COUNTY OF ROCK **Public Works Department**



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

AGENDA

Public Works Committee Meeting Tuesday, August 23, 2011 at 8:30 a.m.

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

- 1. Call to Order at 8:30 a.m.
- 2. Approval of Agenda
- 3. Approval of Minutes June 28, 2011
- 4. Vouchers/Bills/Encumbrances/Pre-Approved Encumbrance Amendments
- 5. Citizen Participation, Communications, and Announcements

AIRPORT BUSINESS

Action Items 6.

- a. Consider Terminating T-hangar Storage Agreement with Dr. Pierre Charles
- b. Consider Attendance at Wildlife Trainer's Course
- c. Discuss/Consider Re-grading Work Between HSI Aviation Holdings and Fuel Farm

7. **Information Items**

- a. 2011 Project Updates
 - 1. Update on Reconstruction/Remodel of Terminal Building
 - 2. Update on Reconstruction of Taxiway "A"
- b. Airport House Tenants
- c. Update on Revised Minimum Standards
- d. Airport Accounts Receivables
- 8. Executive Session: Per Section 19.851 (1)(e) Consider Possible Negotiation for the Purchase of **Public Property**
- 9. Next Meeting Date
- 10. Adjournment

Rock County Department of Public Works Airport Division – Issue Paper

<u>Issue</u> - Non-Compliance of Aircraft Storage Agreement Terms by Dr. Pierre Charles

Discussion -

Paragraph eighteen of the Southern Wisconsin Regional Airport Aircraft Storage Agreement states:

"LESSEE shall, at its expense, maintain General Liability Insurance in full force and effect during the term of this Agreement with a per occurrence limit of not less than \$1,000,000. Insurance shall be placed with companies or underwriters authorized to do business in the State of Wisconsin. The County of Rock, Southern Wisconsin Regional Airport, its boards, agencies, employees, and representatives shall be named as additional insured. Certificates of Insurance evidencing the required insurance shall be filed with the Airport Director and upon request certified copies of the required insurance policies. The Certificates of Insurance and all such policies shall contain a provision that coverage will not be canceled or non-renewed during the term of this agreement unless thirty (30) days advance notice in writing has been given to the Airport Director in the manner specified in the agreement."

Furthermore, Paragraph 13 states:

"This Agreement may be terminated forthwith by the Public Works Committee for violation of the terms thereof and possession may be immediately taken of the space assigned and contents thereof removed and stored at the expense of the undersigned."

Dr. Charles has rented T-hangar #58 since June 1, 2009. While Dr. Charles is a tenant in good standing in regards to his t-hangar rent payments, he has failed to comply with the provision stated above in regards to insurance. Dr. Charles has been sent five different reminders of his obligation to provide this office with a certificate of insurance and to date, his only response has been a note telling airport administration to ask for it from a third party.

<u>Recommendation</u> – That a certified letter from the committee be sent to Dr. Charles giving him 15-day notice of intent to terminate his Aircraft Storage Agreement if the terms of his agreement are not met.

MEMORANDUM

DATE:

March 15, 2011

TO:

Airport T-hangar Tenants

FROM:

Ronald D. Burdick, Airport Director

RE:

Certificates of Insurance

Our records indicate that your insurance, as required by your Aircraft Storage Agreement, expires next month. This is just a reminder that when you renew your insurance, either you or your insurance carrier should provide this office with a copy of the certificate of insurance as required below.

EIGHTEENTH

LESSEE shall, at its expense, maintain General Liability Insurance in full force and effect during the term of this Agreement with a per occurrence limit of not less than \$1,000,000. Insurance shall be placed with companies or underwriters authorized to do business in the State of Wisconsin. The County of Rock, Southern Wisconsin Regional Airport, its boards, agencies, employees, and representatives shall be named as additional insured. Certificates of Insurance evidencing the required insurance shall be filed with the Airport Director and upon request certified copies of the required insurance policies. The Certificates of Insurance and all such policies shall contain a provision that coverage will not be canceled or non-renewed during the term of this agreement unless thirty (30) days advance notice in writing has been given to the Airport Director in the manner specified in the agreement.

MEMORANDUM

DATE:

May 16, 2011

TO:

Airport T-hangar Tenants

FROM:

Ronald D. Burdick, Airport Director

RE:

Certificates of Insurance

Our records indicate that your insurance, as required by your Aircraft Storage Agreement, expired last month. This is just a reminder that when you renew your insurance, either you or your insurance carrier should provide this office with a copy of the certificate of insurance as required below.

EIGHTEENTH

LESSEE shall, at its expense, maintain General Liability Insurance in full force and effect during the term of this Agreement with a per occurrence limit of not less than \$1,000,000. Insurance shall be placed with companies or underwriters authorized to do business in the State of Wisconsin. The County of Rock, Southern Wisconsin Regional Airport, its boards, agencies, employees, and representatives shall be named as additional insured. Certificates of Insurance evidencing the required insurance shall be filed with the Airport Director and upon request certified copies of the required insurance policies. The Certificates of Insurance and all such policies shall contain a provision that coverage will not be canceled or non-renewed during the term of this agreement unless thirty (30) days advance notice in writing has been given to the Airport Director in the manner specified in the agreement.

Reminder

Charles

MEMORANDUM

DATE:

June 15, 2011

TO:

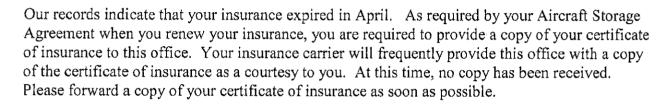
Airport T-hangar Tenants

FROM:

Ronald D. Burdick, Airport Director

RE:

Certificates of Insurance



EIGHTEENTH

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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

July 15, 2011

Dr. Pierre S. Charles Sinnissippi Aviation LLC 2227 Carnforth Pl. Beloit, WI 53511

RE: Proof of Insurance

Dear Dr. Charles:

Your aircraft storage agreement requires you to provide a copy of your insurance certificate to this office each time it is renewed. Our records indicate that your insurance expired in April 2011. You have been sent three reminders/requests for this information but as of today's date, my office has not received this information.

Paragraph 13 of your aircraft storage agreement states:

"This Agreement may be terminated forthwith by the Public Works Committee for violation of the terms thereof and possession may be immediately taken of the space assigned and contents thereof removed and stored at the expense of the undersigned."

Please be advised that in accordance with the above provision, this matter will be on the August 23, 2011 Public Works Agenda and your Aircraft Storage Agreement may be terminated at that time. If you have any questions, please contact me at the number above.

Sincerely,

Rad D. Burlish

Ronald D. Burdick Airport Director

FOR PROPER CREDIT PLEASE RETURN THIS PORTION WITH REMITTANCE

Copy of Insurance is on Cust invoice invoice No. Date No. 048028 07/15/11 AA110400

DR PIERRE S CHARLES
SINNISSIPPI AVIATION LLC Academy Total Due 263.7
2227 CARNFORTH PL

2227 CARNFORTH PL BELOIT, WI 53511

263.75

Please Ask then to fix a copy

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

July 26, 2011



Dr. Pierre S. Charles Sinnissippi Aviation, LLC 2227 Carnforth Place Beloit, WI 53511

RE: Certificate of Insurance

Dear Dr. Charles:

Your recent rent payment and note in response to my letter dated July 15, 2011 were received, thank you. Please be advised that since the Aircraft Storage Agreement for T-hangar 58 is in your name, the Southern Wisconsin Regional Airport will not be contacting a third party for the required insurance information. You can contact the Wisconsin Aviation Academy or your insurance company to send us a copy if you wish, or you can send the copy yourself, but it must be received by this office no later than August 16th. If you have any questions, please feel free to give me a call.

Sincerely,

Ronald D. Burdick, Director

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Southern Wisconsin Regional Airport

7/15/2011

Tyra & Brandon Delwiche 3728 S. Oakhill Ave. Janesville, WI 53546 SOUTHERN WIGGONSIN REGIONAL AIRPORT

Ron Burdick Southern Wisconsin Regional Airport 4004 S. Oakhill Ave. Janesville, WI 53546

Dear Ron,

Recently, Brandon received a job transfer to Illinois. In the past week, we have found a house in Illinois and amazingly enough, the company was able to schedule movers very quickly. The movers will be packing, loading and moving early this week. We have loved living here, and the airport staff has been amazing. We appreciate everything that you and the staff has done for us. We know that we must put in a 30 day notice. We would like to give our notice now, and we will have everything out and cleaned by August 31, 2011. We will maintain utilities in our name until that point. Please let me know if we are obligated to fulfill a term longer than the 30 days. Once again, thank you so much!

Tyra & Brandon Defwiche New address will be 15019 W. Rt. 90 Princeville, IL 61559