

Rock County, Wisconsin

AMENDED  
1/17/20



Airport Board Meeting  
Monday, January 20, 2020 at 8:00 a.m.  
Southern Wisconsin Regional Airport Terminal Conference Room  
1716 W. Airport Rd.  
Janesville, WI 53546

1. Call to Order
2. Adoption of Agenda
3. Approval of Minutes of December 16, 2019
4. Citizen Participation, Communications, Announcements, and Information
5. Consent Calendar
  - a. Transfers
  - b. Review of payments
6. Updates, Discussion and Possible Action
  - a. Request to Purchase a Riding Lawn Mower Utilizing the State Contract
  - b. Request to Purchase De-Icing Fluid (Information Provided at Meeting)**
  - c. Business View Magazine
  - d. Discussion/Possible Action – Approve Lease with William and Shelly Truax
  - e. Discussion/Possible Action – Approve Lease with Kunes Group Aviation
  - f. Discussion/Possible Action – Approve Sixth Addendum to Fixed Base Operator’s Agreement with King Capital JJC Hanger, LLC
  - g. Discussion/Possible Action – Approve Agreement for Warbird Appearance in Janesville, WI (KJVL)
  - h. Discussion on Derelict Aircraft
  - i. Airport Director’s Updates
7. Committee Requests and Motions
8. Next Meeting Date: February 17, 2020 at 8:00 a.m.
9. Adjournment

The County of Rock will provide reasonable accommodations to people with disabilities. Please contact us at 608-757-5510 or e-mail [countyadmin@co.rock.wi.us](mailto:countyadmin@co.rock.wi.us) at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.

Board Members, please contact Cynthia at (608)757-5768 if you are going to be late or be unable to attend the meeting.

Rock County, Wisconsin



Airport Board Meeting - Minutes  
Monday, December 16, 2019 at 8:00 a.m.  
Southern Wisconsin Regional Airport Terminal Conference Room  
1716 W. Airport Rd.  
Janesville, WI 53546

Call to Order. Chair Fox called the meeting of the Airport Board to order at 8:01 a.m.

Airport Board Members Present. Supervisors Fox, Mawhinney and Richard, Mr. Eric Baker, Mr. Larry Barton, Mr. Dick Cope, Mr. Greg Johnson, Mr. Joe Quint, and Mrs. Katie Reese.

Members Absent. None.

Staff Members:

Greg Cullen	Airport Director
Cynthia Hevel	Airport Specialist
Terrl Carlson	Rock County Risk Manager

Others Present:

Rick Leyes	T-hangar Tenant
Russ Podzilni	Chair, Rock County Board of Supervisors
Coral Swanson	League of Women Voters
Bonnie Cooksey	Janesville Jet Center
Jim Dillavou	SC Aviation
William Gempeler	Interested Citizen
Jim Freeman	Helicopter Specialties

Adoption of Agenda. Supervisor Mawhinney and Mr. Cope moved the Agenda. MOTION CARRIED.

Approval of Minutes of November 18, 2019. Mr. Cope and Mr. Barton moved the minutes as written. MOTION CARRIED.

Citizen Participation, Communications, Announcements, and Information. None.

Consent Calendar

Transfers. None

Review of Payments. The review for November was completed.

**Updates, Discussion and Possible Action**

Discussion/Possible Action – Set Lease and T-hangar Rates for 2020. Supervisor Fox stated that as he is a tenant and has a conflict of interest with this item, he was turning the meeting over to Vice-Chair Mawhinney. Mr. Quint, Mr. Johnson, Mrs. Reese, and Mr. Baker also agreed that they must abstain

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from discussion and voting on this item as they are all tenants of the airport which creates a conflict of interest. Mr. Barton moved the item for discussion and Supervisor Richard seconded it. T-hangar tenant Mr. Leyes stated that he wanted to bring up three points to the Board in opposition to an increase and proceeded to outline his reasons why the Board should not approve the increase. Discussion on Mr. Leyes' points took place and counter points were discussed. Mr. Cullen, stated that the CPI data indicates that a 1.8 percent increase could be requested this year and he is only asking for a 1 percent increase. Discussion on the airport's t-hangar rent in relation to other airports took place and it was stated that this airport offers more amenities than other large general aviation airports.

Mr. Barton made a motion to approve a 1 percent increase in land lease and t-hangar rates for 2020 and Supervisor Richard seconded it. Adopted on a roll call vote with the following: Ayes – Supervisors Mawhinney and Richard, Mr. Barton and Mr. Cope. Noes – 0. Abstained – Supervisor Fox, Mr. Baker, Mr. Johnson, Mr. Quint and Mrs. Reese. Vice-Chair Mawhinney turned the meeting back over to Chair Fox.

Part 139 Inspection Results. Mr. Cullen reported to the Board that the Part 139 inspection that took place on November 21 and 22 went very well. This year we received only two non-compliant deficiencies and both were related to fueling issues. At our last inspection there were 14 so this is a huge improvement. The inspector did offer two recommendations. One is to begin planning for a future snow removal equipment and aircraft rescue and firefighting building to support our equipment. Mr. Cullen stated that last week several University of Platteville students presented a design for a combined ARFF building to himself, Mr. Graczykowski from the Bureau of Aeronautics and members of the City of Janesville Fire Department. This was done as a school project but they did a great job. The city has stated in the past that they could probably fund their portion of the building, but would be unable to fund staffing, so this is an unlikely project.

Mr. Cullen also reported that there are some items the inspector thought should be addressed before our next inspection that include painting runway 04/22, removing lead in lines on runway 14/32, adding some signage to service roads, addressing some agricultural encroachments, removing a grove of trees NW of the tower and updating some checklists.

Committee Requests and Motions. Mr. Barton stated that he would like the subject of derelict aircraft on the next agenda. He feels that the plper on the east side of the airport has been there far too long and he wants this matter addressed. Mr. Cullen stated that he will talk to Corporation Counsel and we will put it on the next agenda.

Next Meeting Date. The next meeting of the Airport Board will be Monday, January 20, 2020, at 8:00 a.m.

Adjournment. Supervisors Mawhinney and Richard moved to adjourn at 8:28 a.m. MOTION CARRIED.

Respectfully Submitted,

Cynthia J. Hevel  
Airport Specialist

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**COMMITTEE REVIEW REPORT  
WITH DESCRIPTION**  
FOR THE MONTH OF DECEMBER 2019

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
43-4453-4110-62210	Telephone		12/19/2019	AT AND T	DEC PHONE	98.34
		P1900962	12/26/2019	CHARTER COMMUNICATIONS	TERMINAL SERVICE FOR DEC	1,079.14
43-4453-4110-64918	Marketing		12/12/2019	MIDWEST FLYER MAGAZINE	DEC/JAN CLASS AD FOR HANGARS	53.25
		P1900650				
					<b>Airport Administration PROG TOTAL</b>	<b>1,230.73</b>
43-4453-4453-62119	Other Services		12/12/2019	PROTECTION TECHNOLOGIES	ANNUAL FIRE ALARM INSPECTION A	655.00
		P1902623				
		P1902624	12/12/2019	PROTECTION TECHNOLOGIES	ANNUAL FIRE ALARM MONITORING	300.00
43-4453-4453-62160	Cleaning Contrac		12/26/2019	ALSCO INC	UNIFORMS WK OF 12/16/19	94.44
		P1900634				
		P1900637	12/12/2019	DIVERSIFIED BUILDING MAINTENAN	NOV CLEANING SERVICE	628.22
43-4453-4453-62164	Disposal Service		12/19/2019	ADVANCED DISPOSAL SERVICES	NOV TRASH SERVICE	65.94
		P1900635				
		P1900636	12/26/2019	ACE PORTABLES INC	PORTABLE TOILET RENTAL	142.00
43-4453-4453-62201	Electric		12/26/2019	ALLIANT ENERGY/WP&L	ALLIANT / DEC ELEC	2,800.27
43-4453-4453-62203	Natural Gas		12/19/2019	ALLIANT ENERGY/WP&L	ALLIANT / DEC GAS	1,177.87
43-4453-4453-62400	R & M Services		12/19/2019	BOBCAT OF JANESVILLE	FILTERS FOR TORO	134.39
		P1900638				
		P1900641	12/19/2019	MID STATE EQUIPMENT JANESVILLE	KNIFE KIT & SHIPPING	924.06
		P1900654	12/19/2019	JACKS TIRE SALES AND SERVICE I	SNWBLWR TIRE REPLACE & MOUNT	370.50
		P1900657	12/19/2019	NAPA AUTO PARTS	FUEL AIR & OIL FILTERS	1,276.83
		P1902573	12/12/2019	ZARNOTH BRUSH WORKS INC	19.5 X 46" COPOLYMER AIRPORT	2,450.70
		P1902663	12/26/2019	KELLEY WILLIAMSON CO	5/20 ENGINE OIL	3,972.27
		P1902668	12/12/2019	ABC FIRE AND SAFETY INC	DRY CHEMICAL 12 YR HYDROSTATIC	149.75
		P1902669	12/12/2019	ENTRANCE SYSTEMS LLC	REPAIR OF MALFUNCTIONING	227.50
		P1902670	12/19/2019	REINDERS INC	PART # 93-9163 AIR FILTERS FOR	51.12
		P1902671	12/12/2019	THIELE HEATING AND AIR CONDITI	REPAIR TERMINAL COM ROOM AC SY	924.00
43-4453-4453-63501	Gas/Other Fuels		12/12/2019	BROWN OIL CO INC	NOV OFF ROAD DIESEL	1,053.40
		P1900864				
		P1901317	12/12/2019	KWIK TRIP EXTENDED NETWORK	2019 CREDIT CARD	298.81

**COMMITTEE REVIEW REPORT**  
**WITH DESCRIPTION**  
FOR THE MONTH OF DECEMBER 2019

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
43-4453-4453-64900	Other Expenses					
		P1900595	12/19/2019	US BANK	KEYPAD FOR PILOT'S LOUNGE DOOR	310.53
		P1900642	12/26/2019	HARRIS ACE HARDWARE LLP	GRINDER WHEELS & WIRE BRUSHES	269.28
		P1900647	12/19/2019	FASTENAL COMPANY	SHOP SUPPLIES	211.75
		P1900653	12/12/2019	JAYS BIG ROLLS INC	SHOP SUPPLIES/HUCK TOWELS ETC	103.50
<b>Airport Maintenance PROG TOTAL</b>						<b>18,592.13</b>

I have reviewed the preceding payments in the total amount of **\$19,822.86**

Date:

Dept Head



Committee Chair



REQUEST TO PURCHASE

The 2020 budget contains funds to purchase a new riding lawn mower to be used at the Southern Wisconsin Regional Airport. This purchase will be made utilizing the State of Wisconsin Contract #505ENT-014-GNDMNTCEQU-02 for ground maintenance materials. The State contracted vendor for our area is Reinders of Sussex, Wisconsin.

See attached quote.

A handwritten signature in black ink that reads 'Greg Cullen'.

Greg Cullen, C.M.  
Airport Director

# Reinders



Scott Neary, SCPS  
 Territory Manager  
 W227 N6225 Sussex Road  
 Sussex, WI 53089  
 Cell (608) 220-6593  
 Fax (262) 786-6111  
[sneary@reinders.com](mailto:sneary@reinders.com)

Acct #: 136266  
 Rock County Airport  
 4004 S Oak Hill Ave.  
 Janesville, WI 52548

<u>Quote ID#</u> Q37464	<u>Quotes Good</u> for 30 days
<u>Quote Date</u> 1/14/2020	<u>Wisconsin</u> State Contract

Attn: Kevin Smith

Wisconsin State Contract # 505ENT-014-GNDMNTCEQP-00

Qty	Model #	Description	W/State Contract
1	30495	Groundsmaster 7200	\$17,069.60
1	30353	72 Inch Base Deck	\$2,908.80
1	30472	Rear Discharge Completion Kit For 72 Inch Deck	\$1,023.20
1	106-7864	Rear Tire and Wheel Assembly	\$296.64
1	133-4730	Castor Wheel Assembly	\$112.25
1	30052	400 Hour MVP Filter Kit	\$66.17
1	119-8020	Atomic Blade Service Pack (3 Blades, 24.5 Inch)	\$67.47
			\$21,544.13
1	30669	Universal Sunshade, White	\$600.80
<b>Package Total:</b>			<b>\$22,144.93</b>



Wisconsin State Contract # 505ENT-014-GNDMNTCEQP-00

Proposal Summary and Agreement

I am pleased to submit the attached proposal for your consideration

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the seller. All proposals and agreements are contingent on availability of product from the manufacturer. Typographical errors are subject to correction.

All prices quoted include delivery to your facility unless otherwise stated. Prices include assembly where applicable and accessibility to parts and service manuals. Timing at delivery may vary and is subject to manufacturer's availability. Purchaser is responsible for any applicable taxes.

**ORDER ACCEPTANCE AGREEMENT**

By signing below, I am authorizing Reinders, Inc. to proceed with fulfilling the product order based on the quote I.D.# noted and that I have reviewed the quote in its entirety. Unless otherwise indicated I agree to accept delivery on the earliest date that this product can be shipped to our location(s). Any and all trades associated with this order will be ready for pick up at time of delivery of this order. A 2.5% service fee will apply for all credit card transactions.

Quote I.D. # \_\_\_\_\_ Accepted Equipment Delivery Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Scott Neary, SCPS  
Territory Manager  
Reinders, Inc.



Grounds &  
Sports Turf



*Lease Between*

*Southern Wisconsin Regional Airport  
County of Rock, Wisconsin*

*and*

*William and Shelly Truax*

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**Lease  
Southern Wisconsin Regional Airport  
County of Rock, Wisconsin  
and  
William and Shelly Truax**

THIS AGREEMENT, made and entered into by and between the COUNTY OF ROCK, WISCONSIN, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as COUNTY, and William and Shelly Truax, hereinafter referred to as LESSEE.

**Witnesseth:**

WHEREAS, Rock County owns and operates an airport which includes certain aeronautical navigation facilities, said airport being known as the Southern Wisconsin Regional Airport, located along U.S. Highway 51 between the City of Janesville and the City of Beloit in said County and said LESSOR is desirous of leasing to LESSEE for aeronautical purposes certain designated premises, consisting of land, hereinafter more fully described, located upon said airport, together with the right to use in common with others certain additional premises and facilities upon said airport; and

WHEREAS, LESSEE is the owner of the hangar on the premises as described below; and

WHEREAS, it is to the mutual advantage of the parties to enter into this agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the COUNTY and the LESSEE agree as follows:

**Article 1 - Premises**

1.1 Land

COUNTY does hereby lease, let and demise to LESSEE, the premises consisting of land as described in Exhibit "A", which is attached hereto and incorporated herein by reference, and which shall be referred to as PREMISES.

1.2 Acceptance

LESSEE warrants that it has inspected PREMISES and has found PREMISES suitable for its intended purposes, as is, subject to the limitations placed thereon by this Lease.

## Article 2 - Term

### 2.1 Term

The term of this Lease, subject to earlier termination as hereinafter provided, shall be for the period of February 1, 2020, through and including January 31, 2044. Six months prior to the expiration date of this lease, LESSEE may request, in writing, that the COUNTY negotiate a new Lease with it. If timely notice is given to COUNTY, COUNTY shall meet with LESSEE in good faith to negotiate a new Lease. LESSEE or its assignees shall have the option to renew this lease for an additional term of twenty-five (25) years upon like terms and conditions as those contained herein.

## Article 3 - Consideration

### 3.1 Consideration

Lessee agrees to pay to the COUNTY, the Sum of One Thousand Four Hundred Twenty-one Dollars and 47/100 (\$1,421.47) per year for the use of the leased PREMISES, representing a rental charge of .1182 cents (2020 rates) per square foot per year for Twelve Thousand Twenty-six (12,026) square feet of unimproved land. It is further agreed that annually during the month of December, rental rates shall be re-negotiated by the parties and will be based on the urban rate of inflation, not to exceed 4% annually. Said rates are to be equal to the rental rates for other buildings in its category and be effective January 1. Rental rates are subject to Airport Board approval.

### 3.2 Payment

As provided in Section 3.1, the rental charge shall begin upon the completion of construction of the intended hangar and receipt of an occupancy permit from the City of Janesville. Monthly payments in the amount of One Hundred Eighteen Dollars and 46/100 (\$118.46) representing One Thousand Four Hundred Twenty-one Dollars and 47/100 (\$1,421.47) per year shall be paid on or before the 1<sup>st</sup> of each month. LESSEE shall have the option of paying monthly, quarterly, bi-yearly, or yearly.

### 3.3 Late Payments

Late payments of rental fees shall be subject to interest, thereon payable at the rate of one and one-half (1 1/2) percent per month, until paid in full.

### 3.4 Re-negotiation

The Airport Director shall be responsible for re-negotiating the yearly rental charge on behalf of the COUNTY, subject to final approval of the Airport Board.

*Lease Between*

*Southern Wisconsin Regional Airport  
County of Rock, Wisconsin*

*And*

*Kunes Group Aviation*

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**Lease  
Southern Wisconsin Regional Airport  
County of Rock, Wisconsin  
and  
Kunes Group Aviation**

THIS AGREEMENT, made and entered into by and between the COUNTY OF ROCK, WISCONSIN, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as COUNTY, and Kunes Group Aviation, hereinafter referred to as LESSEE.

**Witnesseth:**

WHEREAS, Rock County owns and operates an airport which includes certain aeronautical navigation facilities, said airport being known as the Southern Wisconsin Regional Airport, located along U.S. Highway 51 between the City of Janesville and the City of Beloit in said County and said LESSOR is desirous of leasing to LESSEE for aeronautical purposes certain designated premises, consisting of land, hereinafter more fully described, located upon said airport, together with the right to use in common with others certain additional premises and facilities upon said airport; and

WHEREAS, LESSEE is willing to arrange for and obtain capital and investment necessary to construct or maintain certain hangars and other related facilities upon said premises provided by LESSOR under circumstances and arrangements favorable to the investment of private funds upon said premises for the use of the company and the promotion of aviation in Rock County; and

WHEREAS, it is to the mutual advantage of the parties to enter into this agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the COUNTY and the LESSEE agree as follows:

**Article 1 - Premises**

1.1 Land

COUNTY does hereby lease, let and demise to LESSEE, the premises consisting of land as described in Exhibit "A", which is attached hereto and incorporated herein by reference, and which shall be referred to as PREMISES.

1.2 Acceptance

LESSEE warrants that it has inspected PREMISES and has found PREMISES suitable for its intended purposes, as is, subject to the limitations placed thereon by this Lease.

## Article 2 - Term

### 2.1 Term

The term of this Lease, subject to earlier termination as hereinafter provided, shall be for the period of February 1, 2020, through and including January 31, 2044. Six months prior to the expiration date of this lease, LESSEE may request, in writing, that the COUNTY negotiate a new Lease with it. If timely notice is given to COUNTY, COUNTY shall meet with LESSEE in good faith to negotiate a new Lease. LESSEE or its assignees shall have the option to renew this lease for an additional term of twenty-five (25) years upon like terms and conditions as those contained herein.

## Article 3 - Consideration

### 3.1 Consideration

Lessee agrees to pay to the COUNTY, the Sum of Four Thousand Three Hundred Sixty-two Dollars and 05/100 (\$4,362.05) per year for the use of the leased PREMISES, representing a rental charge of .1182 cents (2020 rates) per square foot per year for Thirty-six Thousand Nine Hundred Four (36,904) square feet of unimproved land. It is further agreed that annually during the month of December, rental rates shall be re-negotiated by the parties and will be based on the urban rate of inflation, not to exceed 4% annually. Said rates are to be equal to the rental rates for other buildings in its category and be effective January 1. Rental rates are subject to Airport Board approval.

### 3.2 Payment

As provided in Section 3.1, the rental charge shall begin the first of the month following the closing date for the purchase of Exhibit A. Monthly payments in the amount of Three Hundred Sixty-three and 50/100 (\$363.50) representing Four Thousand Three Hundred Sixty-two Dollars and 05/100 (\$4,362.50) per year shall be paid on or before the 1<sup>st</sup> of each month. LESSEE shall have the option of paying monthly, quarterly, bi-yearly, or yearly.

### 3.3 Late Payments

Late payments of rental fees shall be subject to interest, thereon payable at the rate of one and one-half (1 1/2) percent per month, until paid in full.

### 3.4 Re-negotiation

The Airport Director shall be responsible for re-negotiating the yearly rental charge on behalf of the COUNTY, subject to final approval of the Airport Board.



**SIXTH ADDENDUM**  
to  
**FIXED BASE OPERATOR'S AGREEMENT**  
between  
**ROCK COUNTY, WISCONSIN**  
and  
**KING CAPITAL JJC HANGER, LLC**

WHEREAS, the County of Rock, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as COUNTY, and King Capital JJC Hangar, LLC, hereinafter called LESSEE (as the successor in interest to Derry-Aire, LLC who was the successor in interest to Blackhawk Aviation Properties, LLC, and as the current Lessee), entered into a certain contract hereinafter called AGREEMENT, on the 1<sup>st</sup> day of August 1996.

WHEREAS, LESSEE has sold the hangar located at 1703 W. Airport Rd. and wishes to remove 36,736.7 square feet shown in Exhibit E dated March 22, 2017. LESSEE is retaining its interest in 8,885 square feet of Exhibit E which encompasses the self-fueling facility located west of, and part of the parking lot located southwest of, the airport terminal building. Said retained Lease area shall be shown on Exhibit E revised and dated December 30, 2019 and attached to this Addendum. This Addendum will be effective the first of the month following the sale closing date by modifying the following:

**ARTICLE 3 – CONSIDERATION**

3.1 Consideration

LESSEE agrees to pay to COUNTY, the sum of Fourteen Thousand, Four Hundred Forty-four Dollars and 40/100ths (\$14,444.40) dollars per year for the use of leased PREMISES, representing a rental charge of (.1182) cents per square foot per year for Nineteen Thousand Eight Hundred Eighty-eight (19,888) square feet of unimproved land (2020 rates) and a rental

charge of (.1893) cents per square foot per year for Sixty-three Thousand Eight Hundred Eighty-six (63,886) square feet of improved land (2020 rates). During the month of December, the annual rental charge shall be renegotiated by the parties, with said rental charge to be comparable to the rental charge for other buildings in its category. Rental charge will be based on the Urban Rate of Inflation (CPI-U) and shall not exceed 4% annually.

3.2 Payment

As provided in Section 3.1, the rental charge shall begin on the execution of this Lease. Payments in the amount of One Thousand Two Hundred Three and 70/100 Dollars (\$1,203.70) representing Fourteen Thousand Four Hundred Forty-four Dollars and 40/100ths (\$14,444.40) per year (2020 rates) shall be paid each month on or before the 1<sup>st</sup> of each month.

**ARTICLE 41 - AUTHORITY**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

LESSOR'S Seal

LESSOR  
Rock County, Wisconsin

BY: \_\_\_\_\_  
Gregory A. Cullen, C.M.  
Airport Director

LESSEE'S Seal

LESSEE

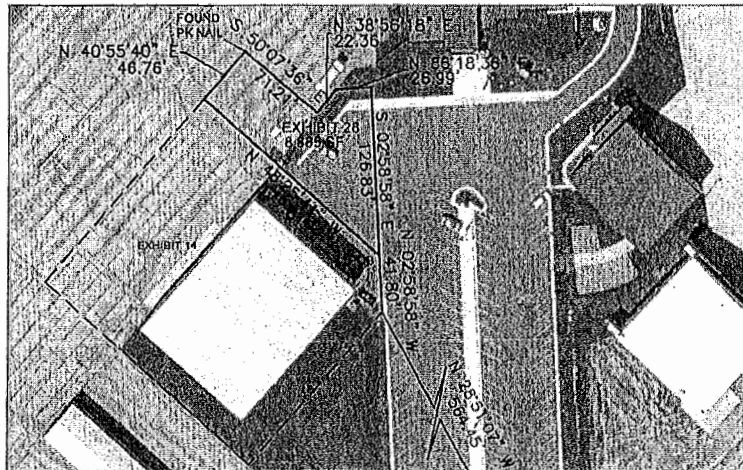
BY: \_\_\_\_\_  
Tobin Ryan, Manager  
King Capital JJC Hanger, LLC

# LEASE EXHIBIT E

DESCRIBED AS FOLLOWS

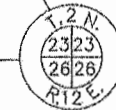
PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 23  
TOWNSHIP 2 NORTH, RANGE 12 EAST OF THE 4TH PRINCIPAL MERIDIAN,  
ROCK TOWNSHIP, ROCK COUNTY, WISCONSIN

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89 DEGREES 57 MINUTES 39 SECONDS EAST (ROCK COUNTY PROJECTION) ALONG THE SECTION LINE 2633.84 FEET TO THE SOUTH 1/4 CORNER OF SECTION 23; THENCE NORTH 28 DEGREES 51 MINUTES 07 SECONDS WEST, 664.45 FEET; THENCE NORTH 02 DEGREES 58 MINUTES 58 SECONDS WEST, 41.80 FEET TO THE POINT OF BEGINNING FOR THE LEASE DESCRIBED HEREIN; THENCE NORTH 48 DEGREES 25 MINUTES 41 SECONDS WEST, 177.81 FEET; THENCE NORTH 40 DEGREES 55 MINUTES 40 SECONDS EAST, 46.76 FEET TO A PK NAIL; THENCE SOUTH 60 DEGREES 07 MINUTES 38 SECONDS EAST, 71.21 FEET; THENCE NORTH 38 DEGREES 56 MINUTES 18 SECONDS EAST, 22.36 FEET; THENCE NORTH 86 DEGREES 18 MINUTES 36 SECONDS EAST, 28.99 FEET; THENCE SOUTH 02 DEGREES 58 MINUTES 58 SECONDS EAST, 128.83 FEET TO THE POINT OF BEGINNING. CONTAINING 8,885 SQ. FT (0.2040 ACRES)



SOUTHWEST CORNER  
SECTION 23, T2N, R12E

S 89°57'39" E  
2633.84'

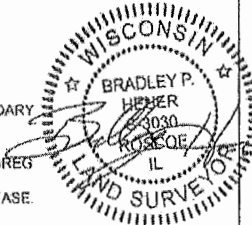


ALUMINUM NAIL FOUND  
SOUTH 1/4 CORNER  
SECTION 23, T2N, R12E

ASSUMED 89-57-39E  
ALONG THE SOUTH LINE  
OF SW 1/4 OF SEC. 23

THIS MAP IS MERELY A REPRESENTATION OF SAID LEASE AND DOES NOT CONSTITUTE AS A BOUNDARY SURVEY.

I HEREBY CERTIFY THAT I MAPPED THE LEASE ABOVE AS DESCRIBED AND UNDER DIRECTION OF GREG CULLEN, SOUTHERN WISCONSIN REGIONAL AIRPORT DIRECTOR AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE PLAT HEREIN DRAWN CORRECTLY REPRESENTS SAID PROPOSED LEASE. GIVEN UNDER MY HAND AND SEAL THE 30TH DAY OF DECEMBER, 2019 AT JANESVILLE, WISCONSIN.



PROJECT NO 2016-AP-LEASES  
FOR: SOUTHERN WISCONSIN  
REGIONAL AIRPORT  
KING CAPITAL, LLC  
SELF-FUELING PUMP  
1703 W. AIRPORT RD.  
DATE: DECEMBER 30TH, 2019  
SHEET 1 OF 1

(a) - Legend

————— - Lease Lines

ROCK COUNTY  
SURVEYORS OFFICE

COURTHOUSE BUILDING  
PH. 608-757-5668  
51 S. MAIN STREET - JANESVILLE, WI. 53545

January 1, 2020

### Agreement for Warbird Appearance in Janesville, WI (KJVL)

This Agreement is made as of the <Date> day of <Month> 2020 by and between the Tri-State CAF Wing, Docs Friends, Commemorative Air Force Dixie Wing, American Flight Museum, Inc., and Southern Wisconsin Regional Airport.

WHEREAS the B-29 aircraft *Doc* of Doc Friends organization will be traveling through Wisconsin on its way to EAA AirVenture Oshkosh™ in the summer of 2020; and

WHEREAS Tri-State CAF Wing is hosting a public event at Southern Wisconsin Regional Airport (KJVL) in Janesville, WI on July 17-19, 2020; and

WHEREAS the parties believe that an appearance by these iconic aircraft will benefit each organization to maintain and preserve the historical significance of these aircraft;

THEREFORE, in consideration of the mutual promises and commitments herein, and other good and valuable consideration, the parties agree as follows:

1. The parties will join to promote an event named the "*Janesville Warbird Weekend 2020*" and "*Swing & Wings 2020*". Emphasis will be placed on the historic occasion of these rare bombers together on the ramp, flying together. Secondary story lines will be developed to highlight the stories and sacrifice of our American Veterans.
2. The aircraft will come to Janesville, WI arriving at noon on Thursday, July 16th and departing any time after July 19<sup>th</sup>, 2020, 5:00pm. The aircraft will be available for a media event at 3:00 PM on Thursday, July 16<sup>th</sup> (Weather permitting). The event will be open to the public on July 17 – 19, 2020.
3. Each party will bring the following aircraft to the event:
  - a. B-29 *DOC* – Doc's Friends organization
  - b. SBD-5 Dauntless Dive Bomber – Commemorative Air Force Dixie Wing
  - c. F4U Corsair – Commemorative Air Force Dixie Wing
  - d. P-51 Mustang *Red Nose* – Commemorative Air Force Dixie Wing
  - e. AC-47 *Spooky* – American Flight Museum, Inc.
4. Tri-State CAF Wing will arrange the following aircraft to the event for Static Display:
  - a. Potential static only: KC-135, Rockford React Helicopter, Multiple TBM Avengers, Dozens of transient EAA AirVenture Warbirds.

5. Tri-State CAF Wing will coordinate the static display of numerous other aircraft including a variety of experimental aircraft, helicopters, and military aircraft. In addition, will coordinate the display of several military re-enactor organizations.
6. Tri-State CAF Wing will negotiate the appearance with the airport and set up the logistics with the FBO's, airport authorities, fire department and others as required. Tri-State CAF Wing agrees to provide additional ground support personnel to help set up crowd control, gate takers, aircraft marshaling, car parking, etc. as required.
7. Each party will look to their respective in-house teams for logistics support in scheduling their own hotel rooms and ground transport. Expenses for hotel and ground support will be the responsibility of each party for their own personnel. Tri-State CAF Wing will strive to secure ground transportation for the Docs Friends, Commemorative Air Force Dixie Wing, and American Flight Museum, Inc flight crews and ground support personnel through a donation by a local auto dealership. Tri-State CAF Wing will also attempt to secure favorable hotel discounts for all flight crews. Confirmation on the availability of loaned cars and discounted lodging will be made in advance to all parties.
8. The "Janesville Warbird Weekend 2020" will charge a gate fee permitting access for 1 day each (10am to 5pm Friday July 17<sup>th</sup>, 9am to 5pm Saturday & Sunday July 18<sup>th</sup> & 19<sup>th</sup>) to all attendees as follows:
  - a. \$10 per person.
  - b. \$20 per family (immediate family – parent(s) and children).
  - c. Children 8 and under free.
  - d. Attendees will have the option to purchase tickets online in advance of the event through a web portal.
9. The gross receipts of gate fees will be shared between the parties on the following basis:
  - a. Tri-State CAF Wing will receive ten percent (15%) of the gate receipts.
  - b. Southern Wisconsin Regional Airport will receive five percent (5%) of the gate receipts plus reimbursement at cost for hourly maintenance staff and equipment.
  - c. Doc's Friends organization will receive sixty percent (60%) of the gate receipts.
  - d. Commemorative Air Force Dixie Wing will receive forty percent (40%) of the gate receipts.
  - e. American Flight Museum, Inc. will receive \$2000.00 in local sponsor funds.
10. Doc's Friends organization and the Commemorative Air Force Dixie Wing will sell rides on their aircraft and sell merchandise. No commissions will be asked for on the sale of aircraft rides as part of this agreement and retain 100% of the proceeds.
11. Doc's Friends organization and the Commemorative Air Force Dixie Wing will cover the cost of advertising and promotional material leading up to the event using their own PR campaigns.

12. Volunteers will collect the gate cash and distribute directly to the Tri-State CAF Wing upon completion of the event. Total online ticket sale proceeds will be transferred electronically from Splashthat.com (hosting websites) and included in the distribution, within 10 days after the conclusion of the event. The Tri-State CAF Wing will distribute all the proceeds to the participating parties as outlined in section 9.
13. The "Swing & Wings 2020" hangar benefit will charge an entrance fee permitting access for 1 night (7pm to 10pm, Saturday July 18<sup>th</sup>) to all attendees as follows:
  - a. \$25 per person.
  - b. Children 8 and under free.
  - c. Event sponsors will receive a limited number of free tickets in return for their event sponsorship funds.
  - d. Attendees will have the option to purchase tickets online in advance of the event through a web portal.
14. The gross receipts of entrance fees for Swing & Wings 2020 will be shared between the parties on the following basis:
  - a. SC Aviation will receive thirty percent (30%) of the event receipts to donate to the American Cancer Society.
  - b. Forty percent (40%) of the event receipts will be distributed to the Doc's Friends organization.
  - c. Thirty percent (30%) of the event receipts will be distributed to the Commemorative Air Force Dixie Wing.
15. SC Aviation will cover the cost of advertising and promotional material leading up to the Swing & Wings 2020 event using their own PR campaigns at their discretion.
16. Total online ticket sale proceeds will be transferred electronically from Splashthat.com (hosting website) to the Tri-State CAF Wing, within 10 days after the conclusion of the Swing & Wings event. The Tri-State CAF Wing will distribute the proceeds to the participating parties as outlined in section 14.
17. Pete Buffington, Executive Director & Volunteer for the Commemorative Air Force, will be responsible for developing a website and social media page for the promotion of both events. Each party will cooperate in the execution of the event marketing, including announcing to their respective members of the event. Pete Buffington will use all available free marketing resources local to the area leading up to the event including website promotion, social media exposure, radio interviews, TV interviews, and other marketing resources.
18. American Flight Museum, Inc. will be paid their sponsor funds as outlined in section 9, by check, issued by the Tri-State CAF Wing on Sunday July 19<sup>th</sup> after Noon (12:00pm). For each day

American Flight Museum, Inc. is unable to attend due to unforeseen conditions (e.g., Weather, Maintenance, etc.), the sponsor proceeds will be reduced by one-third (1/3). The nonparticipation funds will be forfeited to the Tri-State CAF Wing to use for STEM programs and/or aviation scholarship funds.

19. All logos of the parties are trademarks exclusively owned by the respective parties. No party shall use the other's logo or likeness in the promotion of the event without the express written consent of the other.
20. The parties pledge to cooperate as much as possible to ensure the successful staging and execution of the event. Tri-State CAF Wing will secure food vendors, reenactors, and other attractions as space permits for the 3-day event. Food vendors will pay a 10% royalty on total sales through a separate agreement. These funds will be collected and retained by the Tri-State CAF Wing.
21. No guarantee for hangar space is included while in agreement with this event contract. Hangar space is on a first come, first serve basis based upon availability at the various airport businesses and owners. Each party Tri-State CAF Wing, Docs Friends, Commemorative Air Force Dixie Wing, American Flight Museum, Inc., and SC Aviation, Inc. assumes the risk mother nature may pose. Financial loss due to inclement weather and poor attendance is assumed by all agreeing parties with no contribution from each other.
22. Tri-State CAF Wing, Docs Friends, Commemorative Air Force Dixie Wing, American Flight Museum, Inc., and SC Aviation, Inc. understand and agree that they are and intend to be independent contractors and nothing in this Agreement or otherwise will cause them to have a relationship of employer and employee, principal and agent, master and servant, joint ventures, members of a joint enterprise, partners or legal representative. No party shall have any authority to represent the other nor make any commitment for any other party.
23. Tri-State CAF Wing, Docs Friends, Commemorative Air Force Dixie Wing, American Flight Museum, Inc., and Rock County Wisconsin shall each indemnify, release, defend and hold harmless the other party and each of the other party's respective representatives, agents, employees, contractors, guests, volunteers, divisions, affiliates and invitees, and Tri-State CAF Wing, from and against any and all liabilities, claims, demands, costs, and expenses for personal injury or damage to property of third parties (including but not limited to reasonable attorneys' fees and costs) to the extent that such claims arise from: (i) negligence or other fault of the indemnifying party or its representatives, agents, employees, contractors, suppliers, customers, guests or invitees, or (ii) failure of the indemnifying party to fully perform all of its obligations under this Agreement.
24. No delay or failure by either party to exercise any right or remedy under this Agreement will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an

invitees, and Tri-State CAF Wing, from and against any and all liabilities, claims, demands, costs, and expenses for personal injury or damage to property of third parties (including but not limited to reasonable attorneys' fees and costs) to the extent that such claims arise from: (i) negligence or other fault of the indemnifying party or its representatives, agents, employees, contractors, suppliers, customers, guests or invitees, or (ii) failure of the indemnifying party to fully perform all of its obligations under this Agreement.

- 24. No delay or failure by either party to exercise any right or remedy under this Agreement will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the party waiving its rights. A waiver by any party of any breach or covenant shall not be construed as a waiver of any succeeding breach of any other covenant.
- 25. Tri-State CAF Wing, Docs Friends, Commemorative Air Force Dixie Wing, American Flight Museum, Inc., and SC Aviation, Inc. each waives all claims against the other parties (and against the other parties' affiliates, contractors, subcontractors, consultants, employees, agents, volunteers and vendors) for any consequential, special, punitive, exemplary, indirect or incidental damages of any kind arising directly or indirectly out of this Agreement or any performance hereunder (including without limitation lost profits or revenues or increased cost of operation or capital) under any legal theory (including without limitation tort, indemnity, or contribution).

Accepted as of the date first written above:

Doc's Friends organization

Tri-State CAF Wing

Signature: [Signature]

Signature: [Signature]

Name: Just Weus

Name: Pete Buffington

Title: GM EXECUTIVE DIRECTOR

Title: Executive Director

*Janesville Warbird weekend*

Date: 1/6/2020

Date: 1/10/2020

American Flight Museum, Inc.

Commemorative Air Force Dixie Wing

Signature: [Signature]

Signature: [Signature]

Name: TAYLOR OLIVER

Name: Clinton Cottrell Jr.

Title: CHIEF PILOT

Title: Airshow Sales

Date: 01/10/2020

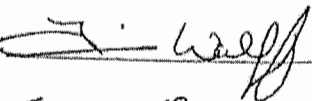
Date: 1/2/20



SC Aviation, Inc.

Rock County Wisconsin

Signature: \_\_\_\_\_



Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Tom Wolff

Name: \_\_\_\_\_

Title: \_\_\_\_\_

VP of SC Aviation

Title: \_\_\_\_\_

Date: \_\_\_\_\_

12/19/19

Date: \_\_\_\_\_

<End>