

Rock County, Wisconsin



**In Person or  
TELECONFERENCE**

Airport Board Meeting  
Monday, May 17, 2021 at 8:00 a.m.  
Southern Wisconsin Regional Airport Terminal Conference Room  
1716 W. Airport Rd.  
Janesville, WI 53546

The Airport Board is inviting you to a scheduled Zoom meeting.  
***In person attendees are welcome but are required to wear a mask.***

**Meeting ID: 843 2850 3327**

**Passcode: 326531**

Join Zoom Meeting

<https://us02web.zoom.us/j/84328503327?pwd=Tzd4b1YwNjgrbmhRQ29EcWI0WXJCZz09>

Meeting ID: 843 2850 3327

Passcode: 326531

One tap mobile

+13126266799,,84328503327#,,,,\*326531# US (Chicago)

+19292056099,,84328503327#,,,,\*326531# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 253 215 8782 US (Tacoma)

+1 929 205 6099 US (New York)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 669 900 6833 US (San Jose)

Find your local number: <https://us02web.zoom.us/j/84328503327?pwd=Tzd4b1YwNjgrbmhRQ29EcWI0WXJCZz09>

Join by Telephone:

- 📞 On your phone, dial the phone number provided above.
- 📞 Enter the meeting ID number when prompted using your keypad.
- 📞 Please note that long-distance charges may apply. This is not a toll-free number.
- 📞 Once logged in please identify yourself by name.
- 📞 Please mute your phone when you are not speaking to minimize background noise.
- 📞 Please be patient.

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 unable to attend the meeting.

AMENDED 05/12/21

Airport Board Meeting  
Monday, May 17, 2021 at 8:00 a.m.

AGENDA

1. Call to Order
2. Adoption of Agenda
3. Approval of Minutes of April 19, 2021
4. Citizen Participation, Communications, Announcements, and Information
5. Consent Calendar
  - a. Transfers
  - b. Review of payments of April 2021
6. Updates, Discussion and Possible Action
  - a. Request for Variance – Carver Aero, LLC
  - b. Approve Fixed Base Operator’s Agreement between Southern Wisconsin Regional Airport and Carver Aero LLC
  - c. Termination of Lease between Southern Wisconsin Regional Airport and King Capital JJC Hanger, LLC**
  - d. Request for an Above-ground Fuel Storage Tank – Moose Holdings, LLC
  - e. Approve First Addendum to Lease Agreement between Southern Wisconsin Regional Airport and Moose Holdings, LLC
  - f. Airport Director’s Updates
7. Committee Requests and Motions
8. Next Meeting Date: June 21, 2021
9. Adjournment

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Rock County, Wisconsin



Airport Board Meeting - Minutes  
Monday, April 19, 2021 at 8:00 a.m.  
Southern Wisconsin Regional Airport Terminal Conference Room / Teleconference  
1716 W. Airport Rd.  
Janesville, WI 53546

Call to Order. Chair Fox called the meeting of the Airport Board to order at 8:00 a.m.

Airport Board Members Present in Person. Supervisor Brent Fox, Mr. Dick Cope, Mr. Greg Johnson, Mr. Joe Quint.

Airport Board Members Present via Teleconference. Supervisors Dave Homan and Rick Richard, Mr. Eric Baker, Ms. Christine Rebout, Mrs. Katie Reese.

Airport Board Members Absent. None

Staff Members Present in Person. Greg Cullen      Airport Director  
Cynthia Hevel      Airport Secretary II

Others Present in Person. William Gempeler      Interested Citizen  
Bonnie Cooksey      Janesville Jet Center  
Jim Freeman      Helicopter Specialties

Others Present Via Teleconference. Rick Leyes      Hangar Tenant  
Everett Reese      Elevation Air

Adoption of Agenda. Mr. Quint and Supervisor Homan moved to approve the Amended Agenda. MOTION CARRIED.

Approval of Minutes of March 15, 2021. Mr. Cope and Mr. Johnson moved the minutes. MOTION CARRIED.

Citizen Participation, Communications, Announcements, and Information. None

**Consent Calendar**

Transfers. None

Review of Payments. The review for March 2021 was completed.

## **Updates, Discussion and Possible Action**

Contract for Airport Improvement – 2021 Statewide Crack Seal. Mr. Cullen informed the Board that last week he had received notice from the State of Wisconsin, Bureau of Aeronautics that the contract for statewide crack sealing had been awarded. The Runway 18/36 surface improvement project was included in this contract in order to save the airport money. This project will fill the cracks on the pavement and then put down a micro surface. This project was budgeted at \$160,000. While the contract is for over \$600,000 it is for 7 or 8 airports statewide. Our part of the contract is estimated at \$115,000 more or less depending on product used. This brings this project in well under budget. The start time is unknown but once started, will probably take around two weeks to complete and will be done in two phases.

Supervisor Fox asked if this was consistent with prior plans, and Mr. Cullen responded that it is. Supervisor Homan and Mrs. Reese moved to approve the contract. MOTION CARRIED.

Airport Director's Updates. Mr. Cullen informed the Board that we finally received the \$157,000 CARES grant money on April 14. This will end up in the airport's fund balance.

The Vesely hangar construction project started last week. Mr. Cullen told the Board that he is in negotiations with another prospective hangar tenant as well.

The design phase of the Runway 04/22 rehabilitation project is 95% complete. The estimated cost of this project is \$3.6 million with the county's share coming in at \$180,000. This will be requested in the 2022 budget.

Public Hearing on Airport Improvements. Supervisor Fox opened the Public Hearing at 8:06 a.m. Mr. Cullen explained that in order to Petition State and Federal agencies for airport improvement funding at both the state and federal level, it is required that we create a petition for each item that we think we may ask for in the future. These petitions do not necessarily mean that the work will be done, only that we may ask for them in the future. This is a planning tool for the state Bureau of Aeronautics and the federal Airport Improvement Program. Items not completed within six years of being petitioned for must be re-petitioned for after six years. Many of the items in this petition have been petitioned for previously, but those petitions have expired. Mr. Cullen then gave a brief overview of each item in the petition. These items included:

- Expand/improve/rehabilitate/construct snow removal equipment building, including wash bay
- Runway 18/36 reconfiguration
- Construct east side hangar development area
- Construct ARFF building
- Acquire snow removal equipment
- Reconstruct/rehabilitate/construct apron areas
- Reconstruct/rehabilitate Taxiway A
- Rehabilitate Runway 14/32



- Acquire mowing equipment
- Conduct wildlife hazard assessment
- Replace Runways 04 and 14 PAPI
- Replace rotating beacon
- Acquire land in runway approaches
- Reconstruct/rehabilitate terminal access roads and parking area
- Reconstruct/rehabilitate/realign/construct taxiways
- Airfield pavement maintenance and repair
- Security improvements, including gates, card reader and lighting
- Clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55
- Any necessary related work.

After Mr. Cullen discussed each item, he asked if there were any questions or comments. There were no questions or comments.

Supervisor Fox closed the Public Hearing at 8:15 a.m.

Resolution: Petitioning the Secretary of Transportation for Airport Improvement Aid. Mr. Quint and Supervisor Fox moved the Resolution. MOTION CARRIED.

Resolution: Agency Agreement and Federal Block Grant Owner Assurances. Mr. Cope and Mr. Johnson moved the Resolution. Mr. Cullen explained that this Resolution appoints the State of Wisconsin Bureau of Transportation to act as our Agent for the Airport Improvement Program and offers certain guarantees as a condition of the grants. MOTION CARRIED.

Committee Requests and Motions. None.

Next Meeting Date. The next meeting date will be May 17, 2021 at 8:00 a.m.

Adjournment. Supervisor Fox and Mr. Johnson moved to adjourn at 8:17 a.m. MOTION CARRIED.

Respectfully Submitted,

Cynthia J. Hevel  
Secretary II

Rock County, Wisconsin



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Cynthia J. Hevel  
Secretary II



**COMMITTEE REVIEW REPORT  
WITH DESCRIPTION  
FOR THE MONTH OF APRIL 2021**

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
43-4453-4110-62210	Telephone		04/15/2021	AT AND T	MAR PHONE	101.77
		P2100097	04/22/2021	CHARTER COMMUNICATIONS	TERM SERVICE APR 2021	978.45
43-4453-4110-63100	Office&Misc Exp		04/15/2021	US BANK	OFFICE SUPPLIES	159.26
		P2100084	04/15/2021	US BANK	OFFICE SUPPLIES	159.26
43-4453-4110-64200	Training		04/01/2021	FOX VALLEY TECHNICAL COLLEGE	REGISTRATION: ARFF SCHOOL	2,500.00
		P2101113	04/01/2021	FOX VALLEY TECHNICAL COLLEGE	REGISTRATION: ARFF SCHOOL	2,500.00
43-4453-4110-64918	Marketing		04/15/2021	MIDWEST FLYER MAGAZINE	APR/MAY CLASSIFIED FOR HANGARS	53.25
		P2100090	04/15/2021	MIDWEST FLYER MAGAZINE	APR/MAY CLASSIFIED FOR HANGARS	53.25
		P2101207	04/22/2021	ADAMS PUBLISHING GROUP OF SOUT	PUBLICATION OF LEGAL NOTICE ON	61.87
					<b>Airport Administration PROG TOTAL</b>	<b>3,854.60</b>
43-4453-4453-62119	Other Services		04/15/2021	SAFETY KLEEN SYSTEMS INC	PARTS WASHER SCHEDULED SERVICE	121.50
		P2101146	04/15/2021	SAFETY KLEEN SYSTEMS INC	PARTS WASHER SCHEDULED SERVICE	121.50
43-4453-4453-62160	Cleaning Contrac		04/29/2021	JAYS BIG ROLLS INC	AIR FRESHENERS FOR TERM	66.50
		P2100096	04/29/2021	JAYS BIG ROLLS INC	AIR FRESHENERS FOR TERM	66.50
		P2100117	04/15/2021	DIVERSIFIED BUILDING MAINTENAN	MAR TERMINAL CLEANING	697.64
		P2100264	04/29/2021	UNIFIRST CORP	MATS	405.51
43-4453-4453-62164	Disposal Service		04/15/2021	ACE PORTABLES INC	PORTABLE TOILETS	142.00
		P2100055	04/15/2021	ACE PORTABLES INC	PORTABLE TOILETS	142.00
		P2100063	04/15/2021	BADGERLAND DISPOSAL	TRASH PICK UP APR	34.13
43-4453-4453-62201	Electric		04/29/2021	ALLIANT ENERGY/WP&L	APR ELEC	6,453.44
			04/29/2021	ALLIANT ENERGY/WP&L	APR ELEC	6,453.44
43-4453-4453-62203	Natural Gas		04/29/2021	ALLIANT ENERGY/WP&L	APR GAS	2,365.32
			04/29/2021	ALLIANT ENERGY/WP&L	APR GAS	2,365.32
43-4453-4453-63109	Other Supplies		04/01/2021	GRAINGER	WASTE OIL RECEIVER	419.04
		P2100116	04/01/2021	GRAINGER	WASTE OIL RECEIVER	419.04
43-4453-4453-63501	Gas/Other Fuels		04/15/2021	KWIK TRIP EXTENDED NETWORK	MAR DIESEL & DEF	235.56
		P2100091	04/15/2021	KWIK TRIP EXTENDED NETWORK	MAR DIESEL & DEF	235.56
		P2100098	04/15/2021	BROWN OIL CO INC	MAR OFF RD DIESEL	202.50
43-4453-4453-63503	Equip Parts		04/22/2021	JOHNSON TRACTOR INC	MOTOMIX	63.90
		P2100095	04/22/2021	JOHNSON TRACTOR INC	MOTOMIX	63.90
		P2100104	04/15/2021	MID STATE EQUIPMENT JANESVILLE	PIN FOR 20' RHINO MOWER	55.82
		P2100106	04/15/2021	INTERSTATE BATTERIES OF ROCKFO	BATTERY FOR ERV #13	261.90



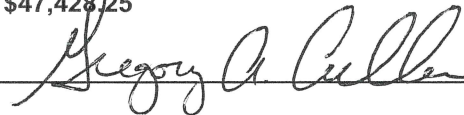
**COMMITTEE REVIEW REPORT  
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FOR THE MONTH OF APRIL 2021**

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
		P2101067	04/15/2021	ZARNOTH BRUSH WORKS INC	200-10-32-KCV-H	687.10
		P2101093	04/01/2021	REINDERS INC	BUSHING #25	386.37
		P2101106	04/01/2021	MB COMPANIES INC	PART NO 401-175075 SHAFT SLEEV	148.17
		P2101114	04/29/2021	HOTSYS CLEANING SYSTEMS INC	FOAM WAND FOR PARTS WASHER	134.00
43-4453-4453-64900	Other Expenses					
		P2100062	04/15/2021	BJ ELECTRIC SUPPLY INC	LIGHT FIXTURES FOR AMMO	698.69
		P2100065	04/22/2021	HARRIS ACE HARDWARE LLP	PASSAGE KNOB	102.41
		P2100084	04/15/2021	US BANK	C CELL BATTERIES FOR SCBA EQUI	28.00
		P2100096	04/29/2021	JAYS BIG ROLLS INC	FLOOR SOAP FOR AMMO	193.00
		P2100101	04/01/2021	SHERWIN WILLIAMS	HYDRAULIC FILTERS	140.00
		P2100105	04/22/2021	MENARDS	HVAC FILTERS	116.15
		P2101058	04/01/2021	AGM AIRFIELD GUIDENACESIGN	AIRFIELD GUIDANCE SIGN	108.00
		P2101218	04/29/2021	TSCHUDY CORP,THE	PARTS FOR ELECTRIC GATES	1,557.00
43-4453-4453-67120	Capital Assets					
		P2100996	04/29/2021	TSCHUDY CORP,THE	INSTALLATION OF GATE #1 OPERAT	27,750.00
<b>Airport Maintenance PROG TOTAL</b>						<b>43,573.65</b>

I have reviewed the preceding payments in the total amount of **\$47,428.25**

Date:

Dept Head



Committee Chair

ROCK COUNTY

**COMMITTEE REVIEW REPORT  
WITH DESCRIPTION  
FOR THE MONTH OF APRIL 2021**

04/29/2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
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**REPORT COMPLETE!**

Report Total: 47,428.25

For Job Numbers: 2169915, 2173849, 2176124, 2178896, 2178919

Carver Aero LLC  
9230 Harrison Street  
Davenport, IA 52806



May 10, 2021

Southern Wisconsin Regional Airport Board  
1716 W. Airport Road  
Janesville, WI 52806

Re: Request for Variance from Minimum Standards

Dear Members of the Board:

Please accept this letter as a formal request for a variance from the requirements of the Southern Wisconsin Regional Airport Minimum Standards, dated July 1, 2020 (the "Standards"), Section 4 Minimum Standards for Multiple Services Operators Paragraph 4.3.1 Minimum Leased Premises Requirements. The Standards require minimum total leased premises of four acres whereas Carver Aero, LLC ("Carver Aero") intends to assume the operations of the Janesville Jet Center, a long-running business that currently occupies 1.93 acres at the airport.

Carver Aero is a regional private aviation business with locations in Davenport, Muscatine, and Council Bluffs, Iowa. Operations include FBO services, charter services, aircraft management and maintenance, line services, flight training and aircraft rental. Carver Aero, which was founded nearly 30 years ago, was acquired by CL Enterprises LLC ("CLE") in December 2019 to pursue a strategy of expansion and growth within the private aviation sector. The acquisition of the Janesville operation will further our plans to create a unified FBO network providing a comprehensive suite of services for business and private aviation in the Midwest.

CLE is a family holding company that aims to bring not just capital to its portfolio companies, but also substantial strategic, operating and business expertise to elevate each company to a new level of growth. To that end, Carver Aero plans to explore opportunities to expand services at the Southern Wisconsin Regional Airport.

Thank you for your consideration of our request for a variance.

Sincerely,

Guy Lieser  
Chief Executive Officer

CC: Greg Cullen, Airport Director

## **Rock County – Airport Department Issue Paper**

**Issue** – Carver Aero LLC requests 4 acre minimum leased area requirement variance.

**Discussion** – Carver Aero is in the process of acquiring the Janesville Jet Center from King Capital. They intend to continue operations as a Fixed Base Operator (FBO) at this airport using the same space and equipment that King Capital has owned and operated for many years. Carver Aero owns and operates other FBO's in Illinois and Iowa. In addition to selling fuel here, they plan to add a flight school and a charter operation.

This airport has minimum standards for commercial aeronautical activities. During the review of the existing lease agreement and drafting a new agreement, it was discovered the existing lease doesn't meet our total leased premises requirement of 4 acres. Nor did the existing lease meet the 40,000 square feet of apron space. All other minimum leased requirements were met. The new lease corrected the minimum square feet of apron space. The total space that Carver Aero will lease equals 2 acres.

**Recommendation** – Despite the minimum standards for commercial aeronautical activities being reviewed and approved last year, I support this variance request. I believe 4 acres is quite possibly a typo as this seems like an unrealistic requirement for any FBO. I believe the intent was to prevent small businesses from operating out of a fuel truck without being invested at the airport and was likely a 2 acre requirement.

Request motion to allow the Carver Aero LLC variance.

*Fixed Base Operator's Agreement*

*between*

*Southern Wisconsin Regional Airport  
County of Rock, Wisconsin*

*and*

*Carver Aero LLC,  
an Iowa Limited Liability Company*



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**FIXED BASE OPERATOR'S AGREEMENT**  
**between**  
**SOUTHERN WISCONSIN REGIONAL AIRPORT, ROCK COUNTY, WISCONSIN**  
**and**  
**CARVER AERO LLC**  
**an Iowa Limited Liability Company**

THIS AGREEMENT, made and entered into this day of May 17, 2021 by and between Rock County, a political subdivision of the State of Wisconsin, hereinafter designated as **LESSOR** and Carver Aero LLC, an Iowa Limited Liability Company, hereafter 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 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** will engage in the business of multiple services as defined under Minimum Standards for Commercial Aeronautical Activities” at the Southern Wisconsin Regional Airport and the **LESSEE** for such purposes desires to lease said property and rights from said Rock County; and

WHEREAS, **LESSEE** is willing to arrange for and obtain capital and investment necessary to construct, purchase 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 promotion of aviation in Rock County.

NOW, THEREFORE, in consideration of the mutual undertakings, understanding, and agreements hereinafter set forth, the **LESSOR** and the **LESSEE** agree as follows:

**ARTICLE I - PREMISES**

1.1 Land

**LESSOR** does hereby lease, let and demise to **LESSEE**, the premises described in Exhibits “A”, “B” and “C” which are 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

The term of this Lease, subject to earlier termination as hereinafter provided, shall begin upon the closing of the sale of the building located at 4606 S. Atlantis Dr., Janesville, WI 53546 and will be in effect through and including July 31, 2051 (the “Term”). Between six months and one year prior to the expiration of the Term, **LESSEE** may request, in writing, that the **LESSOR** negotiate a new Lease with it. If timely notice is given to **LESSOR**, **LESSOR** shall meet with **LESSEE** in good faith to negotiate a new Lease.

## ARTICLE 3 – CONSIDERATION

### 3.1 Consideration

**LESSEE** agrees to pay to **LESSOR**, the sum of Fifteen Thousand Five Hundred Seventy Dollars and 74/100ths Dollars (\$15,570.74) per year for the use of leased PREMISES, representing a rental charge of (.1182) cents per square foot for Twenty-three Thousand Five Hundred Six (23,506) square feet of unimproved land and a rental charge of (.1893) cents per square foot for Sixty-seven Thousand Five Hundred Seventy-seven (67,577) square feet of improved land (2021 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 the first of the month following the closing date for the purchase of the property set forth on Exhibits “A”, “B” and “C”. Payments in the amount of One Thousand Two Hundred Ninety-seven Dollars and 56/100s (\$1,297.56) representing Fifteen Thousand Five Hundred Seventy Dollars and 74/100s (\$15,570.74) per year (2021 rates) shall be paid each month on or before the 1<sup>st</sup> of each month.

### 3.3 Late Payments

Late payments of rental fees shall be subject to interest, thereon payable at the rate of one and one-half (1½) per cent per month, until paid in full.

### 3.4 Renegotiation

The Airport Director shall be responsible for renegotiating the yearly rental charge on behalf of the **LESSOR**, subject to final approval of the Airport Board.

### 3.5 Reexamination of Other Terms

During each rental fee negotiation period the parties shall meet, in good faith, to reexamine all of the terms of this Lease for the purpose of making fair and equitable adjustments of this Lease. Lease terms may be modified only through mutual agreement and arbitration is not applicable.

TERMINATION OF LEASE  
BETWEEN  
SOUTHERN WISCONSIN REGIONAL AIRPORT  
COUNTY OF ROCK, WISCONSIN  
AND  
King Capital JJC Hanger, LLC

THIS AGREEMENT, is made and entered into by and between the Southern Wisconsin Regional Airport, 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 Hanger, LLC hereinafter referred to as the current LESSEE, (as the successor in interest to Derry-Aire, LLC who was the successor in interest to Blackhawk Aviation Properties, LLC).

WHEREAS, the parties entered into a Lease Agreement dated August 1, 1996; and

WHEREAS, the LESSEE has accepted an offer on its interest in buildings and equipment located within the areas described in Exhibits B, C, and E of the current lease inclusive of Addendums 1 through 6.

NOW THEREFORE, the parties, Southern Wisconsin Regional Airport, County of Rock, Wisconsin, and King Capital JJC Hanger, LLC, agree to terminate and cancel said Lease as of the date of closing on the building located at 4606 S. Atlantis Dr., Janesville, WI 53546.

AUTHORITY

IN WITNESS WHEREOF, the parties hereto this \_\_\_\_ day of \_\_\_\_\_, 2021, do hereby agree to terminate and cancel said lease agreement as of the date of closing.

BY: \_\_\_\_\_  
Greg A. Cullen, C.M., Airport Director  
Southern Wisconsin Regional Airport

BY: \_\_\_\_\_  
Stephen B. King, Sr.  
King Capital JJC Hanger, LLC



## Greg Cullen

---

**From:** Everett Reese III <Everett@Elevation-Air.com>  
**Sent:** Monday, May 10, 2021 10:43 AM  
**To:** Greg Cullen; BRENT FOX  
**Cc:** Everett Reese III  
**Subject:** Moose Holdings LLC Request for Discussion and Action May 2021 Board Meeting

**CAUTION:** This email originated from outside the Rock County (Rock-IT) network. Do not click links or attachments unless you recognize the sender and know the content is safe. If you feel this email is a potential phishing attempt, please forward to [PhishingAlerts@co.rock.wi.us](mailto:PhishingAlerts@co.rock.wi.us) for review.

Good Morning Greg and Brent,

Thanks again for taking the time to collaborate on our future growth. As requested below is a summary of our requests:

1. Add Parcel A from Exhibit 31 to our lease for the development of T-Hangers, and/or a community style hanger, with the first right of refusal to Parcel B.

Reasons:

- a. Increases the leased area square footage to meet additional leased area minimum standard requirements
  - b. Higher quality aircraft storage compared to the current T-Hangers
  - c. To increase the available aircraft storage for Elevation Air LLC and other airport tenants
2. Add Self Fueling to our current lease while expanding the leased area to allow for the installation of a minimum 12,000 gallon above ground fuel tank similar in design to the one discussed in our meeting.

Reason:

- a. To support the Elevation Air LLC Flight school growth

Please Contact me with any questions.

Best Regards,

Everett

**Everett Reese**

Business Tel: 608.554.3561

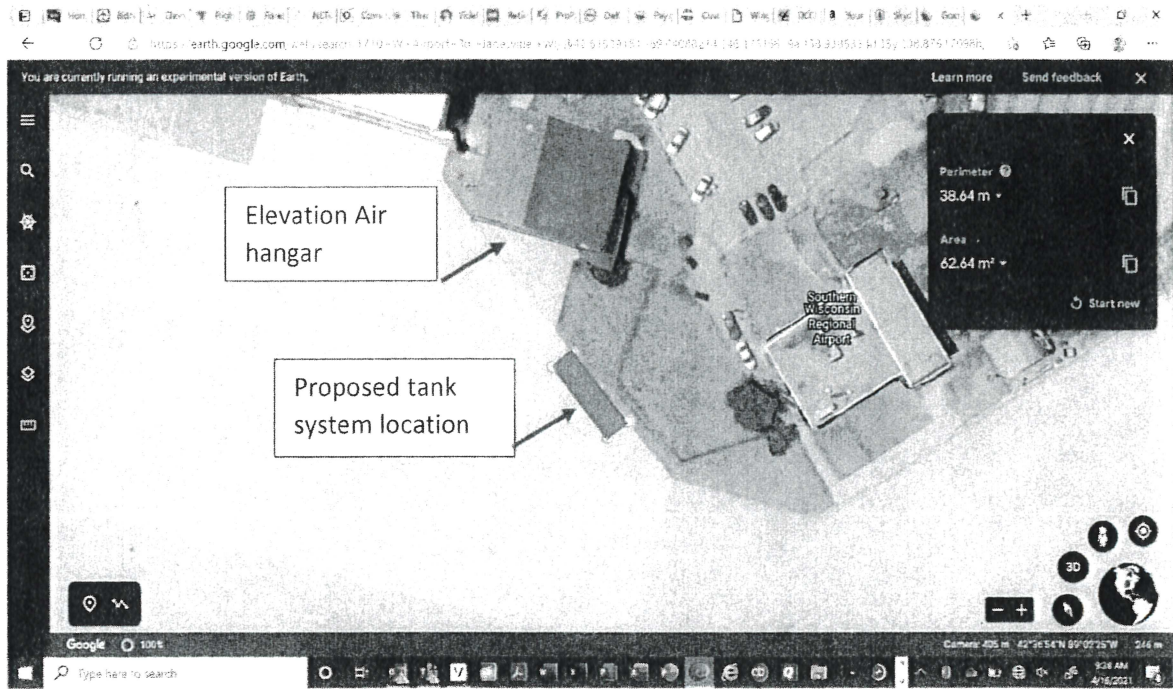
Cell: 608.302.9136

Email: [Everett@Elevation-Air.com](mailto:Everett@Elevation-Air.com)

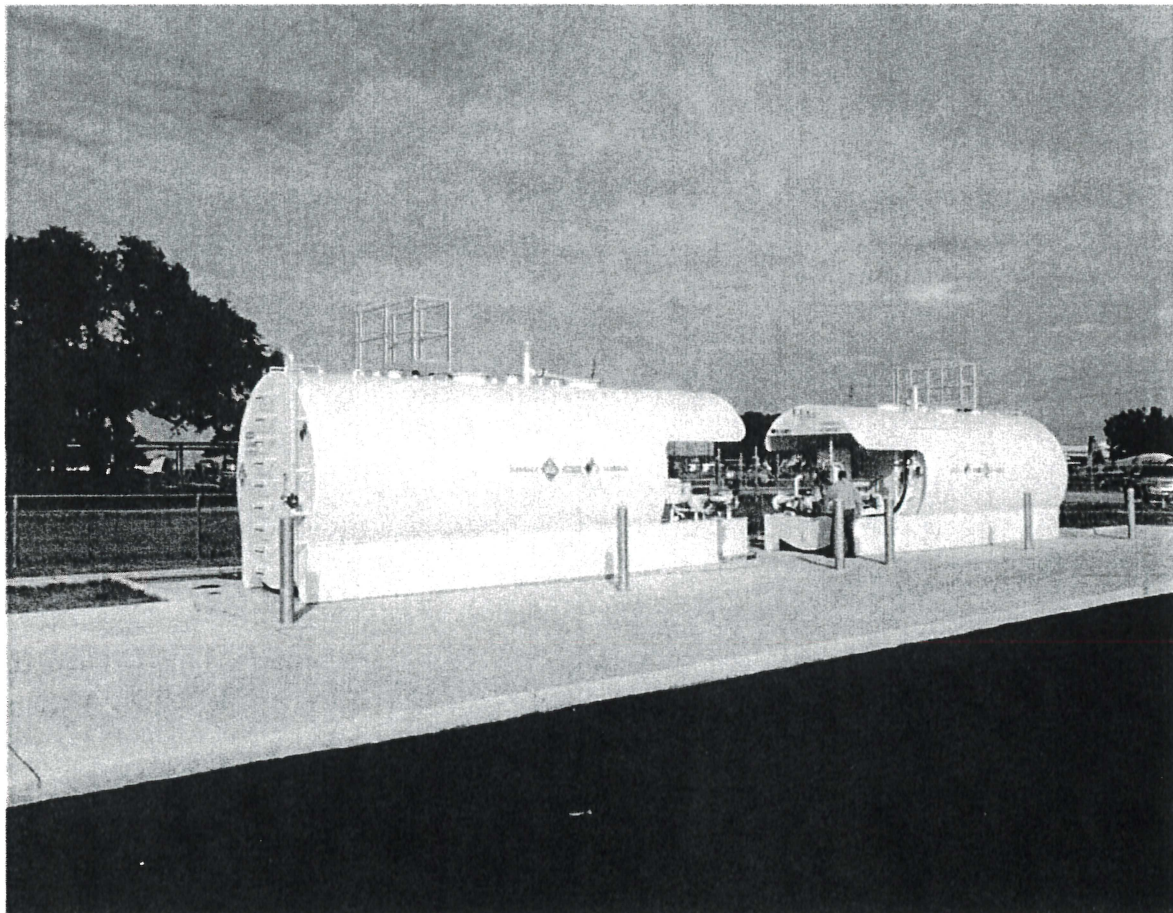
**ELEVATION**   
**AIR** LLC







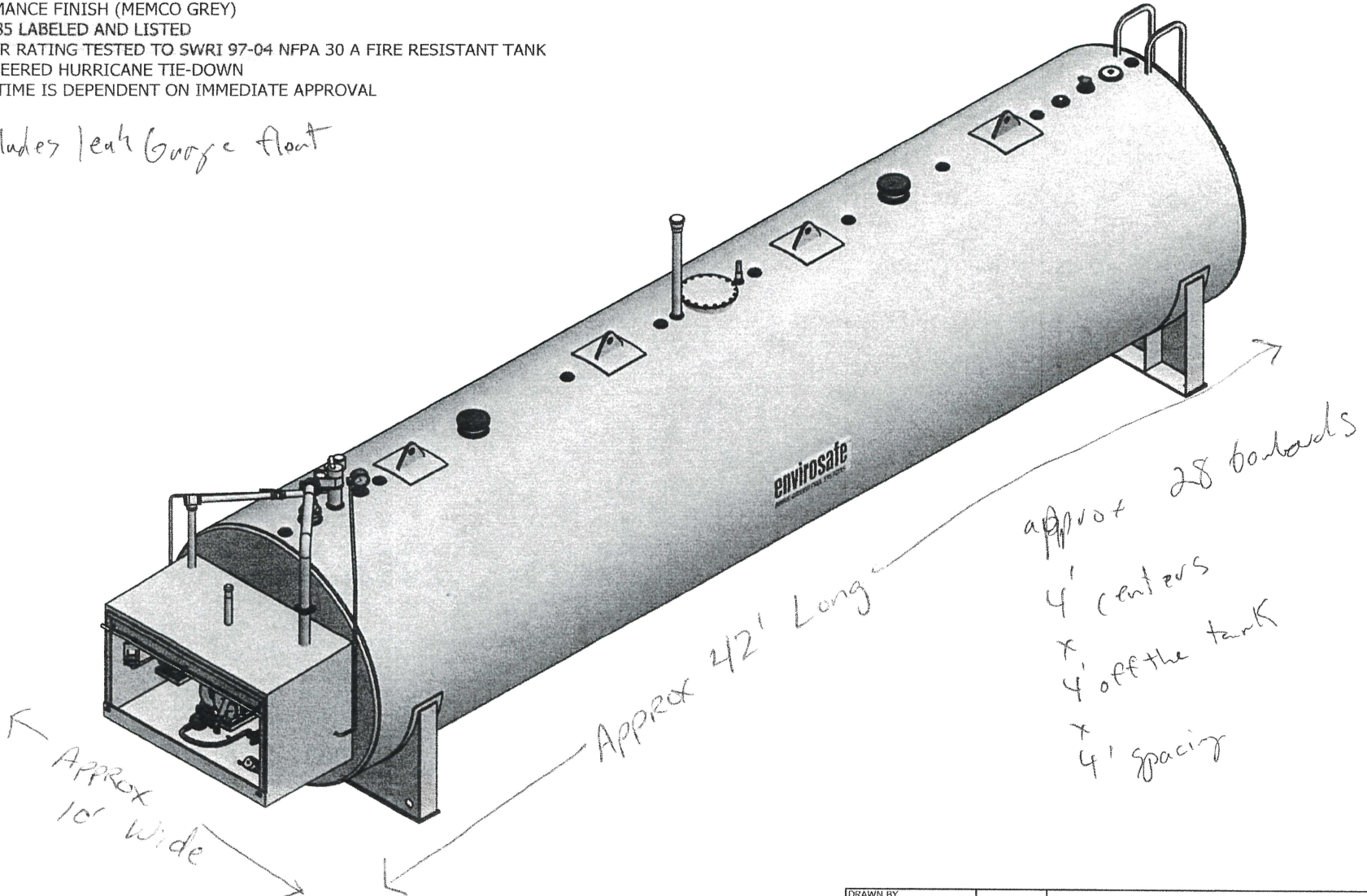
Similar looking tank to the one being proposed – just one tank not both



NOTES:

1. GAS/DIESEL USE
2. ENVIROLASTIC 940 DTM POLYASPARTIC URETHANE COATING FOR HIGH PERFORMANCE FINISH (MEMCO GREY)
3. UL 2085 LABELED AND LISTED
4. 2 HOUR RATING TESTED TO SWRI 97-04 NFPA 30 A FIRE RESISTANT TANK
5. ENGINEERED HURRICANE TIE-DOWN
6. LEAD TIME IS DEPENDENT ON IMMEDIATE APPROVAL

*Includes leak Gorge float*



\*LEAD TIMES BEGIN UPON RECEIPT OF SIGNED APPROVED DRAWING, WHICH MUST BE RETURNED BEFORE PRODUCTION CAN BEGIN\*

#

STI  
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This document and all information and design thereon are the property of Envirosafe Fuel Systems. This document is confidential and must not be made public or copied without written authorization from Envirosafe and is subject to return upon demand. No use of this document or any design thereon is permitted except as is specifically authorized in writing by Envirosafe. Acceptance of possession of this document constitutes full agreement with the above conditions. All Rights Reserved. Memco, Inc

DRAWN BY	AP	4/17/2019	MEMCO, INC	
MEMCO REP			12,000 GALLON FIREGUARD COMMERCIAL FLEET	
QUOTE #			SIZE	DWG NO
Customer Approval Signature			C	REV
CUSTOMER REQUESTED COMPLETION DATE :			SCALE	SHEET 1 OF 5



## **Rock County – Airport Department Issue Paper**

**Issue** – Moose Holdings LLC has requested an above ground aircraft fuel storage tank and would like to expand their lease area to build an aircraft storage facility.

**Discussion** – Moose Holdings LLC has an existing Specialized Aviation Service Operations Lease at this airport. They operate the flight school Elevation Air. In three years, the business has grown steadily to become a premiere training center in southern Wisconsin and northern Illinois. They currently have two, high-quality C-172 aircraft and will be adding a third, multi-engine airplane in the near future. The owners have a desire to expand their business further. They have requested to lease parcel A (see attached map) and have a first right of refusal for parcel B with the intent of building a high quality aircraft storage facility. The building would have individual aircraft storage similar to our existing T-hangars, but with the amenities of heat and water. This would increase their leased area and provide more available aircraft storage for Elevation Air. Concurrently, they have requested to install a 12,000 gallon above ground fuel storage tank to conduct business as a self-fueling operator. The tank meets all FAA safety protocols, standards, and offers the latest technology. Pending Airport Board and compliance with FAR Part 77, the tank would be installed within Moose Holdings existing leased area (see attached location map/diagram). If approved, the tank would be installed this fall and operational immediately. The new aircraft storage facility would likely not occur until next year pending design and permit completion. The owners need the Airport Board decision on these related matters in order to move forward with their business plan. A lease amendment will occur at a future meeting after all approvals are received.

**Recommendation** – While it hasn't been the practice to have above ground fuel storage tanks at this airport in the past, I do support this request for the following reasons. I believe the tank specifications selected for this request provides layers of safety protocols. I reviewed FAA Order 1050.15B, *Fuel Storage Tank Systems at FAA Facilities*, specifically, Aboveground Storage Tanks (AST) being the preferred storage system for environmental reasons. The Janesville Fire Department Fire Inspector supports AST. AST are quite common on airports. Moose Holdings is an established business at this airport making further investments for the future that will benefit themselves and the airport. I would request Moose Holdings to install privacy fencing along the existing fence line in that area to reduce any landside unsightly concerns. Lastly, I support the addition of another aircraft storage facility. We may lose some T-hangar renters to a building with more amenities than what we can offer. However, the majority of our clients like the affordable storage and would likely prefer not to move.

Request motion to approve Moose Holdings LLC use as a self-fueling operator and AST location.

**FIRST ADDENDUM**  
**to**  
**LEASE AGREEMENT**  
**between**  
**Southern Wisconsin Regional Airport, County of Rock, Wisconsin**  
**and**  
**Moose Holdings, 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 **LESSOR**, and Moose Holdings, LLC., hereinafter called **LESSEE**, entered into a certain contract hereinafter called Lease, on the 1<sup>st</sup>, day of November 2019.

WHEREAS, LESSEE desires to add to Article 9 – Use, an additional use under a new article, Article 9.6 Self-Fueling as follows:

**ARTICLE 9 – USE**

9.6 Self-Fueling

**LESSOR** hereby agrees to allow **LESSEE** to install on **LESSEE**'s premises a fuel storage tank for the purpose of self-fueling. **LESSEE** hereby agrees to the following;

- (a) **LESSEE** will install and maintain a fuel storage tank in accordance with all current and any future statutory and/or code provisions. It is the sole responsibility of the **LESSEE** to conform to Wisconsin Agriculture, Trade and Consumer Protection Chapter 93.440 and FAA Order 1050.15B, and Airport requirements. If **LESSEE** is found not to be in compliance, upon being given reasonable advance, written notice thereof, **LESSEE** will be considered in default of this Lease. **LESSEE** will, each year when the fuel storage tanks and lines are inspected, forward a copy of inspection results to the Airport Director.
- (b) **LESSEE** will maintain ownership of the tank and will be responsible for removal and site clean-up prior to the termination of this Lease.
- (c) Self-fueling can only be performed by **LESSEE**'s employees and students in training and can only be delivered to aircraft owned, leased, managed, or operated by **LESSEE**. **LESSEE** is not allowed to enter into an organization formed by several aircraft owners for the purpose of forming a "CO-OP" as a single aircraft owner for self-fueling. **LESSEE** will provide training to its employees, in accordance with NFPA standards, for performing fueling operations.

- (d) **LESSEE** shall procure and maintain, during the entire term of this agreement, insurance as required by the Minimum Standards Section 7.2 Insurance Policies.

Certificates of Insurance acceptable to and provided by the County of Rock shall be filed with the County of Rock, Airport Director's Office, prior to commencement of operations and/or provisions that coverage afforded under these policies will not be canceled until at least fifteen (15) days prior written notice has been given to the County of Rock.

- (e) **LESSEE** understands that **LESSOR** is under no obligation to permit aircraft owners to introduce equipment, personnel, or practices which would be unsafe, unsightly, detrimental to the public welfare, or which would affect the efficient use of airport facilities by others.
- (F) On the first day of each month, **LESSEE** will submit to the Airport Directors office a copy of the total gallons of fuel delivered and payment of the current fuel flowage fees for the preceding month. Fuel flowage fees are determined by the Airport Board.

**ARTICLE 41 - AUTHORITY**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

**LESSOR**  
ROCK COUNTY, WISCONSIN

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

**LESSEE**

BY: \_\_\_\_\_  
Everett Reese  
Moose Holdings, LLC