

CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING
Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin
September 17, 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.*

- 1) Call to Order by Chair Guild at 8:00 a.m.
 - a) Pledge of Allegiance
- 2) Approval of Minutes of the August 20, 2021 Board Meetings
- 3) Public Comment Period: 15-minute time limit
- 4) Review and Possible Action on CWA Annual Operations, Maintenance and Capital Budget for 2022
- 5) Review and Possible Action on Fixed Base Operator (FBO) Consulting Services with Leibowitz & Horton Airport Management Consultants
- 6) Review and Possible Action on Rental Car (RAC) Consulting Services with Leibowitz & Horton Airport Management Consultants
- 7) Review and Possible Action on Reimbursable Agreement for Runway 8/26 Shift Project Navigational Aids
- 8) Staff Reports
 - a) Director Report
 - i) Legislative Update
 - ii) Statistics – August 2021
 - iii) Flight Schedule
 - iv) Annual Planning Session September 1, 2021
 - b) Financial Reports
 - i) Revenues and Expenses – August 2021
 - ii) Budget Comparison
 - c) Operations and Project Reports
 - i) Update on Runway 17/35 Reconstruction Project and Runway 17/35 NAVAIDs
 - ii) Update on Taxilane E and Flightline Drive Project
 - iii) Update on Runway Length Justification for Runway 8/26
 - iv) Update on Airport Operations
- 9) Adjournment
- 10) Next Scheduled Meeting Date: October 15, 2021 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 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

August 20, 2021 - 8:00 a.m.

Airport Board:	Sara Guild, Chair Lonnie Krogwold Brent Jacobson Chris Dickinson – Excused	Dave Ladick, Vice Chair Kurt Kluck Ray Reser – Excused
Staff:	Brian Greffe, Airport Director David Drozd, Finance	Mark Cihlar, Assistant Airport Director Julie Ulrick, Badging Coordinator
Visitors:	Randy Van Natta, Becher Hoppe	

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

Approval of Minutes: *Motion by Ladick, second by Jacobson to approve the minutes of the July 9 and July 16, 2021 board meetings. Motion carried unanimously.*

Public Comment Period: None.

Review and Possible Action on Runway 17/35 Navigational Aid Project Items:

- **Construction Contract Award Ratification with Van Ert Electric Company, Inc., and Budget Authorization for Runway 17/35 Nav Aids:** Nav aids for Runway 17/35 are a financially separate part of the larger runway construction project. On July 29, 2021, the sole bid for the Navaid project was opened with Van Ert Electric Company being the apparent low bidder. Upon review of Van Ert's bid, the bid amount was determined to be responsible and reasonable, and was less than the engineer's estimate of probable cost. The contract was awarded to Van Ert by WisDOT Bureau of Aeronautics (BOA) on August 6, 2021. The Notice Proceed has not yet been issued and timing is critical to coincide with the runway construction project.
- **Reimbursable Agreement with Federal Aviation Administration for Runway 17/35 Nav aids Approval and Budget Authorization:** On August 17, 2021, the FAA presented the attached construction reimbursable agreement for approval. Any funds not expended on the project will be returned. The total estimated cost of the Reimbursable Agreement for construction is \$196,120.20. This cost is in addition to the \$178,774.66 Reimbursable Agreement for design approved by the Joint Airport Board in December of 2020.
- **Design and Resident Engineering Contract Award and Budget Authorization with Becher Hoppe Associates, Inc.:** On August 16, 2021, the BOA completed negotiations for CWA with Becher Hoppe for the design and construction engineering contracts for this project. The proposed costs from Becher Hoppe were very close to the Independent Fee Estimate prepared by the BOA. The cost of design is \$122,138.95 and the cost for construction services is \$106,241.32. Both contracts were negotiated in good faith.

Construction on this project will start immediately. Completion of the project will be similar to the runway construction project ending October 31, 2021. The FAA grant for this work is anticipated in September 2021. This will be a multiyear grant and not all funds will be available until Congress appropriates funding for the FAA in FY2022. Appropriation could happen as soon as October 2021, but potentially could be March of 2022 or later. Including the previously approved FAA Reimbursable Agreement for design, the total project cost for Runway 17/35 Nav aids is \$1,273,764.13. This includes \$609,489 for construction, up to \$374,894.86 in Reimbursable Agreements,

\$228,380.27 in design and engineering services, and up to \$61,000 in State administrative fees. The project would be funded up front and is anticipated to be reimbursed by a combination of Federal Airport Improvement Program funds, State DOT funds, and local Passenger Facility Charges. ***Motion by Ladick, second by Krogwold to approve and authorize airport funding for the construction contract award ratification with Van Ert Electric Company, reimbursable agreement with the FAA for Runway 17/35 Nav Aid construction, and design and resident engineering contract award with Becher Hoppe Associates, Inc. Motion carried unanimously.***

Review and Possible Action on American Rescue Plan Act (ARPA) Resolution:

The American Rescue Plan Act of 2021 (ARPA), signed into law by the President on March 11, 2021, includes \$8 billion in funds to be awarded as economic assistance to eligible U.S. airports to prevent, prepare for, and respond to the coronavirus pandemic. To distribute these funds, the FAA has established the Airport Rescue Grants. The FAA will make grants to all airports that are part of the national airport system, including all commercial service airports, all reliever airports, and some public-owned general aviation airports. FAA Chicago Airports District Office announced that the Central Wisconsin Airport is eligible to receive two grants from ARPA. One grant for \$2,209,388 is for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. The second grant for \$120,900 is to provide relief from rent and minimum annual guarantees for airport concessions. These funds must be spent within 4 years, however, FAA Guidance encourages that the funds be used as quickly as possible. ***Motion Krogwold, second by Jacobson to approve R-04-21 for acceptance and use of Federal American Rescue Plan Act funds. Motion carried unanimously.***

Staff Reports:

Director Report – Brian Grefe:

Legislative Update – No updates this month.

Statistics – The July 2021 statistical report shows operations up 23.9% and enplanements up 39.0% on the year. Air freight continues to rise and load factors ranged from 66.2% to 82.5%. In comparison to 2019 numbers, operations are up 16.5% and enplanements are down 9.2%.

Flight Schedule – The flight schedule remains at 11 daily flights and the late afternoon flights have been seeing a slight increase in passengers. Delta has been down to five flights on most days and United and American will be down to two daily flights through fall.

Kurt Kluck joined meeting at 8:25 a.m.

Annual Planning Session September 1, 2021 – The airport’s annual planning session will again be led by Steve Smith, who is a strategic planning specialist. The session is a great way for the Airport Board to interact with staff on future goals and members are welcome to attend. Once goals are determined, they are presented to the board for approval. Goals are tied to actionable agenda items and individual performance goals.

WAMA Conference - October 17-19, 2021 – The 65th annual Wisconsin Aviation Conference will be held October 17-19, 2021 in Elkhart Lake, WI and board members are welcome to attend.

Financial Reports – David Drozd:

Revenues and Expenses – July revenues are on track at 56.3% of budget. Fuel flowage fees saw a nice increase with increased traffic and the EAA. PFCs have been increasing and end the month at 85.3% of budget. CFCs end at 38.2% of budget and remain impacted by the vehicle shortage.

July disbursements are doing well at 34.9% of budget. Supplies and expenses end at 44.9% and will see some increases with stocking winter supplies. Building materials ends at 13.0% and will see increases with pavement resealing for the employee and car rental parking lots and repaving of the sand pad.

Budget Comparison – The budget comparison report shows revenues over expenses in the positive at \$17,611.

Operations & Project Reports – Mark Cihlar:

Update on Runway 17/35 Reconstruction Project and Runway 17/35 NAVAIDs – Runway 17/35 is fully paved and curing, including taxiway pavements associated with the project. Grooving will begin in September, followed by joint cutting and sealing and lastly pavement markings. Runway lighting is ongoing and crews are working on conduits that run back to the electrical vault. The project is on track and completion is anticipated by the October 31st deadline.

Update on Taxilane E and Flightline Drive Project – This AIP funded project to reconstruct and rehabilitate the taxilane and drive serving the new corporate hangar development area is on schedule and crews are actively working on the project. Efforts are being made to minimize the impact on hangar tenants and the project is to be complete prior to completion of the new corporate hangar builds. The Odyssey Aviation hangar’s steel order is expected to arrive soon and plans are to occupy by end of year. The Productivity Advantage hangar construction began August 1st and earth and civil work is ongoing. Plans for occupancy are by April 1st.

Update on Runway Length Justification for Runway 8/26 – The annual runway safety action team (RSAT) meeting was recently held and included discussing with tenants the necessity of the runway shift to help move approval along. The goal is to have the length justification approved by end of the federal fiscal year, with a possible 2021 AIP supplemental grant for portions of the project.

Update on Airport Operations – Annual TSA and FAA inspections took place this week and overall both inspections went well. The TSA inspection identified opportunities to clean up paperwork and documentation regarding inspections. The FAA inspection found several minor details in daily airport inspections that would provide improvement. Staff did a great job on ensuring the airfield was in excellent shape.

Last week’s severe weather experienced in Mosinee brought staff and stakeholders together in an effort to notify everyone on the property to shelter in the basement. Local businesses and residents without adequate shelter also came for shelter. Some of the damage from the storm included a security fencing, terminal electrical damage and washout of perimeter and access roads. An insurance claim will be submitted for damages. Several flights were on the ground preparing for takeoff at the time and had to take delays.

There will be sealcoating work coming up on both land and airside and the CFME has been ordered and is scheduled for delivery and installation the end of this month.

Adjournment: 9:26 a.m. Motion by Kluck, second by Jacobson to adjourn. Motion carried unanimously.

Next Scheduled Meeting Date: September 17, 2021 at 8:00 a.m.

Julie Ulrick, Recording Secretary



Agenda Item Summary

Joint Finance Meeting Date: September 20, 2021

Agenda Item Title: #4) Review and Possible Action on CWA Annual Operations, Maintenance and Capital Budget for 2022

Staff Responsible: Brian Grefe, Airport Director and David Drozd, Finance Director

Background:

- The Joint Airport Board is required to prepare an annual budget and submit it to both Finance Committees for approval. This is included in Resolution No. 300 which was approved in 1977.

2022 Budget notables:

- Debt service payments total \$753,763 for 2022. Of this amount, \$75,870 will be paid from the Passenger Facility Charge (PFC) fees, and the remaining \$677,893 will be paid from Coronavirus Response and Relief Supplement Appropriations Act (CRRSAA) funding as approved by the Federal Aviation Administration (FAA).
- Capital Outlay for 2022 includes the replacement of three motor vehicle and the lease buyout of our F-450 (\$162,000), the continual replacement and upgrades to our IT network (\$40,000), the addition of new revenue control hardware for the West Parking Lot which has been closed since the fall of 2020 (\$60,000 - if passenger demand allows for the reopening of this lot), along with an additional zero turn mower, a PTO backup generator for our fuel farm, a Scully overflow fuel system for our aviation fuel tanks as newly required by the FAA, and the lease buyout of our airfield tractor (total \$119,500), \$85,000 for the replacement of a 1978 Case backhoe, \$300,000 for the potential purchase of land bordering the airport, and \$1,400,000 to cover up-front costs for the runway shift project until reimbursements and/or grants are received in 2023.
- We are currently fully staffed as we filled our last allocated Operations & Maintenance II position this past spring. No additional position requests are included in the 2022 budget.
- With the uncertainty of COVID-19/Delta Variant impacts on the airline industry, the 2022 budget has modest increases in operational revenue over 2021. The largest increase in new revenue are the additional rents associated with the new hangar construction on the east end of the airport, an uptick in rents as car rentals and commission-based revenue has picked up slightly, and a modest increase in parking revenue. As we move through the rest of 2021 and into 2022, we will closely monitor the actual impact on our annual budget. As of this month, current enplanement numbers are still down from 2019 by 9%, although they are significantly better than the 2020 numbers.
- Expenses for 2022 follow a similar path as prior years, with a few exceptions which include additional amounts in Other Professional Services (2190) for fees associated with updating our Minimum Standards, Rules and Regulations, our Fixed Based Operator lease, and the update and negotiation on new car rental concessionaire leases. The other larger increase is in Other Operation Supplies (3490) as this mainly had to do to the increases in airfield deicing supplies anticipated for next year.
- This is a repeat of our 2021 budget request as we have been waiting on a runway length justification from the FAA, with the only difference is 'decoupling' is now called 'shift'. As of this September we have not utilized any of this funding. CWA will be shifting our primary runway in 2022/2023 as an added safety measure required by the FAA. To keep this estimated \$10 million dollar project on schedule we are requesting that the airport be

allowed to borrow from our Fund Balance to pay as we go for the design, engineering, and navigation aids needs associated with this project. This will be approximately \$1.4 million dollars. This should be a 90% Federal/5% State/5% Local Share Airport Improvement Project (AIP) with the FAA once the grant is approved in 2022/2023. The Local (CWA) portion will be approximately \$500,000, which will be eligible for PFC funding at the time the grant is awarded, and the new PFC application is approved. Reimbursement of our fund balance loan is planned for 2023/2024.

Debt Service Update:

- No county issued debt is requested for 2022 and none is anticipated for 2023.
- All debt is currently held with Marathon County.
- Balances for 2023 and beyond (after 2022 payments):
 - 2010A Prom Note – 2023-2025 balance \$621,600
 - 2012 GO Bond – 2023-2028 balance \$1,213,750 (\$250,518 PFC eligible)
 - 2015 GO Bond – 2023-2030 balance \$2,407,913 (\$208,766 PFC eligible)

2021 Items of Interest:

- Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding of \$739,385 will be used this year towards our debt service obligations. All CARES Act funding is anticipated to be used up by CY 2021.
- CWA was awarded a \$16 million Airport Improvement Program grant in September of 2020 for the reconstruction of Runway 17/35 and Taxiway B in 2021. This is a 100% federally funded project requires no local match from CWA. This increased funding level is part of the CARES Act. Construction started on March 1, 2021, and is on schedule to be completed by October 31, 2021.
- The Ascension Wisconsin Spirt Medical Transport hangar that was completed in 2020 is now part of the Aspirus health care network as of August 2021.
- Odyssey Aviation, LLC started construction of their new corporate hangar this past spring. Estimated completion of this facility will be in the spring of 2022.
- Productivity Advantage, Inc. started construction of their new corporate hangar this August also with a final completion date in the summer of 2022.
- CWA is currently reconstructing Flightline Drive and Taxilane E. Our local share of this \$1.7 million project is anticipated to be around \$30,000 which will be paid from fund balance as this was budgeted for in 2021. Completion should be no later than October 31, 2021.
- An Airports Coronavirus Response Grant Program (ACRGP) grant in the amount of \$1,561,781 was awarded on April 28, 2021. These funds will be used as allowed under FAA guidelines. Reimbursable items include items such as payroll, debt service, and utilities. One option we are considering is retiring our American Recovery and Reinvestment Act (ARRA) 2010A promissory note for our car rental facility.
- An ACRGP grant in the amount of \$30,225 was awarded on July 26, 2021, and is for concession relief. We are currently working on the allocation percentage for our local concessionaires who qualify for this program.
- An American Rescue Plan Act of 2021 Grant (ARP Act) in the amount of \$2,209,388 was awarded to CWA on August 10, 2021. These funds will be used as allowed under FAA guidelines. Reimbursable items include items such as payroll, debt service, and utilities. We will be looking at possibly paying down some of our 2012 and 2015 GO Bonds issued through Marathon County as one option.
- An ARP Act Grant in the amount of \$120,900 was awarded to CWA on August 10, 2021, for concessionaire relief. We will be working on the allocation for qualifying tenants later this year.

Timeline: The 2022 CWA Annual Budget will be presented to the Joint Airport Board on Friday, September 17, 2021, and the Joint Finance Committee on Monday, September 20, 2021. Upon approval by both entities at these meetings, each owner county will be presented the CWA Annual Budget for approval as part of their comprehensive annual county budget which normally takes place in November of each year.

Financial Impact: No tax levy is being requested in 2022 from either Marathon or Portage Counties. This budget has been reviewed in advance of this meeting with the finance directors from both Marathon & Portage Counties.

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

Recommended Action: Airport staff recommends approval of the 2022 CWA Annual Operations, Maintenance and Capital Budget.

**Central Wisconsin Airport
2022 Budget Summary**

	<u>2022</u>	<u>2022</u>	2021 Adopted	2021 Adopted	% CHANGE 21-22
Operating Revenue	\$3,455,000		\$2,750,000		25.64%
Fund Balance Transfer-Runway Shift/Airfield Costs	\$1,400,000		\$1,000,000		40.00%
Fund Balance Transfer-Flightline Drive/Taxilane E	\$0		\$300,000		-100.00%
Fund Balance Transfer-Land Acquisition	\$300,000		\$0		100.00%
CARES Act - Payroll/Operating Revenue	\$0		\$335,520		-100.00%
CRSSAA Act-Capital Items	\$145,000		\$0		100.00%
CRRSAA Act - Debt Service - Non PFC	<u>\$677,893</u>		<u>\$740,000</u>		-8.39%
Total Revenues		\$5,977,893		\$5,125,520	16.63%
Less: Expenses					
Personal Services	\$1,678,006		\$1,619,820		3.59%
Contractual Services	\$768,500		\$716,500		7.26%
Supplies and Expense	\$525,200		\$454,200		15.63%
Building Materials	\$68,000		\$53,000		28.30%
Fixed Charges-Insurance	\$93,794		\$87,000		7.81%
Capital Outlay	\$2,166,500		\$1,455,000		48.90%
Debt Service - Non PFC	<u>\$677,893</u>		<u>\$740,000</u>		-8.39%
Total Expenses		\$5,977,893		\$5,125,520	16.63%
Balance		\$0		\$0	

CENTRAL WISCONSIN AIRPORT

2022 Capital Expense Breakdown

CWA Capital Improvement / Non-AIP / Funded by CWA

Motor Vehicle Replacement	8111		
<i>2017 F-450 - Lease Purchase</i>		\$ 17,000.00	
<i>2022 Ford F-350/Flatbed/Plow/Salt Spreader</i>		\$ 60,000.00	
<i>2022 Ford F-150/Tool Boxes/Outfitting</i>		\$ 45,000.00	
<i>2022 Ford F-150</i>		\$ 40,000.00	
			\$ 162,000.00
IT/Network Upgrades	8165		
<i>Switches/Flight Information Display System/PCs</i>		\$ 40,000.00	
			\$ 40,000.00
Other Capital Equipment - New	8190		
<i>Zero Turn Mower</i>		\$ 30,000.00	
<i>PTO Backup Generator - Fuel Farm</i>		\$ 10,000.00	
<i>New Holland Tractor Lease Purchase</i>		\$ 59,500.00	
<i>Scully Overflow Fuel System - Aviation Fuel Tanks</i>		\$ 20,000.00	
<i>Revenue Control Equipment - West Parking Lot</i>		\$ 60,000.00	
			\$ 179,500.00
Other Capital Equipment-Replacement	8191		
<i>Backhoe/Excavator</i>		\$ 85,000.00	
			\$ 85,000.00
Land	8210		
<i>Purchase of land bordering the airport</i>		\$ 300,000.00	
			\$ 300,000.00
Other Capital Improvements	8290		
<i>Runway Shift/Airfield Updates</i>		\$ 1,400,000.00	
			\$ 1,400,000.00
		<u>\$ 2,166,500.00</u>	<u>\$ 2,166,500.00</u>

**CENTRAL WISCONSIN AIRPORT
2022 DEBT SERVICE**

Total by Subfund

\$	49,561.80	702-PFC 2012
\$	26,308.03	702-PFC 2015
\$	210,200.00	708-CFC 2010
\$	190,563.20	701-GENERAL 2012
\$	277,129.47	701-GENERAL 2015

\$ 753,762.50

\$ 677,892.67
\$ 75,869.83
\$ 753,762.50

**Coronaviurs Response & Relief Supplemental Appropriations Act (CRRSAA)
 Passenger Facility Charge (PFC)**

Total by Principal/Interest

2010 PRIN	\$	180,000.00
2010 INT	\$	30,200.00
2012 PRIN	\$	200,000.00
2012 INT	\$	40,125.00
2015 PRIN	\$	230,000.00
2015 INT	\$	73,437.50
TOTAL PRIN	\$	610,000.00
TOTAL INT	\$	143,762.50
TOTAL	\$	<u>753,762.50</u>

Marathon County Budget Spreadsheet

Central Wisconsin Airport

2021 Adopted Levy	2022 Requested
\$ -	\$ -

701-300 CW Airport

Sub-Func Account Code	Description	2021 Adopted	2022 Requested	Payroll	
	CRRSA Funding		(822,893)	-	(822,893)
701 8589702	TRANSFERS FROM 700/702	(91,079)	(75,870)	-	
701 8589709	TRANSFERS FROM 700/709	(1,074,904)		-	PFC (75,870)
701 30081210	RETAILERS DISCOUNT-SALES TAX	-		-	
701 30085409	FUEL SALES FEES	(30,000)	(34,000)	-	
701 30085410	FUEL FLOWAGE FEES	(35,000)	(55,000)	-	
701 30085411	LANDING FEES	(300,000)	(355,000)	-	
701 30085412	RENTS-AIRPORT	(1,100,000)	(1,400,000)	-	
701 30085414	FARM	(84,000)	(80,000)	-	
701 30085416	ADVERTISING FEES	(20,000)	(18,000)	-	
701 30085417	HWY SIGNS	(9,500)	(9,800)	-	
701 30085418	RAMP CHARGES	(50,000)	(55,000)	-	
701 30085422	UTILITY FEES	(40,000)	(40,000)	-	
701 30085424	VENDING	-		-	
701 30085431	SECURITY AIRLINES FEES	(5,500)	(5,000)	-	
701 30085432	CORPORATE HANGERS REVENUE	(100,000)	(190,000)	-	
701 30085440	PARKING LOTS & RAMPS	(900,000)	(1,100,000)	-	
701 30085497	LABOR-CWA	(1,000)	(1,000)	-	
701 30085498	MATERIALS-CWA	-	(200)	-	
701 30085499	MISCELLANEOUS FEES-CWA	(25,000)	(25,000)	-	
701 30085938	REIMBURSMNT/RECOVRY PRVT PARTY	-		-	
701 30088110	INTEREST & DIVIDENDS ON INVEST	(30,000)	(15,000)	-	
701 30088310	SALE OF GENERAL FIXED ASSETS	(20,000)	(72,000)	-	
701 30088350	INSURANCE RECOVERIES	-		-	(3,455,000)
701 30088360	GAIN/LOSS SALE OF FIXED ASSETS	-		-	
701 30088400	OTHER MISCELLANEOUS REVENUE	-		-	
701 30088410	DONATIONS FROM PRIVATE ORG&IND	-		-	
701 30089900	TRANSFERS FROM FUND BALANCE	(1,300,000)	(1,700,000)	-	(5,155,000)
701 30091110	SALARIES-PERMANENT-REGULAR FT	400,797	408,162	Y	
701 30091210	WAGES-PERMANENT-REGULAR FT	583,463	646,435	Y	
701 30091211	WAGES-PERMANENT-REGULAR PT	34,282	35,414	Y	
701 30091220	WAGES-PERMANENT-OVERTIME-FT	55,616	52,635	Y	
701 30091221	WAGES-PERMANENT-OVERTIME-PT	-	-	Y	
701 30091240	WAGES-PERMANENT-SHIFT DIF FT	14,000	6,000	Y	
701 30091250	WAGES-TEMPORARY-REGULAR	42,438	42,925	Y	
701 30091310	PAGER PAY	12,000	8,000	Y	
701 30091370	UNIFORM ALLOWANCE-NON TAXABLE	6,500	6,500	-	
701 30091510	SOCIAL SECURITY EMPLOYERS SHR	87,429	91,791	Y	
701 30091520	RETIREMENT EMPLOYERS SHARE	73,115	74,038	Y	
701 30091540	HOSPITAL/HEALTH INSURANCE	247,095	249,800	Y	
701 30091541	DENTAL INSURANCE	6,578	6,756	Y	
701 30091543	INCOME CONTINUATION INSURANCE	4,153	4,374	Y	
701 30091544	HLTH INS-CONVERSION, RETIREES	15,700	15,700	Y	
701 30091545	POST EMPLOYEE HEALTH PLAN	10,374	10,920	Y	
701 30091550	LIFE INSURANCE	725	806	Y	
701 30091560	WORKERS COMPENSATION PAYMENTS	18,621	16,551	Y	
701 30091580	UNEMPLOYMENT COMPENSATION	1,142	1,199	Y	1,678,006
701 30092120	LEGAL FEES	-		-	
701 30092130	ACCOUNTING/AUDITING FEES	9,500	9,500	-	
701 30092132	FRINGE BENEFIT ADMIN OVERHEAD	7,000	7,000	-	
701 30092150	ARCHITECTURAL/ENGINEERING	-		-	
701 30092190	OTHER PROFESSIONAL SERVICES	140,000	200,000	-	
701 30092210	WATER/SEWER	25,000	20,000	-	
701 30092220	ELECTRIC	175,000	175,000	-	
701 30092240	NATURAL/PROPANE GAS	45,000	39,000	-	

701	30092250	TELEPHONE	25,000	23,000	-	
701	30092360	OTHER REPAI/MAIN-STR/FACILTIS	10,000	10,000	-	
701	30092410	MOTOR VEHICLE REPAIRS	5,000	5,000	-	
701	30092431	OFFICE MACHINES & EQUIP REPAIR	-	-	-	
701	30092460	BUILDING SERVICE EQUIP REPAIR	15,000	20,000	-	
701	30092470	BUILDING REPAIRS	5,000	5,000	-	
701	30092490	SUNDRY REPAIR/MAINT SERV	65,000	65,000	-	
701	30092551	BANK SERVICES	-	-	-	
701	30092990	SUNDRY CONTRACTUAL SERVICES	190,000	190,000	-	768,500
701	30093110	POSTAGE/BOX RENT	500	500	-	
701	30093121	PAPER/STATIONERY FORMS	4,000	1,000	-	
701	30093130	PRINTING/DUPLICATION	-	3,500	-	
701	30093143	OFFICE EQUIPMENT	-	1,500	-	
701	30093190	OFFICE SUPPLIES	1,500	1,500	-	
701	30093191	BOOKS/DIRECTORIES	-	-	-	
701	30093210	PUBLICATION OF LEGAL NOTICES	1,000	1,000	-	
701	30093220	SUBSCRIPTIONS NEWSPAPER/PERDCL	100	100	-	
701	30093240	MEMBERSHIP DUES	9,000	9,000	-	
701	30093250	REGISTRATION FEES/TUITION	16,000	21,000	-	
701	30093260	ADVERTISING	57,000	65,000	-	
701	30093321	PERSONAL AUTO MILEAGE	1,000	500	-	
701	30093330	VEHICLE LEASE/RENTAL	-	-	-	
701	30093340	COMMERCIAL TRAVEL	6,500	6,500	-	
701	30093350	MEALS	1,000	1,000	-	
701	30093351	MEALS-NONOVERNIGHT/TAXABLE INC	100	100	-	
701	30093360	LODGING	8,000	11,000	-	
701	30093390	MEETING EXPENSES	2,000	2,000	-	
701	30093440	HOUSEHOLD/JANITORIAL SUPPLIES	20,000	20,000	-	
701	30093460	CLOTHING/UNIFORM	2,500	3,000	-	
701	30093490	OTHER OPERATING SUPPLIES	160,000	200,000	-	
701	30093510	GASOLINE	85,000	85,000	-	
701	30093520	MOTOR VEHICLE PARTS & SUPPLIES	40,000	40,000	-	
701	30093530	MACHINERY/EQUIPMENT PARTS	17,000	26,000	-	
701	30093531	RADIO PARTS-SUPPLIES-EQUIP	1,000	2,000	-	
701	30093540	PAINTING SUPPLIES	-	-	-	
701	30093550	PLUMBING/ELECTRICAL SUPPLIES	15,000	18,000	-	
701	30093560	PARKING METER REPAIR PARTS	-	-	-	
701	30093620	CONSUMABLE TOOLS/SUPPLIES	6,000	6,000	-	525,200
701	30094250	SMALL HARDWARE/WIRE/NAILS	1,000	1,000	-	
701	30094290	OTHER METAL PRODUCTS	1,500	1,500	-	
701	30094390	OTHER WOOD PRODUCTS	500	500	-	
701	30094590	OTHER RAW MATERIALS	20,000	20,000	-	
701	30094610	ELECTRICAL FIXTURES	5,000	5,000	-	
701	30094810	ASPHALT/ASPHALT FILLER	25,000	40,000	-	68,000
701	30095120	INSURANCE CONTRACTORS EQUIPMNT	15,000	12,000	-	
701	30095122	INS AUTO LIABILTIY PREMIUM	5,000	5,000	-	
701	30095140	GENERAL LIABILITY PREMIUM	38,792	45,000	-	
701	30095150	INSURANCE BOILER/MACHINERY	4,000	1,000	-	
701	30095151	BUILDING & CONTENTS INSURANCE	8,000	8,000	-	
701	30095190	OTHER INSURANCE	22,000	22,794	-	93,794
701	30095320	BUILDING/OFFICES RENT	-	-	-	
701	30097490	OTHER LOSSES	-	-	-	
701	30098111	AUTOMOTIVE EQUIPMENT-REPLACMNT	40,000	162,000	-	
701	30098130	OFFICE EQUIPMENT-NEW	-	-	-	
701	30098165	NETWORK/PHONE SWITCH UPG-CWA	45,000	40,000	-	
701	30098190	OTHER CAPITAL EQUIPMENT-NEW	-	179,500	-	
701	30098191	OTHER CAPITAL EQUIPMENT-REPLAC	-	85,000	-	
701	30098210	LAND	-	300,000	-	
701	30098220	BUILDINGS	-	-	-	
701	30098290	OTHER CAPITAL IMPROVEMENTS	1,370,000	1,400,000	-	2,166,500
701	30099130	INCR F.B. FOR SUBSEQ YR EXPENS	-	-	-	-

701-818 Debt 2014 PN - Portage County

Sub-Func Account Code	Description	2021 Adopted	2022 Requested	Payroll
701 81889900	TRANSFERS FROM FUND BALANCE	-	-	-
701 81896110	BOND PRINCIPAL	-	-	-
701 81896210	BOND INTEREST	-	-	-

701-819 Debt 2005B PN

Sub-Func Account Code	Description	2021 Adopted	2022 Requested	Payroll
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701-820 Debt 2010A PN

Sub-Func Account Code	Description	2021 Adopted	2022 Requested	Payroll
701 82089900	TRANSFERS FROM FUND BALANCE	-	-	-
701 82096110	BOND PRINCIPAL	175,000	180,000	-
701 82096210	BOND INTEREST	37,200	30,200	-

701-821 Debt 2012A PN

Sub-Func Account Code	Description	2021 Adopted	2022 Requested	Payroll
701 82189900	TRANSFERS FROM FUND BALANCE	-	-	-
701 82196110	BOND PRINCIPAL	265,000	200,000	-
701 82196210	BOND INTEREST	48,075	40,125	-

701-822 Debt 2015A PN

Sub-Func Account Code	Description	2021 Adopted	2022 Requested	Payroll
701 82289900	TRANSFERS FROM FUND BALANCE	-	-	-
701 82296110	BOND PRINCIPAL	225,000	230,000	-
701 82296210	BOND INTEREST	80,188	73,438	-

702-303 Passenger Facility Charges

Sub-Func Account Code	Description	2021 Adopted	2022 Requested	Payroll
702 8699701	TR/FUND 700/701	91,079	75,870	-
702 30385419	PASSENGER FAC CHARGES	-	-	-
702 30388110	INTEREST & DIVIDENDS ON INVEST	-	-	-
702 30389900	TRANSFERS FROM FUND BALANCE	(91,079)	(75,870)	-

703-301 CWA Match for Projects

Sub-Func Account Code	Description	2021 Adopted	2022 Requested	Payroll
703 30187130	TRANSPORTATION-STATE & FED	-	-	-
703 30198290	OTHER CAPITAL IMPROVEMENTS	-	-	-

708-309 CWA Small Comm Air Srv Dev

Sub-Func Account Code	Description	2021 Adopted	2022 Requested	Payroll
708 30988110	INTEREST & DIVIDENDS ON INVEST	-	-	-

709-310 Customer Facility Charges

Sub-Func Account Code	Description	2021 Adopted	2022 Requested	Payroll
709 31089900	TRANSFERS FROM FUND BALANCE	-	-	-
709 31099701	TR/FUND 700/701	-	-	-



Agenda Item Summary

Airport Board Meeting Date: September 17, 2021

Agenda Item Title: #5) Review and Possible Action on Fixed Base Operator (FBO) Consulting Services with Leibowitz & Horton Airport Management Consultants

Staff Responsible: Brian Grefe, Airport Director

Background: On September 18, 2012, the Central Wisconsin Joint Airport Board entered into a lease with Central Wisconsin Aviation, Inc. for a fixed base operation. The initial term will terminate on September 17, 2022. The Lease contains provisions to renew this lease for two additional five-year periods, provided new rates and negotiated before renewal.

On September 3, 2021, Central Wisconsin Aviation, Inc.'s President Jim Vruwink requested to extend the contract sooner than September 2022 because he is looking at investing in the FBO. Specifically, he is planning to purchase a fuel truck and install fuel reclamation equipment on the fuel farm.

On October 19, 2018, the Joint Airport Board selected Leibowitz and Horton Airport Management Consultants as an on-call financial services consultant for the Central Wisconsin Airport. The selection was conducted in accordance with FAA Advisory Circular 150/5100-14E.

If approved, Leibowitz & Horton and staff will analyze the actual costs incurred by the airport to operate and maintain the FBO building and fuel farm. In accordance with the Lease, the airport provides all major maintenance on the facilities. From that information, Leibowitz & Horton will recommend updated FBO rates with a focus on cost recovery with comparable costs evaluated. Additional details are included in the Task Order. Final FBO contract extension approval will be brought before the Central Wisconsin Joint Airport Board at a future meeting.

Timeline: Central Wisconsin Aviation, Inc. has requested that this effort move quickly. Airport staff have already begun collecting expense data. The effort is anticipated to be 2–3-month process.

Financial Impact: The fee to review all available data and make recommendations for lease rates is a fixed fee of \$15,680. In reviewing the proposed fees with Stephen Horton, Principal, the level of effort needed can be predicted very accurately based on the company's experience with this financial service. It is planned that airport staff will lead any negotiations needed for this contract extension. This task order provides up to 40 hours of negotiating services if needed. That effort would be billed based on actual hours not to exceed \$11,712. This would result in a total expense of up to, and not to exceed, \$27,392 for Fixed Base Operator consulting services. The Task order was negotiated in good faith. Funds for this effort would come from the professional services line item in the airport's budget. The fees are CARES eligible.

Contributions to Airport Goals: This effort is in alignment Goal #3 Manage Business Opportunities identified during the 2018 annual planning session.

Recommended Action: Airport staff recommends approving the Task Order with Leibowitz & Horton Airport Management Consultants, Inc. to provide FBO consulting services for the Central Wisconsin Airport, and direct staff to negotiate new rates, and terms in the best interest of the airport.

Attachment(s) Task Order No. 2021-02 with Leibowitz & Horton Airport Management Consultants Inc.

Exhibit A to CWA Financial Consulting Master Agreement

TASK ORDER NO. 2021-02

In accordance with this Task Order No. 2021-02, Made and entered into this ____ Day of September 2021, Consultant agrees to perform and complete the following services for CWA, in accordance with the terms and conditions of the **Master Financial Consulting Services Agreement between the Central Wisconsin Joint Airport Board (CWA) and Leibowitz & Horton Airport Management Consultants Inc. (Consultant) dated 7 December 2018.**

1.0 Project Description

1.1 Airport business consulting services related to the FBO Lease Amendment at the Central Wisconsin Airport.

2.0 Scope of Services

2.1 See attached Leibowitz & Horton proposal dated September 3, 2021 Proposal.

3.0 Project Schedule

3.1 The Airport business consulting services under this task order are expected to begin in October 2021 and are expected to be complete by June 2022.

4.0 Compensation Terms

4.1 The fee for services will be a lump sum fee of \$15,680, a time and materials fee of \$11,712, and an actual cost amount shall not exceed \$0 and in no event will the total compensation and reimbursement paid hereunder exceed the maximum sum of \$27,392 for all services under this task order.

4.2 Consultant will invoice CWA monthly for all Services rendered pursuant to this Agreement, and each invoice shall be due and payable upon receipt by CWA. Invoices shall be sent via email to ddrozdz@fly-cwa.org. CWA shall notify Consultant in writing of any disputed amount contained on an invoice within fifteen (15) calendar days from the date of invoice; otherwise all charges shall be deemed acceptable and correct.

4.3 Compensation due Consultant under this Task Order is due and payable to its corporate offices, whose address is Leibowitz & Horton Airport Management Consultants Inc., 31 Blue Heron Drive, Greenwood Village, Co 80121.

5.0 Other Provisions

5.1 None

Consultant: Central Wisconsin Joint Airport Board

By: Stephen Horton 9/8/2021
Date

By: _____
Date

Typed Name: Stephen Horton

Typed Name: _____

Title: Principal

Title: _____

September 3, 2021

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

RE: Fee Estimate for Fixed Based Operator (FBO) Consulting Services for
 Central Wisconsin Airport (CWA)

Dear Mr. Grefe:

Thank you for the opportunity to propose our FBO Lease Amendment consulting services to the Central Wisconsin Joint Airport Board. Based on our discussion regarding your expiring FBO lease agreement, the following presents our proposed work plan budget for the analysis:

FBO Service Hours by Task	Hours
<ul style="list-style-type: none"> • Review the FBO lease agreement with Central Wisconsin Aviation expiring 9/17/2022 particularly related to new lease rates and fees to be negotiated, lease renewal provisions and potential early renewal options 	4
<ul style="list-style-type: none"> • Review/Analyze the Airport’s operating and capital costs (provided by airport staff) of providing services and facilities for the use and occupancy of the FBO Leased Premises and use of the fuel farm 	32
<ul style="list-style-type: none"> • Review the most recent WisDOT Rates and Charges Survey 	4
<ul style="list-style-type: none"> • Develop updated lease rates and fees for the lease renewal negotiation 	8
<ul style="list-style-type: none"> • Review rate analysis results and discuss negotiation and lease amendment strategy with airport management 	<u>8</u>
Subtotal Fixed Budget Hours	<u>56</u>
Subtotal Fixed Budget Fees	\$15,680
<ul style="list-style-type: none"> • Assist in negotiating the FBO Lease renewal and drafting the lease renewal amendment (Subtotal Time-and-Materials, Not-to-Exceed Budget Hours) 	<u>40</u>
Subtotal Time and Materials Budget Fees	<u>\$11,712</u>
Total FBO Task Consulting Budget	\$27,392
Travel and Expenses (none anticipated)	<u>0</u>
Total FBO Lease Amendment Consulting Services Budget	<u>\$27,392</u>

Fees for the fixed budget services will be invoiced monthly based on percentage complete. Due to the uncertain timeframe and agenda of the FBO negotiations, our fee for these services will be charged based on actual time spent at our current hourly rates. Should circumstances arise which increase the hours of work beyond that which we have currently estimated, we will discuss the situation with you and obtain your approval before proceeding.

If you need additional information or have any questions, please contact me at (303) 773-6761. Thank you for your consideration. We look forward to working with you on this important project.

Sincerely,

Stephen Horton

Stephen Horton

Principal



Agenda Item Summary

Airport Board Meeting Date: September 17, 2021

Agenda Item Title: #6) Review and Possible Action on Rental Car (RAC) Consulting Services with Leibowitz & Horton Airport Management Consultants

Staff Responsible: Brian Grefe, Airport Director

Background: In March of 2012, the Central Wisconsin Joint Airport board entered into a lease and auto rental concession agreement with the rental car companies located at the airport. In March of 2017, the agreement was extended until February 28, 2022 with updated rates and terms. There are no additional extension provisions.

Currently, the rental car companies of Avis, Budget, National/Alamo, and Enterprise operate at the Central Wisconsin Airport with an “on-airport agreement”. There are no off-airport rental car operators presently.

On October 19, 2018, the Joint Airport Board selected Leibowitz and Horton Airport Management Consultants as an on-call financial services consultant for the Central Wisconsin Airport. The selection was conducted in accordance with FAA Advisory Circular 150/5100-14E.

The Task Order presented today would authorize our financial consultants and staff to start a new request for proposals (RFP) to develop new lease and auto rental concession agreements. The RFP would be open to existing and new rental car operators. There are spaces for up to six on-airport rental car operators. Final agreements will be brought to the Joint Airport Board for approval at the January 2022 board meeting.

Timeline: Details are on the attached Task Order.

Financial Impact: Contract Negotiations – On August 25, 2021 Leibowitz & Horton submitted a fee estimate for rental car (RAC) consulting services. The initial estimate was valued at \$49,100 for a total of 154 hours of work. Airport staff requested that the service hours for - internal meetings with airport to discuss objectives, schedule, state of industry, review last process, and potential changes be reduced from 20 hours due to the financial consultant’s involvement in the last process and existing expertise in the industry. Also, the hours for task – “post RFP board update and analysis services” looked low given expected rental car company correspondence and Joint Airport Board Meeting expectations. The final proposed Task Order contains 150 hours of effort for a total price, with travel expenses, of \$47,660. Comparably, for a similar effort, the airports of St. Pete – Clearwater, Dayton, and Evansville had used 164, 154, and 144 hours respectively. Funds for this effort would come from the professional services line item in the airport’s budget. The Task order was negotiated in good faith. The fees are CARES eligible.

Contributions to Airport Goals: This effort is in alignment Goal #3 Manage Business Opportunities identified during the 2018 annual planning session.

Recommended Action: Airport staff recommends approving the Task Order with Leibowitz & Horton Airport Management Consultants, Inc. to provide rental car (RAC) consulting services for the Central Wisconsin Airport, and direct staff to start the RFP process in the best interest of the airport.

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Attachment(s) Task Order No. 2021-03 with Leibowitz & Horton Airport Management Consultants Inc.

Exhibit A to CWA Financial Consulting Master Agreement

TASK ORDER NO. 2021-03

In accordance with this Task Order No. 2021-03, Made and entered into this ____ Day of September 2021, Consultant agrees to perform and complete the following services for CWA, in accordance with the terms and conditions of the **Master Financial Consulting Services Agreement between the Central Wisconsin Joint Airport Board (CWA) and Leibowitz & Horton Airport Management Consultants Inc. (Consultant) dated 7 December 2018.**

1.0 Project Description

1.1 Airport business consulting services related to the solicitation of rental car concessions at the Central Wisconsin Airport.

2.0 Scope of Services

2.1 See attached Leibowitz & Horton proposal dated September 8, 2021 Proposal.

3.0 Project Schedule

3.1 The Airport business consulting services under this task order are expected to begin in September 2021 and are expected to be complete by January 2022.

4.0 Compensation Terms

4.1 The fee for services will be a lump sum fee of \$46,160 and an actual cost amount shall not exceed \$1,500 and in no event will the total compensation and reimbursement paid hereunder exceed the maximum sum of \$47,660 for all services under this task order.

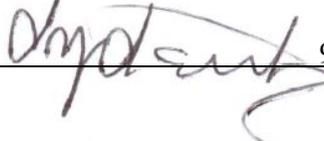
4.2 Consultant will invoice CWA monthly for all Services rendered pursuant to this Agreement, and each invoice shall be due and payable upon receipt by CWA. Invoices shall be sent via email to ddrozd@fly-cwa.org. CWA shall notify Consultant in writing of any disputed amount contained on an invoice within fifteen (15) calendar days from the date of invoice; otherwise all charges shall be deemed acceptable and correct.

4.3 Compensation due Consultant under this Task Order is due and payable to its corporate offices, whose address is Leibowitz & Horton Airport Management Consultants Inc., 31 Blue Heron Drive, Greenwood Village, Co 80121.

5.0 Other Provisions

5.1 None

Consultant: _____ Central Wisconsin Joint Airport Board

By:  9/8/2021 By: _____
Date Date

Typed Name: Lynn Leibowitz Typed Name: _____

Title: President Title: _____

September 8, 2021

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

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

RE: Fee Estimate for Rental Car (RAC) Consulting Services for
 Central Wisconsin Airport (CWA)

Dear Mr. Grefe:

Thank you for the opportunity to propose our Rental Car consulting services to the Central Wisconsin Joint Airport Board. Based on our discussion regarding your expiring rental car agreements, the following presents our proposed work plan budget for the rental car RFP process:

RAC Service Hours by Task	Hours
<ul style="list-style-type: none"> • Review current On-Airport RAC operations including current agreements, current business deal, revenues, facilities, historical relationships, similar/peer airports comparison 	18
<ul style="list-style-type: none"> • Internal Meetings with Airport to discuss objectives, schedule, state of industry, review last process, potential changes 	12
<ul style="list-style-type: none"> • Rental Car Informational Meeting with tenants - prior to RFP 	8
<ul style="list-style-type: none"> • Review Off-Airport Operator Permit for any suggested updates 	4
<ul style="list-style-type: none"> • Develop Competition/bidding Strategy & Analysis for facilities 	16
<ul style="list-style-type: none"> • Develop RFP and Agreement / Document Reviews 	48
<ul style="list-style-type: none"> • Pre-proposal meeting 	8
<ul style="list-style-type: none"> • Review RAC comments & questions / Develop Addendum 	24
<ul style="list-style-type: none"> • Proposal Review and Space Selection Meeting 	4
<ul style="list-style-type: none"> • Post RFP Board update and analysis services 	<u>8</u>
Total Hours	<u>150</u>
Rental Car Task Consulting Budget	\$46,160
Travel and Expenses (estimate based on 1 trip)	<u>1,500</u>
Total Rental Car Consulting Services Budget	<u>\$47,660</u>

Fees for these services will be invoiced monthly based on percentage complete.

If you need additional information or have any questions, please contact me at (303) 773-6761. Thank you for your consideration. We look forward to working with you on this important project.

Sincerely,

Lynn Leibowitz

Lynn Leibowitz

President

**CENTRAL WISCONSIN AIRPORT (CWA)
Central Wisconsin Joint Airport Board**

Rental Car Agreement RFP

Preliminary Schedule

<u>Timeframe</u>	<u>Activities and Services</u>
September 2021	Notice to Proceed
September - October	Review current On-airport RAC operations; Review various terms and conditions for the new RAC agreement; Review Off-Airport operator resolution Internal Meetings with Airport as necessary to discuss objectives, schedule, state of the industry, last RFP process, potential changes, deliverables and expectations RAC Informational Meeting – Discuss RFP process, discuss proposed terms and conditions and obtain RAC feedback Develop competition/bidding strategy & analysis for counter spaces and ready return parking blocks; Develop RFP documents, Sample Agreement (On-airport); Update Off-Airport Permit as needed. Advertise RFP
November	Rental Car Pre-Proposal Meeting Final Questions Due from RACs Review RAC questions and develop addendum with Airport Issue Addendum
December	Proposals Due Review of Proposals Space Selection Meeting
January 2022	Board Approval of New Agreements Transition Process Meeting
February	Transition
March 1, 2022	New Agreements Effective



Agenda Item Summary

Airport Board Meeting Date: September 17, 2021

Agenda Item Title: #7) Review and Possible Action on Reimbursable Agreement for Runway 8/26 Shift Project Navigational Aids

Staff Responsible: Brian Grefe, Airport Director

Background: The purpose of this Agreement between the FAA and the Central Wisconsin Airport/ WisDOT BOA is to provide FAA Engineering Design Review support to facilitate the project to shift Runway 8/26. This Agreement will include technical planning support, engineering design reviews and limited construction oversight associated with the following NAVAID facilities:

1. Runway 8 Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR)
2. Runway 8 Glide Slope (GS)
3. Runway 8 Localizer
4. Runway 8 Precision Approach Path Indicators (PAPI)
5. Runway 26 Precision Approach Path Indicators (PAPI)
6. Runway 26 Runway End Identifier Lights (REIL)

This is the one of the first steps in the Runway 8/26 shift project. Just as critical, this Agreement starts the design process to replace the Runway 8 Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) that has been out of service since September 4, 2014.

The Runway 8/26 shift project is anticipated to be designed this fall/winter so construction could happen as soon as summer of 2022 depending on funding availability. Construction and placement of the Runway 8/26 shift would be in accordance with the Joint Airport Board Approved Master Plan and Airport Layout Plan.

The runway length justification and Runway Protection Zone analysis for this runway have been stuck at FAA headquarters since February. As a reminder the Runway length was approved a few years before on February 7, 2019, by the FAA. This issue may have the potential to impact this project scope and timing.

The attached FAA Reimbursable Agreement #AJW-FN-CSA-21-GL-004271 is in final draft form. There may be minor modifications from the FAA or the State DOT Bureau of Aeronautics.

Timeline: Design coordination will begin this fall. The final timeline for bidding will be driven by the availability of FAA funds. If this project is identified for FAA FY 2021 funds, the project will move very quickly. In this case, the construction schedule could start early in the spring in 2022. If grant funding is not available until late in the year 2022, there is a possibility that construction would not start until late winter/ early spring 2023.

Financial Impact: This agreement is for planning and engineering for NAVAID support, to facilitate the shift of Runway 8/26. The current amount is estimated at \$178,774.66. The amount will be amended up to include construction services and local engineering fees. The full amount proposed will be funded with airport funds until an FAA Airport Improvement Program (AIP) grant is issued. Currently, our Airport Capital Improvement Project (ACIP) plans have the design being

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reimbursed with 2023 FAA AIP Entitlement funds. At that time the entire project is anticipated to be funded at 90% FAA, 5% State, 5% CWA/PFC funds. Design for eligible projects is reimbursable in future years with FAA funds.

It has been the experience of Wisconsin DOT- Bureau of Aeronautics and Airport staff that FAA proposed Reimbursable Agreement Fees are not very negotiable. This is the same amount as the Runway 17/35 Nav Aid design work. Any funds not expended on the project will be returned to the sponsors.

Contributions to Airport Goals: This project aligns with the 2020 annual goal of improve aviation services. The entire runway 17/35 project including Nav Aids will prepare the Central Wisconsin Airport for success decades into the future.

Recommended Action: Airport Staff Recommends approval of the proposed reimbursable agreement in form and authorizes the Airport Director to sign the final agreement in substantial conformity once received by the Federal Aviation Administration. The board understands that the final draft may have minor alterations as required by the FAA.

Attachment(s): Non-Federal Reimbursable Agreement between Department of Transportation Federal Aviation Administration and Wisconsin Department of Transportation, Bureau of Aeronautics (WisBOA), Central Wisconsin Airport (CWA), Mosinee, Wisconsin. Agreement Number AJW-FN-CSA-21-GL-004271.

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**WISCONSIN DEPARTMENT OF TRANSPORTATION, BUREAU OF
AERONAUTICS (WISBOA)
CENTRAL WISCONSIN AIRPORT (CWA)
MOSINEE, WISCONSIN**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **Wisconsin Department of Transportation, Bureau of Aeronautics (WISBOA)** acting as agent for **Marathon and Portage Counties, Central Wisconsin Airport (CWA) Mosinee, Wisconsin** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) and 31 U.S.C. § 6505 Intergovernmental Cooperation Act on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **Wisconsin Department of Transportation, Bureau of Aeronautics (WISBOA)** acting as agent for **Marathon and Portage Counties**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6) and 31 U.S.C. § 6505 Intergovernmental Cooperation Act. It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to provide FAA Engineering Design Review support to facilitate the Sponsor's project to decouple Runway 08/26 from Runway 17/35. This Agreement will include technical planning support, engineering design reviews and limited construction oversight associated with the following NAVAID facilities:

1. Runway 08 Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR)
2. Runway 08 Glide Slope (GS)
3. Runway 08 Localizer (LOC)
4. Runway 08 Precision Approach Path Indicators (PAPI)
5. Runway 26 Precision Approach Path Indicators (PAPI)
6. Runway 26 Runway End Identifier Lights (REIL)

This Agreement will be amended or other Agreements will follow to include the full construction oversight, equipment installation and flight check. Furthermore, this Agreement delineates the responsibilities between the FAA and the Sponsor and provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

“Mosinee, WI (CWA) - Planning & Engineering support to facilitate the decoupling project of Runway 08/26 at Central Wisconsin Airport”

B. The FAA will perform the following activities:

1. Provide all technical assistance necessary to ensure that the Sponsor's project meets FAA rules, regulations, orders, requirements, and standards.
2. Provide the design layout for new facilities to include general layout for relocated equipment, grounding plates, cable trays, lighting fixtures, and power raceways.
3. Provide all FAA standard drawings, specifications, and directives for use by the Sponsor in execution of the project.
4. Meet with the Sponsor as required to coordinate and discuss project planning and engineering.
5. Coordinate with the Airport Sponsor in order to ensure that National Environmental Policy Act (NEPA) documentation for the project incorporates associated FAA actions. Also, ensure NEPA documentation meets FAA requirements and approvals.
6. Complete HazMat surveys for all applicable FAA facilities on the Airport and provide information to the Airport Sponsor for use in preparing plans for removal of the FAA facilities and reuse of the airport property. This work will be conducted prior to demolition of the applicable FAA facilities.
7. Complete environmental due diligence documentation for FAA F&E facilities with real property transaction(s) that are associated with this project. The majority of this work will be conducted immediately prior and during the Sponsor's

construction project to ensure that environmental due diligence documentation is completed in time to support FAA acquisition of new facilities.

8. Develop disposal plan for excessing FAA equipment impacted by Sponsor's project.
9. Ensure modifications to the Frequency Transmitting Authorizations are appropriately processed.
10. Perform engineering design reviews of the Sponsor's plans and specifications in support of the Sponsor's construction project that affects FAA systems or equipment.
11. The FAA will provide three review cycles; 21 days for the 50% and 100% reviews and 60 days for the 90% reviews. The Sponsor's design plans and specifications are not final until the FAA Contracting Officer has notified the Sponsor that all of the FAA's comments, suggestions, and/or requirements have been incorporated into the design plans and specifications.
12. No work may begin that affects FAA facilities until the design plans and specifications are final.

C. The Sponsor will perform the following activities:

1. Provide funding for all activities outlined in this Agreement.
2. Perform all appropriate surveys and engineering design for the Sponsor's project impacting FAA facilities, equipment and infrastructure.
3. Develop the plans and specifications for the construction of the facilities and the location/space for FAA equipment, with FAA's participation and approval. The Sponsor shall coordinate any interruptions or changes that may have an impact to FAA facilities, systems, and equipment necessitated by the Sponsor's project.
4. Provide the FAA copies of the proposed grading plan showing the contours and site-grading profile information and all critical areas for navigation, surveillance and weather systems, such as ILS signal-forming areas, for use during facility siting evaluation. Once facilities have been sighted, in accordance FAA siting criteria specifications, the sponsor will provide finished grading plans (including the latitude/longitude coordinates of centerline points and elevations to within 3 inches of final grade) 18 months prior to the expected return to service of final locations.
5. Provide a schedule of engineering deliverables when the design packages will be available for FAA review. The FAA will require 21 calendar days each review of the 50% and 100% packages (or percentages as agreed to between FAA and Sponsor), and 60 calendar days for review of the 90% design plans submission.
6. Coordinate schedule and construction sequencing plan with the FAA NAVAIDS Engineering Center before finalizing the plan to ensure that the Sponsor and FAA are in agreement on the critical path, schedule, and milestones. This should be done during the project design phase, before construction contract award. In addition, provide a schedule within 30 days of the effective date of this Agreement, and updated monthly (or as soon as changes occur), including the following tasks:
 - a. Construction bid
 - b. Construction award

- c. Construction start
 - d. Construction complete
 - e. Overall construction sequencing schedule, to include FAA facilities
 - f. Runway/Taxiway service available dates
 - g. Dates when FAA is assume ownership for work on buried infrastructure
 - h. Each NAVAIDS shelter's Beneficial Occupancy Date (BOD) including when electrical power will be available
 - i. Dates when flight checks of each FAA-owned NAVAIDS are required
 - j. Date when ILS critical areas and image forming areas will be graded to within 3" of final grade.
7. Provide to the FAA for review at the 50%, 90%, and 100% stage in electronic and hard copy format (eight (8) sets of 11" x 17" (½ size) and four (4) sets of full American National Standards Institute (ANSI) size "D" drawings and two (2) sets of the specifications). Confirm quantities and recipient information with the FAA before distribution. At the 100% design phase, provide the FAA with pdf, hard copy (eight (8) sets of 11" x 17" (½ size) and four (4) sets of full American National Standards Institute (ANSI) size "D" of the drawings and twelve (12) sets of the specifications) and at least one electronic copy using "MicroStation" or "AutoCAD" of the complete and finalized design drawings and specifications. Confirm quantities and recipient information with the FAA before distribution. The electronic drawings will include all libraries necessary to generate the drawings. Within 21 calendar days of receipt of the FAA's comments, or within such other period as the parties may agree, the Sponsor will provide to the FAA Chicago NAVAIDS Engineering Center, a written response to each of the FAA's comments, suggestions, and requirements. The 100% design plans and specifications are not final until the FAA Chicago NAVAIDS Engineering Center, has notified the Sponsor that all of the FAA's comments, suggestions, and requirements have been incorporated into the design plans and specifications.
8. Complete the contract, construction bid, and award process for the construction phase of the project using approved FAA plans and specifications for FAA impacted facilities. The project's scope of work will include but not be limited to all plot site preparation work (e.g., trenching, grading, filling, foundations, demolition) and the installation of all necessary equipment and associated infrastructure. Sponsor will not bid the portion of work that includes the FAA equipment and cabling until the FAA has agreed that all of the drawings and specifications are final.
9. Provide a full time technical on-site representative during all construction phases of the Sponsor's project affecting any and all FAA facilities, systems, and/or equipment and facilities to be accepted from the sponsor as part of this agreement. Presence of an FAA RE or TOR does not relieve the sponsor of this obligation.
10. During construction, provide to the FAA RE or TOR weekly progress reports in paper or email format including the next week's scheduled activities. Also provide photographs, in paper or digital format, of work in progress, to be used to evaluate site conditions, work progress and quality;

11. Ensure Contractor maintains an adequate inspection system and performs inspections required to demonstrate the work performed under the contract conforms to requirements in this Memorandum of Agreement. The Sponsor's Contractors shall maintain complete inspection records of required cable and insulation testing of all installed cables and make them available to the FAA. Copies of all inspection and test data will be provided to the FAA prior to FAA system acceptance. All work is subject to FAA inspection at all places and at all reasonable times before acceptance.
12. No construction associated with this project that affect FAA facilities or equipment may begin prior to receipt of the foregoing FAA design approval. Furthermore, the Sponsor shall advise the FAA immediately of any proposed changes to the "approved" design plans and specifications before and during the projects construction. Before starting any construction, provide 4 full size sets of the construction package to FAA Engineering Services:

FAA Great Lakes Regional Office
NavAids Engineering Center (AJW-2C14)
Attn: Luis N. Dominguez, Mgr.
2300 East Devon Ave.
Des Plaines, IL 60018
Phone: 847-294-7669
Email: Luis.N.Dominguez@faa.gov

13. Provide any information on hazardous materials or other environmental conditions that may impact the FAA relocated facilities. This information includes, but is not limited to, previous and current studies/reports conducted on known or suspected areas of environmental contamination located on or adjacent to airport property. The Sponsor agrees to remediate, at its sole cost, all hazardous substance contamination found to impact the proposed FAA facility sites prior to construction and modification to the land rights MOA. In the event that contaminants are discovered on future FAA equipment areas during the course of the FAA's environmental due diligence documentation process, the FAA will require that those areas be remediated. Should this occur, the FAA would coordinate further details with the Sponsor.
14. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form (Outage Request Form) no-less-than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website under the Forms section. This form may also be used to notify the FAA of any changes to the project schedule.
15. Provide a copy of the submitted FAA Form 6000-26 to the FAA ES POC outlined in this section.
16. Sponsor shall work with the FAA Airports Region/District Office and submit NRA or NR airspace cases for temporary and permanent locations of all buildings and equipment to be placed on the airfield as well as required Airspace cases showing information regarding construction vehicles and equipment during each

phase of the project to include all trenching operation locations, truck routes, contractor staging areas, cranes, etc. Sponsor shall respond to all NR/NRA case reviewer questions and comply with all reviewer comments. A “determination letter” must be received and reviewed by the FAA ADO before any construction can begin. Airspace cases can be submitted online via <https://oeaaa.faa.gov>

- D. This agreement is in whole or in part funded with funding from an AIP grant Yes No. If Yes, the grant date is: TBD and the grant number is: TBD. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The **FAA Central Service Area, Planning and Requirements** will provide administrative oversight of this Agreement. Vinh Nguyen is the Lead Planner and liaison with the Sponsor and can be reached at 817-222-4861 or via email at vinh.nguyen@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The **FAA Central Service Area/Chicago NAVAIDS Engineering Center** will perform the scope of work included in this Agreement. Luis Dominguez is the NAVAIDS Engineering Center Manager and liaison with the Sponsor and can be reached at 847-294-7669 or via email at luis.n.dominguez@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. **FAA Contracting Officer:** The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Bradley K. Logan who can be reached at 817-222-4395 or via email at brad.logan@faa.gov.

B. Sponsor:

WISBOA
Attn: Lucas Ward
4822 Madison Yards Way, 5th floor south
Madison, WI 53705
Telephone: 608-266-2729
Email: Lucas.ward@dot.wi.gov

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.
- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
Program Management (WB4010)	\$4,813.20
Engineering (WB4020, WB4050, WB4060, WB4070)	\$94,338.72
Environmental & Safety Engineer (WB4030)	\$34,655.04
Labor Subtotal	\$133,806.96
Labor Overhead	\$21,186.10
Total Labor	\$154,993.06
Non-Labor	
Travel (WB4020, WB4030, WB4050, WB4060, WB4070)	\$14,020.00
Drafting	\$5,000.00
Miscellaneous	\$3,000.00
Non-Labor Subtotal	\$22,020.00
Non-Labor Overhead	\$1,761.60
Total Non-Labor	\$23,781.60
TOTAL ESTIMATED COST	\$178,774.66

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.

- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

WISBOA
Attn: Lucas Ward
4822 Madison Yards Way, 5th floor south
Madison, WI 53705
Telephone: 608-266-2729
Email: Lucas.ward@dot.wi.gov

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs

additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6) and 31 U.S.C. § 6505 Intergovernmental Cooperation Act, which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and

the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

**WISCONSIN DEPARTMENT OF
TRANSPORTATION, BUREAU OF
AERONAUTICS**

SIGNATURE _____
NAME _____
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME _____
TITLE _____
DATE _____

CWA Legislative Update – September 2021

Senators Introduce Legislation to End Aviation Security Fee Diversion

(Source: AAAE Airport Alert)

September 9, 2021

Senators Edward Markey (D-MA) and Richard Blumenthal (D-CT) introduced in the Senate the Funding for Aviation Screeners and Threat Elimination Restoration Act or the “FASTER Act”, a bill to ensure that revenues collected from passengers as aviation security fees are used to help finance the costs of aviation security. Since 2013, Congress has diverted one-third of this security fee revenue and deposited it into the general fund of the Treasury to pay for unrelated government spending. This bill would repeal this diversion, thereby redirecting billions of dollars back to TSA, and would prevent Congress from raiding these funds in the future. Absent a change to current law, by the end of fiscal year 2027, more than \$19 billion of aviation security fee revenues will have been diverted.

The Senate bill is a companion to H.R. 1813, which House Homeland Security Committee Chair Bennie Thompson (D-MS), House Homeland Security Committee Ranking Member John Katko (R-NY), and House Transportation and Infrastructure Committee Chair Peter DeFazio (D-OR) introduced earlier this year on March 11. The FASTER Act was also introduced in the previous Congress but not enacted into law.

In their joint press release, Senators Markey and Blumenthal highlighted the critical role TSA plays in ensuring the safety of America’s air travelers, and the importance of having the agency properly resourced to satisfy this responsibility. Senator Markey said, “In light of evolving threats, the TSA needs ample resources to fulfill its mission, support its workforce, and deploy the latest and greatest security technologies. We must also ensure that the money passengers pay for their own security is actually used to protect the flying public.” Senator Blumenthal added, “Consumers rightly expect the September 11th Security Fee be used for its intended purpose: to prevent future threats and maintain safety in our skies. The FASTER Act will put an end to the diversion of this vital funding and restore critical investments in the TSA’s workforce and cutting-edge technology.”

Face Mask Requirement Extended Until January 18, 2022

(Source: AAAE Airport Alert)

August 20, 2021

TSA extended the Security Directive (SD) requiring masks in airports and on transportation conveyances through January 18, 2022. While this date change had been previously reported in the press, Security Directive 1542-21-01 Security Measures – Mask Requirements was not officially updated until today. Other than the date change—from September 13, 2021, to January 18, 2022—TSA stated that there will be no other substantial changes to the SD. The extension is designed to help minimize the spread of the COVID-19 Delta variant.

On a call with TSA and CDC earlier this week, CDC told AAAE that even with vaccinations, given the Delta variant and the inability to social distance, masks are a critical health safety measure for transportation. CDC also stated that there are no planned changes for their Order at this time.

This extension applies to individuals across all transportation networks throughout the United States, including at airports, onboard commercial aircraft, on over-the-road buses, and on commuter bus and rail systems.

Requiring All Employers with 100+ Employees to ensure their Workers are Vaccinated or Tested Weekly

(Source: [Whitehouse.gov](https://www.whitehouse.gov))

Accessed September 14, 2021

The Department of Labor's Occupational Safety and Health Administration (OSHA) is developing a rule that will require all employers with 100 or more employees to ensure their workforce is fully vaccinated or require any workers who remain unvaccinated to produce a negative test result on at least a weekly basis before coming to work. OSHA will issue an Emergency Temporary Standard (ETS) to implement this requirement. This requirement will impact over 80 million workers in private sector businesses with 100+ employees.

**CENTRAL WISCONSIN AIRPORT STATISTICAL REPORT
SUMMARY - AUGUST 2020 - 2021**

14-Sep-21

	2020 MONTH	2021 MONTH	% CHGE. 20-21	2020 Y-T-D	2021 Y-T-D	% CHGE. 20-21
ACTUAL OPERATIONS						
AMERICAN	62	84	35.5%	431	486	12.8%
UNITED	60	58	-3.3%	372	373	0.3%
DELTA	93	168	80.6%	605	983	62.5%
CHARTERS	0	0	0.0%	5	4	-20.0%
TOTAL ACTIVITY	430	620	44.2%	2,826	3,692	30.6%
ATCT OPERATIONS	1,183	1,378	16.5%	7,664	9,408	22.8%
AIRLINE CANCELLATIONS						
AMERICAN	0	3	100.0%	32	8	-75.0%
UNITED	0	1	100.0%	2	1	-50.0%
DELTA	0	0	0.0%	35	2	-94.3%
TOTAL CANCELLATIONS	0	4	100.0%	69	11	-84.1%
ENPLANED PASSENGERS						
AMERICAN	1,854	3,274	76.6%	14,111	18,603	31.8%
UNITED	1,131	2,227	96.9%	10,157	12,793	26.0%
DELTA	1,811	5,675	213.4%	15,013	28,319	88.6%
CHARTERS	0	0	0.0%	631	279	-55.8%
TOTAL ENPLANED PASSENGERS	4,796	11,176	133.0%	39,912	59,994	50.3%
DEPLANED PASSENGERS						
AMERICAN	1,540	2,996	94.5%	12,517	17,792	42.1%
UNITED	1,167	1,981	69.8%	10,120	12,784	26.3%
DELTA	1,814	5,380	196.6%	15,153	28,359	87.2%
CHARTERS	0	0	0.0%	631	279	-55.8%
TOTAL DEPLANED PASSENGERS	4,521	10,357	129.1%	38,421	59,214	54.1%
AIR FREIGHT - AMERICAN	0	395	100.0%	368	697	89.4%
AIR FREIGHT - UNITED	0	0	0.0%	0	0	0.0%
AIR FREIGHT - DELTA	1,935	0	-100.0%	15,124	18,258	20.7%
TOTAL AIRFREIGHT - AIRLINES	1,935	395	-79.6%	15,492	18,955	22.4%
TOTAL AIRFREIGHT -GEN AVIATION	144,634	159,499	10.3%	1,081,181	1,157,134	7.0%
AIRLINES & GEN AVIATION-AIR FREIGHT	146,569	159,894	9.1%	1,096,673	1,176,089	7.2%

LOAD FACTOR-CURRENT MONTH	SEATS	PAX	FACTOR
AMERICAN	4,200	3,274	78.0%
UNITED	2,900	2,227	76.8%
DELTA	8,200	5,675	69.2%

**CENTRAL WISCONSIN AIRPORT STATISTICAL REPORT
SUMMARY - AUGUST MONTHLY
2019 - 2021**

	AUGUST 2019	AUGUST 2020	AUGUST 2021	% CHANGE 2019/2021	% CHANGE 2020/2021
ACTUAL LANDINGS					
AMERICAN	85	62	84	-1.2%	35.5%
UNITED	86	60	58	-32.6%	-3.3%
DELTA	150	93	168	12.0%	80.6%
CHARTERS	3	0	0	-100.0%	0.0%
TOTAL OPERATIONS	648	430	620	-4.3%	44.2%
ATCT OPERATIONS	1,147	1,183	1,378	20.1%	16.5%
AIRLINE CANCELLATIONS					
AMERICAN	1	0	3	200.0%	100.0%
UNITED	0	0	1	0.0%	100.0%
DELTA	0	0	0	0.0%	0.0%
TOTAL CANCELLATIONS	1	0	4	300.0%	100.0%
ENPLANED PASSENGERS					
AMERICAN	3,690	1,854	3,274	-11.3%	76.6%
UNITED	3,474	1,131	2,227	-35.9%	96.9%
DELTA	6,140	1,811	5,675	-7.6%	213.4%
CHARTERS	248	0	0	-100.0%	0.0%
TOTAL ENPLANED PASSENGERS	13,552	4,796	11,176	-17.5%	133.0%
DEPLANED PASSENGERS					
AMERICAN	3,276	1,540	2,996	-8.5%	94.5%
UNITED	3,332	1,167	1,981	-40.5%	69.8%
DELTA	6,121	1,814	5,380	-12.1%	196.6%
CHARTERS	248	0	0	-100.0%	0.0%
TOTAL DEPLANED PASSENGERS	12,977	4,521	10,357	-20.2%	129.1%
AIR FREIGHT - AMERICAN	826	0	395	-52.2%	100.0%
AIR FREIGHT - UNITED	0	0	0	0.0%	0.0%
AIR FREIGHT - DELTA	2,785	1,935	0	-100.0%	-100.0%
TOTAL AIRFREIGHT - AIRLINES	3,611	1,935	395	-89.1%	-79.6%
TOTAL AIRFREIGHT - GENERAL AVIATION	154,167	144,634	159,499	3.5%	10.3%
AIRLINES & GENERAL AVIATION - AIR FREIGHT	157,778	146,569	159,894	1.3%	9.1%

Central Wisconsin Airport – Flight Schedule September 17, 2021



<u>Arrivals – Delta</u>				<u>Departures – Delta</u>			
5139	09:23	from DTW	CRJ	5054	06:00	to MSP	CRJ
5239	11:28	from MSP	CRJ	5139	07:00	to DTW	CRJ
5116	15:08	from DTW	CRJ	5052	11:00	to MSP	CRJ
5242	16:20	from MSP	CRJ	5116	12:45	to DTW	CRJ
5002	19:34	from DTW	CRJ	5084	17:00	to MSP	CRJ
5099	20:21	from MSP	CRJ	5002	17:10	to DTW	CRJ



<u>Arrivals – United Airlines</u>				<u>Departures – United Airlines</u>			
3765	15:19	from ORD	CRJ	3829	06:03	to ORD	CRJ
3885	21:14	from ORD	CRJ	4002	15:49	to ORD	CRJ



<u>Arrivals – American Eagle</u>				<u>Departures – American Eagle</u>			
4477	09:01	from ORD	ERJ	3788	07:36	to ORD	ERJ
4478	16:25	from ORD	ERJ	4477	09:33	to ORD	ERJ
3541	20:06	from ORD	ERJ	4478	16:53	to ORD	ERJ

Upcoming Charter Schedule

MSP = Minneapolis
 ORD = Chicago O’Hare
 DTW = Detroit

Total CWA Flights Daily = 11

**CENTRAL WISCONSIN AIRPORT
REVENUE 2021**

14-Sep-21

	BUDGET 2021	MONTH OF AUGUST	YEAR TO DATE	% OF BUDGET
5409-53 FUEL SALES	30,000	0	19,693	65.6%
5410-53 FUEL FLOWAGE	35,000	7,757	38,143	109.0%
5411-53 LANDING FEES	300,000	37,853	195,007	65.0%
5418-53 RAMP CHARGES	50,000	5,263	41,421	82.8%
AIRFIELD	415,000	50,873	294,264	70.9%
5422-56 UTILITIES	450	0	263	58.4%
CONTROL TOWER	450	0	263	58.4%
5412-55 RENT	100,000	2,020	68,676	68.7%
5422-55 UTILITIES	3,000	0	0	0.0%
HANGAR	103,000	2,020	68,676	66.7%
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	35	71	3.6%
MAINTENANCE SHOP	3,000	35	71	2.4%
5412-54 RENT	30,000	2,655	21,240	70.8%
5414-54 FARM LAND RENT	84,000	612	77,363	92.1%
5417-54 HWY BILLBOARDS	9,500	0	9,832	103.5%
5422-54 UTILITIES	0	0	0	0.0%
5432-54 CORPORATE HANGAR	100,000	7,949	96,200	96.2%
NET LEASE	223,500	11,216	204,635	91.6%
5440-51 PARKING	900,000	95,330	516,605	57.4%
5412-52 RENT	970,000	104,058	683,909	70.5%
5416-52 ADVERTISING	20,000	0	4,825	24.1%
5422-52 UTILITIES	36,550	3,221	26,942	73.7%
5431-52 SECURITY	5,500	0	2,341	42.6%
5499-52 MISCELLANEOUS	23,000	0	11,282	49.1%
TERMINAL BUILDING	1,055,050	107,279	729,299	69.1%
TOTAL	2,700,000	266,753	1,813,813	67.2%
1210 SALES TAX DISCOUNT	0	0	117	
8110 INTEREST ON INVEST	30,000	0	0	
8310 SALE FIXED ASSETS	20,000	0	0	
8350 INS RECOV	0	0	0	
8400 OTHER MISC REV	0	0	0	
8413 WORKERS COMP REIMB	0	0	0	
GRAND TOTAL	2,750,000	266,753	1,813,930	66.0%

5419-53 PASSENGER FAC. CHGS.	200,000	45,369	216,020	108.0%
8110 PFC INTEREST	5,000	0	0	0.0%
TOTAL PASSENGER FACILITY CHGS.	205,000	45,369	216,020	105.4%
5420-52 CFC CAR RENTAL FEES	212,200	19,152	100,192	47.2%

**CENTRAL WISCONSIN AIRPORT
DISBURSEMENTS - AUGUST 2021**

	2021 BUDGET	THIS MONTH	2021 YTD	YTD % of BUDGET
PERSONAL SERVICES				
SALARIES	400,797.00	34,630.40	287,160.64	71.6%
WAGES	729,799.00	51,799.92	410,608.62	56.3%
EMPLOYEE BENEFITS	18,500.00	0.00	2,617.83	14.2%
EMPLOYER CONTRIBUTIONS	464,932.00	33,730.23	289,983.92	62.4%
SUB TOTAL	1,614,028.00	120,160.55	990,371.01	61.4%
CONTRACTUAL SERVICES				
PROFESSIONAL SERVICES	156,500.00	13,966.91	54,374.83	34.7%
UTILITY SERVICES	270,000.00	33,997.60	149,595.82	55.4%
REPAIR-MAINT/STREETS	10,000.00	0.00	4,607.23	46.1%
REPAIR-MAINT EQUIP/BUILDINGS	90,000.00	13,105.11	52,115.61	57.9%
CONTRACTUAL SERVICES	190,000.00	10,996.73	112,319.64	59.1%
SUB TOTAL	716,500.00	72,066.35	373,013.13	52.1%
SUPPLIES & EXPENSES				
OFFICE SUPPLIES	6,000.00	156.62	2,930.18	48.8%
ADVERTISING/MEMBERSHIP/DUES	83,100.00	11,892.00	53,467.93	64.3%
TRAVEL	18,600.00	1,009.77	12,158.40	65.4%
OPERATING SUPPLIES	182,500.00	15,845.11	96,816.48	53.1%
REPAIR/MAINT SUPPLIES/GASOLINE	158,000.00	10,147.42	76,159.11	48.2%
CONSUMABLE TOOLS/SUPPLIES	6,000.00	432.78	3,624.94	60.4%
SUB TOTAL	454,200.00	39,483.70	245,157.04	54.0%
BUILDING MATERIALS				
METAL PRODUCTS	2,500.00	465.50	2,076.23	83.0%
WOOD PRODUCTS	500.00	0.00	0.00	0.0%
RAW MATERIALS/RWY PAINT	20,000.00	0.00	1,420.04	7.1%
ELECT FIXTURES/RWY SIGNS	5,000.00	0.00	3,859.52	77.2%
ASPHALT/ASPHALT FILLER	25,000.00	0.00	0.00	0.0%
SUB TOTAL	53,000.00	465.50	7,355.79	13.9%
FIXED CHARGES				
INSURANCE/OTHER LOSSES	92,792.00	0.00	84,681.00	91.3%
CAPITAL OUTLAY				
CAPITAL EQUIPMENT	85,000.00	80,954.66	121,543.66	143.0%
CAPITAL IMPROVEMENTS	1,370,000.00	11,168.25	34,235.50	2.5%
SUB TOTAL	1,455,000.00	92,122.91	155,779.16	10.7%
TOTALS	4,385,520.00	324,299.01	1,856,357.13	42.3%

2020-2021 CWA Budget Summary YTD - August

	August YTD - 2021	August YTD - 2020	% CHANGE
Airfield	\$294,264	\$340,367	
Control Tower	\$263	\$0	
Hangar	\$68,676	\$67,980	
Maintenance Shop	\$71	\$1,515	
Net Lease	\$204,635	\$182,077	
Parking	\$516,605	\$406,414	
Terminal Area	\$729,299	\$727,480	
Misc.	\$117	\$87,409	
Total Revenues	\$1,813,930	\$1,813,242	0.04%
Personal Services	\$990,371	\$1,008,608	
Contractual Services	\$373,013	\$365,504	
Supplies and Expense	\$245,157	\$290,482	
Building Materials	\$7,356	\$62,975	
Fixed Charges-Insurance	\$84,681	\$76,753	
Capital Outlay	\$155,779	\$74,675	
Total Expenses	\$1,856,357	\$1,878,997	-1.20%
Revenue over Expense	-\$42,427	-\$65,755	