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3 APPROVE AMENDMENT TO FIXED BASE OPERATOR AGREEMENT BETWEEN
4 WAUKESHA COUNTY AND WAUKESHA FLYING SERVICES, INC.
5

6 WHEREAS Waukesha County and Waukesha Flying Services are parties to the Fixed Base
7 Operator (FBO) Lease and Operating Agreement by which Waukesha Flying Services leases
8 certain lands at the Waukesha County Airport, including the airport fuel farm, and engages in
9 aeronautical service activities, including aircraft fuel sales, and
10

11 WHEREAS Waukesha Flying Services has requested the installation of an additional jet fuel
12 tank at the airport fuel farm in order to provide additional capacity to meet increased jet fuel
13 demand, and has agreed to reimburse the County for the purchase and installation costs for an
14 additional tank in a manner determined to be appropriate by the Department of Administration,
15 and
16

17 WHEREAS Waukesha Flying Services has also agreed to reduce the amount of space leased to it
18 at the airport fuel farm so that the County can meet its obligation to provide fuel farm space to
19 Cedarhurst Air Charter as part of the settlement of the lawsuit filed against the County by
20 Cedarhurst in 1999, and
21

22 WHEREAS County staff and Waukesha Flying Services have addressed the issue of
23 responsibility for costs associated with City of Waukesha sanitary sewer system connections,
24 including special assessment costs, to certain buildings at the Waukesha County Airport, and
25 have determined an equitable manner for the assumption of such costs, and
26

27 WHEREAS the Board of Supervisors previously authorized an amendment to the FBO Lease
28 and Operating Agreement which would permit the construction of certain restroom facilities at
29 the Airport by Waukesha Flying Services to be delayed, but which amendment was never
30 executed by the parties.
31

32 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA DOES
33 ORDAIN that the Airport Manager is authorized to execute an amendment to the FBO Lease and
34 Operating Agreement, which amendment shall be reviewed and approved by the Corporation
35 Counsel and the Department of Administration prior to execution, which provides for:

- 36 (1) the County's purchase and installation of a 15,000 gallon aboveground fuel
37 tank in the airport fuel farm which shall be leased exclusively to Waukesha Flying
38 Services and the cost of which, up to \$60,000, shall be recouped by lease
39 payments from WFS,
40 (2) reducing the total amount of airport fuel farm space leased to WFS upon
41 notice from the County as may be required to comply with the settlement of the
42 lawsuit brought by Cedarhurst Air Charter in 1999,
43 (3) payment by the County of the special assessment for the sanitary sewer
44 connection to the Aircraft Maintenance building at 503 Bluemound Road, and
45 (4) construction of restroom facilities by WFS in the Gold hangar at 505
46 Bluemound Road, within 6 months of vacating the Aircraft Maintenance building,
47 and payment by WFS of all costs, including special assessments costs, for the
48 sanitary sewer connection for the facilities.
49

50 BE IT FURTHER ORDAINED that 2003 Airport Operating Budget be modified by authorizing
51 a fixed asset expenditure of \$60,000 from available Airport Fund cash balance for the additional
52 jet fuel tank.

APPROVE AMENDMENT TO FIXED BASE OPERATOR AGREEMENT BETWEEN
WAUKESHA COUNTY AND WAUKESHA FLYING SERVICES, INC.

Presented by:
Public Works Committee

Approved by:
Finance Committee

Richard L. Manke
Richard L. Manke, Chair

Patricia A. Haukohl
Patricia A. Haukohl, Chair

Absent
James R. Behrend

absent
James R. Behrend

Genia C. Bruce
Genia C. Bruce

Donald M. Broesch
Donald M. Broesch

Hank Carlson
Hank Carlson

Genia C. Bruce
Genia C. Bruce

Karl Nilson
Karl Nilson

Joseph F. Griffin
Joseph F. Griffin

Rodell L. Singert
Rodell L. Singert

Joe C. Marchese
Joe C. Marchese

David W. Swan
David W. Swan

absent
Bonnie J. Morris

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 11-12-2003, Kathy Nickolaus
Kathy Nickolaus, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: ✓
Vetoed: _____

Date: 11-12-03, D. M. Finley
Daniel M. Finley, County Executive

FISCAL NOTE

**APPROVE AMENDMENT TO FIXED BASE OPERATOR AGREEMENT
BETWEEN WAUKESHA COUNTY AND WAUKESHA FLYING SERVICES, INC.**

This ordinance authorizes an expenditure of \$60,000 for the installation of a additional fuel tank at the airport and provides for an amendment to the current Fixed Base Operator Agreement. The lease amendments provides for the following changes to the agreement;

- (1) Leasing of the 15,000 aboveground fuel tank in the airport fuel farm exclusively to Waukesha Flying Services and the cost of which, up to \$60,000, shall be recouped by lease payments from WFS.

Fiscal impact: The County will utilize cash balances for the expenditure and receive an annual payment estimated at \$5,587 representing a 15 year payback at 4.5% interest.

- (2) Reducing the total amount of airport fuel farm space leased to WFS upon notice from the County as may be required to comply with the settlement of the lawsuit brought by Cedarhurst Air Charter in 1999

Fiscal impact: The FBO currently leases 28,750 sq. ft at a rate of \$0.8813 or \$25,337 for 2003. The rate is increased by CPI each year. County lease revenue would be reduced for the space needed for a fuel tank, should an additional tank be installed.

- (3) Payment by the County of the special assessment for the sanitary sewer connection to the Aircraft Maintenance building at 503 Bluemound

Fiscal impact: The special assessment is estimated at \$19,200 which will be expended from budgeted funds for this purpose in the 2003 Non-departmental budget. No additional expenditure appropriation is required.

- (4) Construction of restroom facilities by WFS in the Gold hangar within 6 months of vacating the Aircraft Maintenance building, and payment by WFS of all costs, including special assessments costs, for the sanitary sewer connection for the facilities.

Fiscal impact: No direct County fiscal impact as FBO is responsible for all expenditures.



Lawrence M. Dahl
Accounting Services Manager

10/08/2003

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158-0-095

**FIRST AMENDMENT TO THE
FBO LEASE AND OPERATING AGREEMENT**

Waukesha County, Wisconsin (the "County") and Waukesha Flying Services, Inc. (the "Lessee") are parties to an FBO Lease and Operating Agreement (the "Agreement") which was entered on November 1, 1998 and which has not been previously amended.

The County and the Lessee have negotiated this first amendment to the Agreement, which is set forth as follows.

1. No later than 100 days following execution of this amendment, the County shall purchase and install a 15,000 gallon aboveground fuel tank in the JetA containment area on the expansion saddle at the Airport Fuel Farm. Upon completion of installation, the aboveground fuel tank shall become part of the leased premises and the exclusive use space that is leased to Lessee at the Airport Fuel Farm. All rights, duties and obligations set forth in the Agreement as they may pertain to the leased premises and its fixtures, areas and equipment shall apply to the aboveground fuel tank.

As rent for the aboveground fuel tank, and in addition to other rent and payment obligations of the Lessee, the Lessee shall pay the County as follows: an amount equal to the cost to purchase and install the aboveground fuel tank, not to exceed \$60,000, amortized over 15 years at 4.5% interest, in 15 equal annual payments commencing on October 31, 2004 and on October 31 of each year thereafter.

2. Thirty days following written notice from the County to the Lessee, the 28,750 square feet of exclusive use space leased to Lessee at the Airport Fuel Farm shall be reduced by an amount of space sufficient to allow the siting of an aboveground fuel tank of no more than 12,000 gallons capacity and its saddle, piping, filtration, spill containment, electrical supply and other necessary associated equipment. The specific area that will be withdrawn from the space leased to Lessee shall not be any part of the area that is used for the location of currently existing fuel tanks or fuel tank saddles. The County will not issue the written notice except as required to comply with paragraph 4 of the Stipulation and Order for Dismissal set forth in Cedarhurst Air Charter, Inc. V. Waukesha County, federal court case number 99-C-1199.

3. The County will pay the City of Waukesha special assessment for the connection of the City's sanitary sewer system to the Aircraft Maintenance building at 503 Bluemound Road. The County and the Lessee agree that this connection has already been made and that all-costs associated with the connection - save for the special assessment - have been borne by the Lessee.

4. The restroom facilities that the Lessee is required to construct and provide in the Gold Hangar as provided by paragraph 18 of Article 13 of the Agreement shall be constructed and completed by Lessee no later than 6 months after the Lessee vacates the Aircraft Maintenance

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building at 503 Bluemound Road. The restroom facilities shall be connected to the City of Waukesha sanitary sewer system. All costs associated with this connection - including the City of Waukesha special assessment - shall be borne by the Lessee. When the County receives the special assessment for this connection from the City, it shall transmit the assessment to the Lessee, who shall then make the payment to the City on behalf of the County within 30 days.

10/1/03

158-0-095

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WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-11/12/03

(ORD) NUMBER-1580095

1 K. HERRO.....AYE
 3 D. STAMSTA.....AYE
 5 J. MARCHESE.....
 7 J. JESKEWITZ.....AYE
 9 P. HAUKOHL.....AYE
 11 K. HARENDA.....AYE
 13 J. MORRIS.....AYE
 15 D. SWAN.....AYE
 17 J. BEHREND.....AYE
 19 W. MITCHELL.....AYE
 21 W. KOLB.....AYE
 23 P. PRONOLD.....AYE
 25 K. CUMMINGS.....AYE
 27 D. PAULSON.....AYE
 29 M. THOMAS.....
 31 V. STROUD.....AYE
 33 D. PAVELKO.....AYE
 35 C. SEITZ.....AYE

2 R. THELEN.....
 4 H. CARLSON.....AYE
 6 D. BROESCH.....AYE
 8 J. DWYER.....AYE
 10 S. WOLFF.....AYE
 12 J. GRIFFIN.....AYE
 14 J. LA PORTE.....AYE
 16 R. MANKE.....AYE
 18 B. MORRIS.....AYE
 20 M. KIPP.....AYE
 22 G. BRUCE.....AYE
 24 A. SILVA.....AYE
 26 S. KLEIN.....AYE
 28 P. JASKE.....AYE
 30 K. NILSON.....AYE
 32 P. GUNDRUM.....
 34 R. SINGERT.....AYE

TOTAL AYES-31

TOTAL NAYS-00

CARRIED _____

DEFEATED _____

UNANIMOUS X

TOTAL VOTES-31