U.S. Department
of Transportation
**Federal Aviation
Administration**

Office of Airport Safety and Standards

800 Independence Ave., SW.
Washington, DC 20591

MAY 23 1997

CERTIFIED-RETURN RECEIPT

Mr. Gilbert F. Pollnow, Ph.D. ✓
103 W. South Park Avenue
Oshkosh, WI 54901

Mr. Carl Sosnoski, Jr.
3040 Knapp Street Road
Oshkosh, WI 54901

Mr. John A. Bodnar
Corporation Counsel for
Winnebago County
P.O. Box 2808
Oshkosh, WI 54903-2808

Dear Messrs. Pollnow, Sosnoski and Bodnar,

**Pollnow and Sosnoski v. Wittman Regional Airport
Formal Complaint Docket No. 13-95-33**

Enclosed is a copy of the final decision of the Federal Aviation Administration (FAA) with respect to the above referenced complaint.

Based on the record of this proceeding, we find that Winnebago County is not in violation of its grant assurances under 49 U.S.C. § 47107(a)(1), *et. seq.*

Accordingly, the above referenced formal complaint is dismissed, and the docket is closed. The reasons for the dismissal of the complaint are set forth in the enclosed Record of Decision. This Record of Decision is the FAA's final agency action with respect to this matter.

Sincerely,

David L. Bennett
Director, Office of Airport
Safety and Standards

Enclosure

Pollnow and Sosnoski

v.

Wittman Regional Airport

Formal Complaint Docket No. 13-95-33

Record of Decision

I. INTRODUCTION

This matter is before the Federal Aviation Administration (hereinafter FAA) based on a formal complaint filed by Mr. Gilbert F. Pollnow, Ph.D. and Mr. Carl Sosnoski, Jr. against the Wittman Regional Airport, Oshkosh, WI, in accordance with FAA Investigative and Enforcement Procedures, Title 14, Section 13 of the Code of Federal Regulations (14 CFR § 13.5).

The issues presented for decision by the complainants are:

- Whether Winnebago County (hereinafter County), the sponsor of the Wittman Regional Airport (hereinafter Airport), by entering into a ground lease and use agreement with Experimental Aircraft Association (hereinafter EAA) which provides for a short-term exclusive leasehold of public use areas of the Airport, is in violation of the provisions regarding exclusive rights set forth in 49 U.S.C. § 47107(a)(4) and the County's Federal grant assurance.

- Whether the County leased property to EAA for a fraction of the rental fees it charged other fixed based operators (hereinafter FBOs), thereby violating the provisions regarding economic nondiscrimination set forth in 49 U.S.C. § 47107(a)(1) and (5) and the County's Federal grant assurance.

- Whether the County leased property to EAA for a fraction of the cost needed to operate the airport, thereby violating the provisions regarding airport fee and rental structures set forth in 49 U.S.C. § 47107(a)(13) and the County's Federal grant assurances.

- Whether the County, by not showing private taxiway/aprons connecting the airport to several private hangars on the Exhibit A to grant applications, is in violation of the provisions regarding airport layout plans set forth in 49 U.S.C. § 47107 (a)(16) and the County's Federal grant assurance.

Our decision on this matter is based on the applicable law and FAA policy, review of the arguments and supporting documentation submitted by the parties, and the attached administrative record. [FAA Exhibit I]

II. THE AIRPORT

The Wittman Regional Airport is a public-use airport owned and operated by Winnebago County, Wisconsin. The Airport encompasses about 1300 acres and is located on the southern edge of the City of Oshkosh, Wisconsin. The Airport supports regional airline service and also serves a wide variety of general aviation activity. The Airport has approximately 157 based aircraft and about 81,500 annual operations, including air carrier, general aviation, and military aircraft operations. [FAA Exhibit 3]

As discussed in the Wittman Regional Airport Master Plan, "Oskosh is the home of the Experimental Aircraft Association (EAA) and the EAA Aviation Foundation. The EAA Aviation Center and Headquarters are located adjacent to the west side of Wittman Regional Airport." The Airport has played host to the annual EAA Fly-in Convention and Sport Aviation Exhibition since 1970. [FAA Exhibit 1, Item 13]

From 1983 to present, the Airport has received approximately $13.9 million in Federal airport improvement grant funds. These funds were used for various projects and improvements at the Airport. In August 1996 the Airport received its most recent FAA airport improvement grant in the amount of $1.208 million to extend a taxiway, construct connecting taxiways and aprons, and erect fencing. [FAA Exhibit 2]

III. BACKGROUND

On or about June 1, 1993, the County entered into a twenty five year ground lease and use agreement with EAA. [FAA Exhibit 1, Item 8 (Appendix A)] Paragraph 3(C) and (D) of the lease agreement allowed EAA to host and conduct an annual fly-in convention and airshow and other lawful events consistent with safe airport operations.

Paragraph 5 of the lease agreement, entitled "Premises Leased," provided the following airport property for EAA's use:

> The exclusive use leased area ("Exclusive Use Leased Area") is generally described as all current and future Airport-owned property located south of the object free areas (OFA) of Runway 927, southwest of the OFA of Runway 13-31, and west and south of the OFA of Runway 18-36 . . . . Lessee shall have exclusive use of the west

aircraft ramp, land within the safety area at the approach end of Runway 4, and other public use areas within the Exclusive Use Leased Area description during the annual Fly-in Convention period (the period to include two (2) weeks before the start and two (2) weeks after conclusion) and other approved special events. {Sentence omitted}

{Paragraph omitted}

The Exclusive Use Leased Area shall also include a 300 foot by 400 foot area on the north side of the airport, centered on the Weeks EAA Foundation Hangar Building . . . .

Paragraph 9 of the aforementioned lease, "Maintenance of Exclusive Use Leased Area," required:

Lessee will maintain the Exclusive Use Leased Area occupied by him in good order, and make such basic repairs and maintenance as may be required by applicable building codes. Lessee shall be responsible for grass cutting, sealcoating, storm sewer cleaning and repair, pavement repair, and snow plowing within the Exclusive Use Leased Areas that are not public use facilities. {Sentence omitted}

The consideration which was to be paid by EAA for the use of Airport property was detailed in Paragraph 6A of the lease agreement, entitled "Base Period Rent," as follows:

. . . Lessee shall pay annual rent to Lessor for the following rent periods (each, a "Rent Period") at the following rates:

* For the years June 1, 1993 through May 31, 2000 - $75,000
* For the years June 1, 2000 through May 31, 2006 - $80,000
* For the years June 1, 2006 through May 31, 2012 - $90,000
* For the years June 1, 2012 through May 31, 2018 - $100,000

On or about July 24, 1995, the County amended its lease of June 1, 1993. [FAA Exhibit 1, Item 8 (Appendix A)] Paragraph 5, "Premises Leased" was amended and reads as follows:

The Exclusive Use Lease Area shall, at a minimum, include the entire area of airport property upon which the LESSEE has constructed permanent, exclusive use buildings, paved parking lots, and

aircraft aprons. The area shall not be less than 250,000 square feet nor more than 1,500,000 square feet of airport property and shall be adjusted annually as demand warrants.

The Seasonal Use Lease Area shall, at a minimum, include the entire area of airport property not included in the exclusive use lease area but which is within the portion of the airport that is used by the LESSEE for seasonal exhibits, displays, concessions and other fly-in activities and special events. This area shall not be less than 3.0 million square feet nor more than 12.0 million square feet of airport property, and shall be adjusted annually as demand warrants. No seasonal use lease area shall be used for more than six months per year.

{Paragraph omitted}

In exchange for the airport maintenance services in Paragraph 9 below, and the other valuable consideration contained in this agreement, the LESSOR grants the LESSEE exclusive rights to park aircraft in other mutually agreed turf areas of the airport (i.e. tie down) for a period of up to three weeks.

Paragraph 9, "Maintenance of Exclusive Use Leased Area" was amended and retitled "Maintenance of Leased and Turf Tie-Down Areas" and reads as follows:

LESSEE will maintain the Exclusive Use and Seasonal Use leased area occupied by him in good order, and make such basic repairs and maintenance as may required by applicable building codes. Contrary to standard practice elsewhere on the airport, LESSEE shall be responsible for grass cutting, sealcoating, storm sewer cleaning and repair, pavement repair, and snow plowing within the Exclusive Use and Seasonal Use areas except public-use ramps and taxiways. {Sentence omitted}

The remainder of Paragraph 9 remained the same.

Paragraph 6A, "Base Period Rent," was amended to read as follows:

During the base term that ends May 31, 2018 the LESSEE shall pay the LESSOR annual rent according to the following formula:

(i) The rental rate for Exclusive Use leased land shall be the current ordinance rate for bare

aeronautical-use land of $0.077 per square foot per year.

(ii) The rental rate for Seasonal Use leased land shall be the current ordinance rate for bare aeronautical use land, or $0.0385 per square foot per year. This rate is reduced to reflect the extraordinary maintenance responsibilities assumed by the LESSEE in Paragraph 9 . . . .

(iii) For the calendar year beginning April 1, 1995 the minimum rent payable to LESSOR by LESSEE under this agreement will be $75,000.

(iv) The minimum annual rent guarantee and per square foot rental rates shall be increased according to the following schedule.

* 6.67% increase beginning April 1, 2002
* 12.50% increase beginning April 1, 2006
* 11.10% increase beginning April 1, 2012

(v) In the event that the actual rent due the LESSOR in any year is less than the minimum guarantee, the difference will be considered prepayment of future rent payments. {Sentences omitted}

In the event that any portion of approximately 400 acres is not available for EAA's use for all or any portion of a year beginning April 1, 1998 or thereafter, paragraph 8 of the amended lease agreement specifies the rent due for that year shall be reduced by an amount equal to the remainder of the annual rent minus $13,530 (the amount of rent under the 1970 lease) multiplied by the percentage of the additional acreage that is not available.

On or about November 29, 1995, Gilbert F. Pollnow, Ph.D. and Carl Sosnoski, Jr. filed a complaint with the FAA Office of the Chief Counsel against Winnebago County alleging that the sponsor was in noncompliance with AIP Federal Sponsor Assurances pertaining to economic nondiscrimination, exclusive rights, fee and rental structure, and the airport layout plan. In addition, the complainants alleged that pending criminal charges against the County officials invalidated their actions, including the 1993 Master Plan for Wittman Regional Airport improvements and requested the FAA suspend AIP assistance to the Airport until criminal charges have been adjudicated and compliance with the FAA regulations regarding AIP sponsor assurances is confirmed.

On or about January 29, 1996 the FAA Office of Chief Counsel requested from the complainants a list of names and

addresses of each person who was a subject of the complaint, as required by 14 CFR § 13.5 (3).

On or about February 6, 1996 the complainants submitted an "Annotated addendum of addresses" to the FAA Office of Chief Counsel, listing ten (10) individuals who are potentially subjects to the complaint.

On or about February 13, 1996 the FAA Office of Chief Counsel served the complaint on the Airport pursuant to the procedures in 14 CFR § 13.5; and advised the complainants that their complaint had been docketed.

On or about March 6, 1996 the County responded to the complaint by denying all of the complainant's allegations.

On or about March 20, 1996, Mr. Pollnow and Mr. Sosnoski replied to the County's response alleging the County's response of March 6, 1996 appears to be deliberately misleading in several ways.

On or about May 13, 1996 the County filed a rebuttal to the March 20, 1996 reply of the complainants and argued the lease agreement between EAA is an arms length agreement and due public process was used to approve the rate structure contained within the lease agreement.

IV. APPLICABLE LAWS AND POLICY

The former Federal Aviation Act of 1958, as amended (FAAct), recodified at 49 U.S.C. § 40101, *et seq.*, assigns the FAA Administrator broad responsibilities for the regulation of air commerce in the interests of safety and security, among other things, the encouragement and development of civil aeronautics. Under these broad powers, the FAA seeks to achieve safety and efficiency of the total airspace system through direct regulation of airmen, aircraft, and airspace.

The Federal role in encouraging and developing civil aviation has been augmented by various legislative actions which authorize programs for providing funds and other assistance to local communities for the development of airport facilities. In each such program, the airport sponsor assumes certain obligations, either by grant agreement or by restrictive covenants in property deeds and conveyance instruments, to maintain and operate its airport facilities safely and efficiently and in accordance with specified conditions. Commitments assumed by airport sponsors in property conveyance or grant agreements are important factors in maintaining a high degree of safety and efficiency in airport design, construction, operation and maintenance as well as ensuring the public fair and reasonable access to the airport.

The planning and development of Wittman Regional Airport has been financed, in part, with funds provided by the FAA under the Airport Improvement Program, authorized by the Airport and Airway Improvement Act of 1982, as amended (AAIA) , 49 U.S.C. § 47101, *et seq.*. This program provides financial assistance to an airport sponsor for airport development in exchange for binding commitments designed to assure that the public interest will be served. These commitments are set forth in the sponsor's applications for Federal assistance and in the grant agreement as sponsor assurances, i.e. , a list of applicable Federal laws, regulations, executive orders, statute-based assurances, and other requirements, binding the sponsor upon acceptance of the Federal assistance.

The FAA has a statutory mandate to ensure that airport owners comply with these sponsor assurances. See, e.g., 49 U.S.C. §§ 40103(e), 40113, 40114, 47122, 46104, 46101, 46105, 46110, 47107(a)(4), 47107(a), 47107(g)(1) and (i), 47106(e), 47111(d), and 47122.

The Airport Sponsor Assurances

As a condition precedent to providing airport development assistance under 49 U.S.C. 47107, *et seq.*, the Secretary of Transportation must receive certain assurances from the airport sponsor.

Assurances to which an airport sponsor receiving Federal financial assistance must agree as a condition precedent to receipt of such assistance are set forth in 49 U.S.C. 47107(a). The Secretary is authorized under 49 U.S.C. § 47107(g)(1) and (i) to prescribe project sponsorship requirements to insure compliance with 49 U.S.C. § 47107(a)(1), (2), (3), (5) and (6). These sponsorship requirements are included in every airport improvement grant agreement as set forth in FAA Order 5100.38A, Airport Improvement Program (AIP) Handbook, issued October 24, 1989, Ch. 15, Sec. 1, "Sponsor Assurances and Certification." Upon acceptance of an AIP grant by an airport sponsor, the assurances become a binding obligation between the airport sponsor and the Federal government.

The FAA Airport Compliance Program

The FAA discharges its responsibility for ensuring airport sponsor compliance with Federal obligations through its Airport Compliance Program. The FAA's airport compliance efforts are based on the grant obligations which an airport owner accepts when receiving Federal grant funds or the transfer of Federal property for airport purposes. These obligations are incorporated in grant agreements and

instruments of conveyance in order to protect the public's interest in civil aviation and to ensure compliance with Federal laws.

The FAA Airport Compliance Program is designed to ensure the availability of a national system of safe and properly maintained public-use airports operated in a manner consistent with the airport owners' Federal obligations and the public's investment in civil aviation. The Airport Compliance Program does not control or direct the operation of airports; rather, it monitors the administration of the valuable rights pledged by airport sponsors to the people of the United States in exchange for monetary grants and donations of Federal property to ensure that the public interest is being served.

FAA Order 5190.6A, Airport Compliance Requirements, issued October 2, 1989, (hereinafter Order) sets forth policies and procedures for the FAA Airport Compliance Program. The Order is not regulatory and is not controlling with regard to airport sponsor conduct; rather it establishes the policies and procedures to be followed by FAA personnel in carrying out the FAA's responsibilities for ensuring airport compliance. It provides basic guidance for FAA personnel in interpreting and administering the various continuing commitments made to the United States by airport owners as a condition for the grant of Federal funds or the conveyance of Federal property for airport purposes. The Order, inter alia, analyzes the various obligations set forth in the standard airport sponsor assurances, addresses the nature of those assurances, addresses the application of these assurances in the operation of public-use airports, and facilitates interpretation of the assurances by FAA personnel.

The prohibition against exclusive rights is found in 49 U.S.C. § 40103(e) and provides, in relevant part, that "there shall be no exclusive right for the use of any landing area or air navigation facility upon which Federal funds have been expended."

Similarly, 49 U.S.C. § 47107(a)(4), provides, in pertinent part, that "there will be no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public."

Assurance 23, "Exclusive Rights," of the prescribed sponsor assurances requires, in pertinent part, that the sponsor of a federally obligated airport

> ". . .will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public . . . and that it will terminate any

> exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Improvement Act of 1982."

The FAA has concluded that the existence of exclusive right to conduct any aeronautical activity at an airport limits the usefulness of the airport and deprives the using public of the benefits of competitive enterprise. The FAA considers it inappropriate to provide Federal assistance for improvements to airports where the benefits of such improvements will not be fully realized due to inherent restrictions on aeronautical activities. See Order, Sec. 3-8 (a).

In FAA Order 5190.1A, Exclusive Rights, the FAA published its exclusive rights policy and broadly identified aeronautical activities as subject to the statutory prohibition against exclusive rights. While public use airports may impose qualifications and minimum standards upon those who engage in aeronautical activities, we have taken the position that the application of any unreasonable requirement or standard that is applied in an unjustly discriminatory manner may constitute a constructive grant of an exclusive right. See FAA Order 5190.1A, Para. 11.c.

Assurance 22, "Economic Nondiscrimination," of the prescribed sponsor assurances satisfies the requirements of 49 U.S.C. 47107(a)(1), (2), (3), (5), and (6). It provides, in pertinent part, that the sponsor of a federally obligated airport

> ". . .will make its airport available as an airport for public use on fair and reasonable terms, and without unjust discrimination, to all types, kinds, and classes of aeronautical uses." Assurance 22(a)

Assurance 22(c) provides that "each fixed-based operator at any airport owned by the sponsor shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities."

FAA Order 5190.6A describes the responsibilities under Assurance 22 assumed by the owners of public use airports developed with Federal assistance. Among these is the obligation to treat in a uniform manner those users making the same or similar use of the airport and to make all airport facilities and services available on fair and reasonable terms without unjust discrimination. See Order, Secs. 3-1 and 4-14(a)(2).

The owner of any airport developed with Federal grant assistance is required to operate the airport for the use and benefit of the public and to make it available to all types, kinds and classes of aeronautical activity on fair and reasonable terms, and without unjust discrimination. See Order, Sec. 4-13(a).

The prohibition on unjust discrimination does not prevent an airport proprietor from making reasonable distinctions among aeronautical users and assessing higher fees on certain categories of aeronautical users based on those distinctions. See Rates and Charges Policy, par. 3.1.1, 61 FR 32021 (June 21, 1996).

Fee and Rental Structure

Assurance 24, "Fee and Rental Structure," of the prescribed sponsor assurances satisfies the requirements of 49 U.S.C. § 47107(a)(13). It provides, in pertinent part, that the sponsor of a federally obligated airport "agrees that it will maintain a fee and rental structure consistent with Assurance 22 and 23, for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection."

The obligation of airport management to make an airport available for public use does not preclude the owner from recovering the cost of providing the facility through fair and reasonable fees, rentals or other user charges which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport. The basis for rates and charges is usually related to costs incurred by the airport owner. See Order, Sec. 4-14(a).

However, Federal law does not require a single approach to airport rate-setting. Fees may be set according to a "residual" or "compensatory" rate-setting methodology, as long as the methodology used is applied consistently to similarly situated aeronautical users and conforms with the requirements of the Rates and Charges Policy. Airport proprietors may set fees for aeronautical use of airport facilities by ordinance, statute or resolution, regulation, or agreement. See Rates and Charges Policy, par. 2.1, 61 FR 32019 (June 21, 1996).

For aeronautical services and facilities other than the airfield, including land for construction of hangars, the airport proprietor may use any reasonable methodology to establish fees, so long as the methodology is justified and applied on a consistent basis to comparable facilities. See Rates and Charges Policy, par. 2.6, 61 FR 32021 (June 21, 1996). In cases where an airport proprietor does not employ

a cost-based methodology to establish fees, the FAA considers the prohibition on unjust discrimination to be satisfied if the airport proprietor applies a consistent methodology in establishing fees for comparable aeronautical users. See Rates and Charges Policy, par. 3.1, 61 FR 32021 (June 21, 1996).

At some airports, market conditions may not permit an airport proprietor to establish fees that are sufficiently high to recover aeronautical costs and sufficiently low to attract and retain commercial aeronautical services. In such circumstances, an airport proprietor's decision to charge rates that are below those needed to achieve selfsustainability in order to assure that services are provided to the public is not inherently inconsistent with the obligation to make the airport as self-sustaining as possible in the circumstances. See Rates and Charges Policy, par. 3.1.1, 61 FR 32021 (June 21, 1996).

Normally, the FAA will not question the fairness of rates and charges established by an airport owner or the comparability of the fees, rents and other charges applied to air carriers, commercial aeronautical activities, and other tenants for the same or similar space and/or services unless a complaint has been submitted alleging that specific practices are unfair, unreasonable or unjustly discriminatory. See Order, Sec. 4-14.

Airport Lease and Use Agreements

The FAA considers the prime obligation of a federally assisted airport owner to be the operation of the airport for the use and benefit of the public. The public benefit is not assured merely by keeping the runways open to all classes of users; rather, it is important that flight services and flight support services be available to users of the airport. See Order, Sec. 4-15.

While and airport owner is not required to construct hangars and terminal facilities, it has the obligation to make available suitable areas or space on reasonable terms to those who are willing and qualified to offer flight services to the public (i.e., air carrier, air taxi/charter, flight training, etc.) or support services (i.e. fuel, storage, tie-down, flight line maintenance, etc.) to aircraft operators. Unless it provides these services itself, the airport owner has a duty to negotiate in good faith for the lease of such premises and may be available for the conduct of aeronautical activities. See Order, Sec. 4-15.

The FAA interest in lease and use agreements is confined to their impact on the owner's obligations to the Government. The type of document or written instrument used to grant airport privileges is the sole responsibility of the airport

owner. In reviewing such documents, the FAA will evaluate the nature of the arrangement established; determine whether such arrangement has the effect of granting or denying rights to use the airport facilities contrary to the requirements of law and the applicable Federal obligations; and to identify any terms and conditions of such arrangement which could prevent the realization of the full benefits for which the airport was constructed.

Airport Layout Plan

Assurance 29, "Airport Layout Plan," implements 49 U.S.C. § 47107(a)(16) and, in pertinent part, requires the airport owner to "keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or in any of the facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility, or efficiency of the airport."

An airport layout plan (ALP) depicts the entire property, current facilities, and plans for future development of the airport. The FAA requires an approved ALP as a prerequisite to the grant of Federal funds for airport development. FAA approval of the ALP represents the concurrence of the FAA in the conformity of the plan to all applicable airport design standards and criteria. Any construction, modification, or improvement that is inconsistent with the ALP requires FAA approval of a revision to the ALP. See Order, Sec. 4-17(a).

V. ANALYSIS AND DISCUSSION

Prior to addressing the compliance issues presented for decision by the complainants, it should be noted that the complainants attached to the complaint, a copy of an "Order Adjourning John Doe Proceedings" under Sec. 968.26, Wisconsin Statute. Complainants brought state court

proceedings which the state court judge adjourned because ". . . without the complainants having any `hard-smoking gun' evidence, the court is not optomistic that a public John Doe proceeding will bring forth any evidence to support the issuance of a John Doe issued criminal complaint." [FAA Exhibit 1, Item 1 (Exhibit 1)] The complainants argue that if criminal charges are brought against the County officials as a result of the John Doe proceedings, this would invalidate the officials' execution of the 1993 Wittman Regional Airport Master Plan and 1993 Ground Lease Agreement. The complainants seek suspension of AIP aid to the Airport until the "criminal charges" have been adjudicated.

The FAA has a statutory mandate to ensure that airport owners comply with sponsor grant assurances. The FAA has no jurisdiction in matters regarding state criminal statutes.

Alleged Violations of Sponsor Grant Assurances

It appears that the allegations regarding the County's compliance with grant assurances were based on the lease agreement between EAA and the County dated June 1, 1993. Said lease was subsequently amended on or about July 24, 1995. [FAA Exhibit 1, Item 8 (Appendix A)]

In the complainants' reply to the County's answer the complainants wrote that "Apparently, in response to the complainant court actions, the representatives of the EAA and the county have partially renegotiated the original land lease agreement . . . . Hence, it was only by virtue of Corporation Counsel's response to your 20 day mandate, resulting from our complaint to your office, that these changes became known to us."

In making its decisions regarding the sponsor's compliance with the grant assurances, the FAA has relied on the information contained in the amended lease of July 24, 1995, submitted by the County in answer to the complaint. We have considered the amended lease because FAA's concern in investigating complaints is to determine whether the sponsor is in current compliance with its grant agreements. [See Executive Air Taxi Corp. v. City of Bismark, ND, FAA Docket 13-91-5, 13-92-4, Record of Determination at 26 (June 23, 1993), Affirmed, Executive Air Taxi Corporation v. FAA, No. 93-1478, slip op. (D.C. Circuit June 3, 1994)]

Mr. Pollnow and Mr. Sosnoski allege the County has violated the prohibition against exclusive rights because the lease of June 1, 1993 between EAA and the County provides that the "Lessee shall have exclusive use of the west aircraft ramp, land within the safety area at the approach end of Runway 4, and other public use areas within the Exclusive Use Leased

Area description during the annual Fly-in Convention period (the period to include two (2) weeks before the start and two (2) weeks after conclusion) and other approved special events."

In its answer to the complaint, the County argues that the exclusive rights provision contained in AIP Assurance No. 23 is not violated by such a leasehold provision.

It is the position of the FAA that the existence of exclusive right to conduct any aeronautical activity at an airport limits the usefulness of the airport and deprives the using public of the benefits of competitive enterprise. See Order, Sec. 3-8(a). Mr. Pollnow and Mr. Sosnoski, however, have provided no supporting evidence to demonstrate that EAA's use of the facilities during the period surrounding the annual Fly-in convention limits the usefulness or the airport and/or deprives the using public of the benefits of competitive enterprise. Furthermore, the amended lease of July 24, 1995 does not contain the exclusivity language to which the complainants objected in their allegations of November 29, 1995. Accordingly, the FAA cannot conclude that the County is in violation of the provisions regarding prohibition of an exclusive right as set forth in the applicable grant assurance.

Mr. Pollnow and Mr. Sosnoski allege that the lease rate charged EAA in the lease agreement is "unreasonably low" and other FBOs at the airport are not charged the same rate.

The County argues the lease rates charged to EAA are in compliance with the County Ordinance as it was in effect at the time that the lease was entered into. The County further asserts that the intent of AIP Assurance No. 22 was to ensure that parties in similar positions which were contracting or leasing for similar rights or privileges be treated in a nondiscriminatory fashion. The County points out that EAA is the largest organization of its kind in the world and that Wittman Regional Airport has no other contractor or lessee which falls into the same size or class of organization as the EAA.

FAA Order 5190.6A, par. 4-14, describes the responsibilities under Assurance 22 assumed by the owners of public airports developed with Federal assistance. Among these is the obligation to treat in a uniform manner those users making the same or similar use of the airport. (Underline added for emphasis)

FAA policy provides that rates, fees, rentals, landing fees, and other service charges imposed on aeronautical users for the aeronautical use of the airport must be fair and reasonable. See Rates and Charges Policy, 61 FR 32019 (June

21, 1996), par. 2. However, the prohibition on unjust discrimination does not prevent an airport proprietor from making reasonable distinctions among aeronautical users and assessing higher fees on certain categories of aeronautical users based on those distinctions. See Rates and Charges Policy, 61 FR 32021(June 21, 1996) par. 3.1.1.

Also, for aeronautical services and facilities other than the airfield, including land for construction of hangars, the airport proprietor may use any reasonable methodology to establish fees, so long as the methodology is justified and applied on a consistent basis to comparable facilities. See Rates and Charges Policy, 61 FR 32021 (June 21, 1996), par. 2.6. In cases where an airport proprietor does not employ a cost-based methodology to establish fees, the FAA considers the prohibition on unjust discrimination to be satisfied if the airport proprietor applies a consistent methodology in establishing fees for comparable aeronautical users. See Rates and Charges Policy, 61 FR at 32021 (June 21, 1996), par. 3.1.

Federal law does not require a single approach to airport rate-setting. Airport proprietors may set fees for aeronautical use of airport facilities by ordinance, statute or resolution, regulation, or agreement. See Rates and Charges Policy, 61 FR 32019 (June 21, 1996), par. 2.1.

Mr. Pollnow and Mr. Sosnoski have provided no evidence to show that EAA and other aeronautical users referred to in the complaint make the same or similar use of the airport, or that distinctions made between EAA and other aeronautical users of the airport are unreasonable. In addition, the complainants have not provided any evidence to show that the County has inconsistently applied the County Ordinance which establishes the rental fees at the Wittman Regional Airport.

While the County leases Seasonal Use land to EAA at a discount rate and allows EAA to park aircraft in other mutually agreed turf areas of the airport for a period of up to three weeks per year, the leasehold agreement is explicit that in exchange for use of these lands, EAA is to provide certain in-kind services. The lease agreement specifically states that this practice is contrary to standard practice elsewhere at the airport. The FAA recognizes that, in many occasions, an airport sponsor would offer less than fair market rental value in exchange for a particular service(s). This is an acceptable practice as long as the proposed rental rates are reasonable and not unjustly discriminatory, and allows the airport sponsor to maintain its self-sustainability.

Furthermore, the record shows that EAA is paying slightly more than other tenants for land it leases from the County year-round. The administrative record shows that EAA pays

$0.077 per square foot per year for aeronautical exclusive use leased land while other tenants are charged $0.07 per square foot per year. [FAA Exhibit 1, Item 1 (Unnumbered Exhibit)] Based on the administrative record submitted, there appears to be no unjust discrimination with respect to the lease agreement at issue.

Mr. Pollnow and Mr. Sosnoski allege the aforementioned lease agreement provides the use of AIP funded airport property " . . . at an unreasonably small fraction of the cost needed to operate the airport."

The complainants also submitted an exhibit to the complaint to show that the declining revenues from air carrier operations at Wittman Regional Airport require a realistic concession rent from the EAA in the form of a percentage of their convention gross. The complainants contend that charging EAA a percentage of their gross revenues from the convention is the most easily administered and fair way of charging for use of the airport facilities and has withstood court challenges. The complainants assert that a threat, apparently made by the EAA Board of Directors, to move the annual Fly-in convention elsewhere should not have been allowed to dictate the terms of the lease agreement. [FAA Exhibit 1, Item 1 (Unnumbered Exhibit)]

In its answer to the complaint, the County argues that under the amended lease, EAA not only pays a set sum to the Airport but also guarantees revenue to the Airport of a certain sum. The County asserts that there is no other lease at Wittman Regional Airport in which a Lessee guarantees a set amount of revenue to the County relating to the lease of its property. The County also argues that pursuant to a letter dated June 13, 1995, the FAA Airport District Manager approved the County's lease with EAA.

The administrative record shows that, consistent with FAA policy, the FAA Airport District Manager did not approve the subject lease. Rather, the document provided as evidence shows that the FAA Airport District Manager did not object to the lease agreement between the County and EAA as the arrangement appeared to be reasonable. [FAA Exhibit 1, Item 8 (Appendix C)]

In reply to the County's answer, the complainants argue that the County's enclosure of the FAA Airports District Office - Minneapolis (ADO) letter dated June 13, 1995 would have the examiner believe the lease agreement will generate more revenue than it actually does. They contend that while the ADO assumes that the Seasonal Use land will be leased for the full six months, the Leased Premises Exhibit to the amended lease shows two seasonal use areas will only be used for three months, and another will only be rented for two weeks.

The complainants assert that the rate of return calculations in the ADO letter of June 13, 1995 are grossly misleading for both the Exclusive Use and the Seasonal Use leased land. The complainants argue that the rate of return for the Exclusive Use area assumes a land cost of $10,000 per acre, when in fact, the cost per acre must reflect all of the improvements to the airport as a whole which make it possible to attract and accommodate the EAA Convention pilots to either area. They contend that costs to implement the Master Plan Expansion at the airport have been several times the $10,000 per acre assumption. In addition, they contend that recent commercial development of agricultural land in the southwest area of the city has driven raw land values typically to $100,000 per acre or more.

The complainants further assert that the County's argument that the lease guarantees revenue to the Airport of a certain sum is designed to mislead the unwary. They argue that while there may well be a certain sum provided, the sum is uncertain, especially after April 1, 1998, when the formula in the ground lease becomes operative. The complainants argue that the annual Fly-in is extremely profitable and that EAA should be charged a percentage of the gross convention income, plus the above land use rent. The complainants submitted a copy of EAA's annual report to its membership which showed the gross income from the 1994 EAA Fly-In convention totaled $4,350,601. [FAA Exhibit 1, Item 9 (Appendix B)]

In its rebuttal, the County argues that the lease agreement between EAA and the County is an arms length agreement. The County asserts that the lease agreement was approved by the Winnebago County Board of Supervisors at a duly noticed public hearing, and that prior to the approval the lease agreement, the public was provided the opportunity to comment upon the lease agreement.

The County also asserts that the lease agreement between EAA and the County was reached between officials of both parties after numerous hours of negotiations. The County views the present lease agreement as being extremely beneficial to the public while at the same time being acceptable to the EAA.

The FAA realizes at some airports, market conditions may not permit an airport proprietor to establish fees that are sufficiently high to recover aeronautical costs and sufficiently low to attract and retain commercial aeronautical services. In such circumstances, an airport proprietor's decision to charge rates that are below those needed to achieve self-sustainability in order to assure that services are provided to the public is not inherently inconsistent with the obligation to make the airport as self-sustaining as possible in the circumstances. See Rates

and Charges Policy, 61 FR 32021 (June 21, 1996), par. 4.1.2. Furthermore, the FAA recognizes that these business decisions are best determined by the airport sponsor who is responsible for its financial stability and is better informed of the circumstances existing at that particular airport.

Moreover, the record shows that the lease agreement between EAA and the County was the result of negotiations. FAA considers direct negotiations with airport users a reasonable method to determine fees for aeronautical services and facilities other than the airfield. See Rates and Charges Policy, 61 FR 32021 (June 21, 1996), par. 2.6.1.

For aeronautical services and facilities other than the airfield, the airport proprietor may use any reasonable method and methodology to establish fees, so long as the methodology is justified and applied on a consistent basis to comparable facilities. See Rates and Charges Policy, par. 2.6, 61 FR 32021 (June 21, 1996). As discussed previously, the complainants have not provided any evidentiary material which shows the County has inconsistently applied its methodology for establishing rates for comparable facilities. Accordingly, the FAA cannot conclude that the County is in violation of the provisions regarding fee and rental structures as set forth in the applicable grant assurance.

Mr. Pollnow and Mr. Sosnoski allege the County has deliberately concealed noncompliance with Assurance #29(a) by failing to show private taxiway/aprons connecting the several private hangars located in the Red Oak Acres area, adjoining the eastern edge of the airport to Taxiway C-1, on both the Airside and Landside Development maps in the Wittman Regional Airport Master Layout Plan. The complainants allege this omission strongly suggests an illegal collusion on the part of the state and local officials to deceive the FAA, who under strict interpretation of the law most probably would not approve the grants with such private access officially recorded.

The complainants submitted a real estate advertisement for a private home with leased access to the airport. [FAA Exhibit 1, Item 1 (Exhibit 6)] Complainants allege that this is the Red Oak property of the late S.J. Wittman. The complainants contend Mr. Wittman entered a 50 year lease and paid $300 annually for the apron-taxiway to his property, and that a similar airport arrangement is in effect with former Aviation Committee member Lloyd J. Zellmer and one or two additional property owners along Red Oak Court.

In its answer to the complaint, the County argues that the taxiway complained of is not owned by Winnebago County or any other governmental body. The County further argues that

no public funds were used for the construction and maintenance of the taxiway and that the County knows of no taxiway agreement, other than the S.J. Wittman agreement, in effect with other property owners along Red Oak. Winnebago County states that it views the taxiway as being insignificant, but, if FAA determines that under the AIP Assurance that said taxiway should be mapped on the ALP, Winnebago County would be more than willing to do so.

In their reply to the County's answer, the complainants argue that while the Airport director's office may plead ignorance of the other two aircraft owners use of the airport, they have a witness who is willing to testify that there are two private parties, including Mr. Zellmer, which have unlimited free access to the airport by virtue of owning lots on Red Oak Court. The complainants allege the two parties access the airport taxiway via the former Wittman apron and taxiway which lies between them, and is now owned by James Drummond.

In its rebuttal, the County argues that the statements made within the complainants' response regarding the aforementioned airport access are not true. The County asserts that to the best knowledge of the Airport Director and Corporation Counsel for the County, all parties utilizing or leasing the Airport property pay rental for that property, including the late Steve J. Wittman and his successor in title, James Drummond. The County contends that Mr. Zellmer does not have unlimited free access to Airport property by virtue of owning lots on Red Oak Court. The County asserts that in the past, Mr. Wittman allowed Mr. Zellmer to utilize his property and leased property from the Airport as to allow Mr. Zellmer to gain access to the Airport taxiway.

Assurance 29, "Airport Layout Plan," implements 49 U.S.C. § 47107(a)(16) and, in pertinent part, requires the airport owner to "keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon."

It appears, based on the administrative record before the FAA, that the taxiway at issue in not on airport property. Accordingly, the FAA cannot conclude that the County is in violation of the provisions regarding the airport layout

plan as set forth in the applicable grant assurance. In any event, the County has stated that it is willing to map the taxiway on the ALP if the FAA determines that it is necessary for the County's compliance with the grant assurances.

Other Allegations

Mr. Pollnow and Mr. Sosnoski assert that the privately owned EAA Pioneer Airport poses a significant safety hazard to Wittman Regional Airport and the shopping area immediately across the highway from the active single runway.

Mr. Pollnow and Mr. Sosnoski also assert that anyone driving to the western end of Ripple Road can directly walk on to the airport property with no significant fencing in place to prohibit it "as required by the FAA."

The complainants' allegations in this regard are vague and without supporting evidentiary material. Nonetheless, we have referred these allegations to the FAA Great Lakes Region Airports Division (AGL-600) to determine whether any further FAA action is necessary.

ORDER

Under the specific circumstances at the Wittman Regional Airport as discussed, and based upon the evidence of record in its entirety, FAA finds that:

1. the County, by entering into a ground lease and use agreement with EAA which provides for the short-term exclusive leasehold of public use areas of the Airport, is not in violation of the provisions regarding exclusive rights set forth in 49 U.S.C. §§ 40103(e) and 47107(a)(4), *et seq.*; and the County's Federal grant assurance.

2. the County is not in violation of the provisions regarding economic nondiscrimination set forth in 49 U.S.C. § 47107(a)(1) and (5), *et seq.*; and the County's Federal grant assurance.

3. the lease rates charged EAA by the County do not violate the provisions regarding airport fee and rental structures set forth in 49 U.S.C. § 47107(a)(13), *et seq.*; and the County's Federal grant assurance.

4. the County, by not showing private taxiway/aprons connecting the airport to several private hangars on the Exhibit A to grant applications, is not in violation of the provisions regarding airport layout plans set forth in 49 U.S.C. § 47107 (a)(16), *et seq.*; and the County's Federal grant assurance.

5. the allegations regarding safety hazard posed by the EAA Pioneer Airport to the Wittman Regional Airport and a nearby shopping area, and the security fencing issue at Wittman Regional Airport, shall be referred to the FAA Great Lakes Region Airports Division (AGL-600) to determine whether any further FAA action is necessary.

This order constitutes final agency action under 49 U.S.C. § 46110. Any party to this proceeding having substantial interest in this order may appeal the order to the courts of appeals of the United States or the United States Court of Appeals for the District of Columbia upon petition, filed within 60 days after entry of this order.

David L. Bennett
Director, Office of Airport Safety
and Standards

FAA EXHIBIT 1

Pollnow and Sosnoski

v.

Wittman Regional Airport

Formal Complaint Docket No. 13-95-33

INDEX OF THE ADMINISTRATIVE RECORD

1) 11/29/95 Letter of Formal complaint from Mr. Gilbert F. Pollnow, Ph.D. and Mr. Carl Sosnoski, Jr., to Chief Counsel. Included the following Exhibits.

Exhibit 1 - Copy of State of Wisconsin, Winnebago County Circuit Court "Order Adjourning John Doe Proceedings," commenced upon the petition of Gilbert F. Pollnow and Carl Sosnoski.

Exhibit 2 - FAA Form 5100-100 submitted by the County in connection with AIP Grant 3-55-0061-14, showing the sponsor's certification that no exclusive rights exist at any airport owned or operated by the County.

Exhibit 3 - "Airport Assurances," dated 7/94 showing Assurance No. 22 "Fee and Rental Structure," sections (a), (b) and (c).

Exhibit 4 - "Airport Assurances," dated 7/94 showing Assurance No. 24, "Fee and Rental Structure," in its entirety.

Exhibit 5 - "Airport Assurances," dated 7/94 showing Assurance No. 29, "Airport Layout Plan, section (a); and Wittman Regional Airport "Exhibit `A' Map" dated 7-20-94, from AIP grant 3-55-0061, showing airport boundaries, facilities, etc..

Exhibit 6 - Realtor Advertisement showing a private home for sale with direct private apron access to Wittman Regional Airport.

Unnumbered Exhibit - An illustration, submitted by the complainants, showing the "Declining Wittman Airport Passenger Service" and additional complainant arguments with regard to provisions concerning grant assurance number 24, "Fee and Rental Structure."

2) 12/27/95 Letter from United States Senator, Russ Feingold requesting that a status report on Mr. Pollnow's complaint be sent to Mr. Pollnow and a copy of the response to the Senator's Milwaukee office.

3) 1/29/96 Memorandum from Chief Counsel's Office to Gilbert F. Pollnow advising Mr. Pollnow the FAA must receive from him the names and addresses of each person who is the subject of the complaint in order to continue processing the complaint.

4) 2/6/96 Letter from Gilbert F. Pollnow and Carl Sosnoski, Jr.. Subject: Annotated addendum of addresses pertaining to Pollnow & Sosnoski v. Wittman Regional Airport, Docket No. 13-95-33.

5) 2/13/96 Letter from Chief Counsel's Office to Gilbert F. Pollnow and Carl Sosnoski, Jr. Advising that their complaint had been docketed.

6) 2/13/96 Letter from Chief Counsel's Office to Duncan Henderson, Airport Director, advising that their answer was due in 20 days.

7) 3/5/96 Letter from the FAA to Senator Feingold providing status of complaint.

8) 3/6/96 Letter of response to the complaint from Winnebago County, Office of Corporation Counsel.

Appendix A - Copy of lease agreement between Winnebago County and EAA (including amendments and exhibits).

Appendix B - Copy of Section 21.05 of the General Code of Winnebago County relating to rates and charges within the County.

Appendix C - The June 13, 1995 letter from the FAA Airport District Manager indicating that the FAA has no further comments on the lease as the arrangement appears to approach a reasonable return on investment.

Appendix D - Copy of Section 968.26 of the Wisconsin Statute discussing "John Doe proceeding."

9) 3/20/96 Letter from Gilbert F. Pollnow and Carl Sosnoski, Jr.. Re: Analysis of Winnebago County Corporation Counsel's response to Complaint No. 13-95-33.

Appendix A - "EAA Leased Premises Exhibit of Payment Projections for 1996-1998"

Appendix B - EAA Annual Report for the period ending December 31, 1994.

Appendix C - Wisconsin Marketing Statute 100.18 (1).

Appendix D - Excerpts from Wisconsin Statute governing "Crimes - Government and Administration."

10) 4/22/96 Letter from FAA Chief Counsel to Corporation Counsel for Winnebago County, forwarding a copy of the complainants reply to the County's answer to complaint number 13-95-33 and requesting rebuttal within 20 days.

11) 5/13/96 Letter from Corporation Counsel for Winnebago County to the FAA Office of Chief Counsel. Re: Rebuttal to the reply of the complainants regarding complaint no. 13-95-33.

Attachment - Section 19.59 of Wisconsin Statute regarding "General Duties of Public Officials," and discussing "Codes of ethics for local government officials, employees and candidates."

12) 7/2/96 Memorandum from the Manager of the FAA Airport's Law Branch to the Manager of the FAA Airport's Safety and Operations Division requesting consideration of complaint number 13-95-33 and a decision whether the complaint states facts that warrant formal or informal investigation.

13) -/-/- Brochure, (Undated), "Winnebago County Wisconsin, Wittman Regional Airport, Airport Master Plan, Executive Summary."

Department of Transportation
Division of Transportation Assistance
Bureau of Aeronautics
Madison, Wisconsin

FINDING IN THE MATTER OF THE
DEVELOPMENT OF THE

WITTMAN REGIONAL AIRPORT
Oshkosh, Wisconsin

Winnebago County desiring to sponsor an airport development project with federal and/or state aid, and having filed its petition with the Secretary of Transportation as provided by Section 114.33 of the Statutes; and

The sponsor, having held a public hearing in the matter after notice duly given as provided by law, and the Secretary of Transportation, having considered the information in the petition and presented at the hearing and facts pertinent to the proposed project of which he has knowledge, does hereby find and determine:

1. That the airport whose development is proposed by the Sponsor is a portion of the system of airports laid out by the Bureau of Aeronautics as provided by Section 114.01 of the Statutes, and that its development as such is necessary.

2. That the airport approved for such development is Wittman Regional Airport, the location and approximate boundaries of which are shown on the attached sketch.

3. That the airport be planned for ultimate development as a transport type airport in accordance with the Wisconsin Airport System Plan and/or an approved Airport Layout Plan.

4. That the Sponsor, by Agency Agreement dated June 7, 1995 has designated the Secretary of Transportation as its agent in accordance with Sections 114.32(5) and 114.31(7), Wisconsin Statutes.

5. That the Sponsor has executed an Airport Owner Assurances Agreement dated March 9, 1995 to comply with certain conditions to the receipt of federal and/or state aid in accordance with federal regulations and/or Section 114.31(7), Wisconsin Statutes.

6. That the character and extent of this project deemed necessary to provide a safe, usable and useful airport facility is as follows:

Extend Taxiway P2 West; Construct Connecting Taxiways and Aprons; Fencing.

Project # AIP 3-55-0061-17

Approximate Estimate of Cost

Engineering	$194,000.00
Construction	$1,109,500.00
Administration	$154,500.00
TOTAL	**$1,458,000.00**

Distribution of Cost

Federal	$1,208,000.00
State	$117,000.00
Sponsor	$133,000.00
TOTAL	**$1,458,000.00**

7. The project shall be accomplished with Federal and/or State and Sponsor funds as previous indicated.

The Sponsor, in accordance with Section 114.33(3), Wisconsin Statutes, and this Finding (Order) shall take action at its next meeting toward providing the Sponsor's share of the cost and promptly notify the Bureau of Aeronautics.

This Finding is issued by the Secretary of Transportation acting in accordance with Section 114.33, Wisconsin Statutes.

This Finding is approved and we certify that there is reasonable assurance that the project described will be located, designed, constructed and operated so as to comply with applicable air and water quality standards.

(SEAL)

Charles H. Thompson

Charles H. Thompson, Secretary
Department of Transportation

DATE: 8/4/96

Tommy G. Thompson

Tommy G. Thompson
Governor of Wisconsin

FAA EXHIBIT 5

S. DEPARTMENT OF TRANSPORTATION
DERAL AVIATION ADMINISTRATION

AIRPORT MASTER RECORD

PRINT DATE 05/05/97
AFD EFF DATE 03/27/97
FORM APPROVED OMB 2120-0015

SOC CITY: OSHKOSH
RPORT NAME: WITTMAN REGIONAL
AIRPORT(NM): 02 S
4 STATE: WI
FAA SITE NR: 27469.*A
5 COUNTY: WINNEBAGO WI
6 REG/ADO: AGL/MSP
7 SECT AERO CHT: CHICAGO

GENERAL

WNERSHIP: PUBLIC
WNER: WINNEBAGO COUNTY
DDRESS: 415 JACKSON ST
OSHKOSH, WI 54901
HONE NR: 414-424-0092
ANAGER: DUNCAN C. HENDERSON
DDRESS: 525 W 20TH ST
OSHKOSH, WI 54901
HONE NR: 414-424-0092
TTENDANCE SCHEDULE:

MONTHS	DAYS	HOURS
L	ALL	0700-2000

IRPORT USE: PUBLIC
RPT LAT: 43-59-03.719N ESTIMATED
RPT LONG: 088-33-25.414W
RPT-ELEV: 808 SURVEYED
CREAGE: 1313
IGHT TRAFFIC: NO
NON-COMM LANDING FEE: NO
NASP/FEDERAL AGREEMENT: NGY3
AR 139 INDEX: AU 05/73

SERVICES

>70 FUEL: A 100LL80
>71 AIRFRAME RPRS: MAJOR
>72 PWR PLANT RPRS: MAJOR
>73 BOTTLE OXYGEN: NONE
>74 BULK OXYGEN: HIGH/LOW
75 TSNT STORAGE: HGR TIE
76 OTHER SERVICES:
AFRT AVNCS CARGO CHTR INSTR RNTL SALES

FACILITIES

>80 ARPT BCN: CG
>81 APT LGT SKED: DUSK-DAWN
>82 UNICOM: 122.950
>83 WIND INDICATOR: YES -L
84 SEGMENTED CIRCLE: YES
85 CONTROL TWR: YES
86 FSS: GREEN BAY
87 FSS ON ARPT: NO
88 FSS PHONE NR: 414-494-7417
89 TOLL FREE NR: 1-WX-BRIEF

BASED AIRCRAFT

90 SINGLE ENG:	119
91 MULTI ENG:	35
92 JET:	3
TOTAL	157
93 HELICOPTERS:	0
94 GLIDERS:	0
95 MILITARY:	0
96 ULTRA-LIGHT:	0

OPERATIONS

100 AIR CARRIER:	1,168
101 COMMUTER:	0
102 AIR TAXI:	458
103 G A LOCAL:	38,338
104 G A ITNRNT:	40,489
105 MILITARY:	1,056
TOTAL	81,509

OPERATIONS FOR MOS ENDING

RUNWAY DATA

RUNWAY IDENT	04/22	09/27	13/31	18/36
LENGTH:	3424	6178	3000	8002
WIDTH:	75	150	75	150
SURF TYPE-COND	ASPH-F	ASPH-G	ASPH-F	CONC-F
SURF TREATMENT		GRVD		GRVD
GROSS WT: SW		75		65
(IN THSDS) DW		125		85
DTW		185		130
DDTW				

G/APCH AIDS

INTENSITY		HIGH		HIGH
NOW ELEMENT 81	/	/	/	/ /
RWY MARK TYPE-COND	BSC-F / BSC-F	PIR-F / PIR-F	BSC-F / BSC-F	PIR-F / PIR-F /
VASI	N / N	V4L / V4L	N / N	V4L / P4L /
THR CROSSING HGT	/	50 / 47	/	47 / 52 /
VISUAL GLIDE ANGLE	/	3.00 / 3.00	/	3.00 / 3.00 /
CNTRLN-TDZ	N-N / N-N	N-N / N-N	N-N / N-N	N-N / N-N /
RVR-RVV	N-N / N-N	N-N / N-N	N-N / N-N	N-N / N-N /
REIL	N / N	/ Y	N / N	Y / /
APCH LIGHTS	/	ODALS /	/	/ MALSR /

OBSTRUCTION DATA

FAR 77 CATEGORY	A(V) / A(V)	C / C	A(V) / A(V)	C / PIR /
DISPLACED THR	/	/	/	/ /
CTLG OBSTN	/ PLINE	TREE / POLE	POLE / TREE	/ /
OBSTN MARKED/LGTD	/	/	/	/ /
HGT ABOVE RWY END	/ 39	70 / 16	30 / 15	/ /
DIST FROM RWY END	/ 550	2410 / 563	1485 / 559	/ /
CNTRLN OFFSET	/ 175L	45L / 282R	92L / 33R	/ /
OBSTN CLNC SLOPE	50:1 / 8:1	31:1 / 22:1	42:1 / 23:1	50:1 / 50:1 /
CLOSE-IN OBSTN	N / N	N / N	N / N	N / N /

:1 LANDING LENGTH

LANDING RWY-LENGTH	/	/	/	/ /
CTLG OBSTACLE	/	/	/	/ /
HGT-ABOVE THR	/	/	/	/ /
DIST FROM THR	/	/	/	/ /
CNTRLN OFFSET	/	/	/	/ /

ARPT MGR PLEASE ADVISE FSS IN ITEM 86 WHEN CHANGES OCCUR TO ITEMS PRECEDED BY >

10 REMARKS:
17 FOR ARPT ATTENDANT OTR HRS CALL 414-236-7820.
PPR 30 MINS BEFORE ARR/DEP FOR UNSKED ACR OPNS WITH MORE THAN 30 PSGR SEATS; CTC CITY OF OSHKOSH FIRE DEPT 414-424-7767 OR 41
-236-4986.
RWY04/22 MAXIMUM WEIGHT BEARING CAPACITY FOR ANY ACFT IS 50000 LBS.
RWY13/31 MAXIMUM WEIGHT BEARING CAPACITY FOR ANY ACFT IS 50000 LBS.
31 WHEN ATCT CLSD HIRL RY 09/27 PRESET ON MED INTST; TO INCR INTST & ACTVT HIRL RY 18/36; MALSR RY 36 & ODALS RY 09 - CTAF.
10 -01 MIN 2 WEEKS PPR BY AMGR FOR RY 18 ACFT ARRESTING DEVICE BAK12 LCTD 1800 FT FM THLD.
10 -02 MIN 2 WEEKS PPR BY AMGR FOR RY 36 ACFT ARRESTING DEVICE BAK12 LCTD 1500 FT FM THLD.
10 -04 BIRDS ON & INVOF ARPT ESPECIALLY GULLS.
10 -05 PORTIONS OF RY 09/27 BETWEEN TWYS B1 & B3 NOT VISIBLE FM ATCT.

INSPECTOR: (F)
112 LAST INSP: 06/22/95
113 LAST INFO REQ: