

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



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

AGENDA
Public Works Committee Meeting
Tuesday, November 22, 2011 at 8:30 a.m.

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 October 31, 2011
4. Vouchers/Bills/Encumbrances/Pre-Approved Encumbrance Amendments
5. Citizen Participation, Communications, and Announcements

AIRPORT BUSINESS

6. **Action Items**
 - a. Consider Agricultural Lease with Whilden R. Hughes

7. **Information Items**
 - a. Discuss 2012 Lease and T-hangar Rates
 - b. 2011 Project Updates
 1. Update on Reconstruction/Remodel of Terminal Building
 2. Update on Reconstruction of Taxiway "A"
 - c. Report on FAA 27th Annual Great Lakes Airport Conference
 - d. Airport Accounts Receivables

8. Next Meeting Date
9. Adjournment

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

Issues:

Approve Lease Between Southern Wisconsin Regional Airport, Rock County,
Wisconsin, and Whilden R. Hughes.

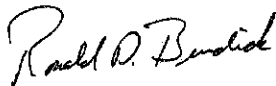
Discussions:

The Southern Wisconsin Regional Airport has 319 acres more or less of land that is suitable for agricultural purposes. Whilden R. Hughes has been leasing this land since 2002 and his current lease expires on November 30, 2011. For the last three years, Mr. Hughes has been paying a rate of \$17,036.10 per year for the land. He has agreed to an increase of 10% for the next three-year term that results in a yearly payment of \$18,739.85.

Recommendation:

I would recommend approval by the Committee.

Respectfully Submitted,



Ronald D. Burdick
Airport Director

AGRICULTURAL LEASE

This Lease, made and entered into this _____, at Rock County, Wisconsin, by and between the County of Rock, hereinafter known as the Lessor, and Whilden R. Hughes, hereinafter known as the Lessee, whose address is 4031 Hwy 51 S, Janesville, WI 53545.

WITNESSETH

That the Lessor, in consideration of the payment of rent hereinafter specified to be paid by the Lessee, and the covenants and agreements herein contained, does hereby Lease, demise and let unto Lessee that certain property designated on the attached sketches which are made a part thereof, which property comprising of 319 acres more or less (see Exhibit A) of which 24.3 acres more or less is restricted to a maximum 42" crop height, and are located in the County of Rock, State of Wisconsin.

Lessee hereby agrees to pay an annual sum of: One Hundred Thirteen and 85/100 (\$113.85) per acre for 43 acres of irrigated land that is located in Parcels 6 and 44 as shown on the Airport's land inventory map; Seventy-five and 90/100 (\$75.90) per acre for 19 acres of non-irrigated land; and Forty-eight and 07/100 (\$48.07) per acre for 258 acres more or less of non-irrigated land for the term of this agreement.

TO HAVE AND TO HOLD the above parcel, subject to the conditions and covenants set out herein, for a term of three (3) years commencing December 1, 2011, and ending November 30, 2014. Lessee agrees to pay as rent annually the amount of Eighteen Thousand Seven Hundred Thirty-nine Dollars and 71/100s (\$18,739.71), of which one-half the annual rent, Nine Thousand Three Hundred Sixty-nine Dollars and 86/100s (\$9,369.86) will be due on or before March 31, 2012, and the remaining balance of Nine Thousand Three Hundred Sixty-nine Dollars and 85/100s (\$9,369.85) will be due on or before December 1, 2012. For the remaining term of this lease, one-half of the annual sum shall be paid to the County of Rock by certified check or money order on or before the following dates: March 1, 2013, December 1, 2013, March 1, 2014, and December 1, 2014. It is further agreed that the December payment will be adjusted to reflect any additional/excluded acreage that has been re-negotiated between the parties.

The Lessee hereby covenants and agrees as follows:

1. That the demised property shall be used only for agricultural purposes.
2. Gates will remain closed and locked at all times when unattended to avoid inadvertent entry to the airport. Lessor will provide Lessee a lock and key for each gate.
3. The demised premises (24.3 acres) shown on the attached Exhibit A, shall be planted with only low-growing crops, such as alfalfa, soybeans, wheat, oats, etc., which shall not obstruct Airport runway lights or cause any obstruction or interference to air navigation
4. That equipment will be brought onto the property for agricultural purposes only and only during daylight hours, unless otherwise authorized by the Airport Director. No equipment will be stored on the property when not in actual use, unless otherwise authorized by the Airport Director. Irrigation equipment which causes an obstruction or interference to air navigation will not be used on the property.

5. To permit the Lessor, at his option and upon ten (10) days written notice to the Lessee, to remove any crops, equipment or other material which obstructs the Airport lighting, air navigation facilities or otherwise interferes with the operation of the Airport, and to charge the cost thereof to the Lessee as additional rent due immediately hereunder.
6. Not to commit, suffer or permit any non-agricultural waste on said property. Lessee further agrees to comply with all state laws, local ordinances or other governmental regulations in connection with pest and weed control, land use, etc., which may be required by the proper authorities.
7. To cultivate, irrigate, fertilize, prune and otherwise farm the premises in accordance with approved practices of good conservation and in accordance with the standard farming practices of the vicinity.
8. That it will, at the expiration of the Lease, quietly yield and surrender the aforesaid leased premises to Lessor in as good condition and repair as when taken, reasonable wear and tear and damage by the elements expected.
9. That any charges or taxes imposed upon the Lessor as a result of the Lessee as a result of the Lease will be paid by the Lessee.
10. To pay Lessor all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by the Lessor to recover any rent due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this Lease, or to recover possession of said property, whether such action progresses to judgment or not.
11. If any rent shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the Lessee contained in this Lease, Lessor may, at its option at any time after such default or breach, and without any demand on or notice to Lessee or to any other person of any kind whatsoever, re-enter and take possession of said property and remove all persons therefrom, without such actions working a forfeiture of the rents to be paid by Lessee.
12. The Lessee shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Lessee's operation at the Southern Wisconsin Regional Airport, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. Workers Compensation Insurance, Statutory Limits
 - b. Claims for damages because of bodily injury, occupational sickness, or disease, or death of his/her employees, and claims insured by usual personal injury liability coverage.
 - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, and claims insured by usual personal injury liability coverage.

- d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
13. Anything herein contained to the contrary notwithstanding, this Lease may be terminated and the provisions of this Lease may be, altered, changed or amended, in writing by mutual consent of the parties hereto. If the leased area, or any portion thereof, is needed by the Lessor for Airport purposes, the Lease may be terminated upon three (3) months written notice to the Lessee. If any of the airport land is removed, the Lessee may retain all crop acre base. Lessee shall be entitled to any monies paid in advance on those parcels deleted by the Lessor and negotiate with Lessor a reasonable reimbursement for loss of inputs and yield.
14. The Lessee for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that;
- a. no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - b. in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - c. the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of Lessee's breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Lease and to re-enter and repossess said land, the facilities thereon, and hold same as if said contract has never been made or issued.

15. Lessee shall have the right and privilege of engaging in and conducting an operation on the premises of Southern Wisconsin Regional Airport, under the terms and conditions as set forth hereinafter, provided however, that this agreement shall not be construed in any manner to grant Lessee or those claiming under it the exclusive right to the use of the premises and facilities of said Airport other than those premises leased exclusively to Lessee hereunder.
16. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly

will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. The undersigned Lessee (hereinafter collectively referred to as "Indemnitors") for and in consideration of the undertaking of the County of Rock to provide security, fire, and other assistance during the activity on the Airport, and for other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged by the Indemnitors, to hereby jointly and severally covenant, undertake and agree that they, and each of them will indemnify, defend, and hold harmless for \$1,000,000 per occurrence the County and its officials, officers, employees and servants in their official capacity (hereinafter collectively referred to as "Indemnitees") and any of them from and against all loss, all risk of loss and all damage, (including expense), sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgements and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by bodily injury including death or property damage (including loss of use) arising out of or relating in any manner to the Southern Wisconsin Regional Airport and to protect and defend Indemnitees and any of them with respect thereto, the sole negligence of the Rock County, its officials, officers, and employees excluded.

The foregoing obligation by the Indemnitors shall be covered by specific Contractual Liability Insurance purchased by the Indemnitors from an insurance company duly licensed to engage in the business of issuing such insurance in the State, such insurance to be evidenced by a certificate which so provides for notice of fifteen (15) days cancellation or non-renewal and is delivered to the County of Rock prior to the effective date of any lease or contract for services delivered to the County of Rock. Indemnitors do not intend the obligation they undertake as expressed in this instrument to inure to the benefit of any person or legal entity not named herein as Indemnities. Indemnitors further agree and understand that a material part of the inducement to the municipality to provide the services which are part of the consideration for the obligation expressed in this instrument are the representations made by the Indemnitors, individually, or through their agents, about the nature of Airport premises operations including, but not limited to the recitals in this Instrument and those appearing in the lease or service contract.

The Indemnitors further agree and understand that the foregoing Hold Harmless and Indemnification obligation may invalidate the conditions of their insurance policies and accept the sole responsibility for notifying their insurance carriers of the existence of this agreement including but not limited to the necessary procurement of "Waiver of Subrogation" and Broad Form Contractual Liability Insurance.

18. That Lessor may, at its option, at any time, delete certain parcels or parts thereof from this agreement for other uses. Lessee shall be entitled to any monies paid in advance on those parcels deleted by the Lessor.
19. In accordance with Rock County Resolution 11-10A-481 adopted October 13, 2011, Lessee agrees that it will ban the open carrying of firearms and the carrying of concealed weapons in buildings and property leased from Lessor.
20. This Lease is subordinate to the provision of any existing or future agreement between the Lessor and the United States relative to the operation of maintenance of the Airport,

the executive of which has been or may be required as a condition to the expenditure of federal funds for development of the Airport.

IN WITNESS THEREOF, the parties hereto have set their hands and seals the day and year in this Lease first above written.

LESSOR'S Seal LESSOR
ROCK COUNTY, WISCONSIN

BY: _____
Kurtis Yankee, Chair
Rock County Public Works Committee

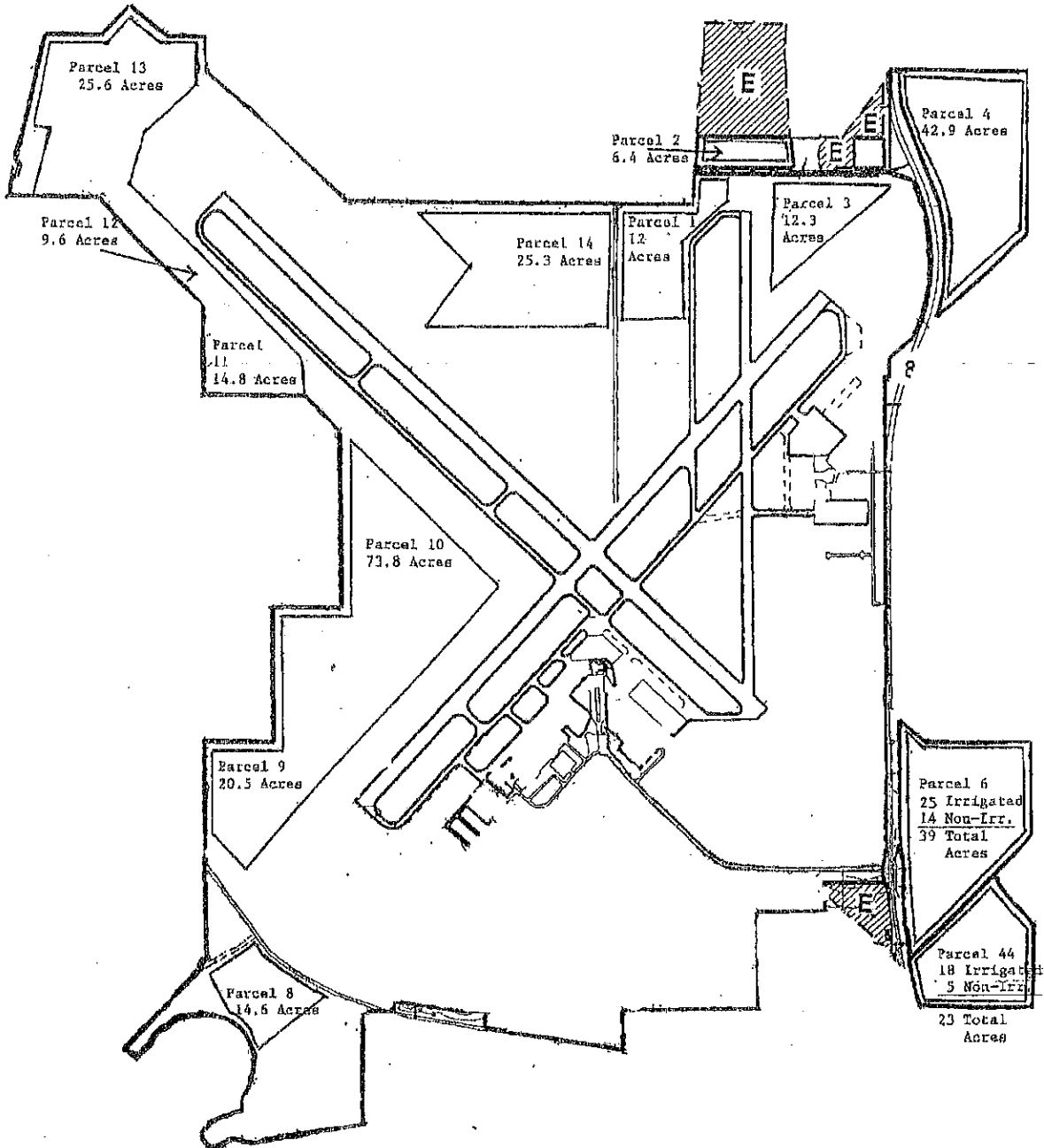
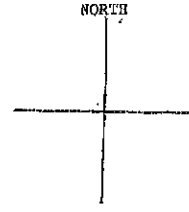
BY: _____
J. Russell Podzilni, Chair
Rock County Board of Supervisors

BY: _____
Lori Stottler
Rock County Clerk

LESSEE'S Seal LESSEE

BY: _____
Whilden R. Hughes

NORTH



Databases, Tables & Calculators by Subject

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Data extracted on: November 16, 2011 (10:22:07 AM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SAO
 Not Seasonally Adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2001	175.1	175.8	176.2	176.9	177.7	178.0	177.5	177.5	178.3	177.7	177.4	176.7	177.1	176.6	177.5
2002	177.1	177.8	178.8	179.8	179.8	179.9	180.1	180.7	181.0	181.3	181.3	180.9	179.9	178.9	180.9
2003	181.7	183.1	184.2	183.8	183.5	183.7	183.9	184.6	185.2	185.0	184.5	184.3	184.0	183.3	184.6
2004	185.2	186.2	187.4	188.0	189.1	189.7	189.4	189.5	189.9	190.9	191.0	190.3	188.9	187.6	190.2
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	195.3	193.2	197.4
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	201.6	200.6	202.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	207.342	205.709	208.976
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	215.303	214.429	216.177
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	214.537	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	218.056	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421				223.598	

12-Month Percent Change

Series Id: CUUR0000SAO
 Not Seasonally Adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2001	3.7	3.5	2.9	3.3	3.6	3.2	2.7	2.7	2.6	2.1	1.9	1.6	2.8	3.4	2.2
2002	1.1	1.1	1.5	1.6	1.2	1.1	1.5	1.8	1.5	2.0	2.2	2.4	1.6	1.3	1.9
2003	2.6	3.0	3.0	2.2	2.1	2.1	2.1	2.2	2.3	2.0	1.8	1.9	2.3	2.5	2.0
2004	1.9	1.7	1.7	2.3	3.1	3.3	3.0	2.7	2.5	3.2	3.5	3.3	2.7	2.3	3.0
2005	3.0	3.0	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4	3.0	3.8
2006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.2	3.8	2.6
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.8	2.5	3.1
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	3.8	4.2	3.4
2009	0.0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4	-0.6	-0.1
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6	2.1	1.2
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5				2.8	

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[Inspector General \(OIG\)](#)
[Budget and Performance](#)

Rate History

For Year	CPI	Land Lease Increase	T-Hangar Increase Effective Feb 1
1/1/2003	2.00%	1.70%	1.70%
1/1/2004	2.00%	1.70%	1.70%
1/1/2005	3.20%	3.30%	3.30%
1/1/2006	4.30%	4.00%	4.00%
1/1/2007	1.30%	1.30%	1.30%
1/1/2008	3.50%	3.50%	3.50%
1/1/2009	3.70%	3.00%	3.00%
1/1/2010	-1.30%	0.00%	0.00%
1/1/2011	1.20%	1.20%	0.00%
1/1/2012			

Southern Wisconsin Regional Airport Survey
October 2011

Airport	Lease Rates Per Square Foot Per Year		T-Hangar Rates				Fuel Flow		Landing Fees					
	Corporate/Private		Monthly				Cents Per Gallon		Signatory					
	Improved	Un-improved	Improved	Un-improved	Rate 1	Rate 2	Rate 3	Rate 4	Corporate	Commercial	Rates per 1000 lbs	Minimum Fee	Rates Per 1000 lbs.	Minimum Fee
Austin Straubel International Airport	NA	NA	\$ 26.13	\$ 16.72	\$ 229.00	\$ 272.00			NA	NA	\$ 1.16	\$ 5.00	\$ 1.45	\$ 5.00
Aurora Municipal	\$ 0.3700	\$ 0.3700	\$ 0.3700	\$ 0.3700	\$ 400.00	\$ 450.00	\$ 1,200.00		\$ 12.50		\$ -	\$ -	\$ -	\$ -
Chippewa Valley Airport		\$ 0.2750		\$ 0.2750	\$ 135.00	\$ 141.00	\$ 221.00		\$ 0.08	\$ 0.08	\$ 1.11		\$ 1.18	
Dane County Airpot	.537-.770	.095-.452	.537-.770	.095-.452	\$250.00 per month - all non-heated				\$ -	\$ 0.08	\$ 2.21	\$ 27.63	\$ 2.76	\$ 34.50
Fort Wayne International	\$ 40.44	\$ 48.53	\$ 40.44	\$ 48.53	\$ 175.00	\$ 229.00	\$ 286.00		\$ 0.08	\$ 0.08	\$ 2.36	-	\$ 2.83	-
LaCrosse Airport	Varies	\$ 0.2800	Varies	\$ 0.2800	\$ 76.13	\$ 91.19	\$ 111.80	\$ 122.45	\$ 0.07	\$ 0.07	\$ 3.78	N/A	\$ 4.91	N/A
Outagamie County Regional Airport		\$ 0.2300		\$ 0.2300	\$ 193.03	\$ 321.40			\$ 0.06		\$ 1.20		\$ 1.50	
Quincy Municipal - Baldwin Field	\$ 0.3000	na	na	na	\$ 83.83	\$ 83.83	\$ 123.22	\$ 143.93	\$ -	\$ -	\$ 0.61	na	na	na
Southern Wisconsin Regional Airport	N/A	\$ 0.1105	\$ 0.1769	\$ 0.1105	\$ 213.00	\$ 227.00	\$ 250.00		\$ 0.08	\$ 0.08	N/A	N/A	\$ 1.75	\$ 18.00
Waukesha County Airport	\$ 0.0340	NA	\$ 0.2742	NA	\$ 199.00	\$ 300.00	\$ 350.00		\$ 0.10	\$ 0.10	NA	NA	NA	NA
Waukegan Regional Airport	\$ 0.4000	\$ 0.4000	N/A	N/A	\$ 450.00	\$ 410.00	\$ 395.00	\$ 375.00	.09/.11	N/A	N/A	N/A	N/A	N/A
West Bend Airport	\$ 0.1100	\$ 0.1100	\$ 0.1100	\$ 0.1100	\$ 0.08				\$.08 Jet	\$.07 Av Gas				
Wittman Regional Airport	\$ 0.2300	\$ 0.1500	\$ 0.2300	\$ 0.1500	\$ 147.00	\$ 189.00	\$ 110.25	\$ 131.25	\$ 0.09	\$ 0.09	N/A	N/A	\$ 1.10	N/A