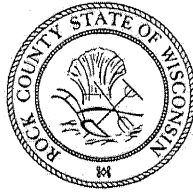


County of Rock  
Public Works Department  
Highways  
Parks  
Airport



3715 Newville Road  
Janesville, WI 53545  
Telephone: 608-757-5450  
Fax: 608-757-5470  
www.co.rock.wi.us

## PLEASE NOTE LOCATION!

### AGENDA

Public Works Committee Meeting  
Tuesday, April 28, 2015 – 9:00 a.m.

Public Works Department Committee Room  
3715 Newville Rd.  
Janesville WI 53545

1. Call to Order
2. Approval of Agenda
3. Approval of minutes of March 24, 2015
4. Citizen Participation, Communications, and Announcements
5. **ACTION ITEMS**
  - a. Discuss/Approve Resolution Amending the 2015 Airport Budget for Restaurant Improvements
  - b. Approve Contract with Mid-West Management to hold a music event on the airport in September
  - c. Discuss/Set Rental Rates for Airport Conference Room
  - d. Approve Voucher over \$10,000 Wisconsin Department of Transportation \$18,569.09
  - e. Airport Accounts Receivables
  - f. Cancel Vouchers, Approve Bills, Encumbrances/Pre-Approved Encumbrances, Amendments and Transfers
6. **INFORMATION ITEMS**
  - a. Terminal Project Update
  - b. Perimeter Road
7. Next Meeting Date
8. Adjournment

# RESOLUTION

## ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee  
INITIATED BY

Public Works Committee  
SUBMITTED BY



Ronald D. Burdick  
Airport Director  
DRAFTED BY

April 13, 2015  
DATE DRAFTED

### Amending the 2015 Airport Budget for Restaurant Improvements

1 **WHEREAS**, Rock County, owns and operates an airport known as the Southern Wisconsin  
2 Regional Airport; and  
3

4 **WHEREAS**, the airport terminal building underwent a major three-year renovation during  
5 which the space designated for a restaurant was gutted, expanded and upgraded in regards  
6 to electrical rough-ins, HVAC, and plumbing, without completing interior wall coverings  
7 (gray box condition); and  
8

9 **WHEREAS**, in February 2015 the airport put out a request for proposal seeking a new  
10 restaurant tenant and received no responses; and  
11

12 **WHEREAS**, it has been determined that by completing the interior walls (white box  
13 condition) it would significantly reduce start-up costs and make the space more enticing to  
14 a potential tenant; and  
15

16 **WHEREAS**, it is estimated to cost approximately \$75,000 to take the current "gray box"  
17 condition of the restaurant space to the "white box" condition which will attract potential  
18 tenants.  
19

20 **NOW THEREFORE BE IT RESOLVED**, that the Rock County Board of Supervisors,  
21 duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2015, does hereby approve and  
22 authorize upgrading the current condition of the airport terminal building restaurant space  
23 to attract potential tenants, and amend the Airport's 2015 budget as follows:  
24

<u>ACCOUNT/DESCRIPTION</u>	<u>BUDGET</u> <u>4/13/15</u>	<u>INCREASE/</u> <u>(DECREASE)</u>	<u>AMENDED</u> <u>BUDGET</u>
<u>Source of Funds</u>			
41-4453-4454-41501 Prior Years Sales Tax Revenue	0	75,000	75,000
<u>Use of Funds:</u>			
41-4453-4454-67200 Capital Improvements	20,000	75,000	95,000

Respectfully submitted,

PUBLIC WORKS COMMITTEE

\_\_\_\_\_  
Betty Jo Bussie, Chair

\_\_\_\_\_  
Brent Fox, Vice Chair

\_\_\_\_\_  
Eva Arnold

\_\_\_\_\_  
Brenton Driscoll

\_\_\_\_\_  
Rick Richard

FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of \_\_\_\_\_

\_\_\_\_\_  
Mary Mawhinney, Chair

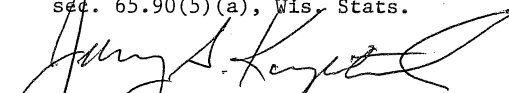
FISCAL NOTE:

This resolution approves using up to \$75,000 in Sales Tax revenue to upgrade the airport terminal building restaurant space.

  
Sherry Oja  
Finance Director

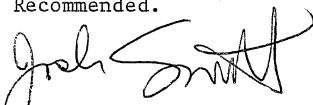
LEGAL NOTE:

The County Board is authorized to take this action pursuant to §§ 59.01 & 59.51, Wis. Stats. As an amendment to the adopted 2015 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.

  
Jeffrey S. Kuglitsch  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

  
Josh Smith  
County Administrator

EXECUTIVE SUMMARY  
FOR  
RESOLUTION  
AMENDING THE 2015 AIRPORT BUDGET  
FOR  
RESTAURANT IMPORVEMENTS

Over the last three years the airport's general aviation terminal building has under-gone major renovations. The State of Wisconsin, Bureau of Aeronautics provided 80% of the funds for the project. Part of the terminal renovation included gutting the old restaurant and adding a small addition to the kitchen/prep area, but leaving the walls, ceiling and floor uncovered leaving the facility in a "gray box" form. Basic improvements, including a new heating and cooling system, upgraded electrical, and plumbing rough-ins were part of the project.

In an attempt to lease the "gray box," request for proposals were solicited in February of this year. Although a handful of potential tenants attended a walk through, no proposals were received. In discussions with the Public Works Committee, the major item working against us is the startup cost.

The resolution before you allows us to take the current space from a "gray box" to a "white box" concept by covering the walls, extending electrical circuits, and installing a suitable business entrance, thus reducing that startup cost.

Respectfully Submitted,

Ronald D. Burdick  
Airport Director

**Southern Wisconsin Regional Airport  
1716 West Airport Road, Suite 100  
Janesville, WI 53546  
Ronald Burdick, Airport Director  
608-757-5768  
jvlairport@co.rock.wi.us**

**Facility Use Contract**

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 Mid-West Management, Inc. (hereinafter "USER") enter into this Facility Use Contract (hereinafter "CONTRACT") for the temporary use of the Facilities, as described below.

This CONTRACT reflects the intention of the USER to hold a music event at the Southern Wisconsin Regional Airport (hereinafter the "AIRPORT") on the date listed below and as mutually agreed upon by Mid-West Management, Inc. and the Airport Director, acting on behalf of the Rock COUNTY Public Works Committee.

1. Subject to the terms herein, COUNTY agrees to provide to the USER for the purpose(s) and at the time(s) described below, access to the East side of the AIRPORT, located at 4004 South Oakhill Avenue, Janesville, Wisconsin, (hereinafter "FACILITIES"). Specifically the AIRPORT shall provide access to the real estate bordered on the North by W. Enterprise Dr., on the South by W. Airport Rd., on the West by the runway and on the East by the fence line running parallel with S. US Highway 51.
  - A. Purpose: WJJO music event with expected attendance of 10,000 patrons
  - B. Date: projected rental dates of Monday, September 21<sup>st</sup> through Tuesday, September 29<sup>th</sup>, 2015, the projected event date is Saturday, September 26<sup>th</sup>, 2015
  - C. Times: to be mutually agreed upon.
2. USER agrees to pay AIRPORT a facility use fee of \$1.00 per ticket on all paid tickets.
3. USER agrees to pay to the AIRPORT a deposit of \$2,500 at the time of the execution of this contract. The deposit will be refundable if:
  - A. the facility use fee exceeds the deposit, and
  - B. cleanup of the event has been completed per paragraph 10.
4. USER agrees to abide by and ensure compliance with all COUNTY policies and regulations governing the use of the Facilities. Any policies or regulations relating to use of the Facilities will be given to USER prior to signing contracts.
5. USER will erect fencing prior to the event to prevent patrons of the event from accessing active areas of the AIRPORT. The fencing will be of a type approved by the Airport Director and the FAA and in accordance with the attached map.

6. USER agrees to be responsible for the supervision, management and control of the activity or event which is the subject of this Contract and of all activity/event participants and spectators.
7. USER agrees that failure to abide by or ensure compliance with AIRPORT's use of Facilities policy and/or regulations shall constitute grounds, among other grounds, for immediate cancellation of this contract and any associated event.
8. USER will provide unrestricted access to the COUNTY and its representatives, Sheriff's Office, and local municipalities that are providing services to inspect and ensure compliance with the contract.
9. USER will retain all sponsorship revenues specifically related to event.
10. USER's advertisements and/or communications, whether print, radio, television, or otherwise, promoting USER's events to be held under this CONTRACT shall refer to the rented facilities as "Southern Wisconsin Regional Airport", or other such phrasing as USER, on reasonable advance written notice to Facility, may from time to time designate. No other reference whatsoever to the facilities or grounds is permitted.
11. USER agrees to return the Facilities to the state of the Facilities prior to the use, reasonable wear and tear excepted. If the Facilities are damaged during the term of this use by any act, omission, default or negligence of USER, USER shall restore Facilities to original condition, or pay the AIRPORT a mutually agreed upon, fair and reasonable sum, normal wear and tear is expected.

A. No cost to Rock COUNTY.

B. Any action, activity or conduct undertaken by USER or its agents, employees, guests or persons admitted to the Facility by USER at the instruction of the COUNTY or its agents or employees shall not constitute negligence and USER shall not be liable for the consequences of following such instructions absent willful or malicious conduct.

C. USER agrees that any costs associated with the excessive consumption of alcohol (including but not limited to detoxification), the use of legal or illegal drugs, or any other medical condition caused by any other reason shall be borne solely by the USER.

D. Both parties acknowledge that rental of the Facilities by the USER is intended to attract large numbers of guests on a rain or shine basis, and that the rental fee associated does not contemplate rain or other circumstances, like an act of God that might cause extraordinary damage ("Extraordinary Damages") to the Facility. USER shall not be liable for Extraordinary Damages, except as described below.

E. USER shall be liable for Extraordinary damages only if AIRPORT provides written notice to USER of the existence and detail of any damages or Extraordinary Damages, within thirty (30) days after the use has terminated.

F. After receiving timely written notice of Extraordinary Damages, the USER shall, after meeting with the AIRPORT, within thirty (30) days of receipt:

1. Cure such Extraordinary Damages;
2. Discuss and initiate such remedial actions satisfactory to AIRPORT in its sole discretion as well as cure damage within a reasonable time as determined by both parties or;
3. Pay AIRPORT a mutually agreed upon amount in lieu of curing the Extraordinary Damages.

G. Consideration shall be given to AIRPORT's event scheduling and timing needs as well as USER's financial concerns as the AIRPORT determines the selected course of action to address these items. Further AIRPORT agrees that it will not unreasonably increase expenses to USER in addressing damages.

12. All public safety agencies involved in the event will have their own contracts with USER if required by that agency. Said contracts will be in place 30 days prior to the event and copies will be provided to the AIRPORT. USER will be responsible for all fees charged by other agencies and will make payments directly to said agencies. All Contracts with local, COUNTY, or state law enforcement agencies must be in place and a copy submitted to the Airport director 30 days prior to the event.
13. USER will provide a security and safety plan as required by the Rock County Sheriff's Office and Emergency Management no later than 30 business days prior to the commencement of the event.
14. USER will comply with all laws of the United States and the State of Wisconsin, all municipal ordinances and all lawful orders of the police and fire departments or other municipal authorities and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done anything on said premises during the term of this CONTRACT in violation of any such laws, ordinances, rules or orders.
15. USER agrees that it shall at all times during the term of this CONTRACT, and any extended term of this CONTRACT, indemnify and hold harmless the COUNTY, the Public Works Committee 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 at the Southern Wisconsin Regional Airport or as a result of any operations, works, acts or omission performed at the Southern Wisconsin Regional Airport by USER its employees, agents, or representatives, or resulting from USER's failure to perform or observe any of the terms, covenants and conditions of this CONTRACT to be performed by USER or resulting from any conditions of 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 acts or omissions of the COUNTY, the Public Works Committee or any officers, employees, agents or representatives thereof.

16. USER shall provide a certificate of insurance listing the Southern Wisconsin Regional Airport and the County of Rock as additional insured, and upon request, certified copies of the required insurance policies. USER shall provide general liability and insurance coverage in the minimum amounts of \$2,000,000 (CSL) as being in force during the term of the contract and said certificate of policy shall be in possession of the Facility no less than 30 business days prior to the event. USER's coverage shall include ingress, all day(s) of the event, and egress.

COUNTY agrees that it shall at all times during the term of this CONTRACT, and any extended term of this CONTRACT, indemnify and hold harmless USER and its officers, agents, employees and representatives 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 COUNTY's negligence or gross negligence, or resulting from COUNTY's failure to perform or observe any of the terms, covenants and conditions of this CONTRACT to be performed by COUNTY; 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 acts or omissions of the USER or any of its officers, employees, agents or representatives.

17. All radio and television rights as well as re-jurisdiction of said radio and television productions shall be under the exclusive control of the USER.
18. USER agrees to provide licensing arrangements with all necessary copyright holders such as ASCAP, BMI or SESAC before any actual performance is given.
19. In the event that any provision of this contract is deemed to be invalid, such invalidity shall not affect the enforceability of any other contract term. If any provision is deemed invalid due to scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
20. The person signing this Contract on behalf of COUNTY or USER, hereby represents that he or she has the authority to bind the COUNTY or USER, as applicable, to this Contract.
21. In the event that USER fails to make payment when due, or fails to pay for damage to the Facilities or equipment, USER agrees to pay the costs incurred by COUNTY in collecting such monetary damages, including reasonable attorney fees, unless the recovery of attorney fees is prohibited by law.
22. This offer to contract shall be deemed withdrawn by AIRPORT unless USER shall execute the CONTRACT and return it, with deposit, to the AIRPORT prior to July 1, 2015.
23. The entire CONTRACT of the parties is contained herein and this CONTRACT supersedes any and all oral CONTRACTs and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this CONTRACT shall not be amended in any fashion except in writing, executed by both parties.



24. All terms and conditions of this written CONTRACT shall be binding upon the parties, their heirs and assigns, and cannot be changed by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing signed by the duly authorized agent or agents who executed this CONTRACT.
25. The County of Rock is required to conduct its operation in accordance with the Wisconsin Records law. This agreement and any document arising out of this transaction may be a public record except as provided by law.

Southern Wisconsin Regional Airport

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

Mid-West Management, Inc.

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

## **Rock County Department of Public Works Airport Division – Issue Paper**

**Issue** – Setting rates for the airport terminal conference room

**Discussion** – The airport is currently in the final stages of completing a 4-year 3.2 million dollar terminal renovation project. The renovation included construction of a beautiful meeting space. The meeting space has a large room that can be divided into two different spaces. Each space includes tables and chairs in a variety of configurations, audio visual equipment, a conference telephone if needed, and counter space with sink. The rooms are available for use by the airport, other county departments, airport tenants and the general public. Because the airport is taxpayer funded and receives state and federal funding, there is an obligation to generate revenue whenever possible; renting out these meeting rooms is such an opportunity.

A brief survey of local businesses, other airports, and other county departments indicates that rental rates for meeting spaces have a very large range of rates that are based on a variety of factors. The proposed rates are in keeping with the information obtained during this survey and are competitive within the local market.

**Recommendation** – The committee approve the proposed rates for the airport's conference rooms.

**Proposed Rates for Southern Wisconsin Regional Airport**

**Full Room (Capacity 50)**

Weekday Rate	\$	250.00
Half day weekday rate of	\$	125.00
Weekend whole day rate of	\$	325.00
Half day weekend rate of	\$	162.50

**Voyager Room (Capacity 33)**

Weekday Rate	\$	167.00
Half day weekday rate of	\$	83.00
Weekend whole day rate of	\$	242.00
Half day weekend rate of	\$	158.00

**Endeavor Room (Capacity 17)**

Weekday Rate	\$	83.00
Half day weekday rate of	\$	42.00
Weekend whole day rate of	\$	183.00
Half day weekend rate of	\$	129.00

Other County Departments	No Charge
Airport Tenants	50% of above rates

## Conference Room Rental Information

### Local Comparables

<u>Facility</u>	<u># of People</u>	<u>Full Day Cost</u>	<u>Seating Style</u>
Baymont Inn	25	\$ 100.00	
Holiday Inn Convention Center	50	\$ 225.00	Classroom Style
Pontiac Convention Center	50	\$ 350.00	Classroom Style
Ramada Inn	50	\$ 300.00	Classroom Style
Average Cost		\$ 243.75	

### Airport Comparables

<u>Facility</u>	<u># of People</u>	<u>Full Day Cost</u>	<u>Seating Style</u>
Dane County Regional Airport	40	\$ 300.00	Classroom Style
St. Cloud Regional Airport	16	\$ 60.00	
*LaCrosse Airport		\$ 125.00	Without A/V Equipment
*LaCrosse Airport		\$ 160.00	With A/V Equipment
Central Wisconsin Airport	56	\$ 75.00	Any Style
Waukegan Airport		\$ 200.00	
*Waterloo Regional Airport	25	No Charge	Currently no charge but may begin charging.

Rental included tables, chairs, and A/V equipment (If available).

\* Tenants can use space at no charge

### Other Rock County Comparables

	<u># of People</u>	<u>Cost</u>	<u>Notes</u>
Courthouse		No Charge	Not used by the general Public
Rock Haven		No Charge	Available to Rock Haven Residents Only
Fairgrounds: All buildings same rate	Building	\$ 385.00	For Profit Mon-Thu
	Building	\$ 420.00	For Profit Fri- Sun
	Building	\$ 290.00	Not for Profit Mon-Thu
	Building	\$ 305.00	Not for Profit Fri-Sun
Job Center	50	\$ 75.00	Over 4 hours, includes A/V equipment
	50	\$ 50.00	Under 4 hours, includes A/V equipment





Division of Business Management  
 Bureau of Business Services  
 PO Box 7366  
 Madison, WI 53707-7366

(608) 267-3145

**INVOICE**

**68903**

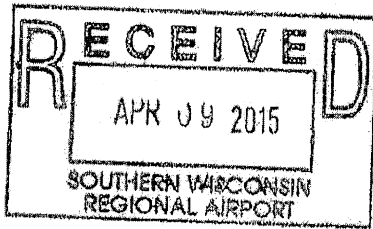
Invoice Date: 3/30/2015

RON BURDICK, MGR.  
 SOUTHERN WI REGIONAL AIRPORT  
 4004 S OAKHILL AVE  
 JANESVILLE, WI 53545

Account #: SOUT7  
 Customer P.O.#:

Description	Qty	Unit Price	Amount
SOUTHERN WI REGIONAL AIRPORT LAND LOAN SA 66 INTEREST DUE	1	\$18,569.090	\$18,569.09

Total:	\$18,569.09
State Sales Tax:	\$0.00
Local Sales Tax:	\$0.00
Stadium Tax:	\$0.00
Invoice Total:	\$18,569.09
Paid:	
Balance Due:	\$18,569.09



(Please refer to the above invoice number for all inquiries) - Retain this part for your records

Invoice Number: 68903      Balance Due: \$18,569.09      AMOUNT PAID: \_\_\_\_\_

Date: 3/30/2015

Make checks payable to:  
 Wisconsin Dept. of Transportation

Mail To:  
 Wisconsin Dept. of Transportation  
 Bureau of Business Services  
 P.O. Box 7366  
 Madison, WI 53707-7366

\*\*\*\* For proper credit, return this part with your remittance \*\*\*\*



Division of Transportation  
Investment Management  
PO Box 7914  
Madison, WI 53707-7914

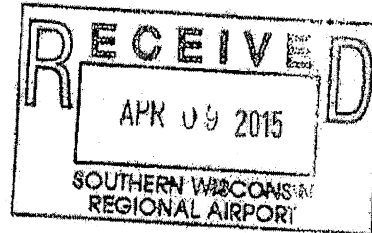
Scott Walker, Governor  
Mark Gottlieb, P.E., Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: 608-266-3351

Facsimile (FAX): 608-267-6748

March 23, 2015

RON BURDICK, AIRPORT MANAGER  
SOUTHERN WISCONSIN REGIONAL AIRPORT  
4004 S OAKHILL AVE  
JANESVILLE, WI 53545



Southern WI Regional Airport  
Land Loan SA 66  
Interest due

Dear Mr. Burdick:

Please send us a check in the amount of \$18,569.09 for the interest due on your land loan project for calendar year 2014. Principal will not be billed at this time due to the Amendment 1 signed changing it to a balloon payment in 2016 instead.

I've attached the land loan spreadsheet showing all the costs through 2014 and the interest due. Please follow the instructions on the attached invoice when sending your check. If you have questions, please contact me at (608)267-7110.

Sincerely,

Tamera Weaver  
Airport Accountant

**ADVANCE LAND ACQUISITION LOAN PROGRAM  
PROJECT SHEET**

Project ID: ==>> 0763-44-66

Loan Agreement Date: ==> 05/14/2010

Parcels: 39, 40, 41

Description: ==>> Southern WI Regional Airport

STA 0-55-0028-66

REV ID: 0108-16-60

Amend 1 to make balloon payment  
for principal repayment  
Amend 2 \$200,000

Loan Amount ==> \$ 1,120,000.00

Expend minus Repayments \$ 356,397.79

Expend To-Date 1,078,397.79

Balance Available \$ 41,602.21

Sponsor 20% Share \$ 280,000.00

Repayment ==>> \$ 960,000.00 02/01/2016

Interest Recap:

Schedule: ==>>>

Paid \$ 41,783.71

==>>>

Due \$ 18,569.09

==>>>

As Of: 12/31/2014

==>>>

Rate 4.0%

Total \$ 960,000.00

Transaction Date	Doc ID	Description	Expenditure	Principal Repayment	Interest Payment
04/07/2011	C94590	Voucher	\$ 19,934.27		
04/07/2011	C94590	Voucher	15,982.50		
08/05/2011	C07689	Voucher	1,325.00		
08/15/2011	C08478	Voucher	379,423.43		
09/14/2011	C11937	Voucher	4,173.26		
10/06/2011	C14383	Voucher	402.00		
11/04/2011	C17777	Voucher	864.23		
12/09/2011	C21279	Voucher	1,049.32		
01/09/2012	C24169	Voucher	200.00		
01/09/2012	C24169	Voucher	20,241.18		
01/11/2012	C24368	Voucher	2,543.88		
01/11/2012	C24369	Voucher	2,745.15		
01/26/2012	C25818	Voucher	114.84		
02/20/2012	D84754	Interest paid			6,919.65
03/19/2013	D89852	Interest paid			17,941.98
04/26/2013	C73247	Voucher	30,076.27		
06/11/2013	E54313	Repayment to AIP-31		384,000.00	
08/26/2013	C15142	Voucher	404,370.48		
11/07/2013	C37510	Voucher	61,800.00		
11/07/2013	C37511	Voucher	117,300.00		
12/31/2013	ADMIN	Administrative Charges	7,634.56		
01/23/2014	C01840	Voucher	1,986.64		
04/29/2014	E57322	Repayment to AIP-32		338,000.00	
05/02/2014	C11310	Voucher	5,960.78		
09/16/2014	D95480	Interest paid			16,922.10
12/05/2014	C33194	Voucher	270.00		