

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
February 25, 2010 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 26, 2010
4. Citizen Participation, Communications, and Announcements
5. Public Hearing on Airport Improvements (8:35 a.m.)

AIRPORT BUSINESS

6. Action Items

- a. Approve Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid
- b. Approve Resolution Agency Agreement and Federal Block Grant Owner Assurances
- c. Approve Addendum to HIS Aviation Holdings Lease Extending Start Date of Lease Payments for Building Addition.

7. Information Items

- a. Discuss Terms for 2010 Use Agreement for AirFEST (2009 Agreement attached for review)
- b. Update from Tom Morgan on 2010 Air Show
- c. Airport Accounts Receivables

8. Next Meeting Date

9. Adjournment

42 referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and
43 unspent balance after the project is completed is to be returned to the Sponsor by the Secretary; the
44 Sponsor will make available any additional monies that may be found necessary, upon request of the
45 Secretary, to complete the project as described above; the Secretary shall have the right to suspend or
46 discontinue the project at any time additional monies are found to be necessary by the Secretary, and
47 the Sponsor does not provide the same; and
48

49 WHEREAS, the Sponsor is required by law (sec. 114.32(5), Wis. Stats.) to designate the Secretary
50 as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the
51 Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its
52 agent for other purposes.
53

54 **“DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR’S AGENT”**
55

56 THEREFORE, BE IT RESOLVED, by the Sponsor that the Secretary is hereby designated as its
57 agent and is requested to agree to act as such in matters relating to the airport development project
58 described above, and is hereby authorized as its agent to make all arrangements for the development
59 and final acceptance of the completed project whether by contract, agreement, force account or
60 otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies,
61 either public or private, for the acquisition, construction, improvement, maintenance and operation of
62 the airport; and, to acquire property or interest in property by purchase, gift, lease, or eminent domain
63 under Chapter 32 of the Wisconsin Statutes; and, to supervise the work of any engineer, appraiser,
64 negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or
65 other documents required or requested by any agency of the federal government and to comply with all
66 federal and state laws, rules, and regulations relating to airport development projects.
67

68 FURTHER, the Sponsor requests that the Secretary provide, per Section 114.33(8)(a) of the Wis.
69 Stats., that the Sponsor may acquire the required land or interests in land that the Secretary shall find
70 necessary to complete the aforesaid project.
71

72 **“AIRPORT OWNER ASSURANCES”**
73

74 AND BE IT FURTHER RESOLVED that the Sponsor agrees to maintain and operate the airport in
75 accordance with certain conditions established in Chapter Trans 55, Wisconsin Administrative Code, or
76 in accordance with Sponsor assurances enumerated in a Federal Grant Agreement.
77

78 AND BE IT FURTHER RESOLVED THAT THE County Board Chair and County Clerk be
79 authorized to sign and execute the Agency Agreement and Federal Block Grant “Owner Assurances”
80 authorized by this Resolution.
81

82 **CERTIFICATION**
83

84 I, _____, Clerk of Rock County, Wisconsin, do hereby certify that the foregoing
85 is a correct copy of a Resolution introduced at a _____ meeting of the _____
86 on _____, 2010, adopted by a majority vote, and recorded in the minutes of said
87 meeting.
88

89
90 _____
91 Clerk

Page 3 Resolution
PETITIONING THE SECRETARY OF TRANSPORTATION FOR AIRPORT IMPROVEMENT
AID

Respectfully submitted,

PUBLIC WORKS COMMITTEE

Kurtis L. Yankee, Chair

Betty Jo Bussie, Vice-Chair

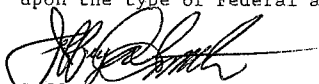
Richard Ott

Eva Arnold

David Diestler

FISCAL NOTE:

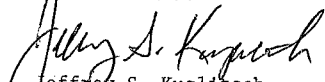
If any of the petitioned projects are granted, Rock County would be responsible for the local share, which could be 2½% to 50% of the projects' costs, depending upon the type of Federal and/or State grant funding available for the project.



Jeffrey A. Smith
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.02 and 114.33(2), Wis. Stats.



Jeffrey S. Kuglitsch
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Craig Knutson
County Administrator

**Executive Summary
For
Resolution
Petitioning The Secretary Of Transportation
For Airport Improvement Aid**

This resolution petitions the State of Wisconsin and/or the Federal Government for the necessary improvements to meet the existing and future needs of the Rock County Airport.

This resolution also outlines the state and federal requirements for applying to obtain funding assistance. This resolution is important for the future planning and timely execution of development as it becomes necessary.

The resolution does not require county funds to be available, however should a part or all of the projects become eligible, and state and or federal aid become available, a request would be brought to the county board through future airport capital improvement budgets to provide the sponsor share for each project.

If approved, this resolution and the Airport Owner Assurances signed by the County Board Chair and County Clerk will be forwarded to the State of Wisconsin, Bureau of Aeronautics for their approval.

Respectfully Submitted,

Ronald D. Burdick
Airport Director

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee
INITIATED BY



Ronald D. Burdick
DRAFTED BY

Public Works Committee
SUBMITTED BY

January 21, 2010
DATE DRAFTED

AGENCY AGREEMENT AND FEDERAL BLOCK GRANT OWNER ASSURANCES

1 WHEREAS, Rock County, Wisconsin, hereinafter referred to as the Sponsor, desires to
2 sponsor an airport development project to be constructed with federal aid and/or state aid, specifically,
3 the Southern Wisconsin Regional Airport project to:

4
5 Re-mark airport pavements, reconstruct apron near Regal-Beloit hangar, crack seal Runway
6 04/22, seal/repair CC joints Runway 14/32 and associated taxiway, install elevated guard lights
7 Runway 32, and any necessary related work.

8
9 WHEREAS, the Sponsor adopted a resolution on _____, 2010, a
10 copy of which is attached and the prescribed terms and conditions of which are fully incorporated into
11 this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set
12 forth in the Resolution, and agreeing to maintain and operate the airport in accordance with certain
13 conditions; and

AGENCY AGREEMENT

14
15
16
17 WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the
18 Sponsor until financial closing of this project;

19
20 NOW THEREFORE, the Sponsor and the Secretary do mutually agree that the Secretary
21 shall act as the Sponsor's agent in the matter of the airport development as provided by law and as set
22 forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal
23 services to the Sponsor.

24
25 Secretary of Transportation

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29
30
31 David M. Greene, Director
32 Bureau of Aeronautics

33
34 Date: _____
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FEDERAL BLOCK GRANT OWNER ASSURANCES

WHEREAS, the Sponsor does agree to the conditions established in Trans 55, Wisconsin Administrative Code, and for projects receiving federal aid, to the attached Federal Sponsor Assurances which are a condition of a Federal Grant of Funds.

The Federal Block Grant Owner Assurances shall remain in full force and effect throughout the useful life of the facilities developed under this project, but in any event not to exceed twenty (20) years from the date of the Finding;

ACCEPTANCE:

The Sponsor does hereby accept the Agency agreement and the Federal Block Grant Owner Assurances.

**SPONSOR
Rock County, Wisconsin**

Name

Title

Date

Name

Title

Date

Respectfully submitted,

PUBLIC WORKS COMMITTEE

Kurtis L. Yankee, Chair

Betty Jo Bussie, Vice-Chair

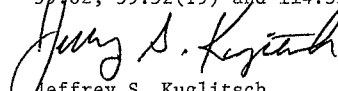
Richard Ott

Eva Arnold

David Diestler

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01, 59.02, 59.52(19) and 114.33(2), Wis. Stats.


Jeffrey S. Kuglitsch
Corporation Counsel

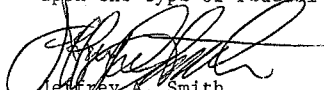
ADMINISTRATIVE NOTE:

Recommended.


Craig Knutson
County Administrator

FISCAL NOTE:

If any of the petitioned projects are granted, Rock County would be responsible for the local share, which could be 2½% to 50% of the projects' costs, depending upon the type of Federal and/or State grant funding available for the project.


Jeffrey A. Smith
Finance Director

**Third ADDENDUM
to
LEASE AGREEMENT
between
ROCK COUNTY, WISCONSIN
and
HSI Aviation Holdings, 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 COUNTY, and HSI Aviation Holdings, LLC, hereinafter called LESSEE, entered into a certain contract hereinafter called AGREEMENT, on the 1st day of May 2003.

WHEREAS, LESSEE desires to adjust the start date of consideration as shown in First Addendum to Lease Agreement to the terms in paragraph 3.2.a Payment:

ARTICLE 3 - CONSIDERATION

3.2.a Payment

As provided in Section 3.1.a, the rental charge shall begin on May 1, 2010 or occupancy, whichever comes first. Payments for Exhibit "B" in the amount of Four Hundred Fifty-seven Dollars and 71/100s (\$457.71) representing a total of Five Thousand Four Hundred Eighty-two and 61/100s (\$5,492.46) per year (2010 rates) shall be paid on/or before the first of each month

ARTICLE 41 - AUTHORITY

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

_____ day of _____, 2010.

LESSOR'S Seal

LESSOR

ROCK COUNTY, WISCONSIN

BY: _____
Kurtis L. Yankee, Chairman
Rock County Public Works Committee

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

BY: _____
Lorena R. Stottler
Rock County Clerk

LESSEE'S Seal

LESSEE

BY: _____
James P. Freeman, President
HSI Aviation Holdings, LLC

COPY

**Agreement Between
Southern Wisconsin AirFEST, Inc.
and
Southern Wisconsin Regional Airport**

Southern Wisconsin AirFEST, Inc. and the Southern Wisconsin Regional Airport hereby enter into an agreement for use of the Southern Wisconsin Regional Airport in 2009. This agreement, reflects the intention of Southern Wisconsin AirFEST to hold an annual event in each of the calendar years listed, on a date to be determined, and as mutually agreed upon by Southern Wisconsin AirFEST, Inc. and the Airport Director, acting on behalf of the Rock County Public Works Committee.

The purpose of this agreement is to provide the opportunity for Southern Wisconsin AirFEST, Inc. to host an annual event, and to continue to expand the platform for the planning of future events. The mission of Southern Wisconsin AirFEST, Inc. is to provide to the community an educational and entertaining AirFEST experience, promoting aviation, aviation related careers, and to generate funding and awareness for the Wisconsin Aviation Academy and/or other local non-profit and charitable organizations as may be deemed appropriate.

This agreement is made with the understanding that Southern Wisconsin AirFEST, Inc. will provide additional documentation as to the logistical, safety, personnel and financial resources available in support of this endeavor. The President or his/her designee of Southern Wisconsin AirFEST, Inc. will provide updates to the Rock County Public Works Committee in a timely manner as to the progress and planning of this event.

The Airport Director, acting on behalf of the Rock County Public Works Committee, has the right to cancel this agreement if he determines that it conflicts with local ordinances, state law, federal law, or the best interest of the Southern Wisconsin Regional Airport.

This agreement shall not be assignable without the written consent of the Public Works Committee. Further, this agreement can be modified at a later date as both parties deem necessary and as additional details regarding the planning of this event develop.

Southern Wisconsin AirFEST, Inc. agrees to incorporate the following actions as subsequent to this agreement:

- a. AirFEST is to be designed for public benefit
- b. Southern Wisconsin AirFEST, Inc. assumes the following responsibilities:
 - i. No cost to Rock County.

- ii. Direct expenses to be recovered from the Southern Wisconsin AirFEST, Inc. only after prior approval has been granted.
- iii. Southern Wisconsin AirFEST, Inc. will assume all liability relating to the airshow with appropriate insurance documents naming Southern Wisconsin Regional Airport and the County of Rock as additional insured on insurance certificates.
- iv. Southern Wisconsin AirFEST, Inc. will require all performers, vendors and exhibitors to provide proof of insurance naming Southern Wisconsin Regional Airport and the County of Rock as additional insured on insurance certificates.
- v. Southern Wisconsin AirFEST, Inc. will provide to the Airport Director 30 days prior to the event proof of all such certificates.
- vi. The Southern Wisconsin AirFEST will pay for the use of the facilities 1.3% of all ticket sales to the Southern Wisconsin Regional Airport. Payment will be made within 45 days of the event.

Indemnity and Hold Harmless

Whereas, Southern Wisconsin AirFEST, Inc. does hereby agree that it shall at all times during the term of this agreement, and any extended term of this agreement, indemnify and hold harmless the COUNTY, the Public Works Committee and officers, agents, employees and representatives thereof, against any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the Southern Wisconsin Regional Airport or as a result of incidents occurring at the Southern Wisconsin Regional Airport or as a result of any operations, works, acts or omission performed at the Southern Wisconsin Regional Airport by Southern Wisconsin AirFEST, Inc., its employees, agents, or representatives, or resulting from Southern Wisconsin AirFEST, Inc.'s failure to perform or observe any of the terms, covenants and conditions of this agreement to be performed by Southern Wisconsin AirFEST, Inc. or resulting from any conditions or premises or improvements thereon by reason of any of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorney's fees caused or resulting from the sole acts or omissions of the County, the Public Works Committee or any officers, employees, agents or representatives thereof.

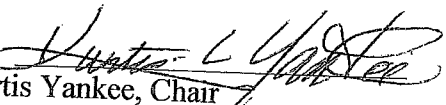
Integration

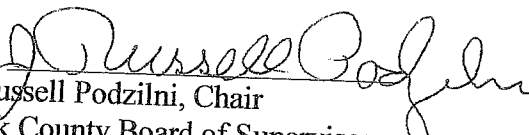
This document is fully integrated embodying the entire agreement between the parties.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
this 24 day of March, 2009.

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: 
Lorena R. Stottler
Rock County Clerk

LESSEES' Seal

LESSEE

By: 
President
Southern Wisconsin AirFEST, Inc.