

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

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

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

Due to the COVID-19 pandemic, the monthly meeting of the Central Wisconsin Joint Airport Board will have the option for members and the public to call-in via telephone conference on August 21, 2020 beginning at 8:00 a.m. Airport Board members and the public may join the meeting by calling 715-693-2147 and dialing extension 3000 when the voice menu system begins. The conference line will be open to calls five (5) minutes prior to the meeting start time. If board members or members of the public attend the meeting in person, appropriate safety measures, including adequate social distancing, must be utilized by all in-person attendees.

- 1) Call to Order by Chair Guild at 8:00 a.m.
 - a) Pledge of Allegiance
- 2) Approval of Minutes of the July 17, 2020 Board Meeting
- 3) Public Comment Period: 15-minute time limit
- 4) Review and Possible Action on Memorandum of Understanding with the Wisconsin Bureau of Aeronautics
- 5) Review and Possible Action on Master Civil Engineering Contract
- 6) Review and Possible Action on Taxicab Lease
- 7) Review and Possible Action on Parking Rate Structure
- 8) Staff Reports
 - a) Director Report
 - i) Covid-19 Update
 - ii) Legislative Update
 - iii) Car Rental Update
 - iv) Statistics – July 2020
 - v) Flight Schedule
 - vi) Quarterly Performance Monitoring
 - vii) EAU Support with Rescue 1
 - b) Financial Reports
 - i) Revenues and Expenses – July 2020
 - ii) Accounts Receivable Update
 - iii) Joint Finance Committee Meeting – Monday, September 21, 2020 at 5:00 p.m.
 - iv) Other Items of Interest
 - c) Operations and Project Reports
 - i) GA Development Project Update
 - ii) FAA Grants Update
 - iii) Parking Lot Update

- iv) Snow Removal Equipment Update
- v) Other Items of Interest

9) Adjournment

10) Next Meeting Date: September 18, 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 one business day before the meeting.

CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING MINUTES

CENTRAL WISCONSIN AIRPORT TERMINAL

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

July 17, 2020 - 8:00 a.m.

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

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

Approval of Minutes: *Motion by Krogwold, second by Ladick to approve the minutes of the June 19, 2020 board meeting. Motion carried unanimously.*

Public Comment Period: None

Review and Possible Action on Land Lease and Use Agreement - Odyssey Aviation:

An agreement has been reached with Odyssey Aviation for the construction of a large corporate hangar that will be located near the Ascension Spirit Medical hangar. The control tower's line of sight will determine the proper location of the hangar while serving the needs of the lessor. The standard lease agreement includes a 20-year term with two additional five-year extensions based on then current airport rates and charges. Based on current airport rates and charges, this lease will generate an additional \$23,183 in airport revenue. ***Motion by Ladick, second by Jacobson to approve the land lease and use agreement with Odyssey Aviation as presented. Motion carried unanimously.***

Staff Reports:

Director Report – Brian Grefe:

CARES Act and COVID-19 Update – Marathon County recently issued a face mask policy for all county employees and there have been no issues to date. Funds have not been drawn on from the CARES Act financial system as of yet. Staff is working out final setup procedures to gain access to the system.

Legislative Update – A letter from WAMA was sent this week to Senator Baldwin and other Senators in support of AAAE and ACI's request for another round of funding for US airports. The legislative update echoes the letter submitted by WAMA.

Car Rental Update – Hertz Car Rental has announced they will be ceasing operations out of CWA due to the pandemic and have agreed to pay up through the end of the contract term. Staff will reach out to Hertz Corporate to see if they are interested in taking over the lease.

Statistics – The June 2020 statistical report shows total operations down 35.6% on the year, with ATCT down 12.8%. Enplanements end the month down 86.0% and down 52.7% on the year. Load factors for June show American at 78.6%, United at 46.6% and Delta at 29.4%.

Flight Schedule – Starting today, the flight schedule will be revised. Delta is switching to a remain-overnight flight that will leave early in the morning, making timing much more accommodating for passengers. United's schedule has

improved and American is doing well with a morning and afternoon turn. Enplanements are growing weekly and are anticipated to continue growing through the next few months with more available flights and seats. In August there will be eight flights daily.

Other Items of Interest – The Master Engineering contract is out for RFQ as required under FAA regulations. The selection process will begin after qualifications are received and Vice Chair Ladick is interested in participating in the selection committee. All questions from potential submitters will be through e-mail communications and will be shared with the pool of engineering candidates.

Financial Reports – Dave Drozd:

Revenues and Expenses – Revenues through June 2020 end at 36.8% of budget with hangar rent doing well and parking ending the month at 25.8%. Tenant rents were lower from slow concession sales and CFCs end at 32.8% of budget. CARES Act funds are available and will be drawn on in the near future. Disbursements are doing well at 38.9% with reduced spending measures in place. Capital equipment includes the purchase of several switches for the parking lot upgrade.

Accounts Receivable Update – Airline payments are being received with account balances nearly current. Several advertisers have requested a temporary suspension of their advertising program, but intend on resuming when business picks back up.

Other Items – Invoicing for Delta aircraft storage will be sent, with two aircraft possibly remaining through year end.

Operations & Project Reports – Mark Cihlar:

GA Development Project Update – The access road and taxiway rebuild project is in progress for the new corporate hangar area. The Spirit Medical hangar project is going well with completion expected the end of August. The airport will see some development expenses for the new Odyssey Aviation hangar build for moving the fence and utility extensions.

Part 139 Inspection Update – Airport operational procedures are regulated under CFR Part 139 and airports must undergo an annual FAA inspection to verify compliance. The records inspection portion of the inspection is complete and the second portion is the physical inspection of facilities and equipment that is conducted in August of each year. Official results of the inspection will be released after the physical portion is complete.

Other Items of Interest – CARES Act funds will be utilized for the purchase of hand-held radios, which are currently on order for use in airport operations, and the CWA Drive and parking lot sealcoating project.

The next regular session of the board is scheduled for August 21, 2020 at 8:00 a.m.

8:54 a.m. Motion by Jacobson, second by Reser to adjourn. Motion carried unanimously.

Julie Ulrick, Recording Secretary



Agenda Item Summary

Airport Board Meeting Date: August 21, 2020

Agenda Item Title: #4) Review and Possible Action on Memorandum of Understanding with the Wisconsin Bureau of Aeronautics

Staff Responsible: Brian Grefe, Airport Director

Background: The Wisconsin DOT Bureau of Aeronautics (BOA) administers all state and federally funded airport development projects for airports in Wisconsin. The BOA utilizes Agency Agreements as a mechanism for airport sponsors (i.e. Marathon and Portage Counties) to grant the BOA legal authority to act on the sponsor's behalf while administering these projects. This process has been in place and effectively utilized by CWA since the airport was originally built in 1969.

In 1989, CWA established a Memorandum of Understanding (MOU) with the BOA to clarify roles and responsibilities for project administration under agency agreements. CWA staff have worked with the BOA to update this MOU so it better reflects today's standard project requirements.

Timeline: This MOU would apply to all current and future projects administered by the BOA.

Financial Impact: This MOU has no direct financial impact on the CWA budget. Each project receives separate review and approval before funds are committed. This MOU will have a minor impact on staff time for project administration.

Contributions to Airport Goals: Not applicable – This is administrative in nature

Recommended Action: Airport staff recommends approval of the Memorandum of Understanding Concerning Agency Agreements between Marathon and Portage Counties and the Department of Transportation Bureau of Aeronautics.

Attachment(s): Memorandum of Understanding Concerning Agency Agreements between Marathon and Portage Counties and the Department of Transportation Bureau of Aeronautics

**COUNTIES OF MARATHON AND PORTAGE/DEPARTMENT OF TRANSPORTATION
BUREAU OF AERONAUTICS
MEMORANDUM OF UNDERSTANDING (MOU) CONCERNING
AGENCY AGREEMENTS**

PURPOSE:

The Counties of Marathon and Portage desire that the airport manager exercise local administrative control over airport development projects. The purpose of this document is to delineate the responsibilities of the sponsor, represented by the airport manager, and the Secretary of Transportation, represented by the Bureau of Aeronautics (BOA), in the administration of projects under Agency Agreements.

RESPONSIBILITIES OF THE SPONSOR

Provide local assurance of funding and local funding upon request.

Recommend approval of the Pre-Application/Application for Federal Assistance.

Advertise, Select, and obtain FAA approval of Consultant Services.

Negotiate, recommend approval, and participate in the administration of Consulting Services Contracts including amendments and obtain FAA approval.

Recommend approval of all payment requests on Consultant Services Contracts, Construction Contracts, and Purchase Contracts.

Approve final purchase offers of real property, including sale and removal of improvements.

Prepare and review plans and specifications with BOA.

Provide Owner's and Engineer's Certification of Plans and Specifications.

Obtain FAA & BOA approval of plans, specifications, addenda and waivers.

Conduct Pre-Bid meetings.

Conduct Bid-Opening; approve Bid Proposals; provide an analysis of bids; and prepare and distribute Bid Tabulation.

Prepare contract and bond for contract approval.

Sign contractor's bond and recommend approval of contract; approve subcontractors; and approve contractor's insurance.

Provide copies of bond, contracts, subcontractors, insurance, construction, contractor identification data, etc. to FAA, BOA and Consultant.

Review and recommend approval of Contract Change Orders, Time Extensions, liquidated damages, price adjustments, extra compensation claims, and other changes in the contract.

Schedule and conduct Pre-Construction meetings.

Recommend approval of all contractor pay estimates.

Schedule and Conduct Final Inspection with consultant, contractor, FAA, BOA, and other project related groups.

Review and approve Final “Record Drawings.”

RESPONSIBILITIES OF BOA

Provide periodic Financial Statements to the sponsor.

Prepare and approve the Pre-Application/Application for Federal Assistance and supporting documentation.

Engineering selection team shall include BOA member.

Approve all consultant services contracts, contractor’s contracts, and purchase contracts.

Issue “Notice to Proceed/Suspend” for all Consultant Services Contracts, Construction Contracts and Purchase Contracts.

Approve and make payments on all consultant and contractor billings.

Furnish sponsor with copies of all land documents (contracts, appraisals, surveys, conveyances, title opinions, etc.).

Review and approve land loan documents.

Prepare Ag Impact Statement Notification.

Prepare Relocation Assistance Plan and administer process.

Negotiate, sign, and administer appraisal contracts, including amendments.

Negotiate purchase prices and approve final purchase offers of real property, including sale and removal of improvements.

Initiate eminent domain procedures where necessary and provide legal counsel when necessary for litigation and document preparation and review.

Certify that property, or interest in property will be acquired in accordance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987.

Certify compliance with OST regulations issued March 2, 1989 as found in 49 CFR Part 24, where required by FAA.

Provide State and Federal Wage Rates for Bid proposal documents.

Distribute to misc. agencies Advertisement to Bid construction work.

Issue authorization to Bid and approve Pre-Qualification of Bidders and the work load for construction contracts.

Submit and obtain FAA Approval of DBE Goals for Calendar Year.

Approve Contractor’s DBE Good Faith Effort and bid proposal.

Approve contractor contract, bond, insurance, and subcontract.

Provide analysis, prepare and approve documents, and obtain FAA approval of Contract Change Orders, Time Extensions, liquidated damages, price adjustments, extra compensation claims, and other changes in the contract.

Inspect and accept all Construction Work.

Approve "Record Drawings" and obtain FAA approval.

Close out project, return unused local funds upon financial completion of the project, and provide a copy of all closeout records to the sponsor.

Execute other documents within the purview of the BOA as necessary for project development.

Provide other Technical services within the purview of the BOA as requested by the sponsor.

CONCLUSION

The sponsor (Counties of Marathon and Portage) and BOA agree that the MOU may be amended or supplemented by mutual agreement. This agreement may be terminated by either party through written notice to the other.

We have ready the foregoing and agree to accept and abide by the procedures herein.

By: SECRETARY OF TRANSPORTATION

David M. Greene, Director (Date)
Bureau of Aeronautics

Central Wisconsin Joint Airport Board

By _____
Sara Guild, Chair

Date _____

Attest _____
David Ladick, Vice Chair

Date _____



Agenda Item Summary

Airport Board Meeting Date: August 21, 2020

Agenda Item Title: #5) Review and Possible Action on Master Civil Engineering Contract

Staff Responsible: Brian Grefe, Airport Director.

Background: On July 15, 2020, the Central Wisconsin Airport initiated a competitive solicitation for airport engineering services through a Request for Qualifications (RFQ) in accordance with FAA Advisory Circular 150/5100-14E. The RFQ was publicly posted on Wisconsin DOT's state bid system, the Marathon County Bids/RFP website, and in the Mosinee Times. The RFQ was also sent directly to airport engineering firms who requested it.

On July 31, 2020, the airport received four Statements of Qualifications (SOQ) in response to the RFQ, on or before the deadline of 2:00 CDT. SOQs were submitted by Becher Hoppe, RS&H, OMNNI Associates, and IMEG.

On August 5, 2020, the selection committee met to evaluate and rank the SOQs. The selection committee members were David Ladick - Joint Airport Board Vice-Chair, Brian Grefe – Airport Director, Mark Cihlar – Assistant Airport Director, and Lucas Ward – WisDOT BOA Airport Development Engineer. Becher Hoppe was identified as the top ranked firm. RS&H was identified as the second ranked firm. The evaluation sheet is attached.

Timeline: This contract would be effective upon Joint Airport Board approval. This is a 5-year, on-call, non-exclusive contract.

Financial Impact: There are no fees tied to this master contract. Fees for actual work performed will be negotiated on a case by case basis through task orders/contract amendments. If negotiations with Becher Hoppe are not successful, the airport may negotiate with the second ranked firm, RS&H.

Contributions to Airport Goals: Not applicable – This is administrative in nature.

Recommended Action: Airport staff recommends to approve the CWA Engineering Consulting Master Agreement with Becher Hoppe.

Attachment(s): Engineering SOQ Evaluation Sheet, CWA Engineering Consulting Master Agreement

Item	Weighting Factor	Raw Score	Weighted Overall Score	Becher Hoppe			RS&H			OMNI			IMEG			
				Comments	Rating	Score	Comments	Rating	Score	Comments	Rating	Score	Comments	Rating	Score	
1	Project Experience (Respondent Firm's Project Experience, Qualifications and Technical Expertise)	7	(1-5)	(Max 35)	Comments	Rating	Score	Comments	Rating	Score	Comments	Rating	Score	Comments	Rating	Score
					Recent ILS Experience stood out. Significant experience at CWA and familiar with State process.	4.825	33.775	Experience with runway shift and non-standard geometry. Recent projects in line with CWA's projects. Limited Wisconsin Experience. Lack of centralized location near CWA.	4.475	31.325	Good pavement and electrical experience through sub. Lacked specifics in response to ILS work. Great references.	4.25	29.75	Lack in demonstrated airport projects and no BOA experience.	2.05	14.35
2	Project Team (Project Manager and Key Team Members' Qualifications; Quality of references)	5	(1-5)	(Max 25)	Comments	Rating	Score	Comments	Rating	Score	Comments	Rating	Score	Comments	Rating	Score
					Dedicated employees with great out of the box ideas. Reference checks identified Karl as POC for all airports and was very highly recommended. Lack of listed partners is not concerning, but does set them back slightly from other firms. BOA has experienced issues with BH Land Sub-consultants.	3.95	19.75	Put together a great team with local support, and national support with Jim Basari. Not clear on role of local support.	4.325	21.625	Aaron Steuart reference checks were fantastic. Seem very on par with Becher Hoppe.	3.75	18.75	Newer to airports and not applicable airport experience.	2.175	10.875
3	Understanding of and Familiarity with Unique Local Issues (Familiarity with relevant local issues and requirements; past performance on other contracts)	4	(1-5)	(Max 20)	Comments	Rating	Score	Comments	Rating	Score	Comments	Rating	Score	Comments	Rating	Score
					Past experience at CWA speaks for itself.	4.95	19.8	Not familiar with existing Mod to Standards for soils. Good experience with Reimbursible Agreements, but not understanding CWA's expectations.	3.7	14.8	Good reference checks regarding FAA coordination. Wisconsin experience may not be a perfect fit for CWA, but would be on par with RS&H.	3.85	15.4	Lack in understanding of specific issues regarding CWA.	1.6	6.4
4	Understanding of RFQ Scope	2	(1-5)	(Max 10)	Comments	Rating	Score	Comments	Rating	Score	Comments	Rating	Score	Comments	Rating	Score
					Have a good understanding of everything reflected in the RFQ. Their work on Runway 17/35 will provide a significant advantage to CWA for Runway 8/26 work)	4.775	9.55	Good research into the Master Plan. Good textbook understanding of the Airport.	4	8	Did look at Master Plan and have a good understanding of what needs to happen, but not a clear explanation of how to accomplish them.	3.65	7.3	Inaccuracy with referencing design standards. Overall proposal was very poor.	1.7	3.4
5	Project Management (Ability to manage and coordinate between multiple entities, including an involved and informed public; Management approach)	2	(1-5)	(Max 10)	Comments	Rating	Score	Comments	Rating	Score	Comments	Rating	Score	Comments	Rating	Score
					Locally based with a proven track record. No change orders in the past. Focused on CWA, including attendance of board meetings and seeking quality feedback from all relevant airport sources. Only firm to discuss any public engagement.	4.625	9.25	Great technical resources and strong bench strength. Very structured organization. Referenced previous work at CWA?	3.375	6.75	Proposal not reflective of references. Did not put much effort in explaining approach.	3.1	6.2	Not a lot of confidence in what was proposed.	1.675	3.35
Raw Scoring: 5 – Outstanding, 4 – Very Good, 3 – Satisfactory, 2 – Barely Acceptable, 1 – Inadequate, 0 – Unacceptable					Total Score	92.125		Total Score	82.5		Total Score	77.4		Total Score	38.375	

CWA Engineering Consulting Master Agreement

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

This Master Engineering Consulting Services Agreement (this "Agreement") is made and entered into as of the **21 Day of August, 2020** by and between **Central Wisconsin Joint Airport Board**, with offices located at 100 CWA Drive, Mosinee, Wisconsin 54455 (hereinafter referred to as "CWA"), and **Becher Hoppe Associates, Inc.** with offices located at 330 N. 4th St. Wausau, WI 54403 (hereinafter referred to as "Consultant") (collectively, CWA and Consultant are hereinafter referred to as "the Parties").

Witnesseth:

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

WHEREAS, CWA has selected Consultant to provide consultant services initiated during a five-year period from September 1, 2020, through August 31, 2025, as described in separate Task Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth,

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

1. Term. The term of this Agreement shall be from the Effective Date through August 31, 2025, unless sooner terminated as provided herein or extended by a written instrument signed by both Parties. This contract shall continue through the completion of any amendments or Task Orders that may be executed under this contract.

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

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

CWA Engineering Consulting Master Agreement

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

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

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

4. Ownership and Use of Documents.

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

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

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

CWA Engineering Consulting Master Agreement

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

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

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

7. Termination Prior to Expiration of Contract Term.

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

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

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

CWA Engineering Consulting Master Agreement

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

8. Independent Contractor Status.

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

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

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

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

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

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

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

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

12. Integration and Modification.

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

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

CWA Engineering Consulting Master Agreement

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

13. Indemnity.

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

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

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

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

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

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

A. Coverage and Limits of Insurance:

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

Workers' Compensation	Statutory
Commercial General Liability	\$5,000,000
Automobile Liability	\$5,000,000

CWA Engineering Consulting Master Agreement

Professional Liability

\$5,000,000

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

B. Proof of Insurance:

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

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

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

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

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

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

CWA Engineering Consulting Master Agreement

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

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

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

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

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

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

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

A. To CWA:	<u>with copies to:</u>
Central Wisconsin Airport	Marathon County Corporate Counsel
Attn: Asst. Airport Dir.	500 Forest Street
100 CWA Drive, Suite 227	Wausau, WI 54403
Mosinee, WI 54455	Fax: (715)-261-1133
Email Address: mcihlar@fly-cwa.org	

B. To Consultant:
Becher Hoppe
Karl Kemper, PE
330 N. 4th Street
Wausau, WI 54403
kkemper@becherhoppe.com
715-551-5507

CWA Engineering Consulting Master Agreement

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

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

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

Becher Hoppe Associates, Inc.

Central Wisconsin Joint Airport Board

By: Randal Van Natta 8-14-2020
Date

By: _____
Date

Name Typed: Randal Van Natta

Name Typed: _____

Title: President

Title: _____



Agenda Item Summary

Airport Board Meeting Date: August 21, 2020

Agenda Item Title: #6) Review and Possible Action on Taxicab Lease

Staff Responsible: Brian Grefe, Airport Director.

Background: There has historically been two taxicab companies at the Central Wisconsin Airport. In March of 2019, one of the taxicab companies based out of Stevens Point, ceased operations at the airport citing insufficient business as the primary reason. As previously reported, the introduction of transportation network carriers (TNC), like Lyft and Uber, into the market have impacted all forms of airport ground transportation. As a public airport we are tasked with creating a fair and reasonable operating environment for all tenants including ground transportation providers. Prior to the introduction of TNC's into market taxicab companies fees were based on \$0.02 per deplaned passenger or a flat fee – Minimum Annual Guarantee (MAG) based on historical passenger numbers. Today, there is more competition for the same passengers. The taxicab agreement is substantially different than TNC operating agreement, potentially putting taxicab companies at a disadvantage. When contemplating revising rates, another factor to consider is Wisconsin State law prohibits airports from charging TNCs more than taxicab companies.

Over the past few months, Airport staff have been analyzing a new taxicab lease agreement that 1. Creates a fair and reasonable operating environment for all ground transportation providers, 2. Preserves airport revenues, and 3. Promotes competition in the market. The contract presented to you today has a \$1.00 per trip fee. This fee would be applied to pick up and drop off of paying customers. This is the same as the TNC agreement. There is also a lower MAG of \$1,200.00 with performance based annual adjustment. The substantial difference between the taxicab agreement and the TNC agreement is that taxicab companies lease space from the airport. Space lease rates are the same as the rental car companies at \$22.76 per square foot per year for counter space and \$18.00 per month per parking spot. As with all airport tenants, the taxicabs will be promoted on the airport's website.

Timeline: Airport staff have been working with a new taxicab company, Northwoods Cab, LLC to start operation at the Central Wisconsin Airport. If approved by the Joint Airport Board, Northwoods Cab would start operations September 1, 2020. The airport's existing taxicab company All American's agreement runs through the end of 2020. On January 1, 2021 this agreement will apply to All American too.

Financial Impact: The minimum value of each taxicab lease agreement is \$1,655.20 plus lease parking spaces. All ground transportation revenues will be monitored closely moving forward and compared to historical revenues and passenger enplanements.

Contributions to Airport Goals: This lease agreement ties into the 2019 annual goal of "Manage Business Opportunities".

Recommended Action: Airport staff recommends to approve the Lease and Operations Agreement for Taxicab and Limousine Service in form and authorize the Airport Director to sign and administer the agreement(s).

Attachment(s): Lease and Operations Agreement for Taxi Cab and Limousine Service –Northwoods Cab

Serving Wausau, Stevens Point and the Central Wisconsin Region

LEASE AND OPERATIONS AGREEMENT
FOR TAXI CAB AND LIMOUSINE SERVICE

THIS AGREEMENT made and entered into this 1 day of September, 2020, between the Central Wisconsin Airport Board, 100 CWA Drive, Suite 227, Mosinee, WI, 54455 hereinafter called "Airport", and Northwoods Cab LLC hereinafter called "OPERATOR".

W I T N E S S E T H:

WHEREAS, The Airport Board desires to obtain and make available adequate ground transportation services to and from the Central Wisconsin Airport to accommodate passengers desiring same; and

WHEREAS, The Operator is engaged in the business of transporting persons by ground transportation and desires to enter into an Agreement to provide same to Central Wisconsin Airport; and

NOW, THEREFORE, and in consideration of the covenants and agreements herein specified, including the payment of rentals and fees, the parties agree as follows:

1. DEFINITIONS:

The following definitions are deemed necessary for the proper interpretation of this Agreement:

(a) Limousine or Taxi Cab: Any type of passenger carrying vehicle designed, operated, and licensed for the hire of passengers.

(b) Airport Director: The Airport Director of the Central Wisconsin Airport or an authorized person acting as his/her representative.

(c) Trip: Each instance in which a driver or vehicle affiliated with the Operator enters Airport property to pick up or drop off one or more passengers on Airport property.

(d) Signs: signs shall include, but not necessarily be limited to, identification signs, Operator logos, advertising or promotions, photographs, art displays, racks, stands, trade fixtures, pedestal signs, or other displays.

(e) Minimum Standards: A set of standards by which tenants at the Airport are held to compliance on consisting of commercial operating requirements, lease requirements, minimum insurance, and other pertinent requirements. The Airport's Minimum Standards are amended from time to time by the airport.

2. RIGHTS GRANTED TO OPERATOR:

(a) Operator shall have the non-exclusive right and privilege to operate a point to point taxi cab/limousine service between the terminal and such other points, as provided for in Operator's Public Service Permit(s), and to pickup and deliver passengers destined for CWA. This right does not include exclusive permission to transport mail, express, freight, or cargo.

(b) Rights herein granted shall not be construed as prohibiting other forms of ground transportation operated by others, such as rental automobiles, private passenger automobiles, or private or publicly owned buses from operating at the airport.

3. FACILITIES LEASED TO OPERATOR:

(a) The Airport shall lease to the Operator, for the period hereinafter stated and subject to the terms and conditions hereinafter stated in this Agreement, the Leased Premises located in the

Baggage Claim Area of the Terminal Building consisting of 20 square feet of leased area, a counter, and a shared digital display. Operator shall pay monthly rentals for said space as described in Section 4 of this Agreement.

(b) The Airport will also lease to the Operator 1 parking place for the parking of taxi cab/limousine transportation in the main parking lot as designated by the airport director, but in the general proximately of the baggage claim area. Each space shall be solely for the use of the Operator's vehicles in the act of waiting for or receiving passengers departing the Baggage Claim Area. Operator shall pay monthly rental for said parking places as described in Section 4 of this Agreement.

4. RENTALS, OPERATING FEES, AND RECORDKEEPING:

(a) Operator shall pay to the Airport for the right and privileges herein granted a Privilege Fee of \$1.00 per Trip (as defined), or the Minimum Annual Guarantee (herein after called "MAG") as set forth below, whichever sum is greater. The MAG for the first agreement year shall be \$1,200.00. The MAG Fee for each agreement year thereafter shall be set at eighty percent (80%) of the Privilege Fee paid to the Lessor during the previous agreement year, but in no circumstance shall it be lower than \$1,200.00 per agreement year.

(b) The Operator shall pay the Airport an annual rental fee of \$22.76 per square foot per year for the premises located in the Baggage Claim Area as described in Section 3(a) of this Agreement. On or about March 1 of each year of this Agreement, the per square foot per year rate shall be adjusted to be the same square foot per year rate paid by the Airlines serving CWA.

(c) Operator further agrees to pay a monthly rental of \$18.00 for each parking place leased from the Airport as described in Section 3(b).

5. PAYMENT REQUIREMENTS AND REPORTS

(a) Within thirty (30) days after the close of any calendar month, Operator shall submit a monthly Trip 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 Rentals and Operating Fees set forth in Section 4(a), 4(b) and 4(c) 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 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.

6. PUBLIC SERVICE:

In entering into this agreement the Airport has foremost in mind providing the public and the air traveler with ground transportation facilities and services of high quality. Accordingly, the Operator agrees to:

(a) Conduct its business at all times in a first class manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by limousine companies of like nature at other modern terminal facilities. The general public shall

be given the highest consideration at all times in matters affecting the operation of this limousine service.

(b) Staff its counter space in the Baggage Claim Area with courteous, competent, and experienced personnel to assist the public, supervise operations, and be authorized to represent and act for the Operator.

(c) Consolidation of loads shall not be practiced if it delays the departure of passengers from the airport by more than 20 minutes.

7. EQUIPMENT:

(a) Operator agrees to provide an adequate number of vehicles with a capacity sufficient to meet the needs of passengers and baggage. Operator agrees to acquire additional vehicles in order to maintain adequate service to the public. All vehicles utilized in public service must be owned, leased, or controlled by the Operator.

(b) The interior appointments of all vehicles shall be attractive and of like nature when compared to similar vehicles used in other modern airports. All vehicles shall be marked uniformly on the outside.

(c) Operator agrees that all vehicle equipment will be thoroughly washed and cleaned on a regular basis, and that interiors will be cleaned periodically as required; i.e., ashtrays emptied, windows, floors and seats cleaned and attention given to any other areas requiring cleaning.

Operator agrees to maintain all vehicle exteriors in excellent condition. Dents, scratches, and rust shall be promptly repaired and/or repainted.

(d) Operator agrees to maintain all limousines in first class mechanical operating condition and free from defects. No vehicle shall be used in passenger-carrying service with a known mechanical problem that could cause inconvenience or present a safety hazard to the traveling public. No worn or unsafe tires shall be permitted to remain on any limousines.

(e) It shall be the exclusive responsibility of the Operator to immediately correct any deficiencies in limousine equipment as required herein.

(f) The Airport Director has the right to order any vehicle which does not meet the standards herein be removed from service for correction of deficiencies, and that said vehicle not be returned to service until all repairs have been made and deficiencies corrected.

(g) The Airport reserves the right to disapprove the use of any vehicle supplied by the Operator for public use. Notice of such disapproval shall be submitted to the Operator by the Airport Director in writing with the reasons therefore and Operator shall immediately withdraw such unsatisfactory vehicle from service.

8. FARES AND SCHEDULES:

(a) Operator shall be permitted to set reasonable rates for its services. Fares currently in effect shall be conspicuously posted inside of all vehicles and on the Operator's counter.

(b) Operator agrees to meet all scheduled arriving airline flights at Central Wisconsin Airport for which the Operator has prior reservations. With each change in airline schedules, it is agreed a corresponding adjustment is to be made in Operator's schedule.

9. SIGNS AND ADVERTISING:

(a) Operator may install and maintain appropriate signs on the Leased Premises and outside the Leased Premises under the following conditions:

(1) Operator will submit to Airport the size, design, content, and intended location of each and every sign it proposes to install.

(2) Operator may not install any signs without specific prior written approval of the Airport Director.

(3) Handwritten, or hand lettered signs are prohibited.

(b) Upon the expiration or sooner termination of this Agreement, Operator shall, remove any and all signs placed by Operator on or in the Leased Premises. In the event of the failure on the part of Operator to so remove each and every sign as requested by the Airport Director, the Airport may perform such work and, upon demand, Operator shall pay the cost thereof to Airport. Operator shall remove or modify any signs which the Airport Director deems, in his or her sole discretion, to be unnecessary, notwithstanding prior written approval. Failure by the Airport to immediately require removal of any sign placed on or about the Leased Premises without written permission shall not constitute a waiver of any of the provisions of this section.

(c) Operator shall install or allow the Airport to install any signs, deemed necessary by the Airport Director, in his or her sole discretion, on the perimeter and controlled access points of the Leased Premises.

10. PERSONNEL:

(a) Drivers:

(1) All drivers shall be employees of the Operator and shall be fully competent, experienced, and properly licensed as required by the laws of the State of Wisconsin and will obey all traffic laws and regulations.

(2) All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity, with the public interest of primary importance.

(3) Drivers are not to use terminal public space as a lounge or rest area.

(b) All Employees:

(1) The Operator shall be held fully responsible for the conduct of all persons in his/her employment, and will maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No persons shall be employed in or about the Operator's premises who shall use improper language or act in a loud, boisterous, offensive, or other improper manner.

(2) Operator's employees shall be neat, clean, properly attired, and present a professional appearance. Employees may wear distinctive uniforms. However, such uniformed personnel will not be used to attract attention or solicit passengers to Operator's counter.

(3) The Operator shall be required to replace the services of any employee whose conduct the Airport feels is detrimental to the best interest of the airport.

11. SOLICITATION OF BUSINESS:

(a) Operator agrees not to solicit business in any way in the terminal area. Tickets shall be sold only at the Operator's booth.

(b) Drivers will be restricted to the Operator's booth or the immediate vicinity of their vehicle for a period of ten (10) minutes before each scheduled departure of operator's vehicle.

(c) The Operator shall not use or cause to be used the Airport Public Address System for solicitation of business. The announcement of Operator's departures shall be the only allowed use of the Public Address System. Abuse of this provision shall result in the loss of the use of the Public Address System at the discretion of the Airport Director.

12. COST OF OPERATION:

Operator shall bear at his/her own expense all costs of operating his/her business including, but not limited to, insurance, taxes, and licenses required by law.

13. PERMITS AND LICENSES:

Operator agrees to conduct its business in accordance with all Federal, State of Wisconsin and local laws, ordinances and rules and shall have all required licenses and permits required thereby.

14. INDEMNIFICATION AND INSURANCE:

(a) To the fullest extent allowable by law, Operator hereby indemnifies and shall defend and hold harmless, at Operator's expense, Airport, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Operator, or of anyone acting under its direction or control or on its behalf in connection with or incident to exercise of the rights, covenants and the performance under this Agreement, regardless if liability without fault is sought to be imposed on Airport. Operator's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole negligence of Airport, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Nothing in this Agreement shall be construed as Airport waiving its statutory limitations, affirmative defenses and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law (specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes). This indemnity provision shall survive the termination or expiration of this Agreement.

Operator shall reimburse Airport, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Operator's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Airport, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

(b) Operator shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following minimum insurance coverage, or greater per the Minimum Standards approved by the Airport from time-to-time:

(1) General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;

(2) Automobile Liability \$1,000,000 per occurrence for bodily injury and property damage.

(3) To the extent that Operator employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

(c) Operator shall furnish Airport a certificate evidencing insurance required, and listing the Central Wisconsin Airport, Marathon County and Portage County as additional insured on required insurance, shall be filed with Airport prior to the commencement of operations, and such certificate shall provide that such Insurance Coverage will not be canceled or reduced

without at least thirty (30) days prior written notice to Airport. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such Insurance Coverage has been renewed shall be filed with Airport. If such Insurance Coverage is canceled or reduced, Operator shall within fifteen (15) days after receipt of written notice from Airport of such cancellation or reduction in coverage, file with Airport a certificate showing that the required insurance has been reinstated or provided through another insurance Operator or companies. In the event that Operator shall at any time fail to furnish Airport with the certificate or certificates required under this Section, Airport, upon written notice to Operator of its intention so to do, shall have the right to obtain the required insurance, at the cost and expense of Operator, and Operator agrees to promptly reimburse Airport for the cost thereof, plus fifteen percent (15%) thereof for administrative overhead.

15. RULES AND REGULATIONS:

Operator agrees that he and his/her agents and employees will comply with the rules and regulations of the Central Wisconsin Airport Board and all directives, memorandums, and policies as may be promulgated from time to time by the Airport or Airport Director.

16. REPAIRS AND MODIFICATIONS:

Operator shall repair promptly and at no cost to the Airport, any damages to property on the Central Wisconsin Airport which has been attributed to or caused by the Operator, his/her employees, agents or representatives.

No changes or modifications may be made to the Operator's booth without the prior written approval of the Airport Director.

17. TERM:

(a) The primary term of this Agreement will become effective September 1, 2020, and expire August 31, 2025, unless terminated sooner by either party hereto, as hereinafter provided.

(b) After that time, this Agreement shall be automatically renewed for one year periods, unless sixty (60) days prior written notice of intent not be renew is given by either party, one to the other, and provided further that such renewal be upon terms mutually agreeable to both parties hereto.

18. AIRPORT'S RIGHT TO CANCELLATION:

The Airport will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

(a) The occurrence of any act which deprives the Operator of the rights, licenses, permits, and authorizations necessary for the proper and lawful conduct of the Operator's services.

(b) The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.

(c) The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void and no benefits thereunder shall pass to any assignee or transfer thereof.

(d) The abandonment or discontinuance of the operation and services by the Operator.

(e) The failure of the Operator to keep required insurance in force.

(f) The non-payment of any fees and rents due the Airport continuing for a period of 15 days after said rents or fees are due and continuing for 15 days from the date written notice of non-payment has been sent to the Operator by the Airport.

(g) Continued complaints by the public concerning overcharging, cleanliness of equipment, behavior of Operator or his/her employees, or inadequate performance.

(h) In any event, either party may terminate this Agreement with a sixty (60) day written notice to the other party.

19. OPERATOR'S RIGHT TO CANCELLATION:

The Operator shall have the right, upon thirty (30) days' written notice to the Airport, to terminate this agreement at any time after the occurrence of one or more of the following events.

(a) If for any reason Operator is deprived of the Airport or a major portion of the based facilities for thirty (30) consecutive days or more.

(b) Issuance by any court of competent jurisdiction of any injunction in any way restricting the use of the airport for airport purposes and the remaining in effect of said injunction, whether permanent or temporary, for a period of thirty (30) days.

(c) The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control, or use of the airport facilities, or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business hereto.

(d) A breach of the Airport of any of the terms and covenants or conditions within this Agreement and the failure of the Airport to remedy such breach for a period of fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

(e) In any event, either party may terminate this Agreement with a sixty (60) day written notice to the other party.

20. DEFAULT OR WAIVER:

No default or waiver by the Airport of any of the terms, conditions, covenants or agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept or observed by the Operator and Airport shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

21. COMPLAINTS BY PUBLIC:

The Airport shall not be responsible for resolving such complaints as may be received concerning Operator's fares, services, reservation policies, etc. Such complaints will be forwarded to the Operator who will be responsible for their resolution.

22. OTHER PROVISIONS:

(a) Grant Agreements: The Airport is subject to the Airport's assurances made to guarantee the public use of the airport pursuant to grant agreements between the Airport and the United States of America. The Airport represents that none of the provisions of this Agreement violate any of the provisions of any of those Agreements.

(b) Right to Develop Airports: The Airport reserves the right to further develop or improve the airport and all landing areas, taxiways and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

(c) Subordination of Agreement: This agreement shall be subordinate to the provisions of any existing or future agreement between the Airport and the United States of America or its boards, agencies, commissions or instrumentalities, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the airport.

23. PUBLIC RECORDS ACCESS:

The Airport and Marathon and Portage Counties are political subdivisions of the State of Wisconsin and as such are subject to the Wisconsin Public Records Law. It is the policy of the Airport and Marathon and Portage Counties to maintain an open and public process with respect to business at the Airport. Any restrictions on the use of information obtained or used by the Airport in the performance of the terms and conditions of this Agreement must be clearly and specifically identified by Operator as confidential or proprietary. In the event the Airport or Marathon and Portage Counties become involved in litigation due to Operator's refusal of permission to release information identified as confidential or proprietary, Operator agrees to indemnify, defend and hold harmless the Airport and Marathon and Portage Counties for any costs associated with said litigation.

24. NON-DISCRIMINATION:

The Operator, for himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

(a) No person on the grounds of race, color, sex, 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.

(b) 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, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

(c) That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(d) That in the event of a breach of any of the above non-discrimination covenants, the Airport shall have the right to terminate the Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued. This provision shall not be effective until the procedures of 48 CFR 21 are followed and completed including exercise or expiration of appeal rights.

25. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE:

(a) It is the requirement of the Federal Department of Transportation ("DOT") that Airport Concession Disadvantaged Business Enterprises (ACDBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of concession agreements at the Airport. Consequently, the ACDBE/DBE requirements of 49 CFR Part 23 are hereby included in this Agreement. Concessionaire agrees to comply with the requirements of any such regulations, as applicable, to this Agreement. Furthermore, Concessionaire agrees to submit information at the request of the Airport concerning the Concession, ACDBE(s) that may participate in this Agreement. This information will be provided quarterly and include:

- (1) The name and address of each ACDBE/DBE
- (2) A description of work performed by each ACDBE/DBE
- (3) The dollar value of the ACDBE/DBE's contracted participation
- (4) A copy of the Wisconsin Unified Certification Program (UCP) Certification

with initial submission and updated copy upon Expiration. The Concessionaire will also provide information as requested by the Airport describing the purchase or lease of goods or services

from ACDBE(s)/DBE(s) including, but not limited to, the purchase or lease of automobiles, fuel, tires, maintenance and janitorial services and other services.

(b) In the event of breach of any of Concessionaires' duties, the Airport shall have the right to terminate this Agreement and to re-enter and repossess the facilities and hold the same as if said Agreement had never been made or issued, provided, however, that the Concessionaire shall have the right to contest said alleged breach under applicable procedures, and any sanctions under or termination of this Agreement shall be withheld pending completion of such procedures; and provided, however, that the Concessionaire will pursue these applicable procedures with diligence and dispatch.

26. GENERAL PROVISIONS:

(a) Wisconsin Law: This Agreement has been made and shall be construed in accordance with the laws of the State of Wisconsin.

(b) Headings: The headings contained herein, including the Table of Contents, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

(c) 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.

27. NOTICE:

Any notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the Airport or Operator, respectively, at the addresses hereinafter shown, or at the addresses hereafter specified in writing, postage prepaid and deposited in any United States Post Office. The address of the Airport is:

Central Wisconsin Airport
100 CWA Drive, Suite 227
Mosinee, WI 54455

The address of the Operator is:

Aaron Schloemer
Northwoods Cab LLC
5207 Scott St.
Weston, WI 54476

WITNESS our hands this 3rd day of August, 2020

CENTRAL WISCONSIN JOINT AIRPORT BOARD

Sara Guild, Chair

Date

Date



Aaron Schloemer, Northwoods Cab, LLC

8-3-2020

Date



Agenda Item Summary

Airport Board Meeting Date: August 21, 2020

Agenda Item Title: #7) Review and Approve Parking Rate Structure

Staff Responsible: David Drozd, Finance Director

Background: In April of 2020, the Joint Airport Board approved the purchase of a new parking revenue control system. That system will be installed in the main center lot next month.

A goal of the Joint Airport Board's marketing plan for 2020 was to look at getting more family and leisure travelers back to CWA. This has been identified in our leakage study and is a critical component to the growth of our airport.

CWA staff have conducted a survey of other airports in our region in regards to parking fees and programs to verify that we are competitive in this area. See the attached Parking Rates Sheet as of July 30, 2020.

Using 1st quarter data from 2020, if we waived the 6th & 7th day and increased the daily rate by \$1.00, the following would have occurred:

- Decrease of \$12,392 in revenue from waiving the 6th & 7th day.
- Increase of \$19,380 from raising the daily rate by \$1.00 for days 1-5.
- The net increase in total revenue for Week 1 would be \$6,988.
- 70.27% of parking tickets are for 5 days or less.
- 7.99% of parking is for the 6th day; 4.63% is 7th day parking.

Additional statistical info:

- Days 8-12 account for 13.95% of parking.
- Days 13 & 14 account for only 1.08%.
- Days 15 & over account for only 2.08% of total parking tickets.

Timeline: If approved by the Joint Airport Board, the new rate structure would be programmed into the new system during installation in September of 2020. Upon successful testing we would implement the new rate structure at the airport immediately.

Financial Impact: Initial analysis shows a modest increase in revenues based on the proposed structure. Post COVID-19 travel will likely see a higher percentage of leisure travelers vs. business travelers which should further incentivize leisure travel out of CWA. Staff will monitor the new structure going forward to see the actual impact.

Contributions to Airport Goals: This project is in line with the 2020 airport goal to increase leisure travel through CWA.

Recommended Action: Airport staff recommends raising the daily parking rate from \$7 to \$8 and to also include a \$40 maximum per week charge.

Attachments: Parking Rates Sheet

Parking Rates - WI, MN, IL, IA

As of July 30, 2020

CODE	NAME	STATE	SHORT-TERM FREE	SHORT-TERM HOURLY	SHORT-TERM MAX	LONG- TERM DAILY RATE	WEEKLY REDUCED RATE	OTHER/COMMENTS
ATW	Appleton International	WI	30 min	\$1.00 /half hour	\$15.00 /day	\$8.00	\$40.00	Additional charges if exceed 168 hours (7 days)
EAU	Chippewa Valley Regional	WI	4 hrs			\$5.00		
GRB	Austin Straubel International	WI		\$1.00 /half hour	\$16.00 /day	\$8.00	\$40.00	Mentioned no tax levy used for parking facility
LSE	LaCrosse Regional	WI	20 min	\$2.00 /first hr then \$1.00 /half hour	\$11.00 /day	\$8.00		Rolling out a parking rewards program soon
MSN	Dane County Regional	WI		\$2.00 /hr up to 6 hrs \$14.00 /6 to 24 hrs	\$16.00 /day ↑24	\$6 \$8 \$10		
RHI	Rhineland-Oneida County	WI		\$0.25 /hr - 2 hr max		\$6.00		
MKE	Mitchell International	WI		\$2.00 /hr	\$8-\$24 /day	\$8 - \$24		
MSP	Minneapolis-St. Paul	MN		\$5.00 /1st hr then \$3		\$19 \$26		\$9 to \$11/day off-airport parking
RST	Rochester	MN	30 min	\$1.00 /half hour	\$9.00 /day	\$9.00	\$54.00	
DLH	Duluth International	MN		See comment section	\$13.00 /day	\$13.00	\$78.00	0-1 hr \$3 1-2 hr \$5 2-6 hr \$9
CID	Eastern Iowa/Cedar Rapids	IA	20 min	\$2.00 /first 30 min then >> \$1.00 /remaining 30 min	\$14.00 /day	\$8.00		\$25 jump start fee
DSM	Des Moines International	IA	20 min	\$1.00 /ea 20 minutes	\$36.00 day	\$6 - \$25		
DBQ	Dubuque Regional	IA						ALL PARKING FREE
SUX	Sioux Gateway	IA	30 min	\$3.75 /31-60 min	\$10.00 /day	\$7.00		Short Term \$5 to 2 hr/\$6.25 to 3 hr/\$8.75 to 4
ALO	Waterloo Regional	IA	3 hrs	\$1.00 /hr	\$6.00 /day	\$6.00	\$42.00	
BLV	MidAmerica St. Louis/Scott AFB	IL	1 hr	\$1.00 /hr	\$5.00 /day	\$5.00		
CMI	Champaign/Willard	IL	2 hr	\$3.00 /to 5 hrs	\$7.00 /day	\$7.00	\$35.00	
ORD	Chicago O'Hare	IL		\$3.00 +/hr		\$15 - \$42		
MDW	Midway International	IL		\$4.00 +/hr		\$15 - \$40		
MLI	Quad City/Moline International	IL		\$1.00 /first hr then \$2/hr	\$15.00 /day	\$7.00	\$35.00	
RFD	Rockford International	IL	2 hr	\$1.00 /hr	\$7.00 /day	\$7.00		Eliminated weekly rates

CWA Legislative Update – August 2020

Negotiations on Coronavirus Relief Package Accelerating (Source AAAE Airport Alert)

August 5, 2020

Republican and Democrat leaders negotiating the next phase of coronavirus relief are reporting some progress in their discussions and pointing to an end-of-week deadline to try and reach a deal on a comprehensive package.

As we have reported, the Senate Republicans HEALS Act includes a proposed \$10 billion for airports. Maintaining that funding as part of a final bill is far from a certainty given the overwhelming number of interests and industries seeking assistance. We urge you to weigh in with your elected officials about the need to provide airports with additional resources to help address the unprecedented challenges caused by the pandemic, including lost revenue and increased costs.

HEALS Act Summary

- \$10 billion in total AIP funding to help airports prevent, prepare for, and respond to coronavirus.
- 100 percent federal share.
- \$9.5 billion for commercial service airports to use for any lawful purpose. Funds to be distributed based on AIP entitlement formulas, including the cargo set-aside, with no maximum grant amount and no PFC turnback, with remaining funds to be distributed based on enplanements.
- Any airport that received more than four years of operating expenses under the CARES Act is ineligible for these funds.
- \$500 million for nonprimary and general aviation airports apportioned in the same manner as the CARES Act with \$8.15 million reserved for Contract Tower airports.

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

18-Aug-20

	2019 MONTH	2020 MONTH	% CHGE. 19-20	2019 Y-T-D	2020 Y-T-D	% CHGE. 19-20
ACTUAL LANDINGS						
AMERICAN	80	54	-32.5%	530	369	-30.4%
UNITED	83	29	-65.1%	524	312	-40.5%
DELTA	140	39	-72.1%	906	512	-43.5%
CHARTERS	1	1	0.0%	13	5	-61.5%
TOTAL LANDING ACTIVITY	608	246	-59.5%	3,946	2,396	-39.3%
ATCT OPERATIONS	1,640	1,012	-38.3%	7,912	6,481	-18.1%
AIRLINE CANCELLATIONS						
AMERICAN	5	0	-100.0%	43	32	-25.6%
UNITED	0	0	0.0%	26	2	-92.3%
DELTA	1	0	-100.0%	15	35	133.3%
TOTAL CANCELLATIONS	6	0	-100.0%	84	69	-17.9%
ENPLANED PASSENGERS						
AMERICAN	3,566	2,071	-41.9%	21,529	12,257	-43.1%
UNITED	3,568	791	-77.8%	19,296	9,026	-53.2%
DELTA	6,261	867	-86.2%	36,954	13,202	-64.3%
CHARTERS	170	58	-65.9%	1,963	631	-67.9%
TOTAL ENPLANED PASSENGERS	13,565	3,787	-72.1%	79,742	35,116	-56.0%
DEPLANED PASSENGERS						
AMERICAN	3,230	2,025	-37.3%	19,900	10,977	-44.8%
UNITED	3,385	929	-72.6%	19,144	8,953	-53.2%
DELTA	6,003	832	-86.1%	36,949	13,339	-63.9%
CHARTERS	170	0	-100.0%	1,963	573	-70.8%
TOTAL DEPLANED PASSENGERS	12,788	3,786	-70.4%	77,956	33,842	-56.6%
AIR FREIGHT - AMERICAN	510	1	-99.8%	1,891	368	-80.5%
AIR FREIGHT - UNITED	0	0	0.0%	0	0	0.0%
AIR FREIGHT - DELTA	2,074	2,157	4.0%	17,776	13,189	-25.8%
TOTAL AIRFREIGHT - AIRLINES	2,584	2,158	-16.5%	19,667	13,557	-31.1%
TOTAL AIRFREIGHT -G.AVIATION	142,888	132,955	-7.0%	972,671	936,547	-3.7%
AIRLINES & G.AVIATION-A.FREIGHT	145,472	135,113	-7.1%	992,338	950,104	-4.3%

LOAD FACTOR-CURRENT MONTH	SEATS	PAX	FACTOR
AMERICAN	2,700	2,071	76.7%
UNITED	1,450	791	54.6%
DELTA	1,950	867	44.5%

Central Wisconsin Airport – Flight Schedule August 21, 2020



<u>Arrivals – Delta</u>				<u>Departures – Delta</u>			
5167	14:18	from MSP	CRJ	4965	06:25	to MSP	CRJ
4953	19:03	from MSP	CRJ	5068	07:00	to DTW	CRJ
4828	19:22	from DTW	CRJ	5167	15:15	to MSP	CRJ



<u>Arrivals – United Airlines</u>				<u>Departures – United Airlines</u>			
3748	15:17	from ORD	CRJ	3829	08:45	to ORD	CRJ
4869	20:52	from ORD	CRJ	3730	15:47	to ORD	CRJ



<u>Arrivals – American Eagle</u>				<u>Departures – American Eagle</u>			
3387	09:30	from ORD	ERJ	3387	11:25	to ORD	ERJ
3406	16:00	from ORD	ERJ	3406	16:29	to ORD	ERJ

Upcoming Charter Schedule

August 21 – Sun Country to Reno (WOJO)
October 15 – Sun Country to Omaha (WOJO)

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

Total CWA Flights Daily = 7

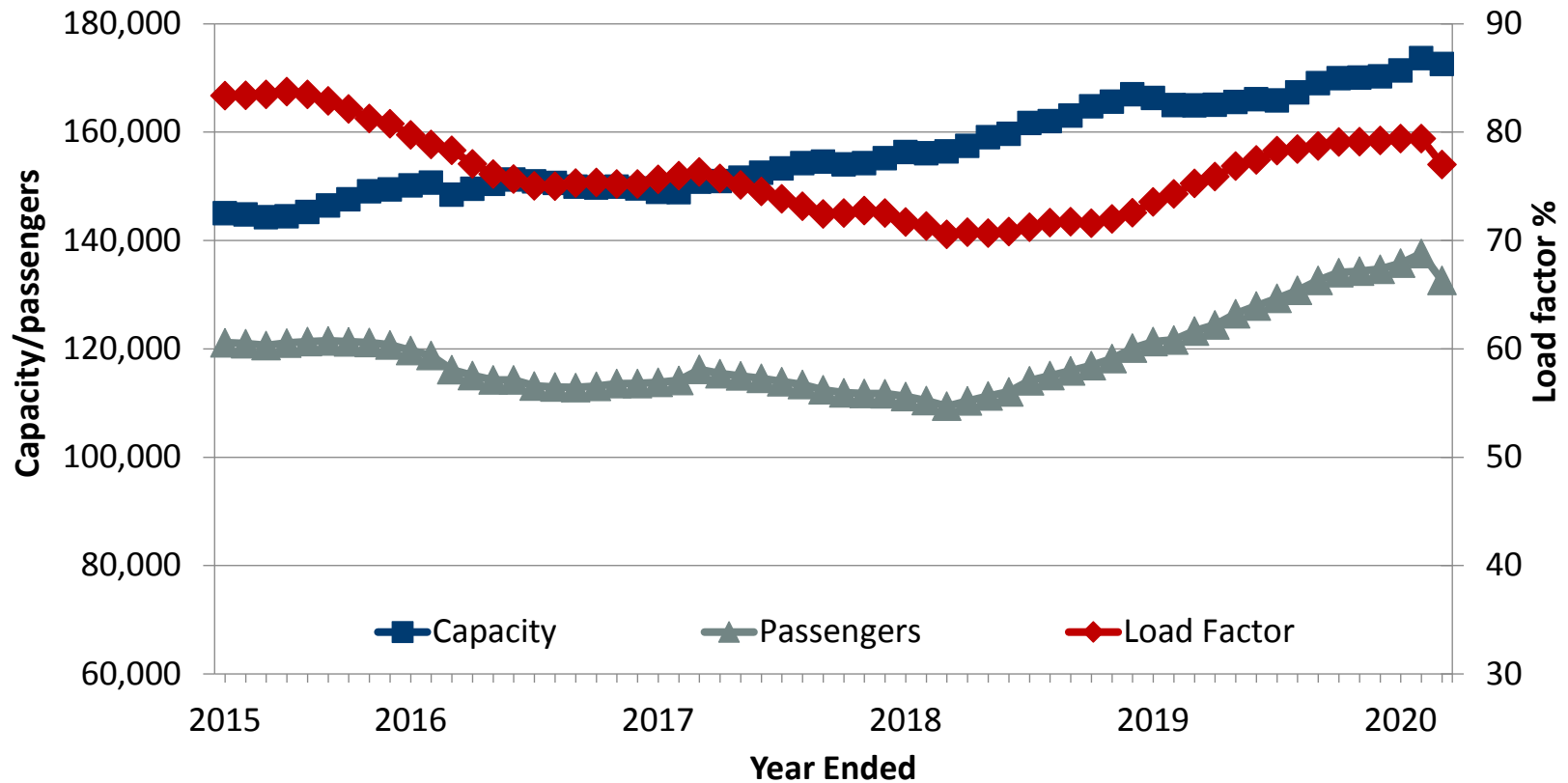


Central Wisconsin Airport (CWA)

Quarterly Performance Report

Year Ended Q1 2020

Traffic/Capacity Trends



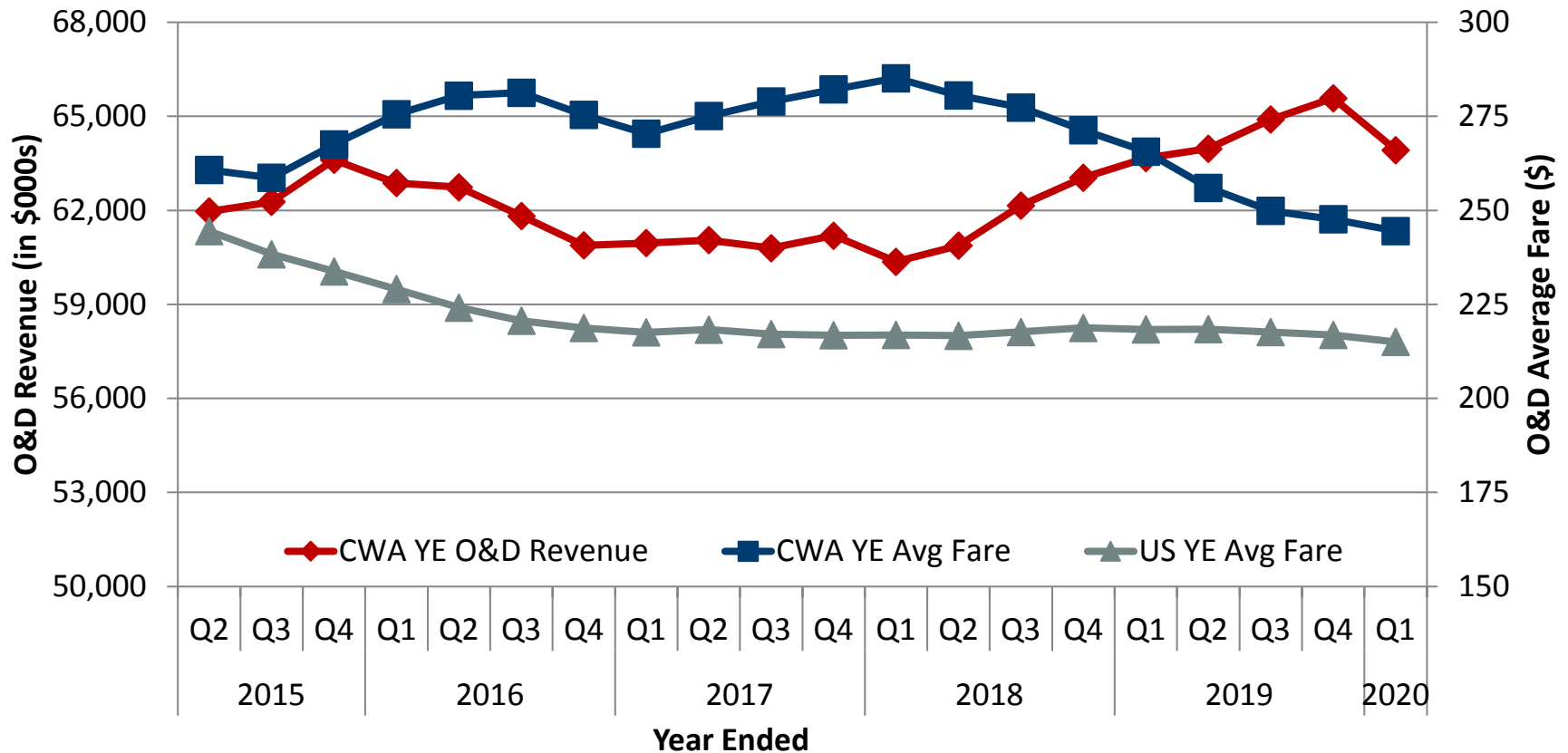
YE March 2020 year-over-year capacity was up 5%, while onboard passengers were up 8%; the average load factor increased 2% points.

Top O&D Markets

Rank	Destination	O&D Passengers	O&D Revenue (\$)	Average Fare (\$)	YOY % Change		
					Pax	Rev	Fare
1	Chicago, IL (ORD)	10,813	2,011,933	186	10%	7%	(2%)
2	Orlando, FL (MCO)	8,322	1,626,462	195	20%	6%	(12%)
3	Phoenix, AZ (PHX)	7,126	1,717,144	241	28%	17%	(9%)
4	Dallas, TX (DFW)	6,872	1,547,084	225	12%	3%	(8%)
5	Detroit, MI	6,582	1,408,557	214	5%	1%	(4%)
6	Las Vegas, NV	6,535	1,650,647	253	5%	16%	11%
7	New York, NY (LGA)	6,256	1,177,836	188	7%	(8%)	(14%)
8	Atlanta, GA	6,110	1,488,774	244	8%	0%	(8%)
9	Los Angeles, CA	5,992	1,430,274	239	5%	(4%)	(8%)
10	Denver, CO	5,937	1,336,144	225	(0%)	(0%)	0%
11	Washington, DC (DCA)	5,921	1,103,748	186	51%	20%	(20%)
12	Boston, MA	5,612	1,194,256	213	(6%)	(5%)	1%
13	Tampa, FL	5,593	1,101,985	197	27%	12%	(12%)
14	Fort Myers, FL	4,806	1,002,357	209	13%	2%	(9%)
15	San Francisco, CA	4,375	1,121,442	256	20%	10%	(8%)
16	Seattle, WA	4,233	1,167,543	276	(2%)	7%	9%
17	Charlotte-Douglas, NC	4,111	880,796	214	2%	(17%)	(18%)
18	Houston, TX (IAH)	4,084	955,340	234	(3%)	(9%)	(6%)
19	Nashville, TN	3,996	739,717	185	0%	(17%)	(17%)
20	San Diego, CA	3,777	889,822	236	11%	1%	(8%)
Total All Markets		261,440	63,924,052	245	9%	0%	(8%)

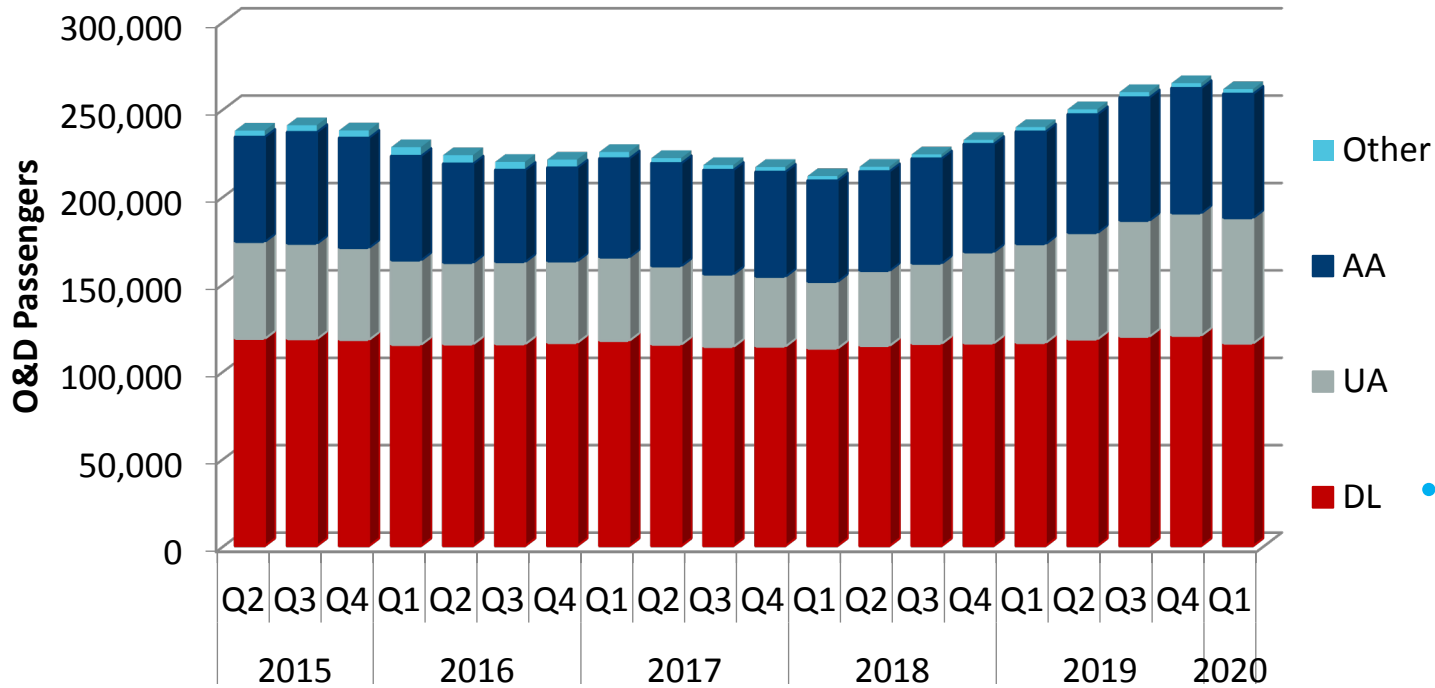
- Overall, passengers were up 9% on an 8% drop in fares resulting in revenue being flat.
- 9 of the top 20 markets experienced double-digit passenger increases with CWA fares down or flat in all markets except LAS, BOS and SEA.

Revenue/Fare Trends



- CWA fares decreased \$3 to \$245 in the latest year-ended period.
- Fares were \$30 higher than the U.S. average (versus \$31 in the prior period).

O&D Passenger Market Share



- DL is the market share leader with a 44% share.
- UA gained 2% points of share against DL in the latest year-ended period.

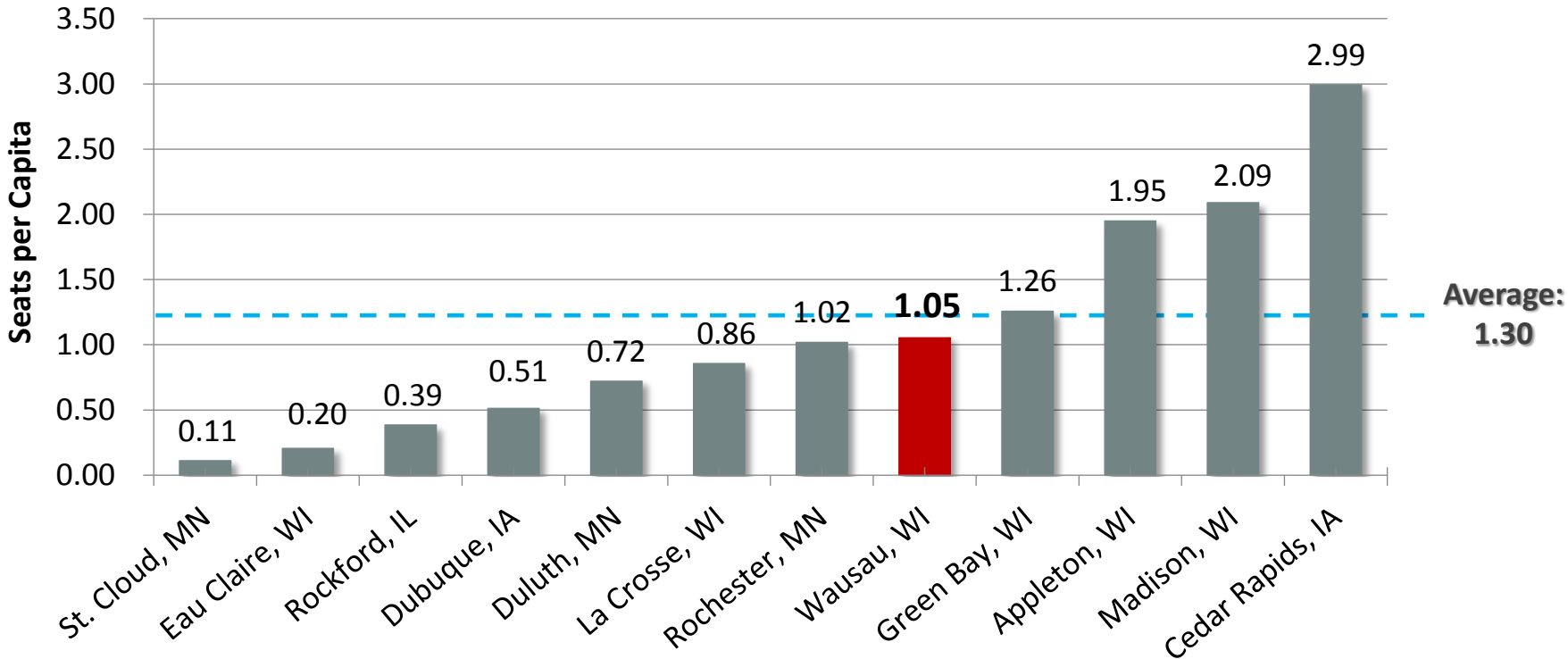
Year	Quarter	Airline Market Share			
		DL	UA	AA	Other
2018	Q2	53%	20%	26%	1%
	Q3	52%	20%	27%	1%
	Q4	50%	22%	27%	1%
2019	Q1	48%	24%	27%	1%
	Q2	47%	25%	27%	1%
	Q3	46%	26%	27%	1%
	Q4	46%	26%	27%	1%
2020	Q1	44%	28%	27%	1%

Forward Looking Schedule

Destination	Airline	YOY Change – Average Weekly Flights/Seats											
		Aug 2020		Sep 2020		Oct 2020		Nov 2020		Dec 2020		Jan 2021	
		#	Chg	#	Chg	#	Chg	#	Chg	#	Chg	#	Chg
Flights													
Chicago, IL (ORD)	American	14	(5)	11	(10)	17	(3)	19	2	19	0	19	(2)
	United	13	(6)	14	(6)	21	1	21	1	21	(0)	21	6
Detroit, MI	Delta	7	(7)	7	(6)	13	0	13	0	11	(0)	12	0
Minneapolis, MN	Delta	14	(6)	14	(6)	20	1	20	1	14	0	14	1
Total		48	(24)	46	(27)	71	(1)	73	4	65	(0)	66	5
Seats													
Chicago, IL (ORD)	American	700	(271)	548	(478)	869	(169)	957	90	960	15	937	(79)
	United	666	(316)	688	(292)	1,050	56	1,050	35	1,050	(11)	1,050	294
Detroit, MI	Delta	339	(327)	350	(292)	644	0	653	23	531	(23)	621	23
Minneapolis, MN	Delta	700	(294)	700	(292)	994	45	1,003	47	700	11	700	34
Total		2,405	(1,208)	2,287	(1,353)	3,556	(68)	3,663	195	3,240	(7)	3,308	271

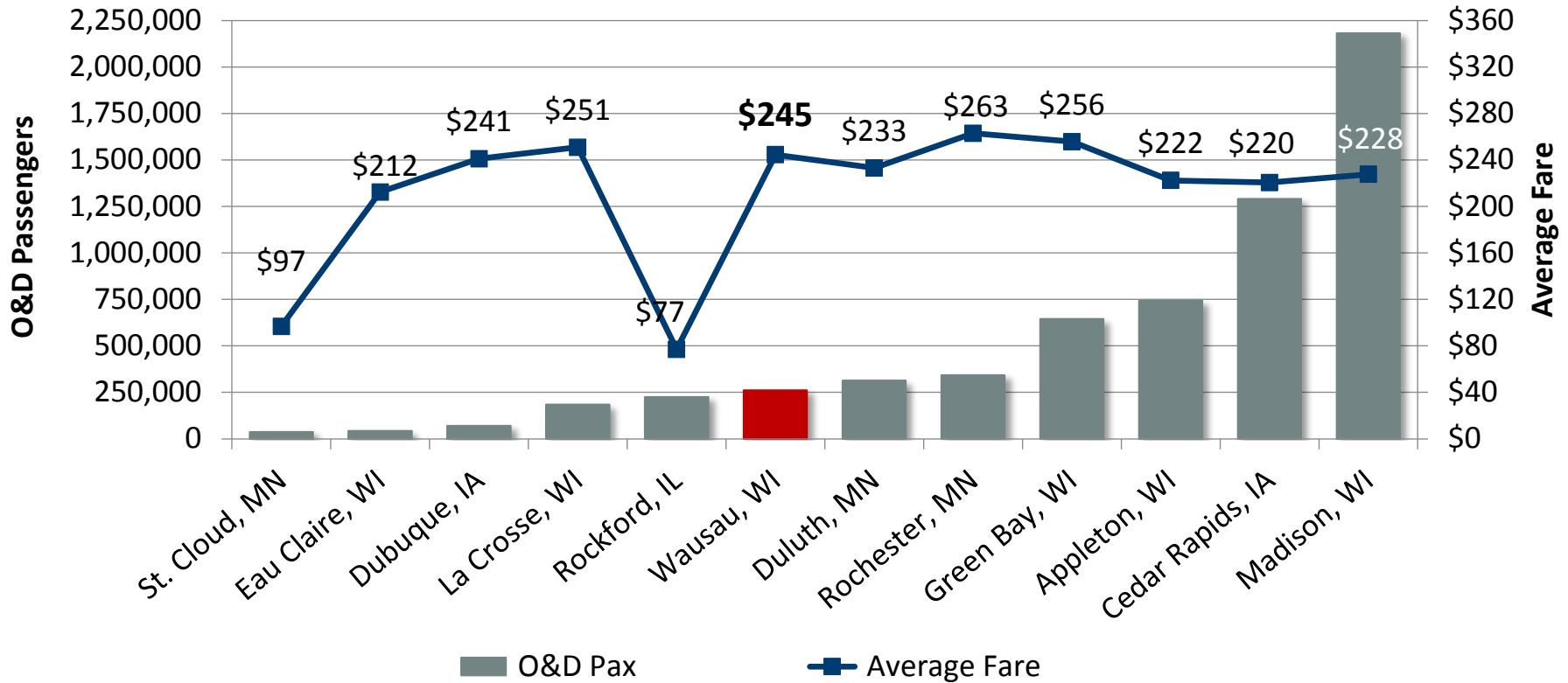
- Year-over-year flights and seats are currently scheduled to increase in two of the next 6 months.
- Overall, for the 6-month period from August 2020 through January 2021, flights and seats are scheduled to be down 11% year-over-year; however, more capacity reductions due to COVID-19 can be expected.

Seats Per Capita Comparisons



- CWA's seats per capita was below the compare market average but higher than most of the compare markets.
- CWA's seats per capita decreased from 1.23 to 1.05 in the latest year-ended period driven by a change in population due to the definition of the MSA.

O&D Passenger/Airfare Comparisons



CWA's average fare was the 4th highest among compare markets but was still in line with other markets with the exception of St. Cloud, MN, and Rockford, IL, which have the majority of service on Allegiant.

Year-Over-Year Comparisons

Airport	2020 MSA Population	YE Q1 2020			YOY Change		
		# of Nonstop Destinations	O&D Pax	Seats	# of Nonstop Destinations	O&D Pax	Seats
Dubuque, IA	97,396	1	70,122	49,796	0	(2.3%)	5.3%
La Crosse, WI	137,872	3	184,193	118,093	0	2.1%	4.9%
Wausau, WI	163,804	3	261,440	172,585	0	9.1%	4.6%
Eau Claire, WI	170,882	1	43,083	35,025	0	1.7%	0.9%
St. Cloud, MN	202,702	2	37,303	22,734	0	(13.9%)	(10.4%)
Rochester, MN	223,147	3	342,828	227,105	0	(2.2%)	(1.2%)
Appleton, WI	240,305	11	743,425	468,693	1	5.9%	6.0%
Cedar Rapids, IA	275,134	15	1,290,360	823,331	2	10.6%	9.2%
Duluth, MN	290,048	2	313,291	208,968	0	16.6%	25.6%
Green Bay, WI	324,633	6	644,809	408,216	2	8.8%	7.8%
Rockford, IL	338,935	7	224,834	130,873	2	11.6%	17.6%
Madison, WI	670,373	19	2,181,937	1,400,955	1	5.1%	1.8%

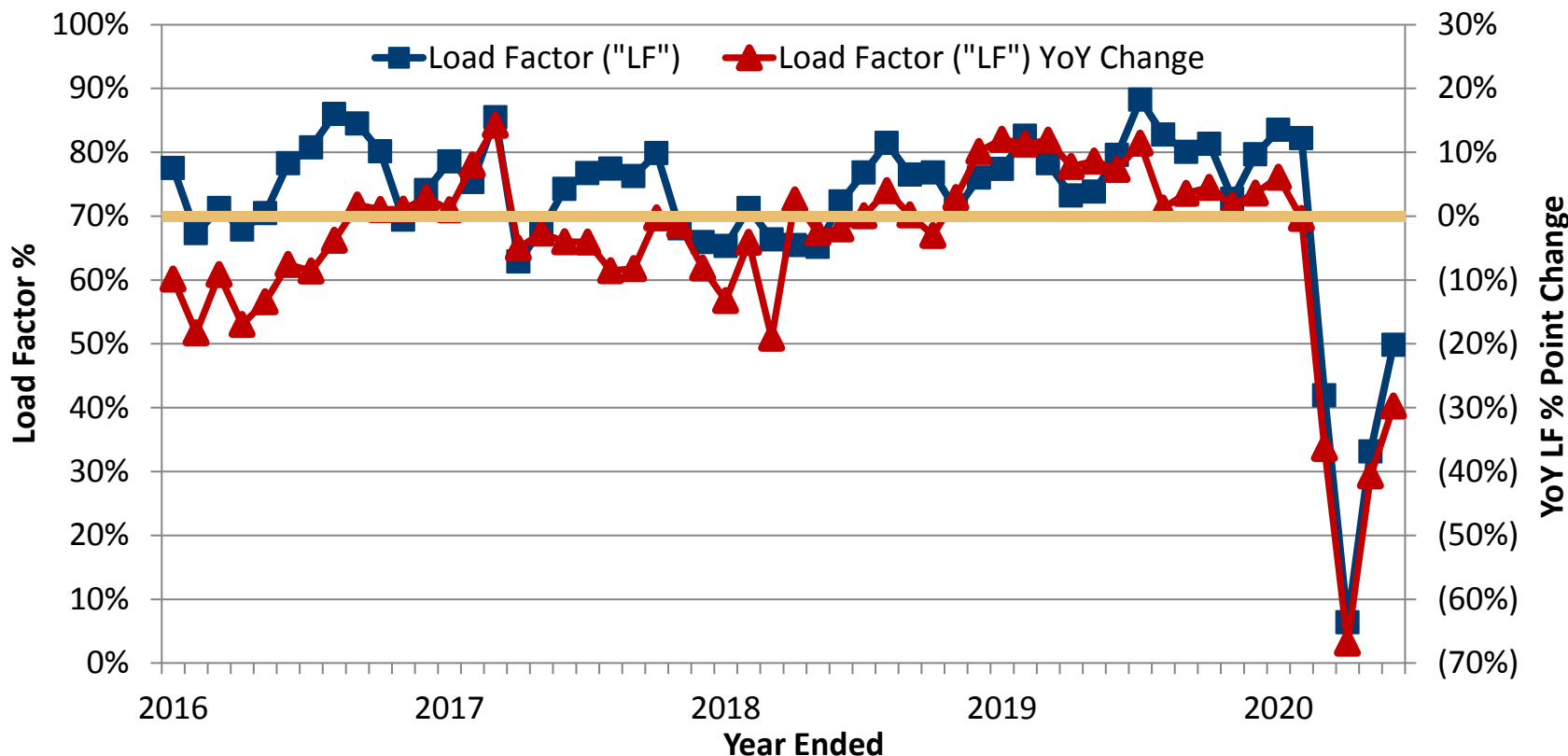
CWA had the 4th highest increase in O&D passengers (+9.1%) among compare markets on a 4.6% increase in seats year-over-year.

Load Factor Trends

Destination	Airline	2017			2018				2019				2020	YOY Q1 Change	
		Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	'20 vs '18	'20 vs '19
Chicago, IL (ORD)	American	63	71	70	60	66	73	72	77	77	81	76	67	6.5	(10.5)
	United	58	67	58	51	58	75	71	78	71	81	77	70	19.4	(8.0)
Detroit, MI	Delta	74	79	80	77	76	82	83	80	80	83	81	72	(5.2)	(8.7)
Minneapolis, MN	Delta	74	77	79	78	76	80	79	80	81	85	81	67	(11.4)	(12.8)
Average Load Factor		68	74	73	67	69	78	76	79	77	82	78	69	2.0	(9.8)

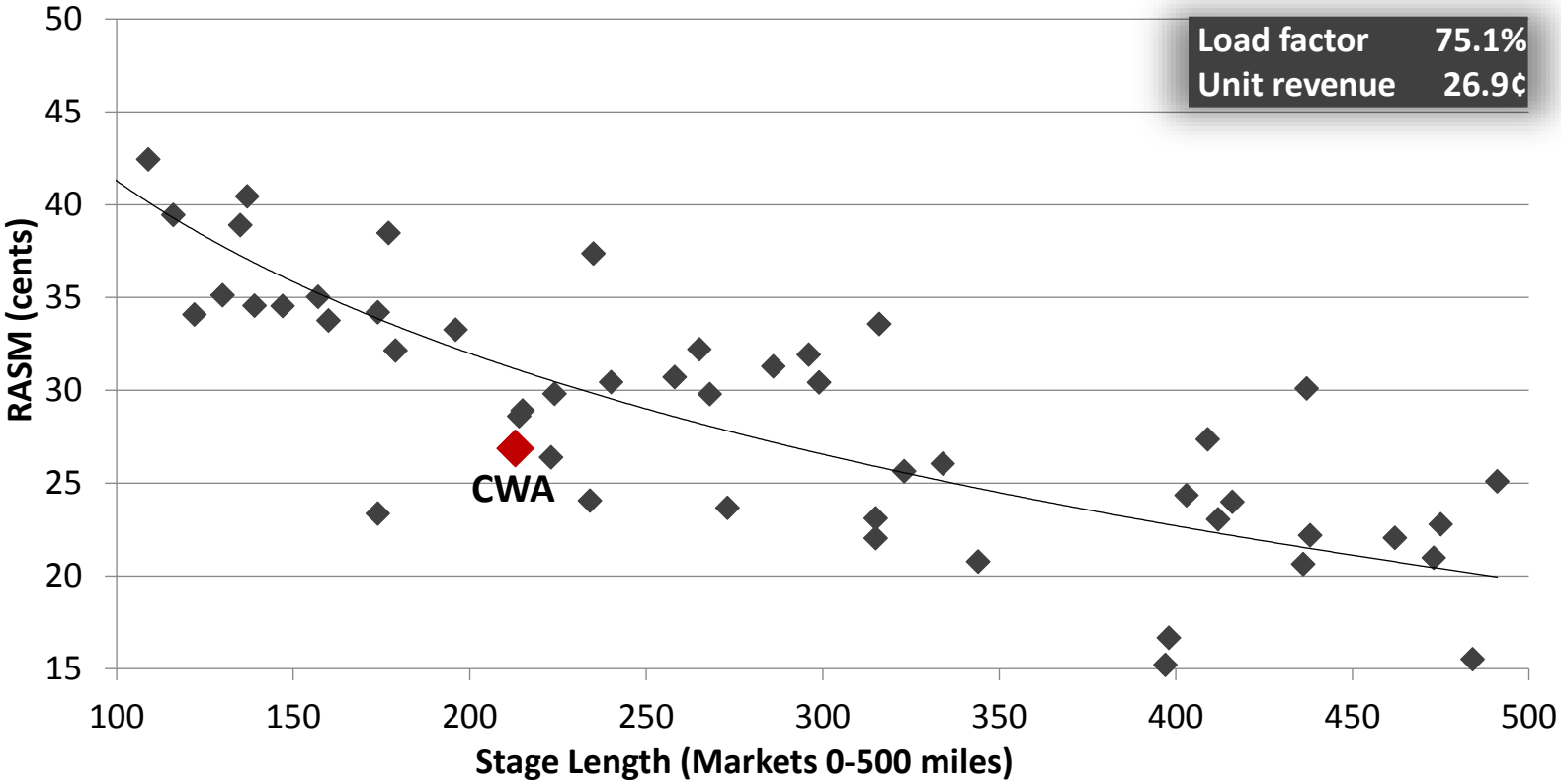
- Load factors were down year-over-year in Q1 2020 versus Q1 2019 in all markets with the largest decreases in AA-ORD and DL-MSP.
- Overall, the market average load factor was down 9.8% points in Q1 2020.

Enplanement "LF" and YOY Change



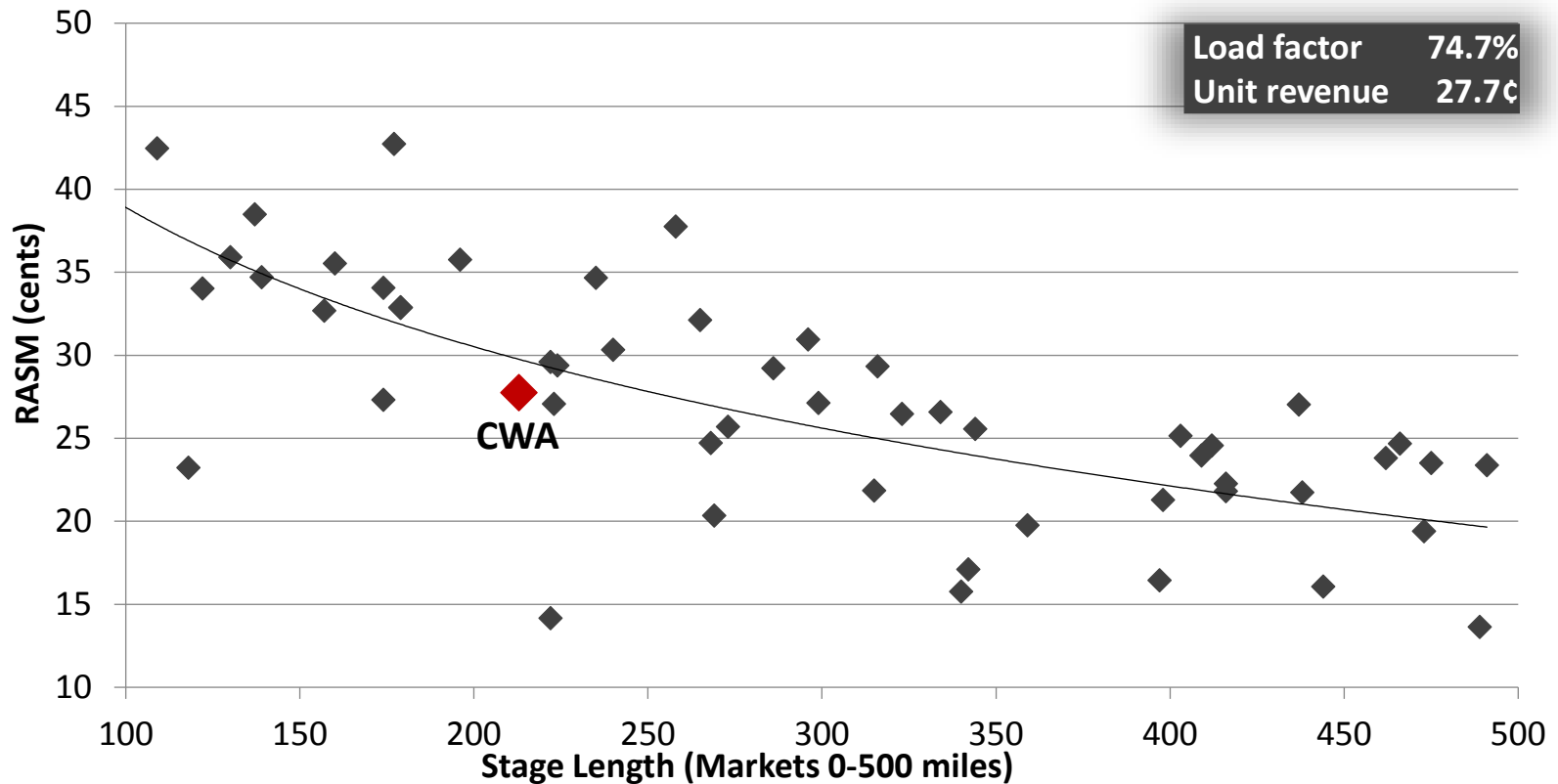
- Load factors were down 4.3% points for the year-ended June 2020 versus the same prior year period.
- Enplanements were down 19.9% on a 15.1% decrease in seat capacity.

AA-ORD RASM Performance



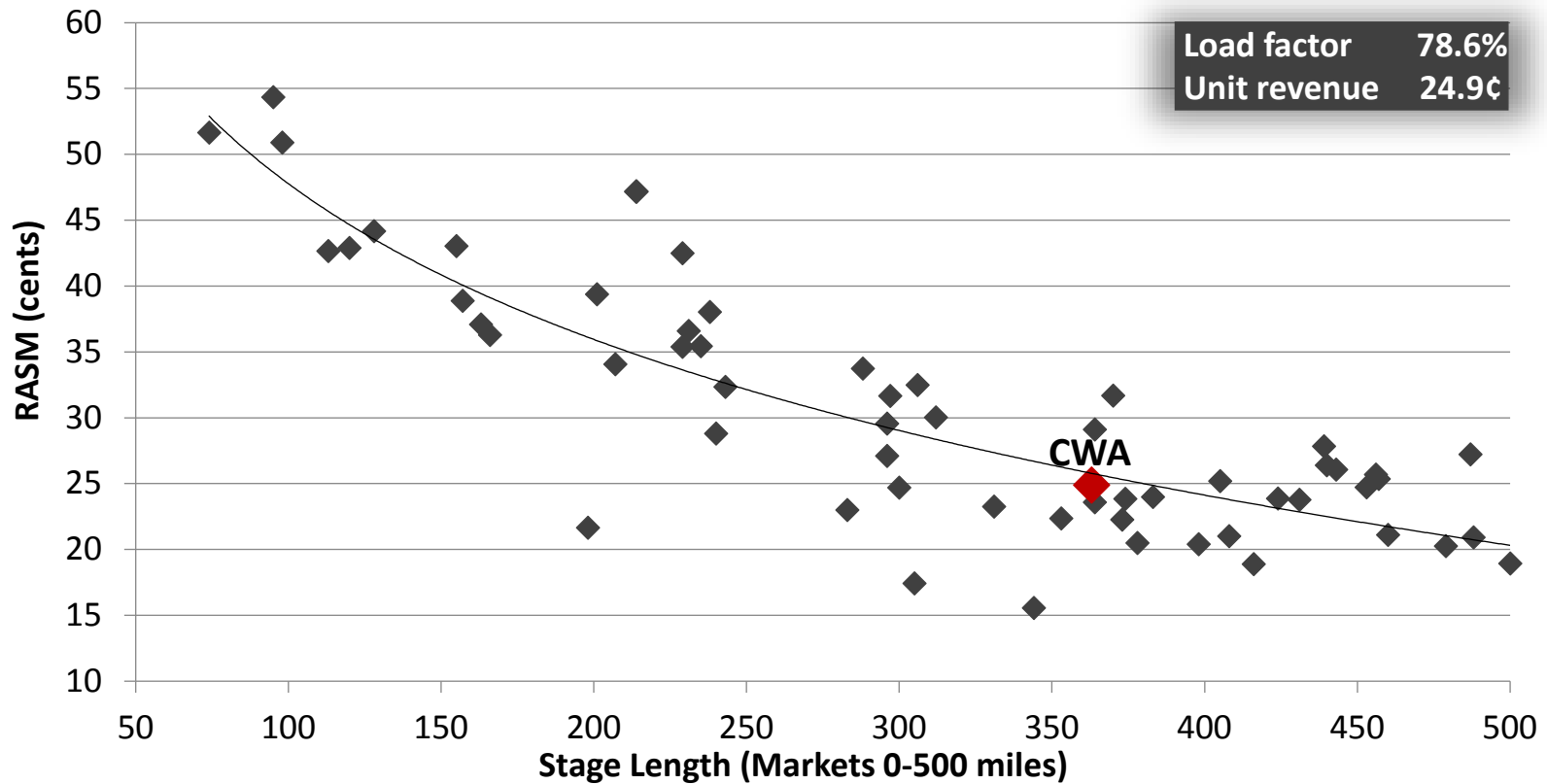
CWA's ORD RASM and load factor were below AA's average (market load factor average of 83.8%).

UA-ORD RASM Performance



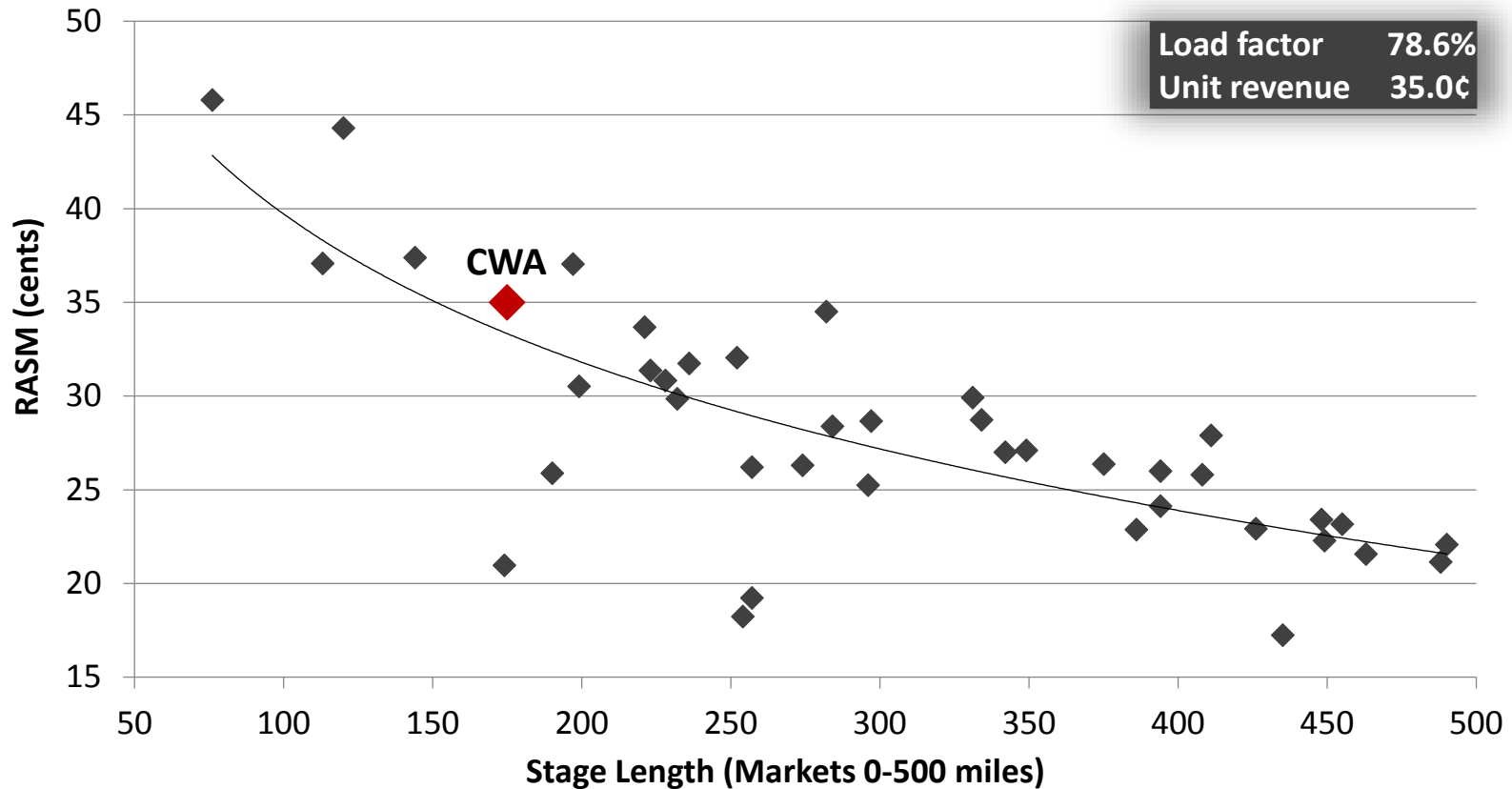
CWA's ORD RASM was slightly below average while the load factor was below UA's average (market load factor average of 82.6%).

DL-DTW RASM Performance



**CWA's DTW RASM was at DL's average,
while CWA's load factor was below DL's DTW average of 83.5%.**

DL-MSP RASM Performance



CWA's MSP RASM was slightly above DL's average, while CWA's load factor was below DL's MSP average of 84.3%.

RASM Trends

Destination	Airline	2017			2018				2019				2020	YOY Q1 Change	
		Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	'20 vs '18	'20 vs '19
Chicago, IL (ORD)	American	30.9	31.5	28.9	23.8	28.4	31.5	26.5	27.7	29.4	30.1	26.7	21.3	(11%)	(23%)
	United	28.0	30.3	25.2	23.1	23.5	30.1	27.4	28.2	26.3	31.9	28.7	23.5	2%	(17%)
Detroit, MI	Delta	27.8	27.7	27.5	26.8	27.6	30.1	27.0	25.3	26.4	25.5	25.9	21.5	(20%)	(15%)
Minneapolis, MN	Delta	38.9	37.9	37.6	38.0	36.9	38.7	35.3	35.7	35.3	39.1	35.1	28.7	(25%)	(20%)
Total Average		31.2	31.6	29.6	27.4	28.8	32.5	28.6	28.6	29.0	31.1	28.6	23.2	(16%)	(19%)

- RASM was down double-digits in all markets in the 1st quarter year-over-year.
- Overall, total average market RASM was down 19% in the CWA market.

Thank You.

For additional information, contact:

Mead & Hunt, Inc.:

Brach Crider

Managing Director – Air Service Consulting

brach.crider@meadhunt.com

802 Bagwell Boulevard

Murray, KY 42071

Phone: (270) 210-6430

Please be aware that International origin and destination data is restricted to internal purposes only and that any disclosure of the restricted data must be pre-approved in writing by the Department of Transportation.



**CENTRAL WISCONSIN AIRPORT
REVENUE 2020**

18-Aug-20

	BUDGET 2020	MONTH OF JULY	YEAR TO DATE	% OF BUDGET
5409-53 FUEL SALES	42,000	6,772	22,262	53.0%
5410-53 FUEL FLOWAGE	60,000	1,815	24,872	41.5%
5411-53 LANDING FEES	385,000	10,024	164,917	42.8%
5418-53 RAMP CHARGES	62,000	5,093	34,886	56.3%
AIRFIELD	549,000	23,705	246,936	45.0%
5422-56 UTILITIES	450	0	0	0.0%
CONTROL TOWER	450	0	0	0.0%
5412-55 RENT	105,000	10,717	59,106	56.3%
5422-55 UTILITIES	4,550	0	1,697	37.3%
HANGAR	109,550	10,717	60,803	55.5%
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	515	10.3%
MAINTENANCE SHOP	7,000	0	515	7.4%
5412-54 RENT	50,000	3,770	22,390	44.8%
5414-54 FARM LAND RENT	84,000	5,276	57,881	68.9%
5417-54 HWY BILLBOARDS	6,500	9,545	9,545	146.9%
5422-54 UTILITIES	6,000	261	261	4.4%
5432-54 CORPORATE HANGAR	76,000	6,781	70,892	93.3%
NET LEASE	222,500	25,634	160,970	72.3%
5440-51 PARKING	1,370,000	20,073	373,768	27.3%
5412-52 RENT	1,240,000	70,473	528,134	42.6%
5416-52 ADVERTISING	25,000	1,025	13,867	55.5%
5422-52 UTILITIES	39,000	2,914	26,003	66.7%
5431-52 SECURITY	5,500	1,171	4,682	85.1%
5499-52 MISCELLANEOUS	15,000	0	11,508	76.7%
TERMINAL BUILDING	1,324,500	75,582	584,193	44.1%
TOTAL	3,583,000	155,711	1,427,185	39.8%
1210 SALES TAX DISCOUNT	0	0	139	
8110 INTEREST ON INVEST	15,000	0	56,682	
8310 SALE FIXED ASSETS	15,000	0	0	
8350 INS RECOV	0	0	0	
8400 OTHER MISC REV	0	29,957	30,571	
8413 WORKERS COMP REIMB	0	0	0	
GRAND TOTAL	3,613,000	185,669	1,514,577	41.9%

5419-53 PASSENGER FAC. CHGS.	550,000	9,108	223,856	40.7%
8110 PFC INTEREST	5,000	0	5,523	110.5%
TOTAL PASSENGER FACILITY CHGS.	555,000	9,108	229,379	41.3%
5420-52 CFC CAR RENTAL FEES	208,800	12,424	80,848	38.7%

CENTRAL WISCONSIN AIRPORT
Disbursements - July 2020

	2020 BUDGET	THIS MONTH	2020 YTD	YTD % of BUDGET
PERSONAL SERVICES				
SALARIES	\$386,256.00	\$34,036.80	\$233,452.00	60.4%
WAGES	\$783,137.00	\$52,290.47	\$375,873.36	48.0%
EMPLOYEE BENEFITS	\$18,500.00	\$100.00	\$2,991.77	16.2%
EMPLOYER CONTRIBUTIONS	\$511,496.00	\$33,211.71	\$281,977.61	55.1%
SUB TOTAL	\$1,699,389.00	\$119,638.98	\$894,294.74	52.6%
CONTRACTUAL SERVICES				
PROFESSIONAL SERVICES	\$206,000.00	\$4,036.64	\$133,383.02	64.7%
UTILITY SERVICES	\$276,000.00	\$17,546.76	\$122,426.49	44.4%
REPAIR-MAINT/STREETS	\$8,000.00	\$0.00	\$1,560.00	19.5%
REPAIR-MAINT EQUIP/BUILDINGS	\$85,000.00	\$4,610.56	\$53,739.74	63.2%
CONTRACTUAL SERVICES	\$110,000.00	\$4,386.65	\$37,655.43	34.2%
SUB TOTAL	\$685,000.00	\$30,580.61	\$348,764.68	50.9%
SUPPLIES & EXPENSES				
OFFICE SUPPLIES	\$7,000.00	\$573.12	\$2,901.54	41.5%
ADVERTISING/MEMBERSHIP/DUES	\$85,700.00	\$8,484.00	\$52,576.02	61.3%
TRAVEL	\$21,800.00	\$1,411.44	\$9,653.45	44.3%
OPERATING SUPPLIES	\$181,500.00	\$2,774.92	\$86,763.30	47.8%
REPAIR/MAINT SUPPLIES/GASOLINE	\$170,000.00	\$39,203.37	\$81,453.31	47.9%
CONSUMABLE TOOLS/SUPPLIES	\$5,000.00	\$1,183.80	\$2,953.64	59.1%
SUB TOTAL	\$471,000.00	\$53,630.65	\$236,301.26	50.2%
BUILDING MATERIALS				
METAL PRODUCTS	\$3,000.00	\$11.03	\$479.67	16.0%
WOOD PRODUCTS	\$500.00	\$0.00	\$0.00	0.0%
RAW MATERIALS/RWY PAINT	\$30,000.00	\$4,353.25	\$4,353.25	14.5%
ELECT FIXTURES/RWY SIGNS	\$5,000.00	\$0.00	\$0.00	0.0%
ASPHALT/ASPHALT FILLER	\$45,000.00	\$58,142.50	\$58,142.50	129.2%
SUB TOTAL	\$83,500.00	\$62,506.78	\$62,975.42	75.4%
FIXED CHARGES				
INSURANCE/OTHER LOSSES	\$78,000.00	\$0.00	\$76,752.60	98.4%
CAPITAL OUTLAY				
CAPITAL EQUIPMENT	\$348,000.00	\$36,942.57	\$74,665.34	21.5%
CAPITAL IMPROVEMENTS	\$194,000.00	\$0.00	\$9.46	0.0%
SUB TOTAL	\$542,000.00	\$36,942.57	\$74,674.80	13.8%
TOTALS	\$3,558,889.00	\$303,299.59	\$1,693,763.50	47.6%

2019-2020 CWA Budget Summary YTD - July

	<u>July YTD - 2020</u>	<u>July YTD - 2019</u>	<u>% CHANGE</u>
Airfield	\$246,936	\$319,547	
Control Tower	\$0	\$0	
Hangar	\$60,803	\$59,599	
Maintenance Shop	\$515	\$2,717	
Net Lease	\$160,970	\$121,647	
Parking	\$373,768	\$775,304	
Terminal Area	\$584,193	\$697,784	
Misc.	\$87,392	\$19,142	
Total Revenues	\$1,514,577	\$1,995,740	-24.11%
Personal Services	\$894,295	\$913,458	
Contractual Services	\$348,765	\$334,972	
Supplies and Expense	\$236,301	\$331,554	
Building Materials	\$62,975	\$37,610	
Fixed Charges-Insurance	\$76,753	\$69,904	
Capital Outlay	\$74,675	\$73,488	
Total Expenses	\$1,693,764	\$1,760,986	-3.82%
Revenue over Expense	-\$179,187	\$234,754	

New Snow Removal Equipment Delivered 7/30/2020

Contract Award Date: 9-11-2019

Funding Source: CWA Passenger Facility Charge

Total Cost: \$818,731.63

