

CHIPPEWA VALLEY REGIONAL AIRPORT OWNERSHIP AND OPERATION AGREEMENT

This agreement outlining the operation and ownership of the Chippewa Valley Regional Airport 'Airport' is made and entered into by and between Chippewa County and Eau Claire County pursuant to Wis. Stat. §§114.151 and 66.0301.

(1) ESTABLISHMENT OF AN AIRPORT COMMISSION. There is established effective January 1, 1991, pursuant to Wis. Stat. §114.14(2) an Airport Commission in which shall be vested jurisdiction for the construction, improvement, equipment, maintenance, operation, and promotion of the Airport. Effective January 1, 1999 this agreement shall govern the operation of the Airport.

(2) MEMBERSHIP OF THE AIRPORT COMMISSION. The Chippewa Valley Regional Airport Commission 'Commission' shall consist of seven (7) members. The Eau Claire County Board Chair shall appoint one County Board Supervisor and three (3) citizen members. The Chippewa County Board Chair shall appoint one (1) County Board Supervisor and two (2) citizen members. The period of appointment for the two County Board Supervisors and one (1) citizen member appointed by the Eau Claire County Board Chair from either Eau Claire or Chippewa County shall be two (2) years commencing April in even-numbered years. The remaining four (4) members shall be citizens and residents of Eau Claire County or Chippewa County appointed by the Eau Claire County and Chippewa County Board Chairs respectively and approved by their respective County Boards for two (2) years commencing April in odd-numbered years. All members may be reappointed.

(3) COMMISSIONER QUALIFICATIONS AND VACANCIES. The Commissioners shall be persons with skills in management and interest in aeronautics. The Commissioners will contribute a mix of managerial and professional skills in areas such as marketing, public relations, finance, law, engineering, general management and entrepreneurship. Commissioners shall be residents of Eau Claire or Chippewa Counties and shall not have a financial interest in the Airport of more than \$15,000 in any year as set forth in Wis. Stat. §946.13. Commissioners shall comply with the provisions of the Eau Claire County Ethics Code contained in Chapter 3.50 of the Eau Claire County Code. Commissioners are required to declare any conflict of interest under Chapter 3.50 prior to discussion of an agenda item and abstain from the discussion or voting on that agenda item. Annual vacancies shall be noticed publicly with a list of nominees provided to the appropriate County Board Chair prior to consideration of any Commission appointment. Should any Commissioner no longer meet the qualifications for appointment, the Commissioner's seat shall be declared vacant. Any Commissioner failing to attend three (3) regular meetings in a six (6) month period may be removed by the appointing County Board Chair. Mid-term vacancies may be filled from a list of citizens who have applied for annual vacancies but have not been selected, or through a separate public notice, or by using both.

(4) AIRPORT SECRETARY AND CHAIR. At the annual meeting the Commission shall elect one member chair, one member vice-chair and one member secretary. The chair shall not be a County Board Supervisor. The secretary shall keep an accurate record of all the proceedings and transactions of the Commission and send copies of the minutes to the Eau Claire and Chippewa County Clerks. The Commission shall have the powers and duties established under Wis. Stat. ch. 114 as more specifically enumerated herein.

(5) AIRPORT MANAGEMENT/MONIES. The Commission shall have complete and exclusive control and management of the Airport. All monies appropriated for the construction, improvement, equipment, maintenance, operation, or promotion of said Airport or earned by such Airport or made available for its construction, improvement, equipment, maintenance, operation, or promotion in any manner whatsoever shall be deposited with the Treasurer of Eau Claire County where such monies shall be kept in a non-lapsing enterprise fund and paid out only on order of the Commission. No Airport enterprise monies will be returned to Chippewa or Eau Claire Counties without approval of both county boards.

(6) AIRPORT MANAGER. The Commission may employ and fix the compensation of an Airport Manager who shall not be a member of the Commission. The Commission may employ and fix the compensation of such other employees as may be deemed necessary. All Airport employees shall be Eau Claire County employees and subject to the personnel policies and practices of Eau Claire County.

(7) CONTRACTING AUTHORITY. The Commission is expressly authorized to execute such contracts, leases, or other agreements as it deems necessary for the construction, improvement, equipment, maintenance, operation, or promotion of the Airport, subject to the normal budgetary procedures of Eau Claire County. Such Commission may contract with the United States, the State of Wisconsin, any municipality, or any agency thereof and may petition in the name of Eau Claire County, for such state, federal, or municipal aid as may be available for airport purposes, and after resolution certifying the availability of local funds, or appropriation of such funds, may execute agency agreements, contracts, and all other documents necessary to the project.

(8) COMMISSION POWERS. The Commission shall have the power to do all acts and things necessary for the promotion of the business and the general welfare of the Airport in order to carry out the powers, duties, and responsibilities imposed by this provision or any other laws. The Commission will abide by the Ethics Code of Eau Claire County, Chapter 3.50 of the County Code.

(9) PARTICIPATION OF OTHER MUNICIPALITIES. In recognition of the role of the Airport as the air carrier airport for the entire Chippewa Valley Region, other counties or municipalities within the region will be invited to participate on terms and conditions to be established by the Commission.

(10) COMMISSION BYLAWS. The Commission shall prepare bylaws for the conduct of its business, consistent with this Agreement. If there is ever conflict between the Bylaws and this Agreement, the terms of the Agreement will prevail. .

(11) COMMISSION BUSINESS PLAN. The Commission shall prepare a business plan with a five-year horizon that shall be up-dated annually. Such plan shall include marketing and public relations programs to pursue promotion objectives. Such programs shall be costed separately from the operations and capital improvements budget and include estimates of increased revenue to be achieved and of regional economic benefits.

(12) COMMISSION MEETINGS. The Commission shall meet at least once per month and shall report either orally or in writing as requested to the Eau Claire County Committee on Administration and the Chippewa County Economic Development Committee. Compensation for

citizen members shall be set forth as in Section 3.20.080 B. of the Eau Claire County Code. County board member per diems shall be established and paid by the respective county boards.

(13) AUDIT OF COMMISSION'S FINANCIAL RECORDS. The Commission's financial books and records shall be audited as part of the Eau Claire County annual audit. The Commission's financial books and records shall be open to audit by the Eau Claire County Finance Director or the Chippewa County Auditor upon request and two business days advance notice.

(14) COMMISSION APPROPRIATIONS RESTRICTIONS. The Commission shall not overdraw the annual appropriations as established by the Eau Claire County Board of Supervisors for operating and capital expenditures. Unfunded mandates and contingencies that would overdraw these annual appropriations shall be paid from reserves established in the Airport enterprise fund or through the annual budget process. Expenditures in excess of these limits require approval of the Eau Claire County Board. If such expenditures require bonding, then the Chippewa and Eau Claire County Boards shall all vote on participation in the bonding pursuant to the percentages as reflected by the dollar amounts set forth in 15 below.

(15) COUNTY FUNDING PARTICIPATION. Effective January 1, 2021, Eau Claire County and Chippewa County will contribute base amounts equivalent to 1% more than their 2020 contributions and effective January 1, 2023 1% more than their 2022 contributions.

<u>YEAR</u>	<u>CHIPPEWA COUNTY CONTRIBUTION</u>	<u>EAU CLAIRE COUNTY CONTRIBUTION</u>
2019	\$130,271	\$399,030
2020	\$130,271	\$399,030
2021	\$131,574	\$403,020
2022	\$131,574	\$403,020
2023	\$132,890	\$407,050

The Chippewa County contribution shall be applied toward debt service and capital projects.

Any excess operating funds from 2018 shall be carried over to 2019.

(16) FINANCIAL RECORDS, BUDGETING PROCESS, CONTRIBUTION PAYMENTS. Eau Claire County will keep the financial records of the Airport. Proposed subsequent year Airport budgets will be sent to Chippewa County by September 1 of the current year to facilitate the county budgeting process. Annual audits reflecting Airport operations will be sent to Chippewa County by July 31 of the subsequent year. Chippewa County will receive timely interim financial information from Eau Claire County upon request. Chippewa County will make two semiannual contribution payments to Eau Claire County on March 15 and September 1 of each budget year pending receipt of the above financial information.

(17) OPTION TO PURCHASE. Chippewa County has a limited and exclusive option to purchase an interest in the real and personal property of the Airport for (\$1.00) One Dollar and other valuable consideration. Said option to purchase is exclusive, in that it may only be exercised by the Chippewa County Board of Supervisors during the time period, and subject to the conditions set forth below. Said option to purchase allows Chippewa County to purchase a portion of the real and personal

property of the Airport as a tenant in common. During the time that Chippewa County is able to exercise its limited option to purchase, Eau Claire County cannot, without a prior breach of the terms of this Agreement, or the failure on the part of Chippewa County to make payment in full as set in this Agreement, refuse to transfer the property to Chippewa County. However, if Chippewa County is in breach and/or has not made all of the payments as set forth in the terms of this Agreement, then Eau Claire County does not have to honor Chippewa County's option to purchase. The parties agree the following are conditions precedent to the exercising of the option to purchase:

- (a) Prior to the expiration of the time period set forth below in paragraph (b) for Chippewa County to exercise its option to purchase, the parties will either renew this Agreement, or execute a new ownership and operation agreement for a period of not less than five (5) years.
- (b) Chippewa County may only exercise its option to purchase during the time period of January 1, 2023 to September 1, 2023, with the transfer of property becoming effective on January 1, 2024.

If Chippewa County chooses to exercise its option to purchase, its ownership interest in the property of the Airport will be determined by comparing Chippewa County's equalized valuation on a pro rata basis to the total equalized valuation of Chippewa County and Eau Claire County with the percentage of the property transferred to Chippewa County equal to the amount of equalized value established for the 2023 budget year.

(18) **EFFECTIVE DATE OF AGREEMENT.** This agreement shall become effective on January 1 of the year following passage of authorizing resolutions by the Chippewa County Board and the Eau Claire County Board, as evidenced by certified copies of its County Board resolutions. This agreement is for a term of five years and may be renewed for future years upon mutual agreement by all parties. Negotiations for a successor Agreement shall commence on or before March 1, 2023, with ratification by all parties to the successor Agreement on or before September 1, 2023.

(19) **WAIVER OF BREACHES.** No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

(20) **APPLICABLE LAW.** This contract shall be governed under the laws of the State of Wisconsin and is made at Eau Claire County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be exclusively in Eau Claire County Circuit Court.


(21) **NON-ASSIGNMENT OF AGREEMENT.** The parties agree that there shall be no assignment of transfer or this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

(22) **MODIFICATIONS TO AGREEMENT.** There shall be no modifications to this Agreement, except in writing, signed by all parties.

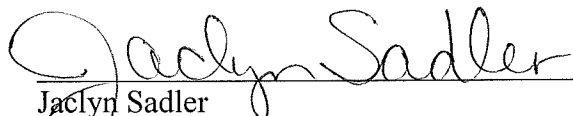
(23) INTEGRATION OF AGREEMENT. The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral, and all negotiations as well as any previous agreements presently in effect between the parties relating to the subject matter.

All parties hereto having read and understood the entirety of this Agreement consisting of five (5) typewritten pages hereby affix their duly authorized signatures.

CHIPPEWA COUNTY BY:


Anson Albarado
Chippewa County Board Chair

12/12/17
(Date)



Jaclyn Sadler
Chippewa County Clerk

12/12/17
(Date)

EAU CLAIRE COUNTY BY:


~~Gregg Moore~~ Collen Bates
Eau Claire County Board Chair Vice Chair

12/5/2017
(Date)


Janet Loomis
Eau Claire County Clerk

12/5/2017
(Date)