

**CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING**  
**Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin**  
**May 9, 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 March 14, 2023 Board Meeting
- 3) Public Comment Period: 15-minute time limit
- 4) Review and Possible Action on Air Service Incentive Program Resolution
- 5) Review and Possible Action on Air Service Agreement and Minimum Revenue Guarantee (MRG)
- 6) Review and Possible Action on Air Traffic Control Tower Architectural and Engineering Consulting Services Selection and Design Contract
- 7) Review and Possible Action on Permanent Utility Easement with Wisconsin Public Service
- 8) Staff Reports
  - a) Director Report
    - i) Air Service Update
    - ii) Statistics – April 2023
    - iii) Flight Schedule
    - iv) Air Service Update
    - v) Legislative Update
    - vi) NFHF Update
  - b) Financial Reports
    - i) Revenues and Expenses
    - ii) Budget Comparison
  - c) Operations and Project Reports
    - i) Update on Runway Shift Project
    - ii) Update on Terminal Area Master Plan
    - iii) Update on Airport Operations
  - d) General Aviation Updates – Central Wisconsin Aviation

9) Adjournment

10) Next Scheduled Meeting Date: June 20, 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 [infomarathon@co.marathon.wi.us](mailto:infomarathon@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

March 14, 2023 - 8:00 a.m.

Airport Board:	Dave Ladick, Chair Lonnie Krogwold Becky Buch Thomas Seubert	Chris Dickinson, Vice Chair Kurt Kluck – via phone Julie Morrow
Staff:	Brian Grefe, Airport Director Julie Ulrick, Badging Coordinator	Mark Cihlar, Assistant Airport Director David Drozd, Finance Director
Visitors:	Karl Kemper, Becher Hoppe Rick Miller, Central Wisconsin Aviation Randy Dorshorst, Central Wisconsin Aviation	Randy Van Natta, Becher Hoppe Jim Vruwink, Central Wisconsin Aviation Bob Bowen, AOPA Airport Support Member
Handouts:	None	

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

**Approval of Minutes:** *Motion by Morrow, second by Krogwold to approve the minutes of the February 14, 2023 board meeting. Motion carried unanimously.*

**Public Comment Period:** None.

### **Review and Possible Action on Airport Layout Plan Exhibit A Property Maps:**

Maintaining a proper inventory of land owned by an airport is one of the 39 grant assurances airports must comply with to apply for and receive federal grant funding. The Airport Layout Plan (ALP) includes property maps, referred to as Exhibit A, that were updated most recently in 2020 following a property acquisition. Since that time an additional property acquisition took place and the Exhibit A property maps have again been updated to reflect the purchase. The updated Exhibit A property maps ensure the airport is compliant with FAA grant assurances. ***Motion by Krogwold, second by Buch to approve the updated ALP Exhibit A property maps as presented. Motion carried unanimously.***

### **Review and Possible Action on State of Wisconsin Petition Resolution and Agency Agreement:**

A petition for state and federal aid must be done before an airport can apply to receive funding for specified projects through the Wisconsin DOT – Bureau of Aeronautics (BOA). The projects included in this petition resolution are projects reasonably anticipated to start at the Central Wisconsin Airport within the next five years. The projects identified are a product of the airport’s capital improvement planning efforts and the current Terminal Area Master Plan. A public hearing was held on Monday, March 13, 2023 to give the public an opportunity to comment on the proposed projects. If approved, the resolution will authorize the Airport Director and Assistant Airport Director to execute an Agency Agreement with the BOA for the listed projects. The resolution does not commit the airport to any of the described projects, but is the first step in the grant application process for state and federal funding. ***Motion by Morrow, second by Buch to approve the State of Wisconsin Petition Resolution and Agency Agreement as presented. Motion carried unanimously.***

### **Staff Reports:**

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

Air Service Update – Airport staff continue communications with low cost carriers and progress is being made, but the pilot shortage remains a struggle in the industry.

Statistics – The February statistical report reflects the impact of the pilot shortage with ATCT operations down 26.3% on the year. Enplanements are down 10.5% on the year and load factors ranged from 67.4% to 92.5%. Delta’s lower load factor was mainly due to weather delays and cancelations out of Minneapolis.

Flight Schedule – The current flight schedule shows four daily flights. General feedback has been positive on the larger Delta 900 aircraft with first class service. The charter schedule is active with two upcoming Never Forgotten Honor Flights scheduled.

Legislative Update – The Wisconsin Airport Management Association (WAMA) held a Washington, DC fly-in, which was in concert with the TDA fly-in, to meet with legislators. Topics included FAA reauthorization, the pilot shortage, PFAS firefighting foam, the Airport Improvement Program, PFC and bag fees, small community air service, eliminating aviation gasoline lead emissions and the FAA contract tower program.

PreCheck Enrollment Event – Two PreCheck enrollment events have been scheduled for this year. The first event will be held the week of April 17 and the second event is scheduled for the week of September 18.

**Financial Reports – Dave Drozd:**

Revenues and Expenses – There are no reports available due to the new MC financial system, but the system is close to being up and running. Staff is working on end of year journal entries, configuring budget line items and uploading budget information. The county is working on reporting configurations and is looking to keep all department reports similar.

Budget Comparison – No report available.

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

Update on Runway Shift Project – Crews have a road built and hole bored under the highway for electrical going to the FAA navigational aid equipment. Staff is working with the contractor on getting material submittals to keep the project on schedule.

Update on Terminal Area Master Plan – Additional concepts and various options for the Terminal Area Master Plan are being considered based on feedback from Technical Advisory Committee meetings that were held. Revised concepts will go back to the committee and another project update from Mead & Hunt will be brought to the board.

Update on Airport Operations – There has been an exceptional number of icing events this winter that caused some delays and cancelations. Ice was also building up on aircraft and staff worked closely with airlines to keep the timing of flights and snow crews on track. Keeping maintenance staff shifts to under 12 hours per day has been working well with the revised work schedule.

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

Rick Miller was introduced and has been brought on board to manage Central Wisconsin Aviation. They are still looking to hire an A&P mechanic.

**Adjournment: 8:46 a.m. Motion by Seubert, second by Morrow to adjourn. Motion carried unanimously.**

**Next Scheduled Meeting Date: April 11, 2023 at 8:00 a.m.**

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Julie Ulrick, Recording Secretary



## Agenda Item Summary

**Airport Board Meeting Date:** May 9, 2023

**Agenda Item Title:** #4) Review and Possible Action on Air Service Incentive Program Resolution

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

**Background:** This is a replacement and renewal of CWA's existing Air Service Incentive Program. On February 21, 2020, the Joint Airport Board of Marathon and Portage Counties approved Resolution R-04-20 initiating CWA's first Air Service Incentive Program. The program was renewed on February 18, 2022. Pursuant to Federal statutes (49 U.S.C. § 47107(1)), Federal Aviation Administration grant assurances, and Federal Aviation Administration guidance, air carrier incentive programs shall not last longer than two years. The proposed Central Wisconsin Airport Air Service Incentive Program has extended the incentive period from 12 months to 24 months as allowable by the federal code. This change makes the airport more attractive for new airlines and new routes on existing airlines.

**Timeline:** The Federal Aviation Administration's Air Carrier Incentive Program Guidebook states that any incentive program should not be longer than two years except under special circumstances. This Central Wisconsin Air Service Incentive Program would be effective immediately and remain effective for two years. A new Air Service Incentive Program may be established at any time in the future. Any airline wishing to participate in this program will need to file an application with airport staff.

**Financial Impact:** The financial impact to the airport will vary depending on participation in the program. New entrants and additional destinations could have facility fee and/or landing fee waivers. Also, a qualifying carrier may be offered a maximum of \$30,000 in advertising and marketing funds, not to exceed \$60,000 for two or more routes. Fee waivers and marketing incentives under this program will be funded from non-airline revenue. The goal of this program is to generate additional business and increase airport revenue over time.

**Contributions to Airport Goals:** This program is critical to attracting new destinations and new air carriers. This program is a key piece of the 2023 Goal of Engage with Airlines to Increase Total Available Seats.

**Recommended Action:** Airport staff recommend approving the Central Wisconsin Airport Air Service Incentive Program.

**Attachment(s):** Resolution No. R-01-23, Central Wisconsin Airport Air Service Incentive Program

**RESOLUTION No. R-01-23**  
**Air Service Incentive Program**

**By**

**Central Wisconsin Joint Airport Board**

WHEREAS, Marathon County and Portage Counties jointly own and control the Central Wisconsin Airport and its associated facilities located in Marathon County, Wisconsin; and

WHEREAS, the airport is governed by the Central Wisconsin Joint Airport Board established under an intergovernmental agreement pursuant to §66.0301, §114.11(5) and §114.11(1), Wis. Stats.; and

WHEREAS, Section 23.60(1) of the General Code of Ordinances of Marathon County authorizes the Joint Airport Board to establish rates and charges for all certified scheduled and nonscheduled air carriers; and

WHEREAS, 49 U.S.C §47107(1) and 64 Fed. Reg. 7696 (Revenue Use Policy) and the FAA's Air Carrier Incentive Program Guide allows for the establishment of an Air Service Incentive Program at the airport.

THEREFORE, BE IT RESOLVED, the Joint Airport Board resolves as follows:

1. To approve the new Central Wisconsin Airport Air Service Incentive Program and replace the current Central Wisconsin Airport Air Service Incentive Program dated February 18, 2022.
2. That all Airport personnel are hereby authorized to take all actions necessary to effectuate this policy,
3. This program is effective the 9<sup>th</sup> Day of May 2023 and shall remain open for enrollment for a period of two (2) years.

DATED this 9<sup>th</sup> day of May 2023

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Central Wisconsin Joint Airport Board Chair

**CENTRAL WISCONSIN AIRPORT**  
**AIR SERVICE INCENTIVE PROGRAM**

In order to increase competitive service and to enhance air service from Central Wisconsin Airport, the Central Wisconsin Joint Airport Board offers an Air Service Incentive Program (“Program”). Under this Program, any Qualifying Carrier providing new qualifying service to destinations may be offered temporary reductions in specified Airport fees and charges and may be offered marketing assistance, subject to the availability and limits of the Airport’s approved budget.

**1. Definitions.**

- A. Airport means the Central Wisconsin Airport (CWA) located in Marathon County, Wisconsin.
- B. Application means the written request to participate in the Program submitted by a Qualifying Carrier that complies with the requirements of Section 4.C of this Program.
- C. Central Wisconsin Joint Airport Board (Joint Airport Board) means the Airport’s governing body established under an intergovernmental agreement pursuant to Section 66.0301, Wis. Stats.
- D. Destination Airport means an airport with an IATA code.
- E. Facility Fees means the amounts payable by a Qualifying Carrier to the Airport for use and occupancy of space and facilities in the Terminal, including to the extent applicable, ticket counter and associated queuing space, terminal hold rooms, operations office space, baggage storage space, joint/common space rent, terminal equipment, and shared use fees. Facility Fees do not include Passenger Facility Charges (PFCs).
- F. Incumbent Air Carrier means an air carrier that is currently serving CWA with scheduled service.
- G. Landing Fees means amounts payable to the Airport by a Qualifying Carrier for the privilege of landing an aircraft at the Airport.
- H. New Entrant means a Qualifying Carrier that has not, in the last twelve months prior to the application for incentive per Section 4.C, served the Airport either directly or indirectly through one of its subsidiaries, or an airline that operates at the Airport solely as an affiliate of an Incumbent Air Carrier is not eligible to participate in the New Entrant Incentive Program.
- I. New Route means a nonstop round trip flight between CWA and a destination airport that, at the time of service announcement, does not have nonstop scheduled service to CWA nor has nonstop service been publicly announced or schedules filed by another carrier. A new Route may also be defined as a nonstop round trip flight between CWA and a destination airport that currently only maintains scheduled service on a seasonal basis.
- J. Participating Airline means a Qualifying Carrier that is participating in the Program.
- K. Program means the Air Service Incentive Program.
- L. Qualifying Carrier means a certificated air carrier that has executed a CWA Airport Use and Lease Agreement with the Joint Airport Board (“Agreement”). A Qualifying Carrier must be current on its rents, fees and other charges payable to the Airport. A Qualifying Carrier may be either a New Entrant or an Incumbent Air Carrier operating at the Airport.

2. **Program Qualifications and Incentives.**

A. New Entrant Qualifications. A New Entrant that:

- (1) Initiates and maintains round trip scheduled air service to Destination Airport(s) from the Airport with not less than eight (8) departures per month on average for twenty-four (24) consecutive months to at least one Destination Airport from the date of commencement of operations at the Airport (“Minimum Departure Requirement”) and
- (2) Complies with the terms, conditions, and covenants of this Program and its Agreement shall be offered:

a. Facility Incentives.

- (i) A Qualifying Carrier that meets the qualifications set forth in paragraph 2.A shall be offered a waiver of all facilities fees payable by the Qualifying Carrier to the Airport under its Use and Lease Agreement for a period of twenty-four (24) months from the effective date of such Agreement.
- (ii) Expressly excluded from the Program are (a) amounts paid to another carrier operating at the Airport to sublease or use terminal space and/or equipment leased by such other carrier at the Airport or (b) other fees such as badge fees, finance charges, penalties, employee parking, etc.

b. Landing Fee Incentives.

A Qualifying Carrier that meets the qualifications set forth in paragraph 2.A shall be offered a waiver of Landing Fees for a period of twenty-four (24) months from the date it first initiates service at CWA.

c. Marketing Introduction Program.

As described in Section 3.

- d. If New Entrant does not meet the Minimum Departure Requirement it may, at the discretion of the Joint Airport Board, be required to reimburse a proportion of the incentive program expense equal to the number of the months in the first twenty-four (24) month period New Entrant falls below the Minimum Departure Requirement.
- e. Twelve (12) month time limits apply to all New Entrant incentives when any Incumbent Air Carrier already serves the existing Destination Airport proposed by New Entrant.

B. New Route Qualifications. A Participating Airline that:

- (1) Initiates service from CWA to any New Route as determined by the Airport Director of the Airport and operates the New Route a minimum of eight (8) times a month for a period of not less than two (2) years from service inception; and
- (2) Complies with the terms, conditions, and covenants of this Program and its Agreement shall be offered:



a. Landing Fee Incentives.

A Qualifying Carrier that meets the qualifications set forth in paragraph 2.A shall be offered a waiver of Landing Fees for a period of twenty-four (24) months from the date it first initiates service at the Airport.

b. Marketing Introduction Program.

As described in Section 3.

c. Marketing Incentive.

A Qualifying Carrier that meets the qualifications set forth in paragraph 2.B may be offered a maximum of \$30,000 in advertising and marketing costs for year one (1), for a total amount not-to-exceed- \$60,000 for two (2) or more routes in the same year.

**3. Marketing Introduction Program.**

The Joint Airport Board will provide a variety of public relations, media strategies and advertising opportunities to promote the Airport's new air service for business and leisure passengers. The Airport's marketing incentive program is tailored to the characteristics of each specific route and the carrier providing the new service. It is primarily directed at maximizing exposure to the local media and travel and tourism trades. The Airport will utilize its advertising program to supplement the airline's key advertising message with advertising in the Airport terminal and on the Airport website.

**4. General Provisions.**

A. Incentives Non- Transferable. Incentives under this Program may not be transferred or assigned to another air carrier, except a carrier that succeeds to substantially acquire all of the Qualifying Carrier's assets by merger or acquisition.

B. Effective and Expiration Date. This Program is effective on the date formally adopted by the Joint Airport Board ("Effective Date"), and shall remain open for enrollment for a period of two (2) years. To qualify for incentives under this Program, the New Entrant or Participating Airline must apply for incentives from the Airport and commence operations on the route within two (2) years of the Effective Date of this Program.

C. Application. An air carrier must submit a written request to participate in this Program with the following:

- (1) A request to participate in the Program shall identify the new route(s) and schedule the New Entrant or Participating Airline plans to operate, including the proposed date of initial service for each route.

(2) A New Entrant must demonstrate that the carrier meets the requirements of the Program.

(3) If a Participating Airline's Agreement expires, or is terminated, for any reason, its right and entitlement to incentives under the Program will automatically terminate as of the date of expiration or termination without notice.

D. Notices. In order to ensure ongoing compliance with the terms and conditions of the Program, the Participating Airline shall give the Airport Director written notice of any change in its scheduled operations to or from the Airport no later than the date such schedule change is published in the Official Airline Guide or similar publication media.

E. Duplication of Incentives. A Participating Airline may qualify to receive incentives under both the New Entrant and the New Route programs; provided however an air carrier that is qualified in both shall be entitled to only one set of the marketing incentives described in Section 3. A Participating Airline may not receive incentives under other or additional incentive programs the Joint Airport Board may adopt in the future while it is still receiving incentives under this Program. If a Participating Airline qualifies for incentives under some other or additional incentive program the Joint Airport Board may adopt in the future, it must elect the program in which it wishes to participate.

F. Subject to Applicable Law. The Program is subject to all applicable laws, statutes, rules, regulations (including, but not limited to, Federal Aviation Regulations set forth in Title 14 United States Code of Federal Regulations) and the provisions of any agreement between Marathon and Portage Counties or the Joint Airport Board and the United States concerning the financing, operation or maintenance of the Airport. The Joint Airport Board may, without incurring any liability to Participating Airlines, amend or terminate the Program, including any payments or fee discounts under the Program, upon the advice of its legal counsel, if it is necessary to comply the requirements of applicable law, and agreements with the United States.

G. Funding of Incentives. Fee waivers and marketing incentives under this Program are funded from non-airline revenue.

## 5. **Default and Remedies.**

A. Default. Each of the following shall be a default by a Participating Airline and a material breach of the Program:

(1) The Agreement of the Participating Airline expires or is terminated for any reason.

(2) A New Entrant ceases flight operations at the Airport sooner than two (2) years after commencement or fails to continuously operate eight (8) departures per month to at least one (1) destination at any time during the twenty-four (24) month period commencing on the date of commencement of service at the Airport.

(3) A Participating Airline fails to initiate service on the New Route, ceases to operate the New Route for a period of fourteen (14) consecutive days or longer; or fails to continuously operate a New Route a minimum of sixteen (16) flights (8 inbound: 8 outbound) each month for a period of not less than two (2) years from service inception.

(4) A Participating Airline fails to timely submit any report required by the Joint Airport Board or fails to keep, perform, or observe any other term or condition of the Program, and fails to cure such failure within ten (10) days after the receipt of written notice from the Joint Airport Board specifying the failure.

(5) A default under its Agreement.

B. Remedies of Joint Airport Board. In the event of a default by a Participating Airline, the Participating Airline's participation in the Program and all incentives under the Program will terminate. Termination of incentives arising out of a cessation of air service or failure to operate a New Route shall be effective as of the date the Participating Airline first ceased flight operations at the Airport, or first ceased to operate the New Route, as applicable. In addition, the Participating Airline may be required at the discretion of the Joint Airport Board to reimburse any incentives received under the Program.



## Agenda Item Summary

**Airport Board Meeting Date:** May 9, 2023

**Agenda Item Title:** #5) Review and Possible Action on Air Service Agreement and Minimum Revenue Guarantee (MRG)

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

**Background:** The nationwide pilot shortage has impacted the Central Wisconsin Airport worse than most commercial service airports because we are served exclusively by regional airlines (for scheduled service). Prior to the reduction in flights, our community was burdened by higher-than-average fares. For 2020 the average airfare was 39% higher than the national average. The current lack of flight options has made this situation worse. Data and research conducted by staff, our air service consultant, and area chambers of commerce prove that our community will support low-cost service to Orlando, Phoenix, and Ft. Meyers (among others).

In early 2022, airport staff began the process of applying for a Small Community Air Service Development Program Grant (SCASDP). Monday, March 7, 2022, Portage County pledged up to \$105,000 to support part of the \$300,000 non-airport local share needed to apply for the SCASDP grant. Wednesday, March 9, 2022, Marathon County pledged up to \$195,000 to support the remaining part of the \$300,000 non-airport local share. Friday, March 11, 2022, airport staff applied for a \$900,000 SCASDP grant including \$60,000 in airport marketing funds, \$300,000 in non-airport funds, \$252,800 in airport in-kind contributions for a total value of up-to \$1,512,800. The Small Community Air Service Development program is a competitive national program that is administered by the U.S. Department of Transportation. In early September the airport was awarded the SCASDP grant by D.O.T., and the agreement was executed September 15, 2022.

The scope of the grant is for a minimum revenue guarantee and associated marketing program to recruit, initiate and support new, low-fare air service to Orlando (MCO/SFB) Phoenix (PHX/AZA) or a Southwest Florida hub airport.

Since receiving the grant, airport staff have been meeting with numerous airlines to initiate service within the scope of the grant.

A key part of the negotiations with any airline is the ability for the airline to use the SCASDP grant through an MRG. The agreement includes the ability to add service to Orlando, Ft. Meyers and Phoenix if the service is supported by the community. The agreement and MRG presented today, have been reviewed and approved in form by Marathon County Corporation Counsel.

**Timeline:** An airline will decide and announce when scheduled service will commence at a later date. They will likely fly twice weekly to one or two destinations initially. The MRG will be effective immediately and expire on January 7, 2028, or three-years of scheduled service, whichever is sooner.

**Financial Impact:** In accordance with the SCASDP Grant this is the funding plan:

Total Project Cash Costs:	<b>\$ 1,260,000</b>
Federal Share:	\$ 900,000
State Share:	\$ 0
Local (Non-Airport) Share:	\$ 300,000
Airport Share:	\$ 60,000
<i>In-Kind Contribution:</i>	<i>\$ 252,800</i>

**Contributions to Airport Goals:** This effort was specifically identified in the CWA Annual Goals for 2023, “Engage with Airlines to Increase Total Available Seats.”

**Recommended Action:** Airport Staff enthusiastically recommend approval of the MRG.

**Attachment(s)** Air Service MRG Agreement

## AIR SERVICE AGREEMENT

This Air Service Agreement (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_, a \_\_\_\_\_ company with its principal offices at \_\_\_\_\_ ("AIRLINE"), and Central Wisconsin Airport, having its principal place of business at 100 CWA Drive, Mosinee, WI 54455 ("Entity").

WHEREAS, it is of mutual interest and benefit to \_\_\_\_\_, a certified Part 121 air carrier, to operate twice-weekly scheduled round-trip passenger flights between Orlando, Florida (MCO) or Orlando alternative area airport and Mosinee, WI (CWA); and, when the parties further agree, to Southwest Florida area airport, and to Phoenix, Arizona area airport.

WHEREAS, AIRLINE has agreed to operate the flights upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual obligations and undertakings set forth herein, the parties agree as follows:

1. *Scheduled Flights.*

Beginning \_\_\_\_\_ (the "Service Commencement Date"), AIRLINE will operate twice weekly, scheduled MCO-CWA-MCO (Orlando, Florida – Mosinee, Wisconsin– Orlando, Florida) air service utilizing Boeing 737 series jet aircraft configured for 147,149 or 189 passengers in single-class seating. When the parties further agree in writing to begin additional service, AIRLINE will also operate flights between Fort Myers, Florida, Phoenix, Arizona and Mosinee, Wisconsin under such terms and conditions as the parties may mutually agree upon. The departure and arrival times and days may be modified periodically by AIRLINE in accordance with its customary scheduling procedures and operational requirements and does not require consent of ENTITY. ENTITY will be notified of the schedule and any changes to the schedule as and when finalized by AIRLINE. Notification of changes shall be greater than seventy-two (72) hours from first departure under such changed schedule.

For purposes of this Agreement,

- (i) round-trip flights between MCO and CWA (being, MCO-CWA-MCO) are referred to as "Round-Trip Flights",
- (ii) each one-way flight between MCO and CWA (originating at either MCO or CWA) (consisting of one take off and one landing operating on a given date) is referred to as a "One-Way Flight",
- (iii) generically, Round-Trip Flights between MCO and CWA and One-Way Flights between MCO and CWA, are herein collectively referred to as "Flights",
- (iv) the MCO-CWA-MCO route is herein, referred to as a "Market" and collectively, are referred to as, the "Markets",
- (v) an aircraft takeoff for each One-Way Flight is herein referred to as a "Departure",
- (vi) a "business day" means a day other than a Saturday or Sunday on which the banks in \_\_\_\_\_, and Mosinee, Wisconsin are open for the transaction of business of the type required by this Agreement,
- (vii) "Revenue Calculations" include any and all information used to calculate the revenue guarantee and any subsequent payment under Sections 8 and 9 of this agreement.

2. *Passenger Services.*

The Flights will operate with AIRLINE's normal pre-flight and in-flight passenger services. These services include goods and services made available for a fee or charge paid to AIRLINE by or on behalf of the passenger receiving the service.

3. *Pricing, Promotion, Booking and Sales.*

AIRLINE will use its reasonable commercial judgment in setting and/or revising seat inventory allocations and retail fare levels offered on the Flights with the objective of maximizing revenue through maximization of the number of passengers on each Flight, in a manner consistent with AIRLINE's established retail sales strategy as determined from time to time.

AIRLINE will offer on its website \_\_\_\_\_ Flights in the Markets on a co-equal basis with AIRLINE's other scheduled service flights, but will not be obligated to engage in other sales, marketing or promotional activity relating to the Flights. Subject to the requirements of Section 5 of this Agreement, ENTITY shall be free to engage in such marketing and/or promotional activity relating to the Flights as it sees fit, at ENTITY's sole expense. AIRLINE's website, telephone call center and airport ticket counters will be the exclusive points-of-sale for passenger bookings on the Flights. Collection of passenger payments, passenger reservation changes, cancellations, and all other aspects of individual passenger transactions, including, but not limited to, baggage fees, seat assignments, change fees, airport baggage sales and fees, will be handled by AIRLINE in accordance with AIRLINE's normal practices and policies and the terms of its contract of carriage, which shall apply to all Flights in the Markets.

4. *Term and Termination.*

This Agreement shall be effective as of the Effective Date and shall remain in full force until three (3) years from Service Commencement Date, unless terminated earlier in accordance with the provisions of this Agreement.

This Agreement may be terminated by the party specified below (after having given any applicable notice specified below) upon the happening of any of the following events:

- a. By AIRLINE, if (i) AIRLINE is unable to obtain the governmental or other approvals necessary to commence the Flights in the Markets or if AIRLINE reasonably determines, in its sole discretion, that the operating facilities at CWA or MCO are inadequate for AIRLINE to commence service; or (ii) ENTITY fails to make any payment when due and does not make such payment within fifteen (15) days after written notice or demand thereof;
- b. By either AIRLINE or ENTITY, if the other party is in breach or default under any provision of this Agreement and such other party does not cure such breach or default within thirty (30) days after the non-breaching or non-defaulting party gives written notice to the other party specifying the breach or default.
- c. By either AIRLINE or ENTITY if future sales are not meeting expectations no later than forty-five (45) days prior to the inaugural Flight. AIRLINE shall provide ENTITY with information necessary in order to make a reasonable determination regarding sales expectations at least seventy-four (74) days prior to the inaugural flight.
- d. By AIRLINE, with or without cause, upon not less than Sixty (60) days' prior written notice to ENTITY. The effective date of termination shall be stated in such written notice of termination but not earlier than sixty (60) days following such written notice. If AIRLINE desires to terminate flights within sixty (60) days, then they may do so by providing written notice of termination to ENTITY, but not requiring ENTITY to pay costs incurred for each scheduled departure.

A termination pursuant to Section 4 a (ii) or Section 4 b shall not limit the non-breaching or non-defaulting party's right to pursue or enforce any of its rights under this Agreement or otherwise. The provisions of Section 15 below shall also govern the parties' respective rights and obligations in the instance of termination or expiration of this Agreement.

5. *Advertising and Promotional Materials.*

ENTITY will request AIRLINE's written consent prior to any use by ENTITY (or by any agent, representative or contractor of ENTITY) of AIRLINE's name or logo in any advertising, promotion or other material intended to solicit participation in one or more Flights, including but not limited to all such advertising, promotion and other material that may be disseminated electronically. AIRLINE's consent to such use will not be unreasonably withheld or delayed. Each party shall retain responsibility and liability for the content of all advertising, promotional and other materials that it disseminates, including responsibility and liability for any noncompliance with laws, rules, regulations or policies administered by the U.S. Department of Transportation (DOT).

6. *Operational Authority.*

The Flights will be conducted under the authority of AIRLINE's air carrier certificate and operations specifications issued by the Federal Aviation Administration (FAA) and its domestic certificate of public convenience and necessity issued by the DOT. Operation of each Flight is subject to applicable laws and the rules, regulations and policies of the FAA, the DOT, the Transportation Security Administration (TSA), and all other cognizant governmental agencies, as such may be amended from time to time. AIRLINE will at all times have exclusive operational control of each Flight. Except as otherwise stated in this Agreement, all Flights will be operated under the AIRLINE Terms and Conditions and as all AIRLINE scheduled service flights.

7. *Irregular Operations*

If in AIRLINE's regular course of business a need arises to cancel and not reschedule a flight, then AIRLINE will follow normal company procedures in selecting flights and notifying any reaccommodating passengers. Any flights that are cancelled and not rescheduled will be removed from the revenue reconciliation totals described below.

8. *Revenue Guarantee.*

As an inducement to cause AIRLINE to enter into this Agreement and maintain a schedule of at least twice weekly, scheduled MCO-CWA-MCO (Orlando, Florida- Mosinee, WI- Orlando, Florida) Flights, ENTITY hereby guarantees to AIRLINE that each Departure in each Market will produce no less than a specified level of Total Departure Revenue for each Departure as set forth in Schedule A (for the MCO-CWA-MCO Flights) (herein, each a "Schedule" and collectively, the "Schedules" and the specified level of Total Departure Revenue therein, is hereinafter referred to as the "Minimum Departure Revenue"), attached hereto. Flights between Ft. Myers, Phoenix, Arizona and Mosinee, Wisconsin are included and will commence when the parties agree.

For purposes of this Agreement, the determination of whether the Minimum Departure Revenue for a Market has or has not been achieved in any calendar month will be performed semi-annually with respect to operations in the prior six (6) months (as set forth in Section 9 below) and will be based on:

(i) Calculation of the "Actual Departure Revenue" for each Departure. The "Actual Departure Revenue" for each Departure shall be the sum of (A) the total gross airfare amount paid by passengers in connection with the applicable Departure, (B) the non-airfare in-flight revenue for the applicable Departure excluding on board sales of drinks, snacks, and items sold by flight attendants, (C) the third-party ancillary revenue that is derived from the sale of travel products and services to the passengers on the applicable Departure, and (D) less any taxes, impositions, duties and fees included within items (A) through (C);

(ii) Determining the "Average Departure Revenue" for the Market. The "Average Departure Revenue" for a Market shall be the average or mean (being, the total of all Actual Departure Revenue divided by the number of Departures in the Market) of all Actual Departure Revenue for the Market during such prior three (3) calendar months (such average Total Departure Revenue for the Market, the "Average Departure Revenue"); and then,

(iii) Comparing the Average Departure Revenue for the Market for the three (3) calendar month to the Minimum Departure Revenue for the same time and complying with the applicable Schedule for such Market with respect to amounts payable by each party to the other. The parties hereby agree to the payment provisions specified in each Schedule. However, notwithstanding anything in this Agreement to the contrary, the maximum total payments made by ENTITY shall not exceed 1.2 Million (\$1,200,000) for the two years.

9. *Revenue Reconciliation and Payment.*

Within the first thirty (30) days of each three (3) month period and with respect to operations in the immediately prior three (3) months, AIRLINE will prepare and issue the calculations/reconciliations called for in Section 8 above and AIRLINE will issue a statement to ENTITY reflecting amounts owed by one party to the other pursuant to the applicable Schedule. The parties shall make such payments as are reflected in such statements no later than by the thirtieth (30<sup>th</sup>) consecutive day after ENTITY receives the AIRLINE statement. ENTITY shall have the right, upon providing at least five (5) business days' prior written notice to AIRLINE, to conduct at ENTITY's sole expense, an audit (limited only to the Revenue Calculations, and



fuel costs pertaining to Flights) which must be conducted with respect to a Settlement Period no later than within sixty (60) days after receipt of the AIRLINE statement for such Settlement Period. AIRLINE further agrees to provide quarterly reports to ENTITY with certain information in accordance with its guidelines.

10. *Indemnity.*

AIRLINE agrees to defend, indemnify and hold harmless ENTITY and its respective officers, directors, employees and affiliates from and against any and all claims, damages, liabilities, losses, proceedings, judgments, costs and expenses (including, without limitation, reasonable attorney's fees) arising solely and directly out of the (i) negligence or misconduct of AIRLINE with respect to the operation of the Flights during the term of this Agreement, (ii) breach or non-compliance by AIRLINE (during the term of this Agreement) with its obligations under this Agreement, and/or (iii) breach or non-compliance by AIRLINE (during the term of this Agreement) with applicable law, rule or regulation pertaining to this Agreement and its performance hereunder. This indemnity shall survive the expiration or termination of this Agreement.

11. *Force Majeure.*

Notwithstanding any other provision of this Agreement, the operation of any Flight is subject to, and neither party shall be liable for, loss, injury, damage or delay in performance of their respective obligation and undertakings hereunder caused by or resulting from any of the following: Act of God; seizure under legal process; sanction; quarantine restriction; fire; fog; flood; weather conditions; unavailability of gate space; airport closure; failure or refusal on the part of any government or governmental agency to timely issue required approvals, clearances, permits or operating authority, or rescission or revocation thereof; damage to or destruction of flight equipment; mechanical difficulties or breakdowns; unavailability of fuel; riots or civil commotions; strikes, lockouts or labor disputes (whether between a party and its employees or between other parties); U.S. military or airlift emergency, or substantially expanded U.S. military airlift requirement as determined by the U.S. Government, which results in unavailability of aircraft; activation of the U.S. Civil Reserve Air Fleet; war or hazard or danger incident to a state of war; or any other act, matter or thing, whether or not of similar nature, beyond the control of a party and which prevents, delays or interrupts the furnishing, operation or performance of such transportation or hotel accommodation, as applicable to a party (individually and collectively, force majeure). In the event force majeure causes cancellation of a Flight, AIRLINE shall refund to passengers the amount paid to the extent neither the originally-intended nor any alternate transportation is provided to them. AIRLINE may, but does not assume the duty to, accommodate passengers affected by a force majeure on another AIRLINE flight. In the event, an event of force majeure adversely affects a party's performance hereunder for more than thirty (30) consecutive days, the party whose performance is not affected by such event shall have the right to terminate this Agreement upon written notice to the affected party.

12. *Notices and Communications.*

All notices, demands, requests, consents and approvals by the parties to this Agreement shall be communicated between AIRLINE and ENTITY in writing, and delivered by hand, by reputable overnight courier service, or by electronic transmission; *provided*, that in the case of delivery by electronic transmission, the communication shall be deemed received only upon written confirmation of delivery, including automated electronic confirmation. All such communications shall be addressed as follows:

To AIRLINE:

With copy to:

To ENTITY:

Central Wisconsin Airport  
Attn: Brian Grefe, Airport Director  
100 CWA Drive  
Mosinee, WI 54455  
bgrefe@fly-cwa.org

13. *Effect of Termination.*

- a. Any termination or expiration of this Agreement shall not affect the parties' respective rights and obligations which have accrued prior to the effective date of such termination, including, without limitation, ENTITY's obligation to pay AIRLINE all amounts owing to AIRLINE as of the effective date of such expiration or termination;
- b. In the event of any termination or expiration of this Agreement for any reason, each party shall pay the other party all amounts owed by such party as of the effective date of expiration or termination, in accordance with the provisions of this Agreement, within five (5) business days after receipt of an invoice from the other party entitled to such amounts.

14. *Governing Law.* Any disputes between the parties hereto with respect to any matters in, arising out of or relating to this Agreement shall be determined in Wisconsin, USA, and shall be governed by the laws of the state of Wisconsin, USA. Both parties hereby consent irrevocably to the jurisdiction of said courts for said purpose.

15. *Assignment.* No party may assign this Agreement or any interest herein without obtaining the prior written consent of all of the other parties.

16. *Entire Agreement and Amendments.* This Agreement supersedes all prior communications, agreements, representations and understandings between and among the parties, oral or written, with respect to the same subject matter, and fully sets forth the understanding of the parties. To the extent consistent with this Agreement, the terms, provisions and conditions of AIRLINE's Contract of Carriage as currently published on AIRLINE's website (www.AIRLINEair.com) are incorporated herein with the same force and effect as if fully set forth herein, and shall be applicable to all passengers who fly on the Flights. This Agreement may not be amended or changed except by written amendment executed by the parties hereto.

17. *Expenses.* Each party to this Agreement agrees to be responsible for its own costs, expenses and charges (including, without limitation, legal fees, advisory fees and accounting fees) in connection with the preparation of this Agreement and the transactions contemplated hereunder.

18. *Counterparts, Delivery by email.* This Agreement may be executed (by email or otherwise) in counterparts, each of which shall be deemed an original, and which together shall constitute one instrument. Delivery of an executed counterpart of this Agreement or of any other documents in connection with this Agreement by digital, email or facsimile transmission will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Agreement or other document by digital, email or facsimile transmission will also deliver an originally executed counterpart, but the failure of any party to deliver an originally executed counterpart of this Agreement or such other document will not affect the validity or effectiveness of this Agreement or such other document.

19. *Severability.* If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the parties agree to consult each other in good faith for an agreed period of time and to take such reasonable steps as the parties are able to take to mitigate or remove such event or circumstance and further, such illegality, invalidity or unenforceability will not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or the legality, validity, or enforceability in any other jurisdiction of that or any other provision of this Agreement.

20. *Confidentiality.* To the fullest extent permitted by law, the parties shall keep the financial terms and all other terms and conditions of this Agreement, strictly confidential and shall not disclose such information to any third party unless required by applicable law, legal process or as may be necessary to enforce, or defend the enforcement of, this Agreement. In addition, each party (the "Receiving Party") agrees to hold in strict

confidence all confidential and proprietary information, either designated by the party disclosing such information to the other party (the "Disclosing Party") as such or under reasonable circumstances to be considered as such, whether in written, oral or other form, which it received from the Disclosing Party prior to, or in the course of, this Agreement (collectively, "Confidential Information"). Each party further agrees to use the Confidential Information solely to perform or to exercise its rights under this Agreement, and at a minimum to take all measures necessary to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in any case no less than reasonable measures). Confidential Information includes, without limitation, (i) the terms of this Agreement, (ii) flight and accommodations booking information related to the Flights, and (iii) revenue amounts, sources, allocations. Either party may disclose the other party's Confidential Information in response to law, regulation or a valid court order or other governmental action, provided that (a) the Disclosing Party is notified in writing prior to disclosure of the information, and (b) the Receiving Party assists the Disclosing Party, at the Disclosing Party's expense, in any attempt by the other to limit or prevent the disclosure of the Confidential Information.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date first above written.

**AIRLINE Airlines, Inc:**

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Entity:**

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Schedule A

**Minimum Departure Revenue**

Applicable to all AIRLINE aircraft (Boeing 737-700 with 147 or 149 seats, Boeing 737-800 with 189 seats):

Revenue guarantee per departure from Orlando (MCO) to City (CWA) - \$21,125

Revenue guarantee per departure from City (CWA) to Orlando (MCO) - \$21,125

Revenue guarantee per departure from Ft. Myers (RSW) to City (CWA) - \$21,992

Revenue guarantee per departure from City (CWA) to Ft. Myers (RSW) - \$21,992

Revenue guarantee per departure from Phoenix (PHX or AZA) to City (CWA) - \$23,183

Revenue guarantee per departure from City (CWA) to Phoenix (PHX or AZA) - \$23,183



## Agenda Item Summary

CENTRAL WISCONSIN AIRPORT

**Airport Board Meeting Date:** May 9, 2023

**Agenda Item Title:** #6) Review and Possible Action on Air Traffic Control Tower Architectural and Engineering Consulting Services Selection and Design Contract

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

**Background:** CWA has been planning to make improvements to the Air Traffic Control Tower (ATCT) for several years. CWA's ATCT was constructed in 1992, and the tower equipment is owned and maintained by CWA. CWA's 2023 Annual Operating budget included money specifically for tower improvements, and the recent Petition for State and Federal funding included a project to Rehabilitate the CWA ATCT and Replace ATCT Equipment.

In 2022, CWA staff hired an outside firm to conduct an assessment on the CWA tower and its equipment. That tower assessment was completed in July of 2022 with numerous recommendations to replace aging equipment and make important improvements to the facility. On November 9, 2022, the FAA published a public notice with instructions for airports on how to submit applications for projects to compete for \$20M in funding made available through the Bipartisan Infrastructure Law (BIL) FAA Contract Tower (FCT) Competitive Grant Program. CWA staff used the information provided in the tower assessment to complete an application, which was submitted to the FAA on December 2, 2022. On March 31, 2023, the FAA announced that CWA was one of 33 airports selected for funding, and that CWA would receive an amount up to \$608,000 for tower improvements.

One of the requirements for the funding is to be ready to receive a grant with bids by July of 2023. Airport staff discussed procurement options for the project with the FAA and BOA, and determined that a traditional design, bid, build procurement would be the best approach to meet the funding requirements and have a successful project. CWA staff began a consultant selection process for ATCT Architectural and Engineering (A&E) consulting services in April through a request for qualifications in accordance with FAA Advisory Circular 150/5100-14E. Statements of Qualifications for this competitive selection are due on May 5, 2023. A selection committee will review and evaluate all responses prior to the board meeting and provide recommendation for selection at the board meeting. If the committee's recommendation for selection is approved by the Board, this selection would 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 services for the current project, as well as other services for the CWA tower if needed during that timeframe.

**Timeline:** After selection by the board, CWA staff will have a short timeline to finalize a design contract with selected firm and complete the design of the current project in order to have bids by July. CWA staff will work with the selected firm to finalize the scope of the design contract, conduct an independent fee estimate for the final scope of services, and negotiate a final cost for the design contract. This process will have to be complete and the contract awarded before the next Joint Airport Board Meeting.

Funding is anticipated to be received by the FAA before October of 2023. Construction for the project will likely take place in Spring 2024.

*Serving Wausau, Stevens Point and the Central Wisconsin Region*



## Agenda Item Summary

CENTRAL WISCONSIN AIRPORT

**Financial Impact:** CWA's 2023 budget included \$50,000 for tower improvements. This money may be used for additional tower improvements not covered by the grant. The consultant selection and the design contract will have no financial impact on CWA. The BIL FCT program funds projects at 100% and does not require a local match to the funds. Although the design contract will be initially funded with CWA funds, 100% of those design costs will be reimbursed by the grant.

**Contributions to Airport Goals:** This selection and tower project contribute to executing the CWA Capital Improvement Plan and continues working towards the 2020 goal to Improve Aviation Services.

**Recommended Actions:**

1 - Approval of the selection committee's short list of respondents and recommendation of selection for ATCT A&E consultant as presented at the board meeting.

2 – Authorize the Airport Director to approve both the on-call contract and the design contract to be negotiated by the Assistant Airport Director in accordance with FAA Advisory Circular 150/5100-14E and Marathon County Procurement Code, initially funded with airport funds to be reimbursed by the BIL FCT grant.



## Agenda Item Summary

CENTRAL WISCONSIN AIRPORT

**Airport Board Meeting Date:** May 9, 2023

**Agenda Item Title:** #7) Review and Possible Action on Permanent Utility Easement with Wisconsin Public Service

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

**Background:** The runway decoupling project includes work to relocate three existing electric services providing power to FAA owned navigational aids. Although WPS has several utility easements on airport property, these existing electrical services are located outside of existing easement boundaries. The proposed utility easement would cover these existing utility locations and include the new locations for the changes needed by the project.

Additionally, WPS has proposed extending one line to create a loop which will provide redundancy in the system. CWA staff worked with WPS and Becher Hoppe engineers to locate the proposed extension to minimize the impact to possible future development in the area. The new easement limits run generally parallel to Runway 8/26 on the south side.

If approved by the Central Wisconsin Joint Airport Board, the easement will be recorded with the deed of the property.

**Timeline:** WPS will complete all utility work in coordination with the phasing of the current construction project over the course of the summer of 2023.

**Financial Impact:** This easement has no financial impact to the airport.

**Contributions to Airport Goals:** This utility easement supports the airport's Capital Improvement Plan and the 2020 goal to Improve Aviation Services.

**Recommended Action:** Airport staff recommends approval of the Permanent Utility Easement with WPS.

**Attachment:** Permanent Utility Easement

3306801

Easement

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **Marathon County, Wisconsin, and Portage County, Wisconsin, municipal corporations, as joint tenants** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

**Part of the parcels as described and shown on the *attached Exhibit "A"*.**

Return to:  
Wisconsin Public Service Corp.  
Real Estate Dept.  
P.O. Box 19001  
Green Bay, WI 54307-9001

Tax Parcel Identification Number (PIN)  
**25127072639999 25127073529998**  
**25127073419999 25127073419997**  
**25127073429996 25127073429997**  
**25127073319996**

1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.



5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.
9. **Limitations:** This easement is subject to the following limitations because the "easement area," described above, is located upon, within, beneath, over and across part of an actively operating regional airport established and managed jointly by political subdivisions of the State of Wisconsin, pursuant to authority granted by the state under Wis. Stats., Chap. 114, and subject to regulation by several other state and federal authorities:
  - a. Compliance with Federal Aviation Regulations and Security Requirements. Grantee's access is subject to Federal Aviation Regulations and Federal Airport Security Regulations, including but not limited to 49 CFR Parts 1540 and 1542, and 14 CFR Part 139., and the Grantor's policies as outlined in Grantor's Federal Aviation Administration (FAA) approved Airport Certification Manual and the Transportation Security Administration (TSA) approved Airport Security Plan. Grantee further agrees that any fines levied upon the Grantor or Grantee through enforcement of these regulations because of acts by Grantee's employees, agents, suppliers, guests, or patrons shall be borne by Grantee to the extent said acts contributed to said fines.
  - b. Interference with Radio and Navigation Aids Prohibited. Grantor operates a varied spectrum of licensed and unlicensed wireless radio, microwave and IP traffic to provide Navigation Aids and other critical safety services to aircraft and personnel as well as other land-based vehicles and equipment. The stable, reliable and economical delivery of these services has absolute priority over any other uses or operations of the Grantee. Therefore, any interference experienced by Grantor that coincides with Grantee's activities will be presumed to be caused by the Grantee. Grantor reserves the right to demand the Grantee turn off its equipment until all interference problems are resolved. Once a "shut-off" order is delivered to the Grantee, Grantee's equipment must be turned off as soon as possible. Grantee assumes the risk of any interference and any costs, damages or claims that are a result of interference caused by the Grantee will be the responsibility of the Grantee. Grantor also reserves the right to require the Grantee to take any action necessary, in the sole discretion of Grantor, to proactively shield or otherwise prevent Grantee's activities from causing interference.
  - c. Rules and Regulations of Joint Airport Board. Grantor shall have the right to adopt from time to time, and to enforce, rules and regulations which Grantee agrees to observe and obey with respect to the use of the airport premises and appurtenances, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the FAA and any future changes prescribed from time to time by the FAA.
  - d. Protection of Aerial Approaches to Airport. Grantor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Grantee from erecting, or permitting to be erected, any building, any other structure, or operating any vehicles or equipment on the easement area, which, in the opinion of the Grantor, would limit the usefulness of the airport or constitute a hazard to aircraft, now or in the future.

- e. Airport Development. Grantor reserves the right to increase the size or capacity of any public aircraft facilities, including but not limited to, runways, hangars, taxi-ways, terminals, navigational facilities or common use portions of the airport, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently.
- f. Force Majeure. Grantor shall not be responsible to Grantee if the fulfillment of any of the terms of this Easement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, or by any other cause not within the control of the Grantor.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

Marathon County, Wisconsin, a Municipal Corporation

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE )  
OF \_\_\_\_\_)

)SS

COUNTY )  
OF \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the above-named \_\_\_\_\_ **Marathon County, Wisconsin, a municipal corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of

My Commission expires:

This instrument drafted by: Kate Trout  
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1468394	WMIS-3355478 WMIS-3354845 WMIS-3354711	3306801	INT11-468-394

WITNESS the hand and seal of the Grantor the day and year first above written

**Portage County, Wisconsin, a Municipal Corporation**

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE )  
OF \_\_\_\_\_ )  
 )SS  
COUNTY )  
OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the above-named \_\_\_\_\_ **Portage County, Wisconsin, a municipal corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of

My Commission expires:

This instrument drafted by: Kate Trout  
Wisconsin Public Service Corporation

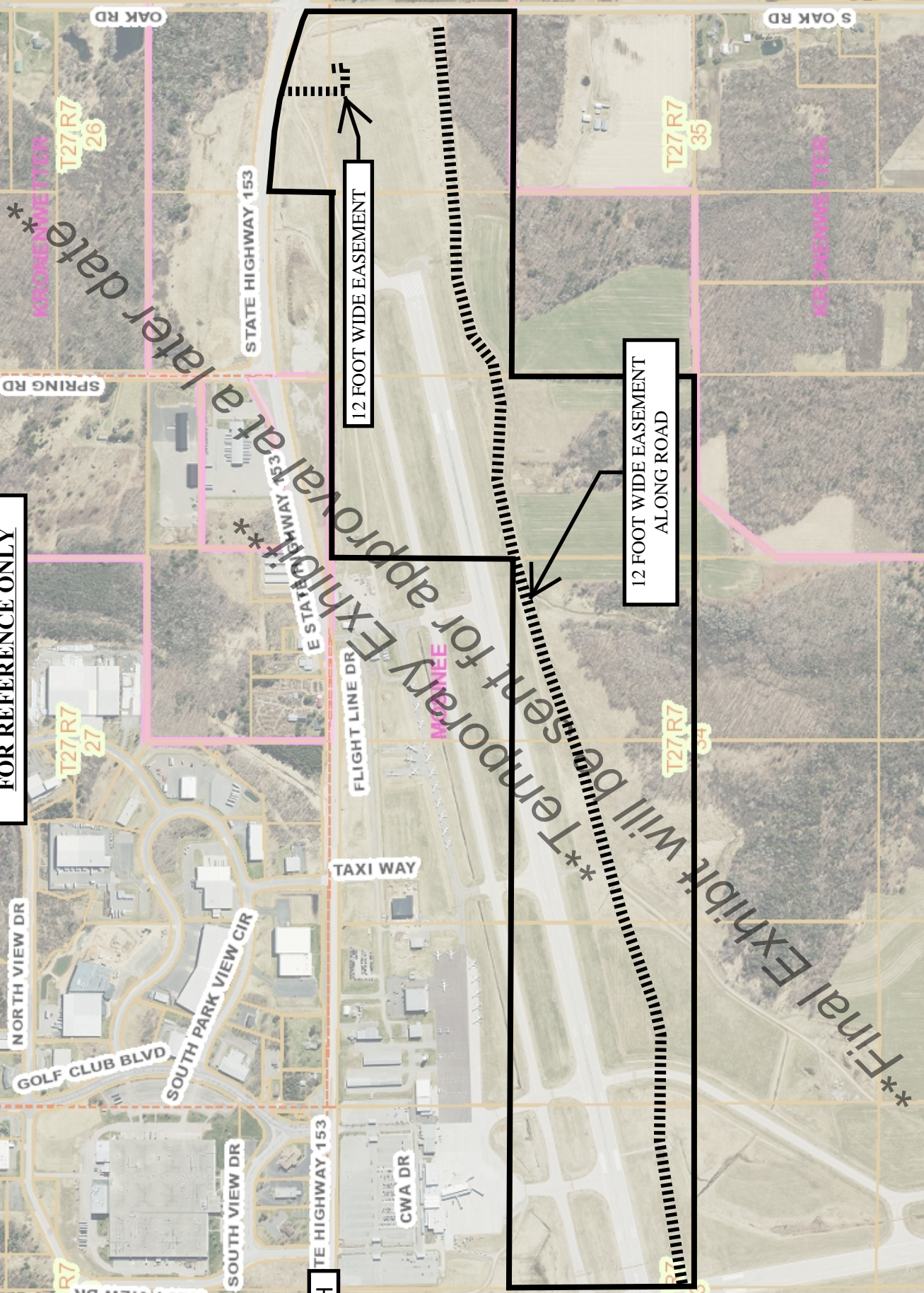
REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1468394	WMIS-3355478 WMIS-3354845 WMIS-3354711	3306801	INT11-468-394



**EXHIBIT "A"**  
 NOT TO SCALE  
 FOR REFERENCE ONLY

**\*\*Temporary Exhibit for approval at a later date\*\***

**NORTH**



12 FOOT WIDE EASEMENT

12 FOOT WIDE EASEMENT  
ALONG ROAD

**\*\*Final Exhibit will be presented for approval at a later date\*\***

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

02-May-23

	2022 MONTH	2023 MONTH	% CHGE. 22-23	2022 Y-T-D	2023 Y-T-D	% CHGE. 22-23
<b>ACTUAL LANDINGS</b>						
AMERICAN	56	60	7.1%	171	169	-1.2%
UNITED	0	0	0.0%	3	0	-100.0%
DELTA	95	62	-34.7%	285	175	-38.6%
CHARTERS	1	1	0.0%	4	4	0.0%
<b>TOTAL OPERATIONS</b>	<b>304</b>	<b>246</b>	<b>-19.1%</b>	<b>926</b>	<b>696</b>	<b>-24.8%</b>
<b>ATCT OPERATIONS</b>	<b>1,070</b>	<b>758</b>	<b>-29.2%</b>	<b>3,042</b>	<b>2,211</b>	<b>-27.3%</b>
<b>AIRLINE CANCELLATIONS</b>						
AMERICAN	0	2	100.0%	5	7	40.0%
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>2</b>	<b>100.0%</b>	<b>5</b>	<b>14</b>	<b>180.0%</b>
<b>ENPLANED PASSENGERS</b>						
AMERICAN	2,564	2,552	-0.5%	7,447	7,497	0.7%
UNITED	0	0	0.0%	133	0	-100.0%
DELTA	4,041	3,418	-15.4%	11,173	9,389	-16.0%
CHARTERS	62	150	141.9%	451	458	1.6%
<b>TOTAL ENPLANED PASSENGERS</b>	<b>6,667</b>	<b>6,120</b>	<b>-8.2%</b>	<b>19,204</b>	<b>17,344</b>	<b>-9.7%</b>
<b>DEPLANED PASSENGERS</b>						
AMERICAN	2,510	2,595	3.4%	6,967	6,831	-2.0%
UNITED	0	0	0.0%	74	0	-100.0%
DELTA	3,875	3,480	-10.2%	10,488	9,061	-13.6%
CHARTERS	62	150	141.9%	451	458	1.6%
<b>TOTAL DEPLANED PASSENGERS</b>	<b>6,447</b>	<b>6,225</b>	<b>-3.4%</b>	<b>17,980</b>	<b>16,350</b>	<b>-9.1%</b>
AIR FREIGHT - AMERICAN	0	79	100.0%	0	104	100.0%
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>79</b>	<b>100.0%</b>	<b>0</b>	<b>104</b>	<b>100.0%</b>
<b>TOTAL AIRFREIGHT - GEN AVIATION</b>	<b>139,122</b>	<b>146,503</b>	<b>5.3%</b>	<b>402,994</b>	<b>374,639</b>	<b>-7.0%</b>
<b>AIRLINES &amp; GEN AVIATION - AIR FRGHT</b>	<b>139,122</b>	<b>146,582</b>	<b>5.4%</b>	<b>402,994</b>	<b>374,743</b>	<b>-7.0%</b>

<b>LOAD FACTOR-CURRENT MONTH</b>	<b>SEATS</b>	<b>PAX</b>	<b>FACTOR</b>
AMERICAN	2,950	2,552	86.5%
DELTA	4,712	3,418	72.5%

# Central Wisconsin Airport – Flight Schedule

## May 9, 2023



<u>Arrivals – Delta</u>				<u>Departures – Delta</u>			
4767	14:04	from MSP	CRJ	5175	06:54	to MSP	CRJ
5212	20:47	from MSP	CRJ	4767	14:49	to MSP	CRJ



<u>Arrivals – American Eagle</u>				<u>Departures – American Eagle</u>			
4233	14:23	from ORD	ERJ	4224	06:00	to ORD	ERJ
4226	18:19	from ORD	ERJ	4233	14:48	to ORD	ERJ

### Upcoming Charter Schedule

May 15 – Never Forgotten Honor Flight

MSP = Minneapolis  
 ORD = Chicago O’Hare

Total CWA Flights Daily = 4

# Flight Education Access Act

*U.S. Senators Tammy Baldwin (D-WI) and Dan Sullivan (R-AK)*

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The Flight Education Access Act would provide additional education aid for prospective students who wish to enter school to become a pilot. The upfront costs associated with pilot training are substantial, leaving the profession out of reach for many. This legislation would create critical tools to improve the accessibility of the piloting profession while also supporting a pipeline for highly qualified pilots in the aviation workforce.

Airline pilots are vital to the transportation industry – and high quality, FAA-regulated training is necessary for would-be-pilots to join the profession. To attract more people into the pilot profession, including people from populations historically underrepresented in the industry, students need access to enough federal financial aid to cover the average cost of in-state tuition for a flight education and training program. According to the University Aviation Association, flight training typically adds approximately \$80,000 in costs to the tuition and fees associated with a four-year degree. Current federal loan limits and other financial aid do not accommodate the full cost of pilot training, limiting access to pilot school for students who cannot afford to pay out of pocket or are unable or unwilling to take out high-cost, private loans. The Flight Education Access Act would fix this problem by expanding access to scholarships and loans to offset the cost of FAA-regulated Part 141 pilot training.

Supporting Organizations: Regional Airline Association (RAA), Air Line Pilots Association (ALPA), Airlines for America (A4A), Southwest Airlines Pilots Association (SWAPA), National Air Carrier Association (NACA), University Aviation Association (UAA)

## Reflecting the Real Cost of Pilot Education

The bill amends Section 428H of the Higher Education Act (HEA) to increase maximum limits on annual and aggregate amounts of Federal unsubsidized and subsidized student loans for students pursuing certificate, associate degree, or bachelor degree flight education and training programs at eligible institutions. To ensure that these additional loans are used for high quality education that leads to good paying careers in the profession, the Flight Education Access Act requires institutions receiving funding from these higher-limit loan to achieve a 70% completion rate within their flight education and training programs. This requirement will ensure programs are prioritizing the success of their students and giving them a clear pathway to gainful employment as a pilot.

## Partnering to Support the Profession

The bill also creates opportunities for the airline industry, pilot unions, and institutions of higher education to partner together to advance the piloting profession and offset the cost of pilot school through scholarship programs. These pilot pipeline public-private partnerships will support the education of future pilots and create pathways to a more diverse pilot workforce. The program includes a 4 to 1 match to offset the cost of workforce partnerships that support the education of future airline and commercial pilots, work to diversify the pilot workforce to increase the number and percentage of pilots from underrepresented or non-traditional populations, and generate interest and support for a career as an airline and commercial pilot. By investing in the profession, these partners will help make a rewarding career more accessible to all.



**FIN - Budget vs Actual for Organization**

Company County of Marathon  
 Organization Cost Center: CWA Operations  
 Period FY2023 - April - Draft Copy Only

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 Charges for Services	3,058,000	0	0	(3,058,000)	0.00%
Intergovernmental Revenue	1,139,683	0	0	(1,139,683)	0.00%
Public Charges for Services	0	299,005	964,713	964,713	0.00%
Miscellaneous Revenue	15,000	45,450	46,990	31,990	313.27%
<b>Total Revenues</b>	<b>5,812,683</b>	<b>344,455</b>	<b>1,011,703</b>	<b>(4,800,980)</b>	<b>17.41%</b>
<b>Expenditures</b>					
<b>Personnel</b>	<b>1,859,787</b>	<b>147,659</b>	<b>580,904</b>	<b>1,278,883</b>	<b>31.23%</b>
Salaries and Wages	1,331,838	103,452	397,436	934,402	29.84%
Employee Benefits	17,989	6,696	8,294	9,695	46.11%
Employer Contributions	509,960	37,511	175,174	334,786	34.35%
<b>Contractual Services</b>	<b>798,000</b>	<b>35,745</b>	<b>243,294</b>	<b>554,706</b>	<b>30.49%</b>
Professional Services	215,000	23,919	34,223	180,777	15.92%
Utility Services	263,000	1,280	91,175	171,825	34.67%
Repair and Mint Services	115,000	0	0	115,000	0.00%
Repair and Mint Services - Other	5,000	10,048	91,313	(86,313)	1,826.25%
Special Services - IT	0	257	21,109	(21,109)	0.00%
Other Contractual Services	200,000	241	5,475	194,525	2.74%
<b>Discretionary Operating</b>	<b>568,700</b>	<b>5,103</b>	<b>119,167</b>	<b>449,534</b>	<b>20.95%</b>
Office Supplies	8,500	0	205	8,295	2.41%
Publications, Subscriptions and Dues	140,600	170	12,053	128,547	8.57%
Travel	20,600	0	198	20,402	0.96%
Operating Supplies	221,000	563	7,262	213,738	3.29%
Repair and Maintenance Supplies	172,000	53	30,106	141,894	17.50%
Other Repairs and Mint Supplies	6,000	4,317	16,549	(10,549)	275.81%
Other Supplies and Expense	0	0	52,795	(52,795)	0.00%

<b>Building Materials</b>									
Metal Products	53,000	85	351	52,649	0.66%				
Wood Products	2,500	85	351	2,149	14.04%				
Raw Materials	500	0	0	500	0.00%				
Electrical Fixtures and Small Appliances	20,000	0	0	20,000	0.00%				
Fabricated Materials	5,000	0	0	5,000	0.00%				
	25,000	0	0	25,000	0.00%				
<b>Fixed Charges</b>									
Insurance	112,000	0	(14,948)	126,948	(13.35%)				
Taxes and Payments in Lieu of Taxes	112,000	0	(18,342)	130,342	(16.38%)				
	0	0	3,394	(3,394)	0.00%				
<b>Capital Outlay</b>									
Capital Outlay	1,960,000	0	38,922	1,921,078	1.99%				
	1,960,000	0	38,922	1,921,078	1.99%				
<b>Debt Service - Non-PFC</b>									
	461,196	0	0	461,196	0.00%				
<b>Total Expenditures</b>	<b>5,812,683</b>	<b>188,592</b>	<b>967,690</b>	<b>4,844,993</b>	<b>16.65%</b>				

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

	<b>April YTD - 2023</b>	<b>April YTD - 2022</b>	<b>% CHANGE</b>
Airfield	\$0	\$115,031	
Control Tower	\$0	\$0	
Hangar	\$0	\$35,708	
Maintenance Shop	\$0	\$1,866	
Net Lease	\$0	\$112,066	
Parking	\$275,968	\$288,379	
Terminal Area	\$0	\$316,938	
Miscellaneous Revenue	\$46,990	\$78	
Public Charges for Services	\$688,745	\$0	
<b>Total Revenues</b>	<b>\$1,011,703</b>	<b>\$870,066</b>	<b>16.28%</b>
Personal Services	\$580,904	\$509,412	
Contractual Services	\$243,294	\$222,860	
Supplies and Expense	\$119,167	\$102,074	
Building Materials	\$351	\$244	
Fixed Charges-Insurance	-\$14,948	\$22,877	
Capital Outlay	\$38,922	\$93,780	
<b>Total Expenses</b>	<b>\$967,690</b>	<b>\$951,247</b>	<b>1.73%</b>
<b>Revenue over Expense</b>	<b>\$44,013</b>	<b>-\$81,181</b>	