

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



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

**AGENDA**  
**Public Works Committee Meeting**  
**Tuesday, November 26, 2013 at 8:00 a.m.**

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

**Please Note Time  
&  
Location**

**Please Note Time  
&  
Location**

1. Call to Order at 8:00 a.m.
2. Approval of Agenda
3. Approval of Minutes October 16, 2013
4. Citizen Participation, Communications, and Announcements

**AIRPORT BUSINESS**

5. **Action Items**

- a. Vouchers/Bills/Encumbrances/Pre-Approved Encumbrance Amendments/Transfers
- b. Consider Second Addendum to Lease Agreement between County of Rock, Wisconsin and the Swiss Colony, Inc. for Premises located at Southern Wisconsin Regional Airport
- c. Consider Third Addendum to Lease Agreement between County of Rock, Wisconsin and SC aviation, Inc. for Premises located at Southern Wisconsin Regional Airport
- d. Consider Rental Agreement between Southern Wisconsin Regional Airport, County of Rock, Wisconsin and James C. Felland, an Individual
- e. Airport Accounts Receivables

6. **Information Items**

- a. Project Updates:
  - 1) 14/32 Runway Joint Sealing
  - 2) Terminal Expansion Project

7. Next Meeting Date for December 2013

8. Adjournment

**Second Addendum to Lease Agreement**  
**between**  
**County of Rock, Wisconsin**  
**and**  
**The Swiss Colony, Inc**  
**for Premises located at Southern Wisconsin Regional Airport**

This Second Addendum to Lease Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 2013 (the "Effective Date"), by and among the COUNTY OF ROCK, WISCONSIN, a municipal corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter referred to as "LESSOR"); COLONY BRANDS, INC. (f/k/a THE SWISS COLONY, INC.), a Wisconsin corporation (hereinafter referred to as "Colony"); and SC AVIATION, INC., a Wisconsin corporation (hereinafter referred to as "SC Aviation").

RECITALS:

A. LESSOR (as landlord) and Colony (as tenant) entered into a Lease Agreement dated August 24, 1999, as amended by a First Addendum to Lease between LESSOR and Colony executed in January 2009 (collectively, the "Lease", any capitalized terms used but not defined herein being used as therein defined unless the context otherwise requires), demising the Premises located at Southern Wisconsin Regional Airport (f/k/a Rock County Airport), which Premises have a street address of 4120 South Discovery Drive, Janesville, Wisconsin 53546.

B. Colony wishes to assign, transfer and convey to SC Aviation, and SC Aviation wishes to receive an assignment, transfer and conveyance of, all of Colony's rights, title and interest as LESSEE under and to the Lease and all of Colony's rights, title and interest in and to the aircraft hangar situated upon the Premises; and Colony and SC Aviation wish to have LESSOR consent to such assignment and transfer as set forth below.

Now, therefore, in consideration of the mutual promises set forth hereinbelow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Colony hereby assigns, transfers and conveys to SC Aviation all of Colony's rights, title and interest in and to (i) the Lease and the Premises and (ii) that certain subsisting aircraft hangar situated upon the Premises. SC Aviation hereby accepts such assignment, transfer and conveyance and assumes all of the obligations and duties of Colony under the Lease, and agrees to be fully bound as the LESSEE under the Lease.

2. LESSOR hereby (i) consents to Colony's assignment and transfer of the Lease to SC Aviation as set forth above, (ii) agrees to recognize SC Aviation hereafter as the LESSEE under the Lease, and (iii) releases and discharges Colony from any further obligations or liabilities whatsoever under or in connection with the Lease.

3. LESSEE'S address for notices pursuant to "ARTICLE 39 - NOTICE" of the Lease shall hereafter be as follows: SC AVIATION, INC., 4120 South Discovery Drive, Janesville, Wisconsin 53546, with a copy of any such notice to LESSEE being also required to be concurrently sent in the manner specified in the Lease to Jeffrey R. Surlas, Esq., Colony Brands, Inc., 1112 7th Avenue, Monroe, Wisconsin 53566.

4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto. Copies of this Agreement, as executed by any party hereto and delivered by facsimile or e-mail to the other party hereto, shall be deemed to be original counterparts for all purposes.

5. Except as otherwise expressly set forth herein, the Lease remains unmodified and in full force and effect.

In witness whereof, the parties hereto have executed and delivered this Agreement as of the Effective Date.

LESSOR:  
  
COUNTY OF ROCK, WISCONSIN

COLONY BRANDS, INC. (f/k/a THE  
SWISS COLONY, INC.), a Wisconsin  
corporation

By: \_\_\_\_\_  
Kurtis Yankee, Chair  
Rock County Public Works Committee

By: \_\_\_\_\_  
Name:  
Title:

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

SC AVIATION, INC.,  
a Wisconsin corporation

By: \_\_\_\_\_  
Lorena R. Stottler, Rock County Clerk

By: \_\_\_\_\_  
Ernest Grainger, President

**Third Addendum to Lease Agreement**  
**between**  
**County of Rock, Wisconsin**  
**and**  
**SC Aviation, Inc**  
**for Premises located at Southern Wisconsin Regional Airport**

This Third Addendum to Lease Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 2013 (the "Effective Date"), 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 "LESSOR"); and SC AVIATION, INC., a Wisconsin corporation (hereinafter referred to as "LESSEE").

RECITALS:

A. LESSOR (as landlord) and LESSEE (as tenant) are parties to a Lease Agreement dated August 24, 1999, as amended by a First Addendum to Lease executed in January 2009, and as further amended by a Second Addendum to Lease dated as of \_\_\_\_\_, 2013 (collectively, the "Lease", any capitalized terms used but not defined herein being used as therein defined unless the context otherwise requires), demising the Premises located at Southern Wisconsin Regional Airport (the "Airport"), which Premises have a street address of 4120 South Discovery Drive, Janesville, Wisconsin 53546 (hereinafter sometimes referred to as the "Original Premises").

B. LESSEE is as of the Effective Date purchasing and acquiring from Tech-Air Partnership an aircraft hangar situated upon other land of LESSOR located at the Airport more particularly described in Exhibit 1 attached hereto (hereinafter referred to as the "Additional Premises") consisting of 12,450 square feet of unimproved land and 7,125 square feet of improved land, and LESSEE wishes for LESSOR to agree to amend the Lease to expand the Premises to include the Additional Premises as set forth hereinbelow.

Now, therefore, in consideration of the mutual promises set forth hereinbelow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Premises demised pursuant to the Lease shall hereafter be deemed to include not only the Original Premises, but also the Additional Premises. The demise to LESSEE of the Additional Premises shall be subject to the same terms and conditions as set forth in the Lease with respect to the Original Premises except that the total annual rental charge for the Additional Premises shall be Two Thousand Six Hundred Sixty-Nine and 96/100 Dollars (\$2,669.96), consisting of a rental charge of \$.1119 per square foot per year for the 12,450 square feet of unimproved land and \$.1792 per square foot per year for the 7,125 square feet of improved land comprised by the Additional Premises; and such annual rental charge for the Additional Premises shall be paid in monthly installments due at the same time and payable in the same manner as is provided in the Lease for the payment of the rental charge due for the Original Premises.

2. LESSEE warrants that it has inspected the Additional Premises and has found the Additional Premises suitable for their intended purpose, as is, subject to the limitations placed thereon by the Lease.

3. LESSOR warrants that the prior lease with respect to the Additional Premises between LESSOR and Tech-Air Partnership (and/or its principal, James C. Felland) has been terminated on or before the Effective Date and that no prior tenant of the Additional Premises has any further rights with respect thereto.

4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto. Copies of this Agreement, as executed by any party hereto and delivered by facsimile or e-mail to the other party hereto, shall be deemed to be original counterparts for all purposes.

5. Except as otherwise expressly set forth herein, the Lease remains unmodified and in full force and effect.

In witness whereof, the parties hereto have executed and delivered this Agreement as of the Effective Date.

LESSOR:

LESSEE:

COUNTY OF ROCK, WISCONSIN

SC AVIATION, INC.,  
a Wisconsin corporation

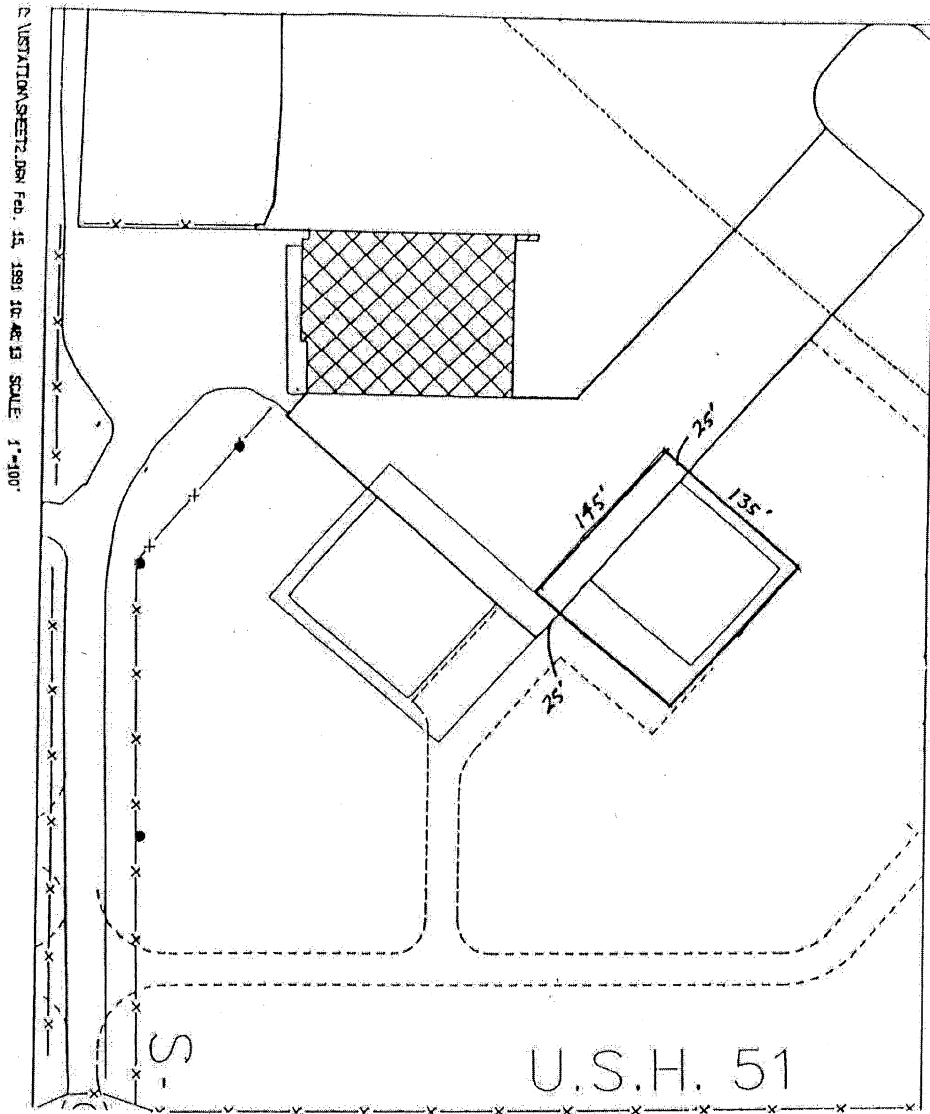
By: \_\_\_\_\_  
Kurtis Yankee, Chair  
Rock County Public Works Committee

By: \_\_\_\_\_  
Ernest Grainger, President

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

By: \_\_\_\_\_  
Lorena R. Stottler, Rock County Clerk

Exhibit 1



Commencing at the east 1/4 corner of section 23 T.2.N., R. 12 E. of the 4th P.M. Rock Township, Rock County, Wisconsin; then north zero degrees 33' west along the east line of Section 23-2-12, aforesaid 40.00 feet; then south 89 degrees 27' west 554.65 feet, thence north zero degrees 33' west 429.09 feet; to the point of beginning for the land to be herein described: thence north 40 degrees 52' 25" east 135.00 feet, then south 49 degrees 7' 35" east 145.00 feet; thence south 40 degrees 52' 25" west 135.00, then north 49 degrees 7' 35" west 145.00 feet to the point of beginning. Containing 0.449 acres. (19,575.0 sq. ft.)

# Rental Agreement

Between

Southern Wisconsin Regional Airport

County of Rock, Wisconsin

and

James C. Felland, an Individual

Table of Contents

Article 1 – Premises..... 1  
Article 2 – Term..... 2  
Article 3 – Consideration..... 2  
Article 4 – Improvements ..... 4  
Article 5 – Care, Maintenance and Repair of Premises and Improvements by RENTER..... 4  
Article 6 – Access to Premises by County..... 5  
Article 7 – Regulatory Signs..... 5  
Article 8 – Utilities..... 5  
Article 9 – Use..... 7  
Article 10 – Assignment/Sub-rent ..... 7  
Article 11 – Governmental Requirements ..... 8  
Article 12 – Quiet Enjoyment..... 8  
Article 13 – Natural Disaster ..... 8  
Article 14 – Interruption ..... 8  
Article 15 – Indemnity and Hold Harmless ..... 9  
Article 16 – Sanitation..... 9  
Article 17 – Benefits ..... 9  
Article 18 – Non-Waiver of Rights..... 9  
Article 19 – Insurance..... 9  
Article 20 – Non-Discrimination..... 10  
Article 21 – Limitation of Rights and Privileges Granted..... 11  
Article 22 – Safety..... 11  
Article 23 – Rights of Entry Reserved..... 11  
Article 24 – Taxes..... 12  
Article 25 – National Emergency..... 12  
Article 26 – Subordination..... 12  
Article 27 – Use of Airport..... 12  
Article 28 – Snow Removal..... 12  
Article 29 – Ingress and Egress..... 13  
Article 30 – Failure to Pay Rent or Observe Rental Terms ..... 13  
Article 31 – Insurance of Improvements..... 13  
Article 32 – Integration ..... 14  
Article 33 – Severability ..... 14  
Article 34 – Parking..... 14  
Article 35 – County Reservation of Rights for Protection of Premises..... 14  
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 – Interpretation ..... 15  
Article 42 – Authority..... 16



**Rental Agreement**  
between  
**Southern Wisconsin Regional Airport**  
**County of Rock, Wisconsin**  
and  
**James C. Felland, an Individual**

THIS RENTAL 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 James C. Felland, hereinafter referred to as RENTER.

**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 COUNTY is desirous of renting to RENTER 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, RENTER is the owner of the hangar, and

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

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

**Article 1 - Premises**

1.1 Land

COUNTY does hereby RENT, let and demise to RENTER, 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

RENTER 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 RENTAL AGREEMENT.

## **Article 2 - Term**

### 2.1 Term

The term of this RENTAL AGREEMENT, subject to termination as hereinafter provided, shall be month – to – month. Notwithstanding anything herein to the contrary, this RENTAL AGREEMENT shall be construed only as a month-to-month tenancy.

## **Article 3 - Consideration**

### 3.1 Consideration

RENTER agrees to pay to the COUNTY, the Sum of Eight Hundred Forty-three Dollars and 13/100 (\$843.13) per month for the use of the RENTAL PREMISES.

### 3.2 Payment

As provided in Section 3.1, the rental charge shall begin on the execution of this RENTAL AGREEMENT. Monthly payments in the amount of Eight Hundred Forty-three Dollars and 13/100 (\$843.13) shall be paid on or before the 1<sup>st</sup> of each month.

### 3.3 Late Payments

Payments not received on or before the 1<sup>st</sup> of the month are considered late. If payment is not received this RENTAL AGREEMENT may be cancelled by the COUNTY.

### 3.4 Re-negotiation

The Airport Director shall be responsible for re-negotiating, on behalf of the COUNTY, the yearly rate for square footage upon which the monthly rate is based, subject to final approval of the Public Works Committee.

### 3.5 Reexamination of Other Terms

RENTAL AGREEMENT 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 RENTER, in writing, of the reasons therefor. The COUNTY may refuse to approve RENTER'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 RENTER is authorized to conduct under this RENTAL AGREEMENT.
- (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 Ownership of Improvements

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

#### 4.4 Construction Liens

RENTER, 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, RENTER 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 RENTER from financing improvements subject to a security lien thereon. However, RENTER shall not permit any security lien to attach to the real estate upon which improvements are situated.

#### 4.5 Unauthorized Improvements

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

### **Article 5 - Care, Maintenance and Repair of Premises and Improvements by RENTER**

#### 5.1 General Requirements

RENTER 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 placed thereon by RENTER, whether such work be ordinary, extraordinary, structural or otherwise, from any cause, and of any nature, all to be performed in good and workmanlike manner, and in accordance with the provisions of this RENTAL AGREEMENT.

#### 5.2 Specific Requirements

RENTER 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 and any safety devices required by Federal, State, or County laws, rules, or regulations.
- (c) Repair any damage arising from the operations of RENTER 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

RENTER 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 that would cost in excess of Five Hundred (\$500) Dollars to repair. RENTER, for good cause, may request from the Airport Director an extension of time to complete major repairs.

5.4 Default by RENTER

In the event RENTER defaults on any of the terms of this RENTAL AGREEMENT, COUNTY may proceed to evict the RENTER pursuant to Chapter 704, Wisconsin Statute (2011-12) and as amended.

5.5 Termination

Either party may terminate this RENTAL AGREEMENT upon written notice to the other party, said notice to be given at least 28 days prior to the start of the period described in Article 2.

**Article 6 - Access to Premises by County**

RENTER agrees to and shall permit COUNTY, 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, RENTER shall be provided with reasonable, advance notice of an inspection if RENTER is available to receive such notice.

**Article 7 - Regulatory Signs**

RENTER, at no charge, shall permit COUNTY to place such regulatory signs on PREMISES as COUNTY shall deem appropriate, at COUNTY cost and expense, but under no conditions shall said sign be attached to any building. RENTER shall not place or erect any on or about PREMISES without the prior written approval of the Airport Director. Signs currently in place may remain through the term of this RENTAL AGREEMENT.

**Article 8 - Utilities**

8.1 Payment

RENTER shall pay for all utilities, including electric, gas, telephone, sanitary/sewer and water service. COUNTY may require all utility pipes, wires and conduits to be underground. COUNTY will provide access to sewer and water to the property line of RENTAL premises

## 8.2 Responsibility

RENTER shall be responsible for connection/extension of sewer/water services from the PREMESIS-line to the point of service. RENTER shall also be responsible for all charges to the various utility providers for all services provided. Failure to pay said charges in a timely manner as required by the utility shall constitute a default in the terms of this RENTAL AGREEMENT.

## 8.3 General Requirements

- (a) RENTER 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, promulgation's, mandates, edicts, orders and other lawful requirements or whatsoever kind or nature, as from time to time amended (hereinafter collectively referred to as Laws).
- (b) In the event RENTER fails to act in accord with any Laws, RENTER 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 or remedial activities the COUNTY is initially required to pay pursuant to an Agreement between the City and County for RENTER's failure to act in accord with said Laws.
- (c) RENTER 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 or 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 actions, RENTER acknowledges that neither the City nor the COUNTY shall be liable to RENTER for any damages resulting from said action.
- (d) RENTER acknowledges and concurs that RENTER 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

RENTER is to use the PREMISES primarily for the storage of aircraft used in its corporate and charter operations, including but not limited to charter and aircraft management, and for repairs by the aircraft owner or a person who is regularly employed by RENTER, or aircraft housed in the hangar complex. RENTER may park personal motor vehicles and may house items incidental to RENTER's corporate and charter operations under this RENTAL AGREEMENT in the hangar complex. RENTER 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 RENTER may sub-rent hangar complex. This provision shall not relieve RENTER of any of its obligations and duties under this RENTAL AGREEMENT. All sub-rental agreements must incorporate by reference this RENTAL AGREEMENT and be consistent with the terms of this RENTAL AGREEMENT and any sub-rental agreement which, in whole or in part, is inconsistent with this RENTAL AGREEMENT shall be null and void with respect to the inconsistent provision thereof.

### 9.2 Conditional Use

RENTER shall be allowed to use a portion of the hangar for light assembly work for RENTER'S own business.

### 9.3 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 the RENTAL AGREEMENT.

### 9.4 Prohibited Use

RENTER is not given the right to use PREMISES in the capacity of any commercial activity and may not act in such capacity subject to the uses permitted in Article 9.1 above. This limitation specifically prohibits RENTER from providing hangar space for major aircraft repair services, not accomplished by the aircraft owner or the owner's full-time employee, or aircraft housed in the hangar complex, and from providing any aircraft repair service of any nature on any aircraft not housed in the hangar complex.

## Article 10 - Assignment/Sub-RENTAL AGREEMENT

This RENTAL AGREEMENT can not be assigned.

### **Article 11- Governmental Requirements**

RENTER 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.

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

### **Article 12 - Quiet Enjoyment**

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

### **Article 13 - Natural Disaster**

RENTER's obligations during the term of the RENTAL AGREEMENT shall neither abate nor 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 RENTER 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 RENTER 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 the RENTER 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**

COUNTY shall not be liable to RENTER for any interruption on 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 COUNTY employee performing a duty or task for the COUNTY, and, in that event, COUNTY shall be liable only for the costs of repair. The rental charges shall not abate unless a COUNTY employee, performing a duty or task for the COUNTY, to such extent that it is unusable, damages a building or structure. In that event, the rental charge shall abate for a 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**

RENTER does hereby agree that he will, at all times while this RENTAL AGREEMENT is in effect, indemnify and hold harmless COUNTY, 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 RENTER, his employees, agents or representatives, sub-RENTERS, or resulting from RENTER's failure to perform or observe any of the terms, covenants and conditions of this RENTAL AGREEMENT to be performed by RENTER 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 County, Public Works Committee or any officers, employees, agents or representatives thereof.

### **Article 16 - Sanitation**

RENTER 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. RENTER 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**

RENTER shall procure and maintain, during the entire term of this RENTAL AGREEMENT, and any extension hereof, a public liability insurance policy, with COUNTY and Public Works Committee listed as additionally 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 RENTAL AGREEMENT. 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. RENTER, prior to executing this RENTAL AGREEMENT, 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 thirty (30) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, COUNTY may declare this RENTAL AGREEMENT 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 RENTAL AGREEMENT. COUNTY reserves the right to increase the minimum liability insurance requirement set forth herein upon furnishing thirty (30) days advance, written notice to RENTER whenever COUNTY's minimum standards for the Airport covering RENTER's operations hereunder shall adopt or increase a minimum insurance requirement, and RENTER shall comply with said request, upon being given reasonable advance, written notice thereof, or be considered in material default of this RENTAL AGREEMENT and subject to action under Article 30 hereof.

#### **Article 20 - Non-Discrimination**

##### **20.1 Non-Discrimination**

RENTER, for itself, their 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 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 RENTER 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, Non-Discrimination 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 RENTER 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 RENTER 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 RENTER 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 RENTER assures that it will require that its covered sub-organizations provide assurances to the RENTER 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.

## 20.2 Violations

A violation of this Article is a material default of this RENTAL AGREEMENT and is subject to action under Article 30 hereof.

### **Article 21 - Limitation of Rights and Privileges Granted**

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

### **Article 22 - Safety**

RENTER 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. RENTER 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. COUNTY 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**

COUNTY, 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 RENTER 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 COUNTY, 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, COUNTY shall not unreasonably interfere with the use and occupancy of PREMISES by RENTER. It is specifically understood and agreed that the reservation of such right by COUNTY shall not impose or be construed to impose upon COUNTY 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**

RENTER 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, COUNTY 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 RENTAL AGREEMENT, 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 PREMESIS.

#### **Article 26 - Subordination**

This RENTAL AGREEMENT shall be subordinate to the provisions of any existing or future agreement between the COUNTY 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**

RENTER 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**

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

### **Article 29 - Ingress and Egress**

RENTER 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 RENTER, and its employees, guests and other invitees. Such right shall also extend to persons or parties supplying materials or furnishing services to RENTER. RENTER shall not park any vehicle or aircraft on any taxiway or runway, or cause or permit any such act. RENTER 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 egress from PREMISES for any vehicle.

### **Article 30 - Failure to Pay Rent or Observe RENTAL AGREEMENT Terms**

If the RENTER fails to pay rent when due, or commits waste, or breaches any other covenant or condition of this RENTAL AGREEMENT, the COUNTY, in its sole discretion, may terminate this RENTAL AGREEMENT upon 5 days notice to the RENTER to pay the rent, repair the waste, or otherwise comply with the RENTAL AGREEMENT. If the County receives notice in accordance with §704.17 Wisconsin Statutes (2011-2012) or its appropriate successor statute in effect at the time, the County, in its sole discretion, may terminate and require the RENTER to vacate the premises this upon 5 days notice to the RENTER.

### **Article 31 - Insurance of Improvements**

To safeguard the interest and property of COUNTY, RENTER, at its sole expense, shall procure and maintain throughout the term of this RENTAL AGREEMENT, insurance protection on all improvements existing at the beginning of the RENTAL AGREEMENT term and all improvements constructed by RENTER 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. RENTER shall provide a Certificate of the required insurance, prior to the commencement of this RENTAL AGREEMENT. If RENTER fails to maintain such insurance, COUNTY at its option, may take out such insurance and charge the cost thereof to RENTER, or may declare this RENTAL AGREEMENT 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 RENTER), RENTER 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. RENTER shall notify COUNTY 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 or any fixtures, equipment or other personal property installed by RENTER on PREMISES pursuant to this RENTAL AGREEMENT. Nothing contained herein shall be deemed to release RENTER from any of his repair, maintenance or building obligations under this RENTAL AGREEMENT. In the event RENTER elects to repair, replace or rebuild as aforesaid, during the period thereof, rental fees provided for in this

RENTAL AGREEMENT shall be proportionately abated from the date of loss until the same is repaired, restored or rebuilt, provided RENTER 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 COUNTY in agreement with RENTER. RENTER agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond RENTER's control.

If RENTER shall not elect to repair, replace, or rebuild the damaged improvements, RENTER 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 RENTAL AGREEMENT shall terminate, and RENTER's and COUNTY's unaccrued obligations hereunder shall cease. If RENTER does not elect to repair, replace or rebuild the damage improvements within the before referenced sixty (60) day period of time, RENTER shall have been deemed to elect not to repair, replace or rebuild the damaged improvements, COUNTY may elect to restore PREMISES to their original condition at the reasonable cost and expense of RENTER and this RENTAL AGREEMENT shall be deemed terminated. RENTER, for his own protection, may separately insure any fixtures, equipment and personal property.

#### **Article 32 - Integration**

This RENTAL AGREEMENT 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**

Any covenant, condition, or provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this RENTAL AGREEMENT, 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 COUNTY or RENTER in their respective rights and obligations contained in the valid remaining covenants, conditions or provisions of this RENTAL AGREEMENT, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

#### **Article 34 - Parking**

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

#### **Article 35 - County Reservation of Rights for Protection of Premises**

COUNTY 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. COUNTY may prevent

RENTER from erecting or permitting the erection of any improvements on PREMISES which, in COUNTY'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**

RENTER shall only employ and use contractors who comply with all applicable existing 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 RENTAL AGREEMENT.

**Article 38 - Approvals**

COUNTY approvals required hereunder shall not be unreasonably withheld.

**Article 39 - Notice**

Any notice required to be given in this RENTAL AGREEMENT by either party is to be accomplished pursuant to §704.21, Wisconsin Statutes, (2011-2012 ) or the appropriate successor statute in effect at the time.

**Article 40 - Tenant List**

Annually, the RENTER will provide the COUNTY (marked Attention: Airport Director), a list of the names, addresses and telephone numbers for each occupant in the hangar. If this RENTAL AGREEMENT is assigned to a subsidiary or sister 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-Interpretation**

This RENTAL AGREEMENT shall be construed in accordance with the laws of the state of Wisconsin.

Article 42- Authority

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

COUNTY'S Seal

COUNTY

Rock County, Wisconsin

BY:

\_\_\_\_\_  
Kurtis Yankee, Chair  
Rock County Public Works Committee

BY:

\_\_\_\_\_  
J. Russell Podzilni, Chair  
Rock County Board of Supervisors

BY:

\_\_\_\_\_  
Lorena R. Stottler  
Rock County Clerk

RENTER'S Seal

RENTER

James C. Felland

BY:

\_\_\_\_\_  
James C. Felland