

4862 Sheboygan Ave 1761
Madison, WI 53705
608-267-2142

From: "Stritchko, Megan - DOT" <Megan.Stritchko@dot.wi.gov>
Date: February 13, 2012 14:24:10 CST
To: "Joel Gunnlaugson (chairman@washingtonisland-wi.gov)"
<chairman@washingtonisland-wi.gov>
Subject: On-Airport Event

Hi Joel,

Per your request, here is a list of things that need to be considered when holding a non-aeronautical event on the airport:

- 1. Location and details of the event.** A brief description of what the event will entail (when, how long, how many people, set-up, etc) as well as a map showing where on the airport the event will occur.
- 2. Impact on aeronautical use of the airport.** Will all or part of the airport need to be closed for the event? How might the event impact airport users and tenants? (I suggest consulting users and tenants about the event and getting their input.) How will you notify users that the event will be taking place? Will the event cause wear and tear on airport infrastructure?
- 3. Risks and liability.** There should be a lease agreement between the airport and the sponsor of the event. The lease agreement must absolve the airport sponsor of all risk and liability associated with the event. You should consider whether you want to the event sponsor to have a certain level of insurance coverage to protect the airport from liability.
- 4. Safety and security.** There should be a written safety and security plan for the event. How will you control the event attendees and keep them off of the active portions of the airport? Will the event be outside of the runway protection zones and other safety areas? Is the event compatible with airport operations – the event shouldn't create any visual obstructions for pilots (ie smoke, steam), attract hazardous wildlife, or create any height obstructions. How will you control negative impacts on airport operations?

5. Financial and local benefits. What is the benefit to the airport (not to the town or community, to the *airport*)? The use of airport property for non-aeronautical events must provide a benefit to the airport that is at **fair market value**. In other words, what would it cost to hold this event on private property? Moreover, the benefit to the airport must be a **net** fair market value. For example, if the airport has to incur maintenance or personnel costs as a result of the event, those cost must be paid by the event sponsor in addition to the payment for "renting" airport property.

If I think of any more issues, I'll be sure to send them your way. In the meantime, please don't hesitate to contact me if you have any questions.

Thanks,

Megan

Megan Stritchko

Airport Compliance Program Manager

Bureau of Aeronautics

Wisconsin Department of Transportation

608-267-2142

megan.stritchko@dot.wi.gov

3/28/2012

Megan Stritchko
4802 Sheboygan Avenue, 701
Madison, WI 53705

Re: Washington Island Airport (2P2)

In consideration of FAA Order 5190.6B "Airport Compliance Requirements" and in consideration of Grant Assurances associated with acceptance of FAA funding at the Washington Island Airport (2P2), the following proposal is submitted for approval of a Non-Aeronautical event to be held at the Washington Island Airport namely the ***Death's Door Bar-B-Que*** (hereafter referred to as **DDBBQ**).

Location of Event: Washington Island Airport 2P2
1535 Airport Road
Washington Island, WI 54246

When: August 24 – 25, 2012

Details of Event: 1st annual event of Death's Door Barbeque competition, sponsored by the Kansas City Barbeque Society.

- Cook-off competition
- Vendors
- Kids Activity
- Live Entertainment

Duration: Set-up of booths may commence Friday, August 24th, 2012 with clean up on Sunday, August 26th, 2012

Expected Attendance: 600 to 1000+ this year

Map/location: Please see attached map verifying location and scope.

Community: This event is being considered a 'community event'. It encourages participation by all groups (i.e. Clubs, Crafters, Non-profit) for potential revenues to their particular function.

Alternate Site Considerations: After consideration of alternate sites the DDBBQ event organizers felt their space requirements would best be fulfilled at the Washington Island Airport.

Airport Site Impact:

This is the first time a request has been made for use of the Airport property for a Non-aeronautical event. This is unfamiliar territory and although non-aviation related events are not considered at neighboring airports, we recognize that there are circumstances where organized events held at the airport are of benefit. The Town is willing to recognize and sanction these organized events providing security and safety considerations are met.

This will be the foundation for consideration of future requests of this type. Aside from the community benefit, holding Non-aeronautical events on airport property could be regarded as a source of revenue to the airport; also it could give the opportunity to integrate aviation static events to promote public awareness of aviation.

Impact on aeronautical use of the airport:

The first and foremost consideration of allowing this type of event to occur on an FAA funded airport and Town of Washington property is security and safety; security for the tenants (hangar owners and aircraft owners) and safety to protect the aeronautical use of the airport without creating a public hazard or liability to the Town of Washington or organizers of this event.

Considerations:

- Limit the event to areas not required for normal aircraft operation.

The area the DDBBQ is requesting and will be limited to is the area indicated on the map.

- Limiting the event's interference with the airport's normal use.

Utmost concern for safety measures to prevent the event attendee's from inadvertently wandering onto the active field. Procedures will include fencing, signage and barriers.

- Limit access to FAA funded airport building and it's contents to only bathroom use.

Town/Airport Equipment and the Airport office are located within the building. The event will not have access to these areas. The facility will be locked with accessibility only to the two rest rooms within the front hallway.

- Hangars and tied-down aircraft will have adequate fencing erected so as to restrict the general public from freely accessing personal property (i.e. hangars, parked aircraft).

The area within the red line will be the limits of the event. The DDBBQ event will be responsible to damages caused to personal property by rights, situated on Airport property. (See Proof of Liability Insurance and Hold Harmless Agreement Section 6 of Property Use Agreement for Non-Aviation Event)

A letter to all Hangar Owners and Aircraft owners with annual tie-down agreements have been sent informing them of the scheduled event and procedures put in place to secure their property. (See attached letter)

- Maintain adequate areas for take-offs, landings, aircraft maneuvering areas, and approaches.

The runways, approaches and normal maneuvering areas should not be adversely affected by the event in consideration of safety barriers.

Access for airport tenants will be redirected to a temporary point located in front of the barrier fence located at the south portion of the barrier fence.

- Maintenance of the airport property in regard to the event's wear and tear at no cost to the airport. (See attached agreement)

Upon completion of the special event, the event area will be restored to its original condition by the DDBBQ event organization as noted in the agreement.

Damage or repair expenses will be borne by the DDBBQ event at no cost to the Town of Washington or Washington Island Airport as noted in the agreement.

- Financial benefit to the airport at net fair market value

Net fair market value has been established at Six hundred dollars (\$600.00) to the event to be considered revenue for airport improvements.

Fair market value was established by contacting a privately owned facility where events are held. This was the average charge for use of their property.

Other Considerations:

If the Town has the opportunity to include a static displays such as a helicopter exhibit, such displays will be in addition to the DDBBQ event and not necessarily part of it. Precautions will be taken to maintain the publics' access to only the static event staging area with minimal interference to general aviation procedure. The proper NOTAMS will be put in place for the day of the display.

If the Town has the opportunity to include a sky diving event the proper loading and landing areas will be arranged with the Skydiver's S&TA so as not to interfere with aircraft access to runways and taxiways. Pedestrians will have limited access to these areas. Proper NOTAM's will be filed indicating skydiving activity in that area.

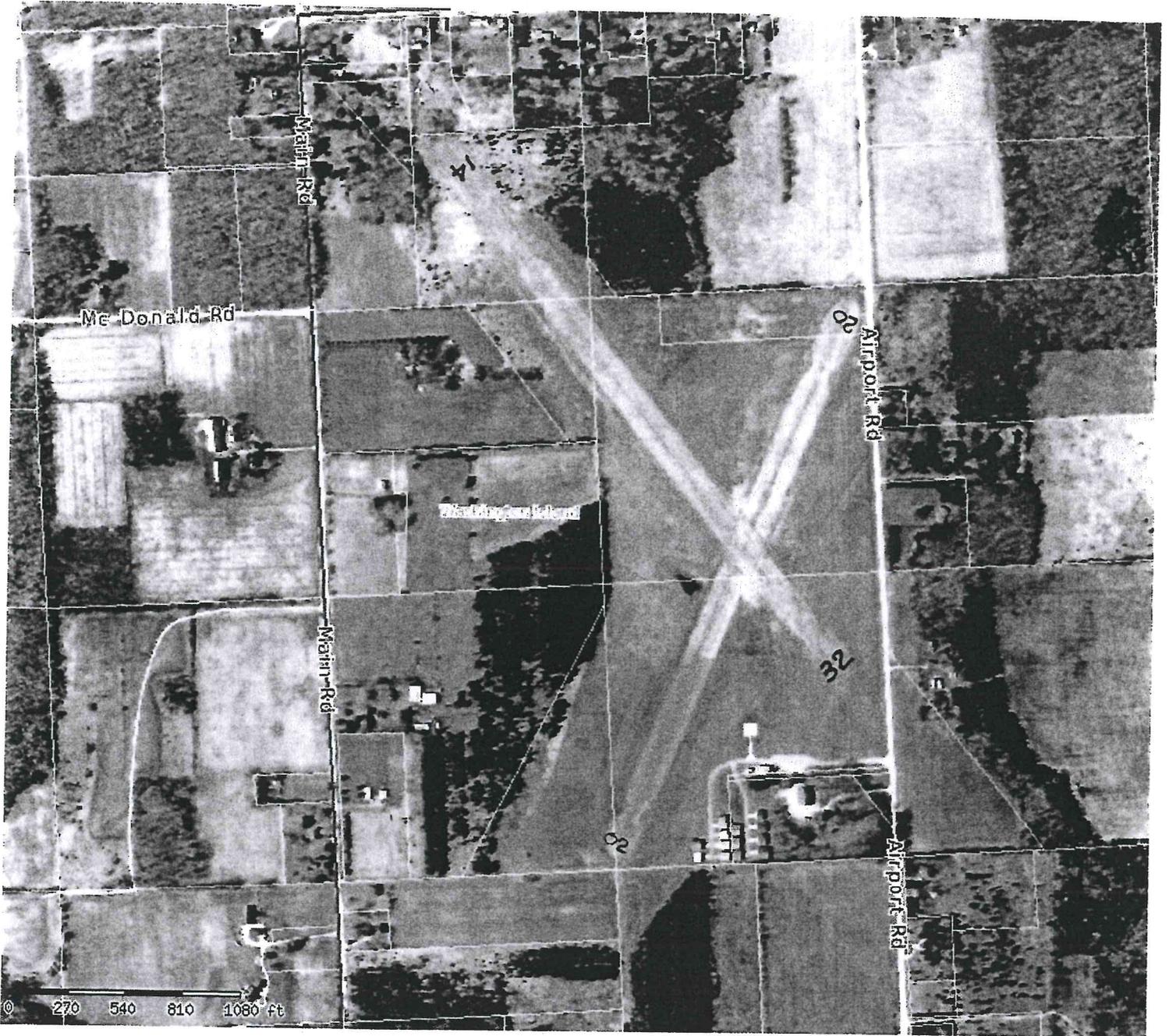
It is understood that by inclusion of the two above mentioned events, the event would not be defined as an 'aviation event'. The DDBBQ event is being held firstly for its own benefit and not that of aviation.

If additional information or clarification can be provided on our behalf for this request, please do not hesitate to contact me.

Respectfully,



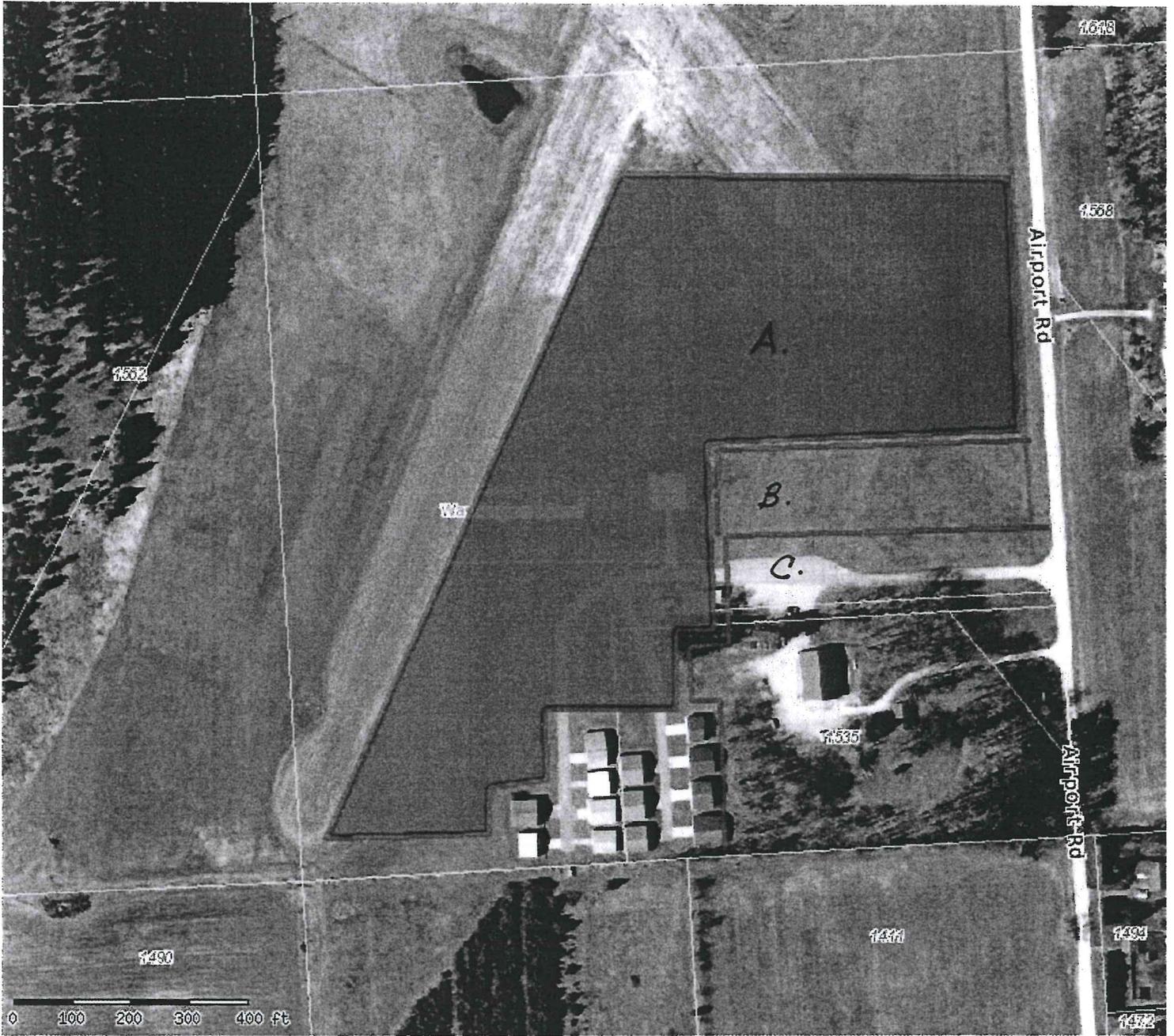
Joel Gunnlaugsson
Chairman
Town of Washington



Over View



Event to be held
within Red lined Area



A. NORMAL AIRCRAFT MANEUVERING AREA

B. NORMAL TIEDOWN AREA

C. EVENT AREAS

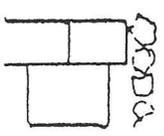
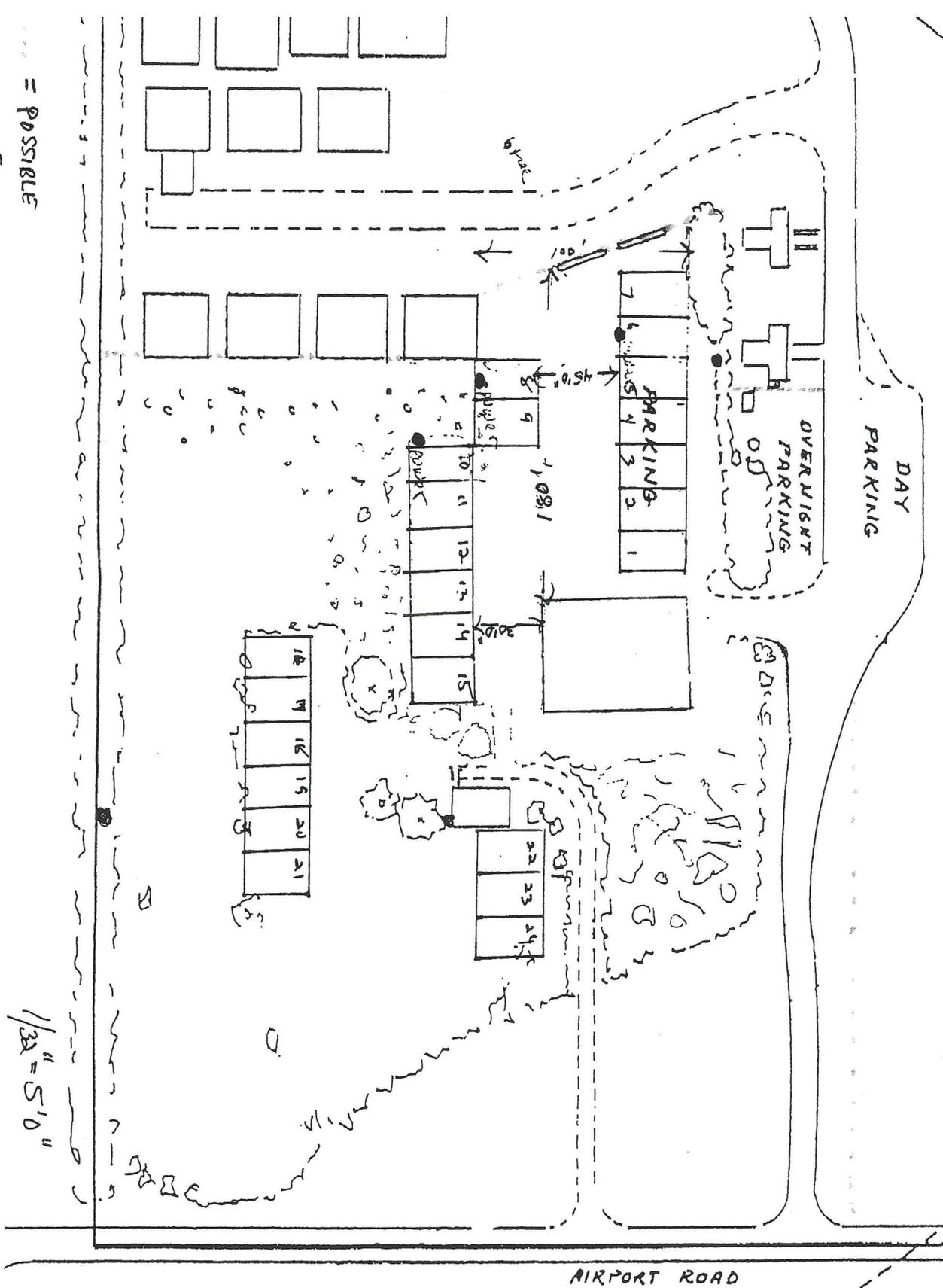


- A. NEAREST point to Active Runway 02/20 466'
- B. NEAREST point to Helipad 88'
- C. NEAREST point to Active TAXIWAY 40'
- D. NEAREST POINT to Active Runway 14/32 384'



- A. Alternate Tie Down Area
- B. Alternate AIRPORT Access for Aviators
- C. Possible Location of Lion's Club Tent

= POSSIBLE
FENCE
SET UP ?



DDBBQ proposed setup

Town of Washington

Door County

www.washingtonisland-wi.gov

(920) 847-2522
Fax (920) 847-2303

P.O. Box 220
Washington Island, WI 54246

3/20/2012

Dear Airport Tenant,

This letter is to inform you of a non-aeronautical event to be held at the Washington Island Airport August 24th and 25th. This event is the 1st presentation of The Death's Door Barbeque.

The Town of Washington has been working in conjunction with Megan Stritchko, Airport Compliance Program Manager, Wisconsin Department of Transportation/Bureau of Aeronautics to identify and meet the guidelines of airport use for a non-aeronautical event such as this. The required information will be submitted to the BOA for review and approval. Each event is considered on a case-by-case basis.

This event was approved by the Town Board at the October Regular Town Board meeting. The Town has been informed of guidelines regarding Airport safety and security. Events must be approved by the FAA to safeguard and protect aeronautical use of the airport, since the Washington Island Airport is funded by the FAA. One of the suggestions from the BOA was to consult with tenants and users about the event and obtain their input.

The attached map shows that the event participants and general public will be limited to the area indicated by the fence (red line). This will restrict the public from wandering onto or gaining access to the active portions of the airport (i.e.; tie-down areas, runways, approaches, aircraft maneuvering areas.) The fence will also provide a barrier to keep the public away from the tenants' personal property, contents and tied-down aircraft. The safeguards implemented ensure the public will not interfere with aviation purposes or compromise their own safety or create a hazard or obstruction to aviation during the normal operation of the airport.

This is the first time for this type of request using airport property. The event promises to have a beneficial impact on the local economy and an opportunity to provide income to the airport for use of the area and potentially promote aviation awareness.

If you have any questions, concerns or comments, please feel free to contact me. Any suggestions you have to contribute to the success of this event would be welcomed.



Joel Gunnlaugsson
Town Chairman
Town of Washington

Letter to Airport tenants
informing them of planned
event.

**Town of Washington
Washington Island Airport
Property Use Agreement for Non-Aviation Event**

This Agreement is made and entered into by and between the Washington Island Airport (2P2), the Town of Washington, Washington Island, WI and Death's Door Bar-B-Q (hereafter known as **DDBBQ**) for the purpose of a one time Bar-B-Que event.

Date of Event: August 25th, 2012

The event will occur on Saturday, August 25th, 2012 with the set up date on Friday, August 24th, 2012 and clean up date on Sunday, August 26th, 2012.

The DDBBQ agrees to the following conditions:

1) Property Utilization:

- A. All activities must comply with applicable federal, state, and local laws and regulations.
- B. No activities are allowed which may create an unsafe environment to the public or to normal aeronautical use of the airport and must remain within the fenced in area as indicated on the attached aerial view map.
- C. That portion of the airport used for normal aviation activities (taxiways, runways, aircraft maneuvering areas, aircraft tie down areas and airport tenant parking areas) will not be used by the event or its participants.
- D. Any activity which interferes with or results in damage to the airport tenants property will be the responsibility of the DDBBQ.
- E. When alcohol is present, it can only be consumed within the limitations of the designated area.

2) Insurance:

- A. At the time the agreement is signed, the DDBBQ shall provide the Town of Washington with a certificate of insurance verifying that the DDBBQ has a **comprehensive, general liability** and **liquor liability** insurance policy covering the interests of the Town of Washington, Washington Island Airport and the DDBBQ against liability for any

injury and/or liable incident as a result of the DDBBQ's use and occupancy of the airport property.

- B. Said insurance for this event shall be in the amount of One million dollars (\$ 1,000,000.⁰⁰) per occurrence for all uses. The insurance provided shall name the Town of Washington as an additional insured.
- C. In addition, all vendors committing to and selling alcohol at the DDBBQ event shall provide The Town of Washington an individual **Liquor Liability Policy** which shall be for no less than One Million dollars (\$1,000,000.⁰⁰) per occurrence for all uses.
- D. The DDBBQ and all associated vendors selling alcohol shall be responsible for procuring the proper licensing for such alcohol sales from the Town of Washington. Vending of alcoholic beverages will not occur without proper permits and indemnity in place prior to the day of the event.
- E. When alcohol is present, it can only be consumed within the limitations of the designated area.

3) **Rental Payment:**

- A. The user fee for the designated airport property shall be Six hundred dollars (\$600.00) payable to the Town of Washington.
- B. The user fee does not include the costs of additional maintenance, personnel expenses or repair to damage at the Washington Island Airport as a result of the DDBBQ event.
- C. Any additional costs incurred through use of the airport for this event shall be the responsibility of the DDBBQ.

4) **Setup & Teardowns:**

- A. The DDBBQ shall not permit such setups or arrangements which interfere with the access of airport tenants to their personal property or impede the normal aviation activity at the Washington Island Airport.
- B. The DDBBQ shall be responsible to maintain the rented public property in a safe and clean condition.
- C. The Airport grounds shall be left in the condition as which it is found. Any damage to personal property shall be the responsibility of the DDBBQ.

- D. Trash shall be collected and removed from the property by the DDBBQ.
- E. Fencing installation and removal shall be the responsibility of the DDBBQ.
- F. Sanitation facilities and Electrical sources shall be the responsibility of the DDBBQ.

5.) Property Access Limitations:

- A. The DDBBQ event will be held within the allocated fenced area.
- B. The DDBBQ will take measures to assure the event and attendants stay within the designated area for the safety of the public and the protection of the aviation personal property. Measures are to include fencing, signage, and barricades.
- C. This agreement will not include access or use of the Washington Airport Building. The DDBBQ shall not utilize Airport facilities which would cause any unnecessary cost to the Washington Island Airport.

6.) Hold Harmless:

The DDBBQ recognizes this event is a non-aviation event that in and of itself does not bring direct benefit to the aviation interest of the airport.

The DDBBQ recognizes the Washington Island Airport's primary purpose and use in agreement with FAA Order 5190.6B Airport Compliance Requirements is to the aeronautical users and tenants of the airport.

The DDBBQ recognizes the Washington Island Airport and Town of Washington's responsibility and commitment to protect the aeronautical use, activity and safety of the airport and its' users.

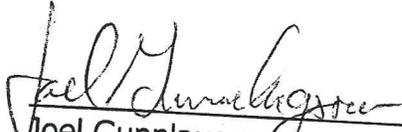
The DDBBQ recognizes that use of Washington Island Airport property for a non-aviation event is subject to approval by the Wisconsin Department of Transportation, Bureau of Aeronautics in accordance with FAA Order 5190.6b and all established guidance and policies associated with Grant Assurances entered into with the same agency.

Any damage to Airport property or incidents, activities which interferes with the use of the airport by airport users for airport purposes will result in denial of future use of the airport for non-aeronautical events.

The DDBBQ hereby agrees to save and hold harmless The Town of Washington and the Washington Island Airport, from all cost, injury and damage and from any other injury or damage to any person or property whatsoever which is caused by an activity, condition or event arising out of the DDBBQ Event.

Approved by the Town Board at the Town Board Meeting of _____, 2012.
Date

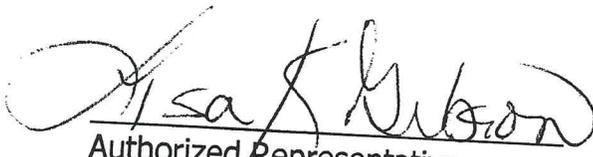
Town of Washington:



Joel Gunnlaugsson
Town Board Chairman

06-13-2012
Date

DDBBQ:



Authorized Representative

06/11/2012
Date

Lisa K Gibson
Print Name