

Rock County, Wisconsin



**In Person or
TELECONFERENCE**

Airport Board Meeting
Monday, February 15, 2021 at 8:00 a.m.
Southern Wisconsin Regional Airport Terminal Conference Room
1716 W. Airport Rd.
Janesville, WI 53546

The Airport Board is inviting you to a scheduled Zoom meeting.
In person attendees are required to wear a mask.

Meeting ID: 813 0913 0101

Passcode: 727143

Join Zoom Meeting

<https://us02web.zoom.us/j/81309130101?pwd=RldORzRCNXRHR29WaUhwMGI3bk1Jdz09>

Meeting ID: 813 0913 0101

Passcode: 727143

One tap mobile

+13126266799,,81309130101#,,,,*727143# US (Chicago)

+19292056099,,81309130101#,,,,*727143# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 253 215 8782 US (Tacoma)

+1 929 205 6099 US (New York)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 669 900 6833 US (San Jose)

Find your local number: <https://us02web.zoom.us/u/kc5ksQS3Yp>

Join by SIP

81309130101@zoomcrc.com

Join by Skype for Business

<https://us02web.zoom.us/skype/81309130101>

Join by Telephone:

- 📞 On your phone, dial the phone number provided above.
- 📞 Enter the meeting ID number when prompted using your keypad.
- 📞 Please note that long-distance charges may apply. This is not a toll-free number.
- 📞 Once logged in please identify yourself by name.
- 📞 Please mute your phone when you are not speaking to minimize background noise.
- 📞 Please be patient.

The County of Rock will provide reasonable accommodations to people with disabilities. Please contact us at 608-757-5510 or e-mail countyadmin@co.rock.wi.us at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.

Board Members, please contact Cynthia at (608)757-5768 if you are going to be late or unable to attend the meeting.

Airport Board Meeting
Monday, February 15, 2021 at 8:00 a.m.

AGENDA

1. Call to Order
2. Adoption of Agenda
3. Approval of Minutes of January 25, 2021
4. Citizen Participation, Communications, Announcements, and Information
5. Consent Calendar
 - a. Transfers
 - b. Review of payments of January 2021
6. Updates, Discussion and Possible Action
 - a. Lease Between Southern Wisconsin Regional Airport, County of Rock, Wisconsin and Jon S. Vesely Revocable Trust
 - b. Resolution: Awarding Contract for New Gate and Opener at Southern Wisconsin Regional Airport and Amending Budget
 - c. Disposition of Runway 18/36
 - d. Bessie's Diner's Proposal for Outdoor Dining
 - e. First Addendum to Lease Agreement – Burlington Development
 - f. Airport Director's Updates
7. Committee Requests and Motions
8. Next Meeting Date: March 15, 2021
9. Adjournment

Citizen Participation, Communications, Announcements, and Information. None

Consent Calendar

Transfers. None

Review of Payments. The review for November and December 2020 was completed. Mr. Cope stated that he noticed we paid another City of Janesville Sewer bill and asked if there had been any movement on this now that the Resolution requesting the City change the language of their ordinance had been approved by the County Board. Mr. Cullen stated that he and Supervisor Fox met with the City of Janesville Administrator and 5 of his staff members in early December. County staff presented their side, reasons, and justifications for changing the ordinance. The City then gave their arguments against changing the wording and feel that they are within the guidelines in charging the county as they do. The meeting produced no change. The airport has just received its most recent bill and the charges have been slightly reduced, but the change is not significant. Supervisor Fox stated that this issue is not done, but it is currently at a standstill.

Updates, Discussion and Possible Action

Mead & Hunt Presentation on the Airport's Master Plan and Runway 18/36 Alternatives. Mr. Cullen informed the Board that Mead & Hunt has been the airport's engineering firm for many years and they are currently working on the project to update the Airport's Master Plan. Mr. Cullen introduced Mr. Greg Stearn from Mead & Hunt. Mr. Stearn then introduced the members of his team, Brad Musinski, Sarah Emmel and Terry Donovan.

Mr. Stearn stated that his two primary goals for today was to provide a high level overview of a master plan, and to focus on Runway 18/36 alternatives. Mr. Stearn then went over the first seven slides of the presentation (copy attached to minutes). Items noted during the first seven slides of the presentations were:

- The last master plan done for the Southern Wisconsin Regional Airport was in 2000, updated in 2006
- There have been changes in the airport use (types of planes)
- The FAA has made changes in layout requirements
- Increases in operations and based aircraft are anticipated
- Main Runway (14/32) is really in great shape and is the primary but does not provide 95% of wind coverage
- Runway 04/22 is accepted by the FAA as needed
- Runway 18/36 can't be justified, has some "irregular geometry" and where it intersects with Runway 32, is considered a hot spot.

Mr. Stearn then turned the presentation over to Mr. Musinski to finish the presentation. Mr. Musinski then went over slides 7 through 19. Items of note during this portion of the presentation were:

- FAA wants to "decouple" Runways 36 and 32 (this means to provide some separation between the two ends). This would reduce pilot confusion and provide standard access to each runway.
- Aircraft should enter the runways at a right angle

NOT OFFICIAL UNTIL APPROVED BY COMMITTEE

- Alternatives for 18/36 include: Shorten the runway, lengthen the runway, or remove the runway altogether. Benefits and disadvantages for each option were explained.
- Removing Runway 18/36 is a pretty drastic option, however, because the FAA will not support a third runway for this airport, the County will have to pay for anything relating to it. Removing the runway will also reduce the utility of the airport, however it would potentially open up some area for development.
- Some development on the east side is already underway
- Currently the forecast has been submitted for approval

Next steps were discussed and include:

- Facility requirements have been started
- Runway 18/36 disposition and subsequent geometry corrections must be determined
- Hangar building areas to meet based aircraft demand
- SRE/Maintenance facility upgrades

Mr. Stearn asked if there were any questions and Supervisor Fox asked Mr. Cullen when the 04/22 reconstruction was scheduled to start, Mr. Cullen replied that we are hoping it will be 2022. Supervisor Fox asked if the 04/22 and 14/32 intersection would be closed during construction. Mr. Donovan of Mead & Hunt said that 14/32 won't be touched during that project, but there may be slight impact around the edges, but the runway shouldn't close.

Mr. Leyes stated that he does not support the removal of 18/36. The other two runways do not always meet the needs of wind sensitive aircraft. He feels that alternatives 1 or 2 would be better options.

Supervisor Richard asked Mead & Hunt how many other airports that are similar to this one have three runways. Mr. Stearn replied that there are some, like Kenosha and Lacrosse, but they are finding themselves in the same position. Even Milwaukee's master plan is showing them going from 5 runways down to 3.

Mr. Cullen thanked Mead & Hunt for their information and stated that this will be back before the Board at another meeting, probably in February. Mr. Arrowood stated that he respects Mr. Leyes' opinion regarding Runway 18/36 but doesn't feel that we use that runway for even 5% of operations, it doesn't have any approaches and the lighting system is out of date.

Supervisor Fox stated that we will discuss this further but most likely we will want to keep the runway.

Bessie's Diner's Proposal for Outdoor Dining. Mr. Cullen introduced Jamie Karaka to Board. Ms. Karaka stated that Bessie's parent company, Geronimo Hospitality sees a need to add outdoor seating to the diner. They feel that outdoor seating will increase revenue by allowing up close viewing of aircraft. All costs would be taken care of by Geronimo Hospitality and all FAA rules and regulations will be followed. The seating area would be approximately 15' x 27' and would hold 5 to 7 tables all surrounded by tempered glass.

Mr. Cullen stated that he has some concerns related to safety and FOD but he is not opposed to the idea as long as all of the safety concerns are addressed. He would like to see the revenue increased as

currently the airport does not receive any rent from the restaurant as they have not reached the threshold agreed to in their lease to begin rental payments.

Supervisor Fox asked if there needs to be any action today, what is the timeline on this? Ms. Karaka stated that would like to do this in 2021, and Mr. Cullen replied that we do not necessarily need to take action today, we can take a closer look in February and take action at that time. Supervisor Fox asked Ms. Karaka to come back in February with a more definitive plan.

Burlington Development's Request for a Variance. Supervisors Richard and Fox moved the item. Mr. Cullen reminded the Board that at the November meeting it was discussed that a business on the airport was not following the minimum standards. He sent a letter to Meisner Aircraft and Gary Meisner reached out right away. He wants to follow the rules and be a good neighbor. Mr. Meisner had been painting an aircraft in his hangar and does not have the proper lease for this activity. Mr. Cullen took a closer look at the airport's minimum standards and determined that Mr. Meisner needs to add two uses to his lease in order to be in compliance with his activities, Aircraft Sales and Aircraft Restoration and Refurbishing.

Mr. Cullen stated that this is a two-step process. The first step is the variance request. Mr. Meisner buys and sells airplanes and while his main business is located in Burlington, WI, he stores aircraft in his buildings here and performs minor maintenance and painting to the aircraft he owns. Mr. Meisner currently meets the minimum standards for Aircraft Sales, however he does not meet the minimum standards for Aircraft Restoration and Refurbishing. Mr. Meisner is requesting a variance from the Minimum standards for hours of operation as he does not offer these services to the public, only to his own aircraft. MOTION CARRIED.

First Addendum to Lease Agreement – Burlington Development. Mr. Freeman from Helicopter specialties asked if Burlington Development would have the ability to provide refurbishing now. Mr. Cullen explained that the Addendum they are requesting is to provide services to their own aircraft only. Mr. Freeman stated that he has spent over ½ million dollars in order to safely provide painting services and he feels it is wrong to allow painting in an open air hangar and does not feel Burlington Development has the proper facilities. Supervisor Fox asked Mr. Freeman if he would agree that tail numbers change and Mr. Freeman responded that they do, but he feels that this goes way beyond that.

Mr. Everett Reese from Elevation Air stated that he also had a couple of comments regarding this matter. He stated that there is no difference between minor maintenance and maintenance. He also feels that this issue is a DNR and EPA issue. They have to have proper venting and if the City of Janesville knew about this they wouldn't like it. Mr. Reese asked if we follow 2017 NFPA standards. Mr. Reese also stated that he felt this would give Burlington Development an advantage in a competitive market.

Mr. Johnson stated that these activities go on at every airport in the country and that this may be an over reach for what they are trying to do.

Supervisor Richard asked if Lessees are required to comply with the DNR. Mrs. Hevel responded that the Airport's leases provide language that the tenants must comply with all local, state, and federal laws, but does not make sure that they do.

Supervisor Fox made a motion to table this item and Supervisor Richard Seconded it. MOTION TO TABLE CARRIED.

Agreement for Warbird Appearance. Supervisor Richard and Mrs. Reese moved the item. Supervisor Fox asked if this was basically the same as previous years. Mr. Cullen said that it is basically the same, there have been a few changes because of the pandemic and it may be scaled back and have fewer vendors if any, it could be planes on display only. MOTION CARRIED.

Airport Director's Updates. Mr. Cullen gave a report on the following items. (Copy attached)

- Airport's 139 inspection the week of November 16th went very well. It was the first virtual inspection and we only had one write up which we were able to correct and close out by Dec 2nd.
- The TSA has requested that we host another pre-check event in April or May.
- We are still waiting for our CARES grant money and the reimbursement for the ARFF retrofit.
- The Airport Board vacancy is still under review. The County Board Chair and Vice-Chair are looking at ways to vet candidates.
- 2021 Projects are underway. Fire extinguishers have been installed on the t-hangars, water softeners in both the terminal and ammo building have been installed, and other projects are underway.
- The Airport Emergency Plan review was completed earlier this month.

Committee Requests and Motions. Mr. Cope requested to see Bessie's Diners financials at the next meeting. Mr. Cullen said that he will ask Ms. Karaka for a page on that for the next meeting.

Next Meeting Date. Supervisor Fox noted that the next meeting date of February 15, 2021 was President's day and asked if anyone wanted or needed it to be moved to February 22. No one responded. The next meeting date will be February 15, 2021 at 8:00 a.m.

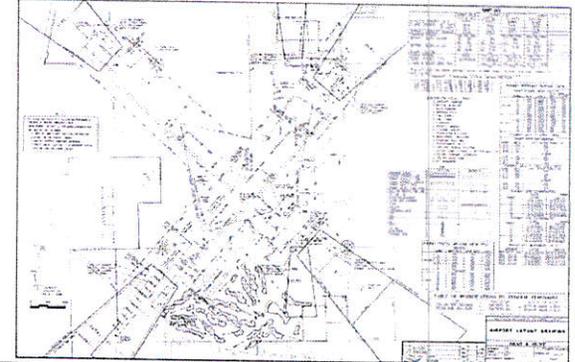
Adjournment. Mr. Quint and Mr. Cope moved to adjourn at 9:20 a.m. MOTION CARRIED.

Respectfully Submitted,

Cynthia J. Hevel
Secretary II

Today's Presentation

- Airport Master Plan / ALP Overview
- Tasks Completed to Date
- Runway 18/36 Alternatives
- Next Steps



Master Plan / ALP Overview

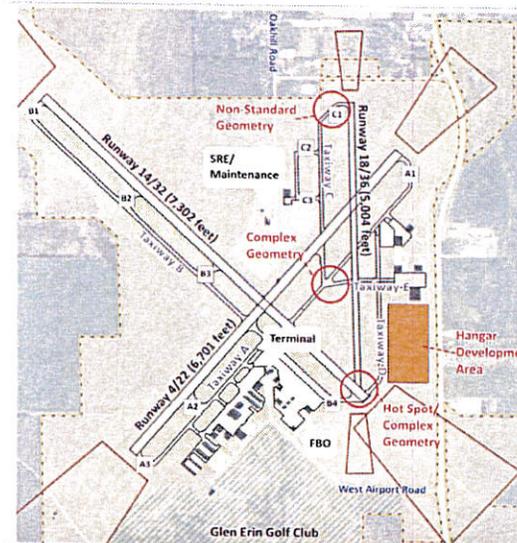
A Master Plan is:

- A 20-year plan, completed about every 10 years
 - Aviation Forecasts
 - Airport Layout Plan (ALP)
- Federal Aviation Administration (FAA) sponsored
 - Meet standards, justify funding

A Master Plan is not:

- A business plan or a marketing plan
- A wish list or funding guarantee
- A binding document
- A document that sets policies or rates

Master Plan / ALP Overview



- Major components:
 - Runway – taxiway geometry
 - Future hangar development
 - SRE / Maintenance facility
 - RPZ – Land Use
 - Forecasts
 - Updating ALP to new FAA standards (full set)

Tasks Completed to Date

- Inventory
 - What is at the Airport today: facilities, based aircraft, operations
 - Airport Role
- Aviation Activity Forecasts
 - Operations and Based Aircraft
 - Design Aircraft
 - Submitted to FAA for formal approval
- Draft Facility Requirements and Alternatives
 - What is needed at the airport in the future to meet demand

Mead&Hunt



Aviation Activity Forecasts

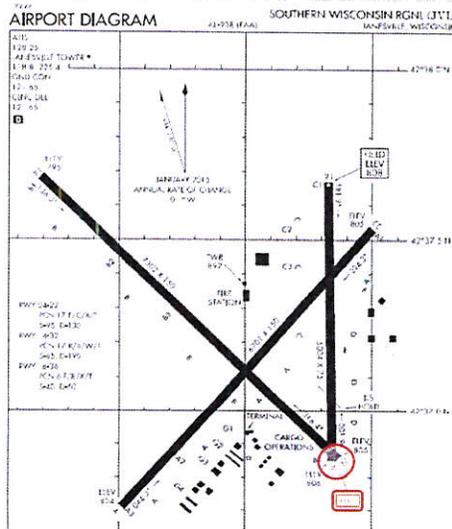
- Modest increase in operations
 - 2019: 42,000 operations
 - 2039: 49,000 operations
- Increase in based aircraft
 - 2019: 61 aircraft
 - 2039: 81 aircraft
 - Higher proportion of turboprops and jets
- Design aircraft
 - Gulfstream 500
- COVID impacts
 - Operations up in 2020



Mead&Hunt



Runway 18/36 – Existing Condition

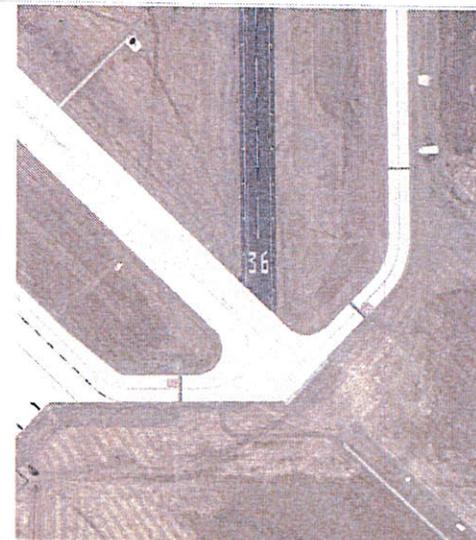


- Non- Standard Design
- Recognized 'Hot Spot'
- Incursions and runway takeoffs
- FAA Support

Mead&Hunt



Runway 18/36 – Existing Condition

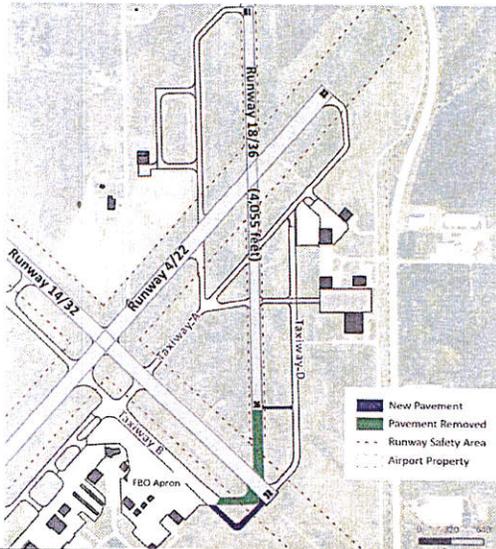


- Goals:
 - Separate runway ends
 - Reduce pilot confusion
 - Provide standard taxiway access to each runway end
 - Limit impacts to Runway 14/32
 - Limit costs and environmental impacts

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Runway 18/36 – Alternative 1



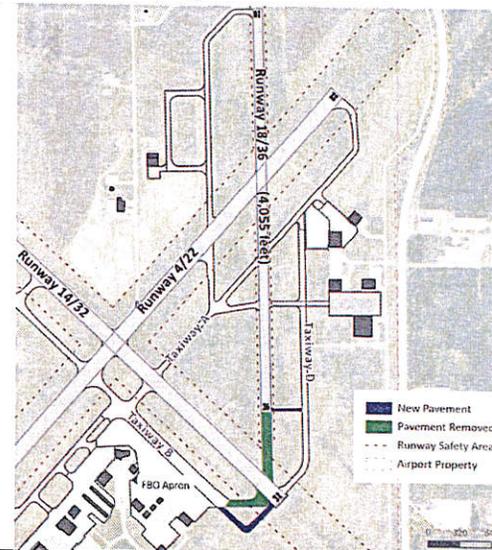
• Benefits

- Decouples Runways 32 and 36 thresholds
- Realigns Taxiway B4 to a right-angle entrance to Runway 32
- Preserves length and utility of Runway 14/32
- Preserves Runway 32 ILS
- Maintains Taxiway D

Mead&Hunt



Runway 18/36 – Alternative 1



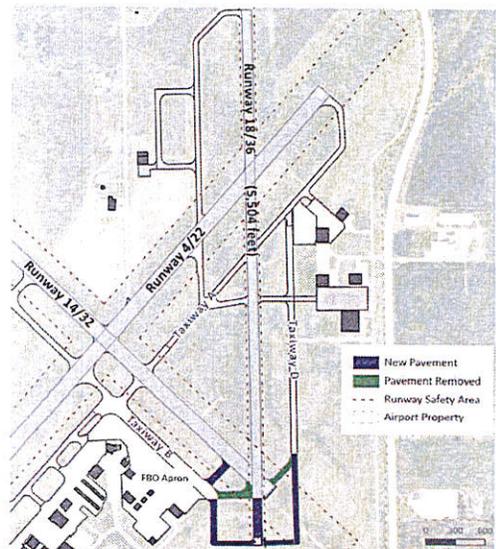
• Disadvantages

- Reduces length and utility of Runway 18/36.
- May need to implement approach holds on Taxiway B and/or Taxiway D.

Mead&Hunt



Runway 18/36 – Alternative 2



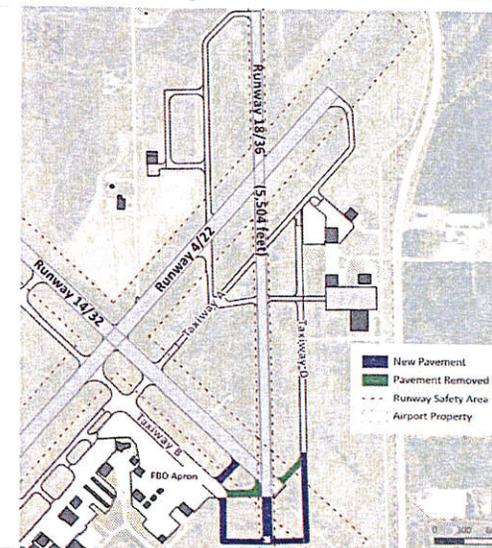
• Benefits

- Decouples Runways 32 and 36 thresholds.
- Corrects the non-standard taxiway geometry at Taxiway B4
- Preserves length and utility of Runway 14/32
- Increases length and utility of Runway 18/36

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Runway 18/36 – Alternative 2



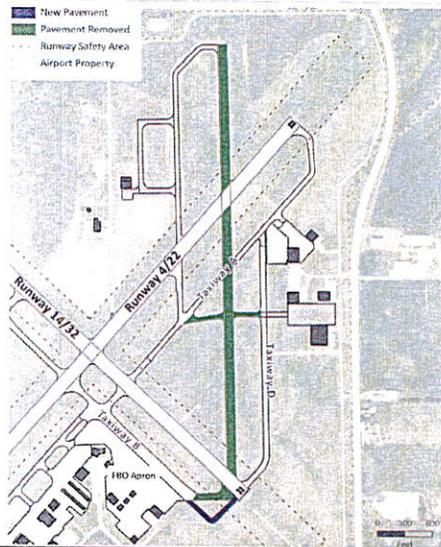
• Disadvantages

- Retains complex intersection of Runway 32 threshold on Runway 18/36
- Proposes new Taxiway B4 not located at runway end
- Introduces potential non-standard Taxiway D
- Complicates Runway 32 ILS facilities
- Shifts Runway 36 RPZ on roadways and golf course

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Runway 18/36 – Alternative 3

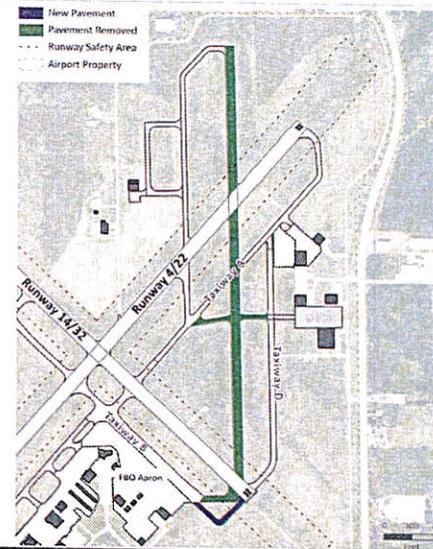


- Benefits
 - Decouples Runways 32 and 36 thresholds
 - Realigns Taxiway B4 to a right-angle entrance to Runway 32
 - Preserves length and utility of Runway 14/32
 - Preserves Runway 32 ILS
 - Maintains Taxiway D

Mead&Hunt

SOUTHERN WISCONSIN REGIONAL AIRPORT

Runway 18/36 – Alternative 3

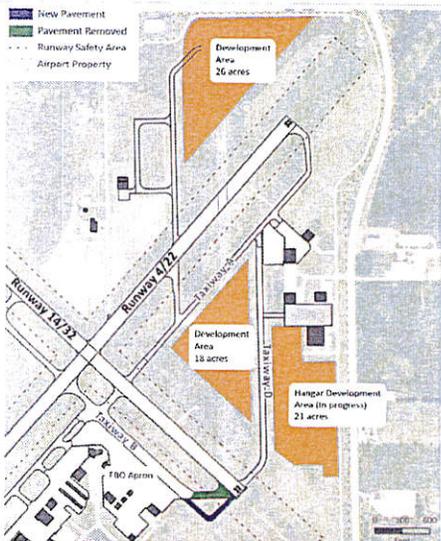


- Disadvantages
 - Reduces utility of airport by removing Runway 18/36
 - Loss of use during closure of Rwy 4/22 – 14/32 intersection (reconstruction)
 - Negatively impacts aircraft users who prefer this runway when conditions warrant

Mead&Hunt

SOUTHERN WISCONSIN REGIONAL AIRPORT

Runway 18/36 – Alternative 3

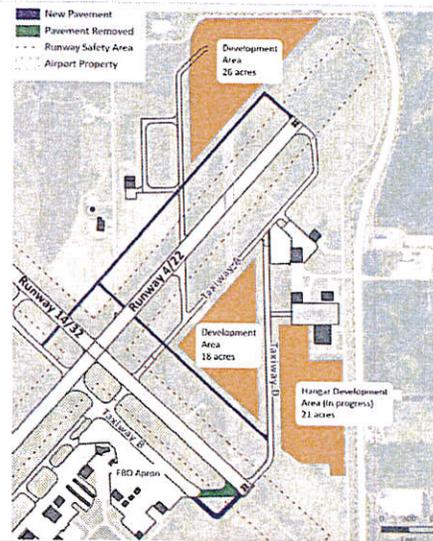


- Potential development areas
- North
 - ~26 acres
- Midfield
 - ~18 acres
- Southeast
 - ~21 acres

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SOUTHERN WISCONSIN REGIONAL AIRPORT

Runway 18/36 – Alternative 3



Airport Director's Updates
January 25, 2021

- Our 14 CFR Part 139 FAA inspection was held the week of Nov 16, 2020. Due to the travel restrictions within the safety examiner's office, the inspection was virtual. I'm extremely proud to say from all the various items reviewed, we received only one compliance issue. 139.301B-Operations: Records: the inspection revealed compliance activities were being done but not documented consistently on our daily inspection sheet. We made changes to a couple of our checklists and daily inspection sheet and closed out that issue with the examiner on Dec 2, 2020. We've come a long way with our previous compliance issues. It's been a team effort. And, we've earned the trust back from the Safety Inspector's office.
- I was asked recently if we would consider hosting another TSA Pre-check registration. We allowed them to use our conference room in October 2019 for a week. They are looking for another week in April or May.
- We are patiently waiting to receive our CARES grant money from the state BOA office. I submitted the request with appropriate documentation for reimbursement on Sep 9, 2020. We should receive \$157,000. We are also waiting to receive our reimbursement of \$20,556.80 from the BOA for our ARFF truck foam test equipment. The EcoEFP Retrofit Kit was installed at the end of October.
- The Airport Board vacancy is under review. The County Board Chair position had a recent change in leadership. The Chair and Vice Chair Supervisors are looking at various methods to use vetting potential candidates and making selections for all committees that have non-County Board Supervisors. No other details at this time are known.
- We have started completing or working on various projects that were approved in the 2021 budget request. Four fire extinguishers have been installed on our four T-hangar buildings. There is one on each opposite end to be used by anyone in an emergency. A water softener system has been installed on the Terminal building and in our maintenance shop. A door safety release has been ordered for our ramp door in order to be compliant during an emergency. Our maintenance garage door opening system has been ordered. Gate 1 replacement with a new operating system is currently out for bid. Runway 18-36 micro-surface is currently out for bid within the state's contract for multiple airports. I'm very appreciative for the BOA willing to include us even though this will be funded locally in an effort to receive the best contractor rate.
- We completed our annual Airport Emergency Plan review this month. This involves a bit of coordination with multiple offices and a final review of the FAA Safety Certification office.

**COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF JANUARY 2021**

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
43-4453-4110-62210	Telephone		01/21/2021	AT AND T	JAN PHONE SERVICE	101.77
		P2100097	01/21/2021	CHARTER COMMUNICATIONS	JAN TERM SERVICE	1,085.72
43-4453-4110-63205	Membership Dues		01/21/2021	US BANK	WAMA MEMBERSHIP DUES	350.00
		P2100084	01/21/2021			
					Airport Administration PROG TOTAL	1,537.49
43-4453-4453-62160	Cleaning Contrac		01/28/2021	ALSCO INC	UNIFORMS	83.04
		P2100723	01/28/2021			
43-4453-4453-62164	Disposal Service		01/21/2021	BADGERLAND DISPOSAL	JAN TRASH SERVICE	34.13
		P2100063	01/21/2021			
43-4453-4453-62201	Electric		01/28/2021	ALLIANT ENERGY/WP&L	JAN ELEC	3,538.08
			01/28/2021			
43-4453-4453-62203	Natural Gas		01/28/2021	ALLIANT ENERGY/WP&L	JAN GAS	1,615.55
			01/28/2021			
43-4453-4453-62400	R & M Services		01/21/2021	MAXXED OUT MOTORSPORTS	TIRE REPAIR FOR #16 & 20' MOW	91.00
		P2100109	01/21/2021			
43-4453-4453-63501	Gas/Other Fuels		01/21/2021	FERRELLGAS LP	PROPANE	45.50
		P2100108	01/21/2021			
43-4453-4453-63503	Equip Parts		01/28/2021	NAPA AUTO PARTS	AIR FILTERS	47.37
		P2100089	01/28/2021			
		P2100095	01/28/2021	JOHNSON TRACTOR INC	PARTS FOR FLAIL MOWER	818.50
		P2100109	01/21/2021	MAXXED OUT MOTORSPORTS	HYDRAULIC PARTS FOR #9	92.46
		P2100771	01/28/2021	BOBCAT OF JANESVILLE	PARTS FOR TOOLCAT REPAIR	192.45
43-4453-4453-64900	Other Expenses		01/21/2021	BJ ELECTRIC SUPPLY INC	WIND CONE REPAIR	107.13
		P2100062	01/21/2021			
		P2100092	01/28/2021	FASTENAL COMPANY	COTTER PINS	69.81
		P2100096	01/21/2021	JAYS BIG ROLLS INC	GLOVES & AMMO SUPPLIES	98.00
		P2100105	01/28/2021	MENARDS	AIR FILTERS	212.38
43-4453-4453-67120	Capital Assets		01/28/2021	ADDIE WATER SYSTEMS INC	ADDIE ELECTRONIC TWIN ALTERNAT	3,477.00
		P2100334	01/28/2021			
		P2100335	01/28/2021	ABC FIRE AND SAFETY INC	RECONDITIONED FIRE EXTINGUISHE	1,012.00
					Airport Maintenance PROG TOTAL	11,534.40

COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF JANUARY 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
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I have reviewed the preceding payments in the total amount of **\$13,071.89**

Date:

Dept Head



Committee Chair

ROCK COUNTY

**COMMITTEE REVIEW REPORT
WITH DESCRIPTION**
FOR THE MONTH OF JANUARY 2021

01/28/2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
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REPORT COMPLETE!

Report Total: 13,071.89

For Job Numbers: 2141279, 2143878

**COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF DECEMBER 2020**

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
43-4453-4453-62160	Cleaning Contrac	P2000564	01/21/2021	ALSCO INC	UNIFORMS	27.68
		P2000606	01/21/2021	DIVERSIFIED BUILDING MAINTENAN	DEC CLEANING SERVICES	628.22
		P2000616	01/21/2021	US BANK	FLUKE METER	148.66
43-4453-4453-63109	Other Supplies	P2000616	01/21/2021	US BANK	TERMINAL BATHROOM SUPPLIES	899.99
43-4453-4453-63501	Gas/Other Fuels	P2000605	01/21/2021	BROWN OIL CO INC	DEC OFF ROAD DIESEL	1,450.80
		P2000615	01/21/2021	KWIK TRIP EXTENDED NETWORK	DEC ON ROAD DIESEL & DEF	214.47
43-4453-4453-63503	Equip Parts	P2000618	01/21/2021	MID STATE EQUIPMENT JANESVILLE	ALTERNATOR FOR BACKHOE	220.13
43-4453-4453-64900	Other Expenses	P2000560	01/21/2021	AIRGAS INC	WELDING SUPPLIES	268.12
		P2000616	01/21/2021	US BANK	RADIO BATTERY	30.99
		P2000620	01/21/2021	NAPA AUTO PARTS	PENETRANT OIL WASHER FLUID	125.73
		P2002197	01/21/2021	FULFAB INC	T-HANGAR REPLACEMENT CABLE DRU	313.28
		P2002260	01/21/2021	JNB SIGNS INC	REPAIR OF AIRPORT ROAD SIGN	256.48
		P2002274	01/28/2021	GENERAL COMMUNICATIONS INC	PARTS FOR REPAIR OF TOWER RADI	19.50
Airport Maintenance PROG TOTAL						4,604.05

ROCK COUNTY

COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF DECEMBER 2020

01/28/2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
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I have reviewed the preceding payments in the total amount of \$4,604.05

Date:

Dept Head



Committee Chair

Lease Between

*Southern Wisconsin Regional Airport
County of Rock, Wisconsin*

and

Jon S. Vesely Revocable Trust

Lease
Southern Wisconsin Regional Airport
County of Rock, Wisconsin
and
Jon S. Vesely Revocable Trust

THIS AGREEMENT, made and entered into by and between the COUNTY OF ROCK, WISCONSIN, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as COUNTY, and the Jon S. Vesely Revocable Trust, hereinafter referred to as LESSEE.

Witnesseth:

WHEREAS, Rock County owns and operates an airport which includes certain aeronautical navigation facilities, said airport being known as the Southern Wisconsin Regional Airport, located along U.S. Highway 51 between the City of Janesville and the City of Beloit in said County and said LESSOR is desirous of leasing to LESSEE for aeronautical purposes certain designated premises, consisting of land, hereinafter more fully described, located upon said airport, together with the right to use in common with others certain additional premises and facilities upon said airport; and

WHEREAS, LESSEE is the owner of the hangar on the premises as described below; and

WHEREAS, it is to the mutual advantage of the parties to enter into this agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the COUNTY and the LESSEE agree as follows:

Article 1 - Premises

1.1 **Land**

COUNTY does hereby lease, let and demise to LESSEE, the premises consisting of land as described in Exhibit "A", which is attached hereto and incorporated herein by reference, and which shall be referred to as PREMISES.

1.2 **Acceptance**

LESSEE warrants that it has inspected PREMISES and has found PREMISES suitable for its intended purposes, as is, subject to the limitations placed thereon by this Lease.

Article 2 - Term

2.1 Term

The term of this Lease, subject to earlier termination as hereinafter provided, shall be for the period of February 1, 2021, through and including January 31, 2045. Six months prior to the expiration date of this lease, LESSEE may request, in writing, that the COUNTY negotiate a new Lease with it. If timely notice is given to COUNTY, COUNTY shall meet with LESSEE in good faith to negotiate a new Lease. LESSEE or its assignees shall have the option to renew this lease for an additional term of twenty-five (25) years upon like terms and conditions as those contained herein.

Article 3 - Consideration

3.1 Consideration

Lessee agrees to pay to the COUNTY, the Sum of Two Thousand Four Hundred Thirty-four Dollars and 68/100 (\$2,434.68) per year for the use of the leased PREMISES, representing a rental charge of .1182 cents (2021 rates) per square foot per year for Twenty Thousand Five Hundred Ninety-eight (20,598) square feet of unimproved land. It is further agreed that annually during the month of December, rental rates shall be re-negotiated by the parties and will be based on the urban rate of inflation, not to exceed 4% annually. Said rates are to be equal to the rental rates for other buildings in its category and be effective January 1. Rental rates are subject to Airport Board approval.

3.2 Payment

As provided in Section 3.1, the rental charge shall begin upon the completion of construction of the intended hangar and receipt of an occupancy permit from the City of Janesville. Monthly payments in the amount of Two Hundred Two Dollars and 89/100 (\$202.89) representing Two Thousand Four Hundred Thirty-four Dollars and 68/100s per year shall be paid on or before the 1st of each month. LESSEE shall have the option of paying monthly, quarterly, bi-yearly, or yearly.

3.3 Late Payments

Late payments of rental fees shall be subject to interest, thereon payable at the rate of one and one-half (1 1/2) percent per month, until paid in full.

3.4 Re-negotiation

The Airport Director shall be responsible for re-negotiating the yearly rental charge on behalf of the COUNTY, subject to final approval of the Airport Board.

RESOLUTION NO. _____

AGENDA NO. _____

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Southern Wisconsin Regional Airport Board
INITIATED BY

Southern Wisconsin Regional Airport Board
SUBMITTED BY



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

February 9, 2021
DATE DRAFTED

AWARDING CONTRACT FOR NEW GATE AND OPENER AT SOUTHERN WISCONSIN REGIONAL AIRPORT AND AMENDING THE SOUTHERN WISCONSIN REGIONAL AIRPORT BOARD BUDGET

1 **WHEREAS**, Rock County owns an airport known as the Southern Wisconsin Regional
 2 Airport; and,
 3
 4 **WHEREAS**, the Airport Department budgeted \$20,000 to replace one gate and its associated
 5 electric gate opener on the airport; and,
 6
 7 **WHEREAS**, specifications for the gates were prepared and the County Purchasing Division
 8 solicited bids for the construction; and,
 9
 10 **WHEREAS**, two bids were received and the lowest bid was from The Tschudy Corporation
 11 DBA as American Fence Co. in Plover, Wisconsin in the amount of \$27,750.
 12
 13 **NOW THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors
 14 duly assembled this _____ day of _____, 2021, does hereby award a
 15 contract of \$27,750 for the replacement of one gate and its associated electric opener at the
 16 Southern Wisconsin Regional Airport to The Tschudy Corporation DBA as American
 17 Fence Co. in Plover, Wisconsin.
 18

19 **BE IT FURTHER RESOLVED** that the Airport's 2021 budget be amended as follows:
20

21 ACCOUNT/DESCRIPTION	BUDGET	INCREASE/ (DECREASE)	AMENDED BUDGET
22 <u>Source of Funds:</u>	2/15/21		
23 43-4453-4453-46400	\$0	\$7,750	\$7,750
24 Fund Balance			
25			
26 <u>Use of Funds:</u>			
27 43-4453-4453-67120	\$67,300	\$7,750	\$75,050
28 Capital Assets \$2,000-\$25,000			
29			

Respectfully Submitted:

SOUTHERN WISCONSIN REGIONAL
AIRPORT BOARD

Brent Fox, Chair

Rick Richard, Vice Chair

Dave Homan

Eric Baker

Dick Cope

Greg Johnson

Joe Quint

Katie Reese

Vacant

FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of _____

Mary Mawhinney, Chair

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 5901 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats., requires the project to be let to the lowest responsible bidder. As an amendment to the adopted 2021 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.

s/Richard Greenlee

Richard Greenlee
Corporation Counsel

FISCAL NOTE:

This project is being funded with \$20,000 in sales tax revenue and \$7,750 in Airport Fund Balance. Fund balance is available due to savings from prior projects.

/s/Sherry Oja

Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith
County Administrator

EXECUTIVE SUMMARY

AWARDING CONTRACT FOR NEW GATE AND OPENER AT SOUTHERN WISCONSIN REGIONAL AIRPORT AND AMENDING BUDGET

The airport installed a perimeter fence in the fall of 2001. This was installed as a measure to increase security and detract wildlife from entering the airport operations area. During the original installation, there were several gates installed with electronic opening systems. Over the years, more gates were added at various locations with different manufactured operating systems. At one point, the airport had three different electronic operating systems. This was troublesome when repairs were needed. In the past three years, there has been a strategic effort to replace worn out systems with a single manufactured electronic system.

Gate #1 is one of the original gates and operating systems. This is the primary gate for the entire airport located on South Oakhill Ave. adjacent to the maintenance shop. The maintenance equipment and Aircraft Rescue and Fire Fighting vehicle must use this gate on a daily basis. The Janesville Fire Department uses this gate as their primary response location to access the airfield during an aircraft emergency. Additionally, the tenant farming airport land uses this gate to access a large part of the tillable acres with his equipment. This gate and operating system have been repaired numerous times. Gate #1 needs to be replaced and the operating system changed to maintain the security and efficiency of the airport.

The approved budgeted amount for this project was \$20,000. The project was placed out for competitive bid. The lowest, most responsible bidder was The Tschudy Corporation DBA American Fence Co at \$27,750. Therefore, we request a budget amendment of an additional \$7,750 and to approve The Tschudy Corporation DBA American Fence Co as the contractor of this project.

Southern Wisconsin Regional Airport Issue Paper

Issue – Determine the future disposition of Runway 18-36

Discussion – The Southern Wisconsin Regional Airport is a public-use, large general aviation airport. The Airport provides runways, taxiways, and associated parking aprons, maintained and certified within the Federal Aviation Regulation Part 139 standards. One of the existing runways is 18-36. This runway is currently 5,004' long by 75' wide. It's considered a visual approach only runway with appropriate markings with runway lighting.

Runway 18-36 has some non-standard FAA designs. Taxiway Charlie 1 which connects to the approach end of Runway 18 isn't at a 90 degree angle. Taxiway Echo has direct access to the runway from the Southeast corporate ramp. But most noteworthy, is the "hotspot" created with the alignment of Runways 32 and 36. The hotspot is problematic in that it may create pilot confusion which could lead to runway incursions and wrong runway departures.

Due to the non-standard design concerns, there have been some goals created when considering the fate of Runway 18-36's future.

- 1) Separate the runway ends to reduce pilot confusion.
- 2) Comply with FAA design standards and correct taxiway geometry.
- 3) Limit impacts to Runway 14-32.
- 4) Limit costs and environmental impacts as the airport has two other larger instrument approach procedure runways.

The Airport Layout Plan (ALP) is currently in the process of being completed, and it is very important that the disposition of Runway 18-36 be captured on it. The ALP is critical in the Capital Improvement Planning process for future airport budgets. These plans are for future discussion and implementation and any decision made at the Airport Board meeting February 15th, 2021 doesn't necessarily mean construction will occur immediately or at all.

Recommendation – After considering all three alternatives that Mead and Hunt presented during the January 25th Airport Board meeting, I believe alternative 1 is the best choice at this time. This option shortens Runway 18-36 by 949' to 4,055' which may be impactful for some pilots, however, it removes the hot spot and provides geometry correction at taxiway Bravo 4 and includes the correct connecting taxiway to taxiway Delta. This alternative meets all four of the goals above.

Respectfully Submitted

Gregory A. Cullen, C.M., ACE
Airport Director

GERONIMO HOSPITALITY GROUP BESSIE'S DINER OUTDOOR PATIO SEATING

Southern Wisconsin Regional Airport

PROPOSAL OVERVIEW

Geronimo Hospitality Group is pleased to submit this proposal for an outdoor seating/patio area at the Southern Wisconsin Regional Airport. We believe an outdoor seating area will provide guests and Pilots of the diner and an amazing experience. We are committed to increasing the revenue of Bessie's Diner and ultimately increasing the profits of the Southern Wisconsin Regional Airport.

The Objective

- Increased revenue Bessie's Diner
- Increased revenue Southern Wisconsin Regional Airport though rent payment by Bessie' Diner
- Stronger business brand for both entities

The Opportunity

- Outdoor Patio seating
- Flexibility in dining outdoors
- Up close viewing of incoming and outgoing aircrafts

OUR PROPOSAL

Bessie's Diner has a well-deserved reputation for a quality dining experience and customer service. However, outdoor seating is a missing element that would truly enhance our ability to hold larger events and increase seating with the intention of making 25% more seats available for several months of the year. This alternative option to indoor dining is an opportunity for growth and development to both Bessie's Diner and the SWRA. Decreased wait time due to more available seating will ultimately increase plane traffic and street traffic diners. The additional options to seat will overall increase revenue for both Bessie's Diner and the SWRA. This addition of the patio will ramp up sales during warmer months and quickly improve sales at Bessie's resulting in revenue for the SWRA.

Rationale

- Revenue
- Showcase
- Marketing

Execution Strategy

Our execution strategy include

- All interior and exterior work along with total cost associated with project to be paid for by Geronimo Hospitality. No financial burden to the Southern Wisconsin Regional Airport
- All safety All safety rules and policies to be followed with compliance to FAA regulations to make this area both secure and protected for both aircrafts and persons dining

Resources

- Geronimo Hospitality Group
- Hendricks Commercial Property
- CCI – Corporate Contractors Inc.

Timeline for Execution

- Construction to begin Spring 2021- Completion of Patio Fall 2021
- Dates are approximate until construction timeline and contracts are finalized

CONCLUSION

We look forward to working with the SWRA to safely complete this project. Expected increased revenue within Bessie's Diner and for the Southern Wisconsin Regional Airport though the addition of outdoor seating is an opportunity to develop a strengthened partnership. An increase in revenue at Bessie's Diner will ultimately result in more profitability for the Southern Wisconsin Regional Airport upon threshold of lease agreement rent.

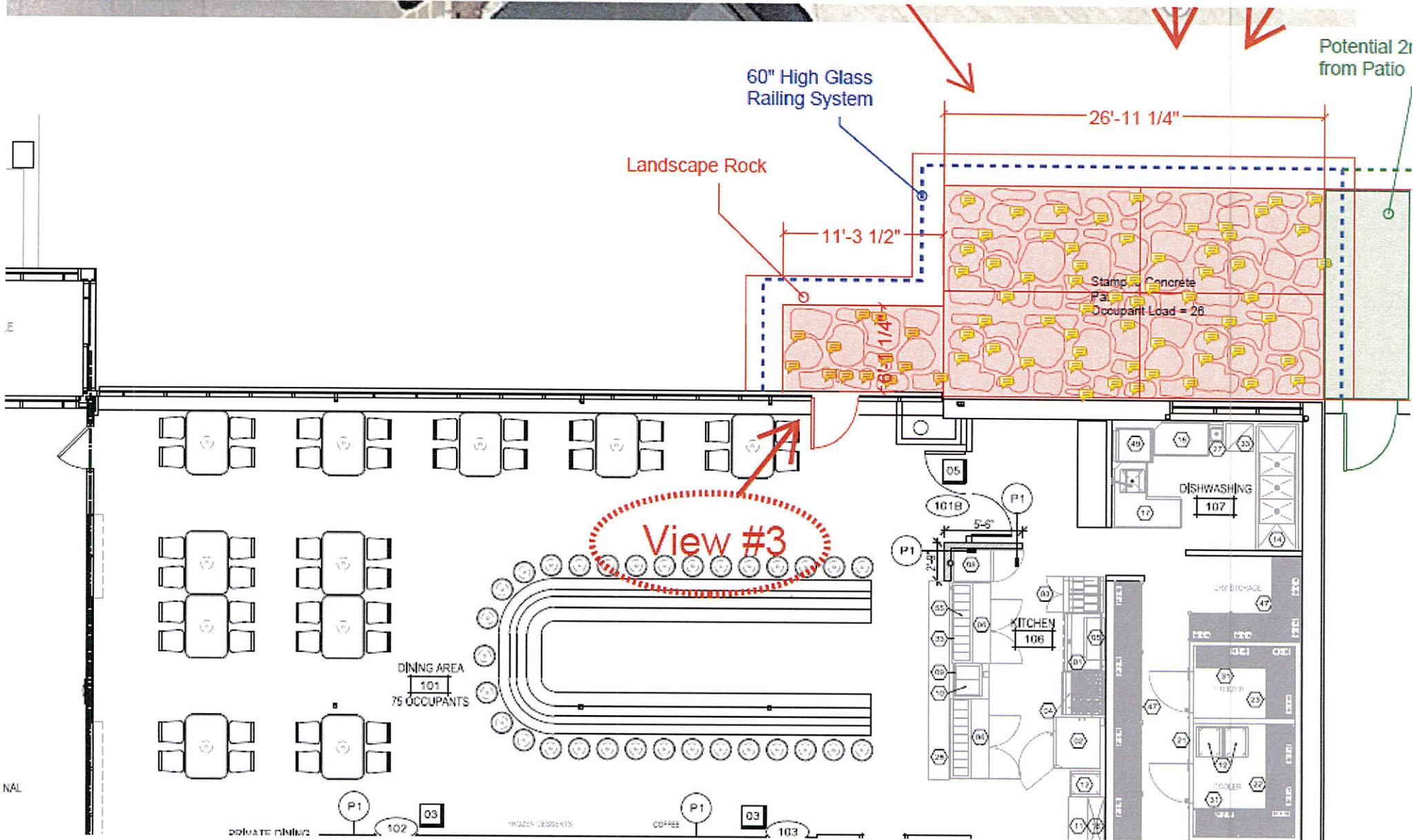
If you have questions on this proposal, feel free to contact Klaus Nitsch or Jamie Keraka at your convenience by email at klaus.nitsch@geronimohospitalitygroup.com or jamiiek@bessiesdiner.com We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Jamie Keraka
General Manager Bessie's Diner







60" High Glass Railing System

Landscape Rock

Potential 21 from Patio

26'-11 1/4"

11'-3 1/2"

Stamp Concrete
P3
Occupant Load = 26

View #3

DINING AREA
101
75 OCCUPANTS

KITCHEN
106

DISHWASHING
107

NAL

PRIVATE DINING

PROCESSED DISHWASHERS

COFFEE

DRY STORAGE

COOLER

WASH

P1

102

03

P1

03

103

05

101B

P1

P1

2'-0"

5'-5"

05

06

03

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Southern Wisconsin Regional Airport Issue Paper

Issue –

Approve Addendum to Lease Agreement between Southern Wisconsin Regional Airport and Burlington Development to add Aircraft Sales and Aircraft Restoration & Refurbishing to their current use of Aircraft Storage as shown in their Lease Agreement.

Discussion -

Airport Leases define the uses a tenant can conduct within that tenant's leased area, and the Airport's Minimum Standards define what requirements each tenant must meet in order to conduct each use listed in their Lease. These uses are defined in every tenant's lease under Section 9 – Use. Adding uses to existing leases as a means to expand business has been established by past practice. Both SC Aviation in 2009 and Helicopter Specialties in 2011 requested additional uses be added to their original Lease Agreements. In both cases, those businesses needed to expand their use in order to grow their business on the airport. This was accomplished by requesting an Addendum to the original Lease and these Addendums were approved.

Currently Burlington Development, Inc.'s Lease Agreement is for the use of Aircraft Storage. Mr. Meisner of Burlington Development has requested to add Aircraft Sales and Aircraft Restoration and Refurbishing to Burlington Development's current use of Aircraft Storage as shown in their Lease Agreement. This can be accomplished by amending Article 9 of Burlington Development's Lease Agreement to add these uses.

Mr. Meisner operates an aircraft sales business located in Burlington but occasionally clients come to this location to view aircraft he has available for sale. Occasionally when a customer purchases a plane, they request a change of tail number which requires some painting of the aircraft. Currently the only use that allows for the painting of aircraft on the airport is Aircraft Restoration and Refurbishing and currently Burlington Development's Lease does not allow for this activity.

At the Airport Board meeting held on January 25th, 2021, Burlington Development was granted a variance that allows them to deviate from the required hours of service for aircraft restoration and refurbishing because they do not intend to offer this service to the general public, this is clearly stated in the proposed Lease Addendum. There was some opposition to this request for a Lease Addendum by other tenants of the airport. One concern raised was whether Burlington Development's building was in compliance with requirements that would allow it to conduct painting. Every Lease executed on this airport states the following:

ARTICLE 11 - GOVERNMENTAL REQUIREMENTS

LESSEE agrees to comply with the requirements of every applicable Federal, State and COUNTY law, rule and regulation, and

with every lawful direction and order given by any public officer pursuant thereto.

We require that our tenants comply with the above. We rely on the inspections conducted by the City of Janesville and other governmental entities (if any) to ensure compliance with these requirements. This is true for all of Southern Wisconsin Regional Airport's tenants. The airport does conduct inspections of fuel farms as required by the FAA.

Furthermore, no tenant is given the right to be an exclusive provider of any service as stated in each lease as shown below.

ARTICLE 21 – LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

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

In addition, Article 38 reads as follows:

ARTICLE 38 – APPROVALS

LESSOR approvals required hereunder shall not be unreasonably withheld.

Recommendation – Approval of First Addendum to Lease Agreement between Southern Wisconsin Regional Airport and Burlington Development, Inc.

FIRST ADDENDUM
to
LEASE AGREEMENT
between
Southern Wisconsin Regional Airport, County of Rock, Wisconsin
and
Burlington Development, Inc.

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 Burlington Development, Inc., hereinafter called LESSEE, entered into a certain contract hereinafter called AGREEMENT, on the 17th, day of February 2020.

WHEREAS, LESSEE desires to change Article 9.1 Permitted Use to add Aircraft Sales and Aircraft Restoration and Refurbishing to their current use of Aircraft Storage; and,

WHEREAS, LESSEE desires to change Article 9.3 Hours of Operation to incorporate a requested variance to the hours of operation required for the aircraft restoration and refurbishing as follows:

ARTICLE 9 – USE

9.1 Permitted Use

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

9.3 Hours of Operation

LESSEE agrees to conform with the hours of operation set forth in the Minimum Requirements and Standards for Commercial Aeronautical Services at the Southern Wisconsin Regional Airport. Hours of operation shall not be reduced below the minimum without written consent of the Airport Director except during any period when the Airport is closed by any

lawful authority restricting the use thereto in such a manner as to interfere with the use of the same by the **LESSEE** for its business operation.

On January 25th, 2021 the Southern Wisconsin Regional Airport Board approved a request to grant a variance from the Airport Minimum Standards for Aircraft Restoration and Refurbishing, specifically to waive requirement 5.9(d) to keep the premises open and services available a minimum of eight (8) hours per day, five (5) days per week. LESSEE's restoration and refurbishing work is provided to LESSEE's own aircraft only and is not available to the general public.

ARTICLE 41 - AUTHORITY

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

_____ day of _____, 2021.

LESSOR
ROCK COUNTY, WISCONSIN

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

LESSEE

BY: _____
Gary Meisner
Burlington Development, Inc.