

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, February 22, 2011 at 8:30 a.m.

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

1. Call to Order at 8:30 a.m.
2. Approval of Agenda
3. Approval of Minutes January 25, 2011
4. Vouchers/Bills/Encumbrances/Pre-Approved Encumbrance Amendments
5. Citizen Participation, Communications, and Announcements

AIRPORT BUSINESS

6. **Action Items**
 - a. Approve Terminal Project Design and Phasing
 - b. Approve Consent Agreement for King Capital JJC Hanger LLC
6. **Information Items**
 - a. Airport Marketing
 - b. Discuss Proposed Wisconsin Aviation Academy Fundraising Events
 - c. Airport Accounts Receivables
6. Next Meeting Date
7. Adjournment

CONSENT OF LESSOR

WHEREAS, Rock County ("Lessor"), a political subdivision of the State of Wisconsin, and King Capital JJC Hanger LLC ("Lessee"), a Wisconsin limited liability company, have entered into one or more Agreements under which Lessee is leasing from Lessor certain land at the Southern Wisconsin Regional Airport in Janesville, WI on which Lessee owns, operates and maintains airplane hangers at 1703 W. Airport Road and 4606 S. Atlantis Road, Janesville, WI 53546 (collectively the "Ground Leases"); and

WHEREAS, Lessee has assigned the Ground Leases to First Community Bank ("Lender") as collateral for loans extended to Lessee which are secured by the hangar buildings and related improvements located on Lessor's land (collectively the "Lessee Improvements");

WHEREAS, Lender has a perfected mortgage and security interest in the Lessee Improvements and other property of Lessee; and

WHEREAS, the parties desire to document Lessor's consent to Lessee's assignment of the Ground Leases to Lender for collateral purposes and Lessor's acknowledgement and confirmation of certain rights Lender has in Lender's collateral in the event of a default by Lessee on Lessee's obligations to Lender.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the parties, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Consent to Assignment.** Lessor hereby acknowledges and consents to the assignment of the Hangar Leases by Lessee to Lender for collateral purposes. Said assignment does not constitute a breach or violation of any provision of the Ground Leases. Lessor, now and at all times hereafter, has no right, title or interest in the Lessee Improvements or other property owned by Lessee.

2. **Lender Access/Recovery of Collateral.** In the event any proceedings are brought by Lender to recover the Lessee Improvements or any other property of Lessee upon a default by Lessee on its obligations to Lender or in the event Lessee transfers or conveys the Lessee Improvements or other property to Lender in lieu of any such proceeding, Lessor agrees and consents to (a) allow Lender to enter upon Lessor's property and take possession of said Lessee Improvements and other property so long as such access does not interfere with or endanger airport operations, (b) waive all rights Lessor may have to restrict Lender's access to Lessor's property except to the extent such restriction is allowed for nonpayment of rent under the terms of the Ground Leases, (c) allow Lender to sell, lease or take such other actions Lender deems necessary to recover or dispose of Lender's collateral, (d) waive any right Lessor may have to possess the Lessee Improvements or other property of Lessee, (e) waive any right Lessor may have to require Lender to assemble any collateral under §409.53 and related provisions of the Wisconsin Statutes, (f) allow Lender or Lender's designee to assume Lessee's interest in the Ground Leases provided that Lender or any such designee thereafter complies with the terms and conditions of the Ground Leases, and (g) allow Lender to collect rents from any occupants, tenants or users of the Lessee Improvements so long as Lender or Lender's designee complies with the terms and conditions of the Ground Leases and the ongoing use of the Lessee Improvements is not inconsistent with the terms of the Ground Leases and/or applicable ordinances and regulations of Lessor.

3. **Lender Obligations.** In the event Lender's access to Lessor's property as provided above causes damage to roadways or other property of Lessor, Lender agrees to indemnify Lessor and hold Lessor harmless for any and all costs and expenses for repairs made necessary due to the damage sustained. Lender shall not be responsible for any damages, liabilities, attorneys' fees, costs or expenses arising from any breach of the Ground Leases by Lessee.

4. **Ground Leases Not in Default.** Lessor confirms that Lessee is not in default under the terms of the Ground Leases.

5. **Ground Leases Remain in Effect.** This Consent shall not amend or alter the terms of the Ground Leases, it being the intent of the parties that all terms and conditions of the Ground Leases shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Consent to become effective as of the _____ day of February, 2011.

LESSEE:

King Capital JCC Hangar, LLC

By: _____

Stephen B. King, Sr.
Managing Member

LENDER:

First Community Bank

By: _____

William N. Albright
President

LESSOR:

County of Rock, Wisconsin

By: _____

Lorena R. Stettler
Rock County Clerk

By: _____

Kurtis Yankee, Chair
Rock County Public Works Committee

By: _____

J. Russell Podzilni, Chair
Rock County Board of Supervisors

Proposed 2011 WAA Fundraising Events

PROJECT DISCRPTION

Wisconsin Aviation Academy's Southern Wisconsin Summer AirFAIRS will bring together aviation, car shows, and racing enthusiasts, in a serous of three weekend events at Southern Wisconsin Regional Airport. With three separate and distinct variations upon the common theme of aviation AirFAIRS will draw upon a regional group of spectators. The events are as follows:

1. WINGZ & WHEELS AUGUST 20, 2011
2. DAIRY AirFAIR AUGUST 27, 2011
3. 9/11 MEMORIAL TRIBUTE SEPTEMBER 10, 2011

Anticipated AirFAIR attendance is 25,000 people. With the help of a veteran board of directors, experienced well trained volunteer base, and event chairs Wisconsin Aviation Academy is confident that its attendance goals will be met or exceeded with this unique slate of events.

AirFAIRS will take place at the Southern Wisconsin Regional Airport (SWRA) located on US HWY 51 between Beloit and Janesville, Wisconsin. SWRA is also the location of Southern Wisconsin AirFEST, now celebrating its' 10th Anniversary show July 29th-31st, 2011 (just 3 weeks prior to the beginning of AirFAIR). AirFAIR is the creation of Tom Morgan and WAA and, starting from nothing, has consistently drawn over 20,000 visitors every year with a top crowd of nearly 50,000 in 2009.

Brittnay Wittnabel will be the Event Coordinator for these family-friendly, patriotic events. Brittnay has several years of event coordination with several events including the Beloit International Film Festival, Beloit Riverfest, and Southern Wisconsin AirFEST. Her talents are well-suited to start AirFAIRS off on the right track.



WINGZ & WHEELZ

The first of the 3 AirFAIRS will be *Wingz & Wheelz* on August 20, 2011. *Wingz & Wheelz* will feature three different elements for spectators to enjoy:

1. Judged Car Show
2. MWSS sanctioned Kart Race
3. Airport Fly – In

Wingz & Wheelz expects to have over 300 show cars on display, 50 Kart racers, and 50 static aircraft on display. Additionally, Wingz & Wheelz is a Department of Defense (FORM 2535) approved event, which will enable the event to draw upon aviation, assets for fly overs and, static displays.

Expected attendance 7000 to 8000



DAIRY AIRFAIR

The Dairy AirFAIR will be “All Things Wisconsin” showcasing Wisconsin Tourism, Commerce, Municipalities, and personalities. Iconic, dairy state will attempt the tastebuds of attendees with a taste of Wisconsin, featuring vendors such as Oscar Meyer, Johnsonville Brats, New Glorious Brewery, and Bucky Cheeses. A mini airshow and Aircraft Fly – IN will be the featured aviation event of the Dairy AirFAIR. Local “On Field” favorite Susan Dacy and BIG RED will be the featured finale event. Aviation and aerospace companies such as Mid-West Airlines, Air Wisconsin, Wag-Aero, Champion Aircraft, and Wisconsin based flight schools and charter companies will be the focus of the numerous ground displays.

Expected attendance 7000 to 8000



9/11 MEMORIAL TRIBUTE

In recognition of the fallen heroes and the tragic incident of September 11, reverent tribute will also celebrate the strength and resilience of America’s first responders. Firefighters, EMT’s, Police, Sherriff, National Guard and Military Units will be represented in a Memorial Runway Parade and culminated by a missing man formation Fly – By.

Expected attendance 10,000

Goals

25,000 attendees over 3 Saturday events

200 visitors will stay overnight in Beloit and Janesville hotels

24,800 daytrippers will attend Southern Wisconsin Summer AirFAIRS

Target Markets

Southern Wisconsin Summer AirFAIRS' target market covers a multi-state area for pilots and primarily Illinois and Wisconsin for auto and racing enthusiasts. It is anticipated that several hundred pilots will fly in during the AirFAIRS. A significant percentage of these pilots are likely to be from Chicago suburbs in Illinois and Northwest Indiana. Additionally, we expect numerous pilots to fly in from central and northern Wisconsin and Iowa. Drive-in visitors are likely to come from throughout southern and central Wisconsin, as well as Northern Illinois and Chicago suburbs.

Car show attendees, car club members, and auto supply stores customers will all be targeted heavily for Wingz & Wheelz and the drive-in component of the Dairy AirFAIR.

Estimated Economic Impact

With an estimated 15,000 to 25,000 people attending Wisconsin Aviation Academy's AirFAIR over three weekends, we expect a tourism spend of between \$710,000 and \$1,170,800. Having a sister company in Southern Wisconsin AirFEST, Inc., WAA will capitalize on the strategic advantage of AirFEST's Email roster of 6,000 aviation enthusiasts, and In-Kind advertising at the 10th Anniversary Southern Wisconsin AirFEST that will have a value of over \$10,000 broadcast to a captive audience on the very site of the AirFAIR events.

Visitor (By Tourism Category)	Visitor Expenditure*	# of Attendees		Economic Impact	
		Low Est.	High Est.	Low Estimate	High Estimate
Hotel Overnight Visitors	\$150	100	200	\$15,000	\$30,000
Day-Trippers	\$46	14,900	24,900	\$685,000	\$1,145,400
Total	998	15,000	25,000	\$700,000	\$1,175,400

Source: Wisconsin Department of Tourism / Davidson-Peterson Associates Survey 2009