### Rock County, Wisconsin



Airport Board Meeting Monday, February 17, 2020 at 8:00 a.m. Southern Wisconsin Regional Airport Terminal Conference Room 1716 W. Airport Rd. Janesville, WI 53546

- 1. Call to Order
- 2. Adoption of Agenda
- 3. Approval of Minutes of January 20, 2020
- 4. Citizen Participation, Communications, Announcements, and Information
- 5. Consent Calendar
  - a. Transfers
  - b. Review of Payments
- 6. Updates, Discussion and Possible Action
  - a. Report on Attendance at Training that Exceeds \$1,000
  - b. Approve Lease with Kunes Aviation, LLC
  - c. Approve Lease with Burlington Development
  - d. Approve Second Addendum to Lease with Jetson Aviation
  - e. Approve First Addendum to Corporate Lease with Regal-Beloit Flight Service, Inc.
  - f. Approve Agreement for Warbird Appearance in Janesville, WI (KJVL)
  - g. Approve Request to Purchase Airport Signs
  - h. Approve Request to Purchase Maintenance Facility Garage Door
  - i. Lease Language
  - j. Airport Rules and Regulations (To be provided separately)
  - k. Airport Director's Updates
- 7. Committee Requests and Motions
- 8. Next Meeting Date: March 16, 2020 at 8:00 a.m.
- 9. Adjournment

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

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

#### Rock County, Wisconsin



Airport Board Meeting - Minutes Monday, January 20, 2020 at 8:00 a.m. Southern Wisconsin Regional Airport Terminal Conference Room 1716 W. Airport Rd. Janesville, WI 53546

Call to Order. Chair Fox called the meeting of the Airport Board to order at 8:00 a.m.

<u>Airport Board Members Present</u>. Supervisors Fox, Mawhinney and Richard, Mr. Eric Baker, Mr. Larry Barton, Mr. Dick Cope, Mr. Greg Johnson, Mr. Joe Quint, and Mrs. Katle Reese.

Members Absent. None.

Staff Members:	Greg Cullen Cynthia Hevel	Airport Director Airport Secretary II
<u>Others Present</u> :	Rick Leyes David Haas Russ Podzilni Bonnie Cooksey Josh Gowey Jared Armstrong Jim Dillavou William Gempeler Everett Reese	T-hangar Tenant Jetson Aviation Chair, Rock County Board of Supervisors Janesville Jet Center Interested Citizen Interested Citizen SC Aviation Interested Citizen Elevation Air

Adoption of Agenda. Supervisor Richard and Mr. Barton moved the Agenda. MOTION CARRIED.

<u>Approval of Minutes of December 16, 2019</u>. Supervisor Mawhinney and Mr. Barton moved the minutes as written. MOTION CARRIED.

Citizen Participation, Communications, Announcements, and Information. None.

**Consent Calendar** 

Transfers. None

Review of Payments. The review for December was completed.

Updates, Discussion and Possible Action

Discussion/Possible Action – Request to Purchase a Riding Lawn Mower Utilizing the State Contract. Mr. Cullen explained that there is a program for state and county government that allows us to purchase

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Minutes of the Airport Board January 20, 2020

equipment without going through the bid process each time. While the airport has never used this program before, we would like to use it now to purchase a riding lawn mower. This purchase was approved during the budget process. The vendor will be Reinder's. Supervisor Mawhinney and Mr. Cope moved to approve the purchase. Mr. Barton asked if Mr. Cullen was happy with the proposal and Mr. Cullen stated that he was happy, the mower was spec'd out exactly as we requested. MOTION CARRIED.

<u>Discussion/Possible Action – Request to Purchase De-Icing Fluid</u>. Mr. Cullen informed the Board that over the last several weather events, the airport has almost completely depleted their stock of liquid runway deicer and currently, there is only one truck load left. The airport budgeted for a tanker load and because of the cost, Board approval is required. The deicer costs \$4.77 a gallon so we try to use it sparingly and only on the primary runway, but we still go through quite a bit. Supervisor's Richard and Fox made a motion to approve the purchase. Discussion on what the product (E-36) is took place. This product is non-corrosive and approved for use by the FAA. MOTION CARRIED.

<u>Business View Magazine</u>. Mr. Cullen reminded the Board that several months ago they approved Mr. Cullen giving an interview to Business View Magazine so they could write a feature story about Southern Wisconsin Regional Airport. His hesitation in giving the interview was that he was unsure about their marketing tactics. He has been notified that they did market our tenants, but no one has complained about them. The magazine article was very nicely done and Mr. Cullen stated that he was happy with it and he also said that he would provide an e-mail link to the Board members so they could go and look at it. Supervisor Mawhinney asked that he send it to the entire County Board and Mr. Cullen said that he would.

Discussion/Possible Action – Approve Lease with William and Shelly Truax. Supervisors Richard and Mawhinney moved the Lease agreement. Supervisor Fox asked if there were any questions. Mr. Barton stated that he had looked over the Lease Agreement and he was concerned that paragraph relating to yearly rate increases was capped at 4%. His concern stems from the chance that inflation could be much higher than 4% and the County's hands will be tied for increasing the rent to try and cover the cost to continue. It was mentioned that all of the airport's Land Leases contain this same language and it would be difficult to change it for new tenants now when we just approved two leases with the same language a month ago. Supervisor Fox stated that he doesn't disagree with Mr. Barton but we don't know enough and asked Mr. Cullen to provide history on the past CPI rates along with rate increases. Mr. Cullen said that he could provide that information. Mr. Johnson stated that most airports do have a cap, he knows that Rockford airport has one. Supervisor Fox called for a vote. MOTION CARRIED on the following vote. Ayes – Supervisors Fox, Mawhinney and Richard, Mr. Baker, Mr. Cope, Mr. Johnson, Mr. Quint, and Mrs. Reese. Noes – Mr. Barton.

<u>Discussion/Possible Action -- Approve Lease with Kunes Group Aviation</u>. Supervisors Richard and Mawhinney moved the Lease agreement. Mr. Cullen explained that items 6e. and 6f. are related. King Capital is selling the building located just to the west of the terminal building and this lease is for the buyer of the building, Kunes Group Aviation. Item 6f. is to remove the building from King Capital's Lease and identify that they are keeping the self-service fuel system. MOTION CARRIED on the following vote. Ayes -- Supervisors Fox, Mawhinney and Richard, Mr. Baker, Mr. Cope, Mr. Johnson, Mr. Quint, and Mrs.

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Minutes of the Airport Board January 20, 2020

Reese. Noes – Mr. Barton. Mr. Barton also noted that he feels the language in the Lease that states "rates are to be equal to the rental rates for other buildings in its category" is ambiguous and needs to define what buildings are being referenced.

<u>Discussion/Possible Action – Approve Sixth Addendum to Fixed Base Operator's Agreement with King</u> <u>Capital JJC Hanger, LLC</u>. Supervisors Richard and Mawhinney moved the Addendum. Mr. Cullen explained that this was the second half of the building sale that removes the building sold from King Capital's Lease and identifies the self-fueling facility they are keeping. MOTION CARRIED on the following vote. Ayes – Supervisors Fox, Mawhinney and Richard, Mr. Baker, Mr. Cope, Mr. Johnson, Mr. Quint, and Mrs. Reese. Noes – Mr. Barton.

Discussion/Possible Action – Approve Agreement for Warbird Appearance in Janesville, WI (KJVL). Mr. Cullen explained that this is the agreement for the 2020 Warbird Weekend. The Agreement is almost the same as the 2019 agreement and the event will be held the same weekend in July as last year, which is the weekend before EAA AirVenture in Oshkosh. There has been a new group formed and they are taking lead this year, the Tri-State CAF Wing. There is no cost to the airport, any expenses incurred will be reimbursed by the event. The event is already hard at work on the lineup. Mr. Cope and Mr. Johnson moved the Agreement. Mrs. Reese asked if Mr. Cullen was comfortable with the amount of event insurance. Mr. Cullen stated that it has gone through the County's contract review procedure, so he is. MOTION CARRIED.

Discussion on Derelict Aircraft. Mr. Cullen stated that he had spoken with Corporation Counsel Rich Greenlee on the 18<sup>th</sup> of December and Mr. Greenlee was going to provide a letter that could be sent to the owners of the derelict aircraft. In Mr. Cullen's opinion there are three derelict aircraft on the airport right now. The owner of the Aztec that is parked off of Hwy. 51 is Jim Felland and Mr. Cullen met with him regarding his plane. Mr. Felland feels there is still some value in this plane and wants to try and avoid removing the wings and was hoping that the airport could wait until some nicer weather before taking action. The owner of the Cardinal is deceased and Mr. Cullen has been in touch with a distant relative regarding the plane, but there has been nothing done regarding this plane. The owner of the Lear has been aggressively trying to sell the plane, but Mr. Cullen has not spoken with him since early December.

Mr. Cullen stated that the Airport Governance Committee has discussed this subject as well and there will be more on this at the February meeting, but he is waiting to hear back from the Corporation Counsel. Mr. Barton asked if there is any rent being paid for these airplanes. Mr. Cullen said that there is not. He feels that if we had some enforcement, we could potentially charge rent, but would we actually be able to collect it? Supervisor Fox asked Mr. Cullen if he would like to continue this at the February meeting and Mr. Cullen responded that he would. Supervisor Mawhinney and Mr. Johnson made a motion to postpone further discussion on this topic until the February meeting. MOTION CARRIED.

<u>Airport Director's Updates</u>. Mr. Cullen stated that he wanted to thank the members of the Airport Governance Committee for agreeing to serve on this Committee. We have met three times so far and will be having another meeting following this meeting that should be the last one. Recommendations

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Minutes of the Airport Board January 20, 2020

will be presented at the February Airport Board meeting. He anticipates further discussion on the recommendations, so he will try to limit other items on the February Agenda.

The airport has hired Mike Harris to fill our second shift vacancy. He will be working the day shift for training for several months.

The Wisconsin Aviation Conference will be held May 3-5<sup>th</sup> at the Osthoff Resort in Elkhart Lake. Mr. Cullen is orchestrating this conference, registration is open to anyone.

Mr. Cullen stated that our project to rehab Runway 04/22 has received federal approval and plans are moving forward on this project. The intent is to have the design phase 30% complete by the end of 2020, go out for bid the summer of 2021 and have construction start in 2022. The runway will be closed for 3-4 months, but the intersections of 04/22 and 14/32, and 04/22 and taxiway B will not have to be closed because these intersections were reconstructed when 14/32 was reconstructed and are in good shape. This project is a federal airport improvement project, so the cost share will be 90% federal, 5% state, and 5% local.

#### Committee Requests and Motions. None

<u>Next Meeting Date</u>. The next meeting of the Airport Board will be Monday, February 17, 2020, at 8:00 a.m.

Adjournment. Mr. Barton and Supervisor Mawhinney moved to adjourn at 8:44 a.m. MOTION CARRIED.

Respectfully Submitted,

Cynthia J. Hevel Secretary II

4

#### ROCK COUNTY

### COMMITTEE REVIEW REPORT WITH DESCRIPTION

01/31/2020

#### FOR THE MONTH OF JANUARY 2020

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
43-4453-4110-62210	Telephone		1 m tha a tha tha ann an th	· <u></u>		
			01/16/2020	AT AND T	JAN SRVC SHOP FAX AWOS	98.34
		P2000604	01/23/2020	CHARTER COMMUNICATIONS	JAN TERM CABLE/INTERNET SERVIC	1,078.75
43-4453-4110-62422	Radio R&M	Decorr	01 H 010000	OFVERIA COMPANY STOLEND INC.		1 7 10 00
16 1100 Juli 6 65065		P2000674	01/16/2020	GENERAL COMMUNICATIONS INC	2020 SERVICE AGREEMENT	1,740.00
43-4453-4110-63205	Membership Dues	P2000616	01/16/2020	US BANK	AAAE & WAMA MEMBERSHIP	625.00
43-4453-4110-64200	Training	P200010	01/16/2020	US BANK	AAAE & WAWA MEMBERSHIP	625.00
43-4452-4110-04200	manning	P2000616	01/16/2020	US BANK	2020 DIGICAST TRAINING SUBSCRI	1,254.00
43-4453-4110-64918	Marketing	12000010	011(0)2020	00 BARK	2020 51510/101 110/01/105 5055010	1,204.00
40-4400-4110-04010	Marketing	P2000617	01/23/2020	MIDWEST FLYER MAGAZINE	FEB / MAR CLASSIFIED AD	53.25
		,,,		·····	· · · · · · · · · · · · · · · · · · ·	
					Airport Administration PROG TOTAL	4,849.34
43-4453-4453-62160	Cleaning Contrac					
	orooning compar	P2000564	01/30/2020	ALSCO INC	UNIFORMS	82.71
43-4453-4453-62164	Disposal Service					
		P2000561	01/30/2020	ACE PORTABLES INC	JAN PORTABLE TOILET RENTAL	142.00
43-4453-4453-62201	Electric					
			01/30/2020	ALLIANT ENERGY/WP&L	ALLIANT ENERGY / JAN 2020	3,499.96
43-4453-4453-62203	Natural Gas				·	
			01/23/2020	ALLIANT ENERGY/WP&L	ALLIANT ENERGY / JAN GAS	1,543.47
43-4453-4453-63109	Other Supplies					4 007 70
		P2000726	01/30/2020	PALSTEEL	METAL FOR TRACTOR WEIGHT	1,987.72
43-4453-4453-63503	Equip Parts	P2000619	01/16/2020	JOHNSON TRACTOR INC	AMBER LED FOR JOHN DEERE	75.00
•	,	P2000619 P2000620	01/16/2020	NAPA AUTO PARTS	PART FOR JOHN DEERE	4.38
40 4450 4453 64000	Other Executed	P2000020	01/10/2020	NAFA AUTO FARTS	FART FOR JOHN DELINE	4.30
43-4453-4453-64900	Other Expenses	P2000603	01/30/2020	BJ ELECTRIC SUPPLY INC	LIGHTS FOR GARAGE B	3,600.75
		P2000611	01/30/2020	HARRIS ACE HARDWARE LLP	PUSH IN CONNECTOR	310.63
	-	P2000612	01/30/2020	GRAINGER	LOOP DETECTORS	506.56
		P2000621	01/30/2020	MENARDS	TRANSFER PUMP, HOSE, CUSHION	129.94
		P2000736		5 ALARM FIRE AND SAFETY EQUIPM	FIRE FIGHTING BOOTS FOR	346.30
					· · · · · · · · · · · · · · · · · · ·	
				•	Airport Maintenance PROG TOTAL	12,229.42

COMMITTEE: AB - Airport

Page: 1

#### ROCK COUNTY

### COMMITTEE REVIEW REPORT WITH DESCRIPTION

01/31/2020

#### FOR THE MONTH OF JANUARY 2020

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
I have reviewed th	e preceding payme	nts in the	total amount o	f \$17,078.76	0 0 00	
Date:			Dept Head	Jugo	na. Culla	
					J	
•		Cor	nmittee Chair	·		•

# Lease Between

# Southern Wisconsin Regional Airport County of Rock, Wisconsin

# And

# Kunes Aviation, LLC

### Lease Southern Wisconsin Regional Airport County of Rock, Wisconsin and Kunes Aviation, LLC

THIS AGREEMENT, made and entered into by and between the COUNTY OF ROCK, WISCONSIN, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as COUNTY, and Kunes Aviation, LLC, hereinafter referred to as LESSEE.

### Witnesseth:

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

WHEREAS, LESSEE is 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 use of the company and the promotion of aviation in Rock County; and

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

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

#### Article 1 - Premises

#### 1.1 Land

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

1.2 <u>Acceptance</u>

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.

1

#### 2.1 <u>Term</u>

The term of this Lease, subject to earlier termination as hereinafter provided, shall be for the period of February 1, 2020, through and including January 31, 2044. Six months prior to the expiration date of this lease, LESSEE may request, in writing, that the COUNTY negotiate a new Lease with it. If timely notice is given to COUNTY, COUNTY shall meet with LESSEE in good faith to negotiate a new Lease. LESSEE or its assignees shall have the option to renew this lease for an additional term of twenty-five (25) years upon like terms and conditions as those contained herein.

#### Article 3 - Consideration

#### 3.1 Consideration

Lessee agrees to pay to the COUNTY, the Sum of Four Thousand Three Hundred Sixtytwo Dollars and 05/100 (\$4,362.05) per year for the use of the leased PREMISES, representing a rental charge of .1182 cents (2020 rates) per square foot per year for Thirty-six Thousand Nine Hundred Four (36,904) square feet of unimproved land. It is further agreed that annually during the month of December, rental rates shall be re-negotiated by the parties and will be based on the urban rate of inflation, not to exceed 4% annually. Said rates are to be equal to the rental rates for other buildings in its category and be effective January 1. Rental rates are subject to Airport Board approval.

#### 3.2 Payment

As provided in Section 3.1, the rental charge shall begin the first of the month following the closing date for the purchase of Exhibit A. Monthly payments in the amount of Three Hundred Sixty-three and 50/100 (\$363.50) representing Four Thousand Three Hundred Sixty-two Dollars and 05/100 (\$4,362.50) per year shall be paid on or before the 1<sup>st</sup> of each month. LESSEE shall have the option of paying monthly, quarterly, bi-yearly, or yearly.

#### 3.3 Late Payments

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

#### 3.4 Re-negotiation

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

2

Lease Agreement Between Southern Wisconsin Regional Aliport County of Rock, Wisconsin And

Bunlington Development, Inc.

# LEASE AGREEMENT between Southern Wisconsin Regional Airport and Burlington Development, Inc.

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 Burlington Development, Inc., hereafter referred to as LESSEE.

## WITNESSETH:

WHEREAS, Rock County owns and operates an airport which includes certain aeronautical navigation facilities, said airport being known as the Southern Wisconsin Regional Airport, located along U.S. Highway 51 between the City of Janesville and the City of Beloit in said County and said **LESSOR** is desirous of leasing to **LESSEE** for aeronautical purposes certain designated premises 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 Exhibit "A" which is attached hereto and incorporated herein by reference, and which shall be referred to as PREMISES.

#### 1.2 Acceptance.

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

#### ARTICLE 2 - TERMS

#### 2.1 <u>Term of Lease</u>

The term of this Lease, subject to earlier termination as hereinafter provided, shall be for the period of twenty-five (25) years commencing on \_\_\_\_\_\_ 2020, through \_\_\_\_\_\_, 2045. 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 Two Thousand Five Hundred Sixty-eight Dollars and 60/100s (\$2,568.60) per year for the use of leased PREMISES, representing a rental charge of (.1182) cents per square foot for 21,731 square feet of unimproved land (2020 rates) and the sum of Five Thousand Six Hundred Twenty-three Dollars and 16/100s (\$5,623.16) per year for the use of leased PREMISES, representing a rental charge of (.1893) cents per square foot for 29,705 square feet of improved land (2020 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 Six Hundred Eighty-two Dollars and 65/100s (\$682.65) representing a total of Eight Thousand One Hundred Ninety-one Dollars and 76\100s (\$8,191.76) per year shall be paid on/or before the first of each month.

#### 3.4 Late Payments

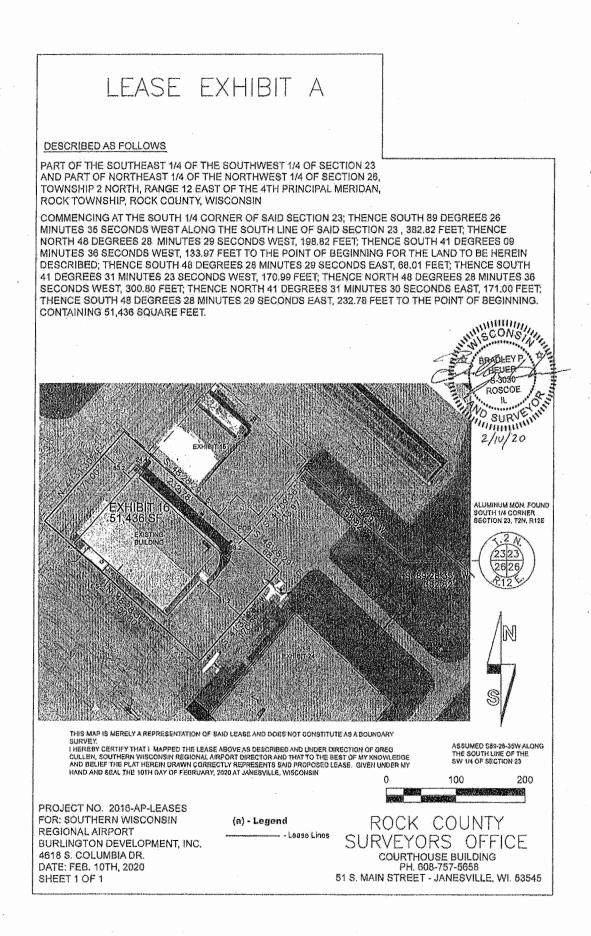
Late payments of rental fees shall be subject to interest, thereon payable at the rate of one and one-half  $(1\frac{1}{2})$  percent per month, until paid in full.

#### 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 Airport Board.

#### 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.



#### SECOND ADDENDUM to LEASE AGREEMENT Between Southern Wisconsin Regional Airport, County of Rock, Wisconsin and Jetson Aviation, LLC

WHEREAS, the County of Rock, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as LESSOR, and Jetson Aviation, LLC, hereinafter called LESSEE, entered into a Lease Agreement the 28<sup>th</sup> day of July 2015.

WHEREAS, LESSEE has sold its interest in the hangar located at 4618 S. Columbia Dr.,

Janesville, WI 53546 and wishes to remove the square footage shown in the Exhibit dated April

5, 2017 and referenced as Exhibit C in the First Addendum signed on April 21, 2017. Effective

, 2020, the original Lease Agreement shall be modified as follows:

Section 1.1 of the Original Lease is hereby deleted and replaced in its entirety as follows:

#### ARTICLE 1 - 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.

Sections 3.1 and 3.2 of the Original Lease, are hereby deleted and replaced in their entirety as follows:

#### **ARTICLE 3 - CONSIDERATION**

3.1 Consideration

LESSEE agrees to pay to LESSOR, the sum of Three Thousand Eight Hundred fifty-six and 28/100s (\$3,856.28) per year for the use of leased PREMISES, representing a rental charge of (.1182) cents per square foot for 32,625 square feet of unimproved land (2020 rates) and the sum of Seven Thousand Four Hundred Seventy-three Dollars and 37/100s (\$7,473.37) per year for the use of leased PREMISES, representing a rental charge of (.1893) cents per square foot for 39,475 square feet of improved land (2020 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 Nine Hundred Forty-four Dollars and 14/100s (\$944.14) representing a total of Eleven Thousand Three Hundred Twenty-nine dollars and 65\100s (\$11,329.65) per year shall be paid on/or before the first of each month.

Except as otherwise expressly set forth herein, the Original Lease remains unmodified

and in full force and effect. Hereinafter, the Original Lease as amended by the First Addendum

and this Second Addendum shall be the LEASE AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Second

Addendum as of the Effective Date.

LESSOR:

Gregory A. Cullen, C.M, Airport Director Southern Wisconsin Regional Airport

LESSEE:

Gary B. Meisner Jetson Aviation, LLC

#### FIRST ADDENDUM to Corporate Lease Between Southern Wisconsin Regional Airport County of Rock, Wisconsin and Regal-Beloit Flight Service, Inc.

This First Addendum to Corporate Lease dated as of \_\_\_\_\_\_, 2020 ("First Addendum Effective Date"), is made 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 Regal-Beloit Flight Service, Inc., a Wisconsin corporation, hereinafter called LESSEE.

WHEREAS, COUNTY and LESSEE entered into a certain Corporate Lease on the 1<sup>st</sup> day of June 2004 (the "Original Lease").

WHEREAS, LESSEE has built a new building within its leased area which changes the square footage of improved and unimproved land.

THEREFORE, COUNTY and LESSEE agree to amend the Original Lease upon the terms and conditions contained herein:

1. As of the First Addendum Effective Date, section 1.1 of the Original Lease is deleted and replaced as follows:

#### Article 1 - Premises

1.1 Land

COUNTY does hereby Lease, let and demise to LESSEE, the premises consisting of land as described in "REVISED EXHIBIT A" dated November 26<sup>th</sup>, 2019, which is attached hereto and incorporated herein by reference, and which shall be referred to as PREMISES.  As of the First Addendum Effective Date, sections 3.1 and 3.2 of the Original Lease are deleted and replaced as follows:

#### Article 3 - Consideration

3.1 Consideration

LESSEE agrees to pay to the COUNTY, the Sum of Five Thousand Five Hundred Ninety-seven and 99/100s (\$5,597.99) per year for the use of the leased PREMISES, representing a rental charge of .1182 cents per square foot for Thirteen Thousand Eight Hundred Two (13,802) square feet of unimproved land and .1893 cents per square foot for Twenty Thousand Nine Hundred Fifty-four (20,954) square feet of improved land (2020 rates). It is further agreed that annually during the month of December, rental rates shall be re-negotiated by the parties and will be based on the urban rate of inflation, not to exceed 4% annually. Said rates are to be equal to the rental rates for other buildings in its category and be effective January 1. Rental rates are subject to Airport Board approval.

3.2 Payment

As provided in Section 3.1, the rental charge shall begin on the execution of this Lease. Monthly payments in the amount of Four Hundred Sixty-six Dollars and 50/100s (\$466.50) representing Five Thousand Five Hundred Ninety-Seven Dollars and 99/100s (\$5,597.99) per year shall be paid on or before the 1<sup>st</sup> of each month. LESSEE shall have the option of paying monthly, quarterly, bi-yearly, or yearly.

3. <u>Entire Agreement</u>. This First Addendum and the Original Lease are the entire agreement and understanding of the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements and understandings relating to such subject matter hereof and thereof. 4. <u>Counterparts</u>. This First Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

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

\_\_\_\_\_ day of \_\_\_\_\_\_, 2020.

LESSOR'S Seal

LESSOR Rock County, Wisconsin

BY:

Gregory A. Cullen, C.M. Airport Director

LESSEE'S Seal

LESSEE

BY:

Greg Johnson, Officer of Flight Service Regal- Beloit Flight Service, Inc.

# REVISED EXHIBIT A

#### DESCRIBED AS FOLLOWS

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 12 EAST OF THE 4TH PRINCIPAL MERIDIAN, ROCK TOWNSHIP, ROCK COUNTY, WISCONSIN

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 23; THENCE NORTH 89 DEGREES 57 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 387.36 FEET TO A PK; THENCE NORTH 48 DEGREES 28 MINUTES 30 SECONDS WEST, 199.75 FEET TO A PK AT THE PLACE OF BEGINNING FOR THE LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 41 DEGREES 31 MINUTES 30 SECONDS WEST, 94.00 FEET; THENCE NORTH 48 DEGREES 28 MINUTES 30 SECONDS WEST 42.00 FEET; THENCE SOUTH 41 DEGREES 31 MINUTES 30 SECONDS WEST, 38.00 FEET; THENCE NORTH 48 DEGREES 28 MINUTES 30 SECONDS WEST, 214.00 FEET TO A PK; THENCE NORTH 41 DEGREES 31 MINUTES 30 SECONDS EAST, 142.00 FEET; TO A PK; THENCE SOUTH 48 DEGREES 28 MINUTES 30 SECONDS EAST, THENCE SOUTH 41 DEGREES 31 MINUTES 30 SECONDS WEST, 10.00 FEET TO THE PLACE OF BEGINNING.



December 10, 2019

#### Agreement for Warbird Appearance in Janesville, WI (KJVL)

This Agreement is made as of the 10th day of December 2019 by and between the Tri-State CAF Wing, Docs Friends, Commemorative Air Force Dixle Wing, American Flight Museum, Inc., and Southern Wisconsin Regional Airport.

WHEREAS the B-29 aircraft *Doc* of Doc Friends organization will be traveling through Wisconsin on its way to EAA AirVenture Oshkosh<sup>™</sup> in the summer of 2020; and

WHEREAS Tri-State CAF Wing is hosting a public event at Southern Wisconsin Regional Airport (KJVL) in Janesville, WI on July 17-19, 2020; and

WHEREAS the parties believe that an appearance by these iconic aircraft will benefit each organization: to maintain and preserve the historical significance of these aircraft;

THEREFORE, in consideration of the mutual promises and commitments herein, and other good and valuable consideration, the parties agree as follows:

- The parties will join to promote an event named the "Janesville Warbird Weekend 2020" and "Swing & Wings 2020". Emphasis will be placed on the historic occasion of these rare bombers together on the ramp, flying together. Secondary story lines will be developed to highlight the stories and sacrifice of our American Veterans.
- The aircraft will come to Janesville, WI arriving at noon on Thursday, July 16th and departing any time after July 19<sup>th</sup>, 2020, 5:00pm. The aircraft will be available for a media event at 3:00 PM on Thursday, July 16<sup>th</sup> (Weather permitting). The event will be open to the public on July 17 – 19, 2020.
- 3. Each party will bring the following aircraft to the event:
  - a. B-29 DOC Doc's Friends organization
  - b. SBD-5 Dauntless Dive Bomber Commemorative Air Force Dixie Wing
  - c. F4U Corsair Commemorative Air Force Dixie Wing
  - d. P-51 Mustang Red Nose Commemorative Air Force Dixie Wing
  - e. PT-13 Stearman (or other similar aircraft) Commemorative Air Force Dixie Wing or other CAF unit.
  - f. AC-47 Spooky American Flight Museum, Inc.
- 4. Tri-State CAF Wing will arrange the following aircraft to the event for Static Display:

Page 1 of 6

Janesville Warbird Weekend 2020

- a. Potential static only: KC-135, Rockford React Helicopter, Multiple TBM Avengers, Dozens of translent EAA AirVenture Warbirds.
- Tri-State CAF Wing will coordinate the static display of numerous other aircraft including a variety of experimental aircraft, helicopters, and military aircraft. In addition, will coordinate the display of several military re-enactor organizations.
- 6. Trl-State CAF Wing will negotiate the appearance with the airport and set up the logistics with the FBO's, airport authorities, fire department and others as required. Tri-State CAF Wing agrees to provide additional ground support personnel to help set up crowd control, gate takers, aircraft marshaling, car parking, etc. as required.
- 7. Each party will look to their respective in-house teams for logistics support in scheduling their own hotel rooms and ground transport. Expenses for hotel and ground support will be the responsibility of each party for their own personnel. Tri-State CAF Wing will strive to secure ground transportation for the Docs Friends, Commemorative Air Force Dixle Wing, and American Flight Museum, inc flight crews and ground support personnel through a donation by a local auto dealership. Tri-State CAF Wing will also attempt to secure favorable hotel discounts for all flight crews. Confirmation on the availability of loaned cars and discounted lodging will be made in advance to all parties.
- The "Janesville Warbird Weekend 2020" will charge a gate fee permitting access for 1 day each (10am to 5pm Friday July 17<sup>th</sup>, 9am to 5pm Saturday & Sunday July 18<sup>th</sup> & 19th) to all attendees as follows:
  - a. \$10 per person.
  - b. \$20 per family (immediate family parent(s) and children).
  - c. Children 8 and under free.
  - d. Attendees will have the option to purchase tickets online in advance of the event through a web portal.
- 9. The gross receipts of gate fees will be shared between the parties on the following basis:
  - a. Tri-State CAF Wing will receive fifteen percent (15%) of the total gate receipts.
  - b. Southern Wisconsin Regional Airport will receive five percent (5%) of the total gate receipts plus reimbursement at cost for hourly maintenance staff and equipment.
  - Doc's Friends organization will receive sixty percent (60%) of the remaining gate receipts.
  - Commemorative Air Force Dixie Wing will receive forty percent (40%) of the remaining gate receipts.
  - e. American Flight Museum, Inc. will receive \$2000.00 In local sponsor funds.

Janesville Warbird Weekend 2020

- 10. Doc's Friends organization and the Commemorative Air Force Dixle Wing will sell rides on their aircraft and sell merchandise. No commissions will be asked for on the sale of aircraft rides as part of this agreement and retain 100% of the proceeds.
- 11. Doc's Friends organization and the Commemorative Air Force Dixle Wing will cover the cost of advertising and promotional material leading up to the event using their own PR campaigns.
- 12. Volunteers will collect the gate cash and distribute directly to the Tri-State CAF Wing upon completion of the event. Total online ticket sale proceeds will be transferred electronically from Splashthat.com (hosting websites) and included in the distribution, within 10 days after the conclusion of the event. The Tri-State CAF Wing will distribute all the proceeds to the participating parties as outlined in section 9.
- 13. The "Swing & Wings 2020" hangar benefit will charge an entrance fee permitting access for 1 night (7pm to 10pm, Saturday July 18<sup>th</sup>) to all attendees as follows:
  - a. \$25 per person.
  - b. Children 8 and under free.
  - c. Event sponsors will receive a limited number of free tickets in return for their event sponsorship funds.
  - d. Attendees will have the option to purchase tickets online in advance of the event through a web portal.
- 14. The gross receipts of entrance fees for Swing & Wings 2020 will be shared between the parties on the following basis:
  - a. SC Aviation will receive thirty percent (30%) of the event receipts to donate to the American Cancer Society.
  - b. Forty percent (40%) of the event receipts will be distributed to the Doc's Friends organization.
  - c. Thirty percent (30%) of the event receipts will be distributed to the Commemorative Air Force Dixie Wing.
- 15. SC Aviation will cover the cost of advertising and promotional material leading up to the Swing & Wings 2020 event using their own PR campaigns at their discretion.
- 16. Total online ticket sale proceeds will be transferred electronically from Splashthat.com (hosting website) to the Tri-State CAF Wing, within 10 days after the conclusion of the Swing & Wings event. The Tri-State CAF Wing will distribute the proceeds to the participating parties as outlined in section 14.

Page 3 of 6

- 17. Pete Buffington, Executive Director & Volunteer for the Commemorative Air Force, will be responsible for developing a website and social media page for the promotion of both events. Each party will cooperate in the execution of the event marketing, including announcing to their respective members of the event. Pete Buffington will use all available free marketing resources local to the area leading up to the event including website promotion, social media exposure, radio interviews, TV interviews, and other marketing resources.
- 18. American Flight Museum, Inc. will be paid their sponsor funds as outlined in section 9, by check or cash, issued by the Tri-State CAF Wing on Sunday July 19th after Noon (12:00pm). For each day American Flight Museum, Inc. is unable to attend due to unforeseen conditions (e.g., Weather, Maintenance, etc.), the sponsor proceeds will be reduced by one-third (1/3). The nonparticipation funds will be forfeited to the Tri-State CAF Wing to use for STEM programs and/or aviation scholarship funds.
- 19. All logos of the parties are trademarks exclusively owned by the respective parties. No party shall use the other's logo or likeness in the promotion of the event without the express written consent of the other.
- 20. The parties pledge to cooperate as much as possible to ensure the successful staging and execution of the event. Trl-State CAF Wing will secure food vendors, reenactors, and other attractions as space permits for the 3-day event. Food vendors will pay a 10% royalty on total sales through a separate agreement. These funds will be collected and retained by the Tri-State CAF Wing.
- 21. No guarantee for hangar space is included while in agreement with this event contract. Hangar space is on a first come, first serve basis based upon availability at the various airport businesses and owners. Each party Tri-State CAF Wing, Docs Friends, Commemorative Air Force Dixle Wing, American Flight Museum, Inc., and SC Aviation, Inc. assumes the risk mother nature may pose. Financial loss due to inclement weather and poor attendance is assumed by all agreeing parties with no contribution from each other.
- 22. Tri-State CAF Wing, Docs Friends, Commemorative Air Force Dixle Wing, American Flight Museum, Inc., and SC Aviation, Inc. understand and agree that they are and intend to be independent contractors and nothing in this Agreement or otherwise will cause them to have a relationship of employer and employee, principal and agent, master and servant, joint ventures, members of a joint enterprise, partners or legal representative. No party shall have any authority to represent the other nor make any commitment for any other party.
- 23. Tri-State CAF Wing, Docs Friends, Commemorative Air Force Dixie Wing, American Flight Museum, Inc., SC Aviation, Inc., and Rock County Wisconsin shall each Indemnify, release, defend and hold harmless the other party and each of the other party's respective representatives, agents, employees, contractors, guests, volunteers, divisions, affiliates and

Page 4 of 6

invitees, and Tri-State CAF Wing, from and against any and all liabilities, claims, demands, costs, and expenses for personal injury or damage to property of third parties (including but not limited to reasonable attorneys' fees and costs) to the extent that such claims arise from: (i) negligence or other fault of the indemnifying party or its representatives, agents, employees, contractors, suppliers, customers, guests or invitees, or (ii) failure of the indemnifying party to fully perform all of its obligations under this Agreement.

- 24. No delay or failure by either party to exercise any right or remedy under this Agreement will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the party waiving its rights. A waiver by any party of any breach or covenant shall not be construed as a waiver of any succeeding breach of any other covenant.
- 25. Tri-State CAF Wing, Docs Friends, Commemorative Air Force Dixie Wing, American Flight Museum, Inc., and SC Aviation, Inc. each waives all claims against the other parties (and against the other parties' affiliates, contractors, subcontractors, consultants, employees, agents, volunteers and vendors) for any consequential, special, punitive, exemplary, indirect or incidental damages of any kind arising directly or indirectly out of this Agreement or any performance hereunder (including without limitation lost profits or revenues or increased cost of operation or capital) under any legal theory (including without limitation tort, indemnity, or contribution).

Accepted as of the date first written above:

Doc's Friends prganization	Tri-State CAF Wing
Signature: ARC	Name: Ref By Ffing ton Tenewile
Name: Just Weus	Name: Peter Buffing ton Tonguila
Tille: GH EXECUTIVE DEPERTOR	Title: <u>Executive Drirecter</u> Warbird Weckend
Date: 16 2020	Date: 1/22/2020
American Flight Museum, Inc.	Commemorative Air Force Dixie Wing
Signature: AM	Signature
Name: TAYLOR OLIVER	Name: Chinton Cottral Je.
Title: <u>CHIEF MET</u>	Title: Alishon Sales
Date: 10/ 2020	Date: 1/2/20

Page 5 of 6

Janesville Warbird Weekend 2020

SC Avlation, Inc.	Rock County Wisconsin
Signature Lalf	Signature:
Name: Tim worth	Name:
Title: VP of 5C Auction	Title:
Date: 12/19/19	Date:

<End>



#### REQUEST TO PURCHASE

\$15,000 was approved in the airport's 2020 budget to upgrade signage along Airport Road, Discovery Drive, and S. Oakhill Ave. I solicited estimates from vendors with specifications. La Crosse Sign Group was the only responsive bidder. Their estimate is \$11,740. They will provide all the necessary material. Our staff will remove the old signs and install the new signs.

I recommend purchasing the signs from La Crosse Sign Group.

· Greg Cullen, C.M. Airport Director

1716 W. Airport Rd., Suite 100, Janesville, WI 53546 Phone: 608-757-5768 Fax: 608-758-3060 E-Mail: info@jvlairport.com Web: www.jvlairport.com 2242 Mustang Way Madison, WI 53718 Phone (608) 222-5353 Fax (608) 222-6363

# La Crosse Sign Group

Proposal No. 107904 rev 1

Date: 1/20/2020

		1
Proposal Submitted To: SOUTHERN WISCONSIN REGIONAL AIRPORT	Phone: 608-757-5768	Fax:
Ann: GREG CULLEN E INV: Greg.Cullen@co.rock.wi.us 1716 W AIRPORT RD STE 100 JANESVILLE,WI 53546	Job Name and Address: SOUTHERN WISCONSIN REGION E INV; Greg.Cullen@co.rock.wi.us 1716 W AIRPORT RD STE 100 JANESVILLE, WI 53546	AL AIRPORT

La Crosse Sign Group of Madison to provide the following upon acceptance of this proposal: DIRECTIONAL SIGNS

Produce various non-illuminated directional and wall signs. There will be a total of six (5) directional signs with varying copy and all panels to be interchangeable between each size sign. Quantity one (1) wall sign.

#### Produce three (3) total signs with an overall height of 87".

There will be two (2) double- faced and one (1) single-faced signs. The supports will be 3-1/4" aluminum square tubes and the individual panels for the sign will be 2" deep x 6" high x 95" wide. There will be a 1" aluminum tube separating each 2"x 6" panel for the reveals. All posts, panels and reveals to be painted one color of premium sign grade painted and to be decorated with white 3M HP cut vinyl. (each sign to have different copy). The posts will be direct buried in to the ground 48" by Airport Maintenance.

#### Produce two (2) total signs with an overall height of 61".

There will be one (1) double- faced and one (1) single-faced signs. The supports will be 3-1/4" aluminum square tubes and the individual panels for the sign will be 2" deep x 6" high x 90" wide. There will be a 1" aluminum tube separating each 2"x 6" panel for the reveals. All posts, panels and reveals to be painted one color of premium sign grade painted and to be decorated with white 3M HP cut vinyl. (each sign to have different copy). The posts will be direct buried in to the ground 48" by Airport Maintenance.

#### Produce one (1) wall-mounted sign 48"H x 96" W.

The sign will be single faced and produced using 6mm white ACM aluminum panel decorated with one (1) color of 3M HP cut vinyl per approved artwork. Airport Maintenance to install sign to the wall using mechanical fasteners.

Price include delivery of signs to the customer unassembled and aluminum mounting jig for installation for both sign sizes.

Final artwork to be provided upon acceptance of this proposal.

#### Total Investment For Above Signs: \$ 11,740.00

#### Option A:

#### Blank Panels and Reveals: \$1,798.00\*

Produce Five (5) blank panels and Three (3) 1" reveals to fit between the panels. The panels and reveals will be painted one color of premium sign grade paint for customer future use. Parts to be delivered to customer.

- \* Pricing is subject to review after acceptance of final project specifications and artwork.
- \* Pricing does not include applicable tax.

DUE TO THE VOLATILITY OF RAW MATERIALS, PRICING IS SUBJECT TO REVIEW IF NOT ACCEPTED WITHIN 10 DAYS. CUSTOMER IS RESPONSIBLE FOR ALL PERMIT COSTS.

#### ALL ILLUMINATED SIGNS WILL BE 120 YOLT, UNLESS OTHERWISE SPECIFIED AND QUOTED. FINAL ELECTRICAL HOOK-UP BY CUSTOMER. ALL PRICES ARE PLUS APPLICABLE SALES TAX

We hereby proposed to furnish labor and materials - complete in accordance with the above specifications, for the sum of. As listed

Terms: 50% down, balance due upon completion, with approved credit.

Credit card payments over \$500.00 are subject to a 3.5% surcharge. Cash, check and ACH payments are not subject to a surcharge.

A FINANCE CHARGE, maximum according to law, will be made on all amounts owed over 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon orders, and will become an extra charge over and above the estimate. It is also agreed that if any unforeseen extra costs, such as other than ideal excavating conditions, are encountered, such extra costs will be added to this estimate on a time and material basis. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance to cover his own properties. Our workers are covered by Worker's Compensation and Public Liability insurance.

Authorized Signature: WILLIAM RUPP

Note: This proposal may be withdrawn by us if not accepted within 10 days. WI. BUILDING CONTRACTOR REGISTRATION #1104371

#### CUSTOMER ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Note: See Lien notice on reverse side.

Date:

Signature:

# TERMS AND CONDITIONS

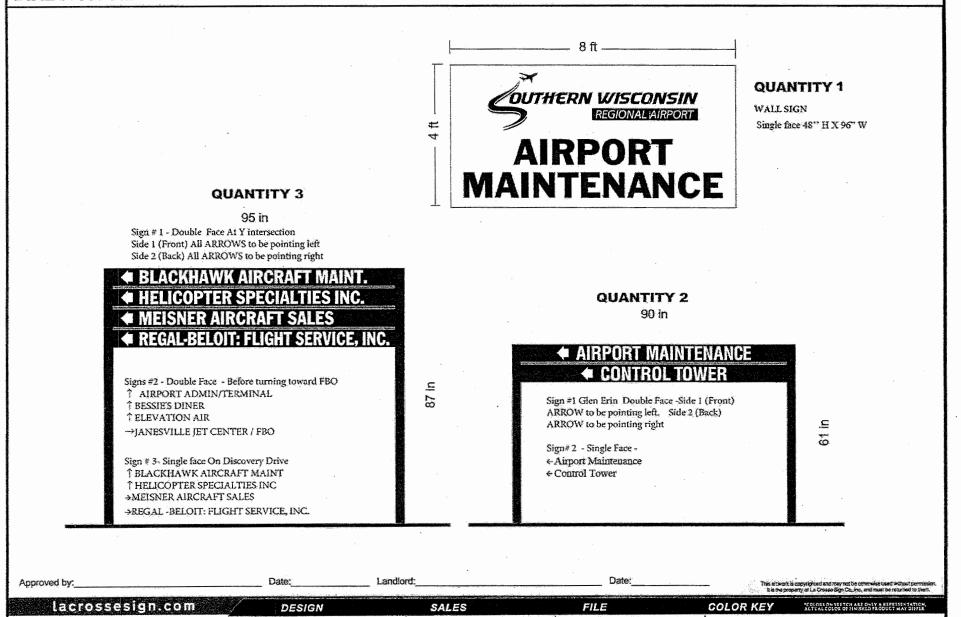
Proposal No. 107904 rev 1 Date: 1/20/2020

- PAYMENT: Payment shall be based on terms listed on this proposal. Interest shall accrue on the unpaid balance from the due date, at the monthly interest rate of 1.5%
- TAXES: Buyer shall pay all taxes and other charges imposed by any governmental authority upon the production, sale, use or shipment of the products sold. Price quotations do not include taxes or other charges, unless specified.
- 3. NOTICE OF LIEN RIGHTS: YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY DESCRIBED ON THE REVERSE SIDE HEREOF MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE LA CROSSE SIGN COMPANY, INC., ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. LA CROSSE SIGN COMPANY, INC. AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY FAID.
- 4. UNDERGROUND UTILITIES: If underground digging is required at the location, it is La Crosse Sign's obligation to have any and all public underground utilities marked and located prior to digging (including water, sewer, electrical, telephone, cable, etc). Customer is liable for any and all costs or damages incurred as a result of lack of marking any private underground utilities (in ground sprinkler systems, etc.)
- GUOTATIONS: Price quotations are not binding beyond 10 days unless mutually agreed. Clerical errors are subject to correction.
  LIMITED WARBANTY AND LIMITATION OF LIABILITY: Seller warrants the products sold and labor provided are free from defects in material and workmanship, subject to reasonable commercial variations. All products are sold and labor provided with the understanding that the customer has independently determined the suitability of the products for its purposes. Should any failure to conform to this warranty appear, and customer gives La Crosse Sign Company, Inc. notice of the defect within 1 year of the product and materials or completion of the work hereunder, whichever last occurs, La Crosse Sign Company, Inc. shall, upon proper notification hereunder and substantiation, at La Crosse Sign Company, Inc.'s option, refund the purchase price or repair or replace the product sold. Any claims for which notice of defect was not given as required above, are deemed waived.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR THE LABOR, MATERIALS AND PRODUCTS PROVIDED UNDER THIS AGREEMENT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY, AND LA CROSSE SIGN COMPANY, INC.'S OBLIGATION SHALL NOT EXCEED ITS OBLIGATION SET FORTH IN THIS WARRANTY.

- 7. COMPLETION: Unless otherwise mutually agreed, this Order is accepted on the basis that time of completion is not of the essence. La Crosse Sign Company, Inc. Is not liable for any delays in completion caused by any cause beyond its reasonable control including accidents to machinery, labor disputes, transportation delays and delays or restrictions imposed by government rules or regulations.
- THIRD PARTY LIABILITY: Seller shall not be liable to any third party for any claim in connection with the products sold. Buyer assumes sole responsibility for such third party liability and shall indemnify seller for all losses the third party claims, including, but not limited to, expenditures for judgments, attorney's fees, litigation and negotiation.
- EXPENSES OF COLLECTION: Buyer agrees to pay all expenses of seller for collection of the amounts owed here under, including reasonable attorney's fees.
- 10. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Wisconsin.
- 11. CONFLICTING TERMS: The terms of this estimate/quotation shall prevail over any conflicting term in any order or other document from buyer.

# DIRECTIONAL SIGNS



lacrossesign.com	DESIGN	SALES	FILE	COLOR KEY "COLORS ON SEETCH ARE DULY A DEPENSENTATION, ACTUAL COLOR OF FINISHED FRADUCT MAY DIFFER
	Drawing by: Brian Anderson	Job Name: South Reg. Airport	Revision Number:	1 Duranodic Bronze
La Crosse Sign Group	Sign Type: Directional Signs	Job Address: Janesville, WI	Job File Location:	@ [_] White 220-10
	Date Created: 12-18-2019		SMadison Job Name	8
1450 Oak Forest Drive - Onalaska, WI 54650 - 608-781-1450 2242 Mustang Way - Madison, WI 53718 - 608-222-5353	Last Modified:	Salesperson: Bill Rupp	Sales Artwork PDFs	<b>0</b>
2502 Melby Street - Eau Claire, WI 54703 - 715-835-6189	Scale: None	Job Number: 107904		



#### **REQUEST TO PURCHASE**

The 2020 budget was approved to replace one garage door on the maintenance facility at an estimated cost of \$11,500. We recently completed the bidding process. Four local, qualified and capable vendors placed a bid. The lowest bid was from Country Door of Janesville for \$12,593. They are able to complete the work 30 days after being awarded the contract and work will be completed within one week within the specs requested. Although this amount exceeds the budgeted amount, we will have funds to cover. Another project has come in under original estimates.

I recommend awarding the overhead garage door replacement to Country Door, Janesville, WI.

Greg Cullen, C.M. Airport Director

1716 W. Airport Rd., Suite 100, Janesville, WI 53546 Phone: 608-757-5768 Fax: 608-758-3060 E-Mail: info@jvlairport.com Web: www.jvlairport.com

### PURCHASING DIVISION

### ROCK COUNTY, WISCONSIN FINANCE DIRECTOR



## **BID SUMMARY FORM**

BID NUMBER	<u>2020-19</u>
BID NAME	OVERHEAD GARAGE DOOR REPLACEMENT
BID DUE DATE	JANUARY 28, 2020 - 1:30 P.M.
DEPARTMENT	SOUTHERN WISCONSIN REGIONAL AIRPORT

	COUNTRY DOOR JANESVILLE WI	JANESVILLE DOOR JANESVILLE WI	MOUND VIEW GARAGE NEILLSVILLE WI	ROCK RIVER DOOR ROCKTON IL
BASE BID	\$ 12,593.00	\$ 13,006.00	\$ 14,000.00	\$ 14,300.00
START DATE	30 DAYS AFTER AWARD	TBD	WITHIN 1 MONTH OF AWARD	3/17/20
COMPLETION	1 WEEK	TBD	60 DAYS	3/19/20

Invitation to Bid was advertised in the Janesville Gazette and on the Internet. Two additional vendors were solicited that did not respond.

PREPARED BY: JODI MILLIS, PURCHASING MANAGER

DEPARTMENT HEAD RECOMMENDATION:

SIGNATURE

DATE

GOVERNING COMMITTEE APPROVAL:

CHAIR

VOTE DATE



# MEMORANDUM

DATE:	February 10, 2020
TO:	Southern Wisconsin Regional Airport Board
FROM:	Gregory A. Cullen, C.M., Airport Director
RE:	Semi-Annual Report – Attendance at Conventions/Conferences that Exceed \$1,000 per Employee per Event

Resolution 06-9A-087 requires each department head to report semi-annually all instances of attendances at all training, conventions and conferences that exceed costs of \$1,000 per event, per employee to their respective governing committee for informational purposes.

Please be advised that the Southern Wisconsin Regional Airport Department had the following employee who attended a training event that fell within the above guidelines.

Attendance was at a Part 139 Operations Training Course though the AAAE. Training took place in Milwaukee from September 23, 2019 through September 26, 2019.

Attendee	Training	Trayel	Lodging	Meals	Total
Kevin Smith	\$1,400.00	\$0	\$0	\$0	\$0

cc: Josh Smith Marilyn Bondehagen



Lease Rate Cap Comparison of WI Airports

Eau Claire - EAU – Old leases have a CPI adjustment every 5 years based on the prior 5 years. The new lease agreements have an annual CPI adjustment without any cap.

Sheboygan - SBM – Has a new manager. Lease language states rates are to be reviewed annually. However, that hadn't been accomplished in recent years. Increases are sporadic and small in nature every 2 to 3 years.

Rhinelander - RHI – Does not have any lease rate cap. They most often use the CPI when rate increases are discussed.

Waukesha - UES – Adjust annually using the June CPI rate. They separate aeronautical (serve the flying public) and standard (all others) lease agreements. Standard has neither a floor nor a ceiling. Aeronautical service providers have a 3.5% minimum and a 10% ceiling for annual adjustments.

La Crosse - LSE – Adjusts annually using the October CPI rate. New rates then take effect Jan 1. No cap. This applies to T-hangar and land-leased tenants.

Monroe - EFT – Reviews every 5 years, but rarely increases rates during the terms of the lease.

1716 W. Airport Rd., Suite 100, Janesville, WI 53546 Phone: 608-757-5768 Fax: 608-758-3060 E-Mall: info@jvlairport.com Web: www.jvlairport.com

# Rate Increase History

			Land		
Date			Lease		Date
Increased	For Year	CPI	Increase	T-Hangar Increase	Effective
1992	1/1/1993		3.70%	See Minutes	7/1/1993
1993	1/1/1994	2.80%	2.50%	See Minutes	7/1/1994
1994	1/1/1995	2.60%	4%	See Minutes	7/1/1995
1995	1/1/1996	2.80%	3%	1-24 @ 2%, 25-64 @ 3%	7/1/1996
1996	1/1/1997	3.00%	3.20%	3.20%	7/1/1997
1997	1/1/1998	2.10%	2%	0%	7/1/1998
1998	1/1/1999	1.50%	1.60%	1.60%	7/1/1999
1999	1/1/2000	2.60%	2.20%	2.20%	7/1/2000
2000	1/1/2001	3.40%	3.40%	0%	7/1/2001
2001	1/1/2002	2.10%	2.10%	2.10%	7/7/2002
2002	1/1/2003	2.00%	1.70%	1.70%	2/1/2003
2003	1/1/2004	2.00%	1.70%	1.70%	2/1/2004
2004	1/1/2005	3.20%	3.30%	3.30%	2/1/2005
2005	1/1/2006	4.30%	4.00%	4.00%	2/1/2006
2006	1/1/2007	1.30%	1.30%	1.30%	2/1/2007
2007	1/1/2008	3,50%	3.50%	3.50%	2/1/2008
2008	1/1/2009	3.70%	3.00%	3.00%	2/1/2009
2009	1/1/2010	-1.30%	0.0%	0.0%	2/1/2010
2010	1/1/2011	1.20%	1.2%	0.0%	2/1/2011
2011	1/1/2012	3.50%	1.3%	1.3%	2/1/2012
2012	1/1/2013	2.20%	0.0%	0.0%	2/1/2013
2013	1/1/2014	1.00%	0.0%	0.0%	2/1/2014
2014	1/1/2015	1.70%	0.0%	0.0%	2/1/2015
2015	1/1/2016	0.20%	0.0%	0.0%	2/1/2016
2016	1/1/2017	1.60%	0.0%	0.0%	2/1/2017
2017	1/1/2018	2.00%	2.00%	2.00%	2/1/2018
2018	1/1/2019	2.50%	2.50%	2.50%	2/1/2019
2019	1/1/2020	1.80%	1.00%	1.00%	2/1/2020

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