CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING

Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin June 18, 2021, 8:00 a.m.

2020-2022 Board Members: Sara Guild, Chair- Marathon County, Dave Ladick, Vice-Chair - Portage County, Brent Jacobson - Marathon County, Ray Reser - Portage County, Chris Dickinson - Marathon County, Lon Krogwold - Portage County, Kurt Kluck - Marathon County.

Mission Statement: The mission of the Central Wisconsin Airport is to be the airport of choice by providing a safe, efficient, and competitive operating environment.

Due to the COVID-19 pandemic, 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 715-693-2147 and dialing extension 3000 when the voice menu system begins. The conference line will be open to calls five (5) minutes prior to the meeting start time listed above. If board members or members of the public attend the meeting in person, appropriate safety measures, including adequate social distancing, must be utilized by all in-person attendees.

- 1) Call to Order by Chair Guild at 8:00 a.m.
 - a) Pledge of Allegiance
- 2) Approval of Minutes of the May 21, 2021 Board Meeting
- 3) Public Comment Period: 15-minute time limit
- 4) Review and Possible Action on Sponsor Only Funding for Taxilane E and Flightline Drive Construction Project
- 5) Review and Possible Action on Advertising Agreement with TravelHost of Central Wisconsin
- 6) Staff Reports
 - a) Director Report
 - i) Legislative Update
 - ii) Statistics May 2021
 - iii) Flight Schedule
 - iv) Light Sport Aircraft Fly-in June 15, 2021
 - b) Financial Reports
 - i) Revenues and Expenses May 2021
 - ii) Budget Comparison
 - iii) CARES Act Update
 - c) Operations and Project Reports
 - i) Update on Runway 17/35 Reconstruction Project
 - ii) Update on Runway Length Justification
 - iii) Odyssey Aviation Hangar Update
- 7) Future Meeting Participation Options

9) Next Scheduled Meeting Date: July 16, 2021 at 8:00 a.m.	
Any person planning to attend this meeting who needs some type of special accommodation to participate should the County Clerk's Office at 715-261-1500 or e-mail infomarathon@co.marathon.wi.us one business day before the me	

8) Adjournment

CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING MINUTES

CENTRAL WISCONSIN AIRPORT TERMINAL

Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin May 21, 2021 - 8:00 a.m.

Airport Board: Sara Guild, Chair Dave Ladick, Vice Chair

Lonnie Krogwold Kurt Kluck – via phone Brent Jacobson Ray Reser – via phone

Chris Dickinson

Staff: Brian Grefe, Airport Director Mark Cihlar, Assistant Airport Director

David Drozd, Finance Julie Ulrick, Badging Coordinator

Visitors: Randy Van Natta, Becher Hoppe Karl Kemper, Becher Hoppe

<u>Call to Order:</u> Meeting called to order by Chair Guild at 8:00 a.m.

<u>Approval of Minutes:</u> Motion by Krogwold, second by Dickinson to approve the minutes of the April 16, 2021 board meeting. Motion carried unanimously.

Public Comment Period: None.

Review and Possible Action on Land Acquisition Consulting Services Contract with Becher-Hoppe Associates:

Airport staff have been in discussions regarding the possible purchase of Stanley Grochmal's property since late January 2021. The property is separated into two parcels, the northeastern and the southern parcels. They are approximately 40 acres and 76 acres respectively for a total of 116 acres. Earlier this spring, Stanley Grochmal and his family agreed to sell all 116 acres to the Central Wisconsin Joint Airport Board using the Wisconsin DOT Bureau of Aeronautics (BOA) process. This process was used when the airport purchased land in 2019 next to I39/US51. Utilizing the BOA process ensures compliance with State and Federal land purchasing requirements and ensures a fair price for the landowner and the airport. The Grochmal family has asked if one parcel can sell in 2021 and one in 2022 and that request will be met, if possible. *Motion by Krogwold, second by Jacobson to direct staff to finish negotiations with Becher-Hoppe Associates and the Bureau of Aeronautics for land acquisition consulting services and for the Airport Director to sign a negotiated contract in an amount not-to-exceed \$79,578.65*. *Motion carried unanimously*.

Review and Possible Action on Minimum Standards and Rules & Regulations Update with Leibowitz & Horton Airport Management Consultants:

When Leibowitz & Horton was originally brought onboard for airport management consulting services, updating the airport's Minimum Standards and Rules & Regulations was identified as one goal that needed to be met. Minimum Standards set the minimum requirements a business or individual wishing to provide aeronautical services to the public on an airport must meet to provide those services, such as minimum lease size, required equipment, hours of operation, and fees, which ensures that an adequate level of safe and efficient service is available to the public. The airport's Minimum Standards and Rules & Regulations have not been updated since their creation in 1984. Leibowitz & Horton is available and willing to start the update process in June, with a completion date estimated in March of 2022. *Motion by Dickinson, second by Krogwold to approve task order 2021-01 with Leibowitz & Horton Airport Management Consultants, Inc. for review and update of CWA's Minimum Standards and Rules & Regulations. Motion carried unanimously.*

Review and Possible Action on Construction Engineering Services Contract with Becher Hoppe for Taxilane E and Flightline Drive Construction Project:

The Taxilane Echo and Flightline Drive project that was approved in a January 2021 Resolution, has since been bid out and the grant application has been submitted to the FAA. The construction engineering services contract will provide the necessary management engineering, resident engineering, testing, and inspection services required for execution of the project's construction in accordance with FAA regulations and grant assurances. This contract has been negotiated in good faith and costs were inline with other projects of similar scale. The project is anticipated to be eligible for 100% federal funding. *Motion by Ladick, second by Jacobson to approve the construction engineering services contract with Becher Hoppe in the amount of \$137,802.14. Motion carried unanimously.*

Staff Reports:

Director Report – Brian Grefe:

Odyssey Aviation Hangar Update – The Odyssey Aviation hangar agreement is ready for signature and construction is slated to begin June 1st. Contractors for the project are ready to go, but supply demands may be a concern.

Marketing Update – This year's marketing campaign remains largely digital and with the flight schedule returning to pre-COVID numbers, new video has been created for placement with local media outlets. May and June will start a greater presence in the various markets to get the message out on more available seats. Staff participated in the annual Wausau Area Business Expo for business to business marketing and again ran the drawing to win free advertising at the airport.

Legislative Update – A bipartisan bill was introduced that proposes to gradually raise the PFC cap, beginning with a \$1.00 increase to \$5.50 on January 1, 2023 and by an additional dollar every year through 2026 when the cap would reach \$8.50. It then calls for the PFC cap to be adjusted annually for inflation. The current PFC rate has not been raised in 20 years and does not meet the needs of airport infrastructure projects.

Statistics – The April 2021 statistical report is showing some improvement, with operations up 44% on the month and enplanements up 1462.1% on the month. Freight is beginning to pick up with a 32.9% increase on the month and load factors ranged from 50.3% to 80.2%.

Flight Schedule – The flight schedule is at eight daily flights and no scheduled charters. Delta is scheduled to increase flights from two daily Minneapolis flights and two daily Detroit flights to three daily flights to each hub. Charters may return late in the fall, but no activity is likely through the summer months.

TSA Pre Check Mobile Enrollment Event – Another PreCheck Enrollment Event was held the week of May 10th with 242 people processed for the week. Future events may be scheduled based on demand.

Ascension Spirit Medical Transport Blood Drive – The Spirit Medical hangar sponsored a community blood drive on May 18th in the new hangar and there was a good turnout with most appointment slots filled.

Financial Reports - David Drozd:

Revenues and Expenses – April 2021 revenues show airfield ending the month at 24.4% of budget, with no fuel sales report submitted by the FBO. Hangar rent will increase with the new Odyssey Aviation hangar build and ends the month at 34%. CFCs end at 19.3% and are slowly picking up; car rental agencies are having difficulties with vehicle availability.

April 2021 disbursements are on track at 18.9% of budget. Supplies and expenses end at 30.4% and maintenance staff have been diligent in keeping costs down.

Avis/Budget Lease Update – The Avis/Budget account has been paid in full and their account is current. They indicated regular monthly payments will continue.

Operations & Project Reports – Mark Cihlar:

Update on Runway 17/35 Reconstruction Project – Construction crews have been working on rock blasting for excavation of subbase under Runway 17/35 and plan to begin work on the runway intersection starting June 14th. The contractor requested a change order to replace the four inch permeable base level specification with solid concrete, bringing the runway concrete depth to a total of fifteen inches. The request was submitted to the FAA and was approved. The project is on schedule and the October completion date is still on track.

Taxilane E and Flight Line Drive Reconstruction Project – Staff are waiting on the FAA grant for the reconstruction project, which directly impacts the hangar construction project. Timing of this project is critical with hangar builds, but funding may not be ready.

Update on Runway Length Justification – Related to the runway decoupling project from the Master Plan, FAA headquarters began questioning justification for the runway length of 8/26 due to the shift of the runway on the east end. Mead & Hunt and American Airlines have been providing technical data to aid in the discussions. With the shift of the runway, county buildings will just touch into the runway protection zone (RPZ) and may need to be relocated. Staff are awaiting response from FAA headquarters.

Landscaping Update – Some of the landscaping decorative bollards have been removed to aid in manageability of those areas. The berm design is very difficult to manage and adjustments will make long term maintenance less costly and time consuming. Sections of dying plants will be replaced each year and the entire project will be relatively low cost and is within budget.

Adjournment: 9:19 a.m. Motion by Ladick, second by Dickinson to adjourn. Motion carried unanimously.	
Next Scheduled Meeting Date: June 18, 2021 at 8:00 a.m.	
Iulia Illuial, Decording Constant	
Julie Ulrick, Recording Secretary	



Agenda Item Summary

Airport Board Meeting Date: June 18, 2021

Agenda Item Title: #4) Review and Possible Action on Sponsor Only Funding for Taxilane E and Flightline Drive Construction Project

Staff Responsible: Mark Cihlar, Assistant Airport Director

Background: In January of 2021, the Central Wisconsin Joint Airport Board approved by resolution the project to reconstruct Taxilane E and portions of Flightline Drive, contingent on federal, state, and Local funding (Ref. R-1-21). This project has been designed, bid, and a grant application has been submitted to the FAA. The construction for this project is anticipated to be funded 100% by the FAA with AIP Entitlement funds.

Normally, contracts for projects of this nature would not be awarded until the FAA issues the grant for the project. The FAA has indicated to CWA staff that this grant will likely not be issued until later in 2021. Bids for this project were received on April 22, 2021, and Bid prices are required to be held by the contractor until July 1, 2021. Because of the unprecedented increases in construction material costs already seen in 2021, it is possible the contractor would not honor bid prices beyond July 1 if the contract is not awarded before then. Also, late grants from the FAA often result in construction not beginning until late August or September. If this project does not begin until after the FAA awards the grant, it is possible the Odyssey Aviation hangar could be finished before Taxilane E is ready to be used.

In order to prevent this project from being delayed, CWA staff is recommending the Joint Airport Board approve the use of CWA funds to award the construction and construction engineering services contracts with "Sponsor Only Funding" for this project before the project is funded by the FAA.

Financial Impact: This project has a total construction cost of \$1,589,756.04. CWA would have to commit to funding the entire project cost in order for the contracts to be awarded. As soon as the FAA awards the grant for the project, any construction costs incurred by CWA will be reimbursed by the FAA.

This project and the Runway 17/35 NAVAIDs project are planned to use 100% of CWA's 2021 and 2022 AIP Entitlement Funds. There is a possibility that the grant for this project will be less than the full project amount due to funds being reserved for the NAVAIDs project. If this happens, CWA will ultimately have to fund the small difference in order to complete this project. Committing to fund the project upfront will have no effect on this ultimate financial obligation.

If this project is awarded with Sponsor Only Funding before the grant is received by the FAA, there is a very small risk that the FAA will not fund the project in 2021 for unforeseen reasons, and CWA would then be responsible for the entire construction cost. If it happened, CWA's 2021 Entitlement funds would be rolled over into 2022 for a future AIP project. Because the project is funded with AIP Entitlement funds, this risk is very low. At this time, the FAA has not indicated any outstanding issues that could effect the eligibility of the project.



Agenda Item Summary

Timeline: If approved, the BOA will award the Construction Contract and the Construction Engineering Services Contract for the project in June to avoid bids from expiring. Coordination efforts with the contractor would begin immediately, and construction would likely begin before the end of July. Construction would be substantially complete by the end of September.

The FAA should issue the grant by August, but no later than mid-September.

Contributions to Airport Goals: This project is in alignment with the 2020 Goal to Improve Aviation Services at CWA.

Recommended Action: Airport staff recommends approval of the use of CWA Funds to authorize the Wisconsin BOA to award the Construction and Construction Engineering Services contracts for the Taxilane E and Flightline Drive Construction Project with Sponsor Only Funding before the AIP grant is received by the FAA.



Agenda Item Summary

Airport Board Meeting Date: June 18, 2021

Agenda Item Title: 5) Review and Possible Action on Advertising Agreement with TravelHost of Central Wisconsin

Staff Responsible: Brian Grefe, Airport Director

Background: In-terminal advertising is a program where companies are leased space from the airport in the terminal to promote their business. The in-terminal advertising program consists of three baggage claim video monitors, one concourse video monitor, ten terminal static display signs, four concourse static display signs, two large double sided baggage belt display signs, sixteen charging station static display signs, and vestibule brochure racks.

Central Wisconsin Airport staff has traditionally managed the airport in-terminal advertising program with limited success. Total available time and other priorities have not afforded the CWA in-terminal advertising program the time needed to be successful. In 2017 airport staff began looking for outside agencies to manage the program. The limited revenue potential made our program not a strong candidate for large advertising agencies. Furthermore, one-on-one meetings with smaller local sales companies have not generated any interest, until recently. The Publisher/Owner of Central Wisconsin TravelHost, Wayne Ripp approached airport staff about partnering on in-terminal advertising.

TravelHost of Central Wisconsin markets itself as, "The Premier Destination Resource". TravelHost's product is quarterly magazine and webpage that promotes regional businesses primarily focused on leisure/travel and contains articles from communities in Central Wisconsin. https://www.travelhost.com/

Publisher/Owner Wayne Ripp is also the salesperson for TravelHost. He not only calls, but physically visits most of his paid advertisers and potential clients at least quarterly. Also, he drops off the magazines at most of the hotels in Central Wisconsin. Mr. Ripp already has an established client base and is willing and able to promote advertising at the Central Wisconsin Airport without excessive effort. He is based in Marshfield Wisconsin and focused solely on our catchment area.

The contract presented today for consideration is a five-year license and use agreement with a 180 day "without cause" termination provision. This is a non-exclusive contract. Given the lack of competitive interest this contract was procured in accordance with sole-source practices. The contact and procurement have been reviewed and by Marathon County Deputy Corporation Counsel Michael Puerner.

Timeline: If approved today the contract would be effective July 1, 2021 and expire on June 30, 2026 unless earlier terminated.

Financial Impact: TravelHost of Central Wisconsin will manage the entire in-terminal advertising programing including collections and billing. 70% of gross revenues generated on airport sales will be remitted to the Central Wisconsin Airport. TravelHost magazine sales and CWA in-terminal advertising will be managed completely separately. Package deals between the two programs are prohibited. Also, discounts are prohibited without airport director approval.

Historic average monthly sales are show below:

 2018
 \$1526

 2019
 \$1775

 2020
 \$1618

 2021
 \$575

The impacts of the COVID 19 pandemic continue to be a challenge for the CWA in-terminal advertising program. Even with the concession fee, airport staff are optimistic that this agreement will produce revenues exceeding our historic revenues because of TravelHost's presence and practices. There is no minimum annual guarantee.

Contributions to Airport Goals: This license and use agreement is in alignment with the 2018/2019 goal of Manage Business Opportunities. TravelHost will be able to donate more time and resources to CWA in-terminal advertising sales than airport staff.

Recommended Action: CWA Staff recommends approval of the License and Use Agreement between the Central Wisconsin Airport and TravelHost of Central Wisconsin.

Attachment(s) License and Use Agreement, Central Wisconsin Airport In-Terminal Advertising Rate Card

LICENSE AND USE AGREEMENT

Central Wisconsin Airport and Travelhost of Central Wisconsin

THIS LICENSE AND USE AGREEMENT, made as of the date last below signed, is by and between the Central Wisconsin Joint Airport Board of Marathon and Portage Counties (hereinafter "CWA") and Travelhost of Central Wisconsin, a Wisconsin Corporation (hereinafter "Licensee").

WHEREAS, CWA is the owner, operator and sponsor of the Central Wisconsin Airport located in Mosinee, Wisconsin (hereinafter the "Airport"), at which it has made available certain public airfield facilities, and airline terminal and facilities, certain areas for public use, certain areas for exclusive and non-exclusive commercial use (subject to lease, license or permit) and certain reserved areas, and

WHEREAS, CWA has the authority to operate and manage the Airport, to lease and license the occupancy and use of Airport land areas, buildings and facilities, and to permit and regulate commercial activities thereon, and

WHEREAS, Licensee is engaged in the business of an airport advertising operator in which service and business it desires to occupy and use some of the areas and facilities of the Airport for that purpose.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions contained herein, CWA and Licensee do mutually undertake and agree as follows:

1. LICENSEE SERVICES

- a. <u>Use of Location</u>. Licensee shall use and occupy the Locations solely for the purpose of airport advertising, as defined herein.
 - i. Licensee shall have an affirmative obligation, for the term of the Agreement, as it may be extended as provided above, to conduct a commercial airport terminal building advertising operation at all times. Licensee shall occupy and use the Location solely for the purpose of installing, maintaining, and operating airport advertising displays.
 - ii. Any occupancy, use, activity, display or product not specifically permitted herein shall be and is hereby prohibited, except as by separate express written permission from CWA and under such terms and conditions as CWA, in its sole discretion, shall determine.
- b. <u>Requirements of Licensee's Operation</u>. It is of primary importance to CWA that, in the conduct of Licensee's operation at the Airport, Licensee provides commercial advertising services of the highest quality to users of the Airport. To this end, Licensee agrees to provide the following services in the conduct of its operation:
 - i. Licensee shall have all advertising content approved by CWA in advance of display.
 - ii. Licensee shall maintain a local area manager throughout the term of this agreement to provide first class customer service
 - iii. Licensee shall establish a Rate Card (as amended from time to time) with pre-approved promotions or swaps, or incentives
 - 1. Deviations from the rate card requires prior written approval from the Airport Director.
 - iv. Provide all Advertisements, including but not limited to static, digital display, and website, in a format acceptable to CWA
 - v. Advertisement Instructions such as location, and start and stop dates.

2. TERM

- a. The term of this agreement shall commence on July 1, 2021 and expire on June 30, 2026, unless earlier terminated as provided herein.
 - No Renewal. Licensee acknowledges that this Agreement contains no renewal clause and is subject to CWA's stated intent and obligation to expose the Location and rights granted hereunder to public competitive selection process at the expiration or termination of this term.

- ii. <u>Holdover</u>. If Licensee remains in occupancy and use of the Location after the expiration of this term with the consent of CWA, Licensee's interest in the Location from and after that date shall be deemed to be month-to-month, pursuant to the terms and conditions of the License and Use Permit or as the parties may otherwise agree in writing, or, if the parties shall fail to agree, upon such other terms and conditions as may be established by CWA upon ten (10) days' notice to Licensee.
- iii. Surrender of Location. Upon the expiration or termination of the License, Licensee immediately shall surrender the Location to CWA in good condition and repair, ordinary wear and usage excepted; and licensee shall remove all of Licensee's personal property, trade fixtures, equipment or improvements removable by prior agreement with CWA from the Location and shall repair any damage to the Location caused by such removal. Any personal property of Licensee, or anyone claiming under Licensee, which shall remain upon the Location at the expiration or termination of this License shall be deemed to have been abandoned and may be retained by Airport as Airport's property or disposed of by CWA in such manner as CWA sees fit without compensation to any party.
- iv. Termination. This Agreement may be terminated prior to expiration as follows:
 - 1. Either party may terminate this Agreement, at any time, for any reason, if the terminating Party gives not less than One-Hundred Eighty (180) days' prior written notice thereof to the other Party.

3. LICENSED AREAS, USES, REQUIREMENTS AND RESTRICTIONS

- a. <u>License of Location</u>. CWA hereby grants to Licensee, and Licensee hereby accepts from CWA, upon the terms, conditions, exceptions, obligations and restrictions contained herein and subject to the rights reserved by CWA herein or as otherwise set out herein, the right to occupy and use the advertising locations serving the commercial terminal building as shown and incorporated herein by this reference (hereinafter referred to as the "Location") may consist of the following:
 - i. Baggage Claim Video Wall (3) 65" Monitors
 - ii. (2) 42"x87" Double-Sided Baggage Belt Display Signs (Landscape)
 - iii. (10) 36"x48" Terminal Static Display Signs (Landscape)
 - iv. (16) Charging Stations Static Display Signs (limit of one advertiser per gate, no more than 4 total unique advertisers)
 - v. (4) * 36"x30" Concourse Static Displays (Landscape)
 - vi. (1) * 70" Concourse Video Monitor
 - vii. (1) Center Terminal Display Case
 - viii. Vestibule Brochure Racks
 - * Not installed yet, size may change
- b. Entryways, exit ways, driveways and internal circulation areas appurtenant to the above-described areas, subject to rules and regulations in common with other users of Licensee's classification.
- c. Areas made available to the public (waiting rooms, concessions, roadways), subject to rules and regulations in common with other users of Licensee's classification.

CWA and Licensee acknowledge that this description accurately represents the number, type, and location of each advertising fixture.

If during the term of this Agreement, additional Locations are made available by or permitted by CWA for occupancy and use by Licensee, Licensee and CWA shall enter into good faith negotiations for the commercially reasonable fees or charges paid by Licensee prior to such additional use and occupancy.

Any entry on, use of or occupancy of Airport land, buildings or facilities not expressly permitted by this License is prohibited, except by separate express prior written permission from CWA and under such terms and conditions as the Airport may require.

- d. <u>Acceptance of Locations</u>. The Licensee agrees that the Locations have been inspected by Licensee at the beginning of this license term and is accepted and initially will be occupied by Licensee on an "as is" basis.
- e. <u>Reserved Rights of CWA.</u> CWA reserves the following rights with respect to the Location and the uses and operations to be conducted thereon by Licensee.
 - i. CWA reserves the right to unimpeded access over and across the surface of the Location provided that CWA shall not, in the exercise of this reserved right, unreasonably interfere with Licensee's use of the Location. CWA shall be entitled to enter upon the Location and other improvements thereon, in a reasonable time and manner consistent with the purpose of the entry and inspection, for the purpose of inspecting the same, preventing waste or loss, responding to emergencies or complaints or enforcing any of CWA's rights hereunder.
 - ii. CWA reserves, for the use and benefit of the public, the right of flight for the passage of aircraft in the air space above the surface of the Location, together with the right to cause in and around said air space and on the ground such noise as may be inherent in the operation of aircraft utilizing the Airport.
 - iii. CWA reserves the right to protect the aerial approaches of the Airport against obstruction, including the right to prohibit Licensee from erecting, or permitting to be erected or maintained, or structure or obstruction on the Location which would, in the discretion of CWA, limit the aeronautical usefulness of the Airport or constitute a hazard to aviation.
 - iv. CWA reserves the right, during the time of War or national emergency, to lease the Airport or any part thereof, including the Location or any part thereof, to the United States Government for military purposes, and, in the event of such lease to the United States Government for military purposes, the provisions of the License shall be suspended insofar as such provisions may be inconsistent with the provisions of the lease to the United States Government.
 - v. CWA reserves the right to subordinate the provisions of this License, without prior notice to Licensee, to the provisions of any existing or future agreement between CWA and the United States Government relative to the operation, maintenance or development of the Airport which has been or may be required as a condition precedent to the expenditure of Federal funds for the development, maintenance or operation of the Airport and, if such an agreement is entered into between CWA and the United States Government, the provisions of this License shall be suspended and/or automatically modified insofar as such provisions are inconsistent with the provisions of the agreement with the United States Government. If, by reason of any agreement with the United States Government as aforesaid, it becomes necessary to modify, relocate or remove any improvements or other structures situated on the Location, the Licensee agrees to modify, relocate or remove any such improvements or structures as directed by CWA. If the improvements removed were lawful and permitted, CWA shall reimburse Licensee for the reasonable cost and expense thereof.
 - vi. CWA reserves the right to direct, in its sole discretion, all activities of the Licensee at the Airport in the event of an emergency.
 - vii. CWA reserves the right to direct Licensee's operations in the event that such operations are unreasonably interfering, in the reasonable discretion of Airport, with the use by others of the Airport; e.g., without limitation, to restrict the use of "public" areas of the Airline Terminal and public-access curbs, sidewalks and roadways in favor of the public.
 - viii. CWA reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Location and existing vehicle and pedestrian traffic patterns, as CWA deems appropriate without interference or hindrance by the Licensee, and CWA shall have no liability hereunder to Licensee by reason of any interruption to Licensee's operations on the Location occasioned by such Airport activities; provided, however, that CWA shall consult in advance with Licensee on such changes and if Licensee shall be unable to conduct reasonably

- normal seasonal business operations on the Location by reason of any such Airport activities, then the fees hereunder may be subject to equitable adjustment during the period of such interruption.
- ix. CWA reserves the right, in its sole discretion, to enter into agreements for the financing or refinancing of the Airport and Licensee agrees to cooperate in providing information to prospective lenders and in providing estoppel certificates and similar documents, if so requested.
- x. CWA reserves the right to prohibit any commercial or non-commercial activity by any party on the Airport, unless that activity has express prior, written permission from CWA.
- xi. CWA reserves the right to establish and enforce reasonable rules and regulations for the conduct of activities and uses permitted herein and also to promulgate minimum standards for the conduct of commercial activities related hereto.
- f. <u>CWA Obligation</u>. It is of primary importance to all parties that commercial advertising services are of the highest quality to users of the Airport. To this end, CWA agrees to provide the following services in support of the operation:
 - i. Cleaning –provide cleaning and dusting as needed to displays in the Location.
 - ii. Keep the structure and exterior of the airport terminal and the interior common areas in good condition and repair.
 - iii. Purchase, install, repair, and/or maintain monitors, and signage structure in the Location.
 - iv. Place and remove advertisements static, displays and digital.
 - v. Establish and maintain and "Explore" tab on CWA website to promote advertisers.
- g. <u>Complaint Procedure</u>. The parties acknowledge that it is in the public interest and to their mutual benefit that first class family-oriented advertising content be made available to the public in a prompt, efficient and courteous manner. To that end, Licensee and CWA shall meet together from time to time, upon the written request of CWA, for the purpose of addressing any complaints which have been received by CWA and reviewing in general the services being furnished by Licensee from each Location. Licensee agrees to promptly undertake such action as may be reasonable and appropriate to remedy the situation giving rise to any such complaints and/or any operational deficiencies noted by CWA.

4. FEES AND CHARGES, PAYMENTS, AND REPORTS AND AUDITS

- a. <u>Fees and Charges</u>. The fees and charges for the occupancy and use of the Locations for the term of this License and Permit shall be due and payable, without deduction or set-off, as follows:
 - i. Sum equal to seventy percent (70%) of Gross Sales to be paid quarterly.
 - ii. For purposes of this Agreement, a "Contract Year" shall be July 1 through June 30 annually.
 - iii. CWA shall be entitled to assess a late fee for any amounts that are past due under this Agreement. Said accounting statement to be in form approved or required by the Assistant Airport Director Finance and signed and certified to be complete and accurate by an employee of the Licensee authorized to make such a certification.
 - iv. Immediately upon Licensee's receipts of revenues from its activities hereunder, such funds representing the percentage fee amounts or, and other fees and charges payable to CWA under the terms of this Agreement, shall be vested in and become the property of CWA and the Licensee shall hold and be responsible for said funds as a Trustee thereof until the same are delivered to CWA.
 - v. "Gross Receipts, Gross Revenues, Gross Sales" as used in this Agreement shall mean:
 - 1. All sums chargeable received from the sales of space in the airport advertising displays whether on a daily, weekly, monthly or any other period of time basis.
 - 2. Minus the following deductions:
 - a. Federal State or local sales taxes separately stated and collected from customers;

- b. Amounts Licensee identifies as refunds or customer service adjustments, as long as such refunds and adjustments are separately identified and documented.
- 3. All revenues excluded under this paragraph shall be reported to CWA by Licensee and subject to verification and audit as provided herein.
- vi. If, during the term of this Agreement, additional areas, facilities or Locations are made available by or permitted by CWA for occupancy and use by Licensee, Licensee and CWA shall enter into good faith negotiations for the commercially reasonable fees or charges to be paid by Licensee prior to such additional use and occupancy.
- b. <u>Payments and Security</u>. The payments of the fees and charges required above and the security for those payments and for other obligations of Licensee under this Agreement shall be made and delivered as follows:
 - i. The percentage fee payments herein shall be due and payable in arrears on the First (1st) day of each quarter-year during the license term (and for the first quarter-year after the expiration of the term) for the gross revenues or gross receipts accrued in the next preceding quarter-year. If the 1st day of the quarter-year is a Saturday, Sunday or legal holiday, that payment shall be due on the next succeeding business day.
 - ii. All payments shall be made in the office of the Marathon County Treasurer, 500 Forest Street, Wausau, WI, 54403, with a simultaneous copy to the Airport Director. All delinquent payments shall accrue default interest on any unpaid and delinquent balance on the first day of every month so delinquent at the rate of one and one half percent (1.5%) on the unpaid balance, compounded monthly; default interest shall be due and payable without demand with the next regular payment due. Amounts received shall be credited first to accrued interest and then to accrued and current payments.
- c. <u>Licensee Reports/Books and Records; CWA's Right to Audit.</u> The rights and obligations of the parties with respect to Licensee's reports and books of account are as follows:
 - i. Licensee shall file the following reports:
 - As stated above, at the same time that the Licensee is obligated to pay its percentage of
 gross receipts herein, Licensee shall provide the Airport Director with an itemized
 statement showing the gross amount of revenues or receipts Licensee charged during
 the preceding calendar month.
 - 2. The itemized statement shall be signed and certified as complete and correct by an official of Licensee authorized to so certify, and shall be in a form acceptable to CWA.
 - a. The itemized statement shall contain a list of each advertiser by name and the amount paid by each advertiser and any adjustment made to the amount.
 - b. The itemized statement shall also contain the total of the revenue generated by airport advertising each month and a running total of the total year to date revenue amount.
 - c. The itemized statement will include the calculated amount due CWA.
 - 3. Statements shall be signed and certified as complete and correct by an official of Licensee authorized to so certify.
 - 4. Within ninety (90) days after the end of every operations year, and at the expiration of the License term and prior to the assignment of Licensee's rights hereunder, Licensee, at its expense, shall have prepared and filed with the Airport Financial Statements from

and relating to this Location, which certain statements shall be compiled by Licensee's Certified Public Accountant and shall include statements of revenues and gross receipts reportable, includable and excludable under this Agreement. Financial Statements, audits and audit reports shall be completed and certified by the accountants and auditors to be in accordance with Licensee's "Other Comprehensive Basis of Accounting" (OCBA) as promulgated by the American Institute of Certified Public Accountants.

- ii. Licensee shall maintain full and accurate books of account and records from which "gross revenue" and "gross receipts," as defined herein, the amount and nature of all business transacted on or though the Airport Location, and the amount of percentage owed CWA hereunder, can be determined and verified, according to standards and accepted accounting and auditing practices. The books of account and records that Licensee must maintain must include, but need not be limited to, legible, true and accurate copies of all written and electronic records and reports kept in the normal course of Licensee's business including, without limitation,. These books and records shall be maintained on a current basis and shall be stored for a period of at least thirty-six (36) months from the end of each monthly period, or for such longer period time as CWA reasonably may direct in writing. If such records are not stored within Airport, it shall be Licensee's responsibility, at its expense, to promptly make such records, upon request, available to CWA, or its representatives, in a time, manner and format to the satisfaction of CWA, in its reasonable discretion.
- iii. Licensee's financial record keeping and reporting systems for all business conducted on or through the Airport Location or subject to this agreement shall include, without limitation, as follows:
 - 1. Adequate financial controls, under generally accepted accounting principles and auditing standards, to ensure complete and accurate recording and reporting of all revenues, including commissionable revenues.
 - 2. Any other documents or procedures, which, in the reasonable discretion of CWA, are necessary or useful to determine or verify Licensee's obligations hereunder. Such new documents or procedures shall be used or instituted a reasonable time after written notice thereof has been sent by CWA to Licensee.
- iv. CWA may, annually, at the end of the term herein, or upon a request by Licensee of assignments of its rights hereunder, unless expressly waived by CWA, conduct audits of Licensee's books of accounts and records, which audits shall be conducted upon reasonable notice to Licensee and during normal weekday business hours. For purposes of this License and Use Agreement, the annual audit period shall be deemed to commence on July 1st of each year of the Agreement and to conclude on June 30th of the ensuing year. In performing said audits, CWA shall be entitled to review, and Licensee shall be obligated promptly to provide to CWA upon demand therefore, all of the books of account and records that Licensee is obligated to maintain pursuant hereto, as well as other records, documents and files in Licensee's possession, custody or control during the term hereof that CWA, or its auditor, determines, in its sole discretion, are useful, relevant or necessary to determine or verify the correct amount of reportable, includable and excludable revenues, and gross receipts enjoyed by Licensee, and the correct amount of percentage rental owed by Licensee to CWA, for the period involved. Should Licensee fail to maintain the books of account and records required to be maintained pursuant hereto, or should License fail to deliver and enable CWA or its auditor to review Licensee's books and records, and other documents and files, as required by this subparagraph, said default is agreed by the parties to be a material breach of this Licensee Agreement and Licensee shall pay, as

- liquidated damages for such breach, an additional amount equal to fifty (50%) percent of the verifiable costs, fee, payments and changes due from Licensee hereunder for the period in question; provided, however, that Licensee shall only pay these damages for failure to keep required records if such requirements are reasonable in light of Licensee's business practices (as such practices may be modified by a CWA request hereunder) and generally accepted accounting principles and auditing standards.
- v. If any audit shows percentage compensation and other fees and changes that should have been paid to CWA by Licensee pursuant to this Agreement were understated or underpaid for any period involved (including, expressly, revenues from business), Licensee shall, within thirty (30) day notice by CWA of any such deficiency, pay to CWA the full amount underpaid, plus two percent (2%) interest per month, calculated as provided above, and such underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. If the amount of underpayment exceeds two (2%) percent of the total percentage compensation that was owed by Licensee to CWA for the period involved, Licensee, in addition to paying CWA the underpayment owed and the interest accrued thereon, shall within thirty (30) days notice by CWA reimburse CWA for the cost of the audit not to exceed Thirty-Five Hundred Dollars (\$3,500.00). If the audit discloses overpayment of the percentage compensation paid to CWA by Licensee, CWA shall refund the amount of overpayment to Licensee, within thirty (30) day of said audit.
- vi. CWA shall hold all information obtained from any such audit in confidence, except as may be necessary to enforce CWA's rights under this Agreement, except with respect to tax proceedings, and except with respect to any legal requirements or Court Order to disclose said information.
- vii. One Hundred Eighty (180) days after Licensee's annual audit report has been received by CWA or, whichever is later, the date all supplemental documents requested by CWA have been received by CWA, CWA shall release Licensee from any liability for underreporting or underpayment hereunder, unless CWA shall have given written notice, within that period, of any claims for inadequate or deficient reporting or payment. Once such notice is given, the parties shall expeditiously and in good faith cooperate to resolve the matters contained in the notice(s).
- viii. Prior to any assignments, conveyance or transfer by License of this License or any rights or obligations hereunder requiring approval of CWA, CWA shall be entitled to an audit as defined here in above at the sole expense of the Licensee.

5. **GENERAL PROVISIONS**

- a. <u>Coordination with other Airport Users</u>. CWA and Licensee acknowledge that each has rights and obligations arising from various third-party agreements with other Airport users. CWA and Licensee agree to cooperate with each other to effectuate these third-party agreements, so as long as such agreements are not illegal, impossible or do not reasonably interfere with Airport operations or conflict with the rights and obligations of the various parties hereunder.
- b. <u>Compliance with Applicable Laws and Regulations</u>. In connection with its occupancy and use of the Location and the conduct of its operation thereon, the Licensee shall:
 - i. Comply with all applicable laws, rules and regulations of the United States of America, the State of Wisconsin and any and all departments and agencies thereof, as the same may now exist or may be hereafter promulgated or amended from time to time. Licensee acknowledges that the Central Wisconsin Joint Airport Board has the continuing authority and obligation to enact Airport regulations including:
 - 1. Airport Rules in Regulations
 - 2. Airport minimum standards
 - 3. Airport Certification Manual;
 - 4. Airport Security Program

- ii. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Licensee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Licensee or contractor agrees to include this statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
- iii. Pay all business/personal property taxes assessed against Licensee's personal property situated upon the Location and all other taxes lawfully assessed against Licensee by reason of Licensee's use and occupancy of the location in the conduct of Licensee's business thereon.
- iv. Comply with the rules and practices as set forth in the current Airport Security Program as amended from time to time. Any fines assessed against the airport by the TSA because of the Licensee's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Licensee, its employees or agents will be paid promptly upon demand to CWA by the Licensee.

c. Airport Concession Disadvantaged Business Enterprise.(ACDBE)

Licensee shall provide an annual report of ACDBE Participation in the format prescribed by CWA by November 30 of each year. In addition, Licensee shall provide all information and reports required by CWA and shall permit access to its books, records, accounts and other sources of information and its facilities as may be determined by CWA to be pertinent to ascertain compliance with the regulations or directives.

CWA may amend its ACDBE Program, as required by the FAA and/or that ACDBE Program, including the percentage goal, and/or might amend that ACDBE Program consistent with amendment of applicable federal law. Licensee shall use good faith efforts to comply with any such amendment consistent with federal law and the terms of the ACDBE Program.

As applicable, and consistent with all other terms hereof, Licensee shall abide and be bound by CWA's ACDBE Program adopted and as it might be amended pursuant to 49 C.F.R. Parts 23 and 26. In accordance with those 49 C.F.R. Parts 23 and 26, the CWA has implemented an ACDBE Program under which qualified firms may have the opportunity to operate an Airport concession. Licensee shall use good faith efforts, as defined by federal law and that ACDBE program, to achieve any ACDBE participation goal of 1%; as such goal might be revised.

- d. <u>Modifications, Alterations and Improvements</u>. The Locations may be modified, altered or improved by the parties under the following procedures, terms and conditions:
 - i. By Licensee: Licensee shall make no modifications, alterations or improvements to the Location without the prior written consent of CWA and upon such terms and conditions as the CWA shall require, in its sole discretion. Any improvements or alterations to the Location with respect to which CWA has given its written consent, shall be done at Licensee's sole cost and expense and Licensee shall not cause or permit any statutory claims or liens to be filed against the Location or other improvements thereon by reason thereof and hereby does indemnify the CWA against all costs and liabilities arising from such claims or liens filed as a result of Licensee's activities. Any such improvements or alterations to the Location made by Licensee shall become the property of the CWA upon the termination of the License and shall be surrendered with the Location and as a part thereof, unless otherwise agreed upon in writing between the CWA and the Licensee.
 - ii. By CWA: The CWA may make modifications, alterations or improvements to the Location, after reasonable notice to and comment from Licensee, if such modifications, alterations or

improvements do not result in permanent unreasonable interference with the conduct of Licensee's business thereon and there from.

- e. <u>Utilities.</u> CWA shall, at no additional cost to Licensee, provide common heat, trash removal from areas open to the public, lighting and ventilation in connection with the Licensee's space in the airport terminal. All other utility services and charges, including telephones, shall be provided by Licensee at its own cost. Licensee shall permit no liens or claims against the Location arising from unpaid or disputed utility bills and hereby does indemnify the CWA from costs or liabilities arising therefrom. If, during this License term, the CWA is required to increase its water, sewer, gas or electrical service and such increase requires a capital contribution from the CWA, Licensee, if it consumes the increased utility, agrees to pay a pro-rated, reasonably-amortized portion of said increase.
- f. <u>Licensee's Personal Property/Trademarks</u>. All personal property, equipment, furnishings, decorations and trade fixtures placed upon the Location by Licensee shall be at Licensee's sole risk, and CWA shall not be liable for damage to or loss of such personal property or trade fixtures arising from the acts or omissions of any persons or from any causes whatsoever, except from the acts or omissions of CWA, its agents and employees. Licensee represents that it is (and will be for the entire term hereof) the owner of or fully authorized to use any and all services, processes, machines, articles, trade names, trademarks, logos or slogans to be used by it in its operations under or in any way connected with this Agreement. Licensee agrees to save and hold the CWA, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit, demand or claim for damages in connection with any actual or alleged infringement of any patent, trademark, or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Licensee under or in any way connected with this Agreement.
 - i. <u>Substitution of Airport Facilities.</u> CWA may build or provide, or cause to be built or provided, substitute facilities at the Airport. In the event of the construction and occupancy of new or substitute facilities at the Airport during the term of this Agreement, and if, in the opinion of CWA, the Location shall be wholly or partially required for other operations of the Airport or if the use of the Location should be changed or abated by reason of other operations of the Airport, then the following shall apply:
 - 1. CWA shall substitute for the Location another area at the Airport of comparable size and with comparable facilities and shall, at CWA's expense, provide thereon facilities reasonably comparable to the facilities existing on the Location, either by the relocation of the existing facilities and/or by the construction of new facilities.
 - Licensee agrees to accept such other area at the Airport and the facilities to be provided thereon by CWA in substitution for the Location and agrees to promptly relocate its operations to such other area at its expense.
 - 3. CWA shall schedule the preparation of such substituted area and shall affect such substitution and relocation of the Licensee's operations in such manner as shall not result in the unreasonable interruption of the conduct of Licensee's operations.
- g. Destruction of Buildings and Other Improvements. If the buildings and other improvements upon the Location shall be rendered untenantable by fire or other casualty, CWA shall, at CWA's cost (subject to and secondary to Licensee's obligation, if any, to provide fire and casualty insurance for the Location, as provided below), restore and repair the same to tenantable condition as speedily as possible and the fees and charges for the occupancy of the untenantable space shall be abated, in whole or in part, during the period of such restoration and repair according to the portion of the buildings or other improvements so rendered untenantable; except that there shall be no abatement of rent if such fire or other casualty shall be caused by the intentional acts or negligent acts or omissions of Licensee, its agents, employees, invitees or licensees. Notwithstanding the foregoing, CWA shall not be obligated to expend in the restoration and repair of any buildings or other improvements so damaged by fire or other casualty in excess of the insurance proceeds received by CWA by reason thereof. If such insurance

proceeds are insufficient to pay in full the costs of such restoration and repair, CWA shall not be obligated to undertake such restoration and repair, unless Licensee shall agree to contribute to the costs of such restoration and repair in an amount equal to such deficiency.

h. Indemnity and Insurance Requirements.

- i. The Licensee (including, by definition here and hereinafter, its officials, employees, agents and representatives, sub, Licensees and suppliers), shall and hereby does release, discharge, indemnify and hold harmless the CWA and its officials, employees, agents and representatives from and against liability for any claim, demand, loss, damages, penalty, judgment, expenses, costs (including costs of investigation and defense), fees (including reasonable attorney and expert witness fees) or compensation in any form or kind whatsoever for any bodily injury, death, personal injury, or property damage arising out of or in connection with any negligent act, intentional act, error or omission by the Licensee, and for any consequential liability alleged to accrue against the CWA on account of the Licensee's acts, errors or omissions; provided, however, that such indemnity shall not be construed as an indemnity for bodily injury or property damage arising from the sole negligence of the CWA or its employees.
- ii. The Licensee further shall investigate process, respond to, adjust, provide defense for and defend, pay or settle all claims, demands, or lawsuits related hereto 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.
- iii. In whole or in part, the Licensee shall secure and maintain for the term of its contractual relationship with the CWA such insurance policies, from companies licensed in the State of Wisconsin, as will protect itself, the CWA and others as specified from claims for bodily injuries, death, personal injury or property damage, which may arise out of or result from the Licensee's acts, errors or omissions. The following insurance coverage, at or above the limits indicated and including such endorsements are required:

1. Statutory Workers' Compensation: Wisconsin statutory minimums

2. Commercial General Liability: \$1,000,000.00

3. Media Professional Liability: \$1,000,000.00 each claim

4. Proof of Insurance:

- a. To provide evidence of the required insurance coverage, copies of Certificates of Insurance in a form acceptable to the CWA shall be filed with the CWA no later than ten (10) calendar days prior to commencement of operations affecting the CWA. Failure to file or maintain acceptable Certificates of Insurance with the 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 canceled or materially altered unless at least thirty (30) calendar days prior written notice by certified mail, return receipt requested (effective upon proper mailing), has been sent to the Airport Director. (For purposes of this provision, "materially altered" shall mean a change affecting the coverage's required herein, including a change to policy limits as set out in the then-current policy declarations page).
- b. Licensee agrees that if requested by the Airport Director at any time during the term of this agreement, the Licensee shall file with the Airport Director a certified statement as to claims pending against the required coverages, reserves established because of such claims, defense costs expended and amounts remaining on policy limits within 30 days of the request.
- c. Certificates of Insurance for all renewal policies shall be delivered to the CWA 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.

- d. The CWA reserves the right to request and receive a copy of any policy and any policy endorsement at any time during the term of this contract.
- i. <u>Rights of Seizure.</u> CWA shall not be liable in any respect to Licensee in the event of any seizure of all or any part of the Location, or the buildings and other improvements located thereon, by the United States of America or the State of Wisconsin in time of war or other national emergency; provided, that the fees provided hereunder shall abate during such period of seizure to the extent that such seizure shall interfere with Licensee's ability to conduct its business upon the Location.
- j. <u>Assignment.</u> Licensee shall not, by act or operation of law, assign this License and Use Agreement, any interest herein, any right or obligation of Licensee hereunder, or a controlling interest in the ownership or operation of Licensee's business entity, without the prior written consent of CWA, which consent shall not be unreasonably withheld. In support of its right to approve proposed assignments, the CWA may require, in advance of any proposed transaction restricted hereby, Licensee to provide evidence of the successful relevant business experience and business and financial stability of the assignee/transferee, in the CWA's reasonable commercial discretion, and an audit of and full payment of all costs, fees and charges to the effective date of the proposed transaction.
- k. Relationship of Parties. It is the intent and agreement of the CWA and the Licensee that they shall have the relationship respectively of Licensor/Licensee and Permittor/Permittee hereunder, and nothing contained herein shall be deemed or construed to constitute the parties as partners or joint ventures, and in no event shall CWA be liable for any loss which may result from the operations of Licensee upon the Location or for any indebtedness incurred by Licensee in the operation of its business on the Location or for the claims of third parties against Licensee in the conduct of its business. In addition, CWA shall not be liable in any manner to the Licensee for any damages the Licensee may incur due to the inability of the CWA to deliver possession of the Location, or any part thereof, to the Licensee for reasons beyond the reasonable control of the CWA.
- I. <u>Non-Liability of CWA's Agents and Employees.</u> No official, agent, or employee of CWA shall be personally liable to Licensee in the event of any default or breach hereunder by CWA.
- m. <u>Default and Termination:</u> The standards and procedure for declaration of default and termination of this Agreement shall be as follows:
 - i. The following events are to be considered Incidents of Default hereunder:
 - 1. Failure to make full and timely payments of Minimum Annual Guarantees, percentage fees or any other fees or charges due and payable hereunder; or
 - 2. The creation, maintenance, failure to correct or sufferance of a dangerous or hazardous condition on or emanating from the Location; or
 - 3. Failure to provide and maintain current, all required types and amounts of insurance and proof thereof; or
 - 4. Making an assignment, conveyance or transfer of Licensee's rights and obligations hereunder without the consent of CWA; or
 - 5. Making or becoming subject to a voluntary or involuntary petition for receivership or bankruptcy, declaration of insolvency or assignment for the benefit of creditors; or
 - 6. Failure to comply with any other obligation under this License and Use Agreement.
 - ii. Notice of Defaults/Right to Cure. The party aggrieved by an Incident of Default hereunder shall declare a default hereunder by delivering a written Notice of Default to the other party (and its surety, if applicable), which Notice shall specify the Incident(s) of Default asserted and a specific cure therefore. After the effective date of such Notice, the time periods for cure shall be:
 - 1. Within three (3) business days if the default is maintenance of a hazardous condition or failure to maintain and/or prove required insurance coverage(s); or
 - 2. Within ten (10) calendar days if the default is failure to make full and timely payments hereunder; or

- 3. Within twenty (20) calendar days if the default is in the performance of any other obligation or conditions to be performed under the provisions of this Agreement.
 - If, in the discretion of the aggrieved party, the cure required cannot reasonably be completed within the foregoing time periods and the cure is promptly undertaken by the defaulting party and diligently prosecuted, the aggrieved party will, upon request and proof of these mitigating circumstances, extend the period to cure by a reasonable time. In the event of multiple Incidents of Default, the cure periods above shall be concurrent, not consecutive.
- iii. Notice of Termination/Right to Re-enter. If such Incident(s) of Default are noticed as provide herein and remain uncured after the cure period specified, the aggrieved party may thereafter terminate this Agreement and the defaulting party's rights hereunder by delivery of written Notice of Termination to the defaulting party, which Notice shall be effective on the date delivered to the defaulting party. Upon termination of this Agreement by CWA, CWA may reenter the Location and remove all persons and property there from, using all necessary force to do so.
- iv. Remedy Not Exclusive. The parties shall have such other rights and remedies as may be provided for by law or in equity, including damages.
- n. <u>Notices.</u> All notices required or authorized to be given hereunder shall be in writing and shall be served upon the party entitled thereto either by personal delivery to such party or by certified mail, return receipt requested, addressed to such party at its address appearing on the signature page of this License, or at such other address as either party may so notify the other party of in writing. Any such notice shall be deemed to have been received on the date so delivered personally to the party entitled thereto or three (3) business days after the same has been properly deposited in the United States mail, with postage thereon fully prepaid, as aforesaid.
- o. <u>Gratuities and Kickbacks.</u> It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept form another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. I shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.
- p. <u>Independent Contractor Status</u>. The parties hereto agree that Licensee, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of CWA. The Licensee shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of CWA are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by CWA on behalf of the Licensee. Neither CWA nor Licensee will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever. Furthermore, Licensee agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venturer with, or partner of, CWA.
- q. General Provisions.

- i. This License contains the entire agreement of the parties and there have been no oral or written promises, representations or agreements, either express or implied, except as expressly set forth herein. Any and all prior agreements or understandings between the parties are expressly agreed to have merged herein.
- ii. The provisions of this License shall be severable and the invalidity of any provision hereof shall not affect the validity of any other provision hereof.
- iii. This License may be modified or amended or supplemented only by an instrument in writing signed by the parties hereto. The CWA's representative for the administration of this Agreement shall be the Airport Director; provided, however, that all matters affecting material terms of this Agreement, including term, fees and charges and use of Location by Licensee, shall only be modified or amended by a writing approved by the airport board.
- iv. The Failure of either party hereto to exercise any right or remedy hereunder shall not be deemed a waiver thereof or a waiver of the right to exercise the same at any future time, or the waiver of any other right or remedy hereunder. No waiver by either party or any right of remedy hereunder shall be effective unless in writing signed by the party.
- v. The parties agree that this Agreement was negotiated by the parties hereto mutually, that each has had adequate opportunity to review this Agreement and to consult with legal and other counsel, and agree that no legal presumption shall arise as a result of the identity of the drafter of this Agreement or any presumed unequal status arising therefrom.
- vi. If either party to this Agreement incurs attorney's fees and/or costs in connection with the declaration of a Default hereunder or any other legal proceeding to interpret, protect or enforce any of its rights hereunder, the party prevailing in such proceeding shall be entitled to recover its reasonable attorney's fees and costs in connections with such proceeding.
- vii. This License shall be governed by and construed in accordance with the laws of the State of Wisconsin and venue is agreed to be exclusively in the courts of Marathon County, Wisconsin.
- r. Authority of Licensee's Representative. As an inducement to the CWA to execute this Agreement, the undersigned officer of Licensee represents that he/she is expressly authorized to execute this Agreement and to bind Licensee to the terms and conditions hereof and acknowledges that the CWA is relying on this representation, authorization and execution.

set forth below.

IN WITNESS WI	EREOF, the parties hereto have caused this instrument to be executed as of the dates
LICENSEE:	TravelHost of Central Wisconsin
Ву:	Wayne Ripp 9888 Riveredge Dr. Marshfield, WI 54449
LICENSOR:	Central Wisconsin Joint Airport Board
By:	
	Sara Guild - Airport Board Chair 100 CWA Dr. Suite 227

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 36 x 87 double sided displays; \$300/mo

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CWA Legislative Update – June 2021

FAA Announces Shannetta Griffin as New Associate Administrator for Airports (Source AAAE Regulatory Alert)

June 7, 2021

Late Monday the Federal Aviation Administration (FAA) announced that Shannetta R. Griffin, P.E., is the agency's new Associate Administrator for the Office of Airports.

Ms. Griffin comes to FAA with more than 30 years of experience in the airport industry. She previously served as the Chief Development Officer at the Columbus Regional Airport Authority. She has also held positions at the Indianapolis Airport Authority, Hartsfield-Jackson Atlanta International Airport, and CDM Smith. She has been active in the Airport Minority Advisory Council (AMAC) for over 30 years and is a graduate of the University of Toledo.

Ms. Griffin replaces Winsome Lenfert who has been Acting Associate Administrator for Airports since January 11 when former Associate Administrator Kirk Shaffer resigned from the position. Ms. Lenfert resumes her role at FAA Office of Airports as Deputy Associate Administrator.

CDC Issues Revised Face Mask Requirements for Outdoor Spaces at Airports (Source AAAE Airport Alert)

June 10, 2021

This afternoon, the Centers for Disease Control and Prevention (CDC) announced that it will be amending its face mask Order so that people are not required to wear a mask while outdoors on the premise of transportation hubs, like airports, or in outdoor areas of conveyances (if such outdoor areas exists). CDC stated that it understands "outdoors" to refer to any open-air area.

As part of this announcement, CDC stated that, until it can amend the Order, it will exercise its enforcement discretion to not require wearing a mask in outdoor areas of transportation conveyances (if such outdoor areas exist on the conveyance) or while outdoors at transportation hubs. CDC requested that its "federal partners and any cooperating state and local entities exercise similar enforcement discretion."

To that end, based on discussions with the Transportation Security Administration (TSA), AAAE expects the agency to update its Frequently Asked Questions about face mask usage in outdoor areas shortly. TSA has already adopted an enforcement philosophy focused on passengers in the terminal areas of airports. TSA has indicated that the agency will not update its Security Directive (SD-1542-21-01A) until CDC revises its Order.

CDC reinforced that "conveyance operators must continue to require all people onboard to wear masks when boarding and disembarking, and for the duration of travel, unless they are located in outdoor areas of the conveyance (if such outdoor areas exist on the conveyance). Operators of transportation hubs must require all persons to wear a mask when entering or while located in the indoor premises of a transportation hub."

CDC continues to recommend people who are not fully vaccinated wear masks in these areas.

This announcement does not affect any existing exemptions or exclusions contained in the original Order.

AAAE has been consistently asking CDC and TSA to relax the outdoor face mask requirements at airports since CDC's April 27, 2021 decision that fully vaccinated people were not required to wear face masks outdoors.

JFC Motion on DNR (Source WisPolitics.com)

June 11, 2021

-- The Knowles-Nelson Stewardship program would be renewed for four years with \$32 million annually under a motion the Joint Finance Committee approved along party lines.

That money for preservation and recreation initiatives was well short of the 10 years and \$70 million annually that Gov. Tony Evers had proposed. The GOP approach also would include \$24 million in bonding annually and \$8 million from the conservation fund to cover project costs.

Sen. Joan Ballweg, R-Markesan, noted Evers only sought a two-year extension of the stewardship program in the 2019-21 budget rather than the typical ask from guvs for approval for another 10 years. She said that gave lawmakers the opportunity to do a closer look at how the program is funded.

"We are, I believe, rightsizing this program," Ballweg said.

The stewardship provision was part of a larger motion on the Department of Natural Resources. It included putting \$1 million in the committee's supplemental appropriation to cover the collection and disposal of PFAS-containing firefighting foam.

Rep. Greta Neubauer, D-Racine, accused her GOP colleagues of not having the political will to stand up to Wisconsin Manufacturers & Commerce, the state's largest business group, and take bolder measures on water quality and the environment.

"A step in the right direction just is not enough when it comes to these issues," she said.

Some of the other provisions in the motion include:

*\$10 million in general purpose revenue-supported borrowing for dam safety grants.

*and \$4 million in bonding authority for the removal of contaminated sediments in Lake Michigan, Lake Superior and their tributaries.

Read the motion:

https://www.wispolitics.com/wp-content/uploads/2021/06/210610DNR.pdf

Key, Bipartisan Group of Senators Releases Details of Yet Another Infrastructure Plan (Source AAAE Airport Alert)

June 11, 2021

Following the collapse of bipartisan talks earlier this week between President Biden and Senator Shelley Moore Capito (R-WV), a bipartisan group of five Democratic and five Republican Senators, including Republican Senators Mitt Romney (R-UT), Rob Portman (R-OH), Susan Collins (R-ME), Lisa Murkowski (R-AK), and Bill Cassidy (R-LA), as well as Democratic Senators Joe Manchin (D-WV), Kyrsten Sinema (D-AZ), Jon Tester (D-MT), Jeanne Shaheen (D-NH), and Mark Warner (D-VA), released their opening offer in ongoing infrastructure negotiations with the White House.

The bipartisan infrastructure plan would spend \$974 billion over five years or \$1.2 trillion over eight years and includes \$579 billion in new spending above the current baseline. It is being reported that the plan is completely paid for without raising taxes by, instead, utilizing leftover COVID-19 relief money and indexing the gas tax to inflation, among other things.

For airports, the bipartisan proposal includes \$44 billion, which we understand assumes current, baseline spending for the Airport Improvement Program (AIP) over eight years totaling \$31 billion, plus a one-time increase of \$13 billion. While this is \$3 billion more than the House Problem Solvers' plan released on Tuesday, it is still significantly less than President Biden's American Jobs Plan and the earlier Senate Republican Roadmap, which both proposed about \$25 billion in new funding to upgrade airports.

This proposal is an important development in the negotiations for the simple reason that it is supported by both Senators Manchin and Sinema, two key votes that Senate Majority Leader Chuck Schumer (D-NY) is reliant upon if he were to instead proceed with the partisan reconciliation process.

However, the initial reaction to the proposal's details have been poor, especially among Democrats. The White House immediately said that it would not accept any plan with a gas tax indexed to inflation because that would violate President Biden's pledge to not raise taxes on individuals making \$400,000 a year. Additionally, while the plan includes a number of line items to address climate change, some progressive Democrats have indicated that it's unlikely to be enough to win their vote. Finally, Senate Finance Committee Chairman Ron Wyden (D-OR), whose committee has jurisdiction over the funding mechanisms for the plan, has already said that that the bipartisan negotiations have produced nothing acceptable to Democrats and that it is time to do an infrastructure bill in reconciliation.

It is unclear whether President Biden will engage further with the bipartisan group, or, if he will instead choose to formally pull the plug on all negotiations and take his chances with reconciliation. Either way, time is running out and the president will have to make a decision soon.

As we enter what could be the final days of negotiations, now more than ever, it is critical that airports remain persistent and continue to articulate their significant infrastructure needs with their Congressional delegations. AAAE will continue to advocate for additional airport funding – including increased federal support and an overdue adjustment to the federal cap on local PFCs – in whatever package ultimately is agreed upon.

CENTRAL WISCONSIN AIRPORT STATISTICAL REPORT SUMMARY - MAY 2020 - 2021

15-Jun-21

	2020 MONTH	2021 MONTH	% CHGE. 20-21	2020 Y-T-D	2021 Y-T-D	% CHGE. 20-21
	WOITH	WOITH	2021		115	2021
ACTUAL LANDINGS						
AMERICAN	20	84	320.0%	293	222	-24.2%
UNITED	23	31	34.8%	264	192	-27.3%
DELTA	43	121	181.4%	445	460	3.4%
CHARTERS	0	0	0.0%	4	3	-25.0%
TOTAL OPERATIONS	172	472	174.4%	2,012	1,754	-12.8%
ATCT OPERATIONS	828	1,148	38.6%	4,483	4,695	4.7%
AIRLINE CANCELLATIONS						
AMERICAN	0	0	0.0%	32	4	-87.5%
UNITED	0	0	0.0%	2	0	-100.0%
DELTA	2	0	-100.0%	34	0	-100.0%
TOTAL CANCELLATIONS	2	0	-100.0%	68	4	-94.1%
ENPLANED PASSENGERS						
AMERICAN	532	2,882	441.7%	9,321	8,355	-10.4%
UNITED	240	1,138	374.2%	7,792	6,455	-17.2%
DELTA	421	3,503	732.1%	11,923	11,565	-3.0%
CHARTERS	0	0	0.0%	573	199	-65.3%
TOTAL ENPLANED PASSENGERS	1,193	7,523	530.6%	29,609	26,574	-10.3%
DEPLANED PASSENGERS						
AMERICAN	503	2,978	492.0%	8,096	8,049	-0.6%
UNITED	251	1,191	374.5%	7,562	6,226	-17.7%
DELTA	429	3,908	811.0%	12,160	11,803	
CHARTERS	0	0	0.0%	573	199	-65.3%
TOTAL DEPLANED PASSENGERS	1,183	8,077	582.8%	28,391	26,277	-7.4%
AIR FREIGHT - AMERICAN	0	0	0.0%	277	0	-100.0%
AIR FREIGHT - UNITED	0	0	0.0%	0	0	0.0%
AIR FREIGHT - DELTA	1,168	3,013	158.0%	9,860	14,605	48.1%
TOTAL AIRFREIGHT - AIRLINES	1,168	3,013	158.0%	10,137	14,605	44.1%
TOTAL AIRFREIGHT -GENERAL AVIATION	127,516	143,075	12.2%	667,982	711,157	
AIRLINES & GEN AVIATION-AIR FREIGHT	128,684	146,088	13.5%	678,119	725,762	7.0%

LOAD FACTOR-CURRENT MONTH	SEATS	PAX	FACTOR
AMERICAN	4,200	2,882	68.6%
UNITED	1,550	1,138	73.4%
DELTA	6,076	3,503	57.7%

CENTRAL WISCONSIN AIRPORT STATISTICAL REPORT SUMMARY - MAY MONTHLY 2019 - 2021

	MAY 2019	MAY 2020	MAY 2021	% CHANGE 2019/2021	% CHANGE 2020/2021
ACTUAL LANDINGS					
AMERICAN	83	20	84	1.2%	320.0%
UNITED	92	23	31	-66.3%	34.8%
DELTA	144	43	121	-16.0%	181.4%
CHARTERS	2	0	0	-100.0%	0.0%
TOTAL OPERATIONS	642	172	472	-26.5%	174.4%
ATCT OPERATIONS	1,235	828	1,148	-7.0%	38.6%
AIRLINE CANCELLATIONS					
AMERICAN	0	0	0	0.0%	0.0%
UNITED	1	0	0	-100.0%	0.0%
DELTA	0	2	0	0.0%	-100.0%
TOTAL CANCELLATIONS	1	2	0	-100.0%	-100.0%
ENPLANED PASSENGERS					
AMERICAN	3,122	532	2,882	-7.7%	441.7%
UNITED	3,057	240	1,138	-62.8%	374.2%
DELTA	5,708	421	3,503	-38.6%	732.1%
CHARTERS	361	0	0	-100.0%	0.0%
TOTAL ENPLANED PASSENGERS	12,248	1,193	7,523	-38.6%	530.6%
DEPLANED PASSENGERS					
AMERICAN	3,182	503	2,978	-6.4%	492.0%
UNITED	3,285	251	1,191	-63.7%	374.5%
DELTA	5,850	429	3,908	-33.2%	811.0%
CHARTERS	361	0	0	-100.0%	0.0%
TOTAL DEPLANED PASSENGERS	12,678	1,183	8,077	-36.3%	582.8%
AIR FREIGHT - AMERICAN	100	0	0	-100.0%	0.0%
AIR FREIGHT - UNITED	0	0	0	0.0%	0.0%
AIR FREIGHT - DELTA	2,848	1,168	3,013	5.8%	158.0%
TOTAL AIRFREIGHT - AIRLINES	2,948	1,168	3,013	2.2%	158.0%
TOTAL AIRFREIGHT - GENERAL AVIATION	144,768	127,516	143,075	-1.2%	12.2%
AIRLINES & GENERAL AVIATION - AIR FREIGHT	147,716	128,684	146,088	-1.1%	13.5%

Central Wisconsin Airport – Flight Schedule June 18, 2021



Arrivals	s – Delta	<u>1</u>		Depar	tures – D	<u>elta</u>	
	10:23 11:22 16:22 16:57 20:50 21:04	from DTW from MSP from MSP from MSP from DTW	CRJ CRJ CRJ CRJ CRJ CRJ	5054 5139 5052 5116 5084 5002	06:00 07:00 11:00 12:10 17:02 17:40	to MSP to DTW to MSP to DTW to MSP to DTW	CRJ CRJ CRJ CRJ CRJ CRJ



Arrivals – United Airlines		Departures – United Airlines				
3833 12:37	from ORD	CRJ	3829	06:09	to ORD	CRJ
3850 20:56	from ORD	CRJ	4002	16:49	to ORD	CRJ



Arrivals – Am	erican Eagle		Depart	tures – A	merican Eagle	
4477 09:11	from ORD	ERJ	3788	07:36	to ORD	ERJ
4478 16:25	from ORD	ERJ	4477	09:36	to ORD	ERJ
4348 20:11	from ORD	ERJ	4478	16:53	to ORD	ERJ

<u>U</u>	pcoming	Charte	r Sched	<u>lule</u>		

MSP = Minneapolis ORD = Chicago O'Hare

DTW = Detroit

Total CWA Flights Daily = 11

	BUDGET 2021	MONTH OF MAY	YEAR TO DATE	% OF BUDGET
5409-53 FUEL SALES	30,000	0	11,574	38.6%
5410-53 FUEL FLOWAGE	35,000	0	9,646	27.6%
5411-53 LANDING FEES	300,000	31,736	91,127	30.4%
5418-53 RAMP CHARGES	50,000	5,093	25,634	51.3%
AIRFIELD	415,000	36,829	137,980	33.2%
5422-56 UTILITIES	450	0	0	0.0%
CONTROL TOWER	450	0	0	0.0%
5412-55 RENT	100,000	12,614	47,662	47.7%
5422-55 UTILITIES	3,000	0	0	0.0%
HANGAR	103,000	12,614	47,662	46.3%
5497-57 LABOR-CWA	1,000	0	0	0.0%
5498-57 MATERIALS-CWA	0	0	0	0.0%
5499-57 MISC-CWA	2,000	36	36	1.8%
MAINTENANCE SHOP	3,000	36	36	1.2%
5412-54 RENT	30,000	2,655	13,275	44.3%
5414-54 FARM LAND RENT	84,000	48,745	72,751	86.6%
5417-54 HWY BILLBOARDS	9,500	0	0	0.0%
5422-54 UTILITIES	0	0	0	0.0%
5432-54 CORPORATE HANGAR	100,000	7,949 	59,558	59.6%
NET LEASE	223,500	59,349	145,585	65.1%
5440-51 PARKING	900,000	67,529	262,589	29.2%
5412-52 RENT	970,000	82,881	395,500	40.8%
5416-52 ADVERTISING	20,000	575	4,250	21.3%
5422-52 UTILITIES	36,550	3,877	17,489	47.8%
5431-52 SECURITY	5,500	0	0	0.0%
5499-52 MISCELLANEOUS	23,000	0	11,132	48.4%
TERMINAL BUILDING	1,055,050	87,333	428,370	40.6%
TOTAL	2,700,000	263,691	1,022,222	37.9%
1210 SALES TAX DISCOUNT	0	20	32	
8110 INTEREST ON INVEST	30,000	0	0	
8310 SALE FIXED ASSETS	20,000	0	0	
8350 INS RECOV 8400 OTHER MISC REV	0	0 0	0	
8413 WORKERS COMP REIMB	0	0	0	
GRAND TOTAL	2,750,000	263,710	1,022,254	37.2%
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5419-53 PASSENGER FAC. CHGS.		28,164	99,769	49.9%
8110 PFC INTEREST	5,000	0	0	0.0%
TOTAL PASSENGER FACILITY CHGS.	205,000	28,164	99,769	48.7%
5420-52 CFC CAR RENTAL FEES	212,200	9,992	51,000	24.0%

CENTRAL WISCONSIN AIRPORT DISBURSEMENTS - MAY 2021

	2021	THIS	2021	YTD % of
	BUDGET	MONTH	YTD	BUDGET
PERSONAL SERVICES				
SALARIES	\$400,797.00	\$51,945.60	\$183,269.44	45.7%
WAGES	\$729,799.00	\$49,536.91	\$242,617.83	33.2%
EMPLOYEE BENEFITS	\$18,500.00	\$171.93	\$1,960.23	10.6%
EMPLOYER CONTRIBUTIONS	\$464,932.00	\$59,695.86	\$187,679.12	40.4%
SUB TOTAL	\$1,614,028.00	\$161,350.30	\$615,526.62	38.1%
CONTRACTUAL SERVICES				
PROFESSIONAL SERVICES	\$156,500.00	\$4,672.28	\$27,479.56	17.6%
UTILITY SERVICES	\$270,000.00	\$2,395.16	\$81,023.25	30.0%
REPAIR-MAINT/STREETS	\$10,000.00	\$2,067.00	\$3,059.15	30.6%
REPAIR-MAINT EQUIP/BUILDINGS	\$90,000.00	\$3,220.94	\$25,494.87	28.3%
CONTRACTUAL SERVICES	\$190,000.00	\$11,349.88	\$56,463.32	29.7%
SUB TOTAL	\$716,500.00	\$23,705.26	\$193,520.15	27.0%
SUPPLIES & EXPENSES				
OFFICE SUPPLIES	\$6,000.00	\$158.65	\$1,962.12	32.7%
ADVERTISING/MEMBERSHIP/DUES	\$83,100.00	\$3,667.00	\$15,721.13	18.9%
TRAVEL	\$18,600.00	\$1,000.09	\$5,106.85	27.5%
OPERATING SUPPLIES	\$182,500.00	\$1,260.45	\$68,453.02	37.5%
REPAIR/MAINT SUPPLIES/GASOLINE	\$158,000.00	\$6,492.24	\$58,927.20	37.3%
CONSUMABLE TOOLS/SUPPLIES	\$6,000.00	\$170.19	\$1,662.20	27.7%
SUB TOTAL	\$454,200.00	\$12,748.62	\$151,832.52	33.4%
BUILDING MATERIALS				
METAL PRODUCTS	\$2,500.00	\$1,024.39	\$1,337.61	53.5%
WOOD PRODUCTS	\$500.00	\$0.00	\$0.00	0.0%
RAW MATERIALS/RWY PAINT	\$20,000.00	\$0.00	\$322.70	1.6%
ELECT FIXTURES/RWY SIGNS	\$5,000.00	\$0.00	\$0.00	0.0%
ASPHALT/ASPHALT FILLER	\$25,000.00	\$0.00	\$0.00	0.0%
SUB TOTAL	\$53,000.00	\$1,024.39	\$1,660.31	3.1%
FIXED CHARGES				
INSURANCE/OTHER LOSSES	\$92,792.00	\$0.00	\$21,800.00	23.5%
CAPITAL OUTLAY				
CAPITAL EQUIPMENT	\$85,000.00	\$19,955.60	\$40,589.00	47.8%
CAPITAL IMPROVEMENTS	\$1,370,000.00	\$0.00	\$23,067.25	1.7%
SUB TOTAL	\$1,455,000.00	\$19,955.60	\$63,656.25	4.4%
TOTALS	\$4,385,520.00	\$218,784.17	\$1,047,995.85	23.9%

2020-2021 CWA Budget Summary YTD - May

	May YTD - 2021		May YTD - 2020		% CHANGE
Airfield	\$137,980		\$204,594		
Control Tower	\$0		\$0		
Hangar	\$47,662		\$43,009		
Maintenance Shop	\$36		\$184		
Net Lease	\$145,585		\$105,871		
Parking	\$262,589		\$335,279		
Terminal Area	\$428,370		\$447,401		
Misc.	\$32		\$57,426		
Total Revenues		\$1,022,254		\$1,193,764	-14.37%
Personal Services	\$615,526		\$658,406		
Contractual Services	\$193,520		\$218,667		
Supplies and Expense	\$151,833		\$169,318		
Building Materials	\$1,660		\$469		
Fixed Charges-Insurance	\$21,800		\$76,753		
Capital Outlay	\$63,656		\$32,293		
Total Expenses		\$1,047,995		\$1,155,906	-9.34%
Revenue over Expense		-\$25,741		\$37,858	

CARES Act Summary

as of 6/11/2021

Item		CARES Act	DELPHI Paid Date	DELPHI Paid Amount
Payroll				
2020 Payroll - 1/26/2020 thru 7/25/2020	\$	746,063.59	9/24/2020	
2020 Payroll - 7/26/2020 thru 11/28/2020	\$	490,136.41	1/5/2021	\$ 490,136.41
2020/21 Payroll - 11/29/2020 thru 04/03/2021	\$	499,927.80	5/30/2021	\$ 499,927.80
Debt Service	Ś	E24 607 00	12/22/2020	c 524.607.00
2020 Debt Service	>	534,697.00	12/23/2020	\$ 534,697.00
Major Operating Expenses	Sing-			
ARFF Truck Foam Test Cart	\$	7,010.00	9/16/2020	\$ 7,010.00
CWA Drive and Parking Lot Asphalt Seal Coat	\$	58,142.50	9/11/2020	\$ 58,142.50
Runway Broom Bristle Stock for 2020/2021 Winter	\$	17,233.00	9/11/2020	\$ 17,233.00
Pickup Truck CWA 5	\$	34,003.00	9/16/2020	
Hand-held FM Radios	\$	38,008.68	9/11/2020	
FBO Roof/Office Repairs	\$	15,604.00	2/8/2021	
Parking Lot Revenue Control Upgrade - Equipment Only	\$	126,216.00	2/9/2021	\$ 126,216.00
Utility Reimbursement 2/2020 thru 3/2021	\$	203,135.93	5/30/2021	
Center Terminal Elevator Repair	\$	13,808.64	2/4/2021	\$ 13,808.64
	\$.	2,783,986.55		\$ 2,783,986.55
Total CARES Grant Funding	\$	3,881,225.00		
Reimbursements submitted	\$	2,783,986.55	1	
Balance Available			\$ 1,097,238.45	
Less:				
Debt Service 2021		\$739,385		
Balance Available			\$ 357,853.45	
balance Available		,	Ç 337,033113	
Pending (Estimated)				
FBO Roof Repairs	\$	60,000.00		
Solid Runway Deicer	\$	31,000.00		
Tower Voice Recorder/PC upgrade	\$	12,000.00		
Liquid Runway Deicer	Ś	20,000.00		
SPCC/SWPPP	\$ \$ \$	15,000.00		
Call Manager/Phone/IT Upgrades	Ś	45,000.00		
HVAC Software Update	\$	20,000.00		
Utilities	\$	34,853.45		
Terminal Area/Parking Lot Maintenance	\$	25,000.00		
Card Access/Alarms Systems Update	\$	95,000.00		
Cara / (cccs) Alarms Systems Opuate	\$	357,853.45		
	*	337,033143		
CARES Balance		-	\$ (0.00)	
		=	. (3.00)	