

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

AGENDA
Public Works Committee Meeting
March 23, 2010 at 8:30 a.m.

Southern Wisconsin Regional Airport
Administration Conference Room
4004 S. Oakhill Ave.
Janesville, WI 53546

1. Call to Order at 8:30 a.m.
2. Approval of Agenda
3. Approval of Minutes February 25, 2010
4. Citizen Participation, Communications, and Announcements

HIGHWAY BUSINESS

5. Consider Purchase of Equipment

AIRPORT BUSINESS

6. Action Items

- a. Consider Resolution: Approve Lease With The United States of America for the Air Traffic Control Tower and Lease With the United States of America
- b. Approve Third Addendum to Lease Agreement between Rock County, Wisconsin and HSI Aviation Holdings
- c. Approve Agreement Between Southern Wisconsin AirFEST, Inc. and Southern Wisconsin Regional Airport

7. Information Items

- a. Report on Airport Issue: Conducting Business Without Meeting Airport Rules and Regulations and Minimum Standards
 - b. Airport Accounts Receivables
8. Executive Session: Per Section 19.851 (1)(e) – Consider Possible Negotiation for the Purchase of Public Property
 9. Next Meeting Date
 10. Adjournment

RESOLUTION NO. _____

AGENDA NO. _____

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee
INITIATED BY



Ronald D. Burdick
DRAFTED BY

Public Works Committee
SUBMITTED BY

March 15, 2010
DATE DRAFTED

Approve Lease With The United States of America for the Air Traffic Control Tower

- 1 WHEREAS, Rock County owns and operates an airport known as the Southern Wisconsin
 2 Regional Airport; and,
 3
 4 WHEREAS, the Air Traffic Control Tower is an integral element of safe daily operations;
 5 and,
 6
 7 WHEREAS, the Federal Aviation Administration staffs and operates the Air Traffic Control
 8 Tower at no direct cost to the County; and,
 9
 10 WHEREAS, the Federal Aviation Administration is requesting that their lease be renewed
 11 for a period of Twenty years (20 years) ending on September 30, 2029.
 12
 13 NOW THEREFORE BE IT RESOLVED by the Rock County Board of Supervisors duly
 14 assembled this _____ day of _____, 2010, that the County Board Chair/County
 15 Clerk are authorized to enter into this contract with the United States of America, Federal
 16 Aviation Administration.

Respectfully submitted,

PUBLIC WORKS COMMITTEE

Kurtis L. Yankee, Chair

Betty Jo Bussie, Vice Chair

Eva Arnold

David Diestler

Richard Ott

FISCAL NOTE:

No fiscal impact.

Jeffrey K. Smith
Finance Director

LEGAL NOTE:

County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats.

Jeffrey S. Kuglitsch
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

Philip Boutwell
Acting County Administrator

EXECUTIVE SUMMARY
For
Lease with the United States of America

The Federal Government owns and operates the Control Tower Facility at the Southern Wisconsin Regional Airport. Rock County owns the land and leases the land to the government at no charge. The benefits the County receives from the Control Tower far outweigh the amount of a lease payment if one were charged. The County is not responsible to maintain any of the FAA owned equipment.

There is no fiscal impact as a result of this contract. I would recommend approval of the contract.

Respectfully Submitted

Ronald D. Burdick
Airport Director

**U.S. DEPARTMENT OF TRANSPORTATION FEDERAL
AVIATION ADMINISTRATION**

LAND LEASE ON AIRPORT

Lease No: DTFAGL-09-L-00037

Geographical Location: A 1.11 acre tract of land supporting the ATCT located on the north side of Southern Wisconsin Regional Airport

PIN: 2410423300001

THIS LEASE is hereby entered into by Rock County Public Works Committee whose address is Southern Wisconsin Regional Airport Administration Office, 4004 S. Oakhill Avenue, Janesville, Wisconsin, 53546 hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES (AUG-02):

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

COPY

PARCEL DESCRIPTION:

A tract of land located in the North ½ of Section 23, T-2-N, R-12-E of the 4th P.M., County of Rock, Wisconsin, and more particularly described as follows: From the N ¼ corner of said Section 23 proceed S 0° 16' 30" E, 1914.3 feet to a point; thence West, 166.36 feet to a point, hereinafter known as the point of beginning. From the point of beginning proceed West, 190.00 feet to a point; thence North, 210.00 feet to a point; thence East, 190.00 feet to a point; thence South, 67.00 feet to a point; thence east, 172 ± feet to a point on the Westerly edge of the Airport Service Road; thence Southerly along the Westerly edge of the Airport Service Road, 50 ± feet to a point; thence West, 172 ± feet to a point; thence South, 93.00 feet to the point of beginning. Said tract containing 1.11 acres, more or less. All bearings are referred to the center line of the NE-SW runway, Southern Wisconsin Regional Airport.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

B. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

C. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

2. TERM (AUG-02):

To have and to hold, for the term commencing on October 1, 2009 and continuing through September 30, 2029 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

3. CONSIDERATION (COST) (AUG-02):

The Government shall pay the Lessor no monetary consideration in the form of rental, it is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises hereby leased.

4. CANCELLATION (AUG-02):

The Government may terminate this lease, in whole or in part if a termination is in the best interest of the Government. The government shall deliver to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail, return receipt requested and mailed at least thirty (30) days before the effective termination date.

5. QUIET ENJOYMENT (OCT-96):

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims

6. NOTIFICATION OF CHANGE IN LAND TITLE (AUG-02):

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

7. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96):

The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

8. NOTICES (OCT-96):

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

**TO LESSOR: Southern Regional Airport Administration Office
4004 S. Oakhill Avenue
Janesville, WI 53546**

**GOVERNMENT: Federal Aviation Administration, AGL-53
2300 East Devon Avenue,
Des Plaines, IL 60018**

9a. CONTRACT DISPUTES (Nov. 03):

(a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. The full text can be found via Internet at <http://fast.faa.gov/realestate/realguid.htm>.

9b. PROTEST (Nov. 03):

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer.

(c) Protests shall be in writing and shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

- (1) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
- (2) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Contract Protest clause is incorporated by reference. The full text can be found via Internet at <http://fast.faa.gov/realestate/realguid.htm>.

10. ANTI-KICKBACK (OCT-96):

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

11. ASSIGNMENT OF CLAIMS (OCT-96):

Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease

12. COVENANT AGAINST CONTINGENT FEES (AUG-02):

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

13. OFFICIALS NOT TO BENEFIT (OCT-96):

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

14. RESTORATION (OCT-96):

The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor provides written notice at least 15 days, prior to the date of expiration or termination, requesting restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

A. Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1(a), 1(b) and 1(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or,

B. Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement.

C. In the event that the Government has to pay for restoration, such payments will not entail expenditures which exceed appropriations available at the time of the restoration.

D. Nothing in the contract may be considered as implying that congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

15. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

The **Government** agrees to remediate, at its sole cost, all hazardous substance contamination on the **Government** facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the **Government's** facilities covered by this agreement. The **Lessor** agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the **Government** facility premises. The **Lessor** also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the **Government** facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached **Government** "List of Facilities."

16. EXAMINATION OF RECORDS (Aug-02):

The Comptroller General of the United States, the Administrator of the FAA or a duly authorized **Government** representative from either shall, until 3 years after final payment under this contract have access to the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involved transactions related to this contract.

17. INTERFERENCE WITH FAA OPERATIONS (Oct-96):

The **Lessor** agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the Government, as it is not in the best interest of the **Lessor** or the **Government**.

18. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):

The **Lessor** agrees that any relocation, replacement, or modification of any existing or future **Government's** navigational aid systems made necessary by **Lessor** improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the **Lessor**, with the exception of any such improvements or changes which are made at the request of the **Government**. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the **Lessor** or the **Government**, funding responsibility shall be determined by mutual agreement between the parties.

19. The Lessor agrees to provide adequate grass cutting, vegetation control, weed cutting and/or snow plowing at the FAA Air Traffic Control Tower (ATCT) located on the Southern Wisconsin Regional Airport, Janesville, Wisconsin, at no cost to the Government.

20. LEASE SUCCESSION (AUG-02):

This lease succeeds Lease No: DTFA14-89-L-R702, which expires on September 30, 2009 and all other previous agreements between the parties for the leased property described in this document.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed as of the day and year first above written:

ROCK COUNTY, WISCONSIN:

LESSOR: _____ Date: _____
(Signature)

LESSOR: _____ Date: _____
(Signature)

LESSOR: _____ Date: _____
(Signature)

UNITED STATES OF AMERICA:

_____ Date: _____
Mary M. Berthlein
Real Estate Contracting Officer

Document prepared by: Federal Aviation Administration, Real Estate and Utilities Team, AGL-53
2300 E. Devon Avenue, Des Plaines, IL 60018

CERTIFICATE

If agreement is made with a State, County, Municipality or other public authority, the following certificate shall be executed by an authorized official:

I, _____, certify that I am the _____
(Name) (Title)

of the _____ named in the foregoing
(State, County, Municipality, or other Public Authority)

agreement: that _____ who signed said agreement on behalf of said
(Name of Person Executing Lease)

Public Authority and was then _____ of that Public Authority and said
(Executing Person's Title)

agreement was duly signed for and in behalf of said _____ by
(State, County, Municipality, or other Public Authority)

authority of its governing body, and is within the scope of its powers.

Signed _____
(Authority Seal)

Prepared By: Federal Aviation Administration, Real Estate and Utilities Team, AGL-53

FEDERAL AVIATION ADMINISTRATION

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 2010, before me, _____,
the undersigned Notary Public, personally appeared, _____, Real
Estate Contracting Officer, Great Lakes Region, Federal Aviation Administration, Des Plaines,
Illinois, known to me to be the person described in the foregoing instrument, acknowledged that
he executed the same in the capacity therein stated and for the purposes therein contained. In
witness whereof, I have hereunto set my hand and affixed my official seal.

Notary Public

My commission expires _____

(Seal)

ATTACHMENT "A" TO LEASE NO. DTFAGL-09-L-00037

OPERATIONS AGREEMENT FOR AIRPORT TRAFFIC CONTROL TOWER

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

- I. THIS AGREEMENT, is to be attached to and made a part of Lease Number DTFAGL-09-L-00037 between the United States of America acting by and through the Federal Aviation Administration, hereinafter called the Government, and **Rock County Public Works Committee** operating its airport known as **Southern Wisconsin Regional Airport, Janesville, Wisconsin**, hereinafter known as the Lessor, and this said Agreement shall be executed by the parties hereto independently of said lease to which it is a part.
- II. WHEREAS, an Airport Traffic Control Tower will be or has been erected on the leased plot by and at the expense of the Government; and
- III. WHEREAS, it is in the public interest that the said Airport Traffic Control Tower on the above airport be operated by the Government, subject to the availability of funds therefore, in accordance with standards established by the Government;
- IV. NOW, THEREFORE, the Lessor agrees to the following conditions:
 1. The Lessor shall, at no expense to the Government, provide the lighting control panels in the said Tower and shall provide all electrical circuits and current, on a continuing basis, necessary for the operation of boundary, flood and obstruction lights, including those which may be operated by the Government; all airport lighting which the Government determines is essential to aircraft operations, including the foregoing, and all such air traffic control devices which are designated to be directly or remotely controlled from the Airport Traffic Control Tower shall be operationally under the control of the Government's Air Traffic Controllers, and the Lessor shall be responsible for the proper and continued functioning of any locally installed lights or other device placed under the Government's control.
 2. The Lessor shall be responsible for the proper and continued functioning of all equipment and devices **including the lighting equipment** which the Government determines are necessary for air traffic control, but which cannot be placed in operation or controlled from said Tower, or are not otherwise operated by or under the control of the Government.
 3. The Lessor shall promptly advise the Government's duly authorized representative(s) in said Tower of any conditions which render all, or any,

area(s) of the Airport unsafe for normal utilization by aircraft and will, upon demand, appropriately mark any such area(s) in a manner approved by the Government which properly indicates the existing condition(s); the Lessor shall promptly give notice to the Government's Tower representative(s) prior to the time any maintenance or construction is begun on the airport landing area unless such action is in accordance with a schedule which has been previously coordinated with the said Tower; said notice shall be given not less than thirty (30) days prior to the commencement date and said approved schedules shall be submitted for approval no less than thirty (30) days prior to the scheduled date for beginning the first item of construction and/or maintenance on the schedule. The Government shall have absolute control of the operation of said Tower and its associated facilities at all times and shall not be subject to direction from the Lessor in this regard, but the Lessor shall indemnify and save harmless the Government from and against all loss, injury, or damage and any claims for such acts resulting from or incident to the operation of said Tower; provided, however, the Lessor shall not be responsible for any such acts or claims resulting from the negligent or wrongful act or omission of any employee operating in said Tower. In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.) hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, if caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

4. The Lessor, upon request from the Government, agrees to provide two-way ground control communications equipment, at FAA's assigned ground control frequency in its maintenance and emergency vehicles scheduled to regularly operate in the airport landing area, and such equipment shall be capable of maintaining radio communications with the Government's Tower on said Airport.
5. The Lessor, agrees to pay (and the Government shall not pay any part of such costs other than those provided by an existing Federal Aid to Airports Programs) for the relocation of said Tower and its associated facilities if such relocation is made necessary by Airport improvements or changes which impair the technical and/or operational characteristics of said Tower and its associated facilities.

6. The Lessor shall, as a protection to the proper operation of the Airport traffic control Tower by the FAA, prohibit and refrain from the erection or construction of any structures or improvements which may interfere with the visibility of the Controllers line of sight to all traffic patterns, approaches, runways, taxiways, operational portions of the aprons, and other operational areas necessary for the control of ground and air traffic.
7. The Government shall have the right of connection to existing utilities without cost. **The Government will contract Utilities separately & billed directly to the Government.**

NEW

AMENDMENT TO: _____

ADDENDUM TO: 8467, 11324

ADMINISTRATION CONTRACT REVIEW

NO. TC413

Addendum #3 to contract between Rock County (Airport) and HSI Aviation Holdings to adjust the start date of consideration as shown in 1st addendum, paragraph 3.2a Payment on a building addition for four months.

Corporation Counsel has reviewed this Document and finds it to be proper, as to form.

[Signature] 3/4/10
Signature Date

Total Fiscal Impact & Source of Funds:

Delay in implementation resulting
in 1830 24 hrs runs for 2010
[Signature] 3/4/10
Finance Director Date

Reviewed by Purchasing for compliance:

Jodi R Miller 3/3/10

White - General Services
Yellow - Originating Department
Pink - County Clerk

**Third ADDENDUM
to
LEASE AGREEMENT
between
ROCK COUNTY, WISCONSIN
and
HSI Aviation Holdings, LLC**

WHEREAS, the County of Rock, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as COUNTY, and HSI Aviation Holdings, LLC, hereinafter called LESSEE, entered into a certain contract hereinafter called AGREEMENT, on the 1st day of May 2003.

WHEREAS, LESSEE desires to adjust the start date of consideration as shown in First Addendum to Lease Agreement to the terms in paragraph 3.2.a Payment:

ARTICLE 3 - CONSIDERATION

3.2.a Payment

As provided in Section 3.1.a, the rental charge shall begin on May 1, 2010 or occupancy, whichever comes first. Payments for Exhibit "B" in the amount of Four Hundred Fifty-seven Dollars and 71/100s (\$457.71) representing a total of Five Thousand Four Hundred Eighty-two and 61/100s (\$5,492.46) per year (2010 rates) shall be paid on/or before the first of each month

ARTICLE 41 - AUTHORITY

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

_____ day of _____, 2010.

LESSOR'S Seal

LESSOR

ROCK COUNTY, WISCONSIN

BY: _____
Kurtis L. Yankee, Chairman
Rock County Public Works Committee

BY: _____
Russell J. Podzilni, Chairman
Rock County Board of Supervisors

BY: _____
Lorena R. Stottler
Rock County Clerk

LESSEE'S Seal

LESSEE

BY: _____
James P. Freeman, President
HSI Aviation Holdings, LLC

NEW

AMENDMENT TO: _____

ADDENDUM TO: _____

ADMINISTRATION CONTRACT REVIEW

NO. TC415

Contract between Southern Regional Airport and Southern Wisconsin Air Fest for Standard Agreement for 2010 Annual AirFest. Date to be determined.
Contract Amount: 1.3% of ticket sales to be paid to Rock County for use of the facilities.

Corporation Counsel has reviewed this Document and finds it to be proper, as to form.

Jewell Wong 3/4/10
Signature Date

Reviewed by Purchasing for compliance:

Jodi L. Miller 3/3/10

Total Fiscal Impact & Source of Funds:

Revenue Credited to Airport

[Signature] 3/4/10
Finance Director Date

White - General Services
Yellow - Originating Department
Pink - County Clerk

**Agreement Between
Southern Wisconsin AirFEST, Inc.
and
Southern Wisconsin Regional Airport**

Southern Wisconsin AirFEST, Inc. and the Southern Wisconsin Regional Airport hereby enter into an agreement for use of the Southern Wisconsin Regional Airport in 2010. This agreement, reflects the intention of Southern Wisconsin AirFEST to hold an annual event in each of the calendar years listed, on a date to be determined, and as mutually agreed upon by Southern Wisconsin AirFEST, Inc. and the Airport Director, acting on behalf of the Rock County Public Works Committee.

The purpose of this agreement is to provide the opportunity for Southern Wisconsin AirFEST, Inc. to host an annual event, and to continue to expand the platform for the planning of future events. The mission of Southern Wisconsin AirFEST, Inc. is to provide to the community an educational and entertaining AirFEST experience, promoting aviation, aviation related careers, and to generate funding and awareness for the Wisconsin Aviation Academy and/or other local non-profit and charitable organizations as may be deemed appropriate.

This agreement is made with the understanding that Southern Wisconsin AirFEST, Inc. will provide additional documentation as to the logistical, safety, personnel and financial resources available in support of this endeavor. The President or his/her designee of Southern Wisconsin AirFEST, Inc. will provide updates to the Rock County Public Works Committee in a timely manner as to the progress and planning of this event.

The Airport Director, acting on behalf of the Rock County Public Works Committee, has the right to cancel this agreement if he determines that it conflicts with local ordinances, state law, federal law, or the best interest of the Southern Wisconsin Regional Airport.

This agreement shall not be assignable without the written consent of the Public Works Committee. Further, this agreement can be modified at a later date as both parties deem necessary and as additional details regarding the planning of this event develop.

Southern Wisconsin AirFEST, Inc. agrees to incorporate the following actions as subsequent to this agreement:

- a. AirFEST is to be designed for public benefit
- b. Southern Wisconsin AirFEST, Inc. assumes the following responsibilities:
 - i. No cost to Rock County.

- ii. Direct expenses to be recovered from the Southern Wisconsin AirFEST, Inc. only after prior approval has been granted.
- iii. Southern Wisconsin AirFEST, Inc. will assume all liability relating to the airshow with appropriate insurance documents naming Southern Wisconsin Regional Airport and the County of Rock as additional insured on insurance certificates.
- iv. Southern Wisconsin AirFEST, Inc. will require all performers, vendors and exhibitors to provide proof of insurance naming Southern Wisconsin Regional Airport and the County of Rock as additional insured on insurance certificates.
- v. Southern Wisconsin AirFEST, Inc. will provide to the Airport Director 30 days prior to the event proof of all such certificates.
- vi. The Southern Wisconsin AirFEST will pay for the use of the facilities 1.3% of all ticket sales to the Southern Wisconsin Regional Airport. Payment will be made within 45 days of the event.

Indemnity and Hold Harmless

Whereas, Southern Wisconsin AirFEST, Inc. does hereby agree that it shall at all times during the term of this agreement, and any extended term of this agreement, 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 on the Southern Wisconsin Regional Airport or 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 Southern Wisconsin AirFEST, Inc., its employees, agents, or representatives, or resulting from Southern Wisconsin AirFEST, Inc.'s failure to perform or observe any of the terms, covenants and conditions of this agreement to be performed by Southern Wisconsin AirFEST, Inc. 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 the County, the Public Works Committee or any officers, employees, agents or representatives thereof.

Integration

This document is fully integrated embodying the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
this ___ day of _____, 2010.

LESSOR's Seal

LESSOR
Rock County, Wisconsin

By: _____
Kurtis Yankee, Chair
Rock County Public Works Committee

By: _____
J. Russell Podzilni, Chair
Rock County Board of Supervisors

By: _____
Lorena R. Stottler
Rock County Clerk

LESSEES' Seal

LESSEE

By: _____
President
Southern Wisconsin AirFEST, Inc.