

Rock County, Wisconsin



Airport Board Meeting
Monday, April 15, 2019 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 March 18, 2019
4. Citizen Participation, Communications, Announcements, and Information
5. Consent Calendar
 - a. Transfers
 - b. Review of Payments
6. Resolutions
 - a. Awarding Contract for Gate Openers at Southern Wisconsin Regional Airport
 - b. Accepting Wisconsin Department of Tourism's Meetings Mean Business Grant Funds and Amending the 2019 Southern Wisconsin Regional Airport Department Budget
7. Updates, Discussion and Possible Action
 - a. Consider/Approve Lease No. 3 Between Southern Wisconsin Regional Airport, County of Rock, Wisconsin and Hershey Lane, LLC
 - b. T-hangar Discussion and Possible Action
 - c. Southeast Ramp Construction Update
 - d. Hunting Policy Review
 - e. Airport Director's Updates
8. Committee Requests and Motions
9. Next Meeting Date: May 20, 2019 at 8:00 a.m.
10. 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 at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.

Rock County, Wisconsin



Airport Board Meeting - Minutes
Monday, March 18, 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 8:00 a.m.

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

Members Absent. Supervisor Richard

<u>Staff Members:</u>	Greg Cullen	Airport Director
	Cynthia Hevel	Airport Specialist
	Josh Smith	County Administrator

<u>Others Present:</u>	Phil Owens	County Board Supervisor
	Russ Podzilni	County Board Chair
	David Haas	Jetson Aviation
	Jim Freeman	Helicopter Specialties
	Matt Schuh	Airport Tenant

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

Approval of Minutes of February 18, 2019. Chair Fox asked if there were any changes to the minutes. There were none. Mr. Barton and Mrs. Reese moved the Minutes. MOTION CARRIED.

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

Consent Calendar

Transfers. NONE.

Review of Payments. The review was completed.

Resolution – Awarding Contract for Gate Openers at Southern Wisconsin Regional Airport

Mr. Cullen explained the Resolution was to replace four gate openers that were originally installed in 2001. The current gate openers are failing and require frequent repair. The new ones will be the same as three that were installed in 2015 on the new perimeter road. Chair Fox asked if there were any questions. Mr. Barton asked how many bidders there were and why the bid was so high. Mr. Cullen explained that these gates have been out for bid three times and each time, only one company bid on the project. Mr. Quint asked how the public is made aware of these projects that are available for bid. Mr. Cullen replied that the process is handled by the County's purchasing department and he is unsure of the procedures. He provides the specifications for what we need to purchase and they take care of the bidding process.

Mr. Quint also mentioned that he thought Janesville Door had installed the original gate openers and asked if Janesville Door was aware of this opportunity. Mr. Barton asked if they could be contacted for pricing. Mr. Barton stated that he is not opposed to the replacing of the operators, just that he thinks the price is very high and wants to be sure that we are getting the best price. Mr. Cullen replied he didn't know if we could contact Janesville Door directly, the County's purchasing rules are very specific as to what can and cannot be done, and have to be adhered to legally.

Supervisor Mawhinney asked County Administrator Josh Smith if he could clarify the purchasing process. Mr. Smith gave some further information on the process and agreed with Mr. Cullen that we have to follow the legal process when requesting this type of work.

Chair Fox asked if the bid specification were make and model specific and Mr. Cullen responded that it was, so that the new openers would be the same as the three new ones installed in 2015. Mrs. Reese asked if all of the gate operators would be the same after these are replaced. Mr. Cullen stated that they will not, only about 50% would be the same. At some point in the future, he may have to request additional replacements.

Chair Fox asked if the openers being replaced were for high usage gates, and Mr. Cullen said that they are.

Mr. Barton made a motion not to approve the Resolution – Awarding Contract for Gate Openers at Southern Wisconsin Regional Airport in order to allow the Airport Director to conduct some additional research. Mr. Cope seconded the motion. MOTION CARRIED

Updates, Discussion and Possible Action.

Request from FAA. Mr. Cullen informed the Board that last year the FAA put on a safety seminar in our conference room and that approximately 25 to 30 pilots attended. Because the FAA offers these seminars at no cost, they do not budget funds for room rental and most

Airports offer the space at no cost. Last year the Public Works Committee agreed to waive the rental fee because they felt that is was in the best interest of the aviation community to promote aviation safety. Mr. Cope made a motion to allow the FAA to use the airport conference room at no cost and Supervisor Mawhinney seconded it. MOTION CARRIED.

T-Hangar Follow Up Discussion. Mr. Cullen stated that in an effort to answer the questions that had been put forth last month, he has put together a Power Point presentation. A printout of the presentation is at each member's seat (printout of presentation attached). Mr. Cullen went over the following:

- The airport's revenue sources
- Southern Wisconsin Regional Airport's rates in comparison to other large GA airports
- Marketing costs
- T-Hangar revenue vs. expenses
- T-Hangar condition

Discussion on marketing cost involved the fact that the airport spends only about \$864 per year on marketing. This is for 6 ads per year in the Midwest Flyer magazine, and the cost for the Airport's website.

Mr. Owens stated that there are ways to get the airport to turn up in more searches on the internet and that the county's IT department could look into that. Mr. Cope stated that he knows that some air carriers cut deals with fuel sellers and that this could increase traffic. Mr. Cullen stated that he could look into that, but since the airport is not a seller of fuel, that would be something that the FBO would have to agree to.

Mr. Cullen noted that the revenue received from t-hangar rent includes all t-hangars not just the newer buildings but that the maintenance cost is quite small compared to the revenue.

Mr. Cullen showed pictures of the t-hangars. The two older buildings were built in 1950. The roofs are somewhat rusted and the door mechanisms don't always latch. Birds do get into the hangars on occasion and some tenants keep their planes covered even inside to protect from the birds that get in. The airport also keeps some equipment in empty hangars because space at the maintenance facility is very limited. This winter we had to keep the mass casualty vehicle in a hangar in order to keep snow removal equipment in the heated building. Hangars with airport equipment remain available for rental should they be requested.

Mr. Barton thanked Mr. Cullen for putting together the presentation and answering the Boards previous questions. Chair Fox recommended saving the presentation handout for future reference. Mr. Cullen stated that he has recently sent out a seven question survey to our t-hangar tenants. He doesn't have any responses yet because he just sent it out last week, but he is hoping to have results by the next meeting.

Mr. Owens stated that if new t-hangars ever do get built that he has some recommendations. Don't use asphalt for the floors as the plane wheels really create ruts, and also, to raise the floor a bit so that water doesn't get under the doors. Mr. Cullen said that he did have two tenants complain about ice and water in the hangars this year, and he had reached out to a t-hangar builder for some cost estimates, but he has not heard back.

Chair Fox asked if there was any further discussion on the t-hangars and there was not.

Runway 18/36 Pavement Condition Discussion. Mr. Cullen continued his Power Point presentation relating to the condition of Runway 18/36. Mr. Cullen showed pictures of the runway in 2012 just after a \$145,000 slurry coat project was done to extend the life of the runway. At the time, it was estimated that it would extend the life 5-7 years, and it has now been 7 years. The runway is in very bad shape and has large cracks that allow weeds to grow up through. The slurry coat from 2012 is breaking up and there are at least two places where very large areas of the slurry coat has broken away and the old asphalt is exposed. Mr. Cullen stated that he has been in touch with the Bureau of Aeronautics about options for Runway 18/36. In his opinion, there are three options:

1. Complete another slurry seal project to hopefully get greater than 7 years of life.
2. Remove the runway altogether and operate with two primary runways.
3. Turn the runway into a turf runway. It's believed that taildragger owners would prefer a turf runway option.

Chair Fox asked if Mr. Cullen has explored the costs of option 1 versus complete removal and Mr. Cullen replied that he has discussed with Dewey Jorgenson the cost of having the Public Works Department do work on the runway, but he has not done a thorough cost analysis.

Mr. Barton asked what the usage of 18/36 is and Mr. Cullen stated that the tower does not keep track of how many planes use each runway, only of our overall traffic. However, 18/36 is the least used runway and Chair Fox stated that it is only used upon request of the pilot.

Mr. Cullen informed the Board that one reason to keep 18/36 is that when the airport has construction at the two main runway's intersection traffic can still use 18/36. Last summer's lighting project would have closed the airport for several days during the intersection work if we hadn't had 18/36 as backup.

Mr. Freeman asked if getting rid of 18/36 would reduce funding and Mr. Cullen replied that we have what is referred to as a "hot spot" where the ends of 18/36 and 14/32 are very close together. The FAA may actually provide some funding to correct that problem. Also, the tower is counting on 18/36 to be available during our upcoming SAFECON event.

Mr. Cope asked what kind of shape the rest of the facility was in and Mr. Cullen told him that it was in pretty good shape. Runway 14/32 was the most recently worked on runway and it is in

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very good condition. Runway 04/22 is on the table to be worked on in 2022 or 2024 but is still in pretty good shape. Mr. Cope also asked about taxiway conditions and Mr. Cullen said that most are very good. Taxiway D1 will be worked on when 18/36 gets taken care of.

The last slide that Mr. Cullen showed was information relating to 2018 aviation activity. Mr. Cullen stated that he just got this information from the Bureau of Aeronautics. The activity at Southern Wisconsin Regional Airport was up 16% in 2018. Mr. Cullen attributes most of this to the opening of Bessie's Diner in August. As seen in the slide, we are busier than some airports with commercial service.

Committee Requests and Motions. None.

Next Meeting Date. The next meeting of the Airport Board will be on Monday, April 15, 2019 at 8:00 a.m.

Adjournment. Mr. Quint and Supervisor Mawhinney moved to adjourn at 8:56 a.m. MOTION CARRIED.

Respectfully Submitted,

Cynthia J. Hevel
Airport Specialist

AIRPORT BOARD

March 18, 2019

2018 REVENUE

➤ Fuel Flow .	\$137,429.04	
➤ Land Lease	\$120,321.30	
➤ T-Hangar Rent	\$81,501.00	
➤ Landing Fees	\$13,848.77	
➤ Non-Aviation	<u>\$50,551.81</u>	(farming, golf course, conference room rental, sign permits, misc.)
➤ TOTAL	<u>\$403,651.92</u>	

2017 Fuel Flow 100LL					
Airport Facility Name:	Classification:	Was 100LL sold at the airport in 2017?	Who was the seller of the 100LL?	How many gallons of 100LL were sold in 2017?	Revenue Per Gallon
Alexander Field- South Wood County Airport	Medium General Aviation	Yes	Airport	10,001 - 20,000	\$0.01 - \$0.05
Monroe Municipal Airport	Medium General Aviation	Yes	Airport	20,001 - 30,000	\$0.26 - \$0.50
Stevens Point Municipal Airport	Large General Aviation	Yes	Airport	45,001 - 60,000	No Fuel Flow Fee
Batten International Airport	Large General Aviation	Yes	Airport;FBO	30,001 - 45,000	No Fuel Flow Fee
Fort Atkinson Municipal Airport	Medium General Aviation	Yes	Local Pilot's Ass	5,001 - 10,000	\$0.06 - \$0.10
Green Bay Austin Straubel International Airport	Commercial Service	Yes	FBO	100,001 - 150,000	\$0.76 - \$1.00
Dane County Regional Airport	Commercial Service	Yes	FBO	150,001 - 300,000	\$0.06 - \$0.10
La Crosse Regional Airport	Commercial Service	Yes	FBO	30,001 - 45,000	\$0.06 - \$0.10
Appleton International Airport	Commercial Service	Yes	FBO	60,001 - 80,000	\$0.01 - \$0.05
Central Wisconsin Airport	Commercial Service	Yes	FBO	10,001 - 20,000	\$0.01 - \$0.05
Rhineland/Oneda County Airport	Commercial Service	Yes	FBO	10,001 - 20,000	\$0.01 - \$0.05
Kenosha Regional Airport	Large General Aviation	Yes	FBO	80,001 - 100,000	\$0.15 - \$0.20
Fond du Lac County Airport	Large General Aviation	Yes	FBO	30,001 - 45,000	\$0.11 - \$0.15
Sheboygan County Memorial Airport	Large General Aviation	Yes	FBO	45,001 - 60,000	\$0.11 - \$0.15
Rice Lake Regional Airport	Large General Aviation	Yes	FBO	20,001 - 30,000	\$0.06 - \$0.10
Southern Wisconsin Regional Airport	Large General Aviation	Yes	FBO	20,001 - 30,000	\$0.06 - \$0.10
Waukesha County Airport	Large General Aviation	Yes	FBO	60,001 - 80,000	\$0.06 - \$0.10
Wittman Regional Airport	Large General Aviation	Yes	FBO	150,001 - 300,000	\$0.06 - \$0.10
East Troy Municipal Airport	Large General Aviation	Yes	FBO	20,001 - 30,000	\$0.01 - \$0.05
New Richmond Regional Airport	Large General Aviation	Yes	FBO	45,001 - 60,000	\$0.01 - \$0.05
Dodge County Airport	Medium General Aviation	Yes	FBO	30,001 - 45,000	\$0.06 - \$0.10
Portage Municipal	Medium General Aviation	Yes	FBO	5,001 - 10,000	\$0.01 - \$0.05
Sawyer County Airport	Medium General Aviation	Yes	FBO	10,001 - 20,000	\$0.01 - \$0.05

2017 Fuel Flow Jet A					
Airport Facility Name:	Classification:	Was Jet A sold at the airport in 2017?	Who was the seller of the Jet A?	How many gallons of Jet A were sold in 2017?	Revenue Per Gallon
Fort Atkinson Municipal Airport	Medium General Aviation	No			
Portage Municipal	Medium General Aviation	No			
Alexander Field- South Wood County Airport	Medium General Aviation	Yes	Airport	25,001 - 50,000	No Fuel Flow Fee
Batten International Airport	Large General Aviation	Yes	Airport;FBO	200,001 - 400,000	No Fuel Flow Fee
Monroe Municipal Airport	Medium General Aviation	Yes	Airport	10,001 - 25,000	\$0.51 - \$0.75
Stevens Point Municipal Airport	Large General Aviation	Yes	Airport	75,001 - 100,000	\$0.06 - \$0.10
Dane County Regional Airport	Commercial Service	Yes	FBO	More than 1,500,000	\$0.06 - \$0.10
La Crosse Regional Airport	Commercial Service	Yes	FBO	800,001 - 1,250,000	\$0.06 - \$0.10
Appleton International Airport	Commercial Service	Yes	FBO	400,001 - 800,000	\$0.01 - \$0.05
Central Wisconsin Airport	Commercial Service	Yes	FBO	800,001 - 1,250,000	\$0.01 - \$0.05
Green Bay Austin Straubel International Airport	Commercial Service	Yes	FBO	More than 1,500,000	\$0.01 - \$0.05
Rhineland/Oneda County Airport	Commercial Service	Yes	FBO	100,001 - 200,000	\$0.01 - \$0.05
Kenosha Regional Airport	Large General Aviation	Yes	FBO	800,001 - 1,250,000	\$0.16 - \$0.20
Fond du Lac County Airport	Large General Aviation	Yes	FBO	200,001 - 400,000	\$0.11 - \$0.15
Sheboygan County Memorial Airport	Large General Aviation	Yes	FBO	400,001 - 800,000	\$0.11 - \$0.15
Rice Lake Regional Airport	Large General Aviation	Yes	FBO	100,001 - 200,000	\$0.06 - \$0.10
Southern Wisconsin Regional Airport	Large General Aviation	Yes	FBO	More than 1,500,000	\$0.06 - \$0.10
Waukesha County Airport	Large General Aviation	Yes	FBO	800,001 - 1,250,000	\$0.06 - \$0.10
Wittman Regional Airport	Large General Aviation	Yes	FBO	400,001 - 800,000	\$0.06 - \$0.10
East Troy Municipal Airport	Large General Aviation	Yes	FBO	10,001 - 25,000	\$0.01 - \$0.05
New Richmond Regional Airport	Large General Aviation	Yes	FBO	100,001 - 200,000	\$0.01 - \$0.05
Dodge County Airport	Medium General Aviation	Yes	FBO	25,001 - 50,000	\$0.06 - \$0.10
Sawyer County Airport	Medium General Aviation	Yes	FBO	100,001 - 200,000	\$0.06 - \$0.10

Sorted by airport classification and then by revenue per gallon highest to lowest

2017 Landing Fees

Airport Facility Name:	Classification:	Were landing fees charged in 2017?	Who charged the landing fees?	Beechcraft King Air Landing Fee (8,000 lbs.):	Hawker 800 Landing Fee (22,000 lbs.):	Bombardier CRJ-200 Landing Fee (50,000 lbs.):
Alexander Field- South Wood County Airport	Medium General Aviation	No				
Dodge County Airport	Medium General Aviation	No				
East Troy Municipal Airport	Large General Aviation	No				
Fond du Lac County Airport	Large General Aviation	No				
Fort Atkinson Municipal Airport	Medium General Aviation	No				
Kenosha Regional Airport	Large General Aviation	No				
Monroe Municipal Airport	Medium General Aviation	No				
New Richmond Regional Airport	Large General Aviation	No				
Portage Municipal	Medium General Aviation	No				
Rice Lake Regional Airport	Large General Aviation	No				
Sawyer County Airport	Medium General Aviation	No				
Sheboygan County Memorial Airport	Large General Aviation	No				
Stevens Point Municipal Airport	Large General Aviation	No				
Waukesha County Airport	Large General Aviation	No				
Rhineland/Oneida County Airport	Commercial Service	Yes	Airport			\$138.00
Dane County Regional Airport	Commercial Service	Yes	Airport	\$42.00	\$101.00	\$135.00
La Crosse Regional Airport	Commercial Service	Yes	FBO		\$82.00	\$125.00
Central Wisconsin Airport	Commercial Service	Yes	Airport			\$107.00
Green Bay Austin Straubel International Airport	Commercial Service	Yes	Airport;FBO			\$98.00
Appleton International Airport	Commercial Service	Yes	Airport			\$61.00
Batten International Airport	Large General Aviation	Yes	Airport;FBO	\$53.00		\$100.00
Southern Wisconsin Regional Airport	Large General Aviation	Yes	Airport		\$38.50	\$87.50
Wittman Regional Airport	Large General Aviation	Yes	FBO		\$11.00	\$55.00

Sorted by Airport Classification and then by landing fee for a Bombardier.

2017 Non Heated T-hangars

Airport Facility Name:	Classification:	Were non-heated individual/T-hangars available to rent in 2017?	Who was the owner of the non-heated individual/T-hangars?	Daily Rental Rate for a Cessna 172:	Monthly Rental Rate for a Cessna 172:	Annual Rental Rate for a Cessna 172:
Dodge County Airport	Medium General Aviation	No				
Fort Atkinson Municipal Airport	Medium General Aviation	No				
New Richmond Regional Airport	Large General Aviation	No				
Rhineland/Oneida County Airport	Commercial Service	No				
Sawyer County Airport	Medium General Aviation	No				
Sheboygan County Memorial Airport	Large General Aviation	No				
Fond du Lac County Airport	Large General Aviation	Yes	FBO		\$80.00	
Kenosha Regional Airport	Large General Aviation	Yes	Private Owner(s)		\$350.00	\$350.00
La Crosse Regional Airport	Commercial Service	Yes	Airport		\$82.00	
Monroe Municipal Airport**	Medium General Aviation	Yes	Airport;Private Owner(s)		\$85.00	
Portage Municipal	Medium General Aviation	Yes	Airport		\$100.00	
Alexander Field- South Wood County Airport	Medium General Aviation	Yes	Airport		\$110.00	
Central Wisconsin Airport	Commercial Service	Yes	Airport		\$125.00	
East Troy Municipal Airport	Large General Aviation	Yes	Airport		\$125.00	
Stevens Point Municipal Airport	Large General Aviation	Yes	Airport		\$135.00	
Wittman Regional Airport	Large General Aviation	Yes	Airport		\$150.00	
Rice Lake Regional Airport	Large General Aviation	Yes	Airport		\$187.00	\$1,884.00
Waukesha County Airport	Large General Aviation	Yes	Airport		\$199.00	
Southern Wisconsin Regional Airport	Large General Aviation	Yes	Airport	\$10.00	\$238.00	\$2,856.00
Green Bay Austin Straubel International Airport	Commercial Service	Yes	Airport		\$241.00	\$2,886.00
Batten International Airport**	Large General Aviation	Yes	Airport;FBO		\$250.00	
Dane County Regional Airport**	Commercial Service	Yes	Airport;FBO		\$250.00	
Appleton International Airport	Commercial Service	Yes	Airport			\$2,327.00

** Multiple owners of the T-hangars
Sorted by monthly rate only

2017 Corporate Land Lease Rates

Airport Facility Name:	Classification	Was airport property leased for corporate hangars in 2017?	How many corporate hangars were located on the airport in 2017?	Are additional corporate hangar lots available for immediate development on the airport?	What was the average annual lease rate for a corporate hangar in 2017 with the following characteristics: 4,900 ft ² Lot (70'x70') 2,500 ft ² Hangar (50'x50') 50 Front Feet	Calculated Per Square Foot Lease Rate for a 70'x70' Lot
Alexander Field- South Wood County Airport	Medium General Aviation	No				
Portage Municipal	Medium General Aviation	No				
East Troy Municipal Airport	Large General Aviation	Yes	1	No	\$12,000.00	\$2.45
La Crosse Regional Airport	Commercial Service	Yes	2	Yes	\$11,239.00	\$2.29
Wittman Regional Airport	Large General Aviation	Yes	6	Yes	\$9,392.00	\$1.90
Dane County Regional Airport	Commercial Service	Yes	6	Yes	\$4,000.00	\$0.82
Central Wisconsin Airport	Commercial Service	Yes	3	Yes	\$2,200.00	\$0.45
Fond du Lac County Airport	Large General Aviation	Yes	5	Yes	\$2,000.00	\$0.41
Green Bay Austin Straubel International Airport	Commercial Service	Yes	6	Yes	\$1,239.00	\$0.25
Waukesha County Airport	Large General Aviation	Yes	4	Yes	\$1,225.00	\$0.25
Appleton International Airport	Commercial Service	Yes	2	Yes	\$1,180.00	\$0.24
Kenosha Regional Airport	Large General Aviation	Yes	7	Yes	\$980.00	\$0.20
Sheboygan County Memorial Airport	Large General Aviation	Yes	10	Yes	\$965.00	\$0.20
Batten International Airport	Large General Aviation	Yes	13	Yes	\$906.00	\$0.18
Stevens Point Municipal Airport	Large General Aviation	Yes	2	Yes	\$900.00	\$0.18
Dodge County Airport	Medium General Aviation	Yes	7	Yes	\$735.00	\$0.15
Fort Atkinson Municipal Airport	Medium General Aviation	Yes	2	Yes	\$600.00	\$0.12
Southern Wisconsin Regional Airport	Large General Aviation	Yes	5	Yes	\$559.00	\$0.11
Rice Lake Regional Airport	Large General Aviation	Yes	5	Yes	\$500.00	\$0.10
Monroe Municipal Airport	Medium General Aviation	Yes	2	Yes	\$500.00	\$0.10
New Richmond Regional Airport	Large General Aviation	Yes	7	Yes	\$490.00	\$0.10
Rhinelanders/Oneida County Airport	Commercial Service	Yes	1	Yes	\$480.00	\$0.10
Sawyer County Airport	Medium General Aviation	Yes	1	No	\$445.00	\$0.09

Sorted by Price Only - Highest to lowest

2017 Private Land Lease Rates

Airport Facility Name:	Classification	Was airport property leased for private hangars in 2017?	How many private hangars were located on the airport in 2017?	Are additional private hangar lots available for immediate development on the airport?	What was the average annual lease rate for a private hangar in 2017 with the following characteristics: 4,900 ft ² Lot (70'x70') 2,500 ft ² Hangar (50'x50') 50 Front Feet	Calculated Per Square Foot Lease Rate for a 70'x70' Lot
Central Wisconsin Airport	Commercial Service	No				
La Crosse Regional Airport	Commercial Service	No				
Wittman Regional Airport	Large General Aviation	Yes	23	Yes		
Dane County Regional Airport	Commercial Service	Yes	9	Yes	\$4,000.00	\$0.82
Green Bay Austin Straubel International Airport	Commercial Service	Yes	37	Yes	\$1,239.00	\$0.25
Kenosha Regional Airport	Large General Aviation	Yes	32	Yes	\$980.00	\$0.20
Waukesha County Airport	Large General Aviation	Yes	47	Yes	\$931.00	\$0.19
Batten International Airport	Large General Aviation	Yes	8	Yes	\$906.00	\$0.18
Portage Municipal	Medium General Aviation	Yes	1	Yes	\$800.00	\$0.16
Appleton International Airport	Commercial Service	Yes	22	Yes	\$650.00	\$0.13
Stevens Point Municipal Airport	Large General Aviation	Yes	20	Yes	\$625.00	\$0.13
Sheboygan County Memorial Airport	Large General Aviation	Yes	38	Yes	\$612.00	\$0.12
Southern Wisconsin Regional Airport	Large General Aviation	Yes	5	Yes	\$559.00	\$0.11
Rice Lake Regional Airport	Large General Aviation	Yes	9	Yes	\$500.00	\$0.10
New Richmond Regional Airport	Large General Aviation	Yes	92	Yes	\$490.00	\$0.10
Dodge County Airport	Medium General Aviation	Yes	33	Yes	\$490.00	\$0.10
East Troy Municipal Airport	Large General Aviation	Yes		No	\$425.00	\$0.09
Fort Atkinson Municipal Airport	Medium General Aviation	Yes	22	Yes	\$400.00	\$0.08
Monroe Municipal Airport	Medium General Aviation	Yes	22	Yes	\$360.00	\$0.07
Fond du Lac County Airport	Large General Aviation	Yes	35	Yes	\$350.00	\$0.07
Rhinelanders/Oneida County Airport	Commercial Service	Yes	18	Yes	\$270.00	\$0.06
Sawyer County Airport	Medium General Aviation	Yes	26	No	\$222.00	\$0.05
Alexander Field- South Wood County Airport	Medium General Aviation	Yes	21	Yes	\$100.00	\$0.02

Sorted by Rate only highest to lowest

2017 Commercial Lease Rate						
Airport Facility Name:	Classification:	Was airport property leased for commercial aeronautical use in 2017?	How many commercial hangars were located on the airport in 2017?	Are additional aeronautical use hangar lots available for immediate development on the airport?	What was the average annual lease rate for a commercial aeronautical use hangar in 2017 with the following characteristics: 4,900 ft ² Lot (70'x70') 2,500 ft ² Hangar (50'x50') 50 Front Feet	Calculated Per Square Foot Lease Rate for a 70'x70' Lot
Batten International Airport	Large General Aviation	No				
East Troy Municipal Airport	Large General Aviation	No				
Green Bay Austin Straubel International Airport	Commercial Service	No				
Kenosha Regional Airport	Large General Aviation	No				
Rhineland/Oneida County Airport	Commercial Service	No				
Sawyer County Airport	Medium General Aviation	No				
Wittman Regional Airport	Large General Aviation	Yes	7	Yes		
La Crosse Regional Airport	Commercial Service	Yes	6	Yes	\$11,239.00	\$2.28
Dane County Regional Airport	Commercial Service	Yes	26	No	\$4,000.00	\$0.52
Central Wisconsin Airport	Commercial Service	Yes	2	Yes	\$2,200.00	\$0.45
Appleton International Airport	Commercial Service	Yes	4	Yes	\$1,180.00	\$0.74
Stevens Point Municipal Airport	Large General Aviation	Yes	1	Yes	\$2,500.00	\$0.51
Fond du Lac County Airport	Large General Aviation	Yes	1	Yes	\$2,000.00	\$0.41
Waukesha County Airport	Large General Aviation	Yes	10	Yes	\$1,617.00	\$0.33
Sheboygan County Memorial Airport	Large General Aviation	Yes	2	No	\$735.00	\$0.15
Southern Wisconsin Regional Airport	Large General Aviation	Yes	10	Yes	\$731.00	\$0.15
Rice Lake Regional Airport	Large General Aviation	Yes	4	Yes	\$500.00	\$0.10
New Richmond Regional Airport	Large General Aviation	Yes	3	Yes	\$490.00	\$0.10
Portage Municipal	Medium General Aviation	Yes	1	Yes	\$1,000.00	\$0.20
Dodge County Airport	Medium General Aviation	Yes	1	No	\$735.00	\$0.15
Fort Atkinson Municipal Airport	Medium General Aviation	Yes	2	Yes	\$400.00	\$0.08
Monroe Municipal Airport	Medium General Aviation	Yes	3	Yes	\$360.00	\$0.07
Alexander Field- South Wood County Airport	Medium General Aviation	Yes	3	Yes	\$100.00	\$0.02

Sorted first by Classification then by cost high to low

2017 Agricultural Land						
Airport Facility Name:	Classification:	Was airport property leased for agricultural use in 2017?	How many acres were leased for agricultural use in 2017?	What was the average annual lease rate per acre?	Are the agricultural leases competitively bid?	How often are the leases competitively bid?
Batten International Airport	Large General Aviation	No				
East Troy Municipal Airport	Large General Aviation	No				
La Crosse Regional Airport	Commercial Service	No				
Portage Municipal	Medium General Aviation	No				
Rhineland/Oneida County Airport	Commercial Service	No				
Sawyer County Airport	Medium General Aviation	No				
Stevens Point Municipal Airport	Large General Aviation	No				
Waukesha County Airport	Large General Aviation	No				
Appleton International Airport	Commercial Service	Yes	201 - 300	\$50.01 - \$75.00	No	
Central Wisconsin Airport	Commercial Service	Yes	501 - 1,000	\$75.01 - \$100.00	No	
Dane County Regional Airport	Commercial Service	Yes	201 - 300	\$100.01 - \$150.00	Yes	5 Years
Green Bay Austin Straubel International Airport	Commercial Service	Yes	More than 1,000	\$50.01 - \$75.00	No	
Fond du Lac County Airport	Large General Aviation	Yes	201 - 300	\$100.01 - \$150.00	Yes	3 Years
Kenosha Regional Airport	Large General Aviation	Yes	151 - 200	\$75.01 - \$100.00	No	
New Richmond Regional Airport	Large General Aviation	Yes	101 - 150	\$100.01 - \$150.00	No	
Rice Lake Regional Airport	Large General Aviation	Yes	301 - 500	\$50.01 - \$75.00	Yes	3 Years
Sheboygan County Memorial Airport	Large General Aviation	Yes	301 - 500	\$50.01 - \$75.00	No	
Southern Wisconsin Regional Airport	Large General Aviation	Yes	301 - 500	\$50.01 - \$75.00	Yes	3 Years
Wittman Regional Airport	Large General Aviation	Yes	51 - 100	\$75.01 - \$100.00	No	
Alexander Field- South Wood County Airport	Medium General Aviation	Yes	101 - 150	\$15.01 - \$25.00	No	
Dodge County Airport	Medium General Aviation	Yes	201 - 300	\$150.01 - \$200.00	Yes	4 Years
Fort Atkinson Municipal Airport	Medium General Aviation	Yes	26 - 50	\$150.01 - \$200.00	Yes	3 Years
Monroe Municipal Airport	Medium General Aviation	Yes	51 - 100	\$150.01 - \$200.00	Yes	5 Years

Sorted by classification


2017 Self Sustainability

Airport Facility Name:	Classification:	Was the airport financially self-sustaining in 2017?	How much of the local tax levy was used to subsidize airport revenues in 2017?
Appleton International Airport	Commercial Service	Yes	
Batten International Airport	Large General Aviation	Yes	
Central Wisconsin Airport	Commercial Service	Yes	
Dane County Regional Airport	Commercial Service	Yes	
Fort Atkinson Municipal Airport	Medium General Aviation	Yes	
Green Bay Austin Straubel International Airport	Commercial Service	Yes	
La Crosse Regional Airport	Commercial Service	Yes	
New Richmond Regional Airport	Large General Aviation	Yes	
Rhineland/Oneida County Airport	Commercial Service	No	\$250,000.01 - \$500,000.00
Stevens Point Municipal Airport	Large General Aviation	No	\$100,000.01 - \$150,000.00
Rice Lake Regional Airport	Large General Aviation	No	\$150,000.01 - \$250,000.00
Fond du Lac County Airport	Large General Aviation	No	\$25,000.01 - \$50,000.00
Kenosha Regional Airport	Large General Aviation	No	\$25,000.01 - \$50,000.00
Sheboygan County Memorial Airport	Large General Aviation	No	\$250,000.01 - \$500,000.00
East Troy Municipal Airport	Large General Aviation	No	\$5,000.01 - \$10,000.00
Waukesha County Airport	Large General Aviation	No	\$75,000.01 - \$100,000.00
Southern Wisconsin Regional Airport	Large General Aviation	No	More than \$500,000
Wittman Regional Airport	Large General Aviation	No	More than \$500,000
Portage Municipal	Medium General Aviation	No	\$0.01 - \$2,000.00
Alexander Field - South Wood County Airport	Medium General Aviation	No	\$100,000.01 - \$150,000.00
Dodge County Airport	Medium General Aviation	No	\$150,000.01 - \$250,000.00
Monroe Municipal Airport	Medium General Aviation	No	\$25,000.01 - \$50,000.00
Sawyer County Airport	Medium General Aviation	No	\$50,000.01 - \$75,000.00

Sorted first by classification and then by tax levy highest to lowest

2018 MARKETING

- Midwest Flyer Magazine \$314.25
- Foremost Media \$550.00
- TOTAL \$864.25



Welcome to the Southern Wisconsin Regional Airport

Navigation & Support

Fees & Fuel Sales

Hangars

CLASSIFIEDS

SINGLE LISTING: \$ 75 per word. Minimum order is \$20 per insertion.
 ORDER ONLINE: www.MidwestFlyer.com
 MAIL LISTING TO: Midwest Flyer Magazine, P.O. Box 190, Oregon, WI 53575-0190
 Please include payment with order. NOTE: We can invoice municipalities.
 ALL LISTINGS ARE ALSO POSTED AT: www.midwestflyer.com

HANGARS FOR RENT of Southern Wisconsin Regional Airport (JVL), Janesville, WI. We have a hangar ready for you with reason. Check out our website www.jvairport.com for airport amenities and call 609-757-6760 for current availability. Better yet, fly in and while you're here, enjoy our newest restaurant "Bessie's Diner," or 18 Holes of golf at the Glen Echo Golf Club.

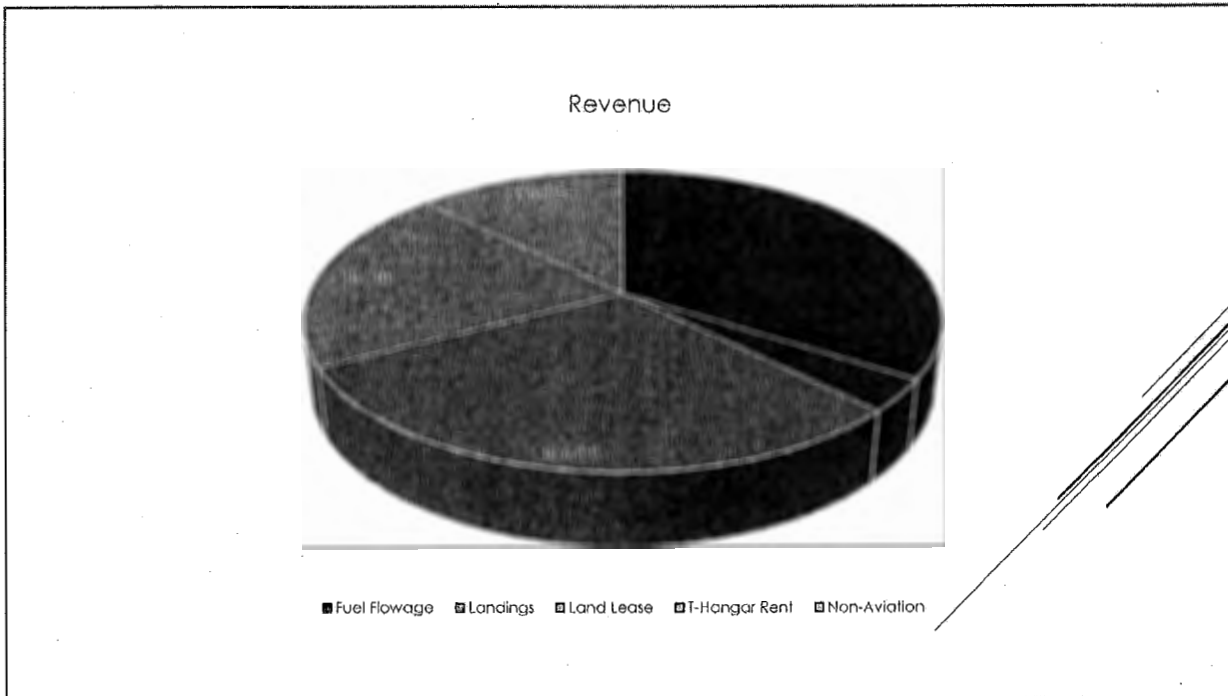
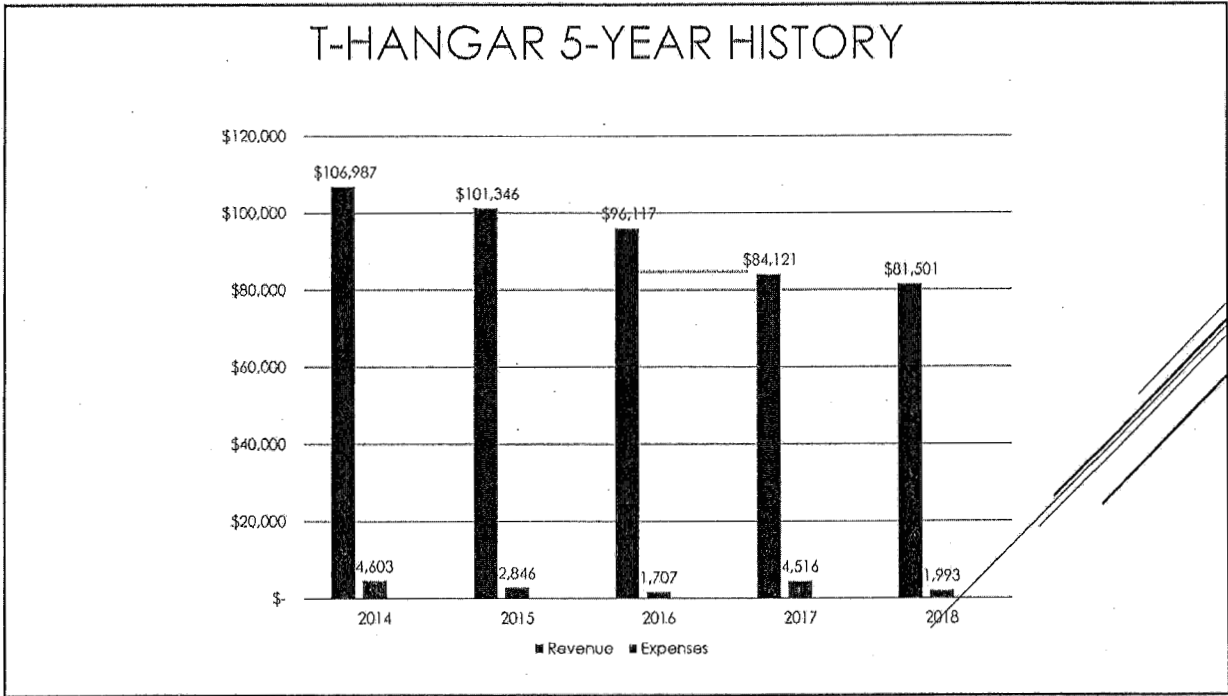
APPLETON CONDO HANGARS FOR SALE - Appleton International Airport (KATW), Appleton, Wisconsin. Two (2) condo hangars, heat, Schwabe bifold doors, water and lavated floor. One is a "big" hangar with a 44-foot door and is one of 14 hangars in a building a "light room" and bath. The other is in a building of four "box" hangars, each measuring 48 x 50 feet with a 48-foot door and bath and is the last one on the lot. "T" hangar is \$45,000 and the "box" hangars are \$105,000. Call Tom at 609-428-5355.

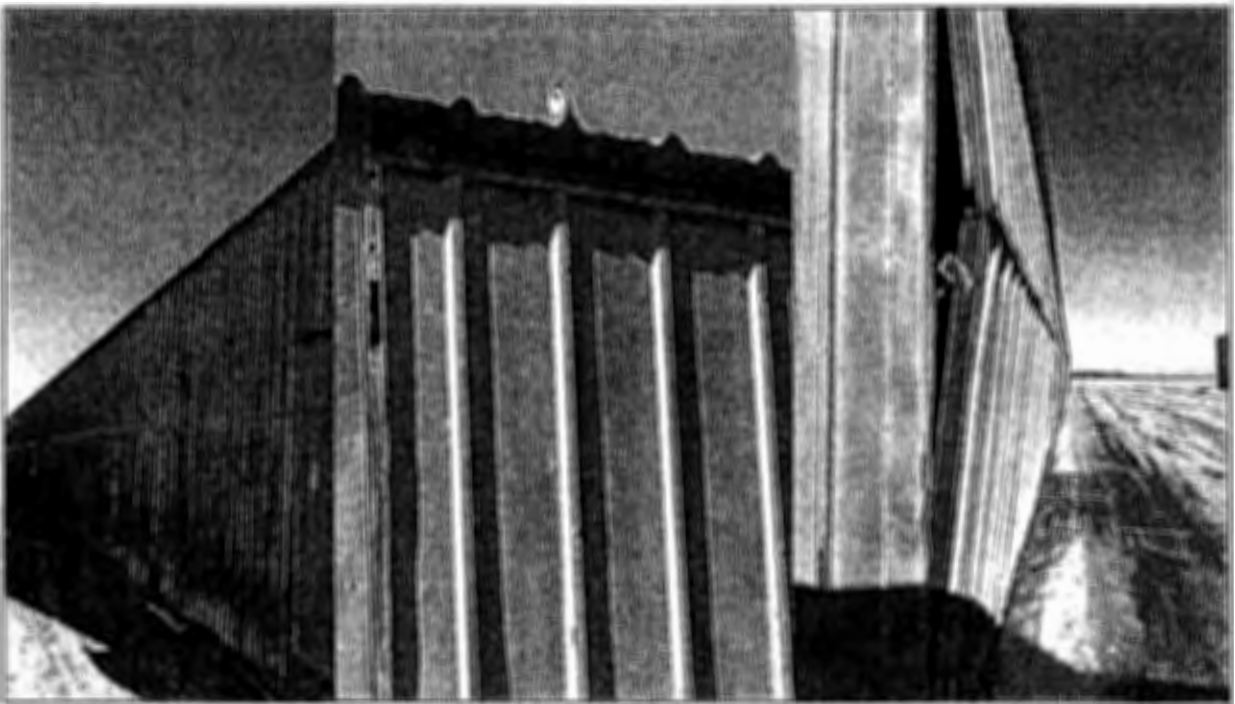
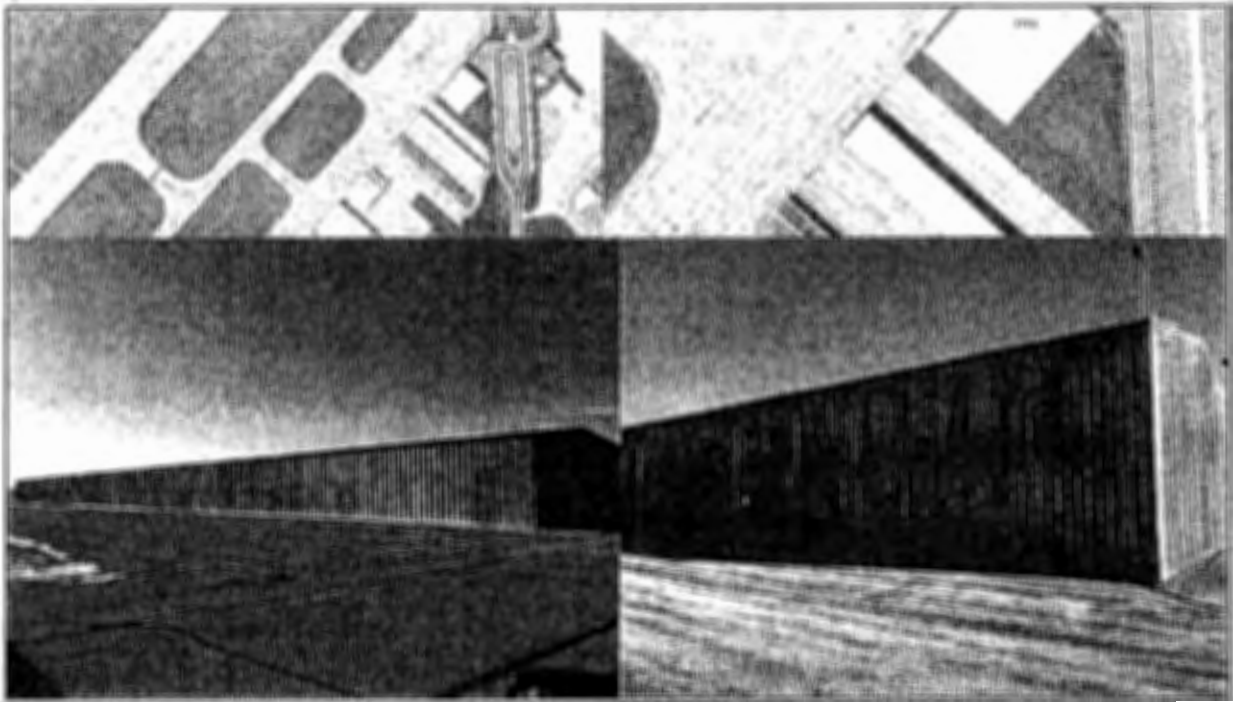
HANGAR FOR SALE - Janesville, Wisconsin - Dodge County Airport (JUN) - \$200,000. Door 20' X 11.5H. \$65,000. Contact Mary 920-888-2402 or Mary.Casper@WisconsinAviation.com. More details and photos available at WisconsinAviation.com.

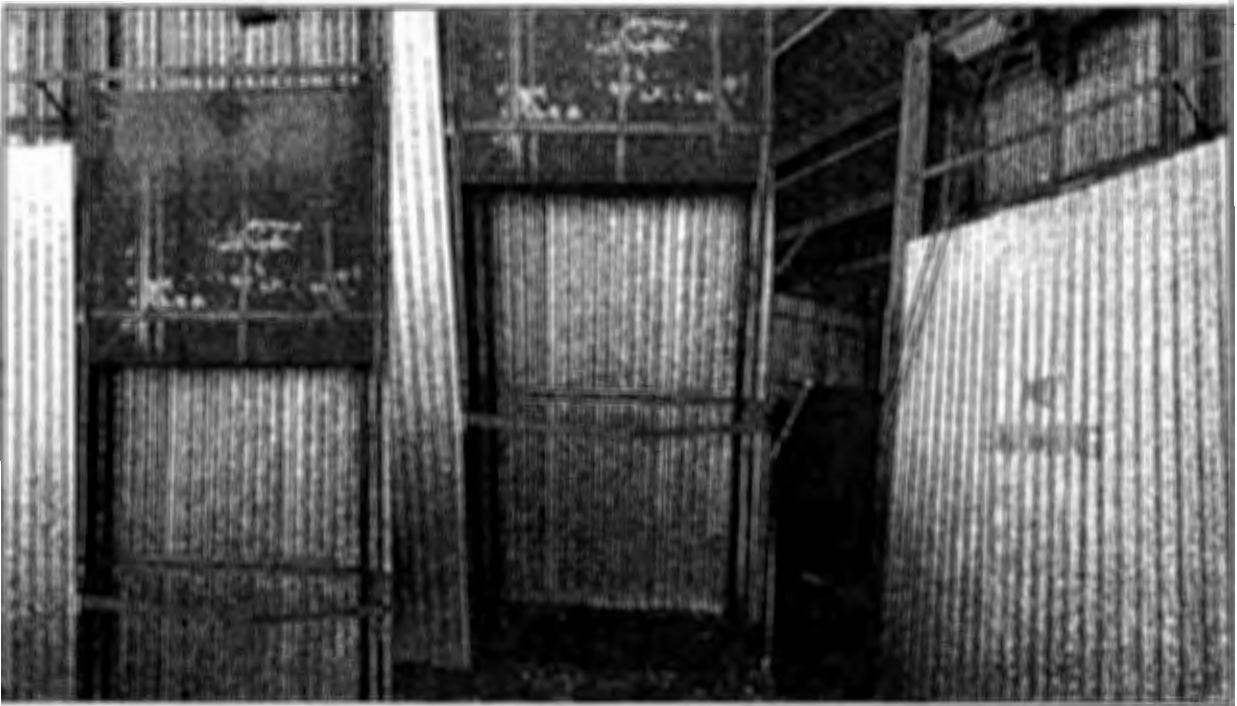
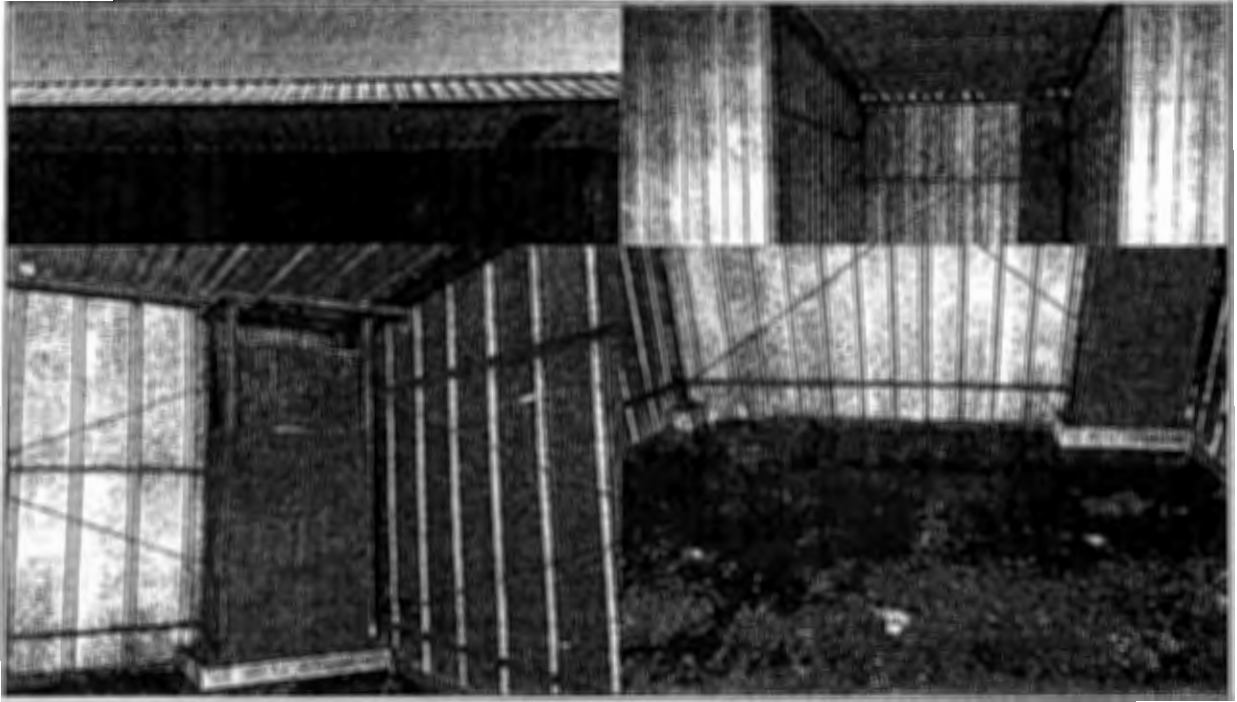
AVIATION INSURANCE RESOURCES - Best Rates. Broadest Coverage. All Markets. Access the entire market with just one call 1-877-247-7707. Or online at www.AIA-PRO3.com.

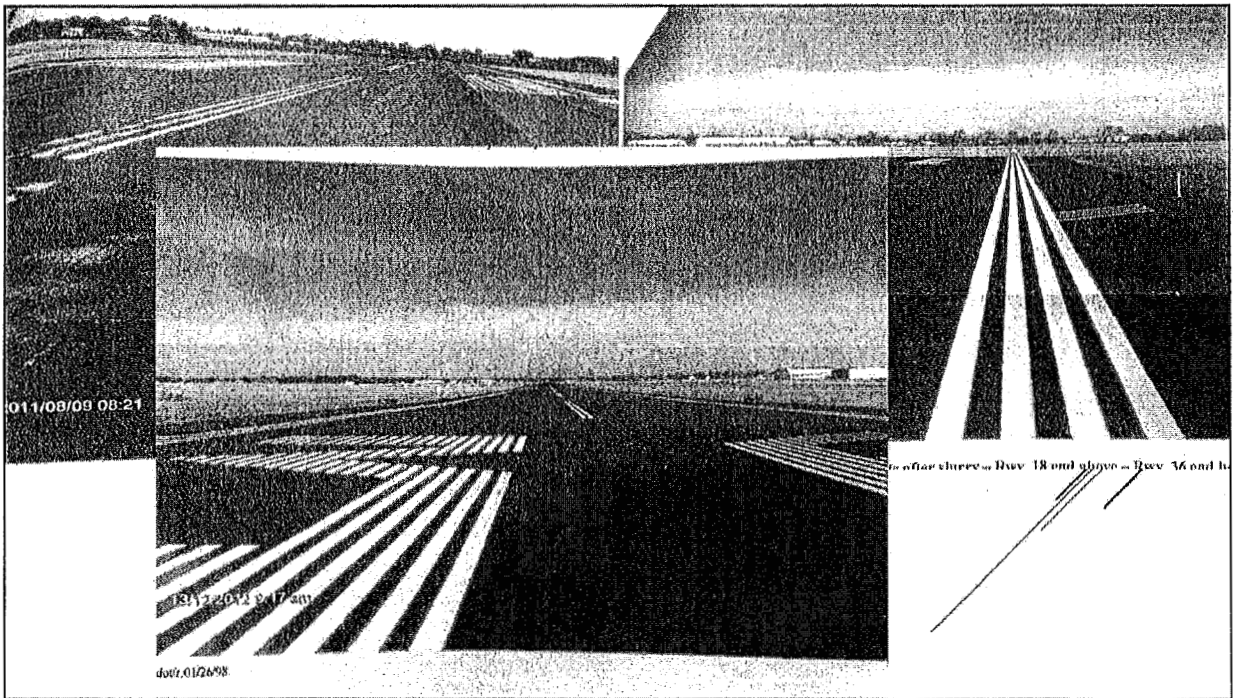
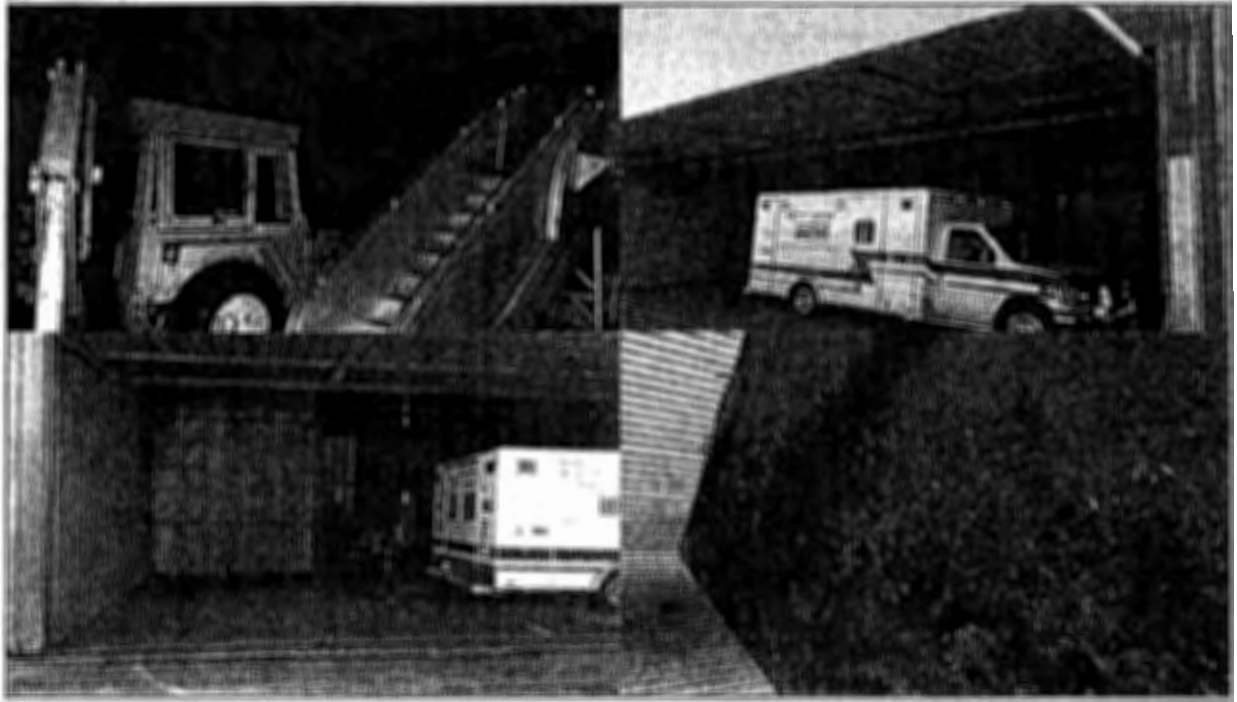
WANTED - Aircraft paint shop or other aviation business seeking a location in east central MI. Here's a beautiful hangar, public-use ramp/runway, Cell Brian at Eagle Air at 320-384-6667.

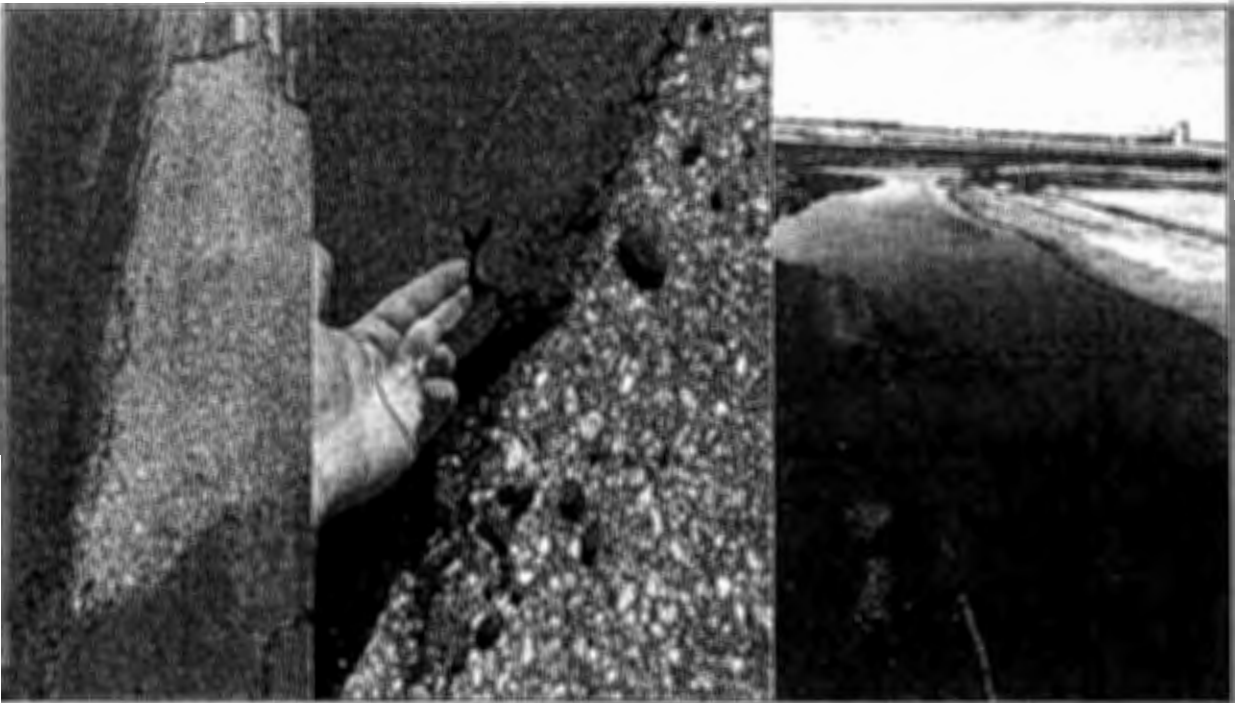
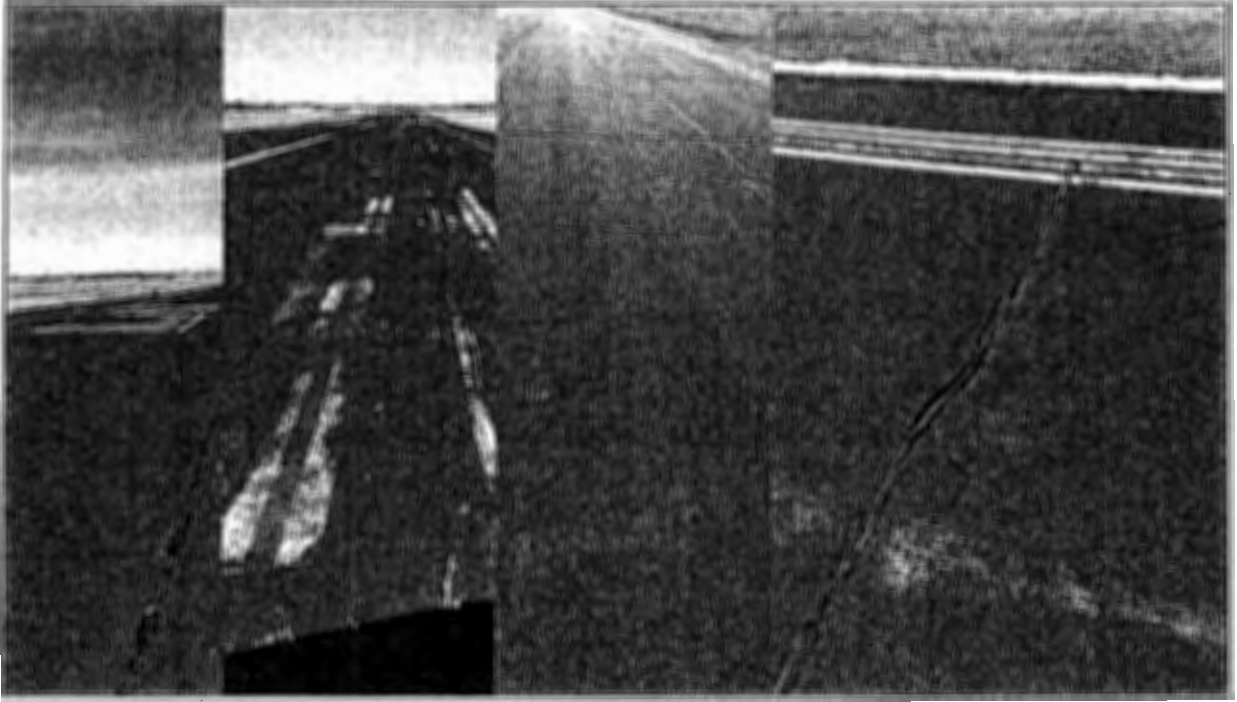
INSURANCE - 87 years' first management serving aircraft operators and owners. Superior, empathetic service. MG-Continental Airc Hayti MO. achinsurance@midwest.com, 1-800-325-0935.











WISCONSIN AVIATION ACTIVITY - 2018						
AIRPORT OPERATIONS AT TOWERED AIRPORTS						
Location/Commercial Airports	CY2014	CY2015	CY2016	CY2017	CY 2018	% Change (17-18)
Millwaukee - General Mitchell International	113,286	111,509	113,715	112,345	111,712	-1%
Madison - Dane County Regional	78,956	78,206	81,419	83,529	87,578	5%
Eau Claire - Chippewa Valley Regional	21,454	22,347	22,509	20,149	21,836	8%
Green Bay - Austin Straubel International	41,853	46,720	49,479	45,358	47,752	5%
Appleton - Appleton International Airpor	32,980	33,679	34,302	32,234	34,458	7%
La Crosse - La Crosse Municipal	19,562	22,942	19,323	18,416	19,608	6%
Mosinee - Central Wisconsin	13,266	12,640	12,375	12,424	12,624	2%
<i>Subtotal</i>	<i>321,357</i>	<i>328,043</i>	<i>333,122</i>	<i>324,455</i>	<i>335,568</i>	<i>3%</i>
Location/General Aviation Towered Airports	CY2014	CY2015	CY2016	CY2017	CY 2018	% Change (17-18)
Oshkosh - Wittman Regional	64,146	64,717	66,950	62,952	74,558	18%
Waukesha - Crites Field	41,711	34,237	38,178	33,543	44,044	31%
Kenosha - Kenosha Regional	48,734	53,139	46,868	48,722	59,128	21%
Janesville - Southern Wisconsin Regional	34,894	32,070	31,222	32,606	37,674	↑ 16%
Millwaukee - Lawrence Timmerman	31,467	26,751	24,875	27,730	26,030	-6%
*Sparta - Ft. McCoy - Sparta	12,476	17,170	19,978	10,669	10,108	-5%
<i>Subtotal</i>	<i>233,428</i>	<i>228,084</i>	<i>228,071</i>	<i>216,222</i>	<i>251,542</i>	<i>16%</i>
Total	554,785	556,127	561,193	540,677	587,110	9%

*Sparta-Ft. McCoy is a joint use military/general aviation airport; Source: FAA Air Traffic Activity System - Airport Operations 2/3/19

COMMITTEE REVIEW REPORT
FOR THE MONTH OF MARCH 2019

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
43-4453-4110-62210	TELEPHONE		03/21/2019	AT AND T	403.40
		P1900962	03/14/2019	CHARTER COMMUNICATIONS	1,070.62
43-4453-4110-63100	OFC SUPP & EXP	P1900595	03/14/2019	US BANK	19.86
43-4453-4110-63205	MEMBERSHIP DUES	P1900595	03/14/2019	US BANK	350.00
43-4453-4110-64200	TRAINING EXP	P1900595	03/14/2019	US BANK	743.00
		P1901153	03/21/2019	NORTHEAST CHAPTER OF THE AMERI	550.00
43-4453-4110-64918	MARKETING	P1901139	03/14/2019	FOREMOST MEDIA INC	477.00
Airport Administration PROG TOTAL					3,613.88
43-4453-4453-62160	CLEANING CONTRAC	P1900634	03/07/2019	ALSCO INC	110.72
		P1900637	03/14/2019	DIVERSIFIED BUILDING MAINTENAN	628.22
		P1900653	03/21/2019	JAYS BIG ROLLS INC	158.00
43-4453-4453-62164	DISPOSAL SERV	P1900635	03/21/2019	ADVANCED DISPOSAL SERVICES	64.74
		P1900636	03/14/2019	ACE PORTABLES INC	142.00
43-4453-4453-62201	ELECTRIC		03/07/2019	ALLIANT ENERGY/WP&L	4,041.76
43-4453-4453-62203	NATURAL GAS		03/21/2019	ALLIANT ENERGY/WP&L	1,902.06
43-4453-4453-62400	R & M SERV	P1900657	03/21/2019	NAPA AUTO PARTS	12.88
		P1900659	03/14/2019	POWER BUROW PRODUCTS	284.22
		P1900968	03/07/2019	GREEN EARTH DEICER COMPANY INC	20,108.00
		P1901008	03/07/2019	MB COMPANIES INC	307.36
		P1901018	03/07/2019	KELLEY WILLIAMSON CO	509.92
43-4453-4453-63501	GAS & FUELS	P1900864	03/14/2019	BROWN OIL CO INC	3,128.40
		P1901138	03/14/2019	FERRELLGAS LP	100.47
43-4453-4453-64900	OTHER SUPPL/EXP	P1900594	03/21/2019	MENARDS	411.44
		P1900633	03/21/2019	BJ ELECTRIC SUPPLY INC	107.06
		P1900642	03/14/2019	HARRIS ACE HARDWARE LLP	109.82
		P1900643	03/14/2019	INTERSTATE BATTERIES OF ROCKFO	211.50
		P1900647	03/28/2019	FASTENAL COMPANY	98.73
		P1900649	03/21/2019	GENESIS LAMP CORPORATION	352.78
		P1900653	03/21/2019	JAYS BIG ROLLS INC	165.25
		P1900655	03/28/2019	GRAINGER	957.47
		P1900657	03/21/2019	NAPA AUTO PARTS	13.29
		P1900968	03/07/2019	GREEN EARTH DEICER COMPANY INC	1,455.50
		P1901173	03/28/2019	FIRST AYD CORPORATION	373.87
		P1901188	03/28/2019	COLLINS SANITARY	285.00
Airport Maintenance PROG TOTAL					36,040.46

COMMITTEE REVIEW REPORT
FOR THE MONTH OF MARCH 2019

<u>Account Number</u>	<u>Account Name</u>	<u>PO#</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Inv/Enc Amt</u>
-----------------------	---------------------	------------	-------------------	--------------------	--------------------

I have reviewed the preceding payments in the total amount of \$39,654.34

Date:

Dept Head *Greg Cullen*

Committee Chair _____

RESOLUTION NO. _____

AGENDA NO. _____

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Southern Wisconsin Regional Airport Board
INITIATED BY



Gregory A. Cullen, C.M. Airport Director
DRAFTED BY

Southern Wisconsin Regional Airport Board
SUBMITTED BY

March 5, 2019
DATE DRAFTED

AWARDING CONTRACT FOR GATE OPENERS AT SOUTHERN WISCONSIN REGIONAL AIRPORT

- 1 **WHEREAS**, Rock County owns an airport known as the Southern Wisconsin Regional
- 2 Airport; and,
- 3
- 4 **WHEREAS**, the Airport Department budgeted to replace four electric gate openers on the
- 5 airport; and,
- 6
- 7 **WHEREAS**, specifications for the gates were prepared and the County Purchasing Division
- 8 solicited bids for the construction.
- 9
- 10 **NOW THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors
- 11 duly assembled this _____ day of _____, 2019, does hereby award a
- 12 contract of \$50,000 for the replacement of four electric gate openers at the Southern
- 13 Wisconsin Regional Airport to Century Fence of Pewaukee, WI.

Respectfully Submitted:

SOUTHERN WISCONSIN REGIONAL AIRPORT BOARD

Brent Fox, Chair

Mary Mawhinney, Vice Chair

Rick Richard

Eric Baker

Larry Barton

Dick Cope

Greg Johnson

Joe Quint

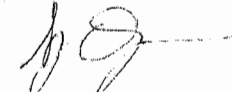
Katie Reese

AWARDING CONTRACT FOR GATE OPENERS AT SOUTHERN WISCONSIN
REGIONAL AIRPORT

Page 2

FISCAL NOTE:

Sufficient funds are available in the Airport funds for the cost of this project. The project is being funded by sales tax revenue.



Sherry Oja
Finance Director

LEGAL NOTE:

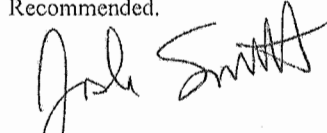
The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats. requires the project to be let to the lowest responsible bidder.



Bridget Laurent
Deputy Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

EXECUTIVE SUMMARY

Awarding Contract for Gate Openers at Southern Wisconsin Regional Airport

The four electric gate openers budgeted for replacement on the Southern Wisconsin Regional Airport were installed in 2001. The openers are starting to fail. Replacement parts are becoming harder to find and more costly.

The Airport has several newer gates that were installed as part of the Airport perimeter road project completed in 2015 that are of a different style. These newer style gates are easier to work on and parts are less expensive. Having consistency with the gates will make keeping stock parts on hand easier as well.

These gates were originally budgeted for replacement in 2017 but the airport was not able to complete the bid process and gate replacement during that budget year. Funds from 2017 were carried over to 2018. During the 2018 bid process all bids came in at more than double the 2017 carried over amount. For 2019, the airport carried over the 2018 funds and budgeted for an additional amount to cover the increase in price.

RESOLUTION NO. _____

AGENDA NO. _____

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Southern Wisconsin Regional Airport Board
INITIATED BY



Gregory A. Cullen, C.M. Airport Director
DRAFTED BY

Southern Wisconsin Regional Airport Board
SUBMITTED BY

April 3, 2019
DATE DRAFTED

ACCEPTING WISCONSIN DEPARTMENT OF TOURISM'S MEETINGS MEAN BUSINESS GRANT FUNDS AND AMENDING THE 2019 SOUTHERN WISCONSIN REGIONAL AIRPORT DEPARTMENT BUDGET

- 1 **WHEREAS**, Rock County owns an airport known as the Southern Wisconsin Regional Airport; and,
 2
 3 **WHEREAS**, the University of Wisconsin was able to attract an event known as SAFECON that will
 4 take place in May 2019. The event is a collegiate aviation contest for aviators nationwide. Classroom
 5 events will take place at the University in Madison and flying events will take place at the Southern
 6 Wisconsin Regional Airport. The event will bring approximately 100 aircraft to the airport and
 7 increase the airport's traffic count by approximately 5,000 operations during the event. The event will
 8 also bring an estimated 600 to 700 people to the area for approximately two weeks and have a
 9 significant economic impact on Rock and Dane counties; and,
 10
 11 **WHEREAS**, the SAFECON event requires multiple aircraft tie downs for each anticipated aircraft
 12 that will be attending the event. Currently the airport has only 36 permanent aircraft tie downs. The
 13 airport has been able to borrow some portable tie downs and can rent some, but will need to purchase
 14 some in order to meet the event's request. The anticipated total cost of the tie downs is \$8,016.25;
 15 and,
 16
 17 **WHEREAS**, the Janesville Area Convention and Visitors Bureau in support of the SAFECON event
 18 and to help the airport make improvements that may attract other events in the future has made
 19 available a one-time \$7,000 grant in order for the airport to purchase portable tie downs.
 20
 21 **NOW THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly
 22 assembled this _____ day of _____, 2019, does hereby authorize the
 23 Southern Wisconsin Regional Airport Department to accept this grant in the amount of \$7,000, and
 24 amend the 2019 Airport Budget as follows:

26	Budget	Increase	Amended
27 <u>Account/Description</u>	<u>1/1/19</u>	<u>(Decrease)</u>	<u>Budget</u>
28 <u>Source of Funds</u>			
29 43-4453-4453-46002			
30 Other Grants	-0-	\$7,000	\$7,000
31 <u>Use of Funds</u>			
32 43-4453-4453-64900			
33 Other Supplies and Expense	\$45,000	\$7,000	\$52,000

Respectfully Submitted:

SOUTHERN WISCONSIN REGIONAL
AIRPORT BOARD

Brent Fox, Chair

Mary Mawhinney, Vice Chair

Rick Richard

Eric Baker

Larry Barton

Dick Cope

Greg Johnson

Joe Quint

Katie Reese

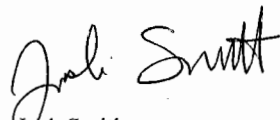
FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of

Mary Mawhinney, Chair Date

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

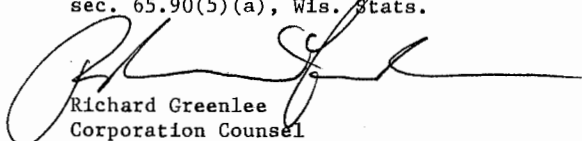
FISCAL NOTE:

This resolution accepts and authorizes the expenditure of \$7,000 in grant funding from the Janesville Area Convention and Visitor's Bureau to help defray costs related to the SAFECON event.


Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to accept grant funds pursuant to sec. 59.52(19), Wis. Stats. As an amendment to the adopted 2019 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.


Richard Greenlee
Corporation Counsel

EXECUTIVE SUMMARY

Accepting Wisconsin Department of Tourism's Meetings Mean Business Grant Funds and Amending the 2019 Southern Wisconsin Regional Airport's Budget.

This Resolution authorizes the Airport Department to accept \$7,000 from the Janesville Convention and Visitor's Bureau on behalf of The Wisconsin Department of Tourism. The grant money is awarded to help venues attract events that will have significant economic impact to Wisconsin destinations. The money may be used for facility costs or host destination expenses.

The Southern Wisconsin Regional Airport will be hosting the National Intercollegiate Flying Association's Safety and Flight Evaluation Competition (SAFECON) May 13-18, 2019. Thirty-one teams with over 100 General Aviation airplanes will be participating in the competition. The event is estimated to have 600-700 people attending utilizing local hotels, restaurants, car rentals, aviation gas sales, etc. Airport staff will use money received to purchase low-profile barricades. This will not only help as aircraft tie-down points for this event, but can serve other purposes as a long-term investment.

Lease No. 3

Between

Southern Wisconsin Regional Airport

County of Rock, Wisconsin

and

Hershey Lane, LLC

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Corporate Lease
Southern Wisconsin Regional Airport
County of Rock, Wisconsin
And
Hershey Lane, LLC

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 Hershey Lane, LLC, 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 desirous of building a 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 May 1, 2019, through and including April 30, 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 Two Thousand Three Hundred Twenty-seven and 13/100 (\$2,327.13) for the use of the leased PREMISES, representing a rental charge of .1170 cents (2019 rates) per square foot for Nineteen Thousand Eight Hundred Ninety (19,890) 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 LESSEE obtaining an occupancy permit. Monthly payments in the amount of One Hundred Ninety-three Dollars and 93/100 (\$193.93) representing Two Thousand Three Hundred Twenty-seven and 13/100 (\$2,327.13) per year (2019 rates) shall be paid on or before the 1st 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.

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.

Article 4 - Improvements

4.1 Definition

Improvements shall include construction, reconstruction, alteration, modification, additions, expansion and replacement of buildings, structures and facilities and shall also include landscaping.

4.2 Plans and Specifications

Plans and specifications for the construction of any improvements shall be submitted to the Airport Director for approval and no work shall commence until written approval therefrom is obtained. Plans and specifications shall be of sufficient detail so as to permit proper review thereof. In the event of disapproval, the Airport Director shall advise LESSEE, in writing, of the reasons therefor. The COUNTY may refuse to approve LESSEE's plans and specifications for the construction of any improvement where it:

- (a) would interfere with air traffic.
- (b) would interfere with public users of the Airport
- (c) would be incompatible with or violate the Airport Master Plan.
- (d) would not comply with applicable Federal, State or COUNTY laws, rules, or regulations.
- (e) would not be compatible with the operations that LESSEE is authorized to conduct under this Lease.
- (f) would not be compatible with or would hinder Airport operation, development or expansion.
- (g) would not provide for the efficient and adequate drainage of surface water.

4.3 Ownership of Improvements

LESSEE shall own and retain title to all improvements placed upon PREMISES.

4.4 Construction Liens

LESSEE, in making improvements upon PREMISES, shall not grant permission for or permit any liens for labor or materials to attach thereto without the prior, written consent of COUNTY, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against PREMISES. In the event any involuntary lien attaches to PREMISES, LESSEE shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow until the lien is discharged. Nothing contained herein shall prohibit LESSEE from financing improvements subject to a security lien thereon. However, LESSEE shall not permit any security lien to attach to the real estate upon which improvements are situated.

4.5 Unauthorized Improvements

Should LESSEE make any improvements without prior COUNTY approval, which are not satisfactory to COUNTY, then, upon written notice to do so, LESSEE shall remove the same or, at the option of COUNTY, cause the same to be changed, modified or reconstructed to the satisfaction of the COUNTY. Should LESSEE fail to comply with such notice within thirty (30) days of receipt thereof, or should LESSEE commence to comply therewith and fail to pursue such work diligently to completion, COUNTY may effect the removal, change, modification or reconstruction thereof, and LESSEE shall pay the cost thereof to COUNTY, upon demand.

4.6 Failure to Proceed With Construction

If construction of the planned hangar development does not commence within twenty-four (24) complete calendar months after commencement of the term of this lease, this lease will terminate upon thirty (30) days written notice by one party to the other, unless construction commences within said thirty (30) day period. Upon termination under this section, the property shall revert to Lessor.

Article 5 - Care, Maintenance and Repair of Premises and Improvements by Lessee

5.1 General Requirements

LESSEE shall be solely responsible for the entire cost and expense of the care, maintenance and repair of PREMISES, including all improvements thereon, whether pre-existing or placed thereon by LESSEE, whether such work be ordinary, extraordinary, structural or otherwise, from any cause, and of any nature, all to be performed in good and workmanlike manner, and in accordance with the provisions of this Lease.

5.2 Specific Requirements

LESSEE shall, at all times:

- (a) Keep PREMISES and improvements and personal property thereon, in a clean, neat and sanitary condition.
- (b) Provide and maintain on PREMISES all obstruction, ramp and parking lights and any safety devices required by Federal, State, or COUNTY laws, rules, or regulations:
- (c) Repair any damage arising from the operations of LESSEE to the paving or other surface of PREMISES or Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.
- (d) Take measures to prevent erosion, including planting and replacing of grasses on portions of PREMISES not paved or built upon, keep such area free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6) inches.
- (e) Maintain and repair all utility lines and equipment placed upon PREMISES.
- (f) Maintain improvements and perform all repair work in accordance with Federal, State, and County laws, rules, and regulations.

5.3 Time Requirements for Repairs

LESSEE shall have thirty (30) days from the date on which the condition arose to repair any minor damage to PREMISES and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to PREMISES. As used herein, minor damage shall be damage to PREMISES or improvements which would cost Five Hundred (\$500) dollars or less to repair, and major damage shall be damage to PREMISES or improvements which would cost in excess of Five Hundred (\$500) Dollars to repair. LESSEE, for good cause, may request from the Airport Director an extension of time to complete major repairs.

5.4 Default by LESSEE

In the event LESSEE fails to care for, maintain or repair PREMISES or improvements within the time provided for, or if no time is provided for, within a period of thirty (30) days following receipt of written notice, to do any such work required by this Lease, or upon commencement thereof, fails to diligently continue to completion any such work, COUNTY may, at its option, and in addition to any remedies otherwise available to it, enter PREMISES, without such entering causing or constituting a cancellation of this Lease or an interference with possession of PREMISES, and care for, maintain or repair all or any part of PREMISES or improvements, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to COUNTY by LESSEE, on demand. Furthermore, should COUNTY undertake any work hereunder, LESSEE waives any claims for damages, consequential or otherwise, against COUNTY as a result thereof, except claims for damages arising from the COUNTY's negligence. The foregoing shall in no way affect or alter the

obligations of LESSEE as set forth in this Lease and shall not impose or be construed to impose upon COUNTY any obligations to care for, maintain or repair PREMISES or improvements.

Article 6 - Access to Premises by County

LESSEE agrees to and shall permit COUNTY, and the State of Wisconsin and United States Government to send their representatives and employees onto PREMISES and into any improvements thereon, for the purpose of an inspection thereof. In non-emergency situations, LESSEE shall be provided with reasonable, advance notice of an inspection if LESSEE is available to receive such notice.

Article 7 - Regulatory Signs

LESSEE, at no charge, shall permit COUNTY to place such regulatory signs on PREMISES as COUNTY shall deem appropriate, at COUNTY cost and expense, but under no conditions shall said sign be attached to any building. LESSEE shall not place or erect any on or about PREMISES without the prior written approval of the Airport Director.

Article 8 - Utilities

8.1 Payment

LESSEE shall pay for all utilities, including electric, gas, telephone, sanitary/sewer and water service. LESSOR may require all utility pipes, wires and conduits to be underground. LESSEE agrees to pay the cost of providing all utilities to the lease line.

8.2 Responsibility

LESSEE shall be responsible for connection/extension of sewer/water services from the lease-line to the point of service. LESSEE shall also be responsible for all charges to the various utility providers for all services provided.

8.3 General Requirements

- (a) LESSEE shall be at all times subject to and shall fully and timely abide by any and all water, sewerage, wastewater, utility and other applicable Federal, State, County, and City statutes, ordinances, codes, regulations, rules, promulgation's, mandates, edicts, orders and other lawful requirements or whatsoever kind or nature, as from time to time amended (hereinafter collectively referred to as Laws).
- (b) In the event LESSEE fails to act in accord with any Laws, LESSEE shall be fully responsible for any and all costs of any City and/or County remedial activities necessary and/or desirable to abate the non-conformity and/or violation and effectuate compliance. This responsibility specifically includes repayment to the

COUNTY of any costs or remedial activities the COUNTY is initially required to pay pursuant to an Agreement between the City and County for LESSEE's failure to act in accord with said Laws.

- (c) LESSOR acknowledges and concurs that the City of Janesville has the right, without the necessity for prior or subsequent notice to any person, to suspend, terminate, block, discontinue, re-route and otherwise interfere with or affect their water and sewerage mains and related appurtenances in order to timely comply with any and all lawful orders and directives or agencies (including the City's) pertaining to said mains, appurtenances and/or water and/or wastewater utilities. In the event the City must take such actions, LESSEE acknowledges that neither the City nor the COUNTY shall be liable to LESSEE for any damages resulting from said action.
- (d) LESSEE acknowledges and concurs that LESSEE shall not be permitted to connect to the City's water and sewerage mains and related appurtenances without first applying for and obtaining all necessary permits and/or approvals required by law.

Article 9 - Use

9.1 Permitted Use

LESSEE is to use the PREMISES primarily for the storage of aircraft and for repairs by the aircraft owner or a person who is regularly employed by LESSEE. LESSEE may park personal motor vehicles and may house items incidental to LESSEE's aircraft in the hangar complex. LESSEE shall not without written consent of the Airport Director and the Fire Department, store inflammables, except as are wholly contained within the engine and fuel compartments of the aircraft and vehicles. It is specifically understood that LESSEE may sublease hangar complex. This provision shall not relieve LESSEE of any of its obligations and duties under this Lease. All sub-leases must incorporate by reference this Lease and be consistent with the terms of this Lease and any sub-lease which, in whole or in part, is inconsistent with this lease shall be null and void with respect to the inconsistent provision thereof.

9.3 Changed Use

Any change in the use of PREMISES must have the prior written approval of the Airport Board or be a material breach of the Lease.

9.4 Prohibited Use

LESSEE is not given the right to use PREMISES in the capacity of any commercial activity and may not act in such capacity subject to the uses permitted in Article 9.1 above. This limitation specifically prohibits LESSEE from providing hangar space for major aircraft repair

services, not accomplished by the aircraft owner or the owner's full-time employee, or aircraft housed in the hangar complex, and from providing any aircraft repair service of any nature on any aircraft not housed in the hangar complex.

Article 10 - Assignment/Sub-Lease

It is agreed this lease can be assigned to a closed corporation, wholly owned by hangar owners. However, LESSEE shall not assign this Lease not sublet PREMISES, or any part hereof, other than as provided for in this Article or in Article 9.1, without the prior, written approval of the Airport Board. Approval shall not be unreasonably withheld. This Section shall not apply to any subsidiary or sister corporation of the LESSEE.

Article 11- Governmental Requirements

LESSEE agrees to Comply with the requirements of every applicable federal, state and county law, rule, and regulation, and with every lawful direction and order given by any public officer pursuant thereto.

Article 12 - Quiet Enjoyment

COUNTY covenants and agrees, so long as LESSEE shall duly and punctually perform and observe all the terms and conditions hereof, that LESSEE shall peaceably and quietly have, hold and enjoy PREMISES, subject to the right of COUNTY to inspect PREMISES, and exercise other rights provided and reserved to it herein.

Article 13 - Natural Disaster

LESSEE's obligations during the term of the Lease shall neither abate nor be suspended by virtue of any damage to PREMISES or improvements resulting from any natural disaster, except that if the Airport's runways or navigational equipment are damaged to such extent that LESSEE cannot fly aircraft in or out of the Airport due to such damage for a continuous period existing for thirty (30) days, the rent shall abate for the entire period LESSEE cannot fly aircraft in or out of the Airport. Rental Abatement, if applicable, shall be computed by multiplying the total yearly rental charge by a number, the numerator of which is equal to the number of whole days that the LESSEE cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

Article 14 - Interruption

COUNTY shall not be liable to LESSEE for any interruption on the use or enjoyment of PREMISES by reason of any damage to PREMISES or improvements, unless such damage is the direct result of an action by a COUNTY employee performing a duty or task for the COUNTY, and, in that event, COUNTY shall be liable only for the costs of repair. The rental charges shall not abate unless a building or structure is damaged by a COUNTY employee, performing a duty or task for the COUNTY, to such extent that it is unusable. In that event, the rental charge shall abate for a period it is unusable, and computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

Article 15 - Indemnity and Hold Harmless

LESSEE shall at all times during the initial term of this Lease, and any extended term of this Lease, indemnify and hold harmless COUNTY, Airport Board and officers, agents, employees and representatives thereof, against any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on PREMISES or as a result of incidents occurring on PREMISES or as a result of any operations, works, acts, negligence, or omission performed on PREMISES or the Airport by LESSEE, his employees, agents or representatives, or resulting from LESSEE's failure to perform or observe any of the terms, covenants and conditions of this Lease to be performed by LESSEE or resulting from any conditions or premises or improvements thereon by reason of any of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorney's fees caused or resulting from the sole acts or omissions of County, Airport Board or any officers, employees, agents or representatives thereof.

Article 16 - Sanitation

LESSEE will provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at its cost and expense. LESSEE shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on PREMISES. The piling of boxes, cartons, drums, cans, parts or other similar items on or about PREMISES, outside of an enclosed building or structure is strictly prohibited.

Article 17 - Benefits

The terms and conditions hereof shall inure to the benefit of the parties and be binding upon their successors.

Article 18 - Non-Waiver of Rights

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

Article 19 - Insurance

LESSEE shall procure and maintain, during the entire term of this agreement, and any extension hereof, a public liability insurance policy, with COUNTY and Airport Board listed as additional insureds in order to protect them. Said policy shall also contain an endorsement providing contractual liability coverage for the protection of the parties hereto under the Indemnity and Hold Harmless provision of this Lease. Said policy must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department thereof. Public liability coverage shall be provided, at all times, with coverage of a minimum of One Million (\$1,000,000) Dollars per person, and occurrence and property damage in the amount of Two Hundred Fifty Thousand (\$250,000) Dollars per occurrence. LESSEE, prior to executing this lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing to Airport Director, for approval. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, COUNTY may declare this Lease null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of this Lease. COUNTY reserves the right to increase the minimum liability insurance requirement set forth herein upon furnishing thirty (30) days advance, written notice to LESSEE whenever LESSOR's minimum standards for the Airport covering LESSEE's operations hereunder shall adopt or increase a minimum insurance requirement, and LESSEE shall comply with said request, upon being given reasonable advance, written notice thereof, or be considered in material default of this Lease.

Article 20 - Non-Discrimination

20.1 Non-Discrimination

LESSEE, for itself, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant, as a covenant running with the land, and agrees that:

- (a) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of PREMISES;
- (b) That in the construction of improvements and the furnishing of services, no person on the grounds of race, color, or national origin shall be excluded from

participation in, denied the benefits of, or otherwise be subjected to discrimination;

- (c) That LESSEE shall use PREMISES in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; and,
- (d) That LESSEE shall comply with all other Federal, State or Local Laws, rules and regulations and lawful orders issued pursuant thereto governing discrimination and Affirmative Action.

20.2 Affirmative Action

The LESSEE assures that it will undertake an affirmative action program as required by 14 CFR part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded in these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered sub-organizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152 Subpart E, to the same effect.

Article 21 - Limitation of Rights and Privileges Granted

No exclusive rights at the Airport are granted to LESSEE by this Lease and no greater rights or privileges with respect to the use of the PREMISES or of the Airport or any part thereof are granted or intended to be granted to LESSEE by this Lease than the rights and privileges expressly and specifically granted hereby.

Article 22 - Safety

LESSEE shall provide all necessary safety equipment and apparatus in and on its buildings and structures as are required by any existing or future Federal, State and Local laws, rules and regulations. LESSEE agrees to observe and obey all applicable existing and future Federal, State and Local safety related laws, rules or regulations with respect to use and operation of PREMISES and to require his agents, employees, contractors, and suppliers to obey the same. COUNTY reserves the right to deny access to the Airport and its facilities to any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any inconsistency therein, the order of priority thereof shall be: Federal, State, and then Local.

Article 23 - Rights of Entry Reserved

COUNTY, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit or for the benefit of other than LESSEE at the Airport, to maintain existing and install future utility, mechanical, electrical and other systems and the right to enter upon PREMISES at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of COUNTY, be necessary or advisable, and use PREMISES for access therefore to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such rights, COUNTY shall not unreasonably interfere with the use and occupancy of PREMISES by LESSEE. It is specifically understood and agreed that the reservation of such right by COUNTY shall not impose or be construed to impose upon COUNTY an obligation to construct, install, repair, replace or alter any utility service lines now or thereafter to be located on PREMISES for the purposes of providing utility services to PREMISES.

Article 24 - Taxes

LESSEE shall promptly pay all taxes due and owing, including those on personal property as may be levied by COUNTY or any other governmental unit.

Article 25 - National Emergency

During time of war, national emergency, riot or natural disaster, COUNTY shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin Governments for military or National Guard use, and, in such event, the provisions of this Lease, insofar as they are inconsistent with the provision of any lease to any such unit of government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the value of the Leasehold.

Article 26 - Subordination

This Lease shall be subordinate to the provisions of any existing or future agreement between the COUNTY and the United States or State of Wisconsin Governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of Federal or State funds for the benefit of the Airport.

Article 27 - Use of Airport

LESSEE shall have the right, in common with other authorized users, to use common areas of the Airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

Article 28 - Snow Removal

LESSEE shall be responsible for removal of snow from sidewalks and up to two feet in front of the hangar door. COUNTY shall be responsible for the removal of snow from the runways, taxiways, ramps and parking lots. COUNTY shall incur no liability to LESSEE by reason of any failure on the part of COUNTY to remove snow from the runways, taxiways, ramps on parking lots, providing COUNTY has made a good faith effort to do so.

Article 29 - Ingress and Egress

LESSEE shall, at all times, have the full and free right of ingress and egress to and from PREMISES and the common areas of the Airport for LESSEE, and its employees, guests and other invitees. Such right shall also extend to persons or parties supplying materials or furnishing services to LESSEE. LESSEE shall not park any vehicle or aircraft on any taxiway or runway, or cause or permit any such act. LESSEE shall obtain the approval of the Airport Director prior to the use of any airport operations area, including runways, taxiways and aprons, as a means of ingress to egress from PREMISES for any vehicle.

Article 30 - Failure to Pay Rent or Observe Lease Terms

Failure on the part of LESSEE to pay any of the rent due and owing under the terms of this Lease or observe any of the other terms of this Lease shall be addressed as provided for under Wisconsin Statutes. In the event of any Lease termination, ownership of improvements will be as stated in Article 4, Section 4.6 and LESSEE shall have One Hundred Twenty (120) days to remove hangar complex and personal property and to restore site to original condition. Prior to termination of this lease as provided for under this Article, LESSEE shall have the right to appear before the Airport Board and the COUNTY BOARD as a part of the termination process.

Article 31 - Insurance of Improvements

To safeguard the interest and property of COUNTY, LESSEE, at its sole expense, shall procure and maintain throughout the term of this Lease, and any extension thereof, insurance protection on all improvements existing at the beginning of the Lease term and all improvements constructed by LESSEE on PREMISES, to the extent of one hundred (100%) percent of the insurable replacement value thereof, through insurance companies licensed to do business in the State of Wisconsin. The insurance policy shall provide thirty (30) days advance, written notice of cancellation or material change therein by registered mail to the Airport Director and have a deductible amount not to exceed Ten Thousand (\$10,000) Dollars, per occurrence. LESSEE shall provide a Certificate of the required insurance, prior to the commencement of this Lease. If LESSEE fails to maintain such insurance, COUNTY at its option, may take out such insurance and charge the cost thereof to LESSEE, or may declare this Lease null and void as of the date there was no valid policy of insurance in effect. Should any improvements on PREMISES, insurable or uninsurable, be damaged to the extent that they are not usable or destroyed (except for damage or destruction caused by LESSEE), LESSEE shall have the election of repairing or

reconstructing the improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Board or not to reconstruct the improvement. LESSEE shall notify COUNTY of his election within sixty (60) days after the occurrence of the casualty or the adjustment of the claim, whichever is later. In the event of damage or destruction to improvements or any fixtures, equipment or other personal property installed by LESSEE on PREMISES pursuant to this Lease. Nothing contained herein shall be deemed to release LESSEE from any of his repair, maintenance or building obligations under this Lease. In the event LESSEE elects to repair, replace or rebuild as aforesaid, during the period thereof, rental fees provided for in this Lease shall be proportionately abated from the date of loss until the same is repaired, restored or rebuilt, provided LESSEE does not use said damaged PREMISES or the location thereof for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by COUNTY in agreement with LESSEE. LESSEE agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond LESSEE's control.

If LESSEE shall not elect to repair, replace, or rebuild the damaged improvements, LESSEE shall, at his own cost and expense, remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1) foot below the grade thereof and restore the surface to a level condition at its original elevation. Upon completion of such debris removal and restoration, this lease shall terminate, and LESSEE's and COUNTY's unaccrued obligations hereunder shall cease. If LESSEE does not elect to repair, replace or rebuild the damage improvements within the before referenced sixty (60) day period of time, LESSEE shall have been deemed to elect not to repair, replace or rebuild the damaged improvements, COUNTY may elect to restore PREMISES to their original condition at the reasonable cost and expense of LESSEE and this Lease shall be deemed terminated. LESSEE, for his own protection, may separately insure any fixtures, equipment and personal property.

Article 32 - Integration

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

Article 33 - Severability

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice COUNTY or LESSEE in their respective rights and obligations contained in the valid remaining covenants, conditions or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

Article 34 - Parking

LESSEE, at all times, shall park all vehicles used in connection with its operations wholly on LESSEE's PREMISES or in the public parking lots at the Airport.

Article 35 - County Reservation of Rights for Protection of Premises

COUNTY reserves the right to further expand, develop or improve the runways and taxiways at the Airport as it sees fit, and the right to take any action it considers necessary for the protection of the aerial approaches to the Airport from obstruction. COUNTY may prevent LESSEE from erecting or permitting the erection of any improvements on PREMISES which, in COUNTY's opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

Article 36 - Contractors

LESSEE shall only employ and use contractors who comply with all applicable existing State and local laws, rules and regulations for the improvement of PREMISES.

Article 37 - Time of the Essence

Time is of the essence in each and every provision of this Lease.

Article 38 - Approvals

COUNTY approvals required hereunder shall not be unreasonably withheld.

Article 39 - Notice

Any notice required to be given in this Lease by either party is to be by registered mail with return receipt or by personal service. Notice to COUNTY shall be sent, delivered to or served upon the Airport Director at: 1716 W. Airport Rd., Suite 100, Janesville, Wisconsin 53546. Notice to LESSEE shall be sent, delivered or served upon LESSEE at:

Brent Fox, Manager
Hershey Lane, LLC
2501 N. Parker Dr.
Janesville, WI 53545

Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party.

Article 40 - Tenant List

Annually, the LESSEE will provide the COUNTY (marked Attention: Airport Director), a list of the names, addresses and telephone numbers for each occupant in the hangar. If this lease is assigned to a subsidiary or sister corporation, as provided for in Article 10, a list of the names, addresses and telephone numbers of corporate officers will be provided at the same time as the above information.

Article 41- Authority

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LESSOR'S Seal

LESSOR
Rock County, Wisconsin

BY: _____
Gregory A. Cullen, C.M.
Airport Director

LESSEE'S Seal

LESSEE

BY: _____
Brent Fox, Manager
Hershey Lane, LLC



Airport Board Meeting – April 15, 2019

An in-formal survey of six questions was created and distributed via email to all current T-Hangar tenants in early March 2019. The following questions with responses were received.

- 1) How satisfied are you with Southern Wisconsin Regional Airport T-Hangar amenities or lack of? I.e., electric, water, heat.

Very Satisfied – 0
Satisfied – 6 - 46%
Neither – 5 – 38%
Dissatisfied – 0
Very Dissatisfied – 2 – 15%

- 2) Would you vacate your current T-Hangar to have electric doors, water, and heat knowing monthly rent would increase \$50-\$100?

Yes, money isn't a concern to have these amenities. 0
Yes, however money is a concern and would have to see final numbers. 5 – 38%
No, more space & amenities would be nice but affordable rent is a primary concern. 3 - 23%
No, my current T-Hangar meets my needs. 5 – 38%

- 3) If developed, how likely are you to vacate a current T-Hangar to purchase a condo-style hangar? This would be your space and responsibility for repairs and upkeep.

Very likely – 0
Likely – 2 – 15%
Neither – 3 – 23%
Unlikely – 3 – 23%
Very unlikely – 5 – 38%

- 4) Do you believe airport officials should invest in current T-Hangars to make cosmetic updates?

Yes – 6 – 46%
No – 4 – 30%
Other – 3 – 24% - comments: re-sheet, paint, structurally sound



- 5) Which item brought you to the Southern Wisconsin Regional Airport or keeps you here?
Check all that apply.

Security – 2 – 15%

Control Tower – 3 – 23%

Rent affordability – 7 – 54%

Friends or family – 2 – 15%

Proximity to home – 10 – 77%

Hangar & pavement conditions – 4 – 31%

Other – 3 – 23% - comments: café, job, ability to have easy access

- 6) Do you feel the appearance of the airport's facilities detract potential customers from renting at the Southern Wisconsin Regional Airport?

Yes – 0

No - 11