additional grading of a much larger area to FAA standards both off the runway ends and along the runway. ✓ Shifting the runway south would require additional land acquisition. ✓ Shifting the runway south moves the Runway 1 RPZ south, bringing Pit Road into the RPZ. Pit Road would need to be relocated outside the RPZ	• See sketch to show relationship to the Airport environs • There are no direct impacts or consequences anticipated with the reconstruction. ✓ The RPZ for Runway 19 approach contains North Reedsburg Road. A reconstruction project with the same footprint does not trigger the requirement for the RPZ to be a completely free of objects and incompatible land uses ✓ The Airport should upgrade the Clear Zone Easement (CZE) in the approach to Runway 1 to eliminate the irrigation equipment in the RPZ and CZE

Alternative A	Alternative B	Alternative C
	✓ Shifting the runway south may require additional obstruction removal ✓ The localizer for the Runway 1 approach may need to be relocated or a new unit installed because the runway is shifted south approximately 825' ✓ New approaches to both runway ends would be required. This effort would require following FAA AGIS process.	
Timetable– years are cumulative ~~✓ Justification to meet funding eligibility~~ ~~✓ Airport Master Plan~~ ~~✓ Environmental Study~~ ~~✓ RPZ Analysis~~ ~~✓ ALP Update~~ ~~✓ Land Acquisition~~ **✓ Design 1 year** ~~✓ New approaches~~ **✓ Construction +1year**	Timetable – years are cumulative ✓ Justification to meet funding eligibility ✓ Airport Master Plan ≥ 2 years ✓ ALP Update w/ Master Plan ✓ Environmental Study ≥-2 years ✓ RPZ Analysis at same time as Environmental ✓ Land Acquisition ≥ 1 year after approved Environmental document ✓ Design +1 year after approved Environmental document ✓ New approaches to Runway 2 years, occurs concurrently with design & construction ✓ Construction +1 year	Timetable– years are cumulative ~~✓ Justification to meet funding eligibility~~ ~~✓ Airport Master Plan~~ ~~✓ Environmental Study~~ ~~✓ RPZ Analysis~~ ~~✓ ALP Update~~ ~~✓ Land Acquisition~~ **✓ Design 1 year** ~~✓ New approaches~~ **✓ Construction +1year**
	Runway 1/19 is in poor condition and needs to be reconstructed in the near future, and the lighting system is very old and needs replacement. Alternative B which requires the funding justification process, a Master Plan, ALP, RPZ analysis, environmental documents, and land acquisition) could take up to 10 years, a time frame that the existing pavement and lighting system may not survive.	

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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 Geibel Date signed: 12-21-07
Marvin ~~Geibel~~, GIEBEL
Town Chair

BY: Carol Wormet
Carol Wormet
Town Clerk

VILLAGE OF LAKE DELTON

BY: Date signed: 12-14-07
Frank Kaminski
Village President

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

CITY OF WISCONSIN DELLS

BY: _____ Date signed: 12/24/07
Eric Helland
Mayor

BY: _____
Dale Darling
City Clerk

CITY OF BARABOO

BY: _____ Date signed: 12/27/07
Patrick J. Liston, Mayor

BY: _____
Cheryl M. Giese, City Clerk