

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

Note Time

AGENDA
Public Works Committee Meeting
Tuesday, January 22, 2013 at 8:30 a.m.

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

1. Call to Order at 8:30 a.m.
2. Approval of Agenda
3. Approval of Minutes December 4, 2012
4. Vouchers/Bills/Encumbrances/Pre-Approved Encumbrance Amendments
 - a. Pre-Approved Encumbrance for Airport Liability Insurance
5. Citizen Participation, Communications, and Announcements

AIRPORT BUSINESS

6. **Action Items**
 - a. Consider Extending Airport House Rental Agreement for One Year
 - b. Consider Gas Regulator Easement with Alliant Energy
 - c. Airport Accounts Receivables
7. **Information Items**
 - a. Completion of Hazardous Wildlife Assessment and Training
 - b. Project Updates
 - 1) Terminal Building Site Visit
8. Next Meeting Date for February 2013
9. Adjournment

**Rock County Department of Public Works
Airport Division – Issue Paper**

Issue – Renewal of House Rental Agreement Brandon Willard

Discussion –

Attached for your review are copies of the original lease that was approved on October 31st, 2011, and a letter from Brandon Willard requesting a one year extension.

The current rental agreement on the airport house expires on January 31st, 2013.

Paragraph 2.2 states:

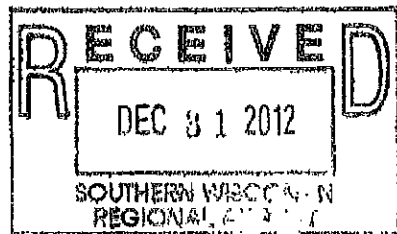
2 - Terms

(2.2) LESSEES may by written notice, 30 days prior to the end of the initial lease term and any subsequent one (1) year term, extend this Lease for another one (1) year term subject to the adjustment required by Paragraph 3.3, and with Public Works Committee approval.

Recommendation – That the Committee approve a one-year extension.

To whom it may concern,
We are requesting to
be able to continue to live
at 3728 S Oakhill. We like
living at the house and
consider it home. And are
requesting the privilage of being
to continue to rent the house
Thank-you for your time to
read this.

Brenda Russell



Southern Wisconsin Regional Airport

House Rental Agreement

This House Rental Agreement (hereinafter "Lease Agreement"), is made this 1st day of November, 2011, by and between the County of Rock, State of Wisconsin (hereinafter "LESSOR"), and Brandon Willard (hereinafter "LESSEES");

WHEREAS, LESSOR is the owner of certain real estate in Rock County, Wisconsin, known as the Southern Wisconsin Regional Airport (hereinafter "The Airport"), which includes certain buildings and certain other facilities used in connection with its operation of The Airport;

WHEREAS, LESSOR desires to Lease certain parts of The Airport to LESSEES, to grant LESSEES the right to use The Airport in common with others, and to grant to LESSEES the other rights herein set forth, upon the terms and conditions herein stated; and

In consideration of the terms, conditions, promises, and obligations herein set forth;

IT IS HEREBY AGREED, by and between LESSOR and LESSEES,
That:

1 - Premises

LESSOR does hereby lease, demise, and let to LESSEES a dwelling at 3728 South Oakhill Avenue, located on the north side of The Airport.

2 - Terms

(2.1) The initial term of this lease shall be month to month from the date of signing until January 31st of the following year.

(2.2) LESSEES may by written notice, 30 days prior to the end of the initial lease term and any subsequent one (1) year term, extend this Lease for another one (1) year term subject to the adjustment required by Paragraph 3.3, and with Public Works Committee approval.

(2.3) Subsequent terms of this lease shall be for one (1) year commencing on the 1st day of February and ending on the 31st day of January. If the Lease is terminated or canceled, as provided in Paragraph 11, the term of this Lease shall be defined to end accordingly.

3 - Consideration

(3.1) LESSEES agree to pay to LESSOR for the use of leased premises the sum of Eight Thousand Six Hundred Forty and 00/100th's (\$8,640.00) dollars per year (2011 rates).

(3.2) One Twelfth (1/12) of the annual rent shall be payable on or before the 1st of each month, representing a monthly sum of Seven Hundred Twenty and 00/100th's (\$720.00) dollars. Late rental payments shall be subject to interest, thereon payable at the rate of one and one half (1 1/2) percent per month, until paid in full.

(3.3) It is further agreed that annually during each month of December, the fixed rental rates shall be re-negotiated and be effective February 1. Fixed rental rate will be based on the urban rate of inflation (CPI-U) and may not exceed four (4) percent of the adjusted rental rate of the preceding year. Rates will be rounded to the nearest whole dollar. The Airport Director shall be responsible for negotiating the yearly rental, subject to final approval by the Airport Public Works Committee.

(3.4) LESSEE shall pay a security and cleaning deposit an amount equal to one months rent. The security deposit includes a \$30.00 deposit for the two keys issued at the time of the signing of this agreement. Upon termination of this Lease said deposit will be returned by mail in the form of a check after a final inspection of the premises has been made, the premises are found to be in satisfactory condition as determined by the Airport Director, and both keys are returned. If only one key is returned to the Airport Director's office, the full \$30.00 key deposit will be forfeited

4 - Use

LESSEES agree to keep the premises in good repair and clean at his/her own expense, reasonable wear and tear excepted. LESSEES specifically agree to remove all trash and garbage in a safe and sanitary manner for the premises on a regular basis. Trash pick-up is normally on Friday. Trash and recyclables should be placed in appropriate containers and placed along-side Oakhill Avenue.

(4.1) It is agreed that decorating, redecorating, and remodeling or any other improvement to leased premises is the responsibility of LESSEES and that before any such improvement is to be performed, written consent of LESSOR must be first obtained.

(4.2) LESSEES shall be responsible for the cost of repairs due to misuse, neglect, or abuse to dwelling by LESSEES or visitors.

(4.3) It is agreed that LESSEES shall attach no personal property on the premises without the written consent of LESSOR. All personal property owned by LESSEES and attached to said premises pursuant to the written consent of LESSOR shall remain the personal property of LESSEES, provided that at such time as LESSEES may remove such property, the premises shall be restored to its original condition by LESSEES, unless waived by LESSOR.

(4.4) It is agreed that LESSEES shall not make, or permit to be made any disturbing noise which would interfere with the rights, comforts, or convenience of others, including but not limited to the playing of musical instruments or stereos.

5 - Parking

LESSEES agree to use parking areas for personal and visitor use only, and not for storage of inoperable vehicles.

6 - Appliances

The water heater and furnace are in satisfactory condition and are provided by and will be maintained by the LESSOR.

7 - Access to Premises

LESSEES agree to and shall permit LESSOR, and the State of Wisconsin and United States Government to send their representatives and employees onto premises, for the purpose of an inspection thereof. In non-emergency situations, LESSEES shall be provided with reasonable advance notice of an inspection if LESSEES are available to receive such notice.

8 - Sublease

This lease shall not be assignable nor any part of the premises subleased by LESSEES without the written consent of LESSOR.

9 - Utilities

It is understood and agreed that LESSEES shall pay for all utility services used by LESSEES during the term of this Lease, which are incidental to the occupancy of said premises. LESSEES are specifically responsible for payment of telephone service, waste disposal, water and sewer charges, lights, gas, and any other services necessary.

10 - Governmental Requirements

LESSEES agree 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.

11 - Default by LESSEES

If default is made in payment of rent, at the times above stated, or if LESSEES shall break any of the agreements or provisions herein contained, or shall willfully or maliciously do injury to the premises, or shall file a petition in bankruptcy, or have any involuntary petition in bankruptcy filed against him/her, or make an assignment for the benefits of credits, the LESSOR or its legal representatives shall have the right at any time thereafter, without notice, to declare this Lease void and the terms herein ended and may re-enter the premises and expel LESSEES, using such force as necessary without prejudice to any remedies which LESSOR may have, to collect arrears of rent.

(11.1) LESSEES agree that at the termination of the within Lease, or any renewal thereof, he/she will quietly and promptly yield and surrender said premises to the LESSOR in as good condition of repair as when taken by LESSEES, reasonable wear and tear alone is expected.

12 - Indemnity and Hold Harmless

LESSEES agree that the premises shall be used for the purposes set forth in the Lease and no other. LESSEES further agree to indemnify, hold harmless, and defend the County of Rock, its officers, agents, and employees from any and all liability including claims demands, losses, costs, damages and expenses of every kind and description, for bodily injury (including death)

and personal or property damage arising out of, or in connection with, or occurring during the term of this Lease where such liability is founded upon or grows out of the negligent or intentional acts or omissions of the LESSEES or LESSEES' officers, agents or employees.

(12.1) LESSEES agree that in order to protect itself and the County, LESSEES will at all times during the term of this Lease keep in force and effect renter's insurance and automobile liability insurance policies issued by a company or companies authorized to do business in Wisconsin. The County of Rock shall be named as an additional insured on said liability policies.

(12.2) Certificates of insurance acceptable to the County of Rock shall be filed with the County of Rock, Airport Director's Office, prior to the execution of this Lease. These certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least fifteen (15) days prior written notice has been given to the County of Rock.

13 - Integration

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

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

LESSOR's Seal

LESSOR
Rock County, Wisconsin

By: Kurtis L. Yankee
Kurtis Yankee, Chair
Rock County Public Works Committee

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

By: Lorena R. Stottler
Lorena R. Stottler
Rock County Clerk

LESSEES' Seal

LESSEES

By: Bryan ...

By: _____

Document No.

**EASEMENT
NATURAL GAS
PIPELINE AND REGULATOR**

The undersigned Grantor(s) County of Rock, Wisconsin, (hereinafter called the "Grantor"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Wisconsin Power and Light Company, a Wisconsin corporation (hereinafter called the "Grantee"), the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as indicated below, upon, in, over, through and across lands owned by the Grantor in the City of Janesville, County of Rock, State of Wisconsin, said Easement Area to be described as follows:

See attached Exhibits A & B.

This Easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground natural gas line facilities, including but not limited to pipelines with valves, main and service laterals, and other appurtenant equipment above and underground associated with the transmission and distribution of natural gas products.
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the elevation of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
6. **Restoration and Damages:** The Grantee shall at its option, restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Blitmore Lane, Suite 1000
Madison, WI 53718-2148

Parcel Identification Number(s):

241-0426200001

WITNESS the signature(s) of the Grantor this _____ day of _____, 20____,
County of Rock, Wisconsin

Signature (SEAL)

Signature (SEAL)

Printed Name and Title

Printed Name and Title

Signature (SEAL)

Signature (SEAL)

Printed Name and Title

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF ROCK } SS

Personally came before me this _____ day of _____, 20____, the above named

_____ to me

known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by:

Steve M. Betz

Peter A. Chen

Checked by: _____

Rock County Gas Easement.docx
October 25, 2012

ECRM716181 03/11

Project Title:	Rock County Airport Reg Station
ERP Activity ID:	WR# 3748735
Tract No.:	1 of 1
PPN:	None

**Exhibit A:
Easement Description**

A 10 foot wide easement across the Grantor's property located in a part of the East Half (E1/2) of the Northeast Quarter (NE1/4) of Section 26, Town 2 North, Range 21 East, City of Janesville, Rock County, Wisconsin, being described as:

Commencing at the Northeast Corner of Section 26, thence S00°25'53"E, 1326.37 feet; thence N89°54'15"W, 104.17 feet to the Point of Beginning for this description; thence N89°54'15"W, 557.81 feet; thence S00°24'39"E, 10.00 feet; thence S89°54'15"E, 560.74 feet; thence N16°43'47"W, 10.45 feet to the Point of Beginning.

Grantor's Award of Damages by the County of Rock, State of Wisconsin, being recorded January 4, 1965, in Volume 151 of Records, on Pages 522-523, as Document Number 683392, in the Office of the Register of Deeds for Rock County, Wisconsin.

Also; a 30-foot wide temporary construction easement lying northerly of, and immediately adjacent to the aforementioned north easement boundary. This temporary construction easement shall expire on the completion of the initial construction and restoration of said Designated Facilities.