

**CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING**  
*Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin*  
**March 20, 2020, 8:00 a.m.**

Call to Order by Chair Jim Zdroik at 8:00 a.m.

- a) Pledge of Allegiance
- 2) Approval of Minutes of the February 21, 2020 Board Meeting
- 3) Public Comment Period: 15-minute time limit
- 4) Review and Possible Action on Administrative Restructuring of the Central Wisconsin Airport
- 5) Review and Possible Action on TNC Policy and Agreements
- 6) Staff Reports
  - a) Director Report
    - i) Statistics – February 2020
    - ii) Covid-19 Update
    - iii) Flight Schedule
    - iv) Other Items of Interest
  - b) Financial Reports
    - i) Revenues and Expenses – February 2020
    - ii) Other Items of Interest
  - c) Project Reports
    - i) Concourse Project Update
    - ii) Runway 17/35 Reconstruction Design Update
    - iii) Foam Testing System Emergency Procurement
    - iv) Parking Lot Revenue Control System Replacement Progress Update
    - v) Other Items of Interest
- 7) ROLL CALL VOTE TO GO INTO CLOSED SESSION pursuant to Wis. Stat. 19.85(1)(c) For the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility
- 8) MOTION TO RETURN TO OPEN SESSION (No Roll Call vote needed). Discussion, Possible Action and/or Announcements from Closed Session Item
- 9) Adjournment
- 10) Next Meeting Date: April 17, 2020 at 8:00 a.m.

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

**CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING**  
**CENTRAL WISCONSIN AIRPORT TERMINAL**  
Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin  
February 21, 2020 - 8:00 a.m.

Airport Board:	Jim Zdroik, Chair John Durham – Excused Jeff Zriny Dave Ladick	Sara Guild, Vice Chair Leonard Bayer Lonnie Krogwold
Staff:	Brian Grefe, Airport Director Dave Drozd, Finance Jim Fredericksen, OMT III	Mark Cihlar, Planning & Development Julie Ulrick, Badging Coordinator
Visitors:	Karl Kemper, Becher Hoppe	

Meeting called to order by Chair Zdroik at 8:00 a.m.

***Motion by Zriny, second by Ladick to approve the minutes of the January 17, 2020 board meeting. Motion carried unanimously.***

**Public Comment Period:** None

**Review and Possible Action on Small Purchase Provisions Resolution:**

There have been challenges over the past few years acquiring vehicles and various smaller equipment. Currently, purchases over \$30,000 need to go out for bid, a threshold that has not been updated since the mid-90s. A resolution has been drafted requesting Marathon County to increase that threshold to \$75,000, which would allow for purchases under \$75,000 to require quotes only. The bid process requires accepting the low bid, in which the quality of equipment is not taken into consideration. This change would apply to all County departments and would require approval from the full Marathon County Board. CWA equipment purchases would be identified in the budget process and bids could still be sought, if desired, for purchases under the \$75,000. ***Motion by Guild, second by Krogwold to approve and forward to the Marathon County Board proposed Resolution R-03-20 increasing the small purchase provision to \$75,000. Motion carried unanimously.***

**Review and Possible Action on Air Carrier Incentive Program Resolution:**

One of the tasks in the Liebowitz & Horton contract is to develop an air carrier incentive program. Eligibility for the incentive would be based on a new route or a new air carrier entering into the market. Incentive programs are regulated by the federal government and the proposed program is in alignment with those regulations. Both situations would be eligible for the incentive for a period of 12 months, with standard rates applied thereafter. The incentive program is expected to increase airport revenues in parking and other revenue sources to offset program expenses. ***Motion by Ladick, second by Bayer to approve the Air Carrier Incentive Program and associated Resolution R-04-20 as presented. Motion carried unanimously.***

**Review and Possible Action on Permanent Utility Easement Resolution:**

CWA has several utility easements on airport property. One existing utility easement in an area designated for general aviation development needs to be extended to serve the Ascension Wisconsin Spirit Medical Transport hangar, as well as potential future hangars in this area. CWA staff have been working with Wisconsin Public Service (WPS) to plan for utilities in this area. The proposed utility easement runs east along the south side of Flightline Dr. as far as the east side of the access road named Taxi Way. If approved by the Central Wisconsin Joint Airport Board, the easement will have to be approved by the Marathon County Board and the Portage County Executive to become

final. ***Motion by Bayer, second by Zriny to approve the permanent utility easement for WPS under Resolution R-01-20. Motion carried unanimously.***

**Review and Possible Action on 2020 State Funded Projects Resolution:**

Two existing projects are up for approval under the Wisconsin Bureau of Aeronautics State Aid Program. The first project covers taxiway and access road improvements near the Ascension Spirit Medical Transport hangar. This project was out for bids and bid opening took place yesterday. McCabe Construction appears to be the low bidder at \$560,000. The second project is the addition of foam testing systems to Rescue 1 and 2 fire trucks and replacement of the bumper turret on Rescue 2. New state legislation has added additional requirements to the current FAA annual requirements for foam testing, with FAA-approved product costs ranging from \$35,000-\$55,000. The Wisconsin BOA is looking into options to assist airports in funding these unexpected truck modifications. ***Motion by Ladick, second by Guild to approve Resolution R-02-20 approving projects under the Wisconsin Bureau of Aeronautics State Aid Program. Motion carried unanimously.***

**Staff Reports:**

**Director Report – Brian Grefe:**

Statistics – The January 2020 statistical report shows an increase in enplanements of 17.6% and total activity up 9.5%. ATC operations were up 2.4%, with cancellations down from milder weather. Load factors ranged from 83.4% - 83.8%.

Flight Schedule – United’s third daily flight has returned and the third MSP flight is scheduled to return mid-March. The Mead & Hunt Air Service Development Conference takes place the first week of March and meetings are scheduled with American, Delta, United, Frontier, Allegiant and Sun Country.

Rental Car Update – Rental cars were given notice on closing prior to the last arriving flights as per contract and they have been cooperative in their attempts to resolve the issue.

Legislative Update – The White House unveiled its FY 2021 budget request, which includes various spending cuts over the next decade. The proposed budget for AIP remains at \$3.35 billion for 2021 and TSA will see some cuts and may face struggles, including a hiring freeze.

Aviation Conference Opportunities – Several upcoming educational conferences are available for board members to attend.

Air Service Quarterly Performance Report – The performance report for year ended 3Q of 2019 shows a change to top markets, with Dallas and Los Angeles moving up to the top five, replacing the Denver and Phoenix markets. Airline market share shows United up a point to 26% and Delta down a point to 46%. American remained steady at 27%. The forward looking schedule shows flights and seats are scheduled to be up 3% year over year for the period of March 2020 through August 2020.

Other Items of Interest – Another PreCheck enrollment event is scheduled for next week, with two agents scheduled to be onsite. Congratulations were given to Dave Drozd, who passed the C.M. exam two weeks ago and is now an AAAE Certified Member.

**Operations and Maintenance Report – Brian Grefe:**

Hiring Update – The full-time OMT position will be closing on February 28<sup>th</sup> and several qualified candidates applied. Interviews will begin shortly after the closing date.

Winter Operations – Snow removal equipment has been holding up well through winter to date and supplies are stocked for the remaining winter months. The small loader purchased continues to impress maintenance employees and is being used daily.

**Financial Reports – Dave Drozd:**

Revenues and Expenses – January is typically a slow month, with February usually picking up pace. Revenues are doing well overall at 6.4%. CFCs have not been applied and are also doing well.

Disbursements end the month at 5.3% reflecting higher personnel services for snow and overtime coverage. First quarter advertising costs are typically higher due to production costs for the upcoming year.

The 2019 pre-audit budget comparison shows the year ending with a fund balance increase of \$192,959.81. Revenues ended with an 8.28% increase over budget.

**Project Reports – Mark Cihlar:**

Passenger Boarding Bridge Project – The boarding bridge project is now complete, with only a few very minor spring paint touchups that remain. The heating/HVAC is running well and JH Findorff did a great job getting the project finished up. Operator training, as well as maintenance training, continues. The drive wheels on the bridges were initially a concern, but have been working very well to date.

Runway 17/35 Reconstruction Design Update – The 60% design review meeting was held this week. Initial plans included the possibility of construction access off of Interstate 39 at the abandoned wayside site, but after speaking with federal and state representatives using that route would require a separate environmental review, which would not align with the project schedule. Alternate routes will be looked at.

Other Items of Interest – Concourse construction is well underway with an anticipated completion date around the end of June or beginning of July. Timber sales were contracted with a forester and the high bid came in just under \$40,000. Land acquisition of property near the abandoned wayside is now complete and the land is officially airport property. An RFP for the new parking system is out and proposals should be received by the next board meeting. There are six potential proposers all with a different approach on technology, enclosures and other items.

**ROLL CALL VOTE TO GO INTO CLOSED SESSION pursuant to Wis. Stat. 19.85(1)(c) For the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility:**

9:17 a.m. Motion by Krogwold, second by Bayer to move into closed session. Roll call vote: Bayer, Krogwold, Zriny, Zdroik, Guild, Ladick. All ayes.

**MOTION TO RETURN TO OPEN SESSION (No Roll Call vote needed). Discussion, Possible Action and/or Announcements from Closed Session Item:**

9:34 a.m. Motion by Zriny, second by Krogwold to return to open session. Motion carried unanimously. No announcements.

The next regular session of the board is scheduled for March 20, 2020 at 8:00 a.m.

***9:34 a.m. Motion by Bayer, second by Ladick to adjourn. Motion carried unanimously.***

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Julie Ulrick, Recording Secretary



## Agenda Item Summary

**Airport Board Meeting Date:** March 20, 2020

**Agenda Item Title:** 4) Administrative Restructuring of the Central Wisconsin Airport

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

**Background:** With the transition to 24 hour per day, 7 day per week full-time operations and maintenance staffing at the airport there has been reduction in the total available personnel during certain times to complete large maintenance projects. We are, at times, spread too thin. In October of 2017, the Joint Airport Board and Marathon County approved the first weekend Operations and Maintenance Supervisor. The benefits of this position were quickly realized. Shift coverage was improved, and more work was getting accomplished on our slow days of Saturday and Sunday. Adding this position did, however, result in communication and reporting challenges. An Assistant Airport Director – Operations and Maintenance structure resulted in an information “bottleneck” and at times the Operations and Maintenance Supervisor was not used to the extent needed for the airport to be successful. Streamlining the communication structure by having two Operations and Maintenance Supervisors reporting to an Assistant Airport Director will balance the information flow and work assignments.

The newly created Assistant Airport Director position will take on significantly more responsibility than the Assistant Airport Director – Operations and Maintenance or the Assistant Airport Director – Planning and Development. Those positions and responsibilities will effectively be combined. As such qualifications, experience and compensation will need to be adjusted commensurate with the demands of the position. Also, it will be critical to hire qualified and experienced candidates in both these positions.

**Timeline:** Filling these positions will need to happen quickly after these positions are approved. Both positions will be posted at the same time, and as soon as March 20<sup>th</sup>. The Assistant Airport Director position will be hired first.

**Financial Impact:** The detailed financial impact is unknown at this point. One FTE’s salary range is increasing, and one FTE’s salary range is decreasing. Actual salary for each position will be based on experience and qualifications. Total change is anticipated to be negligible to the overall 2020 annual budget. The airport’s total FTE remains unchanged.

**Contributions to Airport Goals:** The 2020 Annual Airport Goals identified Goal #2 as: “Identify Strategies to Address Staffing Shortages”. While this restructuring does not change the Airport’s FTE, the addition of a working Operations and Maintenance Supervisor will help with required operations coverage, and identifying and completing maintenance tasks.

**Recommended Action:** Airport staff recommends to pass RESOLUTION No. R-05-20 1. Abolish one full-time Assistant Airport Director – Planning and Development, Pay Level C44 and create one full-time Assistant Airport Director – Pay Level D61, and 2. Abolish one full-time Assistant Airport Director – Operations and Maintenance, Pay Level C51 and add one additional full-time Operations and Maintenance Supervisor, Pay Level C41.

**Attached:** RESOLUTION No. R-05-20, Draft CWA Organizational Chart, Assistant Airport Director Position Description, and Operations and Maintenance Supervisor Position Description.

**RESOLUTION No. R-05-20**  
**ADMINISTRATIVE STAFF RESTRUCTURING OF THE CENTRAL**  
**WISCONSIN AIRPORT**  
**BY**

**Central Wisconsin Joint Airport Board**

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

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

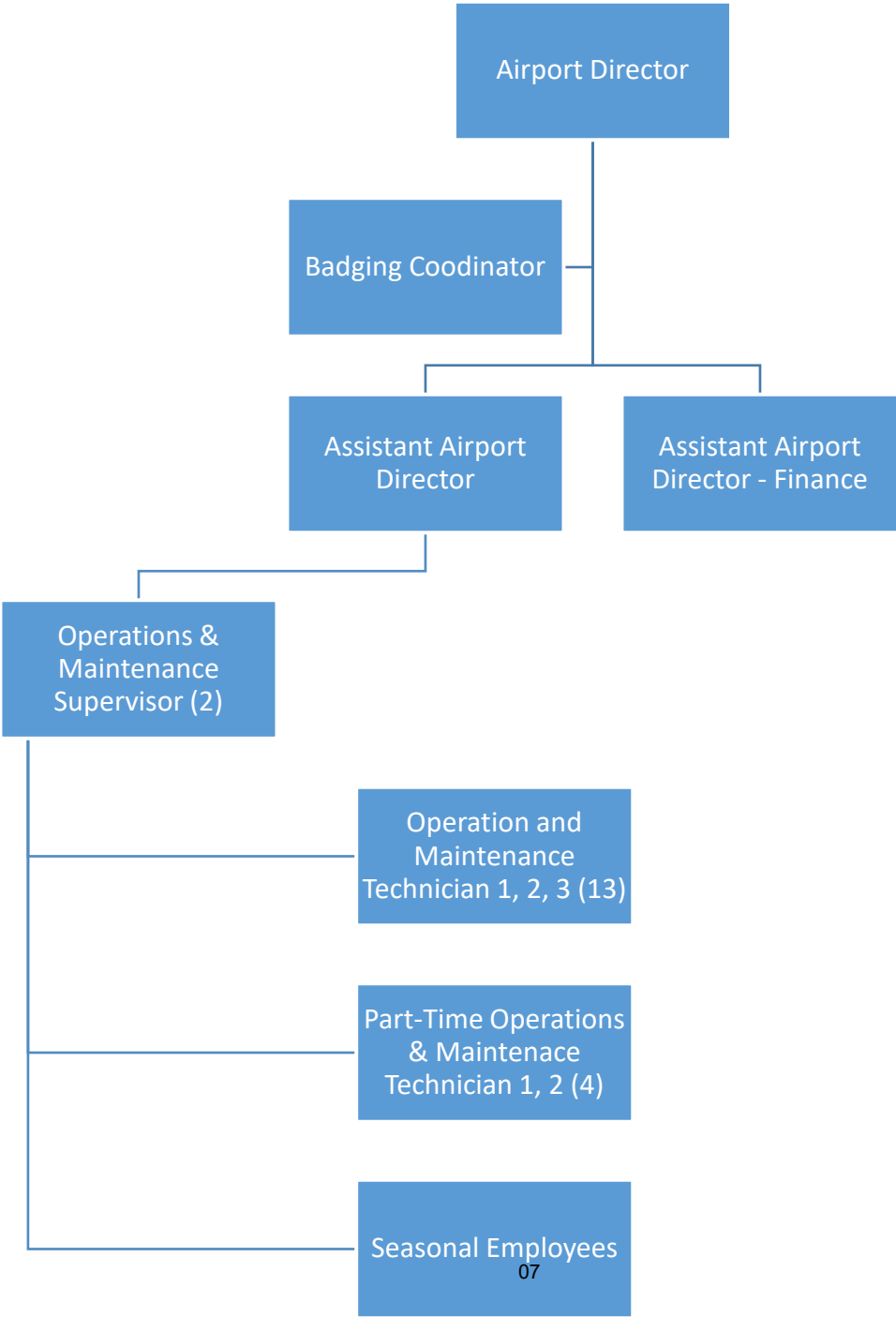
WHEREAS, airport staff have identified an opportunity to restructure the administration of the department that will result in improved effectiveness of the department.

THEREFORE, BE IT RESOLVED, that the Joint Airport Board does ordain the following and approve the implementation of the administration restructuring as follows:

1. Abolish one full-time Assistant Airport Director – Planning and Development, Pay Level C44 and create one full-time Assistant Airport Director – Pay Level D61,
2. Abolish one full-time Assistant Airport Director – Operations and Maintenance, Pay Level C51 and add one additional full-time Operations and Maintenance Supervisor, Pay Level C41.

DATED this 20<sup>th</sup> day of March, 2020

CENTRAL WISCONSIN JOINT AIRPORT BOARD

Central Wisconsin Airport  
**Position Description**

<b>Title:</b>	Assistant Airport Director	<b>Class Code:</b>	<b>D61</b>
<b>Department:</b>	Central Wisconsin Airport	<b>FLSA:</b>	Exempt
<b>Reports to:</b>	Airport Director	<b>Date:</b>	March 2020

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**Purpose of Position**

Develop, implement, monitor, and improve the day to day and continued operation of the Central Wisconsin Airport. A strong operations program is essential to the safe and efficient operation of a commercial service airport. The Assistant Airport Director is responsible for the airport's 14 CFR Part 139, 49 Part 1542, maintenance, environmental, training, emergency preparedness, and the Airport Capital Improvement Program

**Essential Duties and Responsibilities**

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- As a senior member of the Central Wisconsin Airport leadership team, provides guidance, support and takes appropriate actions to continuously improve the value of the airport in the communities
- Ensures Compliance with Federal Aviation Regulations Part 139 –Certification of Airports and relevant Advisory Circulars
- Serves as the airport's lead on local and regional Emergency Management preparedness and coordination
- Ensures compliance with TSA Part 1542 Airport Security Plan, Security Directives and Information Circulars including acting as the airport's designated Airport Security Coordinator
- Develops maintain and assist in the implementation of the Airport Capital Improvement Program over a 5, 10 and 20-year horizon
- Researches and prepares reports and plans to support complex issues, such as the Airport Master Plan and Strategic Plan, noise programs, Passenger Facility Charge and Airport Improvement Program purpose and need statements, National Environmental Protection Act documentation, site and area development planning, compatible land use plans, airfield capacity, terminal capacity, economic development plans, benefit/cost analyses, sustainability reports/plans, Part 150 documentation, facility and infrastructure requirements analyses, project programming documentation, facility use surveys and analyses, geospatial analysis, concept design and development
- Works with surrounding zoning authorities to ensure compatible land use for both the current and future needs of the airport
- Monitor and maintain storm water compliance with local, state, and federal regulations
- Oversee airport safety programs and risk management best practices
- Manage the airport's employee training programs, Standard Operating Procedures and employee development
- Responds to questions from the media, citizens and governmental officials
- Ability to assume the role of Airport Director in the absence of the Director



## **Additional Tasks and Responsibilities**

While the following tasks are necessary for the airport to function, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- Develops training curriculum for new airport systems and facilities.
- Conducts airport procurement and contracting efforts including: Request for Proposals/Bids, Request for Qualifications, airport service agreements, tenant leases, and airport use agreements
- Assists in managing the airport's IT infrastructure
- Participates in strategic and tactical planning efforts for the airport
- Assists in airport marketing efforts including updating the airport's website and social media presence
- Assists in airport badging
- Supports the maintenance and operation of the airport's parking and ground transportation system
- Develops strategy to increase non-aviation airport revenue
- Assists in preparation and implementation of the airport's short and long term financial planning and annual budgeting
- Assist in managing Airport Noise Program and complaints
- Serves as the airport's Disadvantaged Business Enterprise Liaison Officer

## **Minimum Training and Experience Required to Perform Essential Job Functions**

Education/Formal Training and Experience:

- Bachelor's degree from an accredited four-year college or university in aviation management, public administration, business administration, engineering, or a related field; and,
- At least five years of progressively responsible airport operations and maintenance experience at public commercial service airport or,
- Any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job

## **Licenses and Certifications:**

- AAAE Certified Member Designation required at hire, or within 24 months of hire
- Accredited Airport Executive (AAE) preferred
- Valid Wisconsin drivers' license
- Incident Command System (ICS) training, level ICS-300 or above, within 12 months of hire
- Incident Command System (ICS) training, level ICS-400 or above, within 24 months of hire

Central Wisconsin Airport  
**Position Description**

<b>Title:</b> Operations and Maintenance Supervisor	<b>Pay Range:</b> C41
<b>Department:</b> Central Wisconsin Airport	<b>FLSA:</b> Exempt-88
<b>Reports to:</b> Assistant Airport Director	<b>Date:</b> Sept. 2017

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**Purpose of Position**

Develop, recommend, implement, monitor, and improve the weekend and sustained operation of the Central Wisconsin Airport. A strong 24/7 operations program is essential to the safe and efficient operation of a commercial service airport. The Operations and Maintenance Supervisor is highest-level airport official regularly scheduled on weekends. This person must have the ability and experience to make the right decisions in the best interest of the airport.

**Essential Duties and Responsibilities**

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- As a supervisor member of the Central Wisconsin Airport leadership team, provides guidance, support and takes appropriate actions to continuously improve the impact of the airport in the community
- Ensures Compliance with Federal Aviation Regulations Part 139 –Certification of Airports and relevant Advisory Circulars
- Supports and implements an efficient Snow and Ice Control Plan and effectively briefs employees and stakeholders on responsibilities and expectations
- Implements the airport’s Wildlife Hazard Management Plan in accordance with current regulations and the airport’s need
- Supports a robust Notice to Airmen and field condition reporting program
- Meets and exceeds compliance with FAA regulated Airport Rescue and Firefighting requirements
- Supports local and regional Emergency Management preparedness and coordination
- Ensures compliance with TSA Part 1542 Airport Security Plan, Security Directives and Information Circulars
- Act as an alternate Airport Security Coordinator
- Monitor and maintain storm water compliance with state and federal regulations
- Supports and develops airport safety programs and risk management best practices
- Supports and develops the airport’s employee training programs, Standard Operating Procedures and employee development
- Directs, oversees, coordinates and supervises the weekend maintenance and cleaning of all airport facilities and fleet vehicles
- Ability to assume the role of the Assistant Airport Director – Operations and Maintenance in their absence

## **Additional Tasks and Responsibilities**

While the following tasks are necessary for the airport to function, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- Develops training curriculum for new airport systems and facilities.
- Assists in the implementation of the Airport Capital Improvement Program
- Assists in managing the airport's IT infrastructure
- Participates in strategic and tactical planning efforts for the airport
- Assists in airport marketing efforts including updating the airport' website and social media presence.
- Assists in airport badging
- Supports the maintenance and operation of the airport's parking and ground transportation system
- Assists in preparation and implementation of the airport's short and long term financial planning and annual budgeting
- Assist in managing Airport Noise Program and complaints

## **Minimum Training and Experience Required to Perform Essential Job Functions**

Education/Formal Training and Experience:

- Associates' or technical school degree from an accredited program in aviation management, emergency management, fire science, criminal justice or a related field; and,
- At least two years of progressively responsible airport operations and maintenance experience at public commercial service airport or,
- Any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job

## **Licenses and Certifications:**

- AAAE Airport Certified Employee required at hire, or within 12 months of hire
- Accredited Airport Executive (AAE) or Certified Member (CM) preferred
- Valid Wisconsin Class B Commercial drivers' license required within 3 months of hire
- Airport Rescue and Firefighting certification required at hire, or within 12 months of hire
- Incident Command System (ICS) training, level ICS-300 or above, within 12 months of hire
- Incident Command System (ICS) training, level ICS-400 or above, within 24months of hire



## Agenda Item Summary

**Airport Board Meeting Date:** March 20, 2020

**Agenda Item Title:** #5) Review and Possible Action on TNC Policy and Agreements

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

**Background:** On January 17, 2020, the Joint Airport Board of Central Wisconsin approved a draft TNC Agreement. After the board's approval the TNC Operators of Uber and Lyft requested changes to the confidentiality clause in the agreement to be more consistent with contracts at other airports. This revised language has been reviewed and deemed acceptable by Marathon County Corporation Council.

**Timeline:** This contract will go into effect immediately.

**Financial Impact:** This is a new contract, so any financial impact would be an estimate. The goal of this contract is to preserve airport revenues. Airport staff will closely watch revenues generated by TNCs and compare it to probable lost revenue from other ground transportation options at the airport to evaluate if TNC fees need to be adjusted in the coming years.

**Contributions to Airport Goals:** This contract was specifically requested as the first sub-goal in the 2019 annual goal of "Manage Business Opportunities".

**Recommended Action:** Airport staff recommends to approve the CWA Transportation Network Carrier Operating Agreements and authorize the Airport Director to sign and administer the agreement(s).

**Attachments:** Uber and Lyft Operating Agreements.

## **CWA TRANSPORTATION NETWORK CARRIER OPERATING AGREEMENT**

**THIS OPERATING AGREEMENT** (the “Agreement”) is hereby made and entered into on March 1, 2020, by and between the Central Wisconsin Joint Airport Board (“CWA”), and Rasier, LLC., (“Operator”). CWA and Operator are sometimes hereinafter referred to individuals as a “Party” or collectively as the “Parties”.

**WHEREAS**, Marathon and Portage Counties own and operate through the Central Wisconsin Joint Airport board and its designee, the Airport Director, the Central Wisconsin Airport (the “Airport”) located in Mosinee, WI;

**WHEREAS**, Operator desires to operate a transportation network business at the Airport wherein the network provided by Operator will be used to connect passengers to independent contractor drivers pre-arranged transportation services offered by Drivers (hereinafter defined);

**WHEREAS**, CWA has agreed to allow the Operator to conduct its business at the Airport, subject, however, to the terms and conditions of this Agreement; and

**WHEREAS**, the following definitions shall apply to this Agreement at all times:

(a) “App” shall mean the mobile smartphone application or platform developed by Operator that connects passengers with Drivers/Vehicles.

(b) “Designated Areas” shall mean loading zones that are available to the general public to pick up and drop off passengers at the Airport.

(c) “Driver” means any individual who has been approved by Operator to use a vehicle to transport passengers whose rides are arranged through the Operator’s online-enabled application. For purposes of this Agreement, the term “Driver” applies at all times that Driver is on Airport property by reason of the Driver’s relationship with the Operator, regardless of whether the Vehicle is carrying a passenger.

(d) “Vehicle” shall mean the vehicle used by a Driver.

**NOW, THEREFORE**, in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. **OPERATIONS**

1.1. **Designated Area**. CWA permits Operator to allow Drivers affiliated with Operator to use, in common with others so authorized, the Designated Area to provide the Permitted Use (hereinafter defined), subject to the terms and conditions hereinafter set forth. Nothing in this Agreement shall be construed as granting or creating any license or

franchise rights pursuant to any federal, state or local laws, rules or regulations. Operator's permit to use the Designated Area shall be on a non-exclusive basis at all times.

1.2. **Permit of Ingress and Egress.** Drivers affiliated with Operator shall have the non-exclusive permission of ingress and egress across Airport property to conduct their permitted operations hereunder, provided that such ingress and egress activity: (a) shall not impede or interfere, in any way, with the operation of the Airport by CWA or the use of the Airport by its tenants, passengers or employees; (b) shall be on roadways, and other areas designated by CWA from time to time; and (c) may be temporarily suspended by CWA at the sole discretion of Airport Director, or his or her designee.

1.3. **Changes to Airport.** Operator acknowledges and agrees that: (a) CWA shall have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and designated pick-up, drop-off and staging areas; and (b) CWA has made no representations, warranties and/or covenants to Operator regarding the design, construction, passenger or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, Operator acknowledges and agrees that: the Airport may from time to time undergo renovation, construction and other Airport modifications; and CWA has adopted Rules and Regulations and may from time to time change or add additional Rules and Regulations that may affect Operator's business.

1.4. **"As-Is" Condition.** Operator accepts the Designated Areas and the Airport in their present condition and "as-is", without representation or warranty of any kind, and subject to all applicable laws, ordinances, Rules and Regulations.

1.5. **Requirements.** During the term of this Agreement, Operator shall have a non-exclusive, revocable permit only to: (a) operate a transportation network business at the Airport utilizing smart phone mobile application technology to connect passengers with pre-arranged transportation services for hire; (b) permit Drivers to access the Operator's App in order to transport such passengers and their personal baggage to and/or from the Airport; and (c) permit Drivers in providing rides matched through the Operator's App to use common-use Airport roadways for ingress and egress to and from the Airport's passenger terminal. Nothing herein shall be deemed to grant Operator any exclusive right or privilege. CWA makes no representation or warranty regarding the functionality of the smart phone mobile application technology on airport premises.

1.6. **Geo-Fence.** Operator shall demonstrate to CWA that Operator has established a Geo-Fence to manage its airport business and shall notify affiliated Drivers about the geo-fence. The geo-fence shall correspond to the Designated Area described above.

## 2. **TERM; COMMENCEMENT DATE; TERMINATION**

2.1. **Term.** This Agreement shall be effective on the Commencement Date and shall be in effect for a period of 3 years thereafter. The term shall automatically renew for additional terms of one (1) year each, unless a Party sends a written notice of

termination to the other Party at least thirty (30) days prior to the end of the then current term.

2.2. **Commencement Date.** This Agreement shall hereafter be effective, and the “Commencement Date” shall be deemed to occur, on the date on which all of the following conditions precedent are satisfied, in CWA’s sole judgment:

(a) CWA shall have received certificates evidencing that Operator has obtained all insurance required by this Agreement;

(b) Operator shall have implemented a virtual perimeter that encompasses the real-world geographic area comprised by the Airport (“Geo-Fence”).

2.3. **Termination.** This Agreement may be terminated prior to expiration as follows:

(a) Either party may terminate this Agreement, at any time, for any reason, if the terminating Party gives not less than thirty (30) days’ prior written notice thereof to the other Party.

### 3. **USE**

3.1. **Permitted Use.** Operator and Drivers may use the Designated Area only for the uses specified in this Agreement (collectively, “Permitted Use”) and for no other purpose.

3.2. **No Exclusivity.** Operator acknowledges and agrees that it has no exclusive rights to conduct the business described herein, and that CWA has the right, at all times, to arrange with others for similar activities at the Airport.

3.3. **Transportation Requirements.** In conducting its operations consisting solely of the Permitted Use, without limiting the generality of other provisions of this Agreement, Operator shall inform Drivers of the terms of this Agreement and the following transportation requirements, as amended from time to time by CWA:

(a) In addition to the requirements set forth in Wisconsin Statutes, section 440.40 through 440.495, or successor statutes, each Driver shall display a visible professionally manufactured standard company logo/decal/light or other professional signage within such driver’s vehicle at all times while upon Airport grounds. Furthermore, each driver shall maintain information (or a digital decal) on his or her smartphone while using the App, in lieu of an Airport transponder. This information will allow the Airport to confirm the following information for any Driver or Vehicle using the App while on Airport grounds:

(1) Driver identity and color photo;

(2) Vehicle make, model;

(3) License plate number;

(4) Certificates of insurance; and

(5) An electronic waybill that meets the criteria set forth in Section 3.4.

(b) Each Driver shall be allowed to pick-up passengers at the Airport at the Designated Area, and will be allowed to drop-off passengers at the Designated Area;

(c) Each Driver must be able to produce, upon the request of any police officer or CWA representative, an electronic waybill meeting the requirements of Section 3.4;

(d) Once a Driver has made contact with the passenger(s) with whom such driver was matched, the Driver shall promptly load such passenger(s); and

(e) Each Driver shall limit his or her curbside time to the time required for the prompt loading and unloading of passengers, and after loading passengers, such Driver shall thereafter promptly depart from the Airport.

3.4. **Waybills.** In lieu of a physical waybill, every passenger pick-up shall be documented electronically immediately for the ride to which it relates. Drivers shall, upon request, immediately present an electronic waybill to any CWA official for inspection.

3.5. **No Advertising or Promotions.** No Vehicle shall post or display, on the exterior thereof, any signage or other displays except for Operator's name and/or logo (or the signage of other transportation network companies).

3.6. **General Prohibited Activities.** Without limiting any other provision herein, Operator shall not, without CWA's prior written consent: (a) cause or permit anything to be done, in or about the Designated Areas or the Airport, or bring or keep anything thereon, which would be reasonably likely to (i) increase, in any way, the rate of fire insurance on the Airport, (ii) create a nuisance, or (iii) obstruct or interfere with the rights of others on the Airport or injure or annoy them; (b) commit, or suffer to be committed, any waste upon the Designated Area or the Airport; (c) use, or allow the Designated Areas to be used, for any improper, immoral, unlawful or reasonably objectionable purpose; (d) place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within or adjacent to the Designated Area or the roadways; or (e) do, or permit to be done, anything, in any way, which would be reasonably likely to materially injure the reputation or image of CWA or appearance of the Airport.

3.7. **Other Prohibited Activities.** Without limiting the generality of other provisions of this Agreement, Operator will convey to Drivers that the following activities are prohibited by Drivers:



- (a) Turning off or disabling the App when a Vehicle is on Airport property, unless the Driver is departing the Airport after a drop-off;
- (b) Allowing operation of a Vehicle on Airport roadways by an unauthorized driver;
- (c) Transporting a passenger in an unauthorized vehicle;
- (d) Picking-up or discharging passengers, or their baggage, at any location other than the Designated Area;
- (e) Failing to provide information, or providing false information, to police officers or CWA personnel;
- (f) Displaying, to a CWA official, a waybill in an altered or fictitious form;
- (g) Soliciting passengers on Airport property;
- (h) Using or possessing any alcoholic beverage while on duty;
- (i) Failing to operate a Vehicle in a safe manner;
- (j) Failing to comply with posted speed limits and traffic control signs;
- (k) Using profane or vulgar language;
- (l) Attempting to solicit payment in excess of that authorized by law;
- (m) Soliciting for or on behalf of any hotel, club, nightclub, or other business;
- (n) Soliciting of any activity prohibited by the applicable laws, rules or regulations;
- (o) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
- (p) Disconnecting any pollution control equipment;
- (q) Using or possessing any illegal drug or narcotic while on Airport property;
- (r) Operating a Vehicle without proper certification or at any time during which Operator's authority is suspended or revoked;
- (s) Engaging in any criminal activity;
- (t) Leaving a Vehicle unattended at the Airport; and
- (t) Operating a vehicle under the influence of alcohol or marijuana.

3.8. **Representative of Operator.** Operator shall provide CWA with name, address, telephone and email address for at least one qualified representative authorized to represent and act for Operator in matters pertaining to its operation, and shall keep CWA informed, in writing, of the identity of each such person.

#### 4. **FEES; REPORTING; AND RECORDKEEPING**

4.1. **Defined Terms.** As used in this Agreement, the following capitalized terms shall have the following meanings:

(a) "Trip" means each instance in which a Driver affiliated with the Operator enters Airport property to pick up or drop off one or more passengers on Airport property.

(b) "Per Trip Fee" means a fee of \$1.00 for each Trip.

(c) "Monthly Fee" means the product of the following: (i) the number of Trips conducted by Vehicles used by Drivers engaged in business activity with the Operator in one calendar month, and (ii) the Per Trip Fee then in effect.

#### 4.2. **Payment Requirements and Reports.**

(a) Within thirty (30) days after the close of any calendar month, Operator shall submit its operations report to CWA for the previous calendar month (the "Monthly Report"). The Monthly Report shall be in an agreed-upon electronic format (as specified by CWA), and shall contain the total number of Trips for the reporting period. All such information shall be accurate at all times.

(b) Operator agrees to pay a Monthly Fee to CWA, which shall constitute a total of the Per Trip Fees assessed for each Trip in the relevant month. The Monthly Fee is due, in full, and shall be received by CWA, within thirty (30) days after the close of any calendar month. All payments hereunder, including Monthly Fees, shall be paid to Marathon County Treasurer, 500 Forest St. Wausau WI, 54403.

(c) All payments hereunder, including Monthly Fees, shall be paid in lawful money of the United States of America, free from all claims, demands, setoffs, or counterclaims of any kind. Any payments hereunder, including Monthly Fees, not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month, or if lower, the maximum amount allowed by law.

#### 4.3. **Books and Records.**

(a) Operator agrees to maintain and make available (in physical or electronic form) to CWA at CWA's Office, or a mutually agreed upon third party location, during regular business hours, accurate and detailed books and accounting records reflecting its performance of its obligations under this Agreement. Operator shall maintain such books and records in accordance with generally accepted accounting principles

("GAAP"). Upon CWA's reasonable prior written request, which shall not occur more than once per calendar year, Operator shall permit CWA to audit and examine such books and records relating to its performance of its obligations under this Agreement at CWA's Office, or a mutually agreed upon third party location, at Operator's expense. Operator shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years from the expiration of this Agreement or the last date of operations at the Airport, whichever is later, but in no event shall such data and records need to be retained for a period longer than seven (7) years.

(b) Should any examination, inspection or audit of Operator's books and records by CWA disclose an underpayment by Operator of the consideration due, Operator shall promptly pay CWA the amount of such underpayment. If said underpayment exceeds five percent (5%) of the consideration due, Operator shall reimburse CWA for all reasonable costs incurred, including reasonable staff and attorney costs, in the conduct of such examination, inspection or audit.

## **5. ASSIGNMENT**

5.1. **No Assignment**. Operator shall not assign, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any privilege or permission hereunder, without CWA's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed (the term "Transfer" shall mean any such assignment, encumbrance, or transfer). CWA's consent to one Transfer shall not be deemed a consent to any subsequent Transfers. Any Transfer made without CWA's consent shall constitute a default hereunder and shall be voidable at CWA's election. Notwithstanding the above, Operator shall retain the right to Transfer this Agreement, or any right hereunder, to an affiliate of Operator.

5.2. **Change of Control**. The sale or other Transfer of a controlling percentage of the capital stock or membership interests of Operator, whether by merger, stock sale or otherwise, or the sale or transfer of more than fifty percent (50%) of the value of the assets of Operator related to the operations hereunder, shall be deemed a Change of Control, not a Transfer, and shall not be subject to the restrictions in Section 5.1. The phrase "controlling percentage" means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of Operator's capital stock or interests issued, outstanding and entitled to vote for the election of directors.

## **6. COMPLIANCE WITH LAWS**

At all times, Operator shall cause its use of the Airport and its operations under this Agreement to comply with all applicable laws, ordinances, orders, directives, rules, codes, regulations and decrees of federal, state and local governmental entities and agencies, and their respective departments, agencies, authorities and boards (individually, a "Governmental Entity", or collectively, "Governmental Entities"), and all applicable grant assurances provided by CWA to any federal or state Governmental

Entity in connection with CWA's ownership or operation of the Airport, and all other applicable rules, regulations, policies, and procedures of CWA, as the same may be amended, modified or updated from time to time, including, but not limited to, those relating to health and safety, especially those pertaining to public safety such as safe driving practices, seat belts, and child seats/restraints. For purposes of this Agreement, the term "Governmental Entity" shall also mean and include, without limitation, CWA, State of Wisconsin, U.S. Department of Transportation, Federal Aviation Administration, and Transportation Security Administration.

## **7. INDEMNITY; INSURANCE**

7.1. **Indemnity.** Operator agrees to indemnify, defend and hold harmless CWA, its officers, directors, agents and employees, from and against any and all claims, actions, damages, liabilities, and judgments, and losses, costs, fines, penalties, and expenses paid or payable to a third party (including, but not limited to, reasonable attorney's fees, court costs and litigation expenses), with respect to any third party claim arising out of or related to: (a) Operator's performance or exercise of this Agreement and rights granted under this Agreement; (b) an intentional act or a negligent act or omission of any of Operator's Drivers, officers and employees related to this Agreement; (c) the failure of Operator to comply with any applicable laws, ordinances, rules or regulations related to this Agreement; or (d) any breach or default by Operator of any of its obligations under this Agreement. Notwithstanding the foregoing, Operator shall have no obligation under this Section for claims arising out of or related to (x) any negligent act or omission of CWA or its officers, directors, agents, and employees, or (y) any allegation related to the CWA's authority to enter this Agreement or CWA's enforcement of this Agreement. Any indemnification and hold harmless obligations of Operator under this Agreement shall survive any expiration or termination of this Agreement. The foregoing indemnification obligation is contingent upon CWA providing Operator with (i) prompt written notice of any claim subject to indemnification hereunder, (ii) sole control over the defense and settlement of each such claim (provided that Operator will not settle or compromise any claim without written consent of CWA, which consent shall not be unreasonably withheld, conditioned or delayed), and (iii) reasonable cooperation, at Operator's expense, in the defense and settlement of a claim.

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

7.2. **Insurance.** A participating driver, or the Operator on the driver's behalf, shall maintain primary automobile insurance that meets the requirements of Wisconsin Statutes, section 440.48(1), or successor statutes. If insurance maintained by the participating driver has lapsed or does not provide the required coverage, insurance maintained by the Operator shall provide the coverage required by statute and this agreement beginning with the first dollar of a claim and have the duty to defend the claim.

In addition to the insurance required above, Operator shall procure and maintain, at its sole cost and expense and at all times during the term of this Agreement, insurance of the kind and in the amount hereinafter provided, by financially responsible and qualified companies eligible to do business in the State of Wisconsin covering all operations under this Agreement (including those of Drivers). Prior to the Commencement Date, Operator shall provide a certificate of insurance to CWA, listing CWA and Marathon and Portage Counties as additional insured, showing that Operator has complied with the obligations of this Section. The certificate of insurance required of this Section shall provide an obligation that the insurer provide the certificate holder (CWA) with at least thirty (30) days prior written notice of cancellation. The following insurance coverages are required to be provided by Operator under this Agreement. (a) Commercial Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident for third party death, bodily injury, and property damage. This coverage applies to Vehicles operated by Drivers while:

- i. The Driver is located on the airport premises during the course of providing an accepted trip including the picking-up and dropping-off of passenger(s);
- ii. The Driver is located on the airport premises immediately following the conclusion of a requested trip and while in the course of exiting the airport premises;
- iii. The Driver has logged into the App controlled by the Operator and is “available to receive requests” for transportation services from passengers using the App and the Driver is located on the airport premises.

“Available to receive requests” means the App is in a state such that an applicable request would be transmitted to the Driver’s smartphone for acceptance by the Driver.

(b) Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) per occurrence, insuring the Operator from liability from bodily injury (including wrongful death), personal injury, and damage to property resulting from the performance of this Agreement by Operator.

All Vehicles must be included under Operator’s Commercial Automobile Liability Policy or covered by a blanket coverage endorsement; and all employees of Operator must be covered under Operator’s General Liability policy. The limits of the foregoing insurance shall not, in any way, limit the liability of Operator under the terms of this Agreement. In addition, the foregoing insurance policies are primary insurance to any other insurance held by CWA with respect to any covered claims arising out of this Agreement.

7.3. **Notice.** Each Party hereto shall give to the other Party, prompt and timely written notice of any loss arising out of this Agreement, meaning any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorney’s fees, investigation costs, remediation costs, and court costs), of any kind or nature, coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the

defense of the same to the extent of its own interest.

#### **7.4. Confidentiality of Records**

(a) Any information that Operator makes available to Marathon County, Portage County and/or the Airport pursuant to this Agreement is deemed to be confidential and proprietary information ("Operator's confidential information"), if the records are marked as such, and shall not be disclosed to anyone without Operator's express written permission unless required to be disclosed by applicable law or a court order; including without limitation the public records laws. If access to such documents is requested under the Wisconsin Public Records Law, the Airport will notify Operator of the request, and it shall be the burden of Operator to establish that such documents are exempt from disclosure under law.

(b) If Operator elects to challenge a formal request for such information made to the Marathon County, Portage County and/or the Airport, Operator shall pay for any and all costs, attorney fees and fines that are the result of Operator's attempt to keep the information from being disclosed.

(c) Notwithstanding the foregoing, in response to the formal request for information, Marathon County, Portage County and/or the Airport reserve the right to release any documents, if after complying with (a) and (b) above, Marathon County, Portage County and/or the Airport determine that such information is a public record not exempt from disclosure pursuant to the Wisconsin Public Records Law. Marathon County, Portage County and/or the Airport shall have no liability to Operator or anyone else for releasing any Operator's confidential information unless Marathon County, Portage County and/or the Airport are negligent in releasing or disclosing such and/or fail to comply with the terms of this section.

### **8. DEFAULT; REMEDIES**

8.1. **Event of Default.** The occurrence of any one or more of the following events shall constitute a breach of this Agreement and an "Event of Default":

(a) Operator shall fail, duly and punctually, to pay Monthly Fees (or to submit any Monthly Report), or to make any other payment required hereunder, when due to CWA, and such failure shall continue beyond the date specified in a written notice of such breach or default from CWA, which date shall be no earlier than the tenth (10<sup>th</sup>) business day after the effective date of such notice;

(b) A Transfer occurs without the prior approval of CWA as set forth in section 5.1;

(c) Operator fails to obtain and maintain the insurance required hereunder, or to provide copies of the insurance certificates to CWA as required herein; or

(d) Operator fails to keep, perform and observe each and every other promise, covenant

and agreement set forth in this Agreement, and such failure continues for a period of more than thirty (30) days after delivery by CWA of a written notice thereof.

8.2. **Remedies**. Upon the occurrence and during the continuance of an Event of Default, CWA shall have the following rights and remedies in addition to any and all other rights and remedies available to the CWA under this Agreement, at law, or in equity: (a) CWA may elect to terminate this Agreement; and (b) Operator shall make full and final payment of all fees due and owing no later than 30 days after termination or expiration of this Agreement.

8.3. **Cumulative Rights**. The exercise by CWA of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to CWA under law or in equity.

8.4. **Fines/Penalties**. By operating on the Airport, Operator and Drivers affiliated with Operator shall be subject to applicable laws, ordinances, rules and regulations including any fines or penalties in connection therewith. CWA shall have no obligation, under this agreement, to Operator to impose fines on, or otherwise take action against, any other person or entity at the Airport.

## **9. GOVERNMENTAL PROVISIONS**

### **9.1 Gratuities and Kickbacks**

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

9.2. **Limitation on Damages**. Notwithstanding anything in this Agreement to the contrary, in no event will either party be liable to the other party for any consequential, incidental or special damages, or lost revenues or lost profits.

9.3. **Federal Nondiscrimination**. Operator understands and acknowledges that CWA has given to the United States of America, acting by and through the Federal Aviation

Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A - Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to CWA for certain Airport programs and activities, and that CWA is required under said Regulations to include in every agreement or concession pursuant to which any person or persons other than CWA, operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which Operator agrees, as follows: "Operator, in its operation at and use of CWA, covenants that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the grantee, licensee, permittee, etc., shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended."

**SECTION 10. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) COMPLIANCE:**

10.1. **ACDBE Program.** CWA has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The Operator is required to participate in the CWA's ACDBE program as applicable.

10.2. **ACDBE Non-Discrimination.** This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49 CFR Part 23, as applicable. The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by Title 49 CFR Part 23.

10.3. The Operator agrees to include the statement set forth in paragraph 2 in any subsequent concession agreement or contract covered by Title 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

10.4. CWA has available several remedies to enforce the ACDBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of this contract.
2. Breach of contract action, pursuant to applicable State Statutes.



10.5. The federal government has available several enforcement mechanisms that it may apply to firms participating in the ACDBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 23;
2. Enforcement action pursuant to 49 CFR part 31; and
3. Prosecution pursuant to 18 USC 1001.

10.6. CWA will comply with all regulations set forth in 49 CFR Part 23 and will monitor concessionaires/operators at the Airport for compliance with the ACDBE program.

10.7 CWA will submit to the Federal Aviation Administration's, Regional Civil Rights Office, an annual ACDBE participation report showing the commitments and attainments. CWA will take measures to ensure nondiscriminatory participation of ACDBEs in concession, and other covered activities.

## **11. GENERAL PROVISIONS**

11.1. **Notices**. Except as otherwise specifically provided in this Agreement, any notice, demand or other correspondence given under this Agreement shall be in writing and given by prepaid certified mail (return receipt requested), or reputable overnight courier (such as Federal Express), to: (a) Operator at its Notice Address; or (b) CWA at its Notice Address; or (c) such other address as either Operator or CWA may designate as its new address for such purpose by notice given to the other in accordance with this Section 11. Any notice hereunder shall be deemed to have been given and received, and effective, two (2) days after the date when it is mailed. For convenience of the Parties, copies of notices may also be given by electronic mail; however, neither Party may give official or binding notice by electronic mail.

**Operator's Notice Address:** Rasier, LLC.  
1455 Market Street, Suite 400  
San Francisco, CA 94103  
with a copy to:  
regulatory@Uber.com

**CWA's Notice Address:** Airport Director  
Central Wisconsin Airport  
100 CWA Drive, Suite 227  
Mosinee, WI 54455

11.2. **Waiver of Performance**. The waiver by either Party of performance of any provisions of this Agreement shall not constitute a future waiver of performance of such provisions.

11.3. **Entire Agreement**. The Parties intend that this Agreement shall be the final expression of their agreement with respect to the subject matter hereof and may not be

contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

11.4. **Amendments**. Except as specifically provided herein, amendments to this Agreement require written agreement of the Parties. Notwithstanding the foregoing, if a Governmental Entity requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Operator shall agree to make such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.

11.5. **Interpretation**. The headings and captions of this Agreement have been inserted for convenience of reference only, and such captions or headings shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein, and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

11.6. **Successors and Assigns**. Subject to the provisions of Section 5, the terms and conditions contained in this Agreement shall bind and inure to the benefit of Operator and CWA, and, except as otherwise provided herein, to their personal representatives and successors and assigns.

11.7. **Severability**. If any provision of this Agreement or the application thereof to any person, entity or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

11.8. **Governing Law**. This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, including conflict of law provisions. Operator consents to personal jurisdiction in the State of Wisconsin. The venue of any action hereunder shall be in Marathon County, Wisconsin. If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute. Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the

pendency of any litigation or other dispute resolution proceeding.

11.9. **Authority.** Operator represents and warrants that Operator is a duly authorized and existing entity that Operator has and is duly qualified to do business in Wisconsin, that Operator has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of Operator are authorized to do so. Upon CWA's request, Operator shall provide CWA with evidence reasonably satisfactory to CWA confirming the foregoing representations and warranties.

11.10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused their respective duly authorized representatives to execute this Agreement on \_\_\_\_\_, 2020.

**CWA**

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

Printed: Brian Grefe

Title: Airport Director

**Rasier, LLC**

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

Printed:

Title:

## **CWA TRANSPORTATION NETWORK CARRIER OPERATING AGREEMENT**

**THIS OPERATING AGREEMENT** (the “Agreement”) is hereby made and entered into on March 1, 2020, by and between the Central Wisconsin Joint Airport Board (“CWA”), and Lyft, Inc., (“Operator”). CWA and Operator are sometimes hereinafter referred to individuals as a “Party” or collectively as the “Parties”.

**WHEREAS**, Marathon and Portage Counties own and operate through the Central Wisconsin Joint Airport board and its designee, the Airport Director, the Central Wisconsin Airport (the “Airport”) located in Mosinee, WI;

**WHEREAS**, Operator desires to operate a transportation network business at the Airport wherein the network provided by Operator will be used to connect passengers to independent contractor drivers pre-arranged transportation services offered by Drivers (hereinafter defined);

**WHEREAS**, CWA has agreed to allow the Operator to conduct its business at the Airport, subject, however, to the terms and conditions of this Agreement; and

**WHEREAS**, the following definitions shall apply to this Agreement at all times:

(a) “App” shall mean the mobile smartphone application or platform developed by Operator that connects passengers with Drivers/Vehicles.

(b) “Designated Areas” shall mean loading zones that are available to the general public to pick up and drop off passengers at the Airport.

(c) “Driver” means any individual who has been approved by Operator to use a vehicle to transport passengers whose rides are arranged through the Operator’s online-enabled application. For purposes of this Agreement, the term “Driver” applies at all times that Driver is on Airport property by reason of the Driver’s relationship with the Operator, regardless of whether the Vehicle is carrying a passenger.

(d) “Vehicle” shall mean the vehicle used by a Driver.

**NOW, THEREFORE**, in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. **OPERATIONS**

1.1. **Designated Area**. CWA permits Operator to allow Drivers affiliated with Operator to use, in common with others so authorized, the Designated Area to provide the Permitted Use (hereinafter defined), subject to the terms and conditions hereinafter set forth. Nothing in this Agreement shall be construed as granting or creating any license or

franchise rights pursuant to any federal, state or local laws, rules or regulations. Operator's permit to use the Designated Area shall be on a non-exclusive basis at all times.

1.2. **Permit of Ingress and Egress.** Drivers affiliated with Operator shall have the non-exclusive permission of ingress and egress across Airport property to conduct their permitted operations hereunder, provided that such ingress and egress activity: (a) shall not impede or interfere, in any way, with the operation of the Airport by CWA or the use of the Airport by its tenants, passengers or employees; (b) shall be on roadways, and other areas designated by CWA from time to time; and (c) may be temporarily suspended by CWA at the sole discretion of Airport Director, or his or her designee.

1.3. **Changes to Airport.** Operator acknowledges and agrees that: (a) CWA shall have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and designated pick-up, drop-off and staging areas; and (b) CWA has made no representations, warranties and/or covenants to Operator regarding the design, construction, passenger or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, Operator acknowledges and agrees that: the Airport may from time to time undergo renovation, construction and other Airport modifications; and CWA has adopted Rules and Regulations and may from time to time change or add additional Rules and Regulations that may affect Operator's business.

1.4. **"As-Is" Condition.** Operator accepts the Designated Areas and the Airport in their present condition and "as-is", without representation or warranty of any kind, and subject to all applicable laws, ordinances, Rules and Regulations.

1.5. **Requirements.** During the term of this Agreement, Operator shall have a non-exclusive, revocable permit only to: (a) operate a transportation network business at the Airport utilizing smart phone mobile application technology to connect passengers with pre-arranged transportation services for hire; (b) permit Drivers to access the Operator's App in order to transport such passengers and their personal baggage to and/or from the Airport; and (c) permit Drivers in providing rides matched through the Operator's App to use common-use Airport roadways for ingress and egress to and from the Airport's passenger terminal. Nothing herein shall be deemed to grant Operator any exclusive right or privilege. CWA makes no representation or warranty regarding the functionality of the smart phone mobile application technology on airport premises.

1.6. **Geo-Fence.** Operator shall demonstrate to CWA that Operator has established a Geo-Fence to manage its airport business and shall notify affiliated Drivers about the geo-fence. The geo-fence shall correspond to the Designated Area described above.

## 2. **TERM; COMMENCEMENT DATE; TERMINATION**

2.1. **Term.** This Agreement shall be effective on the Commencement Date and shall be in effect for a period of 3 years thereafter. The term shall automatically renew for additional terms of one (1) year each, unless a Party sends a written notice of

termination to the other Party at least thirty (30) days prior to the end of the then current term.

2.2. **Commencement Date.** This Agreement shall hereafter be effective, and the “Commencement Date” shall be deemed to occur, on the date on which all of the following conditions precedent are satisfied, in CWA’s sole judgment:

(a) CWA shall have received certificates evidencing that Operator has obtained all insurance required by this Agreement;

(b) Operator shall have implemented a virtual perimeter that encompasses the real-world geographic area comprised by the Airport (“Geo-Fence”).

2.3. **Termination.** This Agreement may be terminated prior to expiration as follows:

(a) Either party may terminate this Agreement, at any time, for any reason, if the terminating Party gives not less than thirty (30) days’ prior written notice thereof to the other Party.

### 3. **USE**

3.1. **Permitted Use.** Operator and Drivers may use the Designated Area only for the uses specified in this Agreement (collectively, “Permitted Use”) and for no other purpose.

3.2. **No Exclusivity.** Operator acknowledges and agrees that it has no exclusive rights to conduct the business described herein, and that CWA has the right, at all times, to arrange with others for similar activities at the Airport.

3.3. **Transportation Requirements.** In conducting its operations consisting solely of the Permitted Use, without limiting the generality of other provisions of this Agreement, Operator shall inform Drivers of the terms of this Agreement and the following transportation requirements, as amended from time to time by CWA:

(a) In addition to the requirements set forth in Wisconsin Statutes, section 440.40 through 440.495, or successor statutes, each Driver shall display a visible professionally manufactured standard company logo/decal/light or other professional signage within such driver’s vehicle at all times while upon Airport grounds. Furthermore, each driver shall maintain information (or a digital decal) on his or her smartphone while using the App, in lieu of an Airport transponder. This information will allow the Airport to confirm the following information for any Driver or Vehicle using the App while on Airport grounds:

(1) Driver identity and color photo;

(2) Vehicle make, model;

(3) License plate number;

(4) Certificates of insurance; and

(5) An electronic waybill that meets the criteria set forth in Section 3.4.

(b) Each Driver shall be allowed to pick-up passengers at the Airport at the Designated Area, and will be allowed to drop-off passengers at the Designated Area;

(c) Each Driver must be able to produce, upon the request of any police officer or CWA representative, an electronic waybill meeting the requirements of Section 3.4;

(d) Once a Driver has made contact with the passenger(s) with whom such driver was matched, the Driver shall promptly load such passenger(s); and

(e) Each Driver shall limit his or her curbside time to the time required for the prompt loading and unloading of passengers, and after loading passengers, such Driver shall thereafter promptly depart from the Airport.

3.4. **Waybills.** In lieu of a physical waybill, every passenger pick-up shall be documented electronically immediately for the ride to which it relates. Drivers shall, upon request, immediately present an electronic waybill to any CWA official for inspection.

3.5. **No Advertising or Promotions.** No Vehicle shall post or display, on the exterior thereof, any signage or other displays except for Operator's name and/or logo (or the signage of other transportation network companies).

3.6. **General Prohibited Activities.** Without limiting any other provision herein, Operator shall not, without CWA's prior written consent: (a) cause or permit anything to be done, in or about the Designated Areas or the Airport, or bring or keep anything thereon, which would be reasonably likely to (i) increase, in any way, the rate of fire insurance on the Airport, (ii) create a nuisance, or (iii) obstruct or interfere with the rights of others on the Airport or injure or annoy them; (b) commit, or suffer to be committed, any waste upon the Designated Area or the Airport; (c) use, or allow the Designated Areas to be used, for any improper, immoral, unlawful or reasonably objectionable purpose; (d) place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within or adjacent to the Designated Area or the roadways; or (e) do, or permit to be done, anything, in any way, which would be reasonably likely to materially injure the reputation or image of CWA or appearance of the Airport.

3.7. **Other Prohibited Activities.** Without limiting the generality of other provisions of this Agreement, Operator will convey to Drivers that the following activities are prohibited by Drivers:

- (a) Turning off or disabling the App when a Vehicle is on Airport property, unless the Driver is departing the Airport after a drop-off;
- (b) Allowing operation of a Vehicle on Airport roadways by an unauthorized driver;
- (c) Transporting a passenger in an unauthorized vehicle;
- (d) Picking-up or discharging passengers, or their baggage, at any location other than the Designated Area;
- (e) Failing to provide information, or providing false information, to police officers or CWA personnel;
- (f) Displaying, to a CWA official, a waybill in an altered or fictitious form;
- (g) Soliciting passengers on Airport property;
- (h) Using or possessing any alcoholic beverage while on duty;
- (i) Failing to operate a Vehicle in a safe manner;
- (j) Failing to comply with posted speed limits and traffic control signs;
- (k) Using profane or vulgar language;
- (l) Attempting to solicit payment in excess of that authorized by law;
- (m) Soliciting for or on behalf of any hotel, club, nightclub, or other business;
- (n) Soliciting of any activity prohibited by the applicable laws, rules or regulations;
- (o) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
- (p) Disconnecting any pollution control equipment;
- (q) Using or possessing any illegal drug or narcotic while on Airport property;
- (r) Operating a Vehicle without proper certification or at any time during which Operator's authority is suspended or revoked;
- (s) Engaging in any criminal activity;
- (t) Leaving a Vehicle unattended at the Airport; and
- (t) Operating a vehicle under the influence of alcohol or marijuana.



3.8. **Representative of Operator.** Operator shall provide CWA with name, address, telephone and email address for at least one qualified representative authorized to represent and act for Operator in matters pertaining to its operation, and shall keep CWA informed, in writing, of the identity of each such person.

#### 4. **FEES; REPORTING; AND RECORDKEEPING**

4.1. **Defined Terms.** As used in this Agreement, the following capitalized terms shall have the following meanings:

(a) "Trip" means each instance in which a Driver affiliated with the Operator enters Airport property to pick up or drop off one or more passengers on Airport property.

(b) "Per Trip Fee" means a fee of \$1.00 for each Trip.

(c) "Monthly Fee" means the product of the following: (i) the number of Trips conducted by Vehicles used by Drivers engaged in business activity with the Operator in one calendar month, and (ii) the Per Trip Fee then in effect.

#### 4.2. **Payment Requirements and Reports.**

(a) Within thirty (30) days after the close of any calendar month, Operator shall submit its operations report to CWA for the previous calendar month (the "Monthly Report"). The Monthly Report shall be in an agreed-upon electronic format (as specified by CWA), and shall contain the total number of Trips for the reporting period. All such information shall be accurate at all times.

(b) Operator agrees to pay a Monthly Fee to CWA, which shall constitute a total of the Per Trip Fees assessed for each Trip in the relevant month. The Monthly Fee is due, in full, and shall be received by CWA, within thirty (30) days after the close of any calendar month. All payments hereunder, including Monthly Fees, shall be paid to Marathon County Treasurer, 500 Forest St. Wausau WI, 54403.

(c) All payments hereunder, including Monthly Fees, shall be paid in lawful money of the United States of America, free from all claims, demands, setoffs, or counterclaims of any kind. Any payments hereunder, including Monthly Fees, not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month, or if lower, the maximum amount allowed by law.

#### 4.3. **Books and Records.**

(a) Operator agrees to maintain and make available (in physical or electronic form) to CWA at CWA's Office, or a mutually agreed upon third party location, during regular business hours, accurate and detailed books and accounting records reflecting its performance of its obligations under this Agreement. Operator shall maintain such books and records in accordance with generally accepted accounting principles

("GAAP"). Upon CWA's reasonable prior written request, which shall not occur more than once per calendar year, Operator shall permit CWA to audit and examine such books and records relating to its performance of its obligations under this Agreement at CWA's Office, or a mutually agreed upon third party location, at Operator's expense. Operator shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years from the expiration of this Agreement or the last date of operations at the Airport, whichever is later, but in no event shall such data and records need to be retained for a period longer than seven (7) years.

(b) Should any examination, inspection or audit of Operator's books and records by CWA disclose an underpayment by Operator of the consideration due, Operator shall promptly pay CWA the amount of such underpayment. If said underpayment exceeds five percent (5%) of the consideration due, Operator shall reimburse CWA for all reasonable costs incurred, including reasonable staff and attorney costs, in the conduct of such examination, inspection or audit.

## **5. ASSIGNMENT**

5.1. **No Assignment**. Operator shall not assign, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any privilege or permission hereunder, without CWA's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed (the term "Transfer" shall mean any such assignment, encumbrance, or transfer). CWA's consent to one Transfer shall not be deemed a consent to any subsequent Transfers. Any Transfer made without CWA's consent shall constitute a default hereunder and shall be voidable at CWA's election. Notwithstanding the above, Operator shall retain the right to Transfer this Agreement, or any right hereunder, to an affiliate of Operator.

5.2. **Change of Control**. The sale or other Transfer of a controlling percentage of the capital stock or membership interests of Operator, whether by merger, stock sale or otherwise, or the sale or transfer of more than fifty percent (50%) of the value of the assets of Operator related to the operations hereunder, shall be deemed a Change of Control, not a Transfer, and shall not be subject to the restrictions in Section 5.1. The phrase "controlling percentage" means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of Operator's capital stock or interests issued, outstanding and entitled to vote for the election of directors.

## **6. COMPLIANCE WITH LAWS**

At all times, Operator shall cause its use of the Airport and its operations under this Agreement to comply with all applicable laws, ordinances, orders, directives, rules, codes, regulations and decrees of federal, state and local governmental entities and agencies, and their respective departments, agencies, authorities and boards (individually, a "Governmental Entity", or collectively, "Governmental Entities"), and all applicable grant assurances provided by CWA to any federal or state Governmental

Entity in connection with CWA's ownership or operation of the Airport, and all other applicable rules, regulations, policies, and procedures of CWA, as the same may be amended, modified or updated from time to time, including, but not limited to, those relating to health and safety, especially those pertaining to public safety such as safe driving practices, seat belts, and child seats/restraints. For purposes of this Agreement, the term "Governmental Entity" shall also mean and include, without limitation, CWA, State of Wisconsin, U.S. Department of Transportation, Federal Aviation Administration, and Transportation Security Administration.

## **7. INDEMNITY; INSURANCE**

7.1. **Indemnity.** Operator agrees to indemnify, defend and hold harmless CWA, its officers, directors, agents and employees, from and against any and all claims, actions, damages, liabilities, and judgments, and losses, costs, fines, penalties, and expenses paid or payable to a third party (including, but not limited to, reasonable attorney's fees, court costs and litigation expenses), with respect to any third party claim arising out of or related to: (a) Operator's performance or exercise of this Agreement and rights granted under this Agreement; (b) an intentional act or a negligent act or omission of any of Operator's Drivers, officers and employees related to this Agreement; (c) the failure of Operator to comply with any applicable laws, ordinances, rules or regulations related to this Agreement; or (d) any breach or default by Operator of any of its obligations under this Agreement. Notwithstanding the foregoing, Operator shall have no obligation under this Section for claims arising out of or related to (x) any negligent act or omission of CWA or its officers, directors, agents, and employees, or (y) any allegation related to the CWA's authority to enter this Agreement or CWA's enforcement of this Agreement. Any indemnification and hold harmless obligations of Operator under this Agreement shall survive any expiration or termination of this Agreement. The foregoing indemnification obligation is contingent upon CWA providing Operator with (i) prompt written notice of any claim subject to indemnification hereunder, (ii) sole control over the defense and settlement of each such claim (provided that Operator will not settle or compromise any claim without written consent of CWA, which consent shall not be unreasonably withheld, conditioned or delayed), and (iii) reasonable cooperation, at Operator's expense, in the defense and settlement of a claim.

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

7.2. **Insurance.** A participating driver, or the Operator on the driver's behalf, shall maintain primary automobile insurance that meets the requirements of Wisconsin Statutes, section 440.48(1), or successor statutes. If insurance maintained by the participating driver has lapsed or does not provide the required coverage, insurance maintained by the Operator shall provide the coverage required by statute and this agreement beginning with the first dollar of a claim and have the duty to defend the claim.

In addition to the insurance required above, Operator shall procure and maintain, at its sole cost and expense and at all times during the term of this Agreement, insurance of the kind and in the amount hereinafter provided, by financially responsible and qualified companies eligible to do business in the State of Wisconsin covering all operations under this Agreement (including those of Drivers). Prior to the Commencement Date, Operator shall provide a certificate of insurance to CWA, listing CWA and Marathon and Portage Counties as additional insured, showing that Operator has complied with the obligations of this Section. The certificate of insurance required of this Section shall provide an obligation that the insurer provide the certificate holder (CWA) with at least thirty (30) days prior written notice of cancellation. The following insurance coverages are required to be provided by Operator under this Agreement. (a) Commercial Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident for third party death, bodily injury, and property damage. This coverage applies to Vehicles operated by Drivers while:

- i. The Driver is located on the airport premises during the course of providing an accepted trip including the picking-up and dropping-off of passenger(s);
- ii. The Driver is located on the airport premises immediately following the conclusion of a requested trip and while in the course of exiting the airport premises;
- iii. The Driver has logged into the App controlled by the Operator and is “available to receive requests” for transportation services from passengers using the App and the Driver is located on the airport premises.

“Available to receive requests” means the App is in a state such that an applicable request would be transmitted to the Driver’s smartphone for acceptance by the Driver.

(b) Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) per occurrence, insuring the Operator from liability from bodily injury (including wrongful death), personal injury, and damage to property resulting from the performance of this Agreement by Operator.

All Vehicles must be included under Operator’s Commercial Automobile Liability Policy or covered by a blanket coverage endorsement; and all employees of Operator must be covered under Operator’s General Liability policy. The limits of the foregoing insurance shall not, in any way, limit the liability of Operator under the terms of this Agreement. In addition, the foregoing insurance policies are primary insurance to any other insurance held by CWA with respect to any covered claims arising out of this Agreement.

7.3. **Notice.** Each Party hereto shall give to the other Party, prompt and timely written notice of any loss arising out of this Agreement, meaning any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorney’s fees, investigation costs, remediation costs, and court costs), of any kind or nature, coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the

defense of the same to the extent of its own interest.

#### **7.4. Confidentiality of Records**

(a) Any information that Operator makes available to Marathon County, Portage County and/or the Airport pursuant to this Agreement is deemed to be confidential and proprietary information ("Operator's confidential information"), if the records are marked as such, and shall not be disclosed to anyone without Operator's express written permission unless required to be disclosed by applicable law or a court order; including without limitation the public records laws. If access to such documents is requested under the Wisconsin Public Records Law, the Airport will notify Operator of the request, and it shall be the burden of Operator to establish that such documents are exempt from disclosure under law.

(b) If Operator elects to challenge a formal request for such information made to the Marathon County, Portage County and/or the Airport, Operator shall pay for any and all costs, attorney fees and fines that are the result of Operator's attempt to keep the information from being disclosed.

(c) Notwithstanding the foregoing, in response to the formal request for information, Marathon County, Portage County and/or the Airport reserve the right to release any documents, if after complying with (a) and (b) above, Marathon County, Portage County and/or the Airport determine that such information is a public record not exempt from disclosure pursuant to the Wisconsin Public Records Law. Marathon County, Portage County and/or the Airport shall have no liability to Operator or anyone else for releasing any Operator's confidential information unless Marathon County, Portage County and/or the Airport are negligent in releasing or disclosing such and/or fail to comply with the terms of this section.

### **8. DEFAULT; REMEDIES**

8.1. **Event of Default.** The occurrence of any one or more of the following events shall constitute a breach of this Agreement and an "Event of Default":

(a) Operator shall fail, duly and punctually, to pay Monthly Fees (or to submit any Monthly Report), or to make any other payment required hereunder, when due to CWA, and such failure shall continue beyond the date specified in a written notice of such breach or default from CWA, which date shall be no earlier than the tenth (10<sup>th</sup>) business day after the effective date of such notice;

(b) A Transfer occurs without the prior approval of CWA as set forth in section 5.1;

(c) Operator fails to obtain and maintain the insurance required hereunder, or to provide copies of the insurance certificates to CWA as required herein; or

(d) Operator fails to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement, and such failure continues for a period of more than thirty (30) days after delivery by CWA of a written notice thereof.

8.2. **Remedies**. Upon the occurrence and during the continuance of an Event of Default, CWA shall have the following rights and remedies in addition to any and all other rights and remedies available to the CWA under this Agreement, at law, or in equity: (a) CWA may elect to terminate this Agreement; and (b) Operator shall make full and final payment of all fees due and owing no later than 30 days after termination or expiration of this Agreement.

8.3. **Cumulative Rights**. The exercise by CWA of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to CWA under law or in equity.

8.4. **Fines/Penalties**. By operating on the Airport, Operator and Drivers affiliated with Operator shall be subject to applicable laws, ordinances, rules and regulations including any fines or penalties in connection therewith. CWA shall have no obligation, under this agreement, to Operator to impose fines on, or otherwise take action against, any other person or entity at the Airport.

## **9. GOVERNMENTAL PROVISIONS**

### **9.1 Gratuities and Kickbacks**

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

9.2. **Limitation on Damages**. Notwithstanding anything in this Agreement to the contrary, in no event will either party be liable to the other party for any consequential, incidental or special damages, or lost revenues or lost profits.

9.3. **Federal Nondiscrimination**. Operator understands and acknowledges that CWA

has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A - Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to CWA for certain Airport programs and activities, and that CWA is required under said Regulations to include in every agreement or concession pursuant to which any person or persons other than CWA, operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which Operator agrees, as follows: "Operator, in its operation at and use of CWA, covenants that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the grantee, licensee, permittee, etc., shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended."

**SECTION 10. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) COMPLIANCE:**

10.1. **ACDBE Program.** CWA has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The Operator is required to participate in the CWA's ACDBE program as applicable.

10.2. **ACDBE Non-Discrimination.** This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49 CFR Part 23, as applicable. The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by Title 49 CFR Part 23.

10.3. The Operator agrees to include the statement set forth in paragraph 2 in any subsequent concession agreement or contract covered by Title 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

10.4. CWA has available several remedies to enforce the ACDBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of this contract.
2. Breach of contract action, pursuant to applicable State Statutes.

10.5. The federal government has available several enforcement mechanisms that it may apply to firms participating in the ACDBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 23;
2. Enforcement action pursuant to 49 CFR part 31; and
3. Prosecution pursuant to 18 USC 1001.

10.6. CWA will comply with all regulations set forth in 49 CFR Part 23 and will monitor concessionaires/operators at the Airport for compliance with the ACDBE program.

10.7 CWA will submit to the Federal Aviation Administration's, Regional Civil Rights Office, an annual ACDBE participation report showing the commitments and attainments. CWA will take measures to ensure nondiscriminatory participation of ACDBEs in concession, and other covered activities.

## **11. GENERAL PROVISIONS**

11.1. **Notices**. Except as otherwise specifically provided in this Agreement, any notice, demand or other correspondence given under this Agreement shall be in writing and given by prepaid certified mail (return receipt requested), or reputable overnight courier (such as Federal Express), to: (a) Operator at its Notice Address; or (b) CWA at its Notice Address; or (c) such other address as either Operator or CWA may designate as its new address for such purpose by notice given to the other in accordance with this Section 11. Any notice hereunder shall be deemed to have been given and received, and effective, two (2) days after the date when it is mailed. For convenience of the Parties, copies of notices may also be given by electronic mail; however, neither Party may give official or binding notice by electronic mail.

**Operator's Notice Address:** Lyft, Inc.  
% Bakari Brock,  
185 Berry Street, Suite 5000  
San Francisco, CA 94107  
w/ copy to legalnotices@lyft.com

**CWA's Notice Address:** Airport Director  
Central Wisconsin Airport  
100 CWA Drive, Suite 227  
Mosinee, WI 54455

11.2. **Waiver of Performance**. The waiver by either Party of performance of any provisions of this Agreement shall not constitute a future waiver of performance of such provisions.

11.3. **Entire Agreement**. The Parties intend that this Agreement shall be the final expression of their agreement with respect to the subject matter hereof and may not be



contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

11.4. **Amendments.** Except as specifically provided herein, amendments to this Agreement require written agreement of the Parties. Notwithstanding the foregoing, if a Governmental Entity requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Operator shall agree to make such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.

11.5. **Interpretation.** The headings and captions of this Agreement have been inserted for convenience of reference only, and such captions or headings shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein, and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

11.6. **Successors and Assigns.** Subject to the provisions of Section 5, the terms and conditions contained in this Agreement shall bind and inure to the benefit of Operator and CWA, and, except as otherwise provided herein, to their personal representatives and successors and assigns.

11.7. **Severability.** If any provision of this Agreement or the application thereof to any person, entity or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

11.8. **Governing Law.** This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, including conflict of law provisions. Operator consents to personal jurisdiction in the State of Wisconsin. The venue of any action hereunder shall be in Marathon County, Wisconsin. If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute. Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the

pendency of any litigation or other dispute resolution proceeding.

11.9. **Authority.** Operator represents and warrants that Operator is a duly authorized and existing entity that Operator has and is duly qualified to do business in Wisconsin, that Operator has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of Operator are authorized to do so. Upon CWA's request, Operator shall provide CWA with evidence reasonably satisfactory to CWA confirming the foregoing representations and warranties.

11.10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused their respective duly authorized representatives to execute this Agreement on \_\_\_\_\_, 2020.

**CWA**

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

Printed: Brian Grefe

Title: Airport Director

**LYFT, INC.**

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

Printed:

Title:

**CENTRAL WISCONSIN AIRPORT STATISTICAL REPORT**  
**SUMMARY - FEBRUARY 2019 - 2020**

17-Mar-20

	2019 MONTH	2020 MONTH	% CHGE. 19-20	2019 Y-T-D	2020 Y-T-D	% CHGE. 19-20
ACTUAL LANDINGS						
AMERICAN	60	76	26.7%	131	163	24.4%
UNITED	50	72	44.0%	113	138	22.1%
DELTA	98	105	7.1%	204	216	5.9%
CHARTERS	2	2	0.0%	4	3	-25.0%
<b>TOTAL OPERATIONS</b>	<b>420</b>	<b>510</b>	<b>21.4%</b>	<b>904</b>	<b>1,040</b>	<b>15.0%</b>
<b>ATCT OPERATIONS</b>	<b>751</b>	<b>1,095</b>	<b>45.8%</b>	<b>1,613</b>	<b>1,978</b>	<b>22.6%</b>
AIRLINE CANCELLATIONS						
AMERICAN	17	4	-76.5%	28	6	-78.6%
UNITED	9	0	-100.0%	18	0	-100.0%
DELTA	4	0	-100.0%	7	1	-85.7%
<b>TOTAL CANCELLATIONS</b>	<b>30</b>	<b>4</b>	<b>-86.7%</b>	<b>53</b>	<b>7</b>	<b>-86.8%</b>
ENPLANED PASSENGERS						
AMERICAN	2,698	3,195	18.4%	5,586	6,830	22.3%
UNITED	2,011	3,002	49.3%	4,405	5,753	30.6%
DELTA	4,092	4,248	3.8%	8,129	8,940	10.0%
CHARTERS	327	309	-5.5%	572	483	-15.6%
<b>TOTAL ENPLANED PASSENGERS</b>	<b>9,128</b>	<b>10,754</b>	<b>17.8%</b>	<b>18,692</b>	<b>22,006</b>	<b>17.7%</b>
DEPLANED PASSENGERS						
AMERICAN	2,232	2,725	22.1%	4,500	5,453	21.2%
UNITED	1,903	2,921	53.5%	3,796	5,232	37.8%
DELTA	3,954	4,302	8.8%	8,354	8,665	3.7%
CHARTERS	327	309	-5.5%	572	483	-15.6%
<b>TOTAL DEPLANED PASSENGERS</b>	<b>8,416</b>	<b>10,257</b>	<b>21.9%</b>	<b>17,222</b>	<b>19,833</b>	<b>15.2%</b>
AIR FREIGHT - AMERICAN	120	0	-100.0%	351	0	-100.0%
AIR FREIGHT - UNITED	0	0	0.0%	0	0	0.0%
AIR FREIGHT - DELTA	2,492	2,369	-4.9%	4,689	5,000	6.6%
<b>TOTAL AIRFREIGHT - AIRLINES</b>	<b>2,612</b>	<b>2,369</b>	<b>-9.3%</b>	<b>5,040</b>	<b>5,000</b>	<b>-0.8%</b>
<b>TOTAL AIRFREIGHT -G.AVIATION</b>	<b>131,695</b>	<b>135,027</b>	<b>2.5%</b>	<b>281,148</b>	<b>274,036</b>	<b>-2.5%</b>
<b>AIRLINES &amp; G.AVIA.-A.FRGT.</b>	<b>134,307</b>	<b>137,396</b>	<b>2.3%</b>	<b>286,188</b>	<b>279,036</b>	<b>-2.5%</b>

LOAD FACTOR-CURRENT MONTH	SEATS	PAX	FACTOR
AMERICAN	3,800	3,195	84.1%
UNITED	3,600	3,002	83.4%
DELTA	5,302	4,248	80.1%

# Central Wisconsin Airport – Flight Schedule

## March 20, 2020



<u>Arrivals – Delta</u>				<u>Departures – Delta</u>			
5211	11:25	from MSP	CRJ	4965	06:20	to MSP	CRJ
5039	12:40	from DTW	CRJ	5292	06:50	to DTW	CRJ
5343	15:21	from MSP	CRJ	5211	11:55	to MSP	CRJ
4757	20:50	from DTW	CRJ	5039	13:05	to DTW	CRJ
5495	21:20	to MSP	CRJ	5343	15:46	to MSP	CRJ



<u>Arrivals – United Airlines</u>				<u>Departures – United Airlines</u>			
3890	11:25	from ORD	CRJ	4817	06:15	to ORD	CRJ
3810	14:50	from ORD	CRJ	3901	11:55	to ORD	CRJ
3760	20:45	from ORD	CRJ	4848	15:20	to ORD	CRJ



<u>Arrivals – American Eagle</u>				<u>Departures – American Eagle</u>			
3387	09:17	from ORD	ERJ	3837	06:00	to ORD	ERJ
3406	18:02	from ORD	ERJ	3387	09:44	to ORD	ERJ
3541	23:20	from ORD	ERJ	3406	16:29	to ORD	ERJ

### Upcoming Charter Schedule

Mar. 12 – Sun Country to Omaha (WOJO)  
 Mar. 25 – Sun Country to Laughlin

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

Total CWA Flights Daily = 11

17-Mar-20

**CENTRAL WISCONSIN AIRPORT  
REVENUE 2020**

	<b>BUDGET 2020</b>	<b>MONTH OF FEBRUARY</b>	<b>YEAR TO DATE</b>	<b>% OF BUDGET</b>
5409-53 FUEL SALES	42,000	0	0	0.0%
5410-53 FUEL FLOWAGE	60,000	0	5,174	8.6%
5411-53 LANDING FEES	385,000	31,635	63,227	16.4%
5418-53 RAMP CHARGES	62,000	5,263	10,525	17.0%
<b>AIRFIELD</b>	<b>549,000</b>	<b>36,897</b>	<b>78,926</b>	<b>14.4%</b>
5422-56 UTILITIES	450	0	0	0.0%
<b>CONTROL TOWER</b>	<b>450</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
5412-55 RENT	105,000	6,297	18,131	17.3%
5422-55 UTILITIES	4,550	0	0	0.0%
<b>HANGAR</b>	<b>109,550</b>	<b>6,297</b>	<b>18,131</b>	<b>16.6%</b>
5497-57 LABOR-CWA	1,000	0	0	0.0%
5498-57 MATERIALS-CWA	1,000	0	0	0.0%
5499-57 MISC-CWA	5,000	0	0	0.0%
<b>MAINTENANCE SHOP</b>	<b>7,000</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
5412-54 RENT	50,000	2,170	4,340	8.7%
5414-54 FARM LAND RENT	84,000	0	0	0.0%
5417-54 HWY BILLBOARDS	6,500	0	0	0.0%
5422-54 UTILITIES	6,000	0	0	0.0%
5432-54 CORPORATE HANGAR	76,000	11,940	18,639	24.5%
<b>NET LEASE</b>	<b>222,500</b>	<b>14,110</b>	<b>22,979</b>	<b>10.3%</b>
5440-51 <b>PARKING</b>	<b>1,370,000</b>	<b>113,151</b>	<b>211,870</b>	<b>15.5%</b>
5412-52 RENT	1,240,000	80,290	136,779	11.0%
5416-52 ADVERTISING	25,000	1,492	8,117	32.5%
5422-52 UTILITIES	39,000	3,501	6,610	16.9%
5431-52 SECURITY	5,500	0	2,341	42.6%
5499-52 MISCELLANEOUS	15,000	272	1,359	9.1%
<b>TERMINAL BUILDING</b>	<b>1,324,500</b>	<b>85,555</b>	<b>155,205</b>	<b>11.7%</b>
<b>TOTAL</b>	<b>3,583,000</b>	<b>256,010</b>	<b>487,111</b>	<b>13.6%</b>
1210 SALES TAX DISCOUNT	0	0	30	
8110 INTEREST ON INVEST	15,000	0	0	
8310 SALE FIXED ASSETS	15,000	0	0	
8350 INS RECOV	0	0	0	
8400 OTHER MISC REV	0	0	0	
8413 WORKERS COMP REIMB	0	0	0	
<b>GRAND TOTAL</b>	<b>3,613,000</b>	<b>256,010</b>	<b>487,141</b>	<b>13.5%</b>
5419-53 PASSENGER FAC. CHGS.	550,000	40,182	83,290	15.1%
8110 PFC INTEREST	5,000	0	0	0.0%
<b>TOTAL PASSENGER FACILITY CHGS.</b>	<b>555,000</b>	<b>40,182</b>	<b>83,290</b>	<b>15.0%</b>
5420-52 CFC CAR RENTAL FEES	208,800	9,100	13,084	6.3%

**CENTRAL WISCONSIN AIRPORT**  
**Disbursements - February 2020**

	<u>2020</u> <u>BUDGET</u>	<u>THIS</u> <u>MONTH</u>	<u>2020</u> <u>YTD</u>	<u>YTD % of</u> <u>BUDGET</u>
<b>PERSONAL SERVICES</b>				
SALARIES	\$386,256.00	\$34,474.60	\$63,879.40	16.5%
WAGES	\$783,137.00	\$52,025.07	\$113,661.12	14.5%
EMPLOYEE BENEFITS	\$18,500.00	\$557.04	\$2,149.04	11.6%
EMPLOYER CONTRIBUTIONS	\$511,496.00	\$36,426.96	\$92,382.12	18.1%
<b>SUB TOTAL</b>	<b>\$1,699,389.00</b>	<b>\$123,483.67</b>	<b>\$272,071.68</b>	<b>16.0%</b>
<b>CONTRACTUAL SERVICES</b>				
PROFESSIONAL SERVICES	\$206,000.00	\$10,606.50	\$11,160.08	5.4%
UTILITY SERVICES	\$276,000.00	\$22,780.01	\$24,311.29	8.8%
REPAIR-MAINT/STREETS	\$8,000.00	\$0.00	\$0.00	0.0%
REPAIR-MAINT EQUIP/BUILDINGS	\$85,000.00	\$2,569.01	\$3,110.01	3.7%
CONTRACTUAL SERVICES	\$110,000.00	\$7,534.16	\$7,534.16	6.8%
<b>SUB TOTAL</b>	<b>\$685,000.00</b>	<b>\$43,489.68</b>	<b>\$46,115.54</b>	<b>6.7%</b>
<b>SUPPLIES &amp; EXPENSES</b>				
OFFICE SUPPLIES	\$7,000.00	\$513.91	\$673.00	9.6%
ADVERTISING/MEMBERSHIP/DUES	\$85,700.00	\$1,402.80	\$22,581.22	26.3%
TRAVEL	\$21,800.00	\$1,415.07	\$2,940.12	13.5%
OPERATING SUPPLIES	\$181,500.00	\$36,699.46	\$39,610.67	21.8%
REPAIR/MAINT SUPPLIES/GASOLINE	\$170,000.00	\$9,176.54	\$12,093.79	7.1%
CONSUMABLE TOOLS/SUPPLIES	\$5,000.00	\$1,246.12	\$1,246.12	24.9%
<b>SUB TOTAL</b>	<b>\$471,000.00</b>	<b>\$50,453.90</b>	<b>\$79,144.92</b>	<b>16.8%</b>
<b>BUILDING MATERIALS</b>				
METAL PRODUCTS	\$3,000.00	\$99.43	\$99.43	3.3%
WOOD PRODUCTS	\$500.00	\$0.00	\$0.00	0.0%
RAW MATERIALS/RWY PAINT	\$30,000.00	\$0.00	\$0.00	0.0%
ELECT FIXTURES/RWY SIGNS	\$5,000.00	\$0.00	\$0.00	0.0%
ASPHALT/ASPHALT FILLER	\$45,000.00	\$0.00	\$0.00	0.0%
<b>SUB TOTAL</b>	<b>\$83,500.00</b>	<b>\$99.43</b>	<b>\$99.43</b>	<b>0.1%</b>
<b>FIXED CHARGES</b>				
INSURANCE/OTHER LOSSES	\$78,000.00	\$382.60	\$20,912.60	26.8%
<b>CAPITAL OUTLAY</b>				
CAPITAL EQUIPMENT	\$348,000.00	\$0.00	\$0.00	0.0%
CAPITAL IMPROVEMENTS	\$194,000.00	\$0.00	\$0.00	0.0%
<b>SUB TOTAL</b>	<b>\$542,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.0%</b>
<b>TOTALS</b>	<b>\$3,558,889.00</b>	<b>\$217,909.28</b>	<b>\$418,344.17</b>	<b>11.8%</b>

## 2019-2020 CWA Budget Summary YTD - February

	<b>February YTD - 2020</b>	<b>February YTD - 2019</b>	<b>% CHANGE</b>
Airfield	\$78,926	\$90,739	
Control Tower	\$0	\$0	
Hangar	\$18,131	\$13,477	
Maintenance Shop	\$0	\$297	
Net Lease	\$22,979	\$12,268	
Parking	\$211,870	\$194,492	
Terminal Area	\$155,205	\$130,858	
Misc.	\$30	\$57	
<b>Total Revenues</b>	<b>\$487,141</b>	<b>\$442,188</b>	<b>10.17%</b>
Personal Services	\$272,072	\$271,170	
Contractual Services	\$46,116	\$55,532	
Supplies and Expense	\$79,145	\$143,393	
Building Materials	\$99	\$1,299	
Fixed Charges-Insurance	\$20,912	\$69,904	
Capital Outlay	\$0	\$26,410	
<b>Total Expenses</b>	<b>\$418,344</b>	<b>\$567,708</b>	<b>-26.31%</b>
<b>Revenue over Expense</b>	<b>\$68,797</b>	<b>-\$125,520</b>	