



ROCK COUNTY DEPARTMENT OF PUBLIC WORKS

Airport - Highways - Parks

3715 Newville Road, Janesville, WI 53545

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www.co.rock.wi.us

A G E N D A

Public Works Committee Meeting – Airport, Parks, and Highway

Tuesday, March 27, 2018 at 8:00 a.m.

Southern Wisconsin Regional Airport – Voyager Room

1716 W. Airport Rd.

Janesville, WI 53546

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes of January 23rd and February 22nd, 2018
4. Citizen Participation, Communications, and Announcements
5. **AIRPORT BUSINESS**

 - a. Consider/Approve Third Addendum to Agricultural Lease Between Rock County and Whilden R. Hughes
 - b. Consider/Approve Agreement Between the Minnesota Commemorative Air Force Wing (MCAFW), the Texas Commemorative Air Force B29 Squadron (TX CAF), The American Flight Museum, Traderair, and the Southern Wisconsin Regional Airport (SWRA)
 - c. Consider/Approve Sub-lease Between Jetson Aviation and Elevation Air
 - d. Establish Time for Airport/Facilities Tour in April
 - e. Interim Airport Manager's Updates
 - (1) ARFF truck delivered March 20th
 - (2) Projects being updated with WI BOA/Mead & Hunt
 - (3) Economic Impact Study Initiated
6. Next Meeting Date: Tuesday, April 24, 2018 at 8:00 a.m.
7. Adjournment

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

**Third Addendum to Agricultural Lease
Between
Rock County and Whilden R. Hughes**

This Third Addendum to the Lease is made and entered into by and between the COUNTY OF ROCK (Lessor) and Whilden R. Hughes, (Lessee).

The parties entered into a lease agreement on November 22, 2011 for the property located at 4031 Hwy 51 S. Janesville, Wisconsin. Said lease was extended on November 25, 2014 and again on November 2, 2017. The current lease expires on November 30, 2020.

WHEREAS, Lessee has expressed a desire to install a wider gate on a portion of the property included in the lease which will require moving existing fence line,

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is by execution hereof acknowledged, the Lessor and Lessee agrees as follows:

1. Lessee shall purchase and pay for the installation of one manually operated gate, not to exceed 50' in width, which complies with Federal Aviation Administration wildlife standards, to be installed at entrance #40 on W. Happy Hollow Road, Janesville, Wisconsin.
2. Lessor acknowledges that existing fence will have to be moved in order to accommodate the new gate. Lessee shall be solely responsible for the costs and labor associated with the necessary fence change to accommodate a new gate. Lessee agrees to assure that any changes to the fence line will assure that the land is properly enclosed in the same fashion as it currently exists. Lessee will be legally responsible for any damage caused to the fence line as the result of this requested change. Lessee agrees to return the area to the same condition as it existed prior to the removal of fence and the installation of the new gate.
3. Once the gate is installed, Lessor agrees to provide Lessee with a chained lock to secure the gate.
4. Upon installation, Lessee agrees that ownership of the installed gate and any new or modified fence shall transfer to Lessor and be included as Lessor's property for purposes of the Original and all subsequent leases.
5. Lessor agrees to be responsible for future maintenance of the installed gate.
6. Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of Lessee and his respective employees or agents associated with the removal and installation of any fence or the new gate. The duty to indemnify will continue in full force and effect,

notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to the expiration or termination.

7. All other terms and conditions of the original lease and each prior addendum, shall remain unchanged and are incorporated in this Addendum as if set forth in full.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 2018.

LESSOR

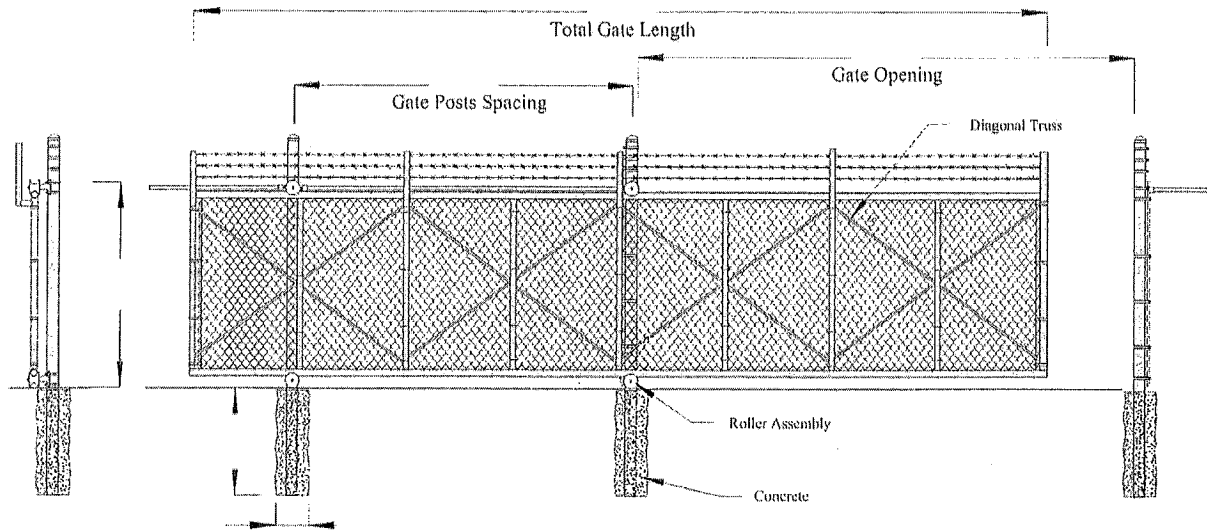
LESSEE

BY: _____
J. Russell Podzilni
County Board Chair

BY: _____
Whilden R. Hughes

BY: _____
Lisa Tollefson
Rock County Clerk

Full Cantilever Slide Gate



Note: Diagonal Braces can be Truss wires, Truss Rods or Tension Bars.



Project:	
Site Location:	Date:
Submitted by:	Drawing # CL-38

AGREEMENT BETWEEN THE MINNESOTA COMMEMORATIVE AIR FORCE WING
(MCAFW), THE TEXAS COMMEMORATIVE AIR FORCE B29 SQUADRON (TX CAF),
THE AMERICAN FLIGHT MUSEUM, TRADERAIR, AND THE SOUTHERN WISCONSIN
REGIONAL AIRPORT (SWRA)

This Agreement is made and entered into as of the ____ day of _____ by and between the Minnesota Commemorative Air Force (MN CAF), the Texas Commemorative Air Force B29 Squadron (TX CAF), The American Flight Museum, Traderair (collectively known as USERS), and the Southern Wisconsin Regional Airport (SWRA).

Whereas, the Commemorative Air Force was founded to acquire, restore and preserve in flying condition a collection of combat aircraft which were flown by all military services of the United States and selected aircraft of other nations, for the education and enjoyment of present and future generations of Americans; and

Whereas, MN CAF is a charter unit of the Commemorative Air Force and owns the B-25 aircraft "*Miss Mitchell*", along with several other support aircraft which will be traveling through Wisconsin in the summer of 2018 on their way to EAA AirVenture Oshkosh; and

Whereas, TX CAF owns the B-24 aircraft "*Diamond Lil*", along with other aircraft with will also be traveling through Wisconsin in the summer of 2018 on their way to EAA AirVenture Oshkosh; and

Whereas, the American Flight Museum is a not-for-profit flying air museum, which participates in airshows for educational purposes and owns the AC47 Spooky; and

Whereas, Traderair owns the C1 A Grumman, a carrier based aircraft, used for airshow demonstrations; and

Whereas, MN CAF, TX CAF, the American Flight Museum and Traderair, collectively knowns as USERS wish to hold an event at the SWRA involving their respective aircraft and seek to enter into a Use Agreement for the temporary use of portions of the SWRA; and

Whereas the parties to this Agreement believe that an appearance at SWRA by the iconic aircraft owned by each of the entities identified above will benefit the community and contribute to the maintenance and historical preservation of the aircraft;

Now, therefore, in exchange for good and valuable consideration, and in further consideration of the mutual benefits to the respective parties, each party agrees to the terms and conditions as set forth below:

1. Scope and Purpose:

Subject to the terms herein, SWRA will allow USERS, at the dates and times described below, access to the airport for the purpose of promoting an event named **"Janesville Warbird Weekend 2018"**.

- A. Purpose: To emphasize the historic occasion of these rare bomber aircraft flying together and being together at SWRA. Additionally, to highlight the stories and sacrifices of American Veterans.
- B. Date: July 21, 2018 to July 22, 2018
- C. Times: 8:00 a.m. to 6:00 p.m. each day. Aircraft are expected to arrive at SWRA at noon on July 20, 2018 and are expected to depart sometime after 5:00 p.m. on July 22, 2018.

It is anticipated that the following aircraft to SWRA by each designated party:

- A. B-25 Miss Mitchell-MN CAF
- B. BT-13 Vultee Vibrator-MN CAF
- C. North American SNJ Texan-MN CAF
- D. L-5 Sentinel (optional)-MN CAF
- E. Ryan PT-22 (optional)-MN CAF
- F. C-45 Bucket of Bolts-TX CAF
- G. B-24 Diamond Lil-TX CAF
- H. T-6 Texan-TX CAF
- I. PT-17 Stearman-TX CAF
- J. AC-47Spooky-The American Flight Museum
- K. C1-A Grumman-Traderair

2. Covenants: USERS agree to the following:

- a. USERS shall be responsible for arranging a static display which may include the following aircraft at the location designated by SWRA: KC-135, Rockford React Helicopter, Multiple TBM Avengers, dozens of transient EAA AirVenture Warbirds, a variety of experimental aircraft, helicopters and military aircraft. USERS shall also be responsible for coordinating the display of any military re-enactor organizations at the location designated by SWRA.
- b. USERS agree to obtain approval from SWRA for the final appearance of any display. Additionally, USERS will cooperate with all airport authorities and personnel, as well as the FBO and local fire department authorities in the establishment and fueling of all aircraft to be present at this event.
- c. USERS shall be responsible to provide any necessary ground support personnel to assist in the coordination of this event. USERS agree to be responsible for the

supervision, management, and control of this event and of all activity/event participants, volunteers, invitees and spectators.

- d. Costs for the Janesville Warbird Weekend 2018 shall be as follows:
 - 1.\$10 per person
 - 2.\$20 per family (to include immediate family, ie: parent(s) and child(ren)
 - 3.Children under 8 are free
- e. MN CAF will create a website to allow for the advance purchase of tickets. Tickets may also be purchased at the event. The distribution of any revenue shall be determined by USERS, who will enter into a separate agreement as to how any revenue will be distributed among them. USERS shall be responsible for collecting, maintaining and distributing all revenues for this event.
- f. SWRA and the County of Rock agree not to seek compensation for the use of the airport for this event.
- g. Any advertisements and/or communications, whether print, radio, television, or otherwise, promoting this event shall refer to the airport as the Southern Wisconsin Regional Airport and will be pre-approved by SWRA prior to release.
- h. USERS may independently arrange for food vendors to be present during this event. No alcohol may be sold or consumed at this event or on any SWRA property. USERS will obtain and pay for all necessary permits and licenses in order to have food available for this event. USERS must enter into separate agreements for such services. USERS agree to be responsible for any damages such vendors cause to the SWRA. USERS further agree to indemnify SWRA and the County of Rock as set forth below in section 4 below.
- i. USERS agree to abide by and ensure compliance with all Rock County policies and regulations governing the use of SWRA. Said policies and regulations relating to the use of SWRA will be provided.
- j. USERS further agree to abide by and ensure compliance with all appropriate FAA and State regulations related to use of SWRA.
- k. USERS agree that failure at any time to abide by or ensure compliance with all required policies and regulations shall constitute grounds for immediate termination of this Agreement and cancellation of this event.
- l. USERS agree to provide unrestricted access to SWRA and its representatives, as well as to representatives of the Sheriff's Office and local municipalities that are providing services to inspect and ensure compliance with this Agreement as well as any policies or regulations.

- m. MN CAF and TX CAF will be permitted to sell rides on their respective aircraft to the public and to sell merchandise. Under no circumstances will The American Flight Museum or Traderair be allowed to give or sell rides on their respective aircraft while at SWRA. MN CAF and TX CAF shall be responsible for assuring that any such aircraft has been properly inspected and is safe to fly and for use by the general public. MN CAF and TX CAF agree that at all times during the term of this Agreement, they each will indemnify, defend, and hold harmless SWRA as well as the County of Rock, its officers, agents, employees and representatives from and against any and all claims, actions, damages, liability, loss, charges, damages, costs, expenses, or reasonable attorney's fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the use of any aircraft for any purpose, including rides sold and/or given to the public, while at SWRA. This duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement with respect to any claims based on facts or conditions that occurred prior to the expiration or termination of this Agreement.
- n. SWRA shall not be responsible to USERS for any special, indirect, punitive, or consequential damages, including but not limited to profits, loss of business, or loss of property, for any reason whatsoever.
3. Insurance: MN CAF, TX CAF, the American Flight Museum, and Traderair, in order to protect themselves as well as SWRA and the County of Rock, under the indemnity provisions set forth in this Agreement, will at all times during the terms of this Agreement keep in force and effect worker's compensation, comprehensive general, and liability insurance policies issued by a company authorized to do business in the State of Wisconsin with limits of not less than:

Personal and Bodily Injury:	Per Person:	\$1,000,000
	Per Accident:	\$2,000,000
Property Damage:	Each Occurrence:	\$1,000,000
	Aggregate:	\$5,000,000

Coverage shall apply as primary with the SWRA and the County of Rock named as additional insureds.

Upon signing this Agreement, each USER shall furnish SWRA with a Certificate of Insurance verifying the existence of such insurance. In the event of any actions, suit, or proceedings against SWRA or the County of Rock, notice will be provided to USERS within five (5) business days. USERS acknowledge that their indemnification liability to SWRA and the County of Rock is not limited by the limits of this insurance coverage.

4. Indemnity: Users agree that they will indemnify, defend and hold harmless SWRA and the County of Rock, its officers, agents, employees, and representatives from and against any and all claims, actions, damages, liability, loss, charges, damages, costs, expenses, or reasonable attorney's fees, which SWRA or the County of Rock, may sustain, incur, or be required to pay arising out of or in connection with or occurring during the course of this Agreement, where such liability is founded upon or grows out of the acts, omissions, negligence or willful misconduct of USERS, its employees, agents, representatives, volunteers, or invitees.

This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to the expiration or termination of this contract.

5. Force Majeure: SWRA, nor the County of Rock, shall not in any way be responsible for any damage, loss, injury, or delay caused by conditions that are beyond reasonable control, which may include but are not limited to: Acts of God, acts of the State of Wisconsin, strikes, labor disputes, fire, explosions, weather, or other casualties, thefts and vandalism.

USERS acknowledge that there is no guarantee that hangar space will be available for their use at the time of this event. Hangar Space at SWRA is available on a first come, first serve basis, based upon the availability of various airport businesses and hangar owners.

6. Condition of SWRA: USERS agree to return the airport to its condition prior to the event, reasonable wear and tear excepted. If the SWRA is damaged during the term of this Agreement by any act, omission, default or negligence of USERS, their employees, volunteers, representatives or invitees, USERS shall restore SWRA to its original condition or pay the County of Rock for the cost of such repairs.
7. Termination: Either party may terminate this Agreement for any reason by giving thirty (30) days written notice to the other party.
8. General Terms and Conditions:
 - a. The entire Agreement of the parties is contained herein and this Agreement shall supersede any and all oral agreements and negotiations between the parties relating to this event. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all of the parties.
 - b. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. The parties agree that any action relating to this Agreement shall be brought in Rock County, Wisconsin.

- c. This Agreement, nor any interest in this Agreement, may not be assigned by USERS under any circumstances.
- d. All logos of the parties are trademarks exclusively owned by the respective parties. No party shall use any other party's logo or likeness in the promotion of this event without the express written consent of the other.
- e. Nothing in this Agreement shall create, establish, or extend the rights or obligations hereunder to any third-party, and is not entered into for the benefit of any third party. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Agreement.
- f. If any provision of this Agreement is held invalid, illegal or unenforceable, such provision may not affect or impair the validity, legality, or enforceability of this Agreement or any of the other provisions contained herein. Each of the provisions herein is severable.
- g. It is agreed by the parties that nothing in this contract shall in any way constitute a waiver on the part of the County or any immunity, liability, limitation, or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either legal or contractual, provide a greater benefit to the County shall apply, unless the County elects otherwise.

The person signing this Agreement on behalf of any party represents that he or she has the authority to bind that party as applicable to this Agreement.

Minnesota Commemorative Air Force

Signed: _____

Name: _____

Title: _____

Date: _____

Texas Commemorative Air Force

Signed: _____

Name: _____

Title: _____

Date: _____

The American Flight Museum

Signed: _____

Name: _____

Title: _____

Date: _____

Traderair

Signed: _____

Name: _____

Title: _____

Date: _____

Southern Wisconsin Regional Airport

Signed: _____

Name: J. Russell Podzilni

Title: Rock County Board Chair

Date: _____

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

Issue – Sub-lease between Jetson Aviation, LLC and Elevation Air, LLC

Discussion – Jetson Aviation LLC is the owner of the building located at 4618 S. Columbia Dr. and desires to sub-lease a portion of the building to Elevation Air, LLC for the purpose of running a flight instruction facility. The Lease Agreement between Southern Wisconsin Regional Airport and Jetson Aviation, LLC states:

ARTICLE 9 - USE

9.1 **Permitted Use**

LESSEE is to use the PREMISES primarily for aircraft storage, **LESSEE** may park personal motor vehicles and may house items incidental to **LESSEE'S** aviation operation under this lease in the hangar complex. **LESSEE** shall not, without written consent of the Airport Director and the Fire Department, store inflammables, except as are wholly contained within the engine and fuel compartments of the aircraft and vehicles. It is specifically understood that **LESSEE** may sublease hangar complex. This provision shall not relieve **LESSEE** of any of its obligations and duties under this Lease. All sub-leases must incorporate by reference this Lease and be consistent with the terms of this Lease and any sub-lease which, in whole or in part, is inconsistent with this Lease shall be null and void with respect to the inconsistent provision thereof.

ARTICLE 10 - ASSIGNMENT/SUB-LEASE

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

Recommendation – Approve Sub-lease between Jetson Aviation, LLC and Elevation Air, LLC.

Respectfully Submitted

Gregory A. Cullen
Interim Airport Manager



MEMORANDUM FOR AIRPORT COMMITTEE MEMBERS

FROM: Greg Cullen

RE: March 27, 2018 Public Works Committee, Airport Manager Project Updates

- Kevin Smith and I completed a final inspection of our new Aircraft Rescue Fire Fighting truck on March 15th at the Neenah, WI assembly plant. All systems checked out and it is quite an upgrade over the current truck. The truck was delivered the 20th. The maintenance crew will be receiving truck capability training Mar 26-29th at the airport. Some members of Janesville FD may join our group training as well.
- I met with Mark Graczykowski, WI Bureau of Aeronautics (BOA) and members of Mead & Hunt Engineering firm Mar 20th to initiate conversation on a few topics. 1) We are going to update our Airport Layout Plan (ALP). Our last ALP was completed August 2004. This is an FAA approved document used as a prerequisite to the granting of Airport Improvement Funds for airport development. The ALP reflects design standards and acts as an agreement between the FAA and the sponsor regarding the proposed allocation of airport areas to specific operational and support functions. 2) Discussed reconstructing our southeast ramp area (closest to Janesville Jet). This was previously budgeted at \$500K. The County has already approved \$100K. Design should occur this year with work in the spring of 2019. 3) Discussed maintenance facility improvements. The County has already approved \$70K. Final budget isn't known because initial plans/desires exceeded state and county budgets. Conducted a walk-around of facility and discussed needs versus wants and possibly completing upgrades in 2 or 3 phases. First focus would be given to electrical, heating and plumbing upgrades. 4) Discussed constructing/expanding our east hangar parking ramp area. 5) Reviewed the Pavement Condition Index of runway 4/22. Discussed possibilities of use in the future and would it make sense to reconstruct with concrete versus asphalt. I will be sure to point out these topics of discussion during our facilities tour in April.
- During the initial Ad-Hoc Committee meeting in February, I was assigned a task to initiate an airport economic impact study. Through the BOA office, I made a formal request and have issued surveys to those locally that are impacted. The BOA will gather data and compile a report. It should be available May/June and I will ensure this Committee receives the report.
- I met with members of Janesville Chamber of Commerce, Madison Area Sports Commission, and UW-Madison to discuss SAFECON 2019. UW-Madison Pilot Group is searching for a location to host a national competition May 2019. They looked at our facilities and we discussed the concept of operation. This would be a great event for SWRA and the local economy as it would draw nearly 100 airplanes and 600 people for a 6-day event. They would have a significant impact to aviation gas sales and flying operations at the airport during that time. I expect to hear an update in early May.

//s//

Greg Cullen
Interim Airport Manager
Southern Wisconsin Regional Airport