

# **CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING AGENDA**

**Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin**

**November 14, 2023 - 8:00 a.m.**

**2022-2024 Board Members:** Chair Dave Ladick - Portage County, Vice Chair Chris Dickinson - Marathon County, Julie Morrow - Portage County, Becky Buch - Marathon County, Tom Seubert - Marathon County, Lon Krogwold - Portage County, Kurt Kluck - Marathon County.

**Mission Statement:** *Provide premier access to the world through aviation and be a catalyst for economic growth in our communities.* **Vision Statement:** *To be the airport of choice for central and northern Wisconsin.*

**The monthly meeting of the Central Wisconsin Joint Airport Board will have the option for members and the public to call-in via telephone conference. Airport Board members and the public may join the meeting by calling 1-469-480-4192 and enter Conference ID 586 086 871#. The conference line will be open to calls five (5) minutes prior to the meeting start time listed above.**

- 1) Call to Order by Chair Ladick at 8:00 a.m.
  - a) Pledge of Allegiance
- 2) Approval of Minutes of the September 12, 2023 Board Meeting (October meeting canceled)
- 3) Public Comment Period: 15-minute time limit
- 4) Review and Possible Action on Concessionaire Lease Amendment
- 5) Review and Possible Action on On-Call Airport Architectural Consultant Selection
- 6) Review and Possible Action on Annual Planning Session
- 7) Review and Possible Action on Parking Rate Structure
- 8) Review and Possible Action on a One-Year Extension of the Airport Financial Consulting Services Master Agreement
- 9) Staff Reports
  - a) Director Report
    - i) Air Service Update
    - ii) Statistical Report
    - iii) Flight Schedule
    - iv) Legislative Update
  - b) Financial Reports
    - i) Budget Update
    - ii) Revenues and Expenses
    - iii) Budget Comparison
  - c) Operations and Project Reports
    - i) Update on Runway Shift Project
    - ii) Update on ATC Tower Project
    - iii) Update on Terminal Area Master Plan
    - iv) Update on Airport Operations
  - d) General Aviation Updates – Central Wisconsin Aviation

10) Adjournment

11) Next Scheduled Meeting Date: December 12, 2023 at 8:00 a.m.

*Any person planning to attend this meeting who needs some type of special accommodation to participate should call the County Clerk's Office at 715-261-1500 or e-mail [countyclerk@co.marathon.wi.us](mailto:countyclerk@co.marathon.wi.us) one business day before the meeting.*

# CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING MINUTES

## CENTRAL WISCONSIN AIRPORT TERMINAL

Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin

September 12, 2023 - 8:00 a.m.

Airport Board:	Dave Ladick, Chair Lonnie Krogwold Becky Buch Thomas Seubert	Chris Dickinson, Vice Chair – Excused Kurt Kluck Julie Morrow
Staff:	Brian Grefe, Airport Director Julie Ulrick, Badging Coordinator Jim Fredericksen, Operations Supervisor	Mark Cihlar, Assistant Airport Director Dave Drozd, Finance Director Jim Wood, Operations Supervisor
Visitors:	Karl Kemper, Becher Hoppe John Pavelski, Portage Co. Executive	Rick Miller, Central Wisconsin Aviation
Handouts:	August Revenue and Expense Reports, Budget Comparison Report	

**Call to Order:** Meeting called to order by Chair Ladick at 8:00 a.m.

**Approval of Minutes:** *Motion by Morrow, second by Kluck to approve the minutes of the August 8, 2023 board meeting. Motion carried unanimously.*

**Public Comment Period:** None.

### **Review and Possible Action on the 2024 CWA Annual Budget:**

The 2024 budget summary shows a budget decrease of 13.57% in operational revenues and expenses that is a direct result of the current pilot shortage and reduction in available aircraft. Air service overall is expected to see an increase in 2024 with the addition of Avelo Airlines beginning direct service to Orlando on October 5, 2023. Avelo Airlines has additional aircraft on order and can grow in their strong communities. Parking revenue, concession revenue and passenger facility charges (PFCs) will be impacted positively. Personnel expenses are up 8.39% with the addition of two new intern positions and an updated pay for performance program that was recently implemented. Contractual services increase is mainly from an accounting change that now includes marketing expenses in that category. Fixed charges for insurance will likely see a 5% increase and capital outlay is down 55.82% due to fund balance borrowing in 2023 that was not needed. The 2024 fund balance transfer of \$839,491 will offset capital expenses for 2024.

Local capital expenses for 2024 includes the replacement of a pickup truck (\$50,000), new parking lot revenue control equipment for the east parking Lot (\$60,000), IT network equipment upgrades (\$40,000), and the addition of a compact zero turn mower, fuel farm backup generator, 20 ft. loader snowplow, new paint machine and replacement of a zero-turn mower totaling (\$136,000). Airport facilities includes construction of a large box hangar with a local share of \$400,000 and design of a new general aviation arrivals and departures facility with a local share of \$180,000. Capital expenses for the year total \$866,000. Other federal capital projects in 2024 include the following with estimated costs: Ordering a new Airport Rescue and Firefighting (ARFF) truck (\$1 million), an air traffic control tower equipment modernization project (\$1.1 million), the design of a replacement general aviation arrivals and departures building (\$600,000), and the construction of a box hangar for large transient aircraft (\$4-\$5 million).

Debt service payments total \$532,128.43 for 2024. Of this amount, \$73,484.07 will be paid from PFCs and the remaining \$459,128.43 will be paid from the American Rescue Plan Act (ARPA) funding as approved by the Federal

Aviation Administration (FAA). No county issued debt is requested for 2024 and none is anticipated in 2025. Both GO Bonds are held by Marathon County and no debt for CWA is held by Portage County.

The airport was awarded an ARPA Grant in the amount of \$2,209,388 on August 10, 2021. Approved uses for ARPA Grant funds include payroll, utilities, debt service, and service contracts. ARPA funding in the amount of \$1,621,815.57 will be submitted in 2023 for reimbursement. ARPA funding in the amount of \$459,128.43 will be used in 2024 for debt service obligation. This final payment will allow the grant to be closed. An ARPA Grant in the amount of \$120,900 was awarded to CWA on August 10, 2021 for concessionaire relief. Those funds will be allocated to qualifying tenants in 2023 or 2024. Current grant balances as of 8/31/2023 are as follows: ARPA Grant \$2,080,940 and ARPA Grant-Concessions \$120,900.

The addition of Avelo Airlines will be the biggest change at CWA in 2024. This affordable airline will make the airport more accessible for our current guests and will bring in new guests that have not used the airport before. Early bookings are strong and data supports additional growth if the Orlando route is supported by our communities. American and Delta service will likely be mostly flat in 2024. Despite strong performance on both, the airlines have been unable to meet the demand. Despite this, the airport board is aggressively pursuing additional destinations on both American and Delta, including applying for another Small Community Air Service Development Program Grant (SCASDP) or other ways to fund a revenue guarantee to support growth on our legacy carriers.

Increases in revenue will largely be offset by the rising cost of doing business. Throughout 2024 there will be a deliberate effort to optimize airport finances including adjusting parking rates to stay competitive. Expenses for 2024 follow a similar trend as in the past few years with the cost of goods and services up significantly. Sizable increases have been seen in areas such as utilities, fuel, contracted services, and health insurance. An additional \$30,000 has been budgeted for a marketing campaign as part of our approved Small Community Air Service Development Program (SCASDP) with Avelo Airlines.

No tax levy is being requested in 2024 from either Marathon or Portage Counties. The budget was reviewed in advance of this meeting with the Finance Directors from both Marathon & Portage Counties. ***Motion by Krogwold, second by Kluck to approve the 2024 CWA Annual Budget as presented. Motion carried unanimously.***

#### **Review and Possible Action on Amended and Restated Air Service MRG Agreement:**

On May 9, 2023, the Joint Airport Board approved a Minimum Revenue Guarantee and Air Service Agreement that was crucial in bringing Avelo Airlines service to the Central Wisconsin Airport and non-stop service to Orlando, FL. Since that time Avelo Airlines has expressed interest in flying a route between Las Vegas Airport (LAS) and CWA in addition to the three communities listed. Airport staff worked with the U.S. Department of Transportation to amend the scope of CWA's Small Community Air Service Development Program Grant to include Las Vegas Airport (LAS). On July 31, 2023, the amendment was agreed to and Las Vegas is now included in the SCASP Grant. The next step is to include LAS in the Air Service MRG Agreement. The proposed amended and restated air service MRG agreement will now include a minimum revenue guarantee and associated marketing program to recruit, initiate and support new, low-fare air service to Las Vegas (LAS), Orlando (MCO/SFB), Phoenix (PHX/AZA) or a Southwest Florida hub airport. The MRG will be effective immediately and expire on January 7, 2028, or three-years of scheduled service, whichever is sooner. ***Motion by Buch, second by Morrow to approve the amended and restated air service MRG agreement. Motion carried unanimously.***

#### **Staff Reports:**

##### **Director Report – Brian Grefe:**

Annual FAA Certification Inspection – The comprehensive FAA Part 139 inspection that occurs every year includes a records inspection as well as a physical inspection of the airfield. FAA inspections are very detailed to ensure all airports are operating at a high standard and by regulations. This year CWA got a perfect inspection. Grefe recognized the entire operations department for their dedication to assuring everything was as perfect as possible.

Air Service Update – American is planning to pull back one flight this fall due to aircraft and pilot availability. They recently began running the last flight of the day out at a later time, which has affected load factors slightly. Times for the two flights per day are initially on a varying schedule. 04

Statistical Report – The August statistical report shows charter activity up 37.5% on the year, with total operations up 1.9% on the month, down 16.5% on the year. Air traffic operations are up 7.4% on the month, down 7.3% for the year. Enplanements end with a 24.6% increase on the month and a 1.0% increase for the year. Load factors were high ranging from 85.3% to 93.2%.

Flight Schedule – The flight schedule remains at five daily flights. Another Never Forgotten Honor Flight is scheduled for September 25<sup>th</sup>, with the final flight of the year scheduled in October.

Legislative Update – Staff have been working with Wisconsin Airport Management Association to look for ways to improve the state process for getting grants out in a more timely manner. Grefe met with State Senator Tomczak, Representative Schneider and the Secretary of the Wisconsin Department of Transportation Craig Thompson and all are interested in improving the process either legislatively or administratively.

**Financial Reports – Dave Drozd:**

Revenues and Expenses – Revs for August end similar to last year at 30.69% of budget, with expenses ending the month at 34.9% of budget. Annual charge back amount for fixed charges/insurance should be available soon. Capital outlay is low from the fund balance loan that was not needed.

Budget Comparison – The budget comparison report shows revenues up 2.12% year to date over last year and expenses up 0.98%.

**Operations & Project Reports – Mark Cihlar:**

Update on ATC Tower Project – The grant for the tower project has not been received to date. The consultants, Aviation – a Woolpert company, were able to work with the bidder to find savings on the base bid.

Update on Runway Shift Project – The runway shift project will soon be moving into the next phase, decoupling the runways. Flight check for the nav aids on 8/26 began yesterday and will resume today. Once flight check is complete, Runway 8/26 will be reopened with a displaced threshold to begin decoupling at Runway 17/35. 17/35 will then be closed for approximately two months while decoupling begins. Paint markings will be done as soon as the concrete has fully cured. FAA headquarters representatives did come onsite to see the runway shift project in action. One of their focuses was traffic control throughout the project, how to keep aircraft safe and protected from work on the project and visa versa.

Update on Airport Operations – Maintenance staff worked hard preparing for the FAA inspection. Now focus will shift to recurrent training and preparations for winter operations, while finishing up summer projects. One employee had an opportunity to move to Milwaukee airport operations and interviews have been conducted to fill that position. A conditional offer was made to the top candidate from the applicant pool.

**General Aviation Reports – Central Wisconsin Aviation:**

The fall charter schedule has turned out to be more flights than what was anticipated. GA corporate flights have been increasing and fuel sales have been strong. They will be interviewing a mechanic that grew up in Wisconsin and was in the service who is interested in working on corporate jets. The interview is scheduled for Tuesday.

**Adjournment: 9:06 a.m. Motion by Kluck, second by Krogwold to adjourn. Motion carried unanimously.**

**Next Scheduled Meeting Date: October 10, 2023 at 8:00 a.m.**

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Julie Ulrick, Recording Secretary



## Agenda Item Summary

**Airport Board Meeting Date:** November 14, 2023

**Agenda Item Title:** # 4) Review and Possible Action on Concessionaire Lease Amendment

**Staff Responsible:** Brian Grefe, Airport Director

**Background:** In July of 2018, the Central Wisconsin Joint Airport Board and Oakwells Commuter Rail, LLC, doing business as the Blind Rooster, entered into a Food, Beverage, and Retail Concession Agreement. Since that time, both the Blind Rooster and the Airport Board have made significant investments into the Food and Beverage facilities and equipment in the CWA terminal building. These investments were both needed and a condition of an extension of the Agreement.

The initial contract expired this June. The Blind Rooster has been operating as agreed to in a “hold over” status while Oakwell’s worked to increase staffing levels to open the second floor – Blind Rooster Kitchen + Bar. The Blind Rooster Kitchen + Bar was last open for regular hours during the 2023 Lenten season. As agreed to, they shut down for the spring and summer because of lack of demand for this regular service. Since discontinuing regular operating hours, both airport staff and Blind Rooster staff have heard very few requests to start regular service again. There is, however, interest to use the facility as an event hall.

It is apparent that there is not enough demand for regularly staffed hours, at this time, for the second floor operation. Minimum operating hours of at least 40 hours per week at this location is a condition of the Agreement, however. In consideration of removing this condition, which has value to the Airport Board, Oakwells President Michael Reilly has agreed to increase all food and non-alcoholic beverages concession amount from 8% to 10%.

**Timeline:** If approved, this amendment would take place December 1, 2023, and expire on November 30, 2028. Operations of the first floor, concourse area Blind Rooster remain unchanged. The second-floor operation remains open and available for special events. Oakwells’ Management, at their discretion, may still open the second-floor restaurant for regular service once demand increases.

**Financial Impact:** This 2% increase in all food and non-alcoholic beverage concessions will increase airport revenues by \$500 to \$600 per month. A 10% concession amount is industry standard for food and non-alcoholic beverages.

In addition, this 5-year extension will ensure important concession revenue from our airport partner who offers a premium product inline with Airport Board and community expectations.

**Contributions to Airport Goals:** This Agreement aligns with the 2023 goal of, “Improve the Guest Experience”. Quality food and beverage options are critical to the success and positive perception of the Central Wisconsin Airport.

**Recommended Action:** Airport staff recommend approval of the amendment to the Food, Beverage, and Retail Concession and Lease Agreement with Oakwells Commuter Rail, LLC as presented.

**Attachment(s)** AMENDMENT #2 - FOOD, BEVERAGE, AND RETAIL CONCESSION AND LEASE AGREEMENT

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AMENDMENT TO LEASE DOCUMENT

FOOD, BEVERAGE, AND RETAIL CONCESSION AND LEASE AGREEMENT

AMENDMENT #2

This Amendment to a Food, Beverage, and Retail Concession, originally dated 1st day of July 2018, between the Central Wisconsin Joint Airport Board, Mosinee, Wisconsin, hereinafter referred to as Lessor, and Oakwells Commuter Rail, LLC with its principal office at 1035 S. Semoran Blvd, Building 2 – Suite 1040 Winter Park, FL 32792, and operating out of Central Wisconsin Airport, hereinafter referred to as Concessionaire, shall be effective the **1<sup>st</sup> day of December 2023**.

WITNESSETH:

WHEREAS, The Lease Agreement's Initial Term ended on June 30, 2023, as specified in Section 4.1 and is Holding Over, and

WHEREAS, the Concessionaire has completed acceptable Leasehold Improvements as defined in in Section 4.3, and

WHEREAS, demand for regular food service at the second floor Blind Rooster Kitchen and Bar is unsustainably low.

NOW, THEREFORE, the parties agree to the following amendments to the original Food, beverage, and Retail Concession Agreement as follows:

- 1) SECTION 4. TERM: Paragraph 3. Additional Term.  
The new five (5) year Agreement commences on December 1, 2023, and expires on November 30, 2028, pursuant to this section and paragraph. All language within this section and paragraph relative to the two (2) five (5) year extensions, with terms and conditions to be negotiated, remain unchanged.
- 2) SECTION 8. CONCESSION PAYMENT AND STATEMENTS. Concession Fee,  
Subparagraph 1.2. The concession fee for food and non-alcoholic beverages shall be increased to ten percent (10%).
- 3) SECTION 17. CONCESSIONAIRE'S OPERATING STANDARDS  
Subparagraph 1.9 Hours of Service: 1.9.3 shall be revised to state, "Concessionaire shall provide services in the second floor bar/restaurant area, as required under this Agreement, a minimum of *zero (0) hours per week*. Specific hours of operation or schedule shall be approved in advance by the Airport Director and posted for the general public. Concessionaire further agrees to open the bar/restaurant area for special events, upon reasonable notice, when a large crowd is anticipated, such as Never Forgotten Honor Flight."

4) All other terms and conditions remain unchanged.

*[Signatures on Next Page]*

IN WITNESS WHEREOF, the parties have hereunto set their hands:

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

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

Central Wisconsin Joint Airport Board

Oakwells Commuter Rail, LLC

By \_\_\_\_\_

By \_\_\_\_\_

Chair

President





## Agenda Item Summary

CENTRAL WISCONSIN AIRPORT

**Airport Board Meeting Date:** November 14, 2023

**Agenda Item Title:** #5) Review and Possible Action on On-Call Airport Architectural Consultant Selection

**Board Member:** Dave Ladick, Chair

**Staff Responsible:** Mark Cihlar, Assistant Airport Director

**Background:** CWA has been planning for numerous architectural projects through the Terminal Area Master Plan (TAMP). With the TAMP close to completion, several of those projects are ready to move from the planning stage into design. CWA's last On-Call Architectural Consulting Contract was selected through a competitive selection in 2017, but the contract expired on January 19, 2023. Additionally, most of the projects now being considered were not included in the 2017 selection. For these reasons, it is necessary for CWA to conduct a new competitive selection for architectural services.

The FAA has clear guidance on the process for competitive selection of consultant services, specifically through *FAA Advisory Circular 150/5100-14E – Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*. The FAA requires that consultants be selected based on qualifications to ensure the best qualified consultant is selected. Price cannot be considered when selecting the most qualified firm. After the most qualified firm is selected, a detailed design contract scope of work is finalized and a fee for the work is negotiated. If the airport and consultant cannot agree on an acceptable scope/fee, the airport then has the option to suspend negotiations and begin negotiations with the next most qualified firm.

CWA staff have completed the consultant selection process for On-Call Airport Architectural Consultant Services through a request for qualifications in accordance with FAA Advisory Circular 150/5100-14E. See attached Record of Selection for details regarding this procurement action.

If the committee's recommendation for selection is approved by the Board, this selection will lead to contract negotiations for a 5-year, on-call no-cost contract between the selected firm and the airport. The 5-year, on-call contract will provide a mechanism for the firm to provide both design and construction administration services for Capital Improvement Projects at CWA.

**Timeline:** After selection by the board, CWA staff will work with the selected firm to finalize the no-cost on-call contract. CWA staff will also work with the selected firm to develop a detailed scope of work for the design of the new transient hangar as planned in the Terminal Area Master Plan. Additional design contracts will be considered when appropriate to meet the objectives of the Airport Board.

**Financial Impact:** The current selection will have no immediate financial cost but will position the airport to compete well for competitive funding of projects. Specific design costs will be considered on a project-by-project basis and will be presented to the board for approval at a later date.



## Agenda Item Summary

CENTRAL WISCONSIN AIRPORT

**Contributions to Airport Goals:** This selection supports the implementation of the Terminal Area Master Plan and contributes to the 2023 Goals to Improve the Guest Experience and Increase GA Activity.

**Recommended Action:** The selection committee recommends approval of the shortlisted respondents in the Record of Selection and selection of the Woolpert team for On-Call Airport Architectural Consulting Services and contract negotiations for upcoming projects at the Central Wisconsin Airport.



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**Record of Selection:  
Central Wisconsin Airport  
On-Call Airport Architectural Consultant Services**

**Date:** November 8, 2023

**Contract Title:** Airport Architectural Consultant Services - 2023

**Location:** Central Wisconsin Airport

**Anticipated A.I.P. Grant:** TBD

1. Central Wisconsin Airport (CWA) issued a Request for Qualifications (RFQ) for Airport Architectural Consultant Services on October 5, 2023. This RFQ was conducted in accordance with FAA Advisory Circular 150/5100-14E.
2. The RFQ was publicized in the Mosinee Times as well as the Marathon County RFPs/Bids website.
3. On November 2, 2023, the deadline for submitting Statements of Qualifications (SOQ) for the RFQ, CWA received three SOQs from the following firms: Woolpert, Mead & Hunt and Westwood.
4. On November 7, 2023, a 4-member selection committee, including two CWA Staff, one CWA Board member, and one BOA representative, convened to review the three SOQs. The three SOQs were ranked according to the criteria identified in the RFQ. All three were competent and competitive proposals that met the minimum requirements of the RFQ and were qualified to be shortlisted for ranking. The evaluation committee agreed that selection could be made based on written proposals alone without presentations from each firm. The selection committee did consider the option of separate rankings for specific projects, but ultimately recommended one ranking for all projects. The following information briefly summarizes the evaluations of the three firms and the final shortlist ranking:
  - a. Woolpert, teamed with Becher Hoppe Associates Inc. and Studdiford Technical Solutions LLC, demonstrated strong experience in comparable types of projects and delivery methods to those planned at CWA. Specific strengths of the Woolpert team include the ability to execute projects on extremely short timelines and provide a responsive and collaborative approach to design a project that is tailored to the best interests of the airport. One weakness of the Woolpert team is their proximity to CWA being based in Denver, but this has not caused problems on projects in the past at CWA.
  - b. Mead & Hunt, teamed with Becher Hoppe Associates Inc. and Logplan, also demonstrated strong experience in comparable types of projects and delivery methods to those planned at CWA. Strengths of the Mead & Hunt team include extensive experience in net-zero

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energy facilities. Mead & Hunt also has a national network of engineers and architects to draw experience on, however this can also add challenges to delivering a project that focuses on CWA specific goals and needs. One weakness of the Mead & Hunt team specific to this solicitation is the entry level experience of the subconsultant staff for Logplan who would be assigned to the CWA project.

- c. Westwood demonstrated strong experience in hangar design and construction and limited experience in the design of other types of projects being considered by CWA. Westwood customer satisfaction is a clear strength of the firm, and they come highly recommended from airports that have worked with them in the past. One weakness of the Westwood team specific to this solicitation is a lack of experience in a Construction Manager at Risk alternative delivery method.
- d. The final scoring out of a maximum of 100 points, in accordance with the evaluation criteria in the RFP, of the three shortlisted respondents was:
  - Woolpert – 94
  - Mead & Hunt – 86
  - Westwood – 63

5. On November 14, 2023, the selection committee will recommend to the Central Wisconsin Joint Airport Board the selection of the Woolpert team for On-Call Airport Architectural Consultant services and contract negotiations for upcoming projects at the Central Wisconsin Airport.

A handwritten signature in black ink, appearing to read "Mark Cihlar", is written over a horizontal line.

Mark Cihlar, A.A.E.  
Assistant Airport Director



## Agenda Item Summary

**Airport Board Meeting Date:** December 13, 2023

**Agenda Item Title:** #6) Review and Possible Action on Annual Planning Session

**Staff Responsible:** Brian Grefe, Airport Director

**Background:** The Central Wisconsin Joint Airport Board has been setting annual goals for the airport since 2017. In addition to setting strategic and technical goals for the organization, these annual goals are used extensively throughout the year. These integrate in nearly everything we do. These goals will be incorporated into annual goals for every staff position, where applicable. Also, every time an action is requested from the Joint Airport Board, the Agenda Item Summary explains if and how the action ties into the annual goals.

On November 1, 2023, the annual planning session was held at the Central Wisconsin Airport. It was facilitated by Steve Smith, retired Campus Dean of Mid-State Technical College. The objective of the planning session was to identify and recommend, to the airport board, a reasonable number of goals that have the biggest impact on the airport that work toward the Mission/Vision statements. The goals presented today are attached.

**Timeline:** The CWA Annual Goals for 2024 will begin immediately.

**Financial Impact:** Any expenses that arise out of the annual goals will be worked into the existing budget. Some of these goals will help meet the revenues budgeted for 2024.

**Contributions to Airport Goals:** This is establishing the 2024 Annual Airport Goals.

**Recommended Action:** Airport Staff recommend approving the CWA Annual Goals for 2024 as presented.

**Attachment(s):** CWA Annual Goals 2024



# CWA Annual Goals 2024

## **GOAL #1: Develop Employees**

*SUB-GOAL: Create CWA Specific Training Program*

*SUB-GOAL: Develop Better Communication Protocols for Shift Changes*

*SUB-GOAL: Assess Skill Levels of Current and New Employees*

## **GOAL #2: Promote Airport**

*SUB-GOAL: Identify New and Creative Marketing Opportunities*

*SUB-GOAL: Participate in Local Events*

## **GOAL #3: Maintain Premier Airport Facilities**

*SUB-GOAL: Inspect and Clean Facilities*

*SUB-GOAL: Maintain a Vigilant Posture for Airside and Landside Safety*

## **GOAL #4: Grow Aviation**

*SUB-GOAL: Expand Commercial Air Service*

*SUB-GOAL: Expand General Aviation*



## Agenda Item Summary

**Airport Board Meeting Date:** November 14, 2023

**Agenda Item Title:** #7) Review and Possible Action on 2024 Guest Parking Lot Rate Adjustment

**Staff Responsible:** David Drozd, Finance Director

**Background:**

- Currently, the Joint Airport Board approved a parking lot rate structure at \$9/day with a maximum \$45/weekly rate. This weekly rate offered a 2-day discount on guest parking for the 6<sup>th</sup> and 7<sup>th</sup> day.
- CWA staff conducted a survey of other airports in our region regarding parking fees and programs as a comparative for review. See attached Parking Rate Sheet as of October 2023. Just to note, CWA does not have a premium or short-term lot which other airports may offer.
- The cost of maintaining parking lots has increased each year with regards to sealcoating and painting. Also, we have budgeted for the following for next year for revenue control upgrades:
  - SPARK Software Upgrade/Cloud Based System \$18,000
  - Annual Cloud Licensing \$6,500/year ongoing
  - East Parking Lot Revenue Control Equipment Addition \$54,000
- To offset the increased costs of operating and maintaining the parking lots, we recommend the following parking rate structure.
  - *\$10/day with a maximum \$50/week rate*
  - *No charge for the first three hours*

**Timeline:** If approved by the Joint Airport Board, the new rate structure would be programmed into the system for a February 1, 2024 implementation. This will allow ample time to communicate this change and make modifications to our parking lot signage.

**Financial Impact:** Based on parking revenue through October, it is estimated for 2024 to see an increase of around \$90,000. The net effect of the increase should lead to a slight increase in revenue in 2024 after the software and equipment purchases.

**Contributions to Airport Goals:** This is a key part of the goal of Engage in Business Planning. This will help us maintain long-term sustainability and increased reliability.

**Recommended Action:** Airport staff recommend approving the parking lot increase effective February 1, 2024.

**Attachment:** Parking Rate Comparison as of October 2023.

# Parking Rates - WI, MN, IL

As of October 2023

CODE	NAME	STATE	SHORT-TERM FREE	SHORT-TERM HOURLY	SHORT-TERM MAX	LONG-TERM DAILY RATE	WEEKLY REDUCED RATE	OTHER/COMMENTS
ATW	Appleton International	WI	30 min	\$6 at 31 min, then \$1 for each additional 1/2 hr	\$19.00 /day	\$10.00	\$50.00	
EAU	Chippewa Valley Regional	WI	4 hrs			\$7.00		
GRB	Austin Straubel International	WI		\$1.00 /each half hour	\$15.00 /day	\$8.00	\$40.00	
LSE	LaCrosse Regional	WI	20 min	\$2.00 /first hour for each additional 1/2 hour	\$11.00 /day	\$8.00		
MSN	Dane County Regional	WI	15 min	\$2.00 /hr	\$16.00 /day	\$6 \$8 \$10		
RHI	Rhineland-Oneida County	WI	4 hrs		\$7.00 /day	\$7.00		
MKE	Mitchell International	WI		\$2.00 /hr	\$8-\$24 /day	\$8 \$15 \$24		
MSP	Minneapolis-St. Paul	MN		\$5.00 1st hr then \$3/hr		\$19 \$23 \$30		
RST	Rochester	MN	30 min	\$1.00 /half hour	\$9.00 /day	\$9.00	\$54.00	
DLH	Duluth International	MN	15 min	See comment section	\$13.00 /day	\$13.00	\$78.00	Surface Lot 0-1 hr \$3 1-2 hr \$5 2-6 hr \$9
			15 min	See comment section	\$15.00 /day	\$15.00	\$90.00	Ramp 0-1 hr \$5 1-2 hr \$7 2-6 hr \$10
ORD	Chicago O'Hare	IL		\$3-\$4 /hr		\$15 \$22 \$42		
MLI	Quad City/Moline International	IL		\$1.00 /first hr then \$2/hr	\$15/day - \$75/wk	\$7.00	\$35.00	



**RESOLUTION No. R-02-23**  
**APPROVING PARKING LOT RATE ADJUSTMENT**  
**BY**

**Central Wisconsin Joint Airport Board**

WHEREAS, Marathon County and Portage County, Wisconsin hereinafter referred to as the Joint Airport Board, each being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11 (1973), to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the Joint Airport Board desires to continue operating the Central Wisconsin Airport (CWA), Marathon County, Wisconsin, and

WHEREAS, Section 23.60(1) of the General Code of Ordinance of Marathon County authorizes the Joint Airport Board to establish rates and charges,

WHEREAS, CWA staff have determined that the operating and maintenance expenses have increased significantly over the past two years, and

WHEREAS, the adjustment is necessary to meet the operational needs of the airport, and

THEREFORE, BE IT RESOLVED, by the Joint Airport Board that the guest parking rates be adjusted to \$10/day with a maximum of \$50/week effective February 1, 2024.

DATED this 14<sup>th</sup> day of November, 2023

\_\_\_\_\_  
Central Wisconsin Joint Airport Board Chair



## Agenda Item Summary

**Airport Board Meeting Date:** November 14, 2023

**Agenda Item Title:** #8) Review and Possible Action on a one-year extension of the Airport Financial Consulting Services Master Agreement

**Staff Responsible:** David Drozd, Finance Director

**Background:**

- The current Airport Financial Consulting Services Agreement is between Leibowitz & Horton Airport Management Consultants Inc. (L&H). This 5-year master agreement expired on October 19, 2023.
- L&H was instrumental in the closure of our original Passenger Facility Charge (PFC) applications, as well as the issuance of the current applications with the Federal Aviation Administration (FAA).
- The Central Wisconsin Airport (CWA) is requesting the extension of the master agreement for one year, with the task of developing a new Passenger Facility Charge (PFC) Application #6, along with amendment services for PFC Applications #4 and #5. Application #6 will include the local share of the runway shift project that will be completed by the end of 2023.
- PFC consulting fees are estimated to be \$80,592, which are reimbursable from PFC revenues as an allowable project cost.

**Timeline:** With approval from the Joint Airport Board, this master agreement will be extended one year, with an expiration date of October 19, 2024. Upon approval, work would begin immediately. The timeline for these tasks will be 12-18 months.

**Financial Impact:** The total contract amount is \$80,592. This amount will be paid out of PFC revenues as work is completed. The current PFC fund balance as of October 31, 2023, is \$859,528. The financial approach used by L&H has been successful on past projects at CWA. This agreement is in line with other expenses over the past five years.

**Contributions to Airport Goals:** The PFC program is a key piece of the goal to “Engage in Business Planning”. PFC collections allows the airport to pay for the local share of most Airport Improvement Projects (AIP) and for the purchase and/or funding of non-AIP eligible projects as well.

**Recommended Action:** Airport staff recommend the approval of a one-year extension of the L&H Airport Financial Consulting Services Master Agreement and authorize the airport director to sign the task order for these services.

**Attachment(s)** CWA Financial Consulting Master Agreement  
L&H proposal for PFC Services dated November 3, 2023.

November 3, 2023

Mr. Brian Grefe  
Airport Director  
Central Wisconsin Airport  
100 CWA Drive  
Mosinee, WI 54455

31 Blue Heron Drive  
Greenwood Village, Colorado 80121  
(303) 773-6761 • Fax (303) 773-6709

Re: Passenger Facility Charge Consulting Services - CWA

Dear Mr. Grefe:

Leibowitz & Horton Airport Management Consultants Inc. (L&H) is pleased to submit this proposal to provide Passenger Facility Charge (PFC) consulting services to the Central Wisconsin Airport. L&H will provide valuable insights and strategic advice to the Airport decision makers, help airport management navigate federal, airline and local public policy passenger facility charge issues, and deliver value in a cost-effective manner. L&H has dedicated staff to this assignment with direct, relevant experience including more than 400 successful PFC applications since the program began. L&H has extensive industry experience and unparalleled expertise in all areas CWA may require for developing PFC implementation strategy and preparing applications and amendments.

Lynn Leibowitz, who will serve as our project manager for the proposed services, has more than 30 years of experience serving airports in a similar role. She will be assisted by Monica Weddle, who has 15 years of experience in all aspects of airport financial services with a focus on PFC Applications and Amendments. Lynn and Monica have a strong working relationship with the Federal Aviation Administration (FAA), airlines and other stakeholders to assist in capital improvement program implementation, PFC program management and interim financing strategy development.

As discussed in our call, our scope of services for this project will include the development of a new PFC Application #6 and an amendment to PFC Applications #19-05-C-00-CWA and #17-04-C-02-CWA. As part of the amendment services, we will work with Airport staff to address changes in funding sources, obtain final project costs on completed projects and provide explanations for increases or decreases in final project costs and requested PFC funds, and prepare the applications for final closeout.

We are excited about the opportunity to continue to serve to the Central Wisconsin Airport and welcome the opportunity to discuss our approach to the engagement, our qualifications, fees and our experience. We are available to begin this project immediately. Thank you for the opportunity to submit this proposal to provide PFC consulting services.

Sincerely,

*Lynn Leibowitz*  
President

## **Leibowitz & Horton Airport Management Consultants’ Proven Approach to Passenger Facility Charge Applications**

The application process consists of the FAA suggested steps in the process and associated deliverables as detailed below, including assistance that will be provided by L&H. Not including the Internal Planning and Advance Coordination phase, the time period required to complete the application process is typically 6 months. When needed, L&H has worked with the FAA to successfully reduce this time period to as little as 4 months.

- ***Internal Planning and Advance Coordination***—The initial PFC project plan and timeline will be finalized. Advance coordination meetings are necessary, both internally and potentially with the FAA. Necessary ALP, airspace and environmental approvals are obtained for the selected PFC projects if required. Final determination of projects to be included in this new PFC Application.
  - Deliverables: Application timeline and PFC project list
  
- ***Written Notice to Air Carriers***—L&H prepares the written notice advising air carriers serving the Airport of its intent to seek approval to continue to collect a \$4.50 PFC. The written notice is distributed by Airport staff to the air carriers serving the Airport. A date and time for an air carrier consultation meeting are set no sooner than 30 days and no later than 45 days after the issuance of the notice of intent.
  - Deliverables: Air carrier notification letter with project descriptions
  
- ***Air Carrier Consultation Meeting and Certification***—L&H prepares a presentation showing a detailed scope, timeline and cost estimates for proposed projects to air carriers with input from Airport staff. Within 30 days of the consultation meeting, air carriers must submit their certification of agreement or disagreement with the proposed projects.
  - Deliverables: Air carrier consultation materials
  
- ***Notice and Opportunity for Public Comment***—L&H prepares a summary of the detailed scope, timeline and cost estimates for proposed projects to be published on the Airport’s website or other medium. The public has 30 to 45 days to submit comments.
  - Deliverables: Public consultation materials
  
- ***Airport Board Coordination & Resolution Approval for Collection Authority***—L&H prepares a draft resolution for legal review giving the authority to submit a new application to the FAA.
  - Deliverables: Draft PFC Resolution
  
- ***Follow-Up Coordination and Draft Application Submittal***—L&H prepares a draft application for the FAA’s Airports District Office (ADO) to identify any possible issues with projects prior to final application submittal. L&H and Airport staff then meet with ADO staff to review the application.
  - Deliverables: Draft application

- ***Final Application Submittal***—Based on input received during the draft application review, L&H revises the application and submits the final copy to the FAA. The FAA’s 30 day review period then officially begins.
  - Deliverables: Final application
  
- ***Application Review Period***—The FAA reviews the application and determines if the application is complete. The FAA may then publish a Federal Register notice inviting public comment during the final review period. After the final review period, the FAA issues an approval detailing the Airport’s collection authority and approving each project.
  
- ***Air Carrier Notification***— L&H prepares a draft letter for Airport staff notifying air carriers in writing of the FAA approval. The letter is distributed by Airport staff.
  - Deliverables: Notice to air carriers of approval

### **Amendment Services**

In addition to the development of a new PFC Application #6 as described above, our services will also include the following amendment services for PFC Applications #4 and #5.

- ***Amendment to PFC Applications #4 and #5***— L&H will review the original PFC application and previous amendments. We will work with Airport staff to address changes in funding sources, obtain final project costs on completed projects and provide explanations for increases or decreases in final project costs and requested PFC funds. Reviewing PFC guidance, we will determine if air carrier consultation and public notice are required. If so, we will follow the same processes as describe for the new application. We will prepare the draft amendment packages for submission to the FAA for preliminary review. After obtaining the necessary Board approval, we will prepare the final amendment documents for formal submission to the FAA.

### **PFC Consulting Services Fees**

Our fees for completion of these services are estimated to be \$80,592. In addition to our fees for services, actual out-of-pocket expenses for application production and travel will be charged with no markup. Total out-of-pocket expenses are estimated to be less than \$1,500. Services will be billed monthly on a percentage complete basis. This proposal assumes the new application and amendments will be undertaken concurrently and includes one air carrier consultation meeting and one public notice. This will be dependent on the grants included in Application #4 being closed in time for all three applications to be included in one consultation meeting and one public notice. Should this not be the case or should circumstances arise which increase the scope of work beyond that which we have currently identified, we will discuss the situation with you and obtain your approval before proceeding. According to federal regulations, these fees and out-of-pocket expenses are reimbursable from PFC revenue as an allowable project formation cost.

**CWA Financial Consulting Master Agreement**

**CONTRACT FOR PROVISION OF SERVICES  
Airport Financial Consulting Services**

This Master Financial Consulting Services Agreement (this "Agreement") is made and entered into as of the **7<sup>th</sup> Day of December, 2018** by and between **Central Wisconsin Joint Airport Board**, with offices located at 200 CWA Drive, Mosinee, Wisconsin 54455 (hereinafter referred to as "CWA"), and **Leibowitz & Horton Airport Management Consultants Inc.** with offices located at 31 Blue Heron Drive, Greenwood Village, CO 80121 (hereinafter referred to as "Consultant") (collectively, CWA and Consultant are hereinafter referred to as "the Parties").

**Witnesseth:**

WHEREAS, CWA has advertised for and received written statements of interest and qualifications for airport financial consulting services for both aeronautical and non-aeronautical projects, and

WHEREAS, CWA has selected Consultant to provide consultant services initiated during a five-year period from October 19 2018, through October 19, 2023, as described in separate Task Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued Task Orders, hereby agree as follows:

1. Term. The term of this Agreement shall be from the Effective Date through October 19, 2023, unless sooner terminated as provided herein or extended by a written instrument signed by both Parties. This contract shall continue through the completion of any amendments or Task Orders that may be executed under this contract.

2. Consultant's Obligations. Consultant shall perform services as described in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by this reference. Project-specific Task Orders shall be supplied in mutually-agreed upon revisions to **Exhibit A** executed by the Parties. Each such Task Order shall contain a Project Description, Scope of Services, Project Schedule, Compensation Terms and other provisions or conditions specific to the Services or project being authorized (the "Project"). The services shall be performed by Consultant with reasonable care, skill, and diligence in accordance with generally accepted professional practice and shall be held to a professional standard of care (professional practice does not mean such services shall be perfect or error free). In the event of any conflict between the terms of this Contract and the terms of **Exhibit A**, the **Exhibit A** shall control with the exception of federally required clauses located within **Exhibit B** identified as:

- A. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS,
- B. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 – GENERAL CIVIL RIGHTS PROVISION,
- C. DISADVANTAGED BUSINESS ENTERPRISES,
- D. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES,

## **CWA Financial Consulting Master Agreement**

- E. ACCESS TO RECORDS AND REPORTS,
- F. BREACH OF CONTRACT TERMS,
- G. RIGHTS TO INVENTIONS,
- H. TRADE RESTRICTION CLAUSE,
- I. TERMINATION OF CONTRACT,
- J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Parties recognize that these Federal Clauses may be revised from time to time by the Federal Government

3. Compensation and Expenses, Invoicing, Payment and Offset. CWA shall compensate Consultant for its services in accordance with the Project Budget and Schedule set forth in **Exhibit A**. The total compensation and reimbursement to be paid hereunder shall be defined as set forth in **Exhibit A** and amendments thereto. In the event the Consultant incurs time and expenses in excess of the total compensation provided for in **Exhibit A** and amendments, no compensation for said additional time and expenses shall be required to be paid by CWA without written amendment to this contract executed by CWA.

4. Ownership and Use of Documents.

A. Documents prepared by Consultant in connection with this contract shall be the property of CWA. However, Consultant shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes. Consultant assigns to CWA the copyrights to all work prepared, developed, or created pursuant to this contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; 4) perform the works publicly; and 5) to display the work publicly. Consultant shall have right to use materials produced in the course of this contract for marketing purposes and professional presentations, articles, speeches and other business purposes.

B. CWA acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed and prepared by the Consultant, or for use or reuse by CWA, or others on extensions of the Project or on any other project without written verification or adaptation by the Consultant. Any such use or reuse, or any modification of the documents by CWA, without written verification, completion, or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at CWA's sole risk and without liability or legal exposure to the Consultant. CWA shall indemnify and hold harmless the Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification by CWA for extensions of the Project or use on other projects of CWA without written verification, completion, or adaptation by the Consultant.

C. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, email or other electronic means, except for electronic data as specifically identified herein or in Task Orders as electronic products or deliverables ("Electronic Deliverables"), any other files ("Other Electronic Data") in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such Other Electronic Data will be at the user's sole risk. If there is a discrepancy between the Other Electronic Data and the hard copies, the hard copies govern.

## **CWA Financial Consulting Master Agreement**

Receiving party may rely on Electronic Deliverables for the uses and purposes set forth herein or in Task Orders. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the creator of the data, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

5. CWA's Obligations. CWA shall administer this contract through an Airport Representative. The Assistant Airport Director – Finance will manage the project as CWA's Representative. In the event that the Assistant Airport Director – Finance is not available, the Airport Director shall assume Airport Representative's duties. CWA shall provide full information regarding its requirements for the Services or Project and shall arrange for the Consultant, its agents' and sub-consultants' access to the site of work. The services provided and products delivered by the Consultant under this contract will be subject to review by CWA's Representatives, or a designee, for compliance with Consultant's obligations prior to final payment. CWA's Representative shall render decisions pertaining thereto within a reasonable time so as not to delay the progress of the Consultant's services. Such a review by CWA's Representative shall under no circumstances operate as a waiver of any of CWA's rights, including without limitation the right to claim that the Consultant's work was not in accordance with applicable professional standards or otherwise defective in any way. CWA shall provide Consultant, its agents and sub-consultants access to its records to the extent necessary to perform Consultant's obligations hereunder.

6. Delays. Any delay or default in the performance of any obligation of Consultant under this Agreement resulting from any cause beyond Consultant's reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of Consultant as long as performance is delayed or prevented thereby, and the compensation due Consultant hereunder shall be equitably adjusted.

7. Termination Prior to Expiration of Contract Term.

A. CWA has the right to terminate this contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this contract shall become the CWA's property.

Notwithstanding the above, Consultant shall not be relieved of liability to CWA for damages sustained by CWA by virtue of any breach of the contract or breach of professional standards of care by the Consultant.

B. Consultant has right to terminate this contract for reasons including but not limited to nonpayment of fees, breach of any material condition in relation to master contract and task orders, and inability to reach agreement on additional services, changes in parties, or other substantially changed conditions by giving written notice to CWA of such termination and specifying the effective



## **CWA Financial Consulting Master Agreement**

date thereof. Such notice shall be given at least ten (10) days before the effective date of such termination. Consultant shall be entitled to receive compensation in accordance with the contract for any satisfactory work completed pursuant to the terms of this contract prior to the date of termination.

8. Independent Contractor Status.

A. The parties to this contract intend that the relationship between them contemplated by the contract is that of independent contractor. Consultant, and any agent, employee, or servant of Consultant shall not be deemed to be an employee, agent, or servant of CWA.

B. Consultant is not required to offer his services exclusively to CWA under this contract. Consultant may choose to work for other individuals or entities during the term of this contract, provided that the services and deliverable products required under this contract are submitted in the manner and on the schedule defined under this contract.

C. Consultant shall not attempt to oversee or supervise the work or actions of any CWA employee, servant or agent in the course of completing work under this contract.

**D. Consultant is not entitled to any Workers' Compensation benefits through CWA or its owners and is responsible for payment of any federal, state, FICA and other income taxes.**

9. Assignability. This contract is not assignable by either party. Any use of subcontractors by the Consultant for performance of this contract must be accepted in writing by CWA.

10. Dispute Resolution. If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

11. Severability. In the event that any provision of this contract shall be held to be invalid or unenforceable, the remaining provisions of this contract shall remain valid and binding upon the parties hereto.

12. Integration and Modification.

A. This contract, including **Exhibits A & B** hereto, represents the entire and integrated contract between CWA and the Consultant. This contract may be amended only in writing and signed by both CWA and the Consultant in the form of Task Orders or Amendments.

B. CWA may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including the increase or decrease in the amount of the

**CWA Financial Consulting Master Agreement**

Consultant's compensation, which are mutually agreed upon between CWA and the Consultant, shall be in writing and upon execution shall become part of this contract.

13. Indemnity.

A. Consultant and CWA each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's intentional acts, negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Consultant and CWA they shall be borne by each party in proportion to its negligence.

B. As it relates to scope and performance of this Agreement, the Consultant further shall investigate, process, respond to, adjust, provide defense for and defend, pay or settle all claims, demands, or lawsuits at its sole expense and shall bear all other costs and expenses related thereto, even if the claim, demand or lawsuit is groundless, false or fraudulent.

C. CWA does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

14. Insurance. Consultant and any subcontractors shall procure and maintain until all of their obligations have been discharged and until any warranty periods under this Contract are satisfied, such insurance policies as will protect itself, CWA and others as specified from claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

CWA in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, its agents, representatives, employees, or subcontractors. The Consultant shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Consultant is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

A. Coverage and Limits of Insurance:  
Consultant shall provide coverage with limits of liability not less than those stated below. An umbrella and/or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

<b>Workers' Compensation</b>	Statutory
<b>Commercial General Liability</b>	\$3,000,000
<b>Automobile Liability</b>	\$2,000,000

**CWA Financial Consulting Master Agreement**

**Professional Liability**

\$2,000,000

The policy shall be endorsed to include the following additional insured language on the Additional Insured Endorsements specified above: "CWA, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Consultant, including completed operations".

**B. Proof of Insurance:**

1. To provide evidence of the required insurance coverage, copies of Certificates of Insurance in a form acceptable to CWA shall be filed with CWA through the representative identified in Paragraph 5, no later than ten (10) calendar days prior to commencement of operations affecting CWA. Failure to file or maintain acceptable Certificates of Insurance with CWA is agreed to be a material breach of any contract. These Certificates of Insurance shall contain a provision that coverage afforded under the policies will not be suspended, voided, materially altered or canceled unless at least thirty (30) calendar days prior written notice by certified mail, return receipt requested (effective upon proper mailing), has been given to CWA, however, when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Assistant Airport Director – Finance at the address listed in Section 19. If the insurance carrier will not provide the required notice, the Consultant and or its insurance broker shall notify CWA of any cancellation, or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurers' notification to that effect. (For purposes of this provision, "materially altered" shall mean a change affecting the coverages required herein, including a change to policy limits as set out in the then-current policy declaration pages.)

Simultaneously with the Certificates of Insurance, the Consultant shall file with the Assistant Airport Director – Finance a certified statement as to claims pending against the required coverages, reserves established on account of such claims, defense costs expended and amounts remaining on policy limits.

2. In addition, these Certificates of Insurance shall contain the following clauses:

a. The Consultant's insurance shall be primary and non-contributory with any insurance or self-insurance purchased by CWA.

b. The insurance companies issuing the policy or policies hereunder shall have no recourse against CWA for payment of any premiums or for assessments under any form of policy.

c. Any and all deductibles or self-insured retentions in the above-described insurance policies shall be assumed by and be for the amount of, and at the sole expense of the Consultant.

**CWA Financial Consulting Master Agreement**

d. Location of operations shall be: “all operations and locations at which work for the referenced Project is being done.”

3. Certificates of Insurance for all renewal policies shall be delivered to CWA’s Representative at least fifteen (15) days prior to a policy’s expiration date except for any policy expiring on the expiration date of this contract or thereafter.

15. Exemptions and Preferences. All purchases of any materials for this contract shall not include Federal Excise Taxes or Wisconsin State or local sales or use taxes. CWA is exempt from such taxes under registration numbers 39-6005716 and ES-43306.

16. Records. The Consultant shall maintain comprehensive, complete and accurate books, records, and documents concerning its performance relating to this contract for a period of three (3) years after final payment under the contract and CWA shall have the right within the three (3) year period to inspect and audit these books, records and documents, upon demand, in a reasonable manner and at reasonable times, for the purpose of determining, by accepted accounting and auditing standards, compliance with all provisions of the contract and applicable law.

17. Controlling Law. This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Wisconsin.

18. Attorney’s Fees. In the event that legal action is necessary to enforce any of the provisions of this contract beyond the arbitration described in Paragraph 10, the substantially prevailing party may recover costs, expenses and reasonable attorneys’ fees from the non-prevailing party pursuant to the applicable provisions of Wisconsin Law.

19. Notice. Any written notice required by this contract shall be deemed delivered through any of the following: (1) hand delivery to the person at the address below; (2) delivery by email with confirmation of receipt to the address below; or (3) within three (3) days of being sent certified first class mail, postage prepaid, return receipt requested addressed as follows:

A. <b>To CWA:</b>	<u>with copies to:</u>
Central Wisconsin Airport	Marathon County Corporate Counsel
Attn: Asst. Airport Dir. – Finance	500 Forest Street
200 CWA Drive, Suite 201	Wausau, WI 54403
Mosinee, WI 54455	Fax: (715)-261-1133
Email Address: ddrozd@fly-cwa.org	

B. **To Consultant:**  
**Leibowitz & Horton Airport Management Consultants Inc.**  
Lynn Leibowitz  
31 Blue Heron Drive  
Greenwood Village, CO 80121  
LynnL@leibowitz-horton.com

**CWA Financial Consulting Master Agreement**

20. Successors and Assigns. Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and assigns.

21. No Partnership. Nothing contained in this contract shall, or shall be deemed or construed so as to create the relationship of employer-employee, principle-agent, joint ventures, co-adventurers, or partners between CWA and Consultant, and they are and shall remain independent contractors as to the other.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first set out herein above.

CONSULTANT:

By:  Date

Name Typed: Lynn Leibowitz

Title: President

Central Wisconsin Joint Airport Board

By:  Date

Name Typed: BRIAN GREFE

Title: AIRPORT DIRECTOR

**CENTRAL WISCONSIN AIRPORT STATISTICAL REPORT  
SUMMARY - SEPTEMBER 2022 - 2023**

06-Nov-23

	2022 MONTH	2023 MONTH	% CHGE. 22-23	2022 Y-T-D	2023 Y-T-D	% CHGE. 22-23
<b>ACTUAL OPERATIONS</b>						
AMERICAN	60	81	35.0%	529	613	15.9%
UNITED	0	0	0.0%	3	0	-100.0%
DELTA	92	63	-31.5%	843	548	-35.0%
CHARTERS	2	1	-50.0%	10	12	20.0%
<b>TOTAL OPERATIONS</b>	<b>308</b>	<b>290</b>	<b>-5.8%</b>	<b>2,770</b>	<b>2,346</b>	<b>-15.3%</b>
<b>ATCT OPERATIONS</b>	<b>1,098</b>	<b>1,093</b>	<b>-0.5%</b>	<b>9,854</b>	<b>9,212</b>	<b>-6.5%</b>
<b>AIRLINE CANCELLATIONS</b>						
AMERICAN	0	1	100.0%	6	12	100.0%
UNITED	0	0	0.0%	0	0	0.0%
DELTA	0	0	0.0%	0	7	100.0%
<b>TOTAL CANCELLATIONS</b>	<b>0</b>	<b>1</b>	<b>100.0%</b>	<b>6</b>	<b>19</b>	<b>216.7%</b>
<b>ENPLANED PASSENGERS</b>						
AMERICAN	2,807	3,414	21.6%	23,801	26,902	13.0%
UNITED	0	0	0.0%	133	0	-100.0%
DELTA	3,874	3,703	-4.4%	34,157	31,737	-7.1%
CHARTERS	245	186	-24.1%	1,152	1,527	32.6%
<b>TOTAL ENPLANED PASSENGERS</b>	<b>6,926</b>	<b>7,303</b>	<b>5.4%</b>	<b>59,243</b>	<b>60,166</b>	<b>1.6%</b>
<b>DEPLANED PASSENGERS</b>						
AMERICAN	2,607	3,364	29.0%	22,671	25,664	13.2%
UNITED	0	0	0.0%	74	0	-100.0%
DELTA	3,768	3,455	-8.3%	34,486	31,394	-9.0%
CHARTERS	245	186	-24.1%	1,152	1,527	32.6%
<b>TOTAL DEPLANED PASSENGERS</b>	<b>6,620</b>	<b>7,005</b>	<b>5.8%</b>	<b>58,383</b>	<b>58,585</b>	<b>0.3%</b>
AIR FREIGHT - AMERICAN	0	0	0.0%	1,479	1,262	-14.7%
AIR FREIGHT - UNITED	0	0	0.0%	0	0	0.0%
AIR FREIGHT - DELTA	0	0	0.0%	0	0	0.0%
<b>TOTAL AIRFREIGHT - AIRLINES</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>1,479</b>	<b>1,262</b>	<b>-14.7%</b>
<b>TOTAL AIRFREIGHT - GENERAL AVIATION</b>	<b>162,901</b>	<b>144,449</b>	<b>-11.3%</b>	<b>1,338,388</b>	<b>1,278,047</b>	<b>-4.5%</b>
<b>AIRLINES &amp; GEN AVIATION AIR FREIGHT</b>	<b>162,901</b>	<b>144,449</b>	<b>-11.3%</b>	<b>1,339,867</b>	<b>1,279,309</b>	<b>-4.5%</b>

<b>LOAD FACTOR-CURRENT MONTH</b>	<b>SEATS</b>	<b>PAX</b>	<b>FACTOR</b>
AMERICAN	4,000	3,414	85.4%
DELTA	4,712	3,703	78.6%

# Central Wisconsin Airport – Flight Schedule

## November 14, 2023



<u>Arrivals – Delta</u>				<u>Departures – Delta</u>			
5032	15:30	from MSP	CRJ	5036	06:44	to MSP	CRJ
4934	21:11	from MSP	CRJ	5032	16:15	to MSP	CRJ



<u>Arrivals – American</u>				<u>Departures – American</u>			
5999	11:00	from ORD	ERJ	6159	07:39	to ORD	ERJ
5988	15:14	from ORD	ERJ	6007	11:25	to ORD	ERJ
6173	20:02	from ORD	ERJ	5988	15:45	to ORD	ERJ



<u>Arrivals – Avelo</u>				<u>Departures – Avelo</u>			
758	16:05	from MCO	737-800	759	16:45	to MCO	737-800

**Upcoming Charter Schedule**

Nov. 10 – Sun Country to Laughlin  
 Nov. 19 – Sun Country to Laughlin

MSP = Minneapolis  
 ORD = Chicago O’Hare  
 MCO = Orlando

Total CWA Flights Daily = 6

## CWA Legislative Update – November 2023

### **Senate Approves DOT Funding Bill**

**(Source: U.S. Contract Tower Association Alert, AAAE)**

**November 1, 2023**

The Senate today approved a three-bill spending package that includes funding for the Department of Transportation and the Federal Aviation Administration in Fiscal Year 2024. On the airport front, the measure includes \$3.35 billion for AIP, slightly more than \$200 million for airport earmarks, and \$300 million for supplemental AIP grants.

Senate leaders combined three FY24 spending bills into one “minibus” package. The measure that the upper chamber approved today includes funding for Transportation and Housing and Urban Development; military construction and Veterans Affairs; and Agriculture and the Food and Drug Administration.

Today’s action marks the first three FY24 appropriations bills that the Senate has cleared. By contrast, the House has approved 5 of 12 must pass spending bills. The House Rules Committee is considering the FY24 Transportation, Housing and Urban Development, and Related Agencies Appropriations bill today.

Congress will need to pass another continuing resolution before the November 17 deadline to avoid a government shutdown.

### **FAA Funding**

**Operations:** The Senate bill includes more than \$12.7 billion for FAA operations -- \$11 million more than the House bill. Of that amount, \$93.6 million is designated for the FAA to hire 1,800 new air traffic controllers.

**FAA Facilities and Equipment:** The Senate measure includes \$3.4 billion for FAA facilities and equipment. That is \$456 million more than the House version of the bill.

**Research, Engineering, and Development:** The Senate bill also includes \$260 million for research, engineering, and development – approximately \$64 million more than the House bill.

### **Airport Infrastructure Funding**

**AIP Funding:** The Senate bill includes \$3.35 billion for the traditional AIP account in FY24 – the same as the current funding level. Of that amount, approximately \$157.5 million is for administration expenses, \$15 million for the Airport Cooperative Research Program, slightly more than \$41.8 million for Airport Technology Research, and \$10 million for the Small Community Air Service Development Program.

**Congressional Earmarks:** Approximately \$201 million of the supplemental funding would be reserved for Congressional earmarks, which are officially known as “Congressionally Directed Spending” requests in the Senate.



During consideration of the minibus last week, the Senate rejected an amendment offered by Senator Mike Braun (R-IN) that would have banned congressional earmarks. The proposal was defeated by a vote of 35 to 62.

**Supplemental AIP Funding:** The Senate bill includes an additional \$300 million from the general fund for supplemental AIP discretionary grants. The report accompanying the bill directs the FAA to not use less than \$25 million of that amount for ZEV and VALE projects at any commercial service airport. The committee notes that it “expects the FAA to actively engage with airport sponsors at major hubs to identify projects suitable for the VALE program, such as energy efficiency, energy resiliency, and renewable energy projects that would help prevent power disruptions or outages.”

### **Small Community Programs**

**Contract Tower Program:** The Senate-passed bill includes \$194 million for the FAA Contract Tower Program – \$6.2 million more than the current level. That record level would help fund all 262 contract towers currently in the program and allow the FAA to add other airports to the program during the next fiscal year.

**Contract Tower Realignment:** The report accompanying the bill raises questions about the FAA’s plans to realign the FCT service areas. It states, “The committee is aware of concerns about the FAA’s efforts to realign and expand the number of FAA contract tower service areas. The committee expects the FAA to respond to inquiries from Congress about the rationale for this proposal, its impact on controllers, and the impact on the risk to the NAS as a result of this change.” The committee “also expects the FAA to respond to all Congressional inquiries about this matter within 30 days of enactment of this act. The committee directs the FAA to provide a briefing on the FAA’s plans regarding the realignment within 45 days of enactment of this act.”

**Essential Air Service:** The Senate bill includes \$348.6 million in discretionary funding for the Essential Air Service Program – the same as the administration’s budget request and the amount included in the House bill. Coupled with an estimated \$154.1 million from overflight fees, the overall funding level for EAS would rise to almost \$503 million in FY24.

**Small Community Air Service Development:** It also includes \$10 million for the Small Community Air Service Development Program. This is the same amount that Congress approved for the program in FY23. The report notes that lawmakers expect DOT to prioritize SCASDP grants to communities that lost service due to the COVID–19 pandemic.

### **Miscellaneous**

**Cost Free Space:** The Senate bill retains a AAAE-backed proposal that would continue to prohibit the FAA from requiring airports to provide space free of charge in airport-owned buildings.

**Airport Cooperative Research Program:** As mentioned above, the draft bill includes \$15 million in AIP funding for the Airport Cooperative Research Program.

**Contract Weather Observers:** The bill would continue to block the FAA from eliminating the Contract Weather Observers program at any airport.

Transition Plan to Fluorine-Free Firefighting Foam: The Senate report directs the FAA to “develop a transition plan for part 139 airports to use the new military specification (MIL–SPEC) for firefighting foam, including for any supplemental equipment needed to utilize these products.” It also directs the agency to “use AIP funds to help airports transition to PFAS-free authorized firefighting agents.” And it calls on the FAA to “work with the EPA, DOD, industry, and academic institutions to find innovative solutions to safely contain or destroy existing PFAS chemicals at airports, such as through plasma gasification.”

Central Wisconsin Airport  
 605 Central Wisconsin Airport Fund  
 All Cost Centers

\*

	<u>FY2023</u>	<u>FY2023</u>	<u>FY2024</u>
Accounts	<u>Actuals (thru mid-Sept.)</u>	<u>FY23 County Amended</u>	<u>FY24 Requested Budget</u>
<b>Revenues</b>			
Intergovernmental Charges for Service	0	3,058,000	0
Intergovernmental Revenue	0	1,110,659	0
Miscellaneous Revenue	73,373	15,000	135,000
Public Charges for Services	1,976,687	0	3,316,000
Other Financing Sources	0	2,888,617	1,595,139
<b>Total Revenues</b>	<b>2,050,060</b>	<b>7,072,276</b>	<b>5,046,139</b>
<b>Expenses</b>			
Building Materials	852	53,000	53,000
Capital Outlay	38,922	1,960,000	866,000
Contractual Services	514,496	798,000	975,000
Debt Service	0	535,663	459,129
Fixed Charges	25,906	112,000	119,000
Operating Expenses	248,713	1,753,826	535,600
Personnel Services	1,283,747	1,859,787	2,038,410
<b>Total Expenses</b>	<b>2,112,637</b>	<b>7,072,276</b>	<b>5,046,139</b>
<b><u>Net Change</u></b>	<b><u>-62,577</u></b>	<b><u>0</u></b>	<b><u>0</u></b>

**FIN - Budget vs Actual for Organization**

Company: County of Marathon  
 Organization: Cost Center: CWA Operations  
 Period: FY2023 - October

Ledger Account	Budget	Actuals (Current Period)	Actuals (YTD)	Budget Remaining	Budget Used (%)
<b>Revenues</b>					
Transfer from Other Funds	1,600,000	0	0	(1,600,000)	0.00%
Intergovernmental Revenue	1,139,683	0	0	(1,139,683)	0.00%
Public Charges for Services	0	256,212	2,162,299	2,162,299	0.00%
Intergovernmental Charges for Services	3,058,000	0	0	(3,058,000)	0.00%
Miscellaneous Revenue	15,000	4,706	78,079	63,079	520.53%
<b>Total Revenues</b>	<b>5,812,683</b>	<b>260,918</b>	<b>2,240,378</b>	<b>(3,572,305)</b>	<b>38.54%</b>
<b>Expenditures</b>					
<b>Personnel</b>	<b>1,859,787</b>	<b>146,566</b>	<b>1,555,993</b>	<b>303,794</b>	<b>83.67%</b>
Salaries and Wages	1,331,838	106,649	1,140,999	190,839	85.67%
Employee Benefits	17,989	1,081	13,634	4,355	75.79%
Employer Contributions	509,960	38,837	401,360	108,600	78.70%
<b>Contractual Services</b>	<b>798,000</b>	<b>45,682</b>	<b>693,175</b>	<b>104,825</b>	<b>86.86%</b>
Professional Services	215,000	19,977	180,199	34,801	83.81%
Utility Services	263,000	16,382	238,783	24,217	90.79%
Repair and Maintenance Services	115,000	0	0	115,000	0.00%
Repair and Maintenance Services - Other	5,000	2,895	147,370	(142,370)	2,947.40%
Special Services - IT	0	5,399	110,849	(110,849)	0.00%
Other Contractual Services	200,000	1,028	15,975	184,025	7.99%
<b>Discretionary Operating</b>	<b>568,700</b>	<b>6,430</b>	<b>297,290</b>	<b>271,410</b>	<b>52.28%</b>
Office Supplies	8,500	0	50,989	(42,489)	599.87%
Publications, Subscriptions and Dues	140,600	3,710	29,790	110,810	21.19%
Travel	20,600	0	9,041	11,559	43.89%
Operating Supplies	221,000	2,226	22,202	198,798	10.05%
Repair and Maintenance Supplies	172,000	22	76,038	95,962	44.21%
Other Repairs and Maintenance Supplies	6,000	472	42,689	(36,689)	711.49%
Other Supplies and Expense	0	0	66,540	(66,540)	0.00%
<b>Building Materials</b>	<b>53,000</b>	<b>0</b>	<b>3,292</b>	<b>49,708</b>	<b>6.21%</b>
Metal Products	2,500	0	2,647	(147)	105.88%
Wood Products	500	0	166	334	33.27%
Raw Materials	20,000	0	414	19,586	2.07%
Electrical Fixtures and Small Appliances	5,000	0	0	5,000	0.00%
Fabricated Materials	25,000	0	65	24,935	0.26%
<b>Fixed Charges</b>	<b>112,000</b>	<b>0</b>	<b>25,906</b>	<b>86,094</b>	<b>23.13%</b>
Insurance	112,000	0	21,890	90,110	19.54%
Rents and Leases	0	0	622	(622)	0.00%
Taxes and Payments in Lieu of Taxes	0	0	3,394	(3,394)	0.00%
<b>Capital Outlay</b>	<b>1,960,000</b>	<b>0</b>	<b>45,217</b>	<b>1,914,783</b>	<b>2.31%</b>
Capital Outlay	1,960,000	0	45,217	1,914,783	2.31%
<b>Debt Service - Non-Passenger Facility</b>	<b>461,196</b>	<b>0</b>	<b>0</b>	<b>461,196</b>	<b>0.00%</b>
<b>Total Expenditures</b>	<b>5,812,683</b>	<b>198,677</b>	<b>2,620,873</b>	<b>3,191,810</b>	<b>45.09%</b>

**2022-2023 CWA Budget Summary YTD - October**

	<u>October YTD - 2023</u>	<u>October YTD - 2022</u>	<u>% CHANGE</u>
Airfield	\$0	\$285,649	
Control Tower	\$0	\$0	
Hangar	\$0	\$75,216	
Maintenance Shop	\$0	\$2,908	
Net Lease	\$0	\$285,847	
Parking	\$727,050	\$700,666	
Terminal Area	\$0	\$859,936	
Miscellaneous Revenue	\$78,079	\$20,979	
Public Charges for Services	\$1,435,249	\$0	
<b>Total Revenues</b>	<b>\$2,240,378</b>	<b>\$2,231,201</b>	<b>0.41%</b>
Personal Services	\$1,555,993	\$1,310,567	
Contractual Services	\$693,175	\$557,226	
Supplies and Expense	\$297,290	\$242,668	
Building Materials	\$3,292	\$46,134	
Fixed Charges-Insurance	\$25,906	\$92,464	
Capital Outlay	\$45,217	\$990,700	
<b>Total Expenses</b>	<b>\$2,620,873</b>	<b>\$3,239,759</b>	<b>-19.10%</b>
<b>Revenue over Expense</b>	<b>-\$380,495</b>	<b>-\$1,008,558</b>	