

NOTICE OF PROPOSED GUIDANCE DOCUMENT

DTIMBOA29

Pursuant to Wis. Stat. s. 227.112, the Wisconsin Department of Transportation is hereby seeking comment on DTIMBOA29, a proposed guidance document.

PUBLIC COMMENTS AND DEADLINE FOR SUBMISSION

Comments may be submitted to the Wisconsin Department of Transportation for 21 days by:

1. Department's website: <https://appengine.egov.com/apps/wi/dot/guidance-docs?guidDocId=DTIMBOA29>

2. Mailing written comments to:

Division of Transportation Investment Management
Wisconsin Department of Transportation
4822 Madison Yards Way
PO Box 7913
Madison, WI 53707-7913

WEBSITE LOCATION OF FINAL GUIDANCE DOCUMENT

The final version of this guidance document will be posted at wisconsin.dot.gov to allow for ongoing comment.

AGENCY CONTACT

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AIRPORT MANAGER'S AGREEMENT

THIS AGREEMENT, made and entered into this _____ day _____ of , 20____, by and between the _____ of _____, State of Wisconsin, a municipal corporation existing by and under the authority of the laws of the State of Wisconsin, hereinafter referred to as the Owner, and _____, hereinafter referred to as the Manager.

WHEREAS, the _____ of _____ owns and operates an airport known as the _____, and Manager is desirous of entering into a contractual arrangement for the management of the airport.

WHEREAS, the Owner, insofar as relationships are concerned in this Agreement, shall mean _____ and its Airport (Committee/Commission) or its successors, unless otherwise specifically provided.

NOW THEREFORE, in consideration of the salary and other employee benefits and agreements herein contained, the Manager does hereby agree to assume responsibility for management of the _____ Airport, upon the following terms and conditions:

1. It is understood and agreed that nothing in this agreement shall be construed to authorize or grant to the Manager any exclusive right or privilege in connection with any business or activity on the airport in which the Manager may have an interest or association.

2. The Owner does hereby agree to pay the Manager for such management services the cash sum of \$ _____ per _____. Furthermore, the Manager is entitled to and shall receive the following employee benefits:

3. The term of this Agreement shall be for a period from _____, 20____ to _____, 20____, unless sooner terminated as provided in paragraph 8. Furthermore, this Agreement shall be renewed automatically for a period of _____ years, unless six months written notice is given to the Manager by the Owner.

4. Under policy established by the Owner, the Manager is in charge of, and is responsible for, the administration, operation and maintenance of the _____ Airport. The Manager, as part of his duties and responsibilities, shall:

- 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 Owner or purchase, small equipment and supplies required in daily operation and maintenance; recommend the purchase of new equipment and other expenditures exceeding \$100.00; keep a complete and accurate record of all maintenance

work performed on the airport, and make such reports to the Owner as may be required at such time and in the form requested by the Owner.

b. Determine current and potential program needs and prepare plans to fill these needs; make recommendations for current and future development of aviation facilities; coordinate all development and improvement with the proper local, state and federal agencies, engineers, architects and other professionals, aviation organizations, and public interest groups;

c. Recommend to the Owner 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; assure enforcement of all ordinances and regulations concerning the airport;

d. Serve as a liaison between the Owner and the airport users and lessees relative to the preparation, negotiation, rates and charges, and terms of leases and agreements;

e. 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;

f. Establish appropriate airport accounts, prepare periodic and special operations and financial reports, including annual budget requests for the Owner;

g. Supervise the operating, maintenance, security, fire prevention, safety and custodial personnel;

h. Be responsible for coordinating and directing the timely and efficient snow plowing operation, as provided by the Owner or by written assignments and procedures with other city/county departments, or contractors;

i. Be responsible for notifying the Federal Aviation Administration Flight Service Station promptly of all conditions affecting the safe use of the airport;

j. Participate in conferences and meetings of aeronautical and civic organizations for the promotion of aviation activity in the community; give talks on airport progress and service; coordinate the plans and assure safe operating procedures are followed for air shows, demonstrations and exhibitions at the airport.

5. The Manager for himself, his 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 Manager 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.

6. The Manager shall not assign or delegate any of his duties or responsibilities under this Agreement without the prior written approval of the Owner.

7. The schedule of days and hours during which the Manager shall normally be in attendance at the airport shall be reasonable and established by the Owner, with re-evaluation from time to time, as needed.

8. In the event that the Manager fails to comply with the terms and conditions of this Agreement, the Owner shall notify the Manager, in writing, of the alleged violation of this Agreement and, if the violation has not been corrected within 30 days from the date of the alleged violation or if the Owner has other reasonable and just cause, this Agreement may be terminated by the Owner upon thirty days written notice. The Manager may terminate this Agreement at any time upon giving not less than thirty days written notice to the Owner.

9. Any controversy or claim arising out of or relating to this Agreement or any alleged breach thereof which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.
