

**COUNTY OF ROCK**  
**Public Works**  
**Department**  
**Airport Division**  
**Telephone: 608-757-5768**



**Southern Wisconsin**  
**Regional Airport**  
**4004 S. Oakhill Avenue**  
**Janesville, WI 53546**  
**Fax : 608-758-3060**

**Please Note Time**  
**&**  
**Location**

**AGENDA**  
**Public Works Committee Meeting**  
**Tuesday, April 22, 2014 at 8:00 a.m.**

**Please Note Time**  
**&**  
**Location**

**Southern Wisconsin Regional Airport**  
**Administration Building**  
**4004 S. Oakhill Ave.**  
**Janesville, WI 53546**

1. Call to Order at 8:00 a.m.
2. Approval of Agenda
3. Approval of Minutes March 25, 2014
4. Citizen Participation, Communications, and Announcements

**AIRPORT BUSINESS**

5. **Action Items**
  - a. Consider/Approve Facility Use Contract with Midwest Family Management
  - b. Vouchers/Bills/Encumbrances/Pre-Approved Encumbrance Amendments/Transfers: NONE
  - c. Airport Accounts Receivables
6. **Information Items**
  - a. Project Updates: Terminal Expansion Project
  - b. Tour of Airport to View Proposed Future Capital Improvement Projects

**HIGHWAY BUSINESS**

7. **Action Items**
  - a. Award Contract for 2014 Bridge Inspections
8. Next Meeting Date for May 2014
9. Adjournment

**Southern Wisconsin Regional Airport**  
**4004 South Oakhill Ave.**  
**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 15<sup>th</sup> through Tuesday, September 23<sup>rd</sup>, 2014, the projected event date is Saturday, September 20, 2014
  - 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, 2014.
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.

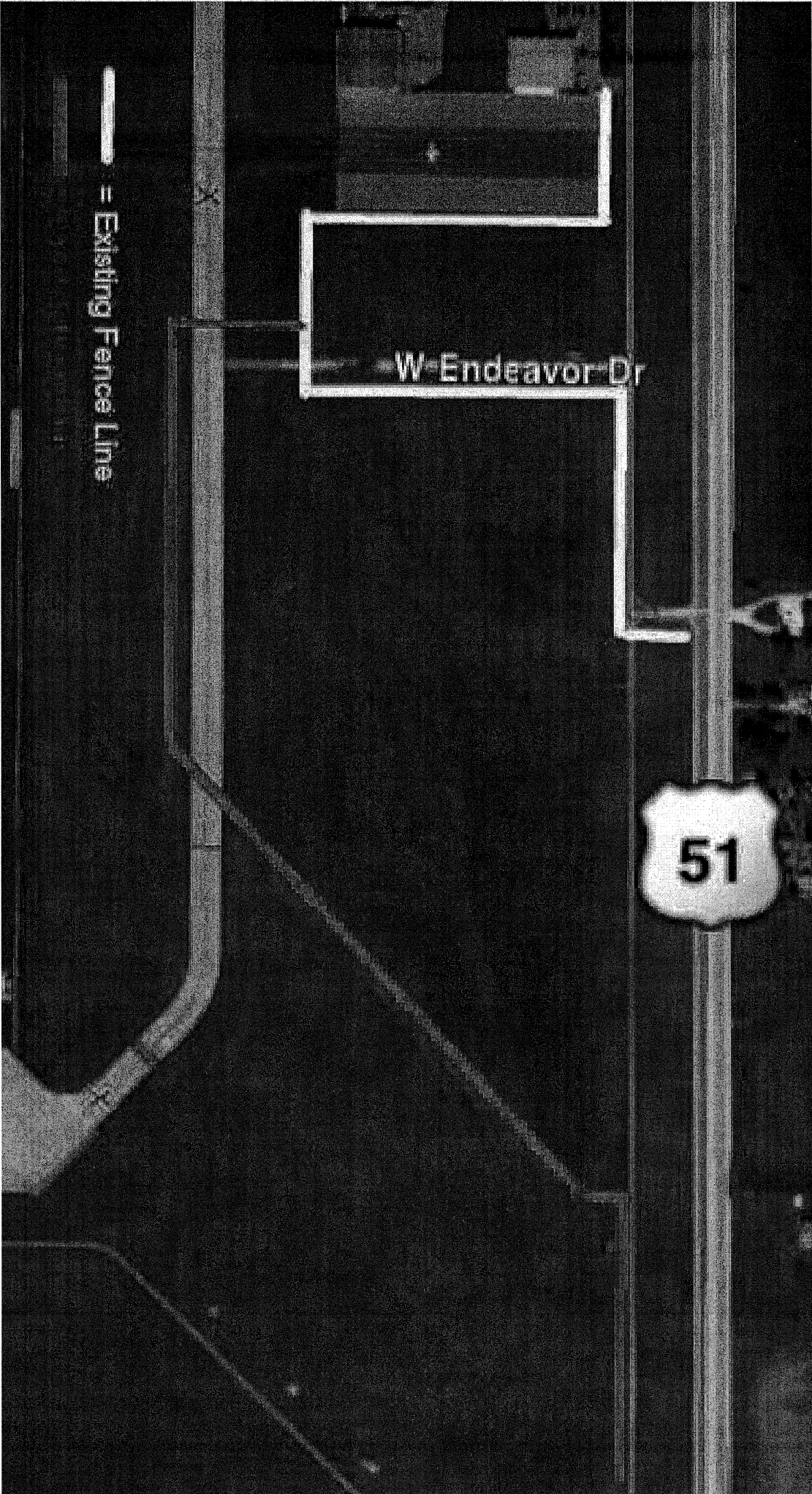
- 24. All terms and conditions of this written CONTRACT shall be binding upon the parties, their heirs and assigns, and cannot be changed by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing signed by the duly authorized agent or agents 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: \_\_\_\_\_



Existing Fence Line

W Endeavor Dr

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