

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
Tuesday, January 24, 2012 at 8:30 a.m.

Southern Wisconsin Regional Airport Terminal Building Suite 120
1716 W. Airport Rd.
Janesville, WI 53546

1. Call to Order at 8:30 a.m.
2. Approval of Agenda
3. Approval of Minutes December 7, 2011
4. Vouchers/Bills/Encumbrances/Pre-Approved Encumbrance Amendments
5. Citizen Participation, Communications, and Announcements

AIRPORT BUSINESS

6. **Action Items**

- a. Consider Addendum to Lease Agreement with HSI Aviation Holdings
- b. Consider Consent of Lessor for King Capital JJC Hanger LLC

7. **Information Items**

- a. Presentation / Discussion by Robert Moreland of Moreland Aviation, LTD Regarding T-hangar Development
- b. Discuss Petitioning the State of Wisconsin for Capital Improvement Projects, and Set Date for Public Hearing
- c. Airport Accounts Receivables

HIGHWAY BUSINESS

8. **Action Item**

- a. Approve Resolution 2011 Budget Amendment- Federal Aid Bridge Construction

PARKS BUSINESS

9. **Action Item**

- a. Approve Resolution Authorizing Award of Contract for Beckman Mill Park Northwoods Trail Improvement

10. Next Meeting Date

11. Adjournment

Account Number	Name	Yearly Prct Appropriation Spent	YTD Expenditure	Encumb Amount	Unencumb Balance	Inv/Enc Amount	Total
4145924650-67200	CAPITAL IMPROV	0.00	100.0%	0.00	0.00	0.00	
ENC	R1200783-PO# 01/06/12 -VN#048744						
	TRAIL DESIGN SPECIALISTS LLC					12,275.00	
	CLOSING BALANCE				-12,275.00		12,275.00
	ADLP GRANT						12,275.00
	PROG-TOTAL-PO						12,275.00

I HAVE EXAMINED THE PRECEDING BILLS AND ENCUMBRANCES IN THE TOTAL AMOUNT OF \$12,275.00 INCURRED BY ADLP GRANT. CLAIMS COVERING THE ITEMS ARE PROPER AND HAVE BEEN PREVIOUSLY FUNDED. THESE ITEMS ARE TO BE TREATED AS FOLLOWS

- A. BILLS AND ENCUMBRANCES OVER \$10,000 REFERRED TO THE COUNTY BOARD.
- B. BILLS UNDER \$10,000 TO BE PAID.
- C. ENCUMBRANCES UNDER \$10,000 TO BE PAID UPON ACCEPTANCE BY THE DEPARTMENT HEAD.

TRANSPORTATION COMMITTEE APPROVES THE ABOVE. COM-APPROVAL _____ DEPT-HEAD

JAN 1 2 2012

DATE _____ CHAIR

NEW

AMENDMENT TO: _____

ADDENDUM TO: 8467, 11324

ADMINISTRATION CONTRACT REVIEW

NO. TC 1400

Between DFW Airport and HSI Aviation Holdings LLC, relative to the Open Carry Law

1/24/2012 - 6/30/2028

Cost: NA

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

Total Fiscal Impact & Source of Funds:

[Signature] 1/10/12
Signature Date

No fiscal impact

Reviewed by Purchasing for compliance:
[Signature] 1/9/12

[Signature] 1/10/12
Finance Director Date

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

Fifth 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 change Article 11 Governmental Requirements to include the following:

ARTICLE 11 – GOVERNMENTAL REQUIREMENTS

In accordance with Rock County Resolution 11-10A-481 adopted October 13, 2011, LESSEE agrees that it will ban the open carrying of firearms and the carrying of concealed weapons in buildings and property leased from LESSOR and will place at its expense signs in proper number and in conformity with Sec. 943.13(2)(bm), Wis. Stats., within 10 business days of the start date of this lease.

ARTICLE 41 - AUTHORITY

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

_____ day of _____, 2012.

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. TC1119

Contract between Rock Co. Southern Missouri Regional Airport and King Capital LLC Hangar LLC/
First Community Bank for Consent of Lessor in which Rock Co(Lessor) consents to assignment of
Hangar Leases by Lessee to Lendar to collateral purposes effective date of signing - 7/21/21.
Contract Amount: N/A.

Corporation Counsel has reviewed this
Document and finds it to be proper, as to form.
[Signature] 12/22/11
Signature Date

Total Fiscal Impact & Source of Funds:
No fiscal impact
[Signature] 12/22/11
Finance Director Date

Reviewed by Purchasing for compliance:
Jodi L. Mullis 8/25/11

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

CONSENT OF LESSOR

WHEREAS, Rock County (“Lessor”), a political subdivision of the State of Wisconsin, and King Capital JJC Hanger LLC (“Lessee”), a Wisconsin limited liability company, have entered into one or more Agreements under which Lessee is leasing from Lessor certain land at the Southern Wisconsin Regional Airport in Janesville, WI on which Lessee owns, operates and maintains an airplane hanger at 1710 W. Airport Road, Janesville, Wi 53546 (collectively the “Ground Lease”); and

WHEREAS, Lessee has assigned the Ground Lease to First Community Bank (“Lender”) as collateral for loans extended to Lessee which are secured by the hangar building and related improvements located on Lessor’s land (collectively the “Lessee Improvements”);

WHEREAS, Lender has a perfected mortgage and security interest in the Lessee Improvements and other property of Lessee; and

WHEREAS, the parties desire to document Lessor’s consent to Lessee’s assignment of the Ground Lease to Lender for collateral purposes and Lessor’s acknowledgement and confirmation of certain rights Lender has in Lender’s collateral in the event of a default by Lessee on Lessee’s obligations to Lender.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the parties, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Consent to Assignment.** Lessor hereby acknowledges and consents to the assignment of the Hangar Lease by Lessee to Lender for collateral purposes. Said assignment does not constitute a breach or violation of any provision of the Ground Lease. Lessor, now and at all times hereafter, has no right, title or interest in the Lessee Improvements or other property owned by Lessee. Nothing herein shall create in the Lender or the Lessee any interest in the real property of the Lessor.

2. **Lender Access/Recovery of Collateral.** In the event any proceedings are brought by Lender to recover the Lessee Improvements or any other property of Lessee upon a default by Lessee on its obligations to Lender or in

the event Lessee transfers or conveys the Lessee Improvements or other property to Lender in lieu of any such proceeding, Lessor agrees and consents to (a) allow Lender to enter upon Lessor's property and take possession of said Lessee Improvements and other property so long as such access does not interfere with or endanger airport operations, (b) waive all rights Lessor may have to restrict Lender's access to Lessor's property except to the extent such restriction is allowed for nonpayment of rent under the terms of the Ground Lease, (c) allow Lender to sell, lease or take such other actions Lender deems necessary to recover or dispose of Lender's collateral, (d) waive any right Lessor may have to possess the Lessee Improvements or other property of Lessee, (e) waive any right Lessor may have to require Lender to assemble any collateral under §409.53 and related provisions of the Wisconsin Statutes, (f) allow Lender or Lender's designee to assume Lessee's interest in the Ground Leases provided that Lender or any such designee thereafter complies with the terms and conditions of the Ground Leases, and (g) allow Lender to collect rents from any occupants, tenants or users of the Less Improvements so long as Lender or Lender's designee complies with the terms and conditions of the Ground Leases and the ongoing use of the Lessee Improvements is not inconsistent with the terms of the Ground Leases and/or applicable ordinances and regulations of Lessor.

3. **Lender Obligations.** In the event Lender's access to Lessor's property as provided above causes damage to roadways or other property of Lessor, Lender agrees to indemnify Lessor and hold Lessor harmless for any and all costs and expenses for repairs made necessary due to the damage sustained. Lender shall not be responsible for any damages, liabilities, attorneys' fees, costs or expenses arising from any breach of the Ground Leases by Lessee.

4. **Ground Leases Not in Default.** Lessor confirms that Lessee is not in default under the terms of the Ground Leases.

5. **Ground Leases Remain in Effect.** This Consent shall not amend or alter the terms of the Ground Leases, it being the intent of the parties that all terms and conditions of the Ground Leases shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Consent to become effective as of the _____ day of August, 2011.

LESSEE:

King Capital JCC Hanger, LLC

By: 

Stephen B. King, Sr.

Managing Member

LENDER:

First Community Bank

By: 

Michelle L. Matthys

Commercial Loan Officer

LESSOR:

County of Rock, Wisconsin

By: _____

Lorena R. Stottler

Rock County Clerk

By: _____

Kurtis Yankee, Chair

Rock County Public Works Committee

By: _____

J. Russell Podzilni, Chair

Rock County Board of Supervisors

RESOLUTION NO. _____

AGENDA NO. _____

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee
INITIATED BY _____



Ben Coopman, Director of Public Works
DRAFTED BY _____

Public Works Committee
SUBMITTED BY _____

January 17, 2012
DATE DRAFTED _____

2011 BUDGET AMENDMENT - FEDERAL AID BRIDGE CONSTRUCTION

1 **WHEREAS**, the County had budgeted \$15,000 in the 2010 federal aid projects budget for design
2 of the Inman Parkway extension, of which \$13,201 was billed in 2011, and those funds are now
3 in the fund balance; and,
4

5 **WHEREAS**, the 2012 Budget authorized \$50,000 for the County share of replacing the Leedle
6 Mill Road bridge and the County received \$14,225 of progress billings in 2011 for the County
7 share of work on that project, and it is desired to use unexpended existing fund balance to
8 facilitate those payments with the fund balance being replenished by the 2012 authorization; and,
9

10 **WHEREAS**, the Federal Aid account for construction needs \$18,223 to fund the above needs in
11 2011.
12

13 **NOW, THEREFORE, BE IT RESOLVED**, by the Rock County Board of Supervisors duly
14 assembled this _____ day of _____, 2012 that the 2011 Department of Public Works
15 budget is hereby amended to increase Department funding for federally aided construction as
16 shown below.
17

18 Account No.	Budget at	Increase	Amended
19 Description	12/31/11	(Decrease)	Budget
20 Source of Funds:			
21 41-4330-4340-46400	96,189	18,223	114,412
22 Funds Forwarded			
23 Use of Funds:			
24 41-4330-4340-62119	135,889	18,223	154,112
25 Other Contracted Services			

Respectfully submitted,

PUBLIC WORKS COMMITTEE

Kurtis Yankee, Chair

David Diestler

Betty Jo Bussie, Vice-Chair

Brent Fox

Eva M. Arnold

Finance Committee Endorsement:
Reviewed and approved on a vote of _____

Mary Mawhinney, Chair Date

FISCAL NOTE:

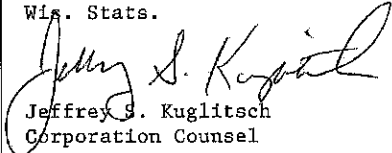
This resolution authorizes the use of \$18,223 in Federal Aid Construction Fund Balance to make payments on a 2010 budgeted project not completed until 2011 and a 2012 budgeted project for which the County began receiving progress billings in 2011.



Sherry Oja
Finance Director

LEGAL NOTE:

As an amendment to the adopted 2011 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.



Randolph D. Terronez
Acting County Administrator

- Executive Summary -

The County budgeted \$15,000 in the 2010 budget for the design of the Inman Parkway extension. Of that authorization only \$556 was expended in 2010 and the remaining \$14,444 of budget authority has previously been moved to the Highway fund balance/net assets. The County share of billings received on this project in 2011 is \$13,201.

The County has authorized \$50,000 in the 2012 budget for the County share of the costs to replace the Leedle Mill Road bridge. The County share of progress billings received in 2011 for this project total \$14,225. There are sufficient unexpended funds in the Federal Aid account fund balance/net assets that are unexpended on other projects to fund this with the budget authority/fund balance being replenished by the 2012 authorization.

The Federal Aid account needs \$18,223 of additional authority for 2011 to fund the above two projects after utilizing other unexpended authority and suggests that those funds come from existing fund balance/net assets.

RESOLUTION NO. _____

AGENDA NO. _____

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Lori Williams
INITIATED BY

Public Works & Parks
Advisory Committee
SUBMITTED BY



Lori Williams, Parks Director
DRAFTED BY

January 9, 2012
DATE DRAFTED

AUTHORIZING AWARD OF CONTRACT FOR BECKMAN MILL PARK NORTHWOODS TRAIL IMPROVEMENT

- 1 **WHEREAS**, the 2001 adopted budget contained matching funds for a boardwalk and trail
 2 system at Beckman Mill Park, and;
 3
 4 **WHEREAS**, the project is funded in part by an Acquisition and Development of Local Parks
 5 Program (ADLP) grant and Urban Rivers Grant Program (URGP) both of which have been
 6 carried forward with concurrence of the Wisconsin Department of Natural Resources, and;
 7
 8 **WHEREAS**, funds still remain from the 2001 DNR ADLP and URGP grants, and;
 9
 10 **WHEREAS**, the new Northwoods Trail at Beckman Mill Park is in need of some detailed finish
 11 work to maintain a level of sustainability and minimize maintenance, and;
 12
 13 **WHEREAS**, Rock County Parks staff prepared specifications and the County Purchasing
 14 Division solicited proposals for the trail improvements; and,
 15
 16 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly
 17 assembled on this _____ day of _____, 2012, does hereby authorize that a
 18 contract be awarded to the lowest responsible bidder, Trail Design Specialists of Madison, WI in
 19 the amount of \$12,275 for trail improvements, including labor and materials, at Beckman Mill
 20 County Park.

Respectfully submitted,

Public Works Committee

Parks Advisory Committee

Kurtis Yankee, Chair

Thomas Presny

Betty Jo Bussie, Vice-Chair

Floyd Finney

Eva Arnold

Mike Guisleman

David Diestler

Purchasing Procedural Endorsement

Brent Fox

(Chair)

(Vote) (Date)

AUTHORIZING AWARD OF CONTRACT FOR BECKMAN MILL PARK NORTHWOODS TRAIL
IMPROVEMENT

Page 2

FISCAL NOTE:

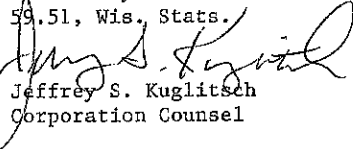
This project is for the Park's ADLP and URGP programs, A/C 41-4592-4650-67200, which has a current unexpended balance of \$15,980. These programs are funded by a combination of State Aid and county match.



Sherry Oja
Finance Director

LEGAL NOTE:

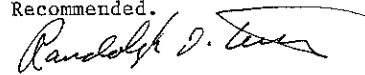
The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats.



Jeffrey S. Kuglitsch
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Randolph D. Terronez
Acting County Administrator

- EXECUTIVE SUMMARY -
AUTHORIZING AWARD OF CONTRACT FOR
BECKMAN MILL PARK NORTHWOODS TRAIL IMPROVEMENT

Rock County is the owner of the Beckman Mill County Park and has been awarded matching grant money for several projects through the Acquisition and Development of Local Parks Program (ADLP) and Urban Rivers Grant Program (URGP) by the DNR. This project includes the boardwalk and trail system that was built last year.

Last spring, the original construction of the Northwoods Trail cleared the path but is in need of some detailed finish work to maintain a level of sustainability and minimize maintenance. Additionally, the lack of sloping and the construction (to mineral soil) has left a trail that has the potential to hold water after periods of rain. This situation, if left unresolved, will lead to large muddy sections of trail leaving it unusable for long periods of time. Award and execution of this contract will build up the trail tread and create water infiltration areas (mini rain gardens) to collect trail run off, thus resulting in a more sustainable trail over time.

The project is funded in part by an Acquisition and Development of Local Parks Program (ADLP) grant and Urban Rivers Grant Program (URGP) both of which have been carried forward with concurrence of the Wisconsin Department of Natural Resources. Funds still remain from the 2001 DNR ADLP and URGPs grants and this proposed project would not only make the trail more user friendly and sustainable, it would also expend the remaining grant funds available.

Matching local funds for the trail improvement project are included in the 2012 Parks budget.

**ROCK COUNTY, WISCONSIN
FINANCE DIRECTOR**

PURCHASING DIVISION



PROJECT NUMBER 2012-14
PROJECT NAME BECKMAN MILL TRAIL IMPROVEMENTS
PROJECT DUE DATE JANUARY 3, 2012 - 12:00 NOON
DEPARTMENT PUBLIC WORKS - PARKS

	TRAIL DESIGN MADISON WI	GILBANK CLINTON WI	GRADE-TECH IXONIA WI	GMS EDGERTON WI	POBLOCKI WEST ALLIS WI	ANGLIN MONROE WI	ROCK ROAD JANESVILLE WI	MADDRELL MONROE WI
TOTAL COST	\$ 12,275.00	\$ 30,300.00	\$ 36,495.00	\$ 16,800.00	\$ 13,218.00	\$ 82,500.00	\$ 39,163.13	\$ 36,480.00
RATER 1	94	76	68	68	58	63	52	44
RATER 2	96	83	70	57	65	45	43	40
TOTAL SCORE	190	159	138	125	123	108	95	84

PROPOSALS WERE EVALUATED BASED ON THE FOLLOWING CRITERIA:

- General Quality of Response Maximum 10 Points
- Technical Approach Maximum 40 Points
- Organization & Personnel Maximum 20 Points
- Cost Maximum 20 Points
- Project Completion Maximum 10 Points

Request for Proposals was advertised in the Beloit Daily News and on the Internet. Four additional vendors were solicited that did not respond.

PREPARED BY: JODIL MILLIS, PURCHASING MANAGER

DEPARTMENT HEAD RECOMMENDATION: Trail Design Specialists; \$72,275.00

Benjamin J. Coe
SIGNATURE

1-18-12
DATE

GOVERNING COMMITTEE APPROVAL:

CHAIR VOTE DATE

PURCHASING PROCEDURAL ENDORSEMENT:

CHAIR VOTE DATE