

CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING
Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin
October 16, 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. Airport Board members and the public may join the meeting by calling 715-693-2147 and dialing extension 3000 when the voice menu system begins. The conference line will be open to calls five (5) minutes prior to the meeting start time listed above. If board members or members of the public attend the meeting in person, appropriate safety measures, including adequate social distancing, must be utilized by all in-person attendees.

AGENDA

- 1) Call to Order by Chair Guild at 8:00 a.m.
 - a) Pledge of Allegiance
- 2) Approval of Minutes of the August 21, 2020 and September 21, 2020 Board Meetings
- 3) Public Comment Period: 15-minute time limit
- 4) Review and Possible Action on Custodial Services Contract
- 5) Staff Reports
 - a) Director Report
 - i) Marketing RFP
 - ii) Legislative Update
 - iii) Statistics – September 2020
 - iv) Flight Schedule
 - b) Financial Reports
 - i) Revenues and Expenses – September 2020
 - ii) Accounts Receivable Update
 - c) Operations and Project Reports
 - i) Winter Operations Update
 - ii) Access Control Update
 - iii) FBO Roof Update
- 6) Adjournment
- 7) Next Meeting Date: November 20, 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

August 21, 2020 - 8:00 a.m.

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

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

Approval of Minutes: *Motion by Krogwold, second by Jacobson to approve the minutes of the July 17, 2020 board meeting. Motion carried unanimously.*

Public Comment Period: None

Review and Possible Action on Memorandum of Understanding with the Wisconsin Bureau of Aeronautics:

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 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. This MOU would apply to all current and future projects administered by the BOA and all projects would require Airport Board approval prior to moving forward. ***Motion by Dickinson, second by Reser to approve the Memorandum of Understanding with the Wisconsin Bureau of Aeronautics as presented. Motion carried unanimously.***

Review and Possible Action on Master Civil Engineering Contract:

CWA initiated a competitive solicitation for airport engineering services through a Request for Qualifications (RFQ) process that was publicly posted on Wisconsin DOT's state bid system, the Marathon County Bids/RFP website, and in the Mosinee Times. Statements of Qualifications (SOQ) were received from Becher Hoppe, RS&H, OMNNI Associates, and IMEG. On August 5, 2020, the selection committee met to evaluate and rank the SOQs, in which Becher Hoppe was identified as the top ranked firm, RS&H was identified as the second ranked firm. The master civil engineering contract is a 5-year, on-call, non-exclusive agreement that would be effective upon Joint Airport Board approval. ***Motion by Ladick, second by Guild to approve the selection of Becher Hoppe for the master civil engineering contract. Motion carried unanimously.***

Review and Possible Action on Taxicab Lease:

With the addition of transportation network carriers (TNC) into the market, taxicab companies have seen an impact on their businesses. To create a fair and reasonable operating environment for all ground transportation tenants it was necessary to make changes to the current taxicab lease rates, which were previously based on deplaned passenger numbers and a minimum annual guarantee. The revised taxicab lease rate structure aligns with the TNC operating agreements at \$1.00 per trip fee. The taxicab lease agreement will include leased terminal space and parking spaces, as well as a minimum annual guarantee of \$1,200. Based on the revised lease agreement,

Northwoods Cab LLC would be interested in starting service beginning September 1, 2020. The existing taxicab company's lease agreement is scheduled for renewal on January 1, 2021 and the revised agreement will be utilized for their renewal. ***Motion by Kluck, second by Krogwold to approve the revised taxicab lease agreement and authorize the Airport Director to execute the Northwoods Cab LLC lease agreement and future taxicab lease agreements that utilize the revised taxicab lease. Motion carried unanimously.***

Review and Possible Action on Parking Rate Structure:

Earlier in the year, the Airport Board approved the purchase of a new parking lot revenue control system to comply with PCI compliance regulations. The new system is in testing phase and installation is anticipated in September. Current parking rates have not been changed in approximately six years and comparably sized airports in our region are at \$8.00/day. To continue efforts in promoting leisure travel, creating a weekly discounted rate was taken into consideration. Data analysis shows revenue would slightly increase with a five day maximum weekly fee and would help incentivize leisure travelers to fly out of CWA. Staff recommends increasing the daily parking rate to \$8.00 with a maximum weekly charge of \$40.00. ***Motion by Ladick, second by Kluck to approve moving forward with new parking rate structure of \$8.00 per day with a \$40.00 maximum daily charge.***

Staff Reports:

Director Report – Brian Grefe:

COVID-19 Update – To aid in promoting pandemic safety practices, terminal entrances now have large signs regarding mask requirements and social distancing. Airlines are allowed to put up similar signage in their gate areas. Passenger numbers are beginning to increase, but at a slow rate.

Legislative Update – A new COVID relief package as it relates to airports is being debated and is named the HEALS Act. Airports are looking to see more traction on its progress until passenger numbers are more sustainable.

Car Rental Update – Hertz Corporate was contacted to see if they are interested in taking over the local franchise office, but they have not expressed an interest to date.

Statistics – The July 2020 statistical report shows continued impact from the pandemic. ATC is down 38.3% on the month likely due to the EAA cancelation. Load factors ranged from 44.5% to 76.7% with American's numbers remaining strong.

Flight Schedule – The flight schedule is up to seven daily flights that are expected to continue through at least October. One casino charter is heading to Reno today and another is scheduled for October. General aviation has been doing well despite lower July numbers.

Quarterly Performance Monitoring – The 2020 first quarter report contains pre-COVID numbers and future schedules are likely to see capacity reductions. CWA had the fourth highest increase in passengers among comparable markets at 9.1% and a 4.6% increase in seats year over year.

Eau Claire Support with Rescue 1 – Chippewa Valley Regional Airport in Eau Claire had a 767 charter scheduled to come in and they did not have adequate firefighting capabilities. Volk field was conducting a large military exercise and could not provide the needed coverage as usual. Eau Claire requested assistance from CWA for use of an ARFF truck and personnel for the charter at their expense. CWA was glad to support them and all went well. The ARFF truck was transported on a trailer and two CWA maintenance employees participated.

Freight Runners Express just announced they will be pulling out of their hangar lease effective the end of September. They will still operate out of CWA, but their maintenance base is being moved.

Financial Reports – Dave Drozd:

Revenues and Expenses – July 2020 revenues end the month at 41.9% of budget with parking at 27.3% and CFCs at 38.7%. Hangar revenue is doing very well at 55.5% with the addition of the Ascension Spirit hangar that was not budgeted for.

Disbursements – July 2020 expenses end the month at 47.6% with personnel services lower due to an open position that has not been filled. The CWA Drive and main parking lot sealcoating project is reflected in building materials at 75.4%. Capital equipment includes the purchase of a new F250.

Budget comparison – The year to date budget comparison through July shows revenues down 24.11% and expenses down 3.85%.

Accounts Receivable Update – There are a few outstanding invoices, but companies are working it out and have intentions of catching up. Airline accounts are up to date.

Joint Finance Committee Meeting – The annual Joint Finance Committee meeting will be held on September 21, 2020 at 5:00 pm in conference room B.

Operations & Project Reports – Mark Cihlar:

GA Development Project Update – The Ascension Spirit facility is nearing completion and they anticipate moving in and beginning operations within the next few weeks. The taxiway and access road project is wrapping up, with the first layer of asphalt down. Contractors are working very well together through the projects. The new Odyssey Aviation hangar is getting closer to breaking ground. The WI DOT had planned on resurfacing Highway 153 from the paper mill to the airport, but that project has been delayed until next spring.

FAA Grants Update – The grant from the FAA for the runway 17/35 reconstruction project has not yet been received, but staff have had positive conversations with them to date. 2021 AIP entitlement funds were going to be used to fund portions of that project, but with bids coming in lower than expected it will allow for full entitlement funding.

Parking Lot Update – The parking lot revenue control system will be installed soon and resealing of the main parking lot and CWA Drive is complete. Estimates to remark the pavements came in around \$15,000, but CWA maintenance personnel were able to take on the task and did an outstanding job.

Snow Removal Equipment Update – The new snow plow/broom combination unit purchased last fall has arrived for the upcoming winter. The new unit replaces two of the older units that are lacking in reliability. The new style of combination unit that was purchased is far more capable than older units, reducing labor and equipment hours needed for each snow event.

Other Items of Interest – A recent resignation created an opening for a landside OMT I and there are several openings for on-call snow removal personnel.

The next regular session of the board is scheduled for September 18, 2020 at 8:00 a.m.

9:09 a.m. Motion by Kluck, second by Ladick to adjourn. Motion carried unanimously.

Julie Ulrick, Recording Secretary

CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING MINUTES
CENTRAL WISCONSIN AIRPORT TERMINAL
Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin
September 21, 2020 - 5:00 p.m.

Airport Board:	Sara Guild, Chair Lonnie Krogwold Brent Jacobson – via phone Chris Dickinson – via phone	Dave Ladick, Vice Chair Kurt Kluck – via phone Ray Reser – via phone
Staff:	Brian Grefe, Airport Director Julie Ulrick, Recording Secretary	Dave Drozd, Finance
Visitors:	Lance Leonard, Marathon Co. Admin – via phone Allen Haga, Portage Co. Board Chair – via phone	Jennifer Jossie, Portage Co. Finance Kristi Palmer, Marathon Co. Finance

Call to Order: Meeting called to order by Chair Guild at 5:00 p.m.

Public Comment Period: No comments from the public.

Review CWA Annual Report for 2019:

The Central Wisconsin Airport Annual Report for 2019 has been posted by Marathon County and is available for viewing on the county website. Total assets amount to \$59,434,643 with total liabilities at \$6,746,000, resulting in a net position of \$52,985,239. The Statement of Revenues, Expenses and Changes in Net Position show a decrease in net position of \$2,239,742. The Statement of Cash Flows lists cash and cash equivalents at \$4,125,035 for year end.

Review and Possible Action on CWA Annual Operations, Maintenance and Capital Budget for 2021:

2021 Revenues and Expenses balance out at \$5,125,520, a 31.94% increase over 2020, with no tax levy requested. The airport was allocated \$3.88 million in CARES Act funding this year that will mainly be used for reimbursement of payroll and debt service expenses. A substantial project to decouple the intersecting runways is anticipated for 2022/2023 as an added safety measure required by the FAA. Design and engineering costs for this project will near \$1 million and borrowing from the airport's fund balance is requested. Reimbursement to the fund balance is planned for 2022. CWA will also be reconstructing Flightline Drive and Taxilane E to accommodate general aviation development with an estimated cost of \$1.5 million, contingent on state and federal funding matches.

2021 Capital Improvement items include: Motor vehicle replacement - \$40,000; IT/phone upgrades - \$45,000; general aviation development - \$70,000; runway decoupling design and engineering - \$1,000,000; Flightline Drive and Taxilane E reconstruction - \$300,000 for a total of \$1,455,000 in capital expense.

Debt service payments for 2021 total \$830,463 that will be paid with \$739,384 in CARES Act funds and \$91,079 in PFC funds.

Motion by Krogwold, second by Ladick to approve the CWA Annual Operations, Maintenance and Capital Budget for 2021 as presented. Motion carried unanimously.

The next regular session of the board is scheduled for October 16, 2020 at 8:00 a.m.

5:50 p.m. Motion by Ladick, second by Krogwold to adjourn. Motion carried unanimously.



Agenda Item Summary

Airport Board Meeting Date: October 16, 2020

Agenda Item Title: #4) Review and Possible Action on Custodial Services Contract

Staff Responsible: Mark Cihlar, Assistant Airport Director

Background: In August, a staffing vacancy was created when one of CWA's Landside Operations and Maintenance Technicians resigned from his position. One of the primary roles for this position is cleaning the airport's facilities. CWA staff decided to explore the option of contracting custodial services in the terminal at the same time as posting the vacant position; recognizing that financially, only one or the other would be financially feasible.

The position posting closed on September 4th, and the custodial services proposals were received on September 10th. After reviewing the job applications received for the position posting, there were no applicants that stood out as ideal candidates for this position. Of the custodial services proposals received, K-Tech Building Maintenance proposed the lowest price and was ultimately the highest ranked respondent. However, the proposal price was higher than would work with the airport's budget. Airport staff agreed that reducing the scope of work to make the contract fit in CWA's budget was the better option over filling the vacant position because it would provide better daily coverage, including weekends and holidays.

Negotiations with K-Tech Building Maintenance resulted in a contract to provide evening custodial services in the terminal, concourse, and car rental buildings six days per week, excluding Wednesdays. Services provided includes the following: cleaning all public bathrooms, emptying garbage receptacles, vacuuming all carpets, cleaning all public seating, tabletops, handrails, stairs, and elevators. This will result in a more consistent level of attention to cleaning throughout the week and weekend than a single employee would be able to provide.

Timeline: If approved by the Joint Airport Board, K-Tech would begin providing custodial services on November 16, 2020 for a term of 5 years. The contract provisions give CWA the ability to cancel the contract for any reason at any time.

Financial Impact: This contract would have an annual cost of \$73,760 for the first two years, with set increases in years 3-5. The annual cost of filling the vacant position would be \$60,000-\$70,000, with benefits. This contract does not eliminate the vacant position. This position would be kept as one of the two unfilled positions in 2021.

Contributions to Airport Goals: This contract contributes to the 2020 goal to Identify Strategies to Address Staffing Shortages.

Recommended Action: Airport staff recommends approval of the contract with K-Tech Building Maintenance for Custodial Services at CWA.

CONTRACT AGREEMENT



Date of Contract: 8-16-2020

Custodial Services at CWA - 2020

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

1. This contract is entered into by and between Central Wisconsin Airport (identified hereinafter as “CWA”) and K-tech Building Maintenance (identified hereafter as “Contractor”) whose name, address, and principal officer appears at the end of this Contract agreement.
2. The Contract documents consist of this executed Contract Agreement, Marathon County’s Standard Terms and Conditions, and other documents, if any, enumerated below, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or referenced herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

Document	Title	Date	Pages
1. RFP	Custodial Services at CWA - 2020	8/26/2020	19
2. RFP	Addendum 1	9/4/2020	5
3. Proposal	Original Proposal	3/6/2020	18
4. Revised Proposal	Revised Proposal for reduced scope	10/8/2020	1

3. **Term of Contract.** 5 Years, beginning November 16, 2020, ending November 15, 2025 unless terminated sooner under Paragraph 11 of this contract.
4. **Contract Sum and Payment.** CWA shall pay to the Contractor the Contract Sum for the Contractor’s performance of this Contract. The Contract Sum shall be **Three-Hundred Seventy-Nine-thousand Nine-hundred Fifty dollars and Zero cents (\$379,950.00)**, subject to any additions or deductions as provided in the Contract Documents. Payments will be made Monthly after services provided according to the following schedule:

Years 1-2: Annual Rate: \$ 73,760.00 / 12 Months = \$ 6,146.67 Per Month
 Years 3-4: Annual Rate: \$ 76,710.00 / 12 Months = \$ 6,392.50 Per Month
 Years 5: Annual Rate: \$ 79,010.00 / 12 Months = \$ 6,584.17 Per Month

Central Wisconsin Airport

Contractor

By Central Wisconsin Joint Airport Board

Address 100 CWA Drive, Suite 227
Mosinee, WI, 54455

Phone 715-693-2147 Ext.7

By Sara Guild
Name

Signature

Title Board Chair

Date
(mm/dd/ccyy)

By K-Tech Building Maintenance

Address 2230 N. 14th Ave.
Wausau, WI 54401

Phone 715.298.3114

By John Austin
Name

John Austin

Signature

Title CFO/VP

Date 10/9/2020
(mm/dd/ccyy)

CONTRACT PROVISIONS

SERVICES PURCHASED

Contractor shall provide CWA the following services conforming to the stated description and any Technical specifications attached to this contract:

Scope of Work as identified in RFP – Custodial Services at CWA - 2020 and All Addendum with the following changes to the scope:

- (1) Work schedule will be 6 days per week, with services being provided all days of the week except Wednesdays.
- (2) Daily Tasks to be completed between the hours of 8:00PM and 4:00AM. These are not required staffing hours, so work may start later than 8:00PM or be completed earlier than 4:00AM, so long as all tasks are completed within these hours. To the extent practicable, tasks should be completed in an order so that areas are cleaned after the last use of the day.
- (3) Remove the following: “Scrub all hard surface floors.” *Note: This does not remove moping/cleaning bathroom floors nor moping/cleaning the basement hallway from the scope of work.*

QUALITY CONTROL

Contractor should implement a quality control program for the services provided; however, a formal quality control program is not required as a part of this contract. CWA will work with contractor in good faith to resolve any quality control issues. If quality issues cannot be resolved through counseling or mutually agreed amendment to this contract, CWA reserves the right to terminate this contract. See Paragraph 11 below.

MARATHON COUNTY STANDARD TERMS AND CONDITIONS

1. **Specifications:** The specifications in any request for bids or proposal which forms the subject of this contract are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed/provided, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. CWA shall be the sole judge of equivalency. Contractors are cautioned to avoid bidding/proposing alternates to the specifications which may result in rejection of their bid/proposal.
2. **Deviations and Exceptions:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the Contractor's letterhead, signed, and attached to the response to request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the Contractor shall be held liable.
3. **Delivery:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified. Failure of the Vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
4. **Ordering:** Purchase orders shall be placed directly to Contractor by authorized departments or purchasing agents who have issued the request for bids or proposal. No other purchase orders are authorized.
5. **Payment Terms and Invoicing:** CWA issues checks through Marathon County. Marathon County normally will pay properly submitted Contractor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
 - a) Invoices presented for payment must be submitted to David Drozd at ddrozd@fly-cwa.org.
 - b) A good faith dispute creates an exception to prompt payment.
6. **Taxes:** Marathon County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. Marathon County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. Marathon County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
7. **Contract Integration:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of a request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. The documents constituting the contract between CWA and Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order: Change Orders (with the most recent taking precedence); Contract Document Amendments; the Contract Document as described in this signed Agreement; Request for Proposal Addenda; Request for Proposal; and Firm's Proposal. Any terms of any other documents concerning this agreement are superseded by the terms set forth herein.
8. **Applicable Law and Compliance:** This contract shall be governed under the laws of the State of Wisconsin. Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. CWA reserves the right to cancel this contract if Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.
9. **Safety Requirements:** All materials, equipment, and supplies provided to CWA must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

- a) Contractor shall execute and maintain its work so as to avoid injury or damage to any persons or property. Contractor shall comply with the requirements and specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its work, Contractor shall, at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, including the obligation to conduct safety inspections to verify said compliance by its employees, agents, and/or subcontractors.
- b) Contractor is specifically notified that it is subject to federal requirements listed under Title 29, Chapter 15 of the United States Code (Occupational Health and Safety Act) by virtue of its contract with CWA, a public entity. Contractor shall provide a similar notice to all its subcontractors.
- c) SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

10. Insurance Requirements: Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by CWA, nor shall Contractor allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

- a) Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. In case any work is sublet, Contractor shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor.
- b) **General Liability, Professional Liability and Property Damage Insurance.** Contractor shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability (if necessary), and Property Damage Insurance as shall protect itself and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by Contractor, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:
 - i. Comprehensive General Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and Property Damage.
 - ii. Professional Liability Coverage, \$1,000,000 per occurrence and \$2,000,000 in aggregate.
 - iii. Automobile Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and property damage.
 - iv. Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverage.
- c) CWA reserves the right to require higher or lower limits where warranted.
- d) CWA reserves the right to require additional security, including, but not limited to, bid bonds or performance bonds as specifically set forth in its request for bids or proposals.
- e) **PROOF OF INSURANCE:** Contractor shall furnish CWA with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that Contractor meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to CWA and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Authorized Purchasing Agent, with a copy of the Certificate of Insurance to be delivered to the Assistant Airport Director for approval prior to the execution of this contract. Upon renewal of the required insurance, and annually

thereafter, CWA shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall name CWA, Marathon County, and Portage County as additional insured and describe the contract by name and or identification number in the "Description of Operations" section of the form.

11. Cancellation / Termination: CWA reserves the right to:

- a) NONAPPROPRIATION OF FUNDS. Cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Contractor to comply with terms, conditions, and specifications of this contract.
- b) Terminate this contract, for CWA's convenience, at any time by a notice in writing from CWA to Contractor by certified mail. If the Contract is terminated by CWA as provided herein, Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Contractor covered by this Contract, unless payments of compensation have previously been made.

12. Contract Modifications: The scope of the services to be performed under this Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent CWA from exercising its reserved right to establish reasonable time schedules for any of the work or services to be performed by or deliveries to be received from Contractor hereunder. Furthermore, this amendatory provision shall not operate to prevent CWA from canceling any of the services not yet performed or any deliveries not yet made at the time notice is given to Contractor of the cancellation of such services or portion of the work to be performed hereunder.

13. Assignment: No right or duty in whole or in part of the scope of work under this contract may be assigned or delegated without the prior written consent of CWA.

14. Patent Infringement: The Contractor selling articles to CWA as described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The Contractor covenants that it will at its own expense defend every suit which shall be brought against CWA (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

15. Public Records Access: CWA is a political subdivision of Marathon County, which is a political subdivision of the State of Wisconsin and as such is subject to the Wisconsin Public Records Law. It is the policy of Marathon County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Evaluations of responses to requests for proposals are subject to further discussion, clarification and negotiation. Records of bids and responses to requests for proposal will not be available for public inspection prior to issuance of the award of the contract.

16. Proprietary Information: Any restrictions on the use of data contained within a response to request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with the Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is Contractor's responsibility to defend the determination in the event of an appeal or litigation.

- a) Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of CWA.
- b) Any material submitted by Contractor in response to CWA's request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin Public Records Law, must be identified and include citation to the specific provisions of law that preclude disclosure and any factual or background information necessary to establish that the identified provisions of the law apply to that particular information. Bid/proposal prices cannot, under any circumstances, be held confidential.

- c) In the event CWA becomes involved in litigation due to Contractor's refusal of permission to release information identified as confidential or proprietary, Contractor agrees to indemnify, defend and hold harmless Marathon County for any costs associated with said litigation.
- 17. Confidentiality of CWA's Data:** In the event work conducted under this contract requires Contractor to have access to CWA's database via Internet, direct contact or other connection to allow the provision of installation, support and maintenance services, Contractor agrees to keep all such data confidential and to execute any reasonable agreement to assure CWA that Contractor will comply with all state and federal confidentiality laws and/or regulations. These restrictions herein shall survive the termination of this contract, regardless of the reason for termination, and shall continue in full force and effect and shall be binding upon Contractor or its agents, employees, successors, assigns or subcontractors. Contractor shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Contractor, its agents, employees, successors, assigns and subcontractors regarding the confidentiality restrictions herein.
- 18. Promotional Advertising / News Releases:** Reference to or use of CWA, any of its departments, agencies or other subunits, or any county official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of CWA. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of CWA's purchasing agent.
- 19. Hold Harmless/Indemnification:** Contractor hereby agrees to release, indemnify, defend, and hold harmless CWA, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of Contractor's officers, officials, employees, agents or assigns. Marathon County hereby agrees to release, indemnify, defend, and hold harmless Contractor, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of Marathon County's officers, officials, employees, agents or assigns. Marathon County 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.
- 20. Force Majeure:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
- 21. 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.

- 22. Dispute Resolution:** This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, including conflict of law provisions. Contractor consents to personal jurisdiction in the State of Wisconsin. The venue of any action hereunder shall be in Marathon County, Wisconsin. If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute. Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.
- 23. Independent Contractor Status:** The parties hereto agree that Contractor, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of CWA. The Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of CWA are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by CWA on behalf of the Contractor. Neither CWA nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venture for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever. Furthermore, Contractor agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venture with, or partner of, CWA.
- 24. Non-Debarment Clause:** Contractor hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Contractor further agrees and certifies that this clause shall be included in any subcontract of this contract. CWA also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal or State of Wisconsin procurement and non-procurement contracts.
- 25. Statement Of Compliance:** Contractor has carefully reviewed CWA's required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements.
- 26. Waiver/Severability:** No waiver of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this contract. If any provision of this contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this contract entirely.

CWA Legislative Update – October 2020

Airport Alert: President Calls off Coronavirus Relief Talks (Source AAE Airport Alert)

October 6, 2020

The President today abruptly called off coronavirus relief talks until after the election and suggested House Democrats are "not negotiating in good faith." Unfortunately, the announcement means that relief to airports, airlines, and other industry partners will likely have to wait until a lame duck session at the earliest. While it is possible that another effort could be made to try and move a freestanding bill to extend the airline Payroll Support Program separately with industry layoffs mounting, such a move faces exceedingly long odds at the moment.

House Democrats came down \$1.2 trillion from their initial \$3.4 trillion proposal and offered to meet Republicans half way. Meanwhile, White House officials indicated they were willing to raise their spending from \$1 trillion to \$1.6 trillion.

House Speaker Nancy Pelosi (D-CA) and Treasury Secretary Steven Mnuchin have been working to try to close the gap, and the two reportedly spoke yesterday for about an hour. As talks continued, the House late last week approved an updated HEROES Act - a \$2.2 trillion Democratic plan that includes \$13.5 billion for airports and concessionaires.

The measure also contains \$28 billion to extend the Payroll Support Program in an effort to keep aviation workers on the job. Airlines began furloughing and laying off tens of thousands of employees on October 1 after requirements in the CARES Act expired.

Despite differences over funding and priorities, there seemed to be a glimmer of hope over the weekend. On Saturday the President said the country needs a stimulus package, and he called on both sides "to work together and get it done." The next day, Speaker Pelosi said negotiators were "making progress."

Talks continued into today until the President tweeted this afternoon that he has told his team to stop negotiating until after the election and indicated that Senate Majority Leader Mitch McConnell (R-KY) should turn his full attention to confirming Supreme Court nominee Amy Coney Barrett.

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

13-Oct-20

	2019 MONTH	2020 MONTH	% CHGE. 19-20	2019 Y-T-D	2020 Y-T-D	% CHGE. 19-20
ACTUAL LANDINGS						
AMERICAN	84	45	-46.4%	699	476	-31.9%
UNITED	85	58	-31.8%	695	430	-38.1%
DELTA	140	90	-35.7%	1,196	695	-41.9%
CHARTERS	2	0	-100.0%	18	5	-72.2%
TOTAL OPERATIONS	622	386	-37.9%	5,216	3,212	-38.4%
ATCT OPERATIONS	1,156	1,107	-4.2%	10,215	8,771	-14.1%
AIRLINE CANCELLATIONS						
AMERICAN	4	0	-100.0%	48	32	-33.3%
UNITED	0	0	0.0%	26	2	-92.3%
DELTA	0	0	0.0%	15	35	133.3%
TOTAL CANCELLATIONS	4	0	-100.0%	89	69	-22.5%
ENPLANED PASSENGERS						
AMERICAN	3,357	1,252	-62.7%	28,576	15,363	-46.2%
UNITED	3,174	1,259	-60.3%	25,944	11,416	-56.0%
DELTA	5,840	1,717	-70.6%	48,934	16,730	-65.8%
CHARTERS	362	0	-100.0%	2,573	631	-75.5%
TOTAL ENPLANED PASSENGERS	12,733	4,228	-66.8%	106,027	44,140	-58.4%
DEPLANED PASSENGERS						
AMERICAN	2,937	1,138	-61.3%	26,113	13,655	-47.7%
UNITED	3,012	1,271	-57.8%	25,488	11,391	-55.3%
DELTA	5,650	1,718	-69.6%	48,720	16,871	-65.4%
CHARTERS	362	0	-100.0%	2,573	631	-75.5%
TOTAL DEPLANED PASSENGERS	11,961	4,127	-65.5%	102,894	42,548	-58.6%
AIR FREIGHT - AMERICAN	0	0	0.0%	2,717	368	-86.5%
AIR FREIGHT - UNITED	0	0	0.0%	0	0	0.0%
AIR FREIGHT - DELTA	2,235	1,745	-21.9%	22,796	16,869	-26.0%
TOTAL AIRFREIGHT - AIRLINES	2,235	1,745	-21.9%	25,513	17,237	-32.4%
TOTAL AIRFREIGHT -GENERAL AVIATION	133,067	147,597	10.9%	1,259,905	1,228,778	-2.5%
AIRLINES & GEN AVIATION-AIR FREIGHT	135,302	149,342	10.4%	1,285,418	1,246,015	-3.1%

LOAD FACTOR-CURRENT MONTH	SEATS	PAX	FACTOR
AMERICAN	2,200	1,252	56.9%
UNITED	2,900	1,259	43.4%
DELTA	4,500	1,717	38.2%

Central Wisconsin Airport – Flight Schedule

October 16, 2020



<u>Arrivals – Delta</u>				<u>Departures – Delta</u>			
5167	14:14	from MSP	CRJ	4965	06:15	to MSP	CRJ
4953	19:02	from MSP	CRJ	5068	07:00	to DTW	CRJ
4828	19:33	from DTW	CRJ	5167	15:10	to MSP	CRJ



<u>Arrivals – United Airlines</u>				<u>Departures – United Airlines</u>			
4874	15:16	from ORD	CRJ	3775	11:45	to ORD	CRJ
3746	19:19	from ORD	CRJ	4848	15:46	to ORD	CRJ



<u>Arrivals – American Eagle</u>				<u>Departures – American Eagle</u>			
3406	16:04	from ORD	ERJ	3788	06:20	to ORD	ERJ
3541	21:09	from ORD	ERJ	3406	17:24	to ORD	ERJ

Upcoming Charter Schedule

October 12 – Sun Country to Laughlin
 October 15 – Sun Country to Omaha (WOJO)
 November 5 – Sun Country to Las Vegas (WOJO)

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

Total CWA Flights Daily = 7

**CENTRAL WISCONSIN AIRPORT
REVENUE 2020**

13-Oct-20

	BUDGET 2020	MONTH OF SEPTEMBER	YEAR TO DATE	% OF BUDGET
5409-53 FUEL SALES	42,000	0	22,262	53.0%
5410-53 FUEL FLOWAGE	60,000	0	26,940	44.9%
5411-53 LANDING FEES	385,000	23,321	206,010	53.5%
5418-53 RAMP CHARGES	62,000	5,263	113,739	183.5%
AIRFIELD	549,000	28,584	368,951	67.2%
5422-56 UTILITIES	450	0	0	0.0%
CONTROL TOWER	450	0	0	0.0%
5412-55 RENT	105,000	2,820	69,103	65.8%
5422-55 UTILITIES	4,550	0	1,697	37.3%
HANGAR	109,550	2,820	70,800	64.6%
5497-57 LABOR-CWA	1,000	0	1,000	100.0%
5498-57 MATERIALS-CWA	1,000	0	0	0.0%
5499-57 MISC-CWA	5,000	1,413	1,928	38.6%
MAINTENANCE SHOP	7,000	1,413	2,928	41.8%
5412-54 RENT	50,000	2,170	34,508	69.0%
5414-54 FARM LAND RENT	84,000	0	61,881	73.7%
5417-54 HWY BILLBOARDS	6,500	0	9,545	146.9%
5422-54 UTILITIES	6,000	0	261	4.4%
5432-54 CORPORATE HANGAR	76,000	6,781	84,832	111.6%
NET LEASE	222,500	8,951	191,028	85.9%
5440-51 PARKING	1,370,000	32,271	438,685	32.0%
5412-52 RENT	1,240,000	47,505	708,412	57.1%
5416-52 ADVERTISING	25,000	825	17,317	69.3%
5422-52 UTILITIES	39,000	2,982	32,110	82.3%
5431-52 SECURITY	5,500	0	4,682	85.1%
5499-52 MISCELLANEOUS	15,000	0	16,272	108.5%
TERMINAL BUILDING	1,324,500	51,312	778,792	58.8%
TOTAL	3,583,000	125,351	1,851,184	51.7%
1210 SALES TAX DISCOUNT	0	0	156	
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	31,277	61,848	
8413 WORKERS COMP REIMB	0	0	0	
GRAND TOTAL	3,613,000	156,628	1,969,871	54.5%

5419-53 PASSENGER FAC. CHGS.	550,000	11,725	237,961	43.3%
8110 PFC INTEREST	5,000	0	5,523	110.5%
TOTAL PASSENGER FACILITY CHGS.	555,000	11,725	243,485	43.9%
5420-52 CFC CAR RENTAL FEES	208,800	0	94,896	45.4%

CENTRAL WISCONSIN AIRPORT
Disbursements - September 2020

	2020 <u>BUDGET</u>	THIS <u>MONTH</u>	2020 <u>YTD</u>	YTD % of <u>BUDGET</u>
PERSONAL SERVICES				
SALARIES	\$386,256.00	\$34,036.80	\$301,525.60	78.1%
WAGES	\$783,137.00	\$48,860.92	\$472,767.77	60.4%
EMPLOYEE BENEFITS	\$18,500.00	\$175.93	\$3,167.70	17.1%
EMPLOYER CONTRIBUTIONS	\$511,496.00	\$32,241.97	\$346,462.54	67.7%
SUB TOTAL	\$1,699,389.00	\$115,315.62	\$1,123,923.61	66.1%
CONTRACTUAL SERVICES				
PROFESSIONAL SERVICES	\$206,000.00	\$5,482.64	\$143,439.05	69.6%
UTILITY SERVICES	\$276,000.00	\$30,071.00	\$155,740.42	56.4%
REPAIR-MAINT/STREETS	\$8,000.00	\$0.00	\$1,560.00	19.5%
REPAIR-MAINT EQUIP/BUILDINGS	\$85,000.00	\$3,596.00	\$57,913.20	68.1%
CONTRACTUAL SERVICES	\$110,000.00	\$6,574.28	\$52,575.71	47.8%
SUB TOTAL	\$685,000.00	\$45,723.92	\$411,228.38	60.0%
SUPPLIES & EXPENSES				
OFFICE SUPPLIES	\$7,000.00	\$235.58	\$3,309.37	47.3%
ADVERTISING/MEMBERSHIP/DUES	\$85,700.00	\$0.00	\$52,829.42	61.6%
TRAVEL	\$21,800.00	\$986.65	\$10,658.73	48.9%
OPERATING SUPPLIES	\$181,500.00	\$10,674.05	\$106,266.53	58.5%
REPAIR/MAINT SUPPLIES/GASOLINE	\$170,000.00	\$29,062.19	\$155,125.16	91.3%
CONSUMABLE TOOLS/SUPPLIES	\$5,000.00	\$409.05	\$3,659.94	73.2%
SUB TOTAL	\$471,000.00	\$41,367.52	\$331,849.15	70.5%
BUILDING MATERIALS				
METAL PRODUCTS	\$3,000.00	\$32.75	\$512.42	17.1%
WOOD PRODUCTS	\$500.00	\$0.00	\$0.00	0.0%
RAW MATERIALS/RWY PAINT	\$30,000.00	\$0.00	\$4,353.25	14.5%
ELECT FIXTURES/RWY SIGNS	\$5,000.00	\$0.00	\$0.00	0.0%
ASPHALT/ASPHALT FILLER	\$45,000.00	\$0.00	\$58,142.50	129.2%
SUB TOTAL	\$83,500.00	\$32.75	\$63,008.17	75.5%
FIXED CHARGES				
INSURANCE/OTHER LOSSES	\$78,000.00	\$0.00	\$76,752.60	98.4%
CAPITAL OUTLAY				
CAPITAL EQUIPMENT	\$348,000.00	\$0.00	\$74,665.34	21.5%
CAPITAL IMPROVEMENTS	\$194,000.00	\$0.00	\$9.46	0.0%
SUB TOTAL	\$542,000.00	\$0.00	\$74,674.80	13.8%
TOTALS	\$3,558,889.00	\$202,439.81	\$2,081,436.71	58.5%

2019-2020 CWA Budget Summary YTD - August

	<u>September YTD - 2020</u>	<u>September YTD - 2019</u>	<u>% CHANGE</u>
Airfield	\$368,951	\$415,245	
Control Tower	\$0	\$0	
Hangar	\$70,800	\$70,026	
Maintenance Shop	\$2,928	\$5,717	
Net Lease	\$191,028	\$150,890	
Parking	\$438,685	\$985,626	
Terminal Area	\$778,792	\$912,684	
Misc.	\$118,686	\$70,437	
Total Revenues	\$1,969,870	\$2,610,625	-24.54%
Personal Services	\$1,123,924	\$1,165,659	
Contractual Services	\$411,228	\$434,169	
Supplies and Expense	\$331,849	\$400,342	
Building Materials	\$63,008	\$46,698	
Fixed Charges-Insurance	\$76,753	\$71,151	
Capital Outlay	\$74,675	\$128,596	
Total Expenses	\$2,081,437	\$2,246,615	-7.35%
Revenue over Expense	-\$111,567	\$364,010	