



# Dane County

## Minutes - Final Unless Amended by Committee

### Airport Commission

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Wednesday, August 19, 2015

5:30 PM

Robert B. Skuldt Conference Room  
at the Airport

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Robert B. Skuldt Conference Room at the Airport

#### A. Call To Order

Chair Probasco called the meeting of the Airport Commission of August 19, 2015, to order at 5:30p.m.

**Present:** 7 - DENNIS O'LOUGHLIN, PAUL RUSK, GEORGE GILLIS, DAVE de FELICE, SALLY PROBASCO, PERRY ARMSTRONG and ANDREW SCHAUER

**Excused:** 2 - WILLIAM HAIGHT and DONALD ESPOSITO JR.

*Cmsnr. Schauer arrived at 5:35pm*

*Staff present: Livingston, Jensen, Jones, and Ladell*

*Pledge of Allegiance*

*The pledge was recited.*

#### B. Consideration of Minutes

1. [2015 MIN-211](#) AIRPORT COMMISSION MINUTES July 15, 2015

**Attachments:** [2015 MIN-211 Airport Comm minutes July 15, 2015](#)

A motion was made by Cmsnr. de FELICE, seconded by Cmsnr. GILLIS, that the Minutes from the July 15, 2015 meeting be approved. The motion carried by a voice vote.

#### C. Reports of Subcommittees - None

#### D. Referrals (Resolutions & Ordinance Amendments) - None

#### E. Items Requiring Committee Action

1. [2015 ACT-238](#) EXEMPT LEASE: MADISON AREA TECHNICAL COLLEGE  
TEMPORARY USE AGREEMENT III (Straubel Street) DANE COUNTY  
REGIONAL AIRPORT

**Attachments:** [2015 ACT-238 STRAUBEL ST TEMP USE AGREEMENT MATC](#)

**Jones presented the Exempt MATC Lease and a motion was made by Cmsnr. O'Loughlin, Seconded by Cmsnr. de Felice to approve the lease. The motion carried by a voice vote.**

2. *Mileage and Per Diems (Airport Commissioners in attendance at this meeting, August 19, 2015.)*

*Motion by Cmsnr. O'Loughlin, seconded by Cmsnr. Armstrong to approve mileage and per diem for the Commissioners in attendance at tonight's meeting. Motion carried.*

3. *Proposed 2016 Airport Budget*

*Kim Jones presented a powerpoint on the 2016 proposed Airport Budget. Discussion ensued, followed by questions and answers. Chair Probasco asked for any further questions before asking for a motion. Motion by Cmsnr. O'Loughlin, seconded by Cmsnr. Schauer, that the proposed 2016 Airport budget, as presented, be approved and submitted to the County Executive. Motion carried. (6-1) de Felice no.*

## **F. Presentations - None**

## **G. Reports to Committee**

1. *Activity Report*

*Director Livingston reported that in June the number of enplaned passengers was down by -2.9 %. Approximately 83% seats were full compared to 84% for the same month last year.*

*Beginning August 30th and continuing through Sept. 4th, Epic Corporation will be holding their User Group Meeting (UGM) here in Dane County. There will be registration stations set up in the Airport to register and check-in their attendees and food service and retail are bringing in many employees from other locations to handle the increased volume. Many non-stop flights with much larger aircraft are scheduled. There were many positive comments regarding the upcoming event.*

2. *Air Park Issues*

*Livingston and Jensen updated the commission on the ongoing runway construction and reported that Runway 18-36 is now re-opened.*

*Jones updated the commission regarding the pending lawsuits with an airport tenant.*

## **H. Future Meeting Items and Dates**

*Consensus was reached to tentatively schedule the next meeting of the Airport Commission for, Tuesday, September 15, 2015 at 5:30 p.m. instead of Wednesday evening due to the conflicting 2016 Human Services Budget Public Hearing scheduled for September 16, 2016. The September 15, 2016 meeting will have one presentation by SSP, the Airport food service provider. The Greater Madison Convention and Visitors Bureau presentation has been re-scheduled for the October commission meeting.*

**I. Public Comment on Items not on the Agenda**

*There was no public comment on items not on the agenda.*

**J. Such Other Business as Allowed by Law**

*There was no other business.*

**K. Adjourn**

*Motion by Cmsnr. Armstrong, seconded by Cmsnr. Gillis to adjourn. Motion carried by a voice vote. Meeting adjourned at 6:43pm.*

*Minutes respectfully submitted: Sally Probasco, Chair  
cjl*



# Dane County

## Legislation Details (With Text)

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**File #:** 2015 MIN-211      **Version:** 1      **Name:**  
**Type:** Minutes      **Status:** Passed  
**File created:** 7/21/2015      **In control:** Airport Commission  
**On agenda:**      **Final action:** 8/19/2015  
**Title:** AIRPORT COMMISSION MINUTES July 15, 2015  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2015 MIN-211 Airport Comm minutes July 15, 2015](#)

Date	Ver.	Action By	Action	Result
8/19/2015	1	Airport Commission	approved	Pass

AIRPORT COMMISSION MINUTES July 15, 2015



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### Airport Commission

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#### A. Call To Order

Chair Probasco called the meeting of the Airport Commission of July 15, 2015, to order at 5:30pm

**Present:** 8 - DENNIS O'LOUGHLIN, PAUL RUSK, GEORGE GILLIS, DAVE de FELICE, SALLY PROBASCO, WILLIAM HAIGHT, DONALD ESPOSITO JR. and ANDREW SCHAUER

**Excused:** 1 - PERRY ARMSTRONG

*Cmsnr. Rusk arrived late at 5:55pm*

*Staff Present: Livingston, Jensen, Jones, LeGore and Ladell*

*Guest present: Jeff Davis, Wisconsin Aviation*

Pledge of Allegiance

*The pledge was recited.*

#### B. Consideration of Minutes

1. [2015](#) AIRPORT COMMISSION MINUTES, MAY 20, 2015  
[MIN-144](#)

**Attachments:** [Airport Commission minutes May 20, 2015](#)

A motion was made by Cmsnr. GILLIS, seconded by Cmsnr. O'LOUGHLIN, that the Minutes from the May 20, 2015 meeting be approved. The motion carried by a voice vote.

#### C. Reports of Subcommittees - none

#### D. Referrals (Resolutions & Ordinance Amendments) - none

#### E. Items Requiring Committee Action

1. Mileage and Per Diems (Airport Cmsn. members in attendance at this meeting - July 15, 2015)

*Motion by Cmsnr. Esposito, seconded by Cmsnr. de Felice to approve mileage and per diem for the following commissioners in attendance at tonight's meeting: de Felice; Esposito; Gillis; Haight; O'Loughlin; Probasco; Rusk and Schauer*

## **F. Presentations - none**

## **G. Reports to Committee**

### **1. Activity Report**

*Director Livingston reported that enplaned passenger traffic for May was 5% below last year. Airline capacity will remain flat for the remainder of the summer. The effects of runway construction and the military deployment account for less aircraft operations.*

### **2. Air Park Issues**

*Deputy Director, Jones briefed the commissioners on the pending litigation issue and noted that the Sheriff's sale on the property at issue is for July 21, 2015. Jones will report the results at the next Airport Commission meeting. After the sale, the assignment of lease will come back to the commission for approval.*

### **3. Ground Transportation Permits**

*Cmsnr. Rusk arrived at 5:55pm during this agenda item.*

*Livingston reported that two staff members, Jones and LeGore would address the Transportation Network Companies (TNC) and the proposed permitting and fees for the companies to operate at the Airport. Jones reported that the state approved that Airports be "carved out" allowing them to regulate TNC's similar to how the taxis companies are currently regulated. Jones introduced Bill LeGore, the Airport's Director of Facilities and Maintenance, who is involved in researching and maintaining currency concerning pending state and local legislation in regard to this matter. Lengthy discussion ensued, followed by many questions and answers between commissioners and Airport staff. An Ordinance Amendment is being drafted to address the existing fee structure ordinance and will be brought to the commission for approval.*

### **4. Air Service Meeting Report**

*Chair Probasco reported that she, Bill Haight, Paul Jadin, Tom Still, Livingston and other Airport staff met with Sixel consultant, Martin Kammerman regarding Air Service. She reported that the consultant is working with staff on strategies to increase direct flights. Probasco reported that it was a very positive meeting.*

### **5. Complaint Letter**

*Jones addressed the recent complaint letter received by commissioners regarding food service at the Airport and the response from the vendor who took the complaint very seriously. The complainant seems satisfied with the response.*

*Cmsnr. Esposito left the meeting after this item.*

### **6. Madison College Update**

*Jones handed out several photos and drawings highlighting the proposed Madison College ropes course, and Athletic arena including new lights. Jones invited commissioners to contact her if they'd like to view the entire Madison College proposal packet.*

## **H. Future Meeting Items and Dates**

1. Chair Probasco thanked commissioners for attendance at this meeting and mentioned attendance was needed for the next commission meeting scheduled for Wed., August 19, 2015 at 5:30pm for 2016 Airport Budget Review. Cmsnr. Haight mentioned he would be on vacation and Cmsnr. Gillis mentioned there is a chance that he may not make the meeting.
2. Chair Probasco mentioned that Deb Archer is scheduled to present a 15 minute Greater Madison Convention & Visitor's Bureau presentation with a 5 minute question and answer period following for the meeting scheduled for, Wed., Sept. 15, 2015, 5:30pm.

## **I. Public Comment on Items not on the Agenda**

*There was no public comment.*

## **J. Such Other Business as Allowed by Law**

*There was no additional business.*

## **K. Adjourn**

*Motion by Cmsnr. Schauer, seconded by Cmsnr. Rusk to adjourn. Motion carried by a voice vote. Meeting adjourned at 6:55pm*

*Respectfully Submitted: Sally Probasco, Chair  
cjl*



# Dane County

## Legislation Details (With Text)

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File #: 2015 ACT-238      Version: 1      Name:

Type: Action Item      Status: Passed

File created: 8/12/2015      In control: Airport Commission

On agenda:      Final action: 8/19/2015

Title: EXEMPT LEASE: MADISON AREA TECHNICAL COLLEGE TEMPORARY USE AGREEMENT III  
(Straubel Street) DANE COUNTY REGIONAL AIRPORT

Sponsors:

Indexes:

Code sections:

Attachments: [2015 ACT-238 STRAUBEL ST TEMP USE AGREEMENT MATC](#)

Date	Ver.	Action By	Action	Result
8/19/2015	1	Airport Commission	approved	Pass

EXEMPT LEASE: MADISON AREA TECHNICAL COLLEGE TEMPORARY USE AGREEMENT III (Straubel Street) DANE COUNTY REGIONAL AIRPORT



LEASE NO. DCRA 2015-07  
TEMPORARY USE AGREEMENT III

DANE COUNTY, WISCONSIN  
AND  
MADISON AREA TECHNICAL COLLEGE

PARKING LOT OFF STRAUBEL STREET

Dane County Regional Airport  
Madison, Wisconsin

## TEMPORARY USE AGREEMENT

LEASE NO. DCRA 2015-07

This Temporary Use Agreement (the "Lease") is made and entered into by and between Dane County, a Wisconsin quasi-municipal corporation ("County"), and Madison Area Technical College, a technical college district established under Chapter 38 of the Wisconsin Statutes ("Madison College"), and shall be effective as of the date a fully signed original of the Lease is delivered by COUNTY to Madison College.

### WITNESSETH:

WHEREAS County owns a parcel of land, located adjacent to the Dane County Regional Airport (the "Airport") and abutting Straubel Street, Madison, Wisconsin, that has been improved as a parking lot with paving, fencing and lighting (the "Premises"), as shown on Exhibit A attached hereto; and

WHEREAS Madison College wishes to lease the Premises, including said improvements, from County to be used as a motor vehicle parking lot by individuals using the Madison College Truax Campus facilities, and

WHEREAS County is willing and able to lease the Premises to Madison College according to the terms and conditions set forth below;

NOW, THEREFORE, County and Madison College agree as follows.

1. Term and Periods of Use and Occupancy. The term of this Lease shall commence on August 24, 2015 and expire on May 16, 2016. Madison College is authorized to use and occupy the Premises, on an exclusive basis, from August 24, 2015 through December 18, 2015 and from January 18, 2016 through May 16, 2016. At the end of each of the foregoing two periods of use and occupancy Madison College shall remove from the Premises all personal property not on the Premises on the effective date of this lease, and shall notify the Airport Director that it has vacated the Premises.

2. Termination Upon Notice. This Lease may be terminated by either party by giving the other party written notice of termination taking effect on a date not less than 30 days after delivery of said notice. Notwithstanding the foregoing, Madison College may terminate this Lease effective immediately upon County's receipt of notice from Madison College that the lighting of the Premises is not adequate for Madison College's use of the Premises.

3. Acceptance and Condition of the Premises. Madison College has examined the Premises and accepts it in the condition it is in on the effective date of this Lease. County warrants that the improvements on the Premises are in substantially the same condition as existed during the term of Madison College's previous lease of the Premises. Madison College shall allow use of the Premises only for the purpose of parking motor vehicles, unless otherwise authorized in writing by the Airport Director.

4. Rent. In consideration for the right to use and occupy the Premises as set forth herein, Madison College shall pay County rent in the total amount of \$34,200, to be paid in three installments of \$11,400 payable on or before August 24, 2015, December 24, 2015, and March 24, 2016. Included in said rent is an electric utility fee in the amount of \$77.20 per month of use and occupancy. Payments shall be by check made payable to Dane County and delivered to the following address:

Dane County Regional Airport  
ATTN: Accounting Department  
4000 International Lane  
Madison, WI 53704

5. Maintenance and Restoration. Madison College shall use the Premises only for the purposes expressly permitted hereunder and shall not alter or modify the Premises in any manner without the written approval of the Airport Director. During those periods during which Madison College is authorized to use and occupy the Premises, Madison College shall at its sole cost and expense keep the Premises in safe, clean and orderly condition, including the removal of snow and ice as needed and the mowing of grass as needed on the islands in the parking lot, the terrace abutting Straubel Street, and outside the fence to the east and west of the Premises to a distance of ten feet from the fence. County does not intend to clear snow and ice from the Premises in the interim between

the periods during which Madison College is authorized to use and occupy the Premises, and Madison College may enter upon the Premises during said interim period for the limited purpose of clearing snow and ice. Upon expiration or earlier termination of this Lease, Madison College shall return the Premises to substantially the same condition it was in on the effective date of the Lease.

6. Indemnification and Hold Harmless. At all times during the term of this Lease Madison College is and shall be deemed to be an independent contractor and operator exclusively responsible for its own acts or omissions. Madison College shall indemnify, hold harmless and defend County and its Airport from and against all claims for losses, costs, attorney fees, expenses, and damages arising out of, resulting from or relating to any loss of or damage to any property or business or any injury to or death of any person, where such loss, damage, injury, or death actually or allegedly arises, whether directly or indirectly, wholly or in part, from the exercise by Madison College or Madison College's employees, agents, contractors, invitees, guests, or others permitted by Madison College to use the Premises, of any of the rights granted herein. Madison College's obligation of indemnification, as set forth herein, shall not apply to loss, damage, injury, or death caused by the acts or omissions of County.

7. Insurance. In order to protect itself and County under the indemnity provisions of the foregoing paragraph, Madison College shall obtain and at all times during the term of this Lease keep in full force and effect comprehensive general liability insurance issued by a company or companies authorized to do business in the State of Wisconsin, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 combined single limits. Coverage afforded shall apply as primary and County shall be listed as an additional insured for the term of this Lease. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to Madison College and shall cooperate with Madison College's attorneys in the defense of the action, suit or other proceeding. Upon request by County, Madison College shall furnish evidence that it has obtained the insurance required hereunder.

8. Nondiscrimination. Madison College shall not exclude any person from access or use of the Premises due to such person's age, race, ethnicity, religion, color, gender,

disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any other reserve component of the military forces of the United States. Madison College shall provide access to the Premises for the physically disabled as required by all applicable federal, state and local laws and regulations.

9. Automatic Termination and Payment of Forfeitures. This Lease shall automatically terminate and become null and void if any governmental authority restricts or eliminates Madison College's ability to park vehicles on the Premises and, in such event, neither party shall have any further obligations under this Lease. Madison College shall be responsible for and shall timely pay any fines or forfeitures levied against County or Madison College as the result of use of the Premises by Madison College or use of the Premises by others as permitted by Madison College.

10. Access to Premises. County shall have the right to enter upon the Leased Premises at any reasonable time during normal business hours for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Lease and all regulations and standards of the Airport.

11. Military Provision. Notwithstanding the rights granted herein, during time of war or national emergency County shall have the right to lease the Premises or any part thereof to the United States or the State of Wisconsin for military or governmental use. In the event such right is exercised, any provision of this Lease that is inconsistent with the terms of the lease to the federal or state government shall be suspended and Madison College shall have the right to terminate this Lease without further recourse against County.

12. Subordination. This Lease shall be subordinate to the terms of recorded conveyances under which County holds title to the Premises, and to existing and future regulations promulgated by the Federal Aviation Administration (hereinafter, the "FAA") and the provisions of any existing or future agreement between County and the State of Wisconsin or United States Government relative to the operation, maintenance or



construction of the Airport, the execution of which agreement has been, or may be, required as a condition precedent to a grant of funds or land for the development of the Airport. In the event any such regulation or provision significantly impairs Madison College's ability to use the Premises for the purposes authorized hereunder, Madison College shall have the right to terminate this Lease without further recourse against County.

13. Airport Protection Clause. County hereby reserves for the use and benefit of the public the right to pursue all operations of the Airport, including the right of aircraft to fly in the airspace overlying the Leased Premises, together with the right of said aircraft to cause such noise and vibration as may be inherent in the operation of aircraft on or in the vicinity of the Airport. Madison College shall not use or permit the use of the Leased Premises in such a manner as to create interference with communication between the Airport and aircraft, or as to make it difficult for flyers to distinguish between the Airport's lights and others, or as to result in the impairment of visibility in the vicinity of the Airport, or in any other manner that the County determines would limit the usefulness of the Airport, constitute a hazard to aviation or users of the Airport, or violate FAA directive or regulation.

IN WITNESS WHEREOF COUNTY AND Madison College, by their respective authorized agents, have caused this Agreement to be executed as of the dates indicated below.

**FOR MADISON AREA TECHNICAL COLLEGE:**

  
\_\_\_\_\_

MARK THOMAS, JR.  
Vice President for Administrative Services

Date Signed: 8-7-15

**FOR DANE COUNTY:**

\_\_\_\_\_

BRADLEY S. LIVINGSTON, Director  
Dane County Regional Airport

Date Signed: \_\_\_\_\_



# Premises Parcel



EXHIBIT A

6

MATC PARKING III