Agenda
Airport Commission Meeting
9900 52nd Street, Airport Conference Room
Wednesday, May 26, 2021
4:00 PM

Chairperson Steve Bostrom
Vice-Chairperson (currently vacant)

Commissioner Rocco LaMacchia Sr.
Commissioner Pete Spear
Commissioner Tye Hammerle

Call to Order
Roll Call
Citizens Comments

Approval of the Minutes of the Teleconference Meeting Held on April 28, 2021

1. Election of Chairperson and Vice-Chairperson

2. Hangar Application for SBT Group, LLC

3. Hangar Application for M Aviation Real Estate, LLC

4. Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid between the City of Kenosha and Wisconsin Department of Transportation

5. Agency Agreement and Federal Block Grant Owner Assurances between City of Kenosha and Wisconsin Department of Transportation

6. Distribution Easement Underground Agreement between City of Kenosha and WE Energies

7. Temporary Limited Easement Agreement between City of Kenosha and NP Kenosha Industrial, LLC

8. Discussion of Airport Operations.

Commissioners’ Comments

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4161 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.
Approval of the Minutes of the Teleconference Meeting
Held on April 28, 2021
Minutes
Airport Commission Meeting
TELECONFERENCE
9900 52nd Street, Airport Conference Room
Wednesday, April 28, 2021
4:00 PM

Chairperson Steve Bostrom
Vice-Chairperson Bob Carlson

Commissioner Rocco LaMacchia Sr.
Commissioner Pete Spear
Commissioner Tye Hammerle

Call to Order

A meeting of the Airport Commission was held on April 28, 2021 via Teleconference. The meeting was called to order by Vice-Chairperson Carlson at 4:03 pm.

Roll Call

All Commissioners were present by telephone except Chairperson Bostrom who was excused.

Approval of the Minutes of the Teleconference Special Meeting Held on March 31, 2021.

Commissioner LaMacchia moved to approve the minutes and was seconded by Commissioner Spear. Motion passed 4-0.

1. Agreement of Sublease between 9910 Properties LLC and Skill Aviation Services LLC

Vice-Chairperson Carlson opened up this item to a public hearing. No one spoke. Vice-Chairperson Carlson asked Mr. Reed for an overview of this item. After questions and discussion, Commissioner LaMacchia motioned to approve and was seconded by Commissioner Spear. Motion passed 4-0

2. Discussion of Airport Operations

Mr. Reed stated that things were getting back to normal. The Airport hasn't seen a 100,000 gallons in March since 2018. This is most likely due to the runway extension. The Customs building will be delayed a month to break ground. The contractors are waiting on AT&T to complete work on underground wires. Vice-Chairperson Carlson term has ended and Mr. Reed and the commissioners thanked him for his service on the Airport Commission.

Commissioners' Comments

None

Vice-Chairperson Carlson adjourned the meeting at 4:15 pm
2. Hangar Application for SBT Group, LLC
APPLICATION FOR HANGAR DEVELOPMENT
(Each hangar requires separate application)

SECTION A: APPLICANT INFORMATION

NAME: SBT GROUP, LLC
ADDRESS: 10440 5200 STREET
KENOSHA, WI 53144
PHONE: 815 341 8095
E-MAIL: Saul@aviationadvisor.com

SECTION B: BUILDING INFORMATION

1) SIZE OF HANGAR (check one)
- □ 75 X 75 (minimum size)
- □ 80 X 80
- □ 100 X 100
- □ 150 X 150 or larger
- □ Other 150 X 130

2) TYPE OF CONSTRUCTION (check one)
- □ Metal Only   □ Metal and Masonry (% and type)
- □ Masonry Only (Type)
- □ Pre-Stressed Concrete
- □ Other

3) OFFICE SPACE (check one)
- □ None
- □ Interior S.F.
- □ Exterior S.F. (type of materials to be used if exterior office) Mak
4) BUILDING USE (check one)
☐ Owner(s) Personal Storage  Number of Aircraft and Type __________________________
  (if checked go to Number 6)
☐ Contractor Spec.
☒ Commercial Use

If Commercial use check the following which apply:
☐ Corporate Flight Department (number of aircraft and type) use separate sheet if necessary.

☐ Single Service (List Service ie. Aircraft Maintenance)

☐ Multi-Service (more than one service excluding aircraft fueling) List Services:

☒ FBO (five or more services including aircraft fueling) List Services:
  AIRCRAFT MANAGEMENT, AIRCRAFT CHARTER, AIRCRAFT SALES,
  AIRCRAFT REPAIR, FLIGHT TRAINING, AIRCRAFT FUEL SALES

5) IF REQUESTED, HOW SOON COULD YOU PROVIDE A BUSINESS PLAN
   (Commercial Use Only)

6) HOW SOON COULD YOU PROVIDE PRELIMINARY PLANS? 4/20/07

7) HOW SOON COULD YOU BE PREPARED TO APPLY FOR BUILDING PERMITS?
   (check one)
☐ 3 months  ☐ 6 months  ☐ 12 months  ☑ other IMMEDIATE

SECTION C: FINANCIAL INFORMATION

1) ESTIMATED CONSTRUCTION COSTS (check one)
   Lease terms are determined by value
☐ $500,000 or less (20 years)
☐ $500,000 – 1 M (25 years)
☒ Over 1 M, specify 1.8 – 2.3 (30 years)
2) DO YOU CURRENTLY HAVE 100% OF THE CAPITOL FOR THIS DEVELOPMENT?

☑ YES ☐ NO
IF NO, PLEASE COMMENT

3) COULD YOU SUPPLY A FINANCIAL STATEMENT WITHIN THE NEXT 60 DAYS IF REQUESTED? ☑ YES ☐ NO
IF NO, PLEASE COMMENT

This application will be reviewed by the Airport Commission as hangar sites become available. Applications are NOT approved on a first come basis. Applications are approved only if it is in the best interest of the airport. Application's which are approved shall: • Be notified in writing of the approved application. • Be assigned a hangar site as appropriate to its size and use. • Have 90 days after approval to enter into a lease with the city of Kenosha (should applicant fail to enter into a lease agreement within the 90 day period, with no cause of the city, approval may be withdrawn at city's discretion) • Application fee of $125.00 must be enclosed (application will be returned if fee not enclosed).

Application's not approved will be notified in writing on a timely basis.

APPLICANT SIGNATURE

DATE: 4/21/2021

APPLICATIONS RETURNED TO:

COREY A. REED, AIRPORT DIRECTOR
KENOSHA REGIONAL AIRPORT
9900 - 52nd STREET
KENOSHA, WI 53144

MAKE CHECKS PAYABLE TO: CITY OF KENOSHA

APPLICANT: Please enclose any additional information which you feel the commission should consider in reviewing your application.

Below space for office use only:
k. Applicant is not credit worthy or has not demonstrated the financial ability to perform.

l. Applicant has not demonstrated sufficient business background or capability to demonstrate project success.

m. Applicant has not shown proof of insurance or insurability in amounts and coverages required by this Ordinance.

E. Other Requirements. An applicant whose application was approved by the Common Council, may not commence construction of improvements or operation at Airport until:

1. A lease or contract terms have been negotiated.

2. A lease or contract has been drafted or approved by the City Attorney, recommended by the Airport Commission and approved by the Common Council.

3. A lease or contract has been fully executed.

4. Applicant has procured required insurance and filed a Certificate of Insurance with the Airport Director.

5. Applicant has posted required bonds and assurances, if any.

6. Applicant has obtained required land use, Occupancy and Building Permits and other required governmental permits and approvals.

25.07 MINIMUM STANDARDS FOR FIXED BASE OPERATOR

A. Definition. A Fixed Base Operator is a person who provides a minimum of six of the following Commercial Aeronautical Services at Airport:

- Aircraft Sales (new or used)
- Airframe and Power Plant Facilities
- Aircraft Rental
- Flight Training
- Aircraft Fueling and Oil Dispensing
- Specialized Aircraft Repair Services
- Aircraft Charter and Air Taxi
- Specialized Commercial Flying Services
- Agricultural Spraying
- T-Hangar and Common Hangar Storage
- Air Cargo
- Aircraft Painting
- Aircraft Upholstery
- Scheduled Air Carrier or Scheduled Air Taxi
- Sale of Pilot Supplies
- Sale of Aircraft Parts

Only a Fixed Base Operator can engage in Aircraft Fueling and Oil Dispensing to the public, for profit. This requirement may be waived, but only under circumstances where there would be no aircraft fueling and oil dispensing at Airport, absent a waiver.

B. Minimum Standards and Requirements. A Fixed Base Operator, as a condition of being permitted to operate at Airport, shall:

1. Lease a minimum of 40,000 square feet of ground space.

2. Provide a building with a minimum of 14,400 square feet of floor space for aircraft storage, repair and maintenance, office, customer lounge, and restrooms; all properly heated and lighted.

3. Lease aircraft parking ramp area adequate for operation, as determined by the Commission and
Owned Automobiles;  
Hired Automobiles; and,  
Non-owned Automobiles.

Where aviation fuel or other petroleum product is dispensed on leased premises, environmental liability (pollution) insurance coverage, with a minimum limit of One Million ($1,000,000.00) Dollars, is required, including third party bodily injury and property damage protection and resulting cleanup, as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

25.08 MINIMUM STANDARDS FOR AIRFRAME AND POWER PLANT OPERATOR

A. Definition. An Airframe and Power Plant Operator is a person who provides the following Commercial Aeronautical Services at Airport:  
Aircraft engine and airframe maintenance and repair  
(Incidental sale of aircraft parts and accessories is permitted as a companion use).

B. Minimum Standards And Requirements. An Airframe and Power Plant Operator, as a condition of being permitted to operate at Airport, shall:
1. Lease a minimum of 13,500 square feet of ground space.
2. Provide a building with a minimum of 6,000 square feet of floor space for aircraft storage, repair and maintenance, office, customer lounge, and restrooms; all properly heated and lighted.
3. Lease aircraft parking ramp area adequate for operation, as determined by the Commission and obtain aircraft Parking Ramp Permit.
4. Provide paved vehicle parking within the leased area adequate for operations, as determined by Commission.
5. Provide a paved walkway within the leased area to accommodate pedestrian access to the operators office.
6. Provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators land or buildings to the taxiway or to the access to the taxiway that is provided by Owner.
7. Be open for business during days and hours specified in a business plan approved by Commission.
8. Have on-duty personnel in sufficient number and with sufficient training and experience and FAA rating to provide an adequate level of service to its customers.
9. Have equipment and supplies on hand to provide an adequate level of service to its customers.
10. Provide office, training and reception areas adequate for services offered.
11. Segregate any painting area from other operations.
12. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

C. Insurance Policies. Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance
obtain aircraft Parking Ramp Permit.

4. Provide paved vehicle parking within the leased area adequate for operations, as determined by Commission.

5. Provide a paved walkway within the leased area to accommodate pedestrian access to the operators office.

6. Provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators land or buildings to the taxiway or to the access to the taxiway that is provided by Owner.

7. Be open for business during days and hours specified in a business plan for each Commercial Service approved by Commission.

8. Have on duty personnel in sufficient number and with sufficient training and experience and FAA rating to provide an adequate level of service to its customers for each Commercial Service.

9. Have equipment and supplies on hand to provide an adequate level of service to its customers for each Commercial Service.

10. Provide office, training and reception areas adequate for services offered.

11. Segregate any painting area from other operations.

12. Meet any additional minimum standards and requirements of this Ordinance for each particular Commercial Service offered.

13. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

Nothing contained herein shall be interpreted to require each Commercial Service to be provided through separate or independent facilities, equipment or personnel.

C. Insurance Policies. Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;

- General Liability Insurance with a minimum limit of One Million ($1,000,000.00) Dollars per occurrence and One Million ($1,000,000.00) Dollars per passenger seat, where applicable, having the following coverages:
  Premises and Operations, including Hangarkeepers;
  Independent Contractor and Subcontractors;
  Products and Completed Operations;
  Contractual; and,
  Death and Personal Injury.

- Automobile Liability Insurance with a minimum single limit of liability of One Million ($1,000,000.00) Dollars for death and bodily injury, and Five Hundred Thousand ($500,000.00) Dollars for property damage, having the following coverages:
3. Hangar Application for M Aviation Real Estate, LLC
KENOSHA REGIONAL AIRPORT
9900 – 52nd STREET
KENOSHA, WI 53144

APPLICATION FOR HANGAR DEVELOPMENT
(Each hangar requires separate application)

SECTION A: APPLICANT INFORMATION

M Aviation Real Estate LLC
NAME: Thomas Stranz
ADDRESS: 8750 W. Bryn Mawr Suite 1000
               Chicago IL, 60631
PHONE: 847-809-9340
E-MAIL: tstranz@method.com

SECTION B: BUILDING INFORMATION

1) SIZE OF HANGAR (check one)
☐ 75 X 75 (minimum size) ☐ 80 X 80 ☐ 100 X 100
☐ 150 X 150 or larger ☒ Other 14,400 sq ft

As we are looking to secure a fuel farm, we will build to the minimum size of

2) TYPE OF CONSTRUCTION (check one)
☐ Metal Only ☒ Metal and Masonry (% and type) Required minimums for Masonry
☐ Masonry Only (Type)
☐ Pre-Stressed Concrete
☐ Other

3) OFFICE SPACE (check one)
☐ None
☒ Interior S.F. Approx 2000-3000 S.F.
☐ Exterior S.F. (type of materials to be used if exterior office)

APPLICATION FEE $125.00
NON-REFUNDABLE

OWNER(S) INFORMATION (if different from applicant)
List names of all owners-partners. Use separate sheet if necessary.

NAME: __________________________
ADDRESS: ______________________
PHONE: _________________________
E-MAIL: ________________________
4) BUILDING USE (check one)
  ☑ Owner(s) Personal Storage  Number of Aircraft and Type: Embraer Praetor 600
  (if checked go to Number 6)
  □ Contractor Spec.
  □ Commercial Use

If Commercial use check the following which apply:
  □ Corporate Flight Department (number of aircraft and type) use separate sheet if necessary.

□ Single Service (List Service i.e. Aircraft Maintenance)
□ Multi-Service (more than one service excluding aircraft fueling) List Services:

□ FBO (five or more services including aircraft fueling) List Services:

5) IF REQUESTED, HOW SOON COULD YOU PROVIDE A BUSINESS PLAN
   (Commercial Use Only)

6) HOW SOON COULD YOU PROVIDE PRELIMINARY PLANS?  60-90 days (possible COVID delays)

7) HOW SOON COULD YOU BE PREPARED TO APPLY FOR BUILDING PERMITS?
   (check one)
   ☑ 3 months  □ 6 months  □ 12 months  □ other

SECTION C: FINANCIAL INFORMATION

1) ESTIMATED CONSTRUCTION COSTS (check one)
   Lease terms are determined by value
   □ $500,000 or less (20 years)
   □ $500,000 – 1 M (25 years)
   ☑ Over 1 M, specify Possibly 1M - 2M (30 years)
2) DO YOU CURRENTLY HAVE 100% OF THE CAPITOL FOR THIS DEVELOPMENT?

☐ YES  ☐ NO

IF NO, PLEASE COMMENT

3) COULD YOU SUPPLY A FINANCIAL STATEMENT WITHIN THE NEXT 60 DAYS IF REQUESTED?  ☒ YES  ☐ NO

IF NO, PLEASE COMMENT

This application will be reviewed by the Airport Commission as hangar sites become available. Applications are NOT approved on a first come basis. Applications are approved only if it is in the best interest of the airport. Applications which are approved shall: • Be notified in writing of the approved application. • Be assigned a hangar site as appropriate to its size and use. • Have 90 days after approval to enter into a lease with the city of Kenosha (should applicant fail to enter into a lease agreement within the 90 day period, with no cause of the city, approval may be withdrawn at city’s discretion). • Application fee of $125.00 must be enclosed (application will be returned if fee not enclosed).

Application’s not approved will be notified in writing on a timely basis.

APPLICANT SIGNATURE

DATE: 4/20/2021

APPLICATIONS RETURNED TO:

COREY A. REED, AIRPORT DIRECTOR
KENOSHA REGIONAL AIRPORT
9900 - 52nd STREET
KENOSHA, WI 53144

MAKE CHECKS PAYABLE TO: CITY OF KENOSHA

APPLICANT: Please enclose any additional information which you feel the commission should consider in reviewing your application.

Below space for office use only:
supply of quality fuel on hand.

4. Provide a metered, filter-equipped dispenser, fixed or mobile, which meets all Federal, State and local laws, rules and regulations for the dispensing of fuel.

5. All locations and types of fuel storage will be approved by the Commission.

6. Employ trained personnel approved for the dispensing of aviation fuel in accordance with F.A.A. guidelines.

7. Pay the current fuel flowage and tank fees as determined by the Commission.

8. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

C. Insurance Policies. Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million ($1,000,000.00) Dollars per occurrence having the following coverages:
  - Premises and Operations, including Hangarkeepers;
  - Independent Contractor and Subcontractors;
  - Products and Completed Operations;
  - Contractual; and,
  - Death and Personal Injury.

Where aviation fuel or other petroleum product is dispensed on leased premises, environmental liability (pollution) insurance coverage, with a minimum limit of One Million ($1,000,000.00) Dollars, is required, including third party bodily injury and property damage protection and resulting cleanup, as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

25.12 MINIMUM STANDARDS FOR SELF-FUELING OPERATOR

A. Definition. A Self-Fueling Operator is a person who provides the following Commercial Aeronautical Service at Airport:

Fueling of aircraft owned, leased, managed or operated by Operator. (Fuel may not be dispensed to the general public, or to others for profit. Cooperative fueling, as defined herein, is prohibited.)

B. Minimum Standards And Requirements. A Self-Fueling Operator, as a condition of being permitted to operate at Airport, shall:

1. Lease a minimum of 40,000 square feet of ground space.
2. Provide a building with a minimum of 14,400 square feet of floor space for aircraft storage, office, and restrooms, all properly heated and lighted.

3. Lease aircraft parking ramp area adequate for operation, as determined by the Commission, and obtain Aircraft Parking Ramp Permit.

4. Provide paved vehicle parking within the leased area adequate for operations, as determined by the Commission.

5. Provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

6. Provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's land or buildings to the taxiway or to the access to the taxiway that is provided by Owner.

7. Provide at least 10,000 gallons of fuel storage for each type of fuel.

8. Provide metered, filter-equipped dispenser, fixed or mobile, which meets all Federal, State and local laws, rules and regulations for the dispensing of fuel.

9. All locations and types of fuel storage will be approved by the Airport Commission.

10. Employ trained personnel approved for the dispensing of aviation fuel in accordance with F.A.A. guidelines.

11. Pay the current fuel flowage and tank fees as determined by the Commission.

12. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

C. Insurance Policies. Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million ($1,000,000.00) Dollars per occurrence having the following coverages:
  - Premises and Operations, including Hangarkeepers;
  - Independent Contractor and Subcontractors;
  - Products and Completed Operations;
  - Contractual; and,
  - Death and Personal Injury.

Where aviation fuel or other petroleum product is dispensed on leased premises, environmental liability (pollution) insurance coverage, with a minimum limit of One Million ($1,000,000.00) Dollars, is required, including third party bodily injury and property damage protection and resulting cleanup, as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.
4. Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid between the City of Kenosha and Wisconsin Department of Transportation
RESOLUTION

SPONSOR: MAYOR

RESOLUTION PETITIONING
THE SECRETARY OF TRANSPORTATION
FOR AIRPORT IMPROVEMENT AID

WHEREAS, the City of Kenosha, Kenosha County, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the sponsor desires to develop or improve the Kenosha Regional Airport, Kenosha County, Wisconsin,

"PETITION FOR AIRPORT PROJECT"

WHEREAS, the foregoing proposal for airport improvements has been referred to the city plan commission for its consideration and report prior to council action as required by Wis. Stat. §62.23(5), and

WHEREAS, airport users have been consulted in formulation of the improvements included in this resolution, and

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat. §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition, and

THEREFORE, BE IT RESOLVED, by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a National Non-Primary type airport as defined by the Federal Aviation Administration.

2. The character, extent, and kind of improvements desired under the project are as follows: Reconstruct/Rehabilitate Runway 15/33; Reconstruct/Rehabilitate runway & taxiway lighting including REILs; Reconstruct Taxiway B and connector taxiways; Reconstruct Taxiways D (north), D1, E, E1 & F; Remove Taxiway D (south); Reconstruct hangar taxiways/taxilanes; Construct east and west side hangar development areas; Reconstruct north, south, and west aprons; Sealcoat and joint rehabilitation of asphalt pavements; Joint rehabilitation of concrete pavements; convert Runway 7R/25L to turf runway; Construct perimeter road; Rehabilitate snow removal equipment building; Acquire snow removal equipment; Wildlife hazard assessment; Land acquisition for approach protection and/or
development; Update master plan; Install rotating beacon; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.

3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the sponsor is required by Wis. Stat. §114.32(5) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"

THEREFORE, BE IT RESOLVED, by the sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such, in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. §32.02; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

FURTHER, the sponsor requests that the Secretary provide, per Wis. Stat. §114.33(8)(a), that the sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

"AIRPORT OWNER ASSURANCES"

AND BE IT FURTHER RESOLVED that the sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Wis. Admin. Code Trans §55, or in accordance with sponsor assurances enumerated in a federal grant agreement.
AND BE IT FURTHER RESOLVED THAT THE Mayor, John M. Antaramian, and the City Clerk/Treasurer, Matt Krauter, be authorized to sign and execute the agency agreement and federal block grant owner assurances authorized by this resolution.

Adopted this _____ day of ________________________, 2021.

ATTEST: ___________________________ Date: __________

MATT KRAUTER, City Clerk/Treasurer

APPROVED: ___________________________ Date: __________

JOHN M. ANTARAMIAN, Mayor

Drafted By:

WILLIAM K. RICHARDSON
Assistant City Attorney
5. Agency Agreement and Federal Block Grant Owner Assurances between the City of Kenosha and Wisconsin Department of Transportation
AGENCY AGREEMENT AND
FEDERAL BLOCK GRANT OWNER ASSURANCES

Department of Transportation
Bureau of Aeronautics
Madison, Wisconsin

WHEREAS, the City of Kenosha, Kenosha County, Wisconsin, hereinafter referred to as the sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the Kenosha Regional Airport project to:

Reconstruct/Rehabilitate Runway 15/33; Reconstruct/Rehabilitate runway & taxiway lighting including REILs; Reconstruct Taxiway B and connector taxiways; Reconstruct Taxiways D (north), D1, E, E1 & F; Remove Taxiway D (south); Reconstruct hangar taxiways/taxilanes; Construct east and west side hangar development areas; Reconstruct north, south, and west aprons; Sealcoat and joint rehabilitation of asphalt pavements; Joint rehabilitation of concrete pavements; convert Runway 7R/25L to turf runway; Construct perimeter road; Rehabilitate snow removal equipment building; Acquire snow removal equipment; Wildlife hazard assessment; Land acquisition for approach protection and/or development; Update master plan; Install rotating beacon; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.

WHEREAS, the sponsor adopted a resolution on __________________________, 2021, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution, and agreeing to maintain and operate the airport in accordance with certain conditions; and

AGENCY AGREEMENT

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the sponsor until financial closing of this project;

NOW THEREFORE, the sponsor and the Secretary do mutually agree that the Secretary shall act as the sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the sponsor.

By: SECRETARY OF TRANSPORTATION

David M. Greene, Director
Bureau of Aeronautics

(Date)

FEDERAL BLOCK GRANT OWNER ASSURANCES

WHEREAS, the sponsor does agree to the conditions established in Wis. Admin. Code Trans §55, and for projects receiving federal aid, to the attached federal sponsor assurances, which are a condition of
a federal grant of funds.

The federal block grant owner assurances shall remain in full force and effect throughout the useful life of the facilities developed under this project, but in any event not to exceed twenty (20) years from the date of the finding (except for land projects, which shall run in perpetuity);

Acceptance: The sponsor does hereby accept the agency agreement and the federal block grant owner assurances.

Sponsor: The City of Kenosha, Kenosha County, Wisconsin

Name: John M. Antaramian
Mayor
Title
Date

Name: Matt Krauter
City Clerk/Treasurer
Title
Date
6. Distribution Easement Underground Agreement between the City of Kenosha and WE Energies
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF KENOSHA, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 12 feet in width being a part of the Grantor's premises located in the Northwest 1/4 of Section 32, Township 2 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

1. Purpose: The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Utility poles are strictly prohibited within the easement area. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

The Grantee's equipment may not encroach into protected airspace except in emergencies.

The Grantee agrees that no poles or surface structures of any kind shall be placed upon the airport without prior approval of the Grantor. The Grantee agrees not to replace or relocate any existing facilities within the easement area without the prior approval of the Grantor. It being understood and agreed, however, that such approvals shall not be unreasonably withheld.

2. Access: Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.

The Grantee shall notify Grantor when needing to enter, bring any vehicle and equipment into and conduct repair, maintenance, and other operations within said easement area.

3. Buildings or Other Structures: Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.

4. Elevation: Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. Restoration: Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor’s rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

9. **Indemnification and Hold Harmless:** In consideration of the foregoing grant, it is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, Grantee will indemnify, save, and hold harmless the Grantor, its successors and assigns, from any and all claims, liabilities, losses, costs, damages or expenses for injury or death of any person and any damages to property arising out of Grantee’s exercise of any of its rights under this easement; excepting, however, 1) any claims, liabilities, losses, costs, damages or expenses arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, employees, agents and invitees; 2) any special, consequential or indirect damages, including but not limited to, loss of profit or revenue, and diminution in value; and 3) any environmental claims, liabilities, losses, costs, damages or expenses not directly caused by the construction or operation of said facilities.

10. **Airport Operations:** The Grantee expressly agrees for itself, its successors and assigns, to prevent any use of said easement lands which will interfere with or adversely affect the operation or maintenance of the airport.
Grantor:

CITY OF KENOSHA

By __________________________

(Print name and title): __________________________

By __________________________

(Print name and title): __________________________

Personally came before me in __________________________ County, Wisconsin on __________________________, 2021,

the above named __________________________, the __________________________

and __________________________, the __________________________

of the CITY OF KENOSHA.

________________________________________________________________________

Notary Public Signature, State of Wisconsin

________________________________________________________________________

Notary Public Name (Typed or Printed)

________________________________________________________________________

(NOTARY STAMP/SEAL)

My commission expires __________________________

Grantee:

WISCONSIN ELECTRIC POWER COMPANY
d/b/a We Energies

By: __________________________

Dawn M. Neuy-Manager of Real Estate Services

Acknowledged before me in __________________________ County, State of Wisconsin, on __________________________, 2021,

by Dawn M. Neuy, the Manager of Real Estate Services for WISCONSIN ELECTRIC POWER COMPANY d/b/a We Energies.

________________________________________________________________________

Notary Public Signature, State of Wisconsin

________________________________________________________________________

Notary Public Name (Typed or Printed)

________________________________________________________________________

(NOTARY STAMP/SEAL)

My commission expires __________________________

This instrument was drafted by Tracy Zwiebel on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.
Temporary Exhibit "A"
Relocation of existing cable

12' Easement Areas (yellow)
Temporary Exhibit "A"
New transformer for service to building

12' Easement Area (yellow)
7. Temporary Limited Easement Agreement between the City of Kenosha and NP Kenosha Industrial, LLC
TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation - Aeronautics
Exempt from fee: s.77.55(12) Wis. Stats.
BOA 8/2017 Ch. 114 Wis. Stats.

THIS EASEMENT, made by City of Kenosha, GRANTOR, conveys a temporary limited easement as described below to the NP Kenosha Industrial, LLC, GRANTEE, for the sum of One Thousand Nine Hundred dollars ($1,900.00) for the purpose of conducting drainage improvement activities.

This is not homestead property.

Property Description
(see attached Exhibit A)

GRANTOR, having been fully informed of GRANTOR’S right to have the above-described temporary easement appraised, and to receive just compensation for the easement based on an appraisal, waived the right to an appraisal and agrees to accept settlement in the above-stated amount as full payment for the easement, subject to approval by the Wisconsin Department of Transportation, as further consideration for this agreement.

This easement shall terminate upon completion of the construction project for which this instrument is given, or by 9/1/2021 whichever occurs first.

(Signature)

(Print Name)

(Signature)

(Print Name)

(State of Wisconsin)

County } ss.

On the above date, this instrument was acknowledged before me by the above-named person(s) or officers.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)
LEGAL DESCRIPTION:

Being a part of the Northeast 1/4 of the Northeast 1/4 of Section 32 and the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 2 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin, described as follows:

Commencing at the northeast corner of the Northeast 1/4 of said Section 32, thence South 02°41’35” East along the east line of said 1/4 Section, 96.40 feet; thence South 87°18’25” West, 33.00 feet to the Point of Beginning:

Thence continuing South 87°18’25” West, 30.00 feet; thence North 09°40’52” West, 132.65 feet; thence North 01°15’13” West, 1331.11 feet; thence North 88°44’47” East, 47.00 feet to the west right of way line of 88th Avenue (County Trunk Highway "H"); thence South 01°15’13” East along said west right of way line, 1364.80 feet; thence South 02°41’35” East along said west right of way line, 96.40 feet to the Point of Beginning.

EXHIBIT A
Pinnacle Engineering Group
20725 Watertown Road | Suite 100 | Brookfield, WI 53186
WWW.PINNACLE-ENGR.COM

03/02/2021
00/222-29-400-001
UNPLATTED LANDS

TAX KEY

SOUTH LINE OF THE SE 1/4 SEC. 29, T2N, R22E
NORTH LINE OF THE NE 1/4 SEC. 32, T2N, R22E

TAX KEY

N09°40’52”W 132.65’
S87°18’25”W 30.00’

S02°41’35”E 96.81’
S02°41’35”E 96.40’

NE CORNER, NE 1/4 SEC. 32, T2N, R22E
(SE CORNER, SE 1/4 SEC. 29, T2N, R22E)
C.S.M. NO. 1874

S87°18’25”W 33.00’
EAST LINE OF THE NE 1/4 SEC. 32, T2N, R22E

PROPOSED TEMPORARY
LIMITED EASEMENT - GRADING
67,562 SQ. FT.
1.5510 AC.

88TH AVENUE
COUNTY TRUNK
HIGHWAY "H"
(66’ PUBLIC R.O.W.)

PARCEL 1
C.S.M. NO. 843

NORTH

GRAPHICAL SCALE (FEET)
0 1” = 200’ 400’
Detailed Fuel Flowage History and Air Traffic Counts
History Spreadsheets
### Kenosha Regional Airport DETAILLED Fuel Flowage History

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**Detailed Fuel Flowage History**

- **2007**: 906,190
- **2008**: 1,040,473
- **2009**: 817,895
- **2010**: 777,230
- **2011**: 762,028
- **2012**: 818,875
- **2013**: 813,035
- **2014**: 809,334
- **2015**: 955,156
- **2016**: 980,285
- **2017**: 1,131,199
- **2018**: 1,124,095
- **2019**: 1,105,941
- **2020**: 649,242
- **2021**: 380,722
### Kenosha Regional Airport
**Air Traffic Control Counts History**

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### Air Traffic Counts History

Bar chart showing the annual counts from 2007 to 2021, with years 2007 to 2021 listed on the x-axis and counts ranging from 0 to 80,000 on the y-axis.