

County of Rock  
Public Works Department  
Highways  
Parks  
Airport



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## **A G E N D A**

Public Works Committee Meeting  
Tuesday, July 28, 2015 – 8:00 a.m.

Southern Wisconsin Regional Airport  
Voyager Room  
1716 W. Airport Rd.  
Janesville, WI 53546

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes of June 23, 2015
4. Citizen Participation, Communications, and Announcements
5. **ACTION ITEMS**
  - a. Approve Lease Agreement with Jetson Aviation, LLC
  - b. Discuss Request from T-hangar Tenant Matthew Spurgeon to Terminate his T-hangar Storage Agreement
  - c. Approve Bid from Krahn Painting to Repaint T-Hangar Building 6
  - d. Airport Accounts Receivables
6. **INFORMATION ITEMS**
  - a. **Project Update**
    - (1) Perimeter Road Update
    - (2) Terminal Building
7. Next Meeting Date
8. Adjournment

***Lease***  
***Agreement***  
***Between***  
***Southern Wisconsin***  
***Regional Airport***  
***County of Rock, Wisconsin***  
***And***  
***Jetson Aviation, LLC***

## Table of Contents

Article 1 – Premises .....	1
Article 2 – Term .....	2
Article 3 – Consideration .....	2
Article 4 – Improvements .....	3
Article 5 – Care, Maintenance and Repair of Premises and Improvements by Lessee .....	4
Article 6 – Access to Premises by County .....	6
Article 7 – Regulatory Signs .....	6
Article 8 – Utilities.....	7
Article 9 – Use .....	8
Article 10 – Assignment/Sub-Lease .....	8
Article 11 – Governmental Requirements .....	9
Article 12 – Quiet Enjoyment .....	9
Article 13 – Natural Disaster .....	9
Article 14 – Interruption .....	9
Article 15 – Indemnity and Hold Harmless .....	9
Article 16 – Sanitation .....	10
Article 17 – Benefits .....	10
Article 18 – Non-Waiver of Rights.....	10
Article 19 – Insurance .....	10
Article 20 – Non-Discrimination .....	11
Article 21 – Limitation of rights and Privileges Granted .....	11
Article 22 – Safety .....	12
Article 23 – Rights of Entry Reserved .....	12
Article 24 – Taxes .....	12
Article 25 – National Emergency .....	12
Article 26 – Subordination .....	12
Article 27 – Use of Airport .....	13
Article 28 – Snow Removal .....	13
Article 29 – Ingress and Egress .....	13
Article 30 – Failure to Pay Rent or Observe Lease Terms .....	13
Article 31 – Insurance of Improvements .....	13
Article 32 – Integration .....	14
Article 33 – Severability .....	14
Article 34 – Parking .....	15
Article 35 – County Reservation of Rights for Protection of Premises .....	15
Article 36 – Contractors .....	15
Article 37 – Time of the Essence .....	15
Article 38 – Approvals .....	15
Article 39 – Notice .....	15
Article 40 – Tenant List .....	15
Article 41 – Authority .....	16

**LEASE AGREEMENT**  
**between**  
**Southern Wisconsin Regional Airport**  
**and**  
**Jetson Aviation, LLC**

THIS MEMORANDUM OF AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_ 2015, by and between Rock County, a political subdivision of the State of Wisconsin, hereinafter designated as **LESSOR** and Jetson Aviation, LLC, hereafter referred to as **LESSEE**.

**W I T N E S S E T H :**

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 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** will engage in the business of Aircraft Storage as defined under "Minimum Requirements and Standards" for commercial aeronautical services at the Southern Wisconsin Regional Airport and the **LESSEE** for such purposes desires to lease said property and rights from said Rock County; and,

WHEREAS, **LESSEE** is willing to arrange for and obtain capital and investment necessary to construct or maintain certain hangars and other related facilities upon said premises provided by **LESSOR** under circumstances and arrangements favorable to the investment of private funds upon said premises for the promotion of aviation in Rock County.

NOW, THEREFORE, in consideration of the mutual undertakings, understanding, and agreements hereinafter set forth, the **LESSOR** and the **LESSEE** agree as follows:

**ARTICLE I - PREMISES**

1.1 Land

**LESSOR** does hereby lease, let and demise to **LESSEE**, the premises described in Exhibits "A" and "B" which are 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 - TERMS

### 2.1 Term of Lease

The term of this Lease, subject to earlier termination as hereinafter provided, shall be for the period of twenty-five (25) years commencing on \_\_\_\_\_ 2015, through \_\_\_\_\_, 2040. Between six months and one year prior to the expiration date of this Lease, **LESSEE** may request, in writing, that the **LESSOR** negotiate a new Lease with it. If timely notice is given to **LESSOR**, **LESSOR** shall meet with **LESSEE** in good faith to negotiate a new Lease.

## ARTICLE 3 - CONSIDERATION

### 3.1 Consideration

**LESSEE** agrees to pay to **LESSOR**, the sum of Three Thousand Six Hundred Fifty Dollars and 74/100s (\$3,650.74) per year for the use of leased PREMISES, representing a rental charge of (.1119) cents per square foot for 32,625 square feet of unimproved land (2015 rates) and the sum of Seven Thousand Seventy-three Dollars and 92/100s (\$7,073.92) per year for the use of leased PREMISES, representing a rental charge of (.1792) cents per square foot for 39,475 square feet of improved land (2015 rates). During the month of December, the annual rental charge shall be adjusted with said rental charge to be comparable to land rentals being charged for other airport LESSEES leasing land for hangar buildings at Southern Wisconsin Regional Airport.

### 3.2 Payment

As provided in Section 3.1, the rental charge shall begin on the execution of this lease. Payments in the amount of Eight Hundred Ninety-three Dollars and 72/100s (\$893.72) representing a total of Ten Thousand Seven-hundred Twenty-four dollars and 66\100s (\$10,724.66) per year shall be paid on/or before the first of each month.

### 3.4 Late Payments

Late payments of rental fees shall be subject to interest, thereon payable at the rate of one and one-half (1½) percent per month, until paid in full.

### 3.5 Renegotiation

The Airport Director shall be responsible for renegotiating the yearly rental charge on behalf of the **LESSOR**. Rental charge will be based on the Urban Rate of Inflation (CPI-U) and shall not exceed 4% annually, subject to final approval of the Public Works Committee.

### 3.6 Reexamination of Other Terms

During each rental fee negotiation period the parties shall meet, in good faith, to reexamine all of the terms of this Lease for the purpose of making fair and equitable adjustments of this Lease. Lease terms may be modified only through mutual agreement and arbitration is not applicable.

## ARTICLE 4 - IMPROVEMENTS

### 4.1 Definition

Improvements shall include construction, reconstruction, alteration, modification, additions, expansion and replacement of buildings, structures and facilities and shall also include landscaping.

### 4.2 Plans and Specifications

Plans and specifications for the construction of any improvements shall be submitted to the Airport Director for approval and no work shall commence until written approval therefrom is obtained. Plans and specifications shall be of sufficient detail so as to permit proper review thereof. In the event of disapproval, the Airport Director shall advise **LESSEE**, in writing, of the reasons therefor. The COUNTY may refuse to approve **LESSEE'S** plans and specifications for the construction of any improvement where it:

- (a) would interfere with air traffic.
- (b) would interfere with public users of the Airport.
- (c) would be incompatible with or violate the Airport Master Plan.
- (d) would not comply with applicable federal, state, or county laws, rules or regulations.
- (e) would not be compatible with the operations that **LESSEE** is authorized to conduct under this Lease.
- (f) would not be compatible with or would hinder Airport operation, development or expansion.
- (g) would not provide for the efficient and adequate drainage of surface water.

### 4.3 Construction Insurance Requirements

Prior to commencing construction of any improvement, **LESSEE** shall procure and submit proof of the following insurance coverage to the Airport Director for approval:

- (a) Builder's all risk insurance in the amount of the full value of improvement against loss or damage during the course of construction; and,
- (b) Liability insurance protecting **LESSEE** and COUNTY from claims of third persons for death, personal injury, or property damage arising during the course of construction of the improvements, in accordance with ARTICLE 19 of this Lease.

4.4 Ownership of Improvements

**LESSEE** shall own and retain title to all improvements placed upon PREMISES.

4.5 Construction Liens

**LESSEE**, in making improvements upon PREMISES, shall not grant permission for or permit any liens for labor or materials to attach thereto without the prior, written consent of COUNTY, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against PREMISES. In the event any involuntary lien attaches to PREMISES, **LESSEE** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow until the lien is discharged. Nothing contained herein shall prohibit **LESSEE** from financing improvements subject to a security lien thereon. However, **LESSEE** shall not permit any security lien to attach to the real estate upon which improvements are situated.

4.6 Unauthorized Improvements

Should **LESSEE** make any improvements without prior **LESSOR** approval, which are not satisfactory to **LESSOR**, then, upon written notice to do so, **LESSEE** shall remove the same or, at the option of **LESSOR**, cause the same to be changed, modified or reconstructed to the satisfaction of the **LESSOR**. Should **LESSEE** fail to comply with such notice within thirty (30) days of receipt thereof, or should **LESSEE** commence to comply therewith and fail to pursue such work diligently to completion, **LESSOR** may effect the removal, change, modification or reconstruction thereof, and **LESSEE** shall pay the cost thereof to **LESSOR**, upon demand.

**ARTICLE 5 - CARE, MAINTENANCE AND REPAIR OF PREMISES  
AND IMPROVEMENTS BY LESSEE**

5.1 General Requirements

**LESSEE** shall be solely responsible for the entire cost and expense of the care, maintenance and repair of PREMISES, including all improvements thereon, whether pre-existing or place thereon by **LESSEE**, whether such work be ordinary, extraordinary, structural or otherwise, from any cause, and of any nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease.

5.2 Specific Requirements

**LESSEE** shall, at all times:

- (a) Keep PREMISES and improvements and personal property thereon, in a clean, neat and sanitary condition.
- (b) Provide and maintain on PREMISES all obstruction, ramp and parking lights owned by **LESSEE** and any safety devices required by Federal, State or COUNTY laws, rules or regulations.
- (c) Repair any damage arising from the operations of **LESSEE** to the paving or other surface of PREMISES or Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.

- (d) Take measures to prevent erosion, including planting and replacing of grasses on portions of PREMISES not paved or built upon, keep such area free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6) inches.
- (e) Maintain and repair all utility lines and equipment placed upon PREMISES.
- (f) Maintain improvements and perform all repair work in accordance with Federal, State and COUNTY laws, rules and regulations.

### 5.3 Time Requirements for Repairs

**LESSEE** shall have thirty (30) days from the date on which the condition arose to repair any minor damage to PREMISES and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to PREMISES. As used herein, minor damage shall be damage to PREMISES or improvements which would cost Five Hundred (\$500) Dollars or less to repair, and major damage shall be damage to PREMISES or improvements which would cost in excess of Five Hundred (\$500) Dollars to repair. **LESSEE**, for good cause, may request from the Airport Director an extension of time to complete major repairs.

### 5.4 Default by LESSEE

In the event **LESSEE** fails to care for, maintain or repair PREMISES or improvements within the time provided for, or if no time is provided for, within a period of thirty (30) days following receipt of written notice, to do any such work required by this Lease, or upon commencement thereof, fails to diligently continue to completion any such work, **LESSOR** may, at its option, and in addition to any remedies otherwise available to it, enter PREMISES, without such entering causing or constituting a cancellation of this Lease or an interference with possession of PREMISES, and care for, maintain or repair all or any part of PREMISES or improvements, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to **LESSOR** by **LESSEE**, on demand. Furthermore, should **LESSOR** undertake any work hereunder, **LESSEE** waives any claims for damages, consequential or otherwise, against **LESSOR** as a result therefrom, except claims for damages arising from the **LESSOR'S** sole negligence. The foregoing shall in no way affect or alter the obligations of **LESSEE** as set forth in this Lease and shall not impose or be construed to impose upon **LESSOR** any obligations to care for, maintain or repair PREMISES or improvements.

### 5.5 Termination

If **LESSEE** shall violate any of the provisions or covenants of this lease and shall fail to keep any of the same after written notice to cease such violation and shall fail to correct such violation within sixty (60) days after such notification, the **LESSOR** may, if it so elects, terminate this lease and take possession of the premises. In the event of such termination, title to the buildings located on the lease premises shall remain in the **LESSEE** and shall be subject to any outstanding financial arrangements which **LESSEE** may have made not inconsistent with this contract.

Such termination shall not take place until after fifteen (15) days written notice has been given to any tenant of the **LESSEE** occupying more than fifty percent (50%) of the leased premises, and to any mortgagee of the leasehold who shall have given written notice to **LESSOR** of such mortgage. Furthermore, if the violation by the **LESSEE** is of a nature which the mortgagee cannot cure until after title to the leasehold has been acquired,



termination of this agreement shall not take place until after the foreclosure by the mortgagee has been completed.

- a. **LESSOR** may cancel this lease in the event that **LESSEE** or any sub-**LESSEE**, assignee or successor shall:
- (1) Be in arrears for a period of thirty (30) days or more in the payment of the whole or any part of the rent or fees agreed upon herein, provided that **LESSOR** shall give written notice of any default in rent payments within ten (10) days after such payments are due to **LESSEE** or any tenant of **LESSEE** occupying more than fifty percent (50%) of the leased premises and to any mortgagee of the leasehold providing that such sub-**LESSEE** or mortgagee shall have given written notice to **LESSOR** of its interest in the premises;
  - (2) File a voluntary petition in bankruptcy;
  - (3) Make a general assignment for the benefit of creditors;
  - (4) Abandon the demised premises;
  - (5) Fail to replace any buildings or improvements which have been destroyed by fire, explosion, etc., within six (6) months from the date of such destruction.

In any of the aforesaid events, **LESSOR** may take immediate possession without being deemed guilty of trespassing. Upon said entry, this lease shall terminate and any rental due hereunder shall be payable to said time of termination.

#### **ARTICLE 6 - ACCESS TO PREMISES BY LESSOR**

**LESSEE** agrees to and shall permit **LESSOR**, and the State of Wisconsin and United States Government to send their representatives and employees onto PREMISES and into any improvements thereon, for the purpose of an inspection thereof. In non-emergency situations, **LESSEE** shall be provided with reasonable, advance notice of an inspection if **LESSEE** is available to receive such notice.

#### **ARTICLE 7 - REGULATORY SIGNS**

**LESSEE**, at no charge, shall permit **LESSOR** to place such regulatory signs on PREMISES as **LESSOR** shall deem appropriate, at **LESSOR** cost and expense, but under no conditions shall said sign be attached to any building. **LESSEE** shall not place or erect any signs on or about PREMISES without the prior, written approval of the Airport Director.

## ARTICLE 8 - UTILITIES

### 8.1 Payment

**LESSEE** shall pay for all utilities, including electric, gas, telephone, sanitary/sewer and water service. **LESSEE** shall connect directly with a source of electric power from Alliant Energy. **LESSOR** may require all utility pipes, wires and conduits to be underground. **LESSOR** will provide access to sewer and water to the property line of the leased premises.

### 8.2 Responsibility

**LESSEE** shall be responsible for connection/extension of sewer/water services from the lease line to the point of service. **LESSEE** shall also be responsible for all charges to the various utility providers for all services provided.

### 8.3 General Requirements

- (a) **LESSEE** shall be at all times subject to and shall fully and timely abide by any and all water, sewerage, wastewater, utility and other applicable Federal, State, County and City statutes, ordinances, codes, regulations, rules, promulgations, mandates, edicts, orders and other lawful requirements of whatsoever kind or nature, as from time to time amended (hereinafter collectively referred to as Laws).
- (b) In the event **LESSEE** fails to act in accord with any Laws, **LESSEE** shall be fully responsible for any and all costs of any City and/or County remedial activities necessary and/or desirable to abate the non-conformity and/or violation and effectuate compliance. This responsibility specifically includes repayment to the County of any costs of remedial activities the County is initially required to pay pursuant to an Agreement between the City and County for **LESSEE**'s failure to act in accord with said Laws.
- (c) **LESSOR** acknowledges and concurs that the City of Janesville has the right, without the necessity for prior or subsequent notice to any person, to suspend, terminate, block, discontinue, re-route and otherwise interfere with or affect their water and sewerage mains and related appurtenances in order to timely comply with any and all lawful orders and directives of agencies (including the City's) pertaining to said mains, appurtenances and/or water and/or wastewater utilities. In the event the City must take such action, **LESSEE** acknowledges that neither the City nor the County shall be liable to **LESSEE** for any damages resulting from said action.
- (d) **LESSEE** acknowledges and concurs that **LESSEE** shall not be permitted to connect to the City's water and sewerage mains and related appurtenances without first applying for and obtaining all necessary permits and/or approvals required by law.

## ARTICLE 9 - USE

### 9.1 Permitted Use

**LESSEE** is to use the PREMISES primarily for aircraft storage, **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.

### 9.2 Just Service

**LESSEE** in the conduct of its authorized aeronautical business activities on said demised premises and or said Airport, shall furnish good, prompt and efficient service adequate to meet the demands for its service at the Airport, and shall furnish such service on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair reasonable, and not unjustly discriminatory prices for each unit of sale or service, provided, however, that **LESSEE** shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

### 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.

### 9.4 Changed Use

Any change in the use of PREMISES must have the prior written approval of the Public Works Committee or be a material breach of this Lease.

### 9.5 Prohibited use

**LESSEE** is limited to the use described in the Minimum Standards for Commercial Aeronautical Services for the Southern Wisconsin Regional Airport, use includes: aircraft storage.

## ARTICLE 10 - ASSIGNMENT/SUB-LEASE

It is agreed this Lease can be assigned to a closed corporation, wholly owned by hangar owners. However, **LESSEE** shall not assign this Lease nor sublet PREMISES, or any part thereof, other than as provided for in this Article or in Article 9.1, without the prior, written approval of the Public Works Committee. Approval shall not be unreasonably withheld.

## **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.

## **ARTICLE 12 - QUIET ENJOYMENT**

**LESSOR** covenants and agrees, so long as **LESSEE** shall duly and punctually perform and observe all the terms and conditions hereof, that **LESSEE** shall peaceably and quietly have, hold and enjoy PREMISES, subject to the right of **LESSOR** to inspect PREMISES, and exercise other rights provided and reserved to it herein.

## **ARTICLE 13 - NATURAL DISASTER**

**LESSEE'S** obligations during the term of the Lease shall neither abate not be suspended by virtue of any damage to PREMISES or improvements resulting from any natural disaster, except that if the Airport's runways or navigational equipment are damaged to such extent that **LESSEE** cannot fly aircraft in or out of the Airport due to such damage for a continuous period existing for thirty (30) days, the rent shall abate for the entire period **LESSEE** cannot fly aircraft in or out of the Airport. Rental Abatement, if applicable, shall be computed by multiplying the total yearly rental charge by a number, the numerator of which is equal to the number of whole days that **LESSEE** cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

## **ARTICLE 14 - INTERRUPTION**

**LESSOR** shall not be liable to **LESSEE** for any interruption in the use or enjoyment of PREMISES by reason of any damage to PREMISES or improvements, unless such damage is the direct result of an action by a **LESSOR** employee performing a duty or task for the **LESSOR**, and, in that event, **LESSOR** shall be liable only for the costs of repair. The rental charges shall not abate unless a building or structure is damaged by a **LESSOR** employee, performing a duty or task for the **LESSOR**, to such extent that it is unusable. In that event, the rental charge shall abate for the period it is unusable, and computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

## **ARTICLE 15 - INDEMNITY AND HOLD HARMLESS**

**LESSEE** does hereby agree that he will, at all times during the initial term of this Lease, and any extended term of this Lease, indemnify and hold harmless **LESSOR**, 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 PREMISES or as a result of incidents occurring on PREMISES or as a result of any operations, works, acts or omission performed on PREMISES or the Airport by **LESSEE**, his employees, agents or representatives, or resulting from **LESSEE'S** failure to perform or observe any of the

terms, covenants and conditions of this Lease to be performed by **LESSEE** 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 **LESSOR**, Public Works Committee or any officers, employees, agents or representatives thereof.

#### **ARTICLE 16 - SANITATION**

**LESSEE** will provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at its cost and expense. **LESSEE** shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on **PREMISES**. The piling of boxes, cartons, drums, cans, parts or other similar items on or about **PREMISES**, outside of an enclosed building or structure is strictly prohibited.

#### **ARTICLE 17 - BENEFITS**

The terms and conditions hereof shall inure to the benefit of the parties and be binding upon their successors.

#### **ARTICLE 18 - NON-WAIVER OF RIGHTS**

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

#### **ARTICLE 19 - INSURANCE**

**LESSEE** shall procure and maintain, during the entire term of this agreement, and any extension hereof, a public general liability insurance policy, with **LESSOR** and Public Works Committee listed as additional insured in order to protect them. Said policy shall also contain an endorsement providing contractual liability coverage for the protection of the parties hereto under the Indemnity and Hold Harmless provision of this Lease. Said policy must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department thereof. Public liability coverage shall be provided, at all times, with coverage of a minimum of One Million (1,000,000) Dollars per person, and occurrence and property damage in the amount of Two Hundred Fifty Thousand (\$250,000) Dollars per occurrence. **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing to Airport Director, for approval. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, **LESSOR** may declare this Lease null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of this Lease. **LESSOR** reserves the right to increase the minimum liability insurance requirement set forth herein upon furnishing thirty (30) days advance, written notice to **LESSEE**, whenever **LESSOR** minimum standards for the Airport covering **LESSEE'S** operations hereunder shall adopt or increase a

minimum insurance requirement, and **LESSEE** shall comply with said request, upon being given reasonable advance, written notice thereof, or be considered in material default of this Lease.

## **ARTICLE 20 - NON-DISCRIMINATION**

### 20.1 Non-Discrimination

**LESSEE**, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant, as a covenant running with the land, and agrees that:

- (a) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of PREMISES;
- (b) That in the construction of improvements and the furnishing of services, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
- (c) That **LESSEE** shall use PREMISES in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; and,
- (d) That **LESSEE** shall comply with all other Federal, State or Local laws, rules and regulations and lawful orders issued pursuant thereto governing discrimination and Affirmative Action.

### 20.2 Affirmative Action

The **LESSEE** assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The **LESSEE** assures that no person shall be excluded in these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The **LESSEE** assures that it will require that its covered sub-organizations provide assurances to the **LESSEE** that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152 Subpart E, to the same effect.

## **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.

## ARTICLE 22 - SAFETY

**LESSEE** shall provide all necessary safety equipment and apparatus in and on its buildings and structures as are required by any existing or future Federal, State and Local laws, rules and regulations. **LESSEE** agrees to observe and obey all applicable existing and future Federal, State and Local safety related laws, rules or regulations with respect to use and operation of PREMISES and to require his agents, employees, contractors, and suppliers to obey the same. **LESSOR** reserves the right to deny access to the Airport and its facilities to any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any inconsistency therein, the order of priority thereof shall be: federal, state and then local.

## ARTICLE 23 - RIGHTS OF ENTRY RESERVED

**LESSOR**, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit or for the benefit of other than **LESSEE** at the Airport, to maintain existing and install future utility, mechanical, electrical and other systems and the right to enter upon PREMISES at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of **LESSOR**, be necessary or advisable, and use PREMISES for access therefore to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such rights, **LESSOR** shall not unreasonably interfere with the use and occupancy of PREMISES by **LESSEE**. It is specifically understood and agreed that the reservation of such right by **LESSOR** shall not impose or be construed to impose upon **LESSOR** an obligation to construct, install, repair, replace or alter any utility service lines now or thereafter to be located on PREMISES for the purposes of providing utility services to PREMISES.

## ARTICLE 24 - TAXES

**LESSEE** shall promptly pay all taxes due and owing, including those on personal property, as may be levied by COUNTY or any other governmental unit.

## ARTICLE 25 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, **LESSOR** shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin Governments for military or National Guard use, and, in such event the provisions of this Lease, insofar as they are inconsistent with the provision of any lease to any such unit of government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the value of the Leasehold.

## ARTICLE 26 - SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the **LESSOR** and the United States or State of Wisconsin Governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of Federal or State funds for the benefit of the Airport.

## **ARTICLE 27 - USE OF AIRPORT**

**LESSEE** shall have the right, in common with other authorized users, to use common areas of the Airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

## **ARTICLE 28 - SNOW REMOVAL**

**LESSEE** shall be responsible for removal of snow from sidewalks and up to two feet in front of hangar door. **LESSOR** shall be responsible for the removal of snow from the runways, taxiways, ramps and parking lots. **LESSOR** shall incur no liability to **LESSEE** by reason of any failure on the part of **LESSOR** to remove snow from the runways, taxiways, ramps on parking lots, providing **LESSOR** has made a good faith effort to do so.

## **ARTICLE 29 - INGRESS AND EGRESS**

**LESSEE** shall, at all times, have the full and free right of ingress and egress to and from PREMISES and the common areas of the Airport for **LESSEE**, and its employees, guests and other invites. Such right shall also extend to persons or parties supplying materials or furnishing services to **LESSEE**. **LESSEE** shall not park any vehicle or aircraft on any taxiway or runway, or cause or permit any such act. **LESSEE** shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from PREMISES for any vehicle. **LESSEE** may use the ramp area for access until such time as an access road is constructed.

## **ARTICLE 30 - FAILURE TO PAY RENT OR OBSERVE LEASE TERMS**

Failure on the part of **LESSEE** to pay any of the rent due and owing under the terms of this Lease or observe any of the other terms of this Lease shall be addressed as provided for under Wisconsin Statutes. In the event of any Lease termination, ownership of improvements will be as stated in Article 4, Section 4.6 and **LESSEE** shall have One Hundred Twenty (120) days to remove hangar complex and personal property and to restore site to original condition.

## **ARTICLE 31 - INSURANCE OF IMPROVEMENTS**

To safeguard the interest and property of **LESSOR**, **LESSEE**, at its sole expense, shall procure and maintain throughout the term of this Lease, and any extension thereof, insurance protection, with COUNTY and Public Works Committee listed as additionally insured in order to protect them, on all improvements existing at the beginning of the Lease term and all improvements constructed by **LESSEE** on PREMISES, to the extent of one hundred (100%) percent of the insurable replacement value thereof, through insurance companies licensed to do business in the State of Wisconsin. The insurance policy shall provide thirty (30) days advance, written notice of cancellation or material change therein by registered mail to the Airport Director and have a deductible amount not to exceed Ten Thousand (\$10,000) Dollars per occurrence. **LESSEE** shall provide a Certificate of the required insurance, prior to the commencement of this Lease, or if no insurable improvements exist at the commencement hereof, prior to the lapse of the Builder's All Risk Insurance policy provided for elsewhere in this Lease. If **LESSEE** fails to maintain such insurance, **LESSOR**, at its option, may take out such



insurance and charge the cost thereof to **LESSEE**, or may declare this Lease null and void as of the date there was no valid policy of insurance in effect.

Should any improvements on PREMISES, insurable or uninsurable, be damaged to the extent that they are not usable or destroyed (except for damage or destruction caused by **LESSEE**), **LESSEE** shall have the election of repairing or reconstructing the improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Public Works Committee or not to reconstruct the improvement. **LESSEE** shall notify **LESSOR** of his election within sixty (60) days after the occurrence of the casualty or the adjustment of the claim, whichever is later. In the event of damage or destruction to improvements on PREMISES, **LESSOR** shall have no obligation to repair, replace or rebuild the improvements or any fixtures, equipment or other personal property installed by **LESSEE** on PREMISES pursuant to this Lease. Nothing contained herein shall be deemed to release **LESSEE** from any of his repair, maintenance or building obligations under this Lease. In the event **LESSEE** elects to repair, replace or rebuild as aforesaid, during the period thereof, rental fees provided for in this Lease shall be proportionately abated from the date of loss until the same is repair, restored or rebuilt, provided **LESSEE** does not use said damaged PREMISES or the location thereof for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by **LESSOR**. **LESSEE** agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond **LESSEE'S** control.

If **LESSEE** shall not elect to repair, replace or rebuild the damaged improvements, **LESSEE** shall, at his own cost and expense, remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1) foot below the grade thereof and restore the surface to a level condition at its original elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and **LESSEE'S** and **LESSOR'S** un-accrued obligations hereunder shall cease. If **LESSEE** does not elect to repair, replace or rebuild the damaged improvements within the before referenced sixty (60) day period of time, **LESSEE** shall have been deemed to elect not to repair, replace or rebuild the damaged improvements, **LESSOR** may elect to restore PREMISES to their original condition at the cost and expense of **LESSEE** and this Lease shall be deemed terminated. **LESSEE**, for his own protection, may separately insure any fixtures, equipment and personal property.

#### **ARTICLE 32 - INTEGRATION**

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

#### **ARTICLE 33 - SEVERABILITY**

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that it is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice **LESSOR** or **LESSEE** in their respective rights and obligations contained in the valid remaining covenants, conditions or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

**ARTICLE 34 - PARKING**

LESSEE, at all times, shall park all vehicles used in connection with its operations wholly on LESSEE'S PREMISES or in the public parking lots at the Airport.

**ARTICLE 35 - COUNTY RESERVATION OF RIGHTS  
FOR PROTECTION OF PREMISES**

LESSOR reserves the right to further expand, develop or improve the runways and taxiways at the Airport as it sees fit, and the right to take any action it considers necessary for the protection of the aerial approaches to the Airport from obstruction. LESSOR may prevent LESSEE from erecting or permitting the erection of any improvements on PREMISES which, in LESSOR'S opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

**ARTICLE 36 - CONTRACTORS**

LESSEE shall only employ and use contractors who comply with all applicable existing and future Federal, State and Local laws, rules and regulations for the improvement of PREMISES.

**ARTICLE 37 - TIME OF THE ESSENCE**

Time is of the essence in each and every provision of this Lease.

**ARTICLE 38 - APPROVALS**

LESSOR approvals required hereunder shall not be unreasonably withheld.

**ARTICLE 39 - NOTICE**

Any notice required to be given in this Lease by either party is to be by registered mail with return receipt or by personal service. Notice to LESSOR shall be sent, delivered to or served upon the Airport Director, 1716 W. Airport Rd. Suite 100, Janesville, Wisconsin 53546. Notice to LESSEE shall be sent, delivered to or served upon LESSEE at Jetson Aviation, LLC, 703 Airport Rd., Burlington, Wisconsin 53105. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party.

**ARTICLE 40 - TENANT LIST**

Annually, the LESSEE will provide the LESSOR (marked Attention: Airport Director), a list of the names, addresses and telephone numbers for each occupant in the hangar. If this lease is assigned to a closed corporation, as provided for in Article 10, a list of the names, addresses and telephone numbers of corporate officers will be provided at the same time as the above information.

**ARTICLE 41 - AUTHORITY**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**LESSOR'S Seal LESSOR**  
ROCK COUNTY, WISCONSIN

BY: \_\_\_\_\_  
Ronald D. Burdick  
Airport Director

**LESSEE'S Seal LESSEE**

BY: \_\_\_\_\_  
Jetson Aviation, LLC

# Exhibit "A" LEASE EXHIBIT OF

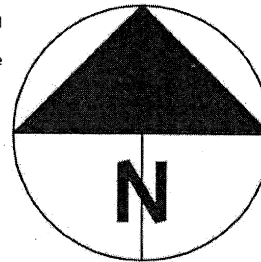
PART OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 23,  
T. 2 N., R. 12 E. OF THE FOURTH P.M., CITY OF  
JANESVILLE, ROCK COUNTY, WISCONSIN

DESCRIBED AS FOLLOWS:

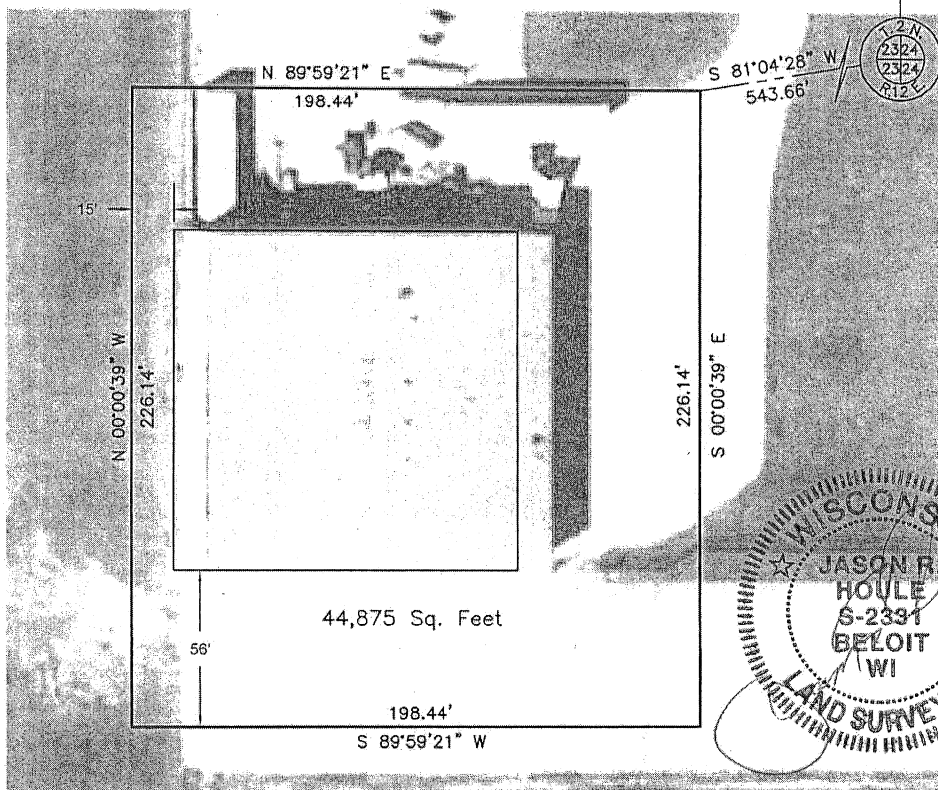
PART OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 23, T. 2 N., R. 12 E. OF  
THE FOURTH P.M., CITY OF JANESVILLE, ROCK COUNTY, WISCONSIN

Commencing at the Northeast corner of Section 23 aforesaid;  
thence South 0°34'27" East along the Northeast-quarter of said Section 2650.41  
feet to the East-quarter corner of said Section;  
thence South 81°04'28" West 543.66 feet to the Point of Beginning for the lease  
area described;  
thence South 00°00'39" East 226.14 feet;  
thence South 89°59'21" West 198.44 feet;  
thence North 00°00'39" West 226.14 feet;  
thence South 89°59'21" East 198.44 feet to the Point of Beginning.

Containing 44,875 square feet, more or less.



2650.41'  
S 00°34'27" E



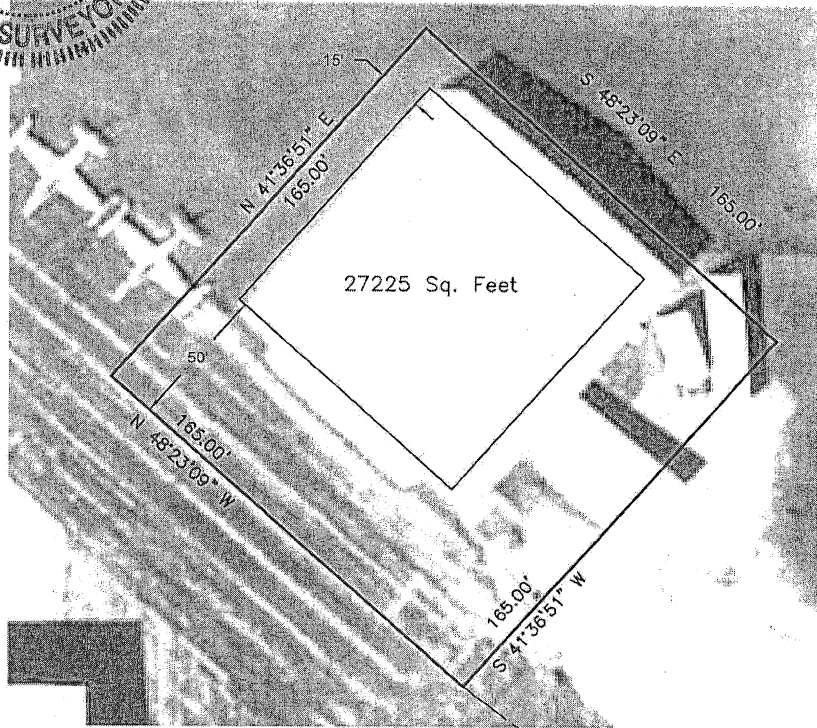
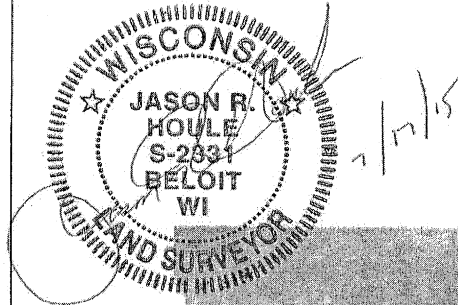
PROJECT NO. 2015R023  
FOR: ROCK CO. AIRPORT  
DATE: JULY 17, 2015  
SHEET 1 OF 1

**ROCK COUNTY  
SURVEYORS OFFICE**

COURTHOUSE BUILDING  
51 S. MAIN STREET - JANESVILLE, WI. 53545  
PH. 608-757-5658

# "Exhibit B" LEASE EXHIBIT OF

PART OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 23,  
T. 2 N., R. 12 E. OF THE FOURTH P.M., CITY OF  
JANESVILLE, ROCK COUNTY, WISCONSIN



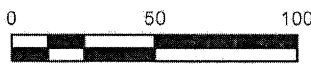
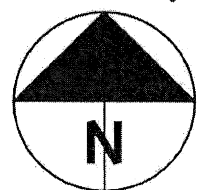
S 00°34'27" E  
2650.41'

DESCRIBED AS FOLLOWS:

PART OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 23, T. 2 N., R. 12 E. OF  
THE FOURTH P.M., CITY OF JANESVILLE, ROCK COUNTY, WISCONSIN

Commencing at the Northeast corner of Section 23 aforesaid;  
thence South 0°34'27" East along the Northeast-quarter of said Section 2650.41  
feet to the East-quarter corner of said Section;  
thence North 52°02'58" West 568.48 feet to the Point of Beginning for the lease  
area described;  
thence North 48°23'09" West 165.00 feet;  
thence North 41°36'51" East 165.00 feet;  
thence South 48°23'09" East 165.00 feet;  
thence South 41°36'51" West 165.00 feet to the Point of Beginning.

Containing 27,225 square feet, more or less.



PROJECT NO. 2015RO23  
FOR: ROCK CO. AIRPORT  
DATE: JULY 17, 2015  
SHEET 1 OF 1

**ROCK COUNTY  
SURVEYORS OFFICE**

COURTHOUSE BUILDING  
51 S. MAIN STREET - JANESVILLE, WI. 53545  
PH. 608-757-5658



Public Works Committee Chairperson Bussie,

My name is Matthew Spurgeon, and I have been the tenant of **hanger 39 at the Janesville Airport** since 2012. I'm writing to request/propose an early termination agreement due to an employment transfer that will require me and my family to move to Indiana in June. If possible, I would like this request to be placed on the **June 23 Public Works Committee Meeting agenda**. Normally, I would attend the meeting to state my case in person, but I will already have started working in Indiana at the time of this meeting. Therefore, I will not be able to attend.

A number of things have happened in the past 6-7 months that have caused me to request early termination of this lease. First, my wife and I welcomed twin girls in December of 2014 to add to our 2-year-old daughter. While this was a great blessing, one of our girls had major surgery 2 days after birth and spent 8 days in the NICU before we were able to bring her home. Everyone is doing great now, but you can imagine the cost of a surgery and NICU stay.

Secondly, as stated above, I will be moving to Indiana to transfer with the same company from my current job in Stoughton, Wisconsin. If I knew about this need for a move late last year, I would have sent notification before the Jan. 2015 deadline. However, at that time I was unaware of any need or expectation to move in 2015.

Finally, the financial strain of NICU time and moving expenses along with the lack of time to fly taking care of 3 kids under 3 has led me to sell my airplane. Therefore, I no longer have need for a hanger, obviously.

I fully understand that under the current lease agreement I am obliged to pay my current rental rate until the end of 2015, so I am asking for a bit of mercy to be let out early. I am currently paid in full through the month of June 2015. I would like to propose an "early buyout agreement" to the committee as a request to be released from the current lease agreement while still providing the airport a portion of the original lease payment agreement.

I propose that I pay the full monthly rate for the next two months (July and August of 2015). I would then agree to fully vacate the hanger starting on July 1, 2015 and be released from the current lease agreement. This will guarantee payment for two months while the hanger is vacant, but allow JVL airport to market the hanger as available immediately starting in July instead of waiting until winter. I hope that this is a reasonable compromise that will be considered based on my good payment track record and current unexpected situation. Again, I'm not trying to imply that the agreement wasn't clear or that I was tricked into signing anything. I fully understood that this was a risk in signing this lease agreement. I'm simply asking for some relief from the original agreement given our situation.

I appreciate your time and consideration in this matter, as well as the opportunity to lease the hanger space from a quality airport like KJVL during my time in Wisconsin. If you have any questions or concerns, please feel free to call or email me. Again, I apologize to the committee for not being able to be there in person for this meeting.

Best regards,

Matthew Spurgeon

(219) 863-6540  
408 W Prospect St  
Stoughton, WI 53589  
spurge157@gmail.com

**Forwarding address:**  
935 Westlake Hills Dr.  
Columbus, IN 47201

ROCK COUNTY, WISCONSIN  
FINANCE DIRECTOR

PURCHASING DIVISION  
PHONE (608) 757-5515  
FAX (608) 757-5539



**BID SUMMARY**

PROJECT NUMBER 2015-45  
PROJECT NAME BLUE HANGAR PAINTING  
BID DUE DATE JULY 8, 2015 - 1:30 P.M.  
DEPARTMENT DPW - SOUTHERN WISCONSIN REGIONAL AIRPORT

	KRAHN PAINTING BRISTOL, WI	UNLIMITED DECORATING MADISON, WI	J VAN HORN PAINTING MILTON, WI	HOWARD GROTE & SONS McFARLAND, WI	TMI COATINGS ST. PAUL, MN
BASE BID	\$ 8,725.00	\$ 12,676.00	\$ 15,680.00	\$ 29,957.00	\$ 38,000.00
BASE START DATE	August 17, 2015	August 15, 2015	August 12, 2015	August 24, 2015	August 1, 2015
BASE COMPLETION	September 4, 2015	September 15, 2015	September 10, 2015	September 21, 2015	September 15, 2015
Addenda Received	Yes	YES	YES	YES	YES

Invitation to Bid was advertised in the Beloit Daily News and on the Internet. Three additional vendors were solicited that did not respond.

PREPARED BY: Alan Dransfield  
SENIOR BUYER

DEPARTMENT HEAD RECOMMENDATION: Krahn Painting

Robert B. ...  
SIGNATURE

DATE

GOVERNING COMMITTEE APPROVAL:

CHAIR VOTE DATE