Agenda
Airport Commission Meeting
9900 52nd Street, Airport Conference Room
Wednesday, April 24, 2019
4:00 PM

Chairperson Steve Bostrom
Vice-Chairperson Bob Carlson

Commissioner Matt Carlson
Commissioner John Tierney
Commissioner Rocco LaMacchia Sr.

Call to Order
Roll Call
Citizens Comments

Approval of the Minutes of the Meeting Held on December 19, 2018

1. Lease Agreement Between The City of Kenosha, Wisconsin and Fenske Family Grain Farm

2. Discussion of Airport Operations

Commissioners' Comments

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4161 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.
**SPECIAL MEETING**
Minutes
Airport Commission Meeting
9900 52nd Street, Airport Conference Room
Wednesday, December 19, 2018
4:00 PM

Chairperson Steve Bostrom
Vice-Chairperson Bob Carlson

Commissioner Matt Carlson
Commissioner John Tierney
Commissioner Rocco LaMacchia Sr.

Call to Order

A special meeting of the Airport Commission was held on December 19, 2018 at the Kenosha Regional Airport Terminal Building Conference Room. The meeting was called to order by Chairperson Bostrom at 4:00 pm.

Roll Call

All Commissioners were present except Commissioner Carlson was excused.

Citizens Comments

None

Approval of the Minutes of the Special Meeting Held on November 7, 2018.

Commissioner LaMacchia moved to approve the minutes and was seconded by Vice-Chairperson Carlson. Motion passed 4-0.

1. Lease Agreement Between the City of Kenosha, Wisconsin and Amphib INC. #9952

Chairperson Bostrom opened up this item to a public hearing. No one spoke. Chairperson Bostrom asked Mr. Reed for an overview of this item. After questions and discussion, Vice-Chairperson Carlson motioned to approve and was seconded by Commissioner LaMacchia. Motion passed 4-0

2. Discussion of Airport Operations, Fuel Flowage, and Air Traffic Count

Mr. Reed stated that Air Traffic Count was on its way to surpassing last years totals. He felt this was attributed to flight schools and corporate aircraft. Mr. Reed gave updates on the runway expansion, environment study, property acquisitions and EVOC track. Vice-Chairperson Carlson asked Mr. Reed if equipment was ready for snow, Mr. Reed stated that he was still waiting on a piece of equipment that the Service Garage is working on. Commissioner LaMacchia motioned to receive and file and was seconded by Commissioner Tierney. Motion passed 4-0

Commissioners’ Comments

Commissioner Tierney inquired if the Air Traffic Control Manager will ever come to meetings for update and status of tower operations. Chairperson Bostrom further stated that a tour of the tower and airport operations should take place after winter.

Chairperson Bostrom adjourned the meeting at 4:20 pm
LEASE

Between

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,

And

FENSKE FAMILY GRAIN FARM,
2930 – 72nd Avenue,
Kenosha, Wisconsin 53144

This Lease is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", and Fenske Family Grain Farm, 2930 72nd Avenue, Kenosha, Wisconsin 53144, hereinafter referred to as "the Lessee".

WITNESSETH:

WHEREAS, the City operates the Kenosha Regional Airport ("Airport"), and owns the land upon which the Airport is located; and

WHEREAS, the City desires to lease to the Lessee and the Lessee desires to lease from the City certain land at the Airport for farming and agricultural purposes consisting of approximately 134 acres; and

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings, and agreements hereinafter set forth, the City and the Lessee agree as follows:

1. PREMISES. The City leases to the Lessee the land shown as Cropland Parcel No. 5-14, as shown on attached Exhibit “A” hereinafter referred to as the "Premises", consisting of approximately 134 acres of land located in the City of Kenosha, County of Kenosha, and State of Wisconsin.

2. TERM. Subject to earlier termination as hereinafter provided, the term of this Lease shall be for the period commencing on the 1st day of January, 2019, and ending on the 31st day of December, 2019. This Lease may further be terminated upon ten (10) days advance, written notice where there has been a material breach of the terms and conditions of this Lease.

L.S Fenske Family Grain Farm 2019
3. CONSIDERATION. The Lessee will pay to the City rent of Fifteen Thousand Four Hundred Ten Dollars ($15,410.00), said sum representing One Hundred Fifteen Dollars ($115.00) per acre. The rent shall be payable on or before December 1, 2019.

4. USE. The Lessee may use, or cause to be used, the Premises for planting, growing, and harvesting crops and not for any other purpose whatsoever; but, no portion of the Premises shall be planted to mustard or similar crops that in the opinion of the City are liable to render the Premises weedy and unfit for agricultural purposes. The Lessee is prohibited from building any structure or buildings upon the Premises without the express, written permission of the City. The Lessee may not strip any ground or topsoil, nor commit any act or omission which would damage the Premises for farming, agricultural or for any other purpose. The Lessee, so long as the terms and conditions of this Lease are complied with, shall peaceably and quietly have, hold and enjoy the Premises, subject to the right of the City to inspect the Premises from time to time to protect its interest therein and to plan for the future development of the Premises. The Lessee will be deemed to have abandoned any crops not removed from the Premises at the conclusion of this Lease and the City shall have no obligation to the Lessee with respect to any abandoned crops. The Lessee shall plow under any crops or accompanying vegetation in areas planted by the Lessee prior to the expiration date of this Lease. The Lessee may not cut or remove any trees or shrubbery without the express, advance, written permission of the City. The Lessee must reasonably maintain the Premises to the extent that similar farmland is maintained within Kenosha County, though the Lessee is not obligated to improve the Premises beyond the state it was in at the inception of this Lease. The Lessee shall not permit hunting, snowmobiling, all-terrain vehicles or off-road vehicles thereon for sporting or recreational purposes. The Lessee may not sell crops or other commodities on the Premises without the written permission of the Airport Director. The Lessee may not operate any vehicle or equipment on any operational surface or safety area of the Airport. The Lessee shall comply with all setbacks and crop height restrictions.

The Lessee shall take reasonable efforts to prevent noxious weeds from growing on the Premises. The Lessee shall use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals, and to read and follow instructions on labels for the use of such materials in order to avoid injury or damages to persons or property on the Premises and on adjoining areas. Nothing in this Lease may be construed to confer upon the Lessee any right to minerals underlying the Premises; the mineral rights are reserved by the City.

5. UTILITIES. The Lessee shall pay for all utilities, if available, and used by the Lessee upon the Premises. The Lessee may not utilize the City water hydrants for a water supply without a permit therefor from the Kenosha Water Utility.

6. LAWS. The Lessee will comply with all Federal, State and the City laws, rules, regulations, and ordinances and with every lawful direction and order given by a public officer pursuant thereto, in the use of the Premises.

7. ASSIGNMENT, SUBLEASING. The Lessee may not sublease or assign this
Lease without the express, written, advance approval of the City.

8. FITNESS. The City does not guarantee the Premises as being fit for the uses herein permitted. The City shall not be responsible for any interruption in the use or enjoyment of the Premises, from any source not caused or occasioned by the City, and such interruption, if any, shall not terminate this Lease.

9. SANITATION. The Lessee shall not permit any unattractive or unsanitary accumulation of trash, debris or litter upon the Premises.

10. INDEMNITY AND HOLD HARMLESS. The Lessee does hereby agree that the Lessee will, at all times during the term of this Lease, indemnify and hold harmless the City and its officers, employees and agents, against any and all liability, loss, charges, damages, costs, expenses or attorneys' fees which they may hereafter sustain, incur or be required to pay as a result of the willful or negligent act or omission of the Lessee, or its invitees, or resulting from the Lessee's failure to perform or observe any of the terms, covenants and conditions of this Lease to be performed by the Lessee, or resulting from any conditions of the Premises, by reason of which any person or party may suffer personal injury, death or property loss or damage.

11. INSURANCE. The Lessee will procure and maintain during the term of this Lease, a public liability insurance policy with the City named as an additional insured in order to protect the City and the Lessee. The policy shall also contain an endorsement for contractual liability coverage for the protection of the parties hereto under the Indemnity and Hold Harmless provision of this Lease. Said policy must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance. Liability coverage shall be provided and maintained at all times in minimum single limits coverage of Five Hundred Thousand ($500,000.00) Dollars per person and per occurrence for death or personal injury, and One Hundred Thousand ($100,000.00) Dollars per occurrence for property damage. The Lessee, within thirty (30) days after execution of this Lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing to the City Attorney for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If the Lessee does not furnish a Certificate of Insurance within thirty (30) days after execution of this Lease, this Lease shall be void. If the insurance coverage required herein lapses, the Lease shall become void as of the date no valid approved insurance policy is in effect. The Lessee is not responsible for insuring the repair or replacement cost of any buildings or structures which may be upon the Premises.

12. EARLY TERMINATION BY THE CITY FOR AIRPORT DEVELOPMENT. In the event the City requires all or a part of the Premises for any Airport development purpose, the City may terminate this Lease with respect to the portion of the Premises required for development, upon providing the Lessee with thirty (30) days advance, written notice. Upon receipt of said notice, the Lessee shall not engage in any farming activity which would increase
the City's cost of Lease termination. The Lessee shall be entitled to reasonable compensation for
the cost incurred in planting crops upon the Premises subject to such notice of termination where
crops were planted prior to the receipt by the Lessee of notice of Lease termination, but the Lessee
will not be entitled to any loss of profit. Within thirty (30) days of the effective date of Lease
termination, in whole or in part, the City will provide the Lessee with an equitable adjustment in
Lease consideration.

13. NOTICE. Any notice required to be given in this Lease by the Lessee is to be
by certified mail, with return receipt, or personal service of the notice. Notice to the City shall be
sent or delivered to the Airport Director, 9900 – 52nd Street, Kenosha, Wisconsin 53144. Notice
to the Lessee shall be sent or delivered to the Lessee at 2930 – 72nd Avenue, Kenosha, Wisconsin
53144. The Lessee may designate a different address for service upon the Lessee by delivering or
sending written notice of such change of address for notice to the Airport Director.

14. BENEFITS. The terms and conditions of this Lease shall inure to the benefit
of the parties and be binding upon their successors.

15. NONWAIVER OF RIGHTS. The failure of either party to insist on strict
performance of any of the terms, covenants or conditions contained in this Lease shall not be
deemed a waiver of any subsequent breach or default.

16. AUTHORITY. The City enters into this Lease by authorization of action taken
by the Airport Commission on the ___ day of ____________, 2019, and by action taken by the
Common Council on the ___ day of May, 2019.

17. DISCRIMINATION. The Lessee, its agent and employees, will not, on the
grounds of race, color or national origin, discriminate or permit discrimination against any person
or group of persons in any manner prohibited by Title IV of the Civil Rights Act of 1964, and Part
21 of the Regulations of the Office of the Secretary of Transportation. The Lessee further agrees
to comply with any requirement made to enforce the foregoing which may be demanded of the
City by the United States Government under authority of said Part 21.

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

SIGNATURE PAGES FOLLOW
IN WITNESS WHEREOF, the parties have hereunto executed this Lease on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

BY: __________________________
  JOHN M. ANTARAMIAN, Mayor

Date: _________________________

BY: __________________________
  DEBRA SALAS, City Clerk/Treasurer

Date: _________________________

STATE OF WISCONSIN )
  : SS.                     
COUNTY OF KENOSHA )

Personally came before me this _____ day of ____________, 2019, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of the City, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: ___________
FENSKE FAMILY GRAIN FARM

By: ____________________________
    GLENN E. FENSKE

Date: __4-11-19__________

By: ____________________________
    AARON FENSKE

Date: __4-11-19__________

STATE OF WISCONSIN )
   :SS.
COUNTY OF KENOSHA )

Personally came before me this __11__th day of __MAY__ , 2019, Glenn E. Fenske and Aaron Fenske of Fenske Family Grain Farm, to me known to be such persons who executed the foregoing instrument and acknowledged the same.

DENISE M HENRY
Notary Public, Kenosha County, WI.
My Commission expires/is: __6/10/2022__

Drafted By:
JONATHAN A. MULLIGAN,
Assistant the City Attorney
## Kenosha Regional Airport DETAILED Fuel Flowage History

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### Detailed Fuel Flowage History

![Bar Chart](image-url)
### Kenosha Regional Airport
#### Air Traffic Control Counts History

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<td>3,501</td>
<td>2,650</td>
<td>3,670</td>
<td>2,402</td>
<td>2,643</td>
<td>2,928</td>
<td>5,004</td>
<td></td>
</tr>
</tbody>
</table>

### Air Traffic Counts History

- **2000**: 89,221
- **2001**: 99,093
- **2002**: 80,707
- **2003**: 80,960
- **2004**: 81,648
- **2005**: 78,357
- **2006**: 65,722
- **2007**: 61,003
- **2008**: 56,649
- **2009**: 59,084
- **2010**: 54,839
- **2011**: 50,479
- **2012**: 57,253
- **2013**: 60,437
- **2014**: 52,375
- **2015**: 55,722
- **2016**: 49,339
- **2017**: 50,818
- **2018**: 63,259
- **2019**: 13,002