

**AGENDA**  
**Chippewa Valley Regional Airport Commission**  
**Friday, March 20, 2020, 7:30 a.m.**  
**Terminal Conference Room**  
**3800 Starr Avenue, Eau Claire, WI**

1. **Call To Order**
2. **Confirmation of Meeting Notice**
3. **Roll Call - Voice**
4. **Approval of Minutes**
  - a. **February 21, 2020 Regular Commission Meeting**
    1. **Discussion/Action**
5. **CVRA Finance and Activity Reports**
  - a. **Expense Vouchers and Financial Report**
    1. **Discussion/Action**
  - b. **Key Indicators:**
    - **Airline Operations**
    - **Car Rental Operations**
    - **Tower Operations**
    1. **Discussion/Action**
  - c. **Hangar Occupancy**
    1. **Discussion/Action**
6. **Public Comment Period - (Maximum 2 minutes per person)**
7. **Operational Matters**
  - a. **Airport Operations Report**
    - **Charter Ground Handling**
    - **County Car Rental Utilization**
    - **Airport Community Outreach**
    1. **Discussion/Action**
  - b. **Airport Strategic Plan Update/Review**
    1. **Discussion/Action**
  - c. **Project Summary – Mead & Hunt and revised CIP in the packet**
    - **AIP 43 Rwy 14/32 Rehabilitation**
    - **AIP 45 Multi-Function Equipment Purchase, Phase I fence design, ARFF Testing Equipment and WHA/WHMP – FY20**
    - **AIP 46, 47 and 48 Rwy 4/22 and Taxiway A Rehabilitation, ARFF Building Rehab, Master Plan Update – FY21**
    - **AIP 49 Phase II Design and Construct Wildlife Fence and Wildlife Study Recommendations**

- State Aid 65 Equipment Procurement Project
- State Aid Equipment Storage Building Addition Project

1. Discussion/Action

8. Previous Business:

- a. K9 Ambassador Program
  1. Discussion/Action

9. New Business:

- a. Agreement for Professional Services for Hangar Design
  1. Discussion/Action
- b. Approval to Proceed with Quote for New Door Installation at Car Rental Entrance
  1. Discussion/Action
- c. Proposed Closed Session pursuant to Wisconsin Stat. s. 19.85 (1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons exist, To wit: Extension of Lease Agreement with Hangar 54 Grill

**Return to Open Session: Announce status of any decision or action in closed session**

1. Discussion/Action

10. Discuss Future Agenda Items

11. Set Future Meeting Dates and Times

12. Adjournment:

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 715-839-6945 (FAX) 715-839-1669 or (TDD) 715-839-4735 or by writing to the ADA Coordinator, Human Resources Department, Eau Claire County Courthouse, 721 Oxford Ave., Eau Claire, Wisconsin 54703.

## MINUTES

**Chippewa Valley Regional Airport Commission**  
**Friday, February 21, 2020, 7:30 am**  
**Duax Commission Room**  
**3800 Starr Avenue, Eau Claire, WI**

**MEMBERS PRESENT:** Commissioners Rick Bowe, Scott Francis, Bill Hilgedick, Chuck Hull, Bert Moritz and Barry Wells

**MEMBERS ABSENT:** Peter Hoefft

**OTHERS PRESENT:** Amy Michels-Mead & Hunt, Andy Benware-Menards, Jeff Husby-Hawthorne Aviation, Heather DeLuka-Airport Neighborhood Association, Charity Zich-Airport Director, Todd Norrell-Maintenance Supervisor and Erin Switzer-Administrative Associate

1. **Call to Order:** Chair Bill Hilgedick called the meeting to order at 7:30 am.
2. **Confirmation of Meeting Notice:** The meeting was noticed.
3. **Roll Call:** Commissioners Rick Bowe, Scott Francis, Bill Hilgedick, Bert Moritz and Barry Wells were present. Commissioner Chuck Hull arrived at 7:32 am.
4. **Approval of Minutes:**
  - a. **January 17, 2020 Regular Commission Meeting:**  
 On a motion by Com. Bowe, seconded by Com. Wells, the minutes of the January 17, 2020 meeting were approved as submitted.  
*(Ayes 5-Nayes 0)*
5. **CVRA Finance and Activity Reports:**
  - a. **Expense Vouchers, Credit Card Charges and Financial Report**  
 On a motion by Com. Bowe, seconded by Com. Francis, the expense vouchers were approved as submitted.  
*(Ayes 6-Nayes 0)*
  - b. **Key Indicators:**
    - **Airline Operations**  
 Airline Enplanements are up for the month and for the year.
    - **Car Rental Operations**  
 Cars rented are up for the month and for the year.
    - **Tower Operations**  
 Tower Operations are down for the month and for the year.
  - c. **Hangar Occupancy:**  
 There are six T-hangars available in the north hangar area.

6. **Public Comment Period:** Heather DeLuka spoke on the air traffic control tower.

7. **Operational Matters:**

a. **Airport Operations Report**

- **Preferred Corporate Parking:** Commission Francis proposed adding a few sign-posted spots in the long-term parking lot for our Corporate and/or United Premier members as a way of showing our appreciation. It was suggested that the sign include a message such as “Thank You for Flying EAU” or “CVRA appreciates your patronage”.

**On a motion by Com. Moritz, seconded by Com. Wells, the Commission voted to add five parking spaces for our Corporate and/or United Premier members for a trial period of one year effective May 1, 2020.**

*(Ayes 6-Nayes 0)*

- **Airport Community Outreach:** The Commission reviewed the Airport Community Outreach opportunities for 2020. The Airport Director noted that we have just signed on to host the AirPower History Tour August 19-23, 2020

b. **Airport Strategic Plan Update/Review: None.**

- **Operational Review:** The February Operational Review covered Staffing. The Airport Director and Maintenance Supervisor will continue to work on possible part-time employee staffing options.

c. **Project Summary**

- **AIP 43 Rwy 14/32 Rehabilitation:** Project is on hold until spring when painting and crack sealing will be completed.
- **AIP 45 Multi-Function Equipment Purchase, Phase I fence design and WHA/WHMP FY20:** Multi-Function Equipment bid documents are in progress with delivery not expected until sometime in 2021
- **AIP 46, 47, and 48 Rwy 4/22 and Taxiway A Rehabilitation, ARFF Building Rehab, Master Plan Update FY21:** Projects planned for FY21 budget and FY22 construction
- **AIP 49 Phase II Design and Construct Wildlife Fence and Wildlife Study Recommendations FY22:** Environmental work is on hold until Spring. Construction expected in calendar year 2023.
- **State Aid 65 Equipment Procurement Project:** Tractor has been ordered with delivery expected within 90 days
- **State Aid Equipment Storage Building Addition Project:** Consultant selection in progress.

8. **Previous Business: None**

**9. New Business:**

- a. Airport Equipment Purchase:** The Airport Director discussed the opportunity to purchase a piece of used Multi-Function Equipment from the Appleton Airport. The 1999 Oshkosh H Series equipment will cost \$25,000 plus an additional cost to transport the equipment and components to Eau Claire. Some additional maintenance related items will be needed in the next year including new tires and a block heater.

**On a motion by Com. Bowe, seconded by Com. Hull, the Commission approved the purchase of the multi-function equipment at the cost of \$25,000 plus shipping.**

*(Ayes 6-Nayes 0)*

- b. Airport Entrance Sign Updates:** The Airport Director and Commission discussed the options for updates to the entrance sign. The 2020 budget includes \$10,000 to reskin the entrance sign, but the Airport Director would like direction from the Airport Commission on whether they wish to keep the electronic message center in the entrance sign. Commissioners discussed and agreed the electronic message center should remain and a future airport budget should include dollars for a full color message center.

**10. Discuss Future Agenda Items:**

- a. Restaurant Lease**

- 11. Set Future Meeting Dates and Times:** The next Regular Commission Meetings are planned for March 20<sup>th</sup> and April 17<sup>th</sup>.

**12. Adjournment:**

**On a motion by Com. Bowe, seconded by Com. Wells, the meeting was adjourned at 9:01 am.**

*(Ayes 6-Nayes 0)*

**Respectfully Submitted,**

**Scott Francis, Secretary**

**February Vouchers for approval March 20, 2020**

A-1 Express Trucking	Hauling multi-function SRE equipment from Appleton	53510-810	\$3,500.00
<i>Bartingale Mechanical</i>	<i>Pure humidifier service in ATCT IT room</i>	53515-248	\$359.65
Bartingale Mechanical	K-1 Hangar boiler service - replacement needed	53510-248	\$857.67
BSI Signs - BCE	Replacement VOR Airfield signage	53510-246	\$102.00
Cintas	Uniforms & Towels	53510-298	\$184.89
Eau Claire County Highway	Sand - labor & delivery only; Salt - material only	53510-246	\$1,010.29
Lakeland Overhead Door	Replacement Spring & service on FBO hangar door	53510-248	\$552.25
Stratford Sign Company	Entrance Sign Refurbishment - 1st half payment	53510-820	\$2,802.50
Verizon	Maintenance Super/Fire/Seas Phones, Jan. & Feb.	53510-225	\$169.04
Xcel Energy	Terminal Gas/Electric - February	53510-222/224	\$12,340.11
<i>Xcel Energy</i>	<i>ATCT Gas/Electric - February</i>	53515-222/224	\$1,653.96
	<b>TOTAL</b>		<b><u>\$23,532.36</u></b>

*ITALICIZED items = Tower Expenses*

**February Credit Card Charges**

PIZZA HUT 010220	United Way	23907-000	\$60.92
WISCONSIN AIRPORT MGMT	WAC Conference	53510-340	\$99.00
TRANS DEVELOPMENT ASSOC	TDA Fly-In	53510-340	\$400.00
GOLD CROSS ANSWERING SERV	12/19 Telephone	53510-225	<b>\$97.09</b>
DALCO ENTERPRISES	Building	53510-248	\$21.42
HANGAR 54 GRILL	Marketing	53510-327	\$25.00
HANGAR 54 GRILL	Marketing	53510-327	\$10.00
DALCO ENTERPRISES	Building	53510-248	\$214.08
GOLD CROSS ANSWERING SERV	1/20 Telephone	53510-225	\$81.22
AMAZON.COM	Building - Return	53510-248	-\$53.97
<i>NATIONAL ELEVATOR INSPEC</i>	<i>ATCT Elevator Inspection</i>	53515-248	\$82.96
AMAZON.COM	Building	53510-248	\$17.20
FARM & FLT CHIPPEWA FLS	Building	53510-248	\$4.99
WAUSAU EQUIPMENT COMPANY	Sno Go Shear Bolts/Nuts	53510-246	\$674.26
FARM & FLT CHIPPEWA FLS	Vehicles	53510-241	\$31.98
MENARDS EAU CLAIRE WEST	Grounds	53510-246	\$11.15
MENARDS EAU CLAIRE WEST	Grounds	53510-246	-\$0.58
FARM & FLT CHIPPEWA FLS	Grounds	53510-246	\$54.99
B & B ELECTRIC	K-1 hangar door repairs, after hours	53510-248	\$333.75
ZARNOTH BRUSH WORKS INC	Old Sweeper Brushes	53510-246	\$2,259.90
BOBCAT PLUS - CF	Grounds	53510-246	\$216.23
SOUTHSIDE TIRE CF	New Sweeper Tires (2)	53510-246	\$697.68
CHIPPEWA FALLS CHAMBER	Go Chippewa Falls Travel Guide Ad	53510-327	\$350.00
<i>1000BULBS.COM</i>	<i>ATCT Stairway Bulbs</i>	53515-248	\$58.78
ZARNOTH BRUSH WORKS INC	New Sweeper Brushes	53510-246	\$1,367.10
MENARDS EAU CLAIRE WEST	Building	53510-248	\$15.96
MENARDS EAU CLAIRE WEST	Building	53510-248	\$74.32
	<b>TOTAL</b>		<b><u>\$7,205.43</u></b>

2019

<b>Chippewa Valley Regional Airport</b>						
<b>2020 BUDGET COMPARISON Estimated February 29, 2020</b>						
#	Item	12 Month Budget 2020	Budget YTD Allocated	Actual as of 2/29/20 (16.67%)	Variance YTD	Balance Remaining For Year
<b>Income</b>				16.67%		
41110	Contrib From Eau Claire Cty	\$399,030	\$66,505	\$66,505.00	\$0.00	\$332,525.00
47330	Contrib From Chippewa Cty	\$130,271	\$21,712	\$65,135.50	\$43,423.67	\$65,135.50
Sub-Total Tax Revenue		\$529,301	\$88,216.83	\$131,640.50	\$43,423.67	\$397,660.50
46340-571	Advertising	\$5,000	\$833	\$5,800.00	\$4,966.67	(\$800.00)
46340-572	Air Terminal	\$115,158	\$19,193	\$24,296.11	\$5,103.11	\$90,861.89
46340-573	FAA	\$13,440	\$2,240	\$2,240.00	\$0.00	\$11,200.00
46340-574	FBO	\$126,823	\$21,137	\$20,132.46	(\$1,004.71)	\$106,690.54
43640-575	Fuel Flowage	\$122,100	\$20,350	\$21,425.36	\$1,075.36	\$100,674.64
46340-576	Hangars	\$150,143	\$25,024	\$42,904.04	\$17,880.21	\$107,238.96
46340-577	Landing	\$51,381	\$8,564	\$4,240.47	(\$4,323.03)	\$47,140.53
43640-578	Parking	\$150,000	\$25,000	\$15,515.30	(\$9,484.70)	\$134,484.70
46340-579	Rental Cars	\$125,000	\$20,833	\$23,848.62	\$3,015.29	\$101,151.38
46340-580	Restaurant	\$24,000	\$4,000	\$6,000.00	\$2,000.00	\$18,000.00
46340-581	Tie Downs	\$216	\$36	\$36.00	\$0.00	\$180.00
46340-583	Utility Revs	\$10,000	\$1,667	\$0.00	(\$1,666.67)	\$10,000.00
46340-584	Land Lease Revs	\$38,275	\$6,379	\$758.68	(\$5,620.49)	\$37,516.32
46340-586	Vehicle Fuel Reimbursement	\$13,000	\$2,167	\$4,973.99	\$2,807.32	\$8,026.01
<b>Sub-Total Operating Revenue</b>		<b>\$944,536</b>	<b>\$157,422.67</b>	<b>\$172,171.03</b>	<b>\$14,748.36</b>	<b>\$772,364.97</b>
<b>Sub-Total Taxes and Operating Rev.</b>		<b>\$1,473,837.00</b>	<b>\$245,639.50</b>	<b>\$303,811.53</b>	<b>\$58,172.03</b>	<b>\$1,170,025.47</b>
46340-601	Other Revenue	\$10,000	\$1,667	\$21.80	(\$1,644.87)	\$9,978.20
46340-582	PFC	\$87,800	\$14,633	\$10,215.73	(\$4,417.60)	\$77,584.27
46340-515	Insurance Refunds	\$0	\$0	\$0.00	\$0.00	\$0.00
43619	Airport Grants	\$0	\$0	\$0.00	\$0.00	\$0.00
49210	Transfer Fr. Gen'l Fund	\$0	\$0	\$0.00	\$0.00	\$0.00
49300	Airport Fund Balance Applied	\$435,989	\$72,665	\$0.00	(\$72,664.83)	\$435,989.00
<b>Sub-Total Other Revenue</b>		<b>\$533,789</b>	<b>\$88,964.83</b>	<b>\$10,237.53</b>	<b>(\$78,727.30)</b>	<b>\$523,551.47</b>
<b>TOTAL INCOME</b>		<b>\$2,007,626</b>	<b>\$334,604.33</b>	<b>\$314,049.06</b>	<b>(\$20,555.27)</b>	<b>\$1,693,576.94</b>
<b>Expenses</b>						
53510-111	Salary Perm-Regular	\$347,320	\$57,887	\$46,030.42	(\$11,856.25)	\$301,289.58
-112	Salary Perm-OT	\$12,000	\$2,000	\$3,778.65	\$1,778.65	\$8,221.35
-114	Salary-On Call Pay	\$5,200	\$867	\$600.00	(\$266.67)	\$4,600.00
-121	Salary Temp Regular	\$6,000	\$1,000	\$2,754.32	\$0.00	\$3,245.68
-141	Board & Comm Per Diem	\$4,000	\$667	\$255.00	(\$411.67)	\$3,745.00
-142	Cnty Brd & Comm Mile	\$800	\$133	\$51.98	(\$81.35)	\$748.02
-150	Health Ins Incentive	\$1,200	\$200	\$200.00	\$0.00	\$1,000.00
-151	Social Security	\$28,345	\$4,724	\$3,902.28	(\$821.89)	\$24,442.72
-152	Retirement Emplr Share	\$22,566	\$3,761	\$3,201.93	(\$559.07)	\$19,364.07
-153	HSA Contribution	\$7,000	\$1,167	\$0.00	(\$1,166.67)	\$7,000.00
-154	Hos & Health Ins	\$75,498	\$12,583	\$12,583.00	\$0.00	\$62,915.00
-155	Life Insurance	\$87	\$15	\$8.96	(\$5.54)	\$78.04
-158	Unemployment Comp	\$0	\$0	\$0.00	\$0.00	\$0.00
-200	Contract Svcs	\$19,000	\$3,167	\$0.00	(\$3,166.67)	\$19,000.00
-212	Attorney Fees	\$6,000	\$1,000	\$0.00	(\$1,000.00)	\$6,000.00
-213	Accounting & Audit	\$5,100	\$850	\$0.00	(\$850.00)	\$5,100.00
-221	Water & Sewer	\$53,045	\$8,841	\$0.00	(\$8,840.83)	\$53,045.00
-222	Electric	\$98,940	\$16,490	\$15,044.97	(\$1,445.03)	\$83,895.03
-224	Gas & Fuel Oil	\$35,000	\$5,833	\$9,839.17	\$4,005.84	\$25,160.83
-225	Telephone	\$3,300	\$550	\$0.00	(\$550.00)	\$3,300.00
-226	Cellular Phone	\$1,260	\$0	\$84.93	\$84.93	\$1,175.07
-227	Dataline/Internet	\$500	\$83	\$0.00	(\$83.33)	\$500.00
-241	Motor Vehicle Maint	\$11,000	\$1,833	\$1,889.16	\$55.83	\$9,110.84
-246	Grounds Maint	\$70,000	\$11,667	\$51,193.09	\$39,526.42	\$18,806.91
-248	Building Maint	\$28,000	\$4,667	\$5,657.72	\$991.05	\$22,342.28
-249	Service on Machines	\$500	\$83	\$0.00	(\$83.33)	\$500.00
-297	Refuse Collection	\$1,600	\$267	\$1,344.20	\$1,077.53	\$255.80
-298	Laundry Services	\$2,000	\$333	\$518.09	\$184.76	\$1,481.91

#	Item	12 Month Budget 2020	Budget YTD Allocated	Actual as of 2/29/20 (16.67%)	Variance YTD	Balance Remaining For Year
-299	Sundry Contract Services	\$1,000	\$167	\$0.00	\$0.00	\$0.00
-310	Office Supplies	\$600	\$100	\$0.00	(\$100.00)	\$600.00
-311	Postage and Box Rent	\$600	\$100	\$0.00	(\$100.00)	\$600.00
-313	Printing & Dup	\$750	\$125	\$1.25	(\$123.75)	\$748.75
-320	Ref Materials	\$500	\$83	\$0.00	(\$83.33)	\$500.00
-321	Publish Legal Notices	\$200	\$33	\$0.00	(\$33.33)	\$200.00
-324	Membership Dues	\$4,000	\$667	\$2,687.00	\$2,020.33	\$1,313.00
-327	Marketing	\$55,000	\$9,167	\$6,884.68	(\$2,281.99)	\$48,115.32
-328	Airline Recruitment	\$15,000	\$2,500	\$0.00	(\$2,500.00)	\$15,000.00
-340	Travel-Train, Conf & Misc.	\$12,000	\$2,000	\$1,775.96	(\$224.04)	\$10,224.04
-366	Fire fight supplies	\$4,500	\$750	\$0.00	(\$750.00)	\$4,500.00
-377	Vehicle Fuel	\$32,000	\$5,333	\$18,035.94	\$12,702.61	\$13,964.06
-510	Insurance	\$58,400	\$9,733	\$3,865.94	(\$5,867.39)	\$54,534.06
-515	Insurance Claims	\$0	\$0	\$0.00	\$0.00	\$0.00
-615	Special Assessment	\$0	\$0	\$0.00	\$0.00	\$0.00
-813	Office Equipment	\$1,500	\$250	\$424.79	\$174.79	\$1,075.21
<b>Sub-Total Operating Expense</b>		<b>\$1,031,311.00</b>	<b>\$171,675.17</b>	<b>\$192,613.43</b>	<b>\$20,938.26</b>	<b>\$838,697.57</b>
53515-221	ATCT Water-Sewer-Strmwtr	\$1,030	\$172	\$0.00	(\$171.67)	\$1,030.00
-222	ATCT Electricity	\$15,300	\$2,550	\$2,506.34	(\$43.66)	\$12,793.66
-224	ATCT Gas & Fuel Oil	\$4,000	\$667	\$722.93	\$56.26	\$3,277.07
-225	ATCT Telephone	\$1,500	\$250	\$0.00	(\$250.00)	\$1,500.00
-248	ATCT Building Maintenance	\$15,000	\$2,500	\$964.51	(\$1,535.49)	\$14,035.49
<b>Sub-Total Tower Expense</b>		<b>\$36,830</b>	<b>\$6,138.33</b>	<b>\$4,193.78</b>	<b>(\$1,944.55)</b>	<b>\$32,636.22</b>
53610-810	Capital Equipment	\$75,000	\$12,500	\$3,500.00	(\$9,000.00)	\$71,500.00
-820	Capital Improvement	\$495,000	\$82,500	\$2,802.05	(\$79,697.95)	\$492,197.95
-829	Other Capital Improvement	\$245,556	\$40,926	(\$300,000.00)	(\$340,926.00)	\$545,556.00
58102-613	Principal/Trust Fund	\$109,420	\$18,237	\$0.00	(\$18,236.67)	\$109,420.00
58202-613	Interest/Trust Fund	\$14,509	\$2,418	\$0.00	(\$2,418.17)	\$14,509.00
<b>Sub-Total Capital Expense</b>		<b>\$939,485</b>	<b>\$156,580.83</b>	<b>(\$293,697.95)</b>	<b>(\$450,278.78)</b>	<b>\$1,233,182.95</b>
<b>TOTAL EXPENSE</b>		<b>\$2,007,626</b>	<b>\$334,394.33</b>	<b>(\$96,890.74)</b>	<b>(\$431,285.07)</b>	<b>\$2,104,516.74</b>
<b>NET OPERATING INCOME</b>		<b>\$0</b>	<b>\$210</b>	<b>\$410,939.80</b>		<b>(\$410,939.80)</b>
<u>Cash Balance</u>						
	Per 2014 Audit Report	\$666,546				
	Per 2015 Audit Report	\$618,157				
	Per 2016 Audit Report	\$945,242				
	Per 2017 Audit Report	\$980,620				
	2018 Estimate	\$975,882				
	2019 Estimate	1,471,296				



# Eau Claire County - Airport

## Quarterly Department Report - Summary

For Period Ending: Q4, 2019

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Date Ran: 3/5/20

### 70 - Airport

Fund	Revenue:	Orig Budget 2019	Adj Budget 2019	Q1 2019	Q2 2019	Q3 2019	Q4 2019	YTD 2019	% of Budget
602	01-Tax Levy	399,030	399,030	99,758	99,758	99,758	99,758	399,030	100.00%
	04-Intergovernment Grants and Aid	130,271	130,271	65,136	0	65,136	0	130,271	100.00%
	06-Public Charges for Services	970,826	970,826	253,312	271,339	331,287	339,303	1,195,241	123.12%
	11-Fund Balance Applied	-40,274	309,726	0	0	0	0	0	0.00%

<b>Total Revenue - Airport</b>		<b>\$1,459,853</b>	<b>\$1,809,853</b>	<b>\$418,205</b>	<b>\$371,097</b>	<b>\$496,180</b>	<b>\$439,060</b>	<b>\$1,724,542</b>	<b>95.29%</b>
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Fund	Expenditures:	Orig Budget 2019	Adj Budget 2019	Q1 2019	Q2 2019	Q3 2019	Q4 2019	YTD 2019	% of Budget
602	01-Regular Wages	-353,486	-353,486	-79,417	-78,804	-93,828	-108,822	-360,870	102.09%
	02-OT Wages	-9,000	-9,000	-13,762	-1,151	-1,782	-4,194	-20,889	232.10%
	03-Payroll Benefits	-125,413	-125,413	-30,444	-30,176	-32,371	-46,211	-139,201	110.99%
	04-Contracted Services	-349,090	-349,090	-103,136	-77,175	-79,630	-142,277	-402,218	115.22%
	05-Supplies & Expenses	-122,750	-122,750	-47,533	-15,508	-27,409	-29,441	-119,891	97.67%
	07-Fixed Charges	-45,310	-45,310	-12,626	-8,885	-15,893	-48,716	-86,121	190.07%
	08-Debt Service	-199,929	-199,929	-56,280	0	-37,854	3,102	-91,032	45.53%
	09-Equipment	-254,875	-604,875	0	-23,782	187,090	-73,704	89,605	-14.81%

<b>Total Expense - Airport</b>		<b>-\$1,459,853</b>	<b>-\$1,809,853</b>	<b>-\$343,198</b>	<b>-\$235,480</b>	<b>-\$101,676</b>	<b>-\$450,263</b>	<b>-\$1,130,618</b>	<b>62.47%</b>
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<b>Net Surplus/(-Deficit) - Airport</b>		<b>\$0</b>	<b>\$0</b>	<b>\$75,006</b>	<b>\$135,616</b>	<b>\$394,504</b>	<b>-\$11,203</b>	<b>\$593,924</b>	
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## Chippewa Valley Regional Airport

**2019 BUDGET COMPARISON Estimated December 31, 2019**

#	Item	12 Month Budget 2019	Budget YTD Allocated	Actual as of 12/31/19 (100%)	Variance YTD	Balance Remaining For Year
<b>Income</b>				100.00%		
41110	Contrib From Eau Claire Cty	\$399,030	\$399,030	\$399,030.00	\$0.00	\$0.00
47330	Contrib From Chippewa Cty	\$130,271	\$130,271	\$130,271.00	\$0.00	\$0.00
Sub-Total Tax Revenue		\$529,301	\$529,301.00	\$529,301.00	\$0.00	\$0.00
46340-571	Advertising	\$5,500	\$5,500	\$5,195.77	(\$304.23)	\$304.23
46340-572	Air Terminal	\$113,645	\$113,645	\$113,795.34	\$150.64	(\$150.64)
46340-573	FAA	\$13,440	\$13,440	\$13,440.00	\$0.00	\$0.00
46340-574	FBO	\$126,195	\$126,195	\$126,800.70	\$605.89	(\$605.89)
43640-575	Fuel Flowage	\$114,100	\$114,100	\$133,398.92	\$19,298.92	(\$19,298.92)
46340-576	Hangars	\$138,169	\$138,169	\$154,928.11	\$16,759.11	(\$16,759.11)
46340-577	Landing	\$50,651	\$50,651	\$52,898.08	\$2,247.08	(\$2,247.08)
43640-578	Parking	\$130,000	\$130,000	\$192,871.54	\$62,871.54	(\$62,871.54)
46340-579	Rental Cars	\$115,000	\$115,000	\$156,039.54	\$41,039.54	(\$41,039.54)
46340-580	Restaurant	\$24,000	\$24,000	\$24,000.00	\$0.00	\$0.00
46340-581	Tie Downs	\$216	\$216	\$216.00	\$0.00	\$0.00
46340-583	Utility Revs	\$8,000	\$8,000	\$13,563.52	\$5,563.52	(\$5,563.52)
46340-584	Land Lease Revs	\$33,500	\$33,500	\$37,223.03	\$3,723.03	(\$3,723.03)
46340-586	Vehicle Fuel Reimbursement	\$10,000	\$10,000	\$22,296.84	\$12,296.84	(\$12,296.84)
<b>Sub-Total Operating Revenue</b>		<b>\$882,416</b>	<b>\$882,415.51</b>	<b>\$1,046,667.39</b>	<b>\$164,251.88</b>	<b>(\$164,251.88)</b>
<b>Sub-Total Taxes and Operating Rev.</b>		<b>\$1,411,716.51</b>	<b>\$1,411,716.51</b>	<b>\$1,575,968.39</b>	<b>\$164,251.88</b>	<b>(\$164,251.88)</b>
46340-601	Other Revenue	\$5,000	\$5,000	\$11,495.45	\$6,495.45	(\$6,495.45)
46340-582	PFC	\$83,410	\$83,410	\$106,108.45	\$22,698.45	(\$22,698.45)
46340-585	Airline Recruit Reimb	\$0	\$0	\$0.00	\$0.00	\$0.00
46340-515	Insurance Refunds	\$0	\$0	\$30,969.47	\$30,969.47	(\$30,969.47)
43619	Airport Grants	\$0	\$0	\$0.00	\$0.00	\$0.00
49210	Transfer Fr. Gen'l Fund	\$0	\$0	\$0.00	\$0.00	\$0.00
49300	Airport Fund Balance Applied	\$0	\$0	\$0.00	\$0.00	\$0.00
<b>Sub-Total Other Revenue</b>		<b>\$88,410</b>	<b>\$88,410.00</b>	<b>\$148,573.37</b>	<b>\$60,163.37</b>	<b>(\$60,163.37)</b>
<b>TOTAL INCOME</b>		<b>\$1,500,127</b>	<b>\$1,500,126.51</b>	<b>\$1,724,541.76</b>	<b>\$224,415.25</b>	<b>(\$224,415.25)</b>
<b>Expenses</b>						
53510-111	Salary Perm-Regular	\$343,286	\$343,286	\$345,541.63	\$2,255.63	(\$2,255.63)
-112	Salary Perm-OT	\$9,000	\$9,000	\$20,888.60	\$11,888.60	(\$11,888.60)
-114	Salary-On Call Pay	\$5,200	\$5,200	\$5,200.00	\$0.00	\$0.00
-121	Salary Temp Regular	\$5,000	\$5,000	\$10,128.49	\$0.00	(\$5,128.49)
-141	Board & Comm Per Diem	\$4,000	\$4,000	\$4,080.00	\$80.00	(\$80.00)
-142	Cnty Brd & Comm Mile	\$700	\$700	\$837.96	\$137.96	(\$137.96)
-150	Health Ins Incentive	\$1,200	\$1,200	\$1,100.00	(\$100.00)	\$100.00
-151	Social Security	\$27,730	\$27,730	\$27,968.72	\$238.72	(\$238.72)
-152	Retirement Emplr Share	\$19,566	\$19,566	\$22,335.17	\$2,769.17	(\$2,769.17)
-154	Hos & Health Ins	\$72,145	\$72,145	\$72,688.32	\$543.32	(\$543.32)
-155	Life Insurance	\$72	\$72	\$95.73	\$23.73	(\$23.73)
-158	Unemployment Comp	\$0	\$0	\$0.00	\$0.00	\$0.00
-200	Contract Svcs	\$19,000	\$19,000	\$24,402.00	\$5,402.00	(\$5,402.00)
-212	Attorney Fees	\$6,000	\$6,000	\$3,434.00	(\$2,566.00)	\$2,566.00
-213	Accounting & Audit	\$4,900	\$4,900	\$5,000.00	\$100.00	(\$100.00)
-221	Water & Sewer	\$51,500	\$51,500	\$50,698.92	(\$801.08)	\$801.08
-222	Electric	\$98,940	\$98,940	\$94,698.63	(\$4,241.37)	\$4,241.37
-224	Gas & Fuel Oil	\$35,000	\$35,000	\$31,007.52	(\$3,992.48)	\$3,992.48
-225	Telephone	\$4,300	\$4,300	\$3,393.71	(\$906.29)	\$906.29
-226	Cellular Phone	\$0	\$0	\$1,015.39	\$1,015.39	(\$1,015.39)
-227	Dataline/Internet	\$500	\$500	\$18.17	(\$481.83)	\$481.83
-241	Motor Vehicle Maint	\$11,000	\$11,000	\$8,430.50	(\$2,569.50)	\$2,569.50
-246	Grounds Maint	\$50,000	\$50,000	\$121,305.09	\$71,305.09	(\$71,305.09)
-248	Building Maint	\$27,000	\$27,000	\$21,813.24	(\$5,186.76)	\$5,186.76
-249	Service on Machines	\$500	\$500	\$0.00	(\$500.00)	\$500.00
-297	Refuse Collection	\$1,300	\$1,300	\$1,254.00	(\$46.00)	\$46.00
-298	Laundry Services	\$1,850	\$1,850	\$1,993.22	\$143.22	(\$143.22)

#	Item	12 Month Budget 2019	Budget YTD Allocated	Actual as of 12/31/19 (100%)	Variance YTD	Balance Remaining For Year
-299	Sundry Contract Services	\$500	\$500	\$0.00	\$0.00	\$0.00
-310	Office Supplies	\$600	\$600	\$279.86	(\$320.14)	\$320.14
-311	Postage and Box Rent	\$700	\$700	\$463.14	(\$236.86)	\$236.86
-313	Printing & Dup	\$750	\$750	\$685.68	(\$64.32)	\$64.32
-320	Ref Materials	\$500	\$500	\$315.00	(\$185.00)	\$185.00
-321	Publish Legal Notices	\$200	\$200	\$36.89	(\$163.11)	\$163.11
-324	Membership Dues	\$4,500	\$4,500	\$3,835.00	(\$665.00)	\$665.00
-327	Marketing	\$50,000	\$50,000	\$44,780.07	(\$5,219.93)	\$5,219.93
-328	Airline Recruitment	\$15,000	\$15,000	\$4,000.00	(\$11,000.00)	\$11,000.00
-340	Travel-Train, Conf & Misc.	\$14,000	\$14,000	\$14,883.80	\$883.80	(\$883.80)
-366	Fire fight supplies	\$4,500	\$4,500	\$1,719.64	(\$2,780.36)	\$2,780.36
-377	Vehicle Fuel	\$32,000	\$32,000	\$48,892.04	\$16,892.04	(\$16,892.04)
-510	Insurance	\$45,310	\$45,310	\$46,289.33	\$979.33	(\$979.33)
-515	Insurance Claims	\$0	\$0	\$39,831.47	\$39,831.47	(\$39,831.47)
-615	Special Assessment	\$76,000	\$76,000	\$75,708.00	(\$292.00)	\$292.00
-813	Office Equipment	\$1,500	\$1,500	\$147.99	(\$1,352.01)	\$1,352.01
<b>Sub-Total Operating Expense</b>		<b>\$1,045,749.00</b>	<b>\$1,045,749.00</b>	<b>\$1,161,196.92</b>	<b>\$115,447.92</b>	<b>(\$115,447.92)</b>
53515-221	ATCT Water-Sewer-Strmwtr	\$1,000	\$1,000	\$935.58	(\$64.42)	\$64.42
-222	ATCT Electricity	\$15,300	\$15,300	\$15,802.55	\$502.55	(\$502.55)
-224	ATCT Gas & Fuel Oil	\$4,000	\$4,000	\$2,594.57	(\$1,405.43)	\$1,405.43
-225	ATCT Telephone	\$1,500	\$1,500	\$960.00	(\$540.00)	\$540.00
-248	ATCT Building Maintenance	\$15,000	\$15,000	\$13,461.00	(\$1,539.00)	\$1,539.00
<b>Sub-Total Tower Expense</b>		<b>\$36,800</b>	<b>\$36,800.00</b>	<b>\$33,753.70</b>	<b>(\$3,046.30)</b>	<b>\$3,046.30</b>
53610-810	Capital Equipment	\$32,000	\$32,000	\$0.00	(\$32,000.00)	\$32,000.00
-820	Capital Improvement	\$22,000	\$22,000	\$5,125.00	(\$16,875.00)	\$16,875.00
-829	Other Capital Improvement	\$199,375	\$199,375	(\$94,877.49)	(\$294,252.49)	\$294,252.49
58102-613	Principal/Trust Fund	\$105,503	\$105,503	\$105,503.39	\$0.39	(\$0.39)
58202-613	Interest/Trust Fund	\$18,426	\$18,426	\$18,426.02	\$0.02	(\$0.02)
<b>Sub-Total Capital Expense</b>		<b>\$377,304</b>	<b>\$377,304.00</b>	<b>\$34,176.92</b>	<b>(\$343,127.08)</b>	<b>\$343,127.08</b>
<b>TOTAL EXPENSE</b>		<b>\$1,459,853</b>	<b>\$1,459,853.00</b>	<b>\$1,229,127.54</b>	<b>(\$230,725.46)</b>	<b>\$230,725.46</b>
<b>NET OPERATING INCOME</b>		<b>\$40,274</b>	<b>\$40,274</b>	<b>\$495,414.22</b>		<b>(\$455,140.71)</b>
<u>Cash Balance</u>						
	Per 2014 Audit Report	\$666,546				
	Per 2015 Audit Report	\$618,157				
	Per 2016 Audit Report	\$945,242				
	Per 2017 Audit Report	\$980,620				
	2018 Estimate	\$975,882				
	2019 Estimate	1,471,296				

## Capital Advances Subject to Reimbursement

AIP #	Description	Total Project Cost	CVRA Approved Capital Investment	Funding Advanced subject to Reimbursement	Funding Reimbursement Source and Percentage (FAA/State/INS/etc)	Estimated Timing of Reimbursement	Reimbursement Received - Amount	Reimbursement Received Date
AIP 39	Design/CA ATCT Equipment Replacement	\$72,645.00	\$72,645.00	\$69,012.75	FAA - 90%, State - 5%	January-17	\$300,000.00	2/25/2020
Comments:	This funding advancement was supposed to be applied to AIP 39, 40 and 41. The funds were never moved to those projects so a full reimbursement of the money that was advanced was provided by the BOA. We will now owe the local share of AIP 39 and AIP 40.							
AIP 40	Design Contract Rwy 04 Threshold Relocation	\$110,575.00	\$110,575.00	\$105,046.25	FAA - 90%, State - 5%	January-17		2/25/2020
AIP 40	Contractor Pay for PAPI road	<b>(\$11,686.00)</b>	<b>(\$5,844.00)</b>	<b>(\$5,844.00)</b>				
Comments:	Commission approved 50/50 pay to contractor for PAPI road on 5/26/17. Reimbursement received under AIP 39.							
AIP 41	FAA RWY 04 NAVAID Relocation Reimbursable Agreement #1	\$52,742.00	\$26,371.00	\$23,733.90	FAA	September-17		2/25/2020
AIP 41	FAA RWY 04 NAVAID Relocation Reimbursable Agreement #2	\$108,000.00	\$54,000.00	\$48,600.00	FAA	September-17		2/25/2020
Comments:	Reimbursement received under AIP 39.							
AIP 41	South GA Hangar Taxilane Design	\$41,124.00	\$20,562.00	\$18,505.80	FAA	September-17		2/25/2020
Comments:	Reimbursement received under AIP 39.							
TOTAL				\$259,054.70				

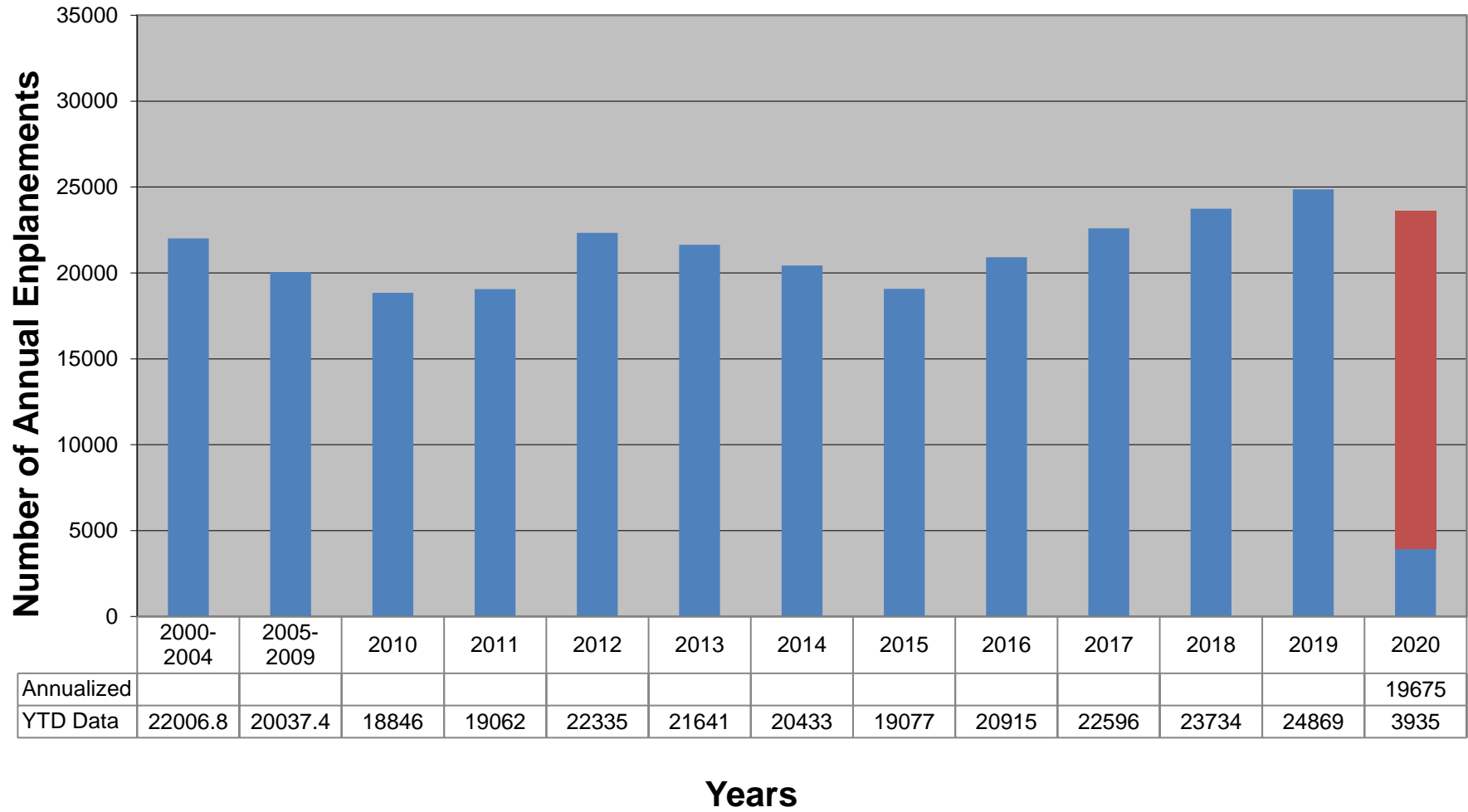
**BOLDDED ITEMS ARE CHANGES FROM PRIOR QUARTER**

Chippewa Valley Regional Airport  
**Traffic Statistics**  
 February 2020

<i>AIRLINE PASSENGERS</i>	Month		% Diff.	Year to date		% Diff.
	2020	2019		2020	2019	
UNITED Enplaned	1717	1505	14%	3432	3005	14%
CHARTERS Enplaned				<u>503</u>	<u>299</u>	68%
Total Enplaned				3935	3304	19%
UNITED Deplaned	1736	1388	25%	3224	2602	24%
CHARTERS Deplaned				<u>503</u>	<u>299</u>	68%
Total Deplaned				3727	2901	28%
Total Enplaned/Deplaned	3453	2893	19%	7662	6205	23%
UA Departure Load Factor	60%	63%		60%	60%	
UA Arrival Load Factor	60%	59%		56%	53%	
<b><i>UNITED PERFORMANCE</i></b>	<b>2020</b>	<b>2019</b>		<b>2020</b>	<b>2019</b>	
Scheduled Flights/Landings	58	56	4%	119	118	1%
Canceled Flights						
Xnld for Wx	0	9		4	19	
Xnld for Mx	0	0		0	0	
<u>Xnld Other</u>	<u>0</u>	<u>0</u>		<u>0</u>	<u>0</u>	
<b>Total</b>	0	9	-100%	4	19	-79%
Total Landings	58	47	23%	115	99	16%
	<b>2020</b>	<b>2019</b>		<b>2020</b>	<b>2019</b>	
<u>EAU Arrival</u>						
Completion Factor	100%	84%		97%	84%	
OnTime %	81%	52%		76%	53%	
<u>EAU Departure</u>						
Completion Factor	97%	86%		95%	86%	
OnTime %	83%	61%		82%	65%	
<u>ORD Arrival</u>						
Completion Factor	97%	86%		95%	86%	
OnTime %	85%	54%		82%	61%	

All on time arrivals/departures follow DOT methodology.

## Chippewa Valley Regional Airport Scheduled Air Carrier and Charter Enplanements



Airline Analysis	7 Day			14 Day			21 Day		
	EAU	UA MSP	DL MSP	EAU	UA MSP	DL MSP	EAU	UA MSP	DL MSP
CUN - Cancun *	\$772	\$705	\$465	\$705	\$625	\$397	\$746	\$549	\$401
MCO - Orlando *	\$466	\$485	\$268	\$531	\$358	\$512	\$466	\$390	\$286
PHX - Phoenix *	\$490	\$359	\$320	\$673	\$359	\$489	\$536	\$314	\$343

ORD - Chicago **	\$476	\$217	\$266	\$372	\$167	\$166	\$372	\$167	\$166
DEN - Denver **	\$866	\$167	\$243	\$566	\$167	\$196	\$456	\$167	\$196
LAS - Las Vegas **	\$612	\$269	\$387	<u>\$322</u>	\$269	\$256	\$393	\$247	\$228
EWR - Newark **	\$905	\$489	\$465	\$586	\$347	\$346	\$456	\$267	\$316
IAD - Washington Dulles **	\$774	\$367	\$466	\$569	\$308	\$307	\$432	\$289	\$297

All UA fares obtained from united.com & searched as 1 traveler/lowest 1-stop roundtrip fare (where applicable).  
 DL fares from delta.com (EAU only nonstop to Chicago; MSP UA & MSP DL usually all but Cancun are nonstop)  
 7 day = 7-13 days from report date; 14 day = 14-20 days from report date; 21 day = 21+ days from report date  
 \*Cancun, Orlando & Phoenix (leisure travelers) searched as Friday-Sunday travel  
 \*\*Chicago, Denver, Las Vegas, Newark & Dulles searched as Tuesday-Thursday travel  
Underlined = EAU is within \$100 of lowest fare; **Lowest** is BOLD, underlined & italicized

3/10/20

	Number of Cars Rented		
	<u>2020</u>	<u>2019</u>	
January	515	345	49%
February	472	361	31%
March		433	-100%
April		455	-100%
May		533	-100%
June		622	-100%
July		690	-100%
August		703	-100%
September		617	-100%
October		553	-100%
November		509	-100%
December		518	-100%
YTD	<b>987</b>	<b>706</b>	40%

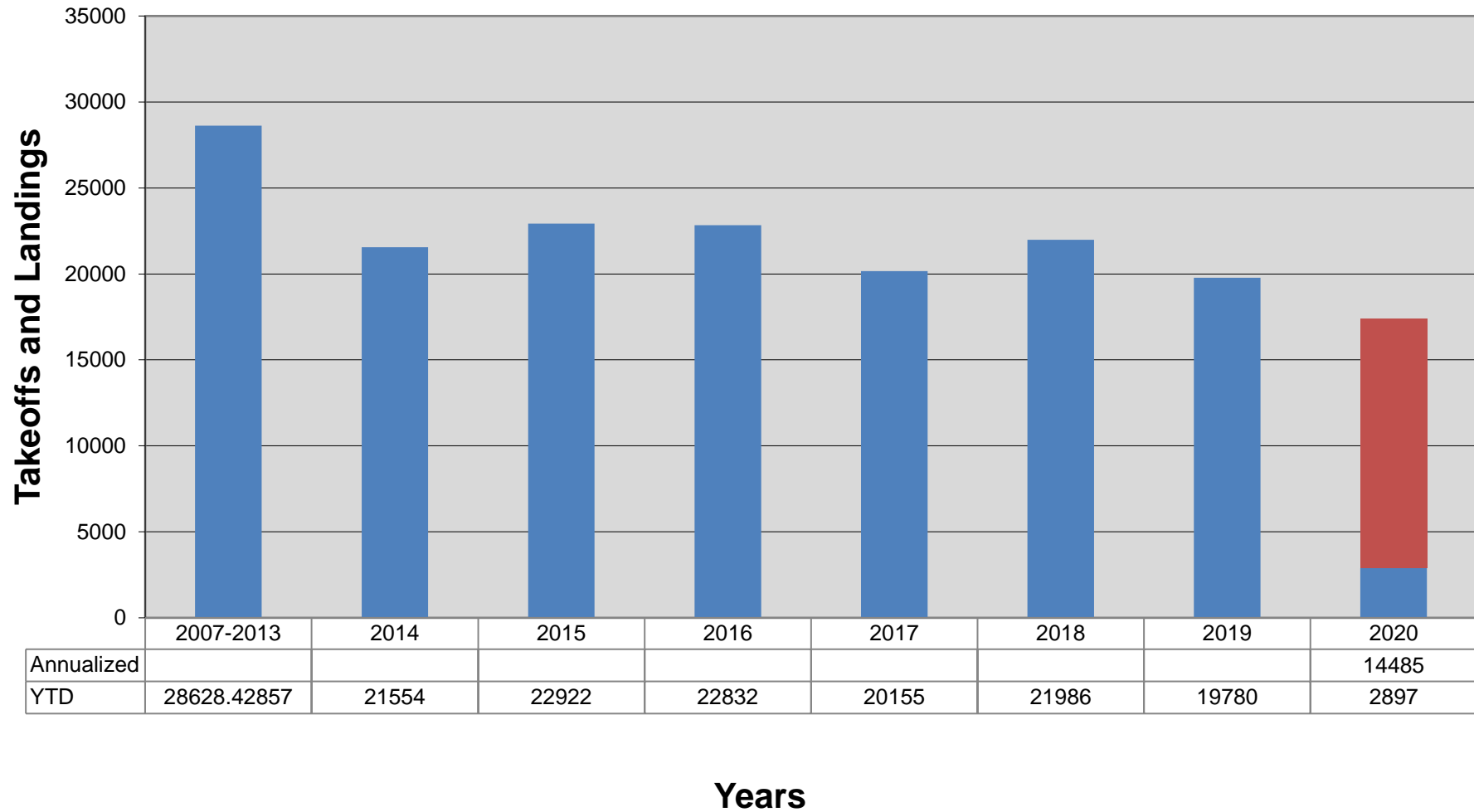


Agenda Item 5b

Chippewa Valley Regional Airport  
**Air Traffic Operations Statistics**  
 February 2020

		Month		% Diff.	Year to date		% Diff.
		2020	2019		2020	2019	
Itinerant	Air Carrier	8	0	#DIV/0!	10	4	150%
	Commuter/ Air Taxi	181	169	7%	353	353	0%
	GA	1033	588	76%	1819	1657	10%
	Military	33	17	94%	81	24	238%
Local	GA	416	188	121%	630	446	41%
	Military	<u>4</u>	<u>10</u>	-60%	<u>4</u>	<u>14</u>	-71%
<b>TOTAL</b>		1675	972	72%	2897	2498	16%

## Chippewa Valley Regional Airport Annual Air Traffic Control Tower Operations



**Years**

2020 Community Outreach

1. Jan 2 – Airport Newsletter
2. Jan 14 – Eau Claire Hometown Radio Interview
3. Jan 17 – Info for EC Chamber Eggs and Issues
4. Mar 5 – Northside Neighborhood Meeting
5. Mar 10 – ECC Speak Your Peace
6. Mar 10 – Chi Hi STEAM event
7. Mar 11 – Delong Middle School Career Fair
8. Mar 11 – WEAU Interview

Upcoming Events

- March 23-27, 2020: TSA Pre-Check Enrollment
- April 2, 2020: Menomonie Sunrise Rotary
- April 6, 2020: Business at the Airport - **Cancelled**
- April 16, 2020: Leadership Chippewa Falls
- April 21, 2020: Career Exploring Program
- April 30, 2020: Lake Holcombe High Tour
- May 16, 2020: EAU Wings for All - **Cancelled**
- May 27, 2020: Airshow Neighborhood Meeting
- May 30, 2020: United Way Plane Pull - **Cancelled**
- June 13-14, 2020: Chippewa Valley Airshow
- August 19-23, 2020: Commemorative Air Force Air Power History Tour
- October 5-9, 2020: TSA Pre-Check Enrollment

<u>Operational Area</u>	<u>Frequency</u>	<u>Next Review</u>	<u>Notes from Last Review and Areas for Improvement</u>
Grounds Maintenance	Annual	Mar-20	Agenda Item 7b
Airfield Infrastructure			<ul style="list-style-type: none"> <li>- Strategic plan action items have been identified to study Runway 04 approach lights and Runway 14/32 extension.</li> <li>- The annual grounds maintenance budget will need to be updated to reflected additional usage of runway deicing chemical to meet airline standards for surface conditions.</li> <li>- Both mowing and snow removal equipment are listed on the capital improvement plan for replacement in the next few years.</li> </ul>
Nav aids			
Approaches			
Runways			
Taxiway			
Aprons			
Snow Removal Process & Equipment			
Mowing Operations and Equipment			

## **Airfield Infrastructure including Runways, Taxiways, Aprons, Approaches and Nav aids**

- Runway 22: This is the primary runway and the only runway with a precision approach or an Instrument Landing System. Aircraft can land with 200 foot ceilings and a ½ mile visibility. The airport owns and maintains a Precision Approach Path Indicator (PAPI) on this runway end.
- Runway 04: This is the second most utilized runway. This runway has a non-precision GPS approach with the lowest minimums being 200 feet ceiling and ¾ mile visibility. The FAA owns and maintains the PAPIs and Runway End Identifier Lights (REIL) on this runway. The threshold on Runway 04 was relocated in 2016, adding an additional 400' for landing on this runway. A 400' displacement still exists on this runway.
- Runway 04/22 was last completely reconstructed sometime in the early 1980's and an 800 ft. extension was added in the late 1990's on the Runway 22 end. The runway is in need of some partial/full panel repairs, joint sealing and remarking. This FAA funded project was planned to start in Fall 2019 but has been postponed to 2021 due to contractor issues.
- A strategic plan action item is to study the cost/benefit of adding approach lights to Runway 04. This review will be done as part of our Master Plan update in 2021.
- Runway 14/32: This is our crosswind runway. Currently only visual or circling approaches with higher minimums exist to this runway. The FAA will consider the possibility of GPS approaches to both runways once the Airport Layout Plan showing these approaches is approved. It is highly unlikely we will get very low minimums at this time on Runway 32 due to the large number of obstructions in the approach path. Runway 14 may be able to obtain lower minimums.
- Runway 14 has a PAPI and REIL and Runway 32 has a PAPI all owned and maintained by the airport. The FAA has indicated a REIL must be added to Runway 32. This will be added in to a future FAA funded project but will be owned and maintained by the airport.
- A temporary asphalt wedge was put on this runway in the 80's when Runway 04/22 was reconstructed to build Runway 14/32 up to meet the newly constructed Runway 04/22. Considering the age of the runway, it is actually in pretty good condition. The asphalt sections need to be completely replaced and the runway is also in need of a full length/width joint seal, partial/full panel repairs and remarking. A complete reconstruction is not needed at this time. Most of the rehab work was completed in Summer 2019 and the remaining joint seal and painting will be completed in Summer 2020.
- Taxiway A: This taxiway is the full parallel taxiway serving Runway 04/22. It has recently been reconstructed from taxiway C south to taxiway A4. Taxiway A from taxiway C north and connector taxiways A1, A2 and A3 are in need of joint replacement, some partial/full panel repairs and remarking. Taxiway A lighting from B2 to A1 is in need of replacement. It is direct bury wire and transformers so repairs are difficult at best and nearly impossible in the Winter.

- Taxiway C: This taxiway is the full parallel taxiway to Runway 14/32. It was reconstructed from taxiway C2 to taxiway C1 in 2010. The taxiway was reconstructed from taxiway connector C2 to C4 in 2016.
- Taxiway E: This taxiway provides access from the south hangar area to runways 22 and 14/32. Taxiway E is in good condition with periodic remarking needed.
- Taxiway F: This taxiway provides access to runway 04 from the south hangar area. Taxiway F was remarked in 2016 and requires occasional crack sealing and remarking but is otherwise in good condition.
- Hangar Taxiways: The taxiways leading to our north hangar areas were reconstructed in 2005/06 and are in good condition. The K-row taxiway was constructed in 2005 and the N-row in 2018 and both are in good condition. Occasional crack sealing is needed on all hangar taxiways.
- Terminal/FBO apron: All areas were joint sealed and partial/full panel repairs were completed in 2015. The north end of the apron had some asphalt portions removed and replaced in concrete and a concrete section was also added to the south end of the apron in 2014/15.

### **Mowing Operations**

- Landside areas adjacent to sidewalks and roads are maintained at 3-6” grass height.
- Landside areas beyond about 20’ from roads and sidewalks are kept at 6-12”.
- Areas adjacent to airfield pavement are maintained at 3-6” grass height.
- Airfield areas beyond 12’ from pavement are kept at 6-18”.
- Remote areas that are able to be mowed are maintained on an annual or bi-annual basis.
- Areas that were clear cut back in 2006 and 2013 are in need of stump removal and grading so that we are able to keep those areas mowed and prevent tree growth. This is a recommendation in our wildlife hazard management plan and will be planned for a future FAA funded capital improvement project.

### **Mowing Equipment**

Mowing equipment is not eligible for federal funds. The airport owns the following mowing equipment. Replacement of the tractor and Kubota mower were requested with state aid in 2019 and will hopefully be finished in 2020.

1. Kubota F2560 mower with a 72” finish deck
2. 2014 Tool Cat 5600 with a 72” finish deck
3. 1996 John Deere 7400 tractor with John Deere 20’ wide pull behind deck (mower purchased in 2015)

### **Snow Removal Operations**

- The annual airplane operation count for this airport requires a clearance time for Runway 04/22 and Taxiway A in one hour.

- Halliday Technologies RT3 Flight continuous friction measuring equipment (CFME) is used to conduct friction testing during winter operations. This device was purchased in 2014 and is a very consistent tool for providing friction testing.
- Notices to Airmen (NOTAMs) are issued by the airport maintenance staff using a digital format. The computer used for friction testing also allows the maintenance personnel to update NOTAMs right from the vehicle which allows for the most up to date reporting of conditions possible.
- New FAA requirements for reporting runway conditions has changed the way we conduct snow removal operations. A greater focus is being placed on sweeping operations and use of chemicals to remove contaminants from the runway. Future airport budgets will need to be adjusted to account for additional funds for chemicals and the airport recently purchased new equipment to facilitate greater sweeping capabilities.
- Airport maintenance personnel are responsible for determining airfield clearing priorities depending on conditions and time of day. The following priority list is used as a guide.
  - **Priority 1**  
 Runway 4/22  
 Parallel Taxiway Alpha and connectors A1 and A4  
 Mayo One Emergency Helicopter response pad  
 Air Carrier Ramp Area  
 FBO Ramp Area  
 ARFF station  
 ECFD Station 8 access road (per ECFD SOG)  
 Air Traffic Control Tower  
 Terminal Entrance Road and Parking Lot
  - **Priority 2**  
 Runway 14/32  
 Parallel Taxiway Charlie  
 Taxiway Bravo  
 K-row Access Road  
 Taxiways Echo and Foxtrot
  - **Priority 3**  
 NAVAID Access Roads  
 Perimeter Road past Station 8  
 North Hangar Area  
 South Hangar Area  
 Fuel Farm Area  
 South GA Ramp

Snow Removal Equipment

- Additional snow removal equipment purchases to replace aging equipment is planned for FAA funding in the next couple of years.
- One challenge with new equipment is ensuring the size of the equipment is able to fit into our existing maintenance facility. A multi-function piece of snow removal equipment is planned that may not fit into our existing facility. A new bay or expansion of an existing bay may need to be considered.

	<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Size</u>	<u>FAA Project No.</u>
1.	<u>Truck</u>	<u>1998 Oshkosh</u>	<u>P Series</u>	_____	<u>AIP 16</u>
2.	<u>Truck</u>	<u>1994 Ford</u>	<u>L8000</u>	_____	<u>AIP 11</u>
3.	<u>Loader</u>	<u>2018 John Deere</u>	<u>644K</u>	<u>4 yard</u>	<u>AIP 42</u>
4.	<u>Loader</u>	<u>1996 Case</u>	<u>821B</u>	<u>4 yard</u>	<u>AIP 14</u>
5.	<u>Tractor</u>	<u>1996 John Deere</u>	<u>7400</u>	_____	<u>N/A</u>
6.	<u>Sweeper</u>	<u>1994 Sweepster</u>	<u>L3100BC16</u>	<u>16 ft.</u>	<u>AIP 14</u>
7.	<u>Sweeper</u>	<u>1996 Sweepster</u>	_____	<u>9 ft.</u>	<u>N/A</u>
8.	<u>Sweeper</u>	<u>2018 Palladin</u>	_____	<u>16 ft.</u>	<u>State Aid</u>
9.	<u>Plow</u>	<u>1998 Blue Max</u>	<u>BMP 185HW</u>	<u>18 ft.</u>	<u>AIP 16</u>
10.	<u>Plow</u>	<u>2014 Schmidt</u>	<u>R4516</u>	<u>16 ft.</u>	<u>AIP 36</u>
11.	<u>Plow</u>	<u>1996 Schmidt</u>	<u>R4516H</u>	<u>16 ft.</u>	<u>AIP 14</u>
12.	<u>Plow</u>	<u>1994 Frink</u>	<u>RAC 3351</u>	<u>14 ft.</u>	<u>AIP 11</u>
13.	<u>Plow</u>	<u>2008 Pro-Tech</u>	<u>IS20L</u>	<u>20 ft.</u>	<u>AIP 29</u>
14.	<u>Sander</u>	<u>2014 HiWay V Box</u>	<u>E-2020XT-12</u>	<u>6.3 yard</u>	<u>AIP 36</u>
15.	<u>Sander/ Spreader</u>	<u>Swenson Tailgate</u>	<u>SBD9</u>	_____	<u>AIP 16</u>
16.	<u>Blower</u>	<u>2014 Sno Go</u>	<u>MP-318</u>	<u>2,500 ton</u>	<u>AIP 36</u>
17.	<u>Blower/ Carrier</u>	<u>2014 Bobcat/ Tool Cat 5600</u>	<u>SB200x60</u>	<u>60 inch</u>	<u>AIP 36</u>
18.	<u>MTE</u>	<u>1999 Oshkosh MTE</u> <u>1999 MB Broom</u> <u>Wausau Plow</u>	<u>H Series</u> <u>TTB-4600</u> <u>BMP Poly</u>	<u>20 foot</u> <u>22 foot</u>	

\*The Tool Cat also includes the following non-FAA funded attachments: 68" angle broom, 60" bucket, pallet forks, and sand/salt spreader.



**CBS Squared Inc.**  
**Agreement for Professional Services**

This Agreement is effective as of March 13, 2020, between the Chippewa Valley Regional Airport (CVRA), Eau Claire, Wisconsin (Client) and CBS Squared, Inc. (Consultant).

This letter agreement describes the scope, schedule, and payment conditions for Consultant's work on the Project described as follows: Provide Site Survey, Civil Engineering, Architectural, Structural, HVAC, Plumbing and Electrical Engineering consulting services for the purposes of creating two (2) new hangar buildings adjacent to existing similar hangar buildings on the southside of the airfield. The work products that will be developed to complete the Project will include construction drawings and specifications suitable for approval by jurisdictional authorities and public bidding / construction by qualified contractors. Specific work efforts are to include, but may not be limited to:

- 1) Site topographic survey, utility survey and identification of road, building and location of other pertinent site items.
- 2) Preliminary and final civil engineering design, including grading plans and construction specifications. Pertinent storm water design, calculations and DNR permitting documents, suitable for submittal to the DNR and local authorities.
- 3) Structural engineering design, including structural calculations, plans and construction specifications.
- 4) Architectural design, including plans and construction specifications.
- 5) Assist CVRA with bidding the Project.
- 6) Attend two meetings upon the request of the Airport Manager which may include a design meeting and attendance at the bid opening, and / or attendance at an Airport Board Meeting.
- 7) Attend Construction Meetings every other week for the duration of the construction, including review of work accomplished and review of shop drawings and pay requests on behalf of CVRA.
- 8) Conduct a punchlist meeting.
- 9) Conduct an 11-month punchlist review meeting to determine if items need to be corrected prior to expiration of the 1-year building warranty.

**Payment:** This Project will be invoiced on a lump sum basis in the total amount of \$29,640 (not including expenses), billed on a percent complete basis for that work completed each month. Expense charges are currently estimated at \$2400. Expenses will be billed based on actual cost, and mileage per the current federal mileage rate. Other expenses will include DSPS / City of Eau Claire plan review fees, which will be invoiced to CVRA at actual cost.

**Schedule:** The Consultant will commence work immediately upon signing this agreement and upon mutually agreeing on a timeline. It is expected that design work can be accomplished in 4 to 6 weeks, with the intent that construction be completed by the end of 2020.

**Additional Services:** If additional services are requested, the Consultant will submit an estimate of additional costs prior to commencement of the proposed work. That work will also be invoiced on a time and materials. It is the intent of the CVRA to possibly include a third hangar as an Alternate Bid. Should such work be accepted for construction by Owner, then the Owner agrees to compensate CBS Squared, Inc. \$2900 for additional construction administration efforts.

**Expenses:** The following items involve expenditures that may be made by Consultant employees or professional consultants on behalf of the Client. Not all may apply to this project, however, should such expenses be incurred on behalf of the project, they shall be paid for as described in the Agreement.

1. Transportation and travel expenses (mileage).
2. All taxes levied on professional services and on reimbursable expenses.
3. Other special expenses required in connection with the Project, including any State or local review fees.

**Agreement Summary:** This Agreement for Professional Services (referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

The contact is between the following representatives:

**Client's Representative:** Charity Zich, Airport Manager / CVRA

**Address:** 3800 Starr Avenue  
Eau Claire, WI 54703

**Telephone:** (715) 839.6241 **e-mail:** Charity.Zich@chippewavalleyairport.com

**Project Manager:** Bob Sworski

**Address:** 770 Technology Way  
Chippewa Falls, WI 54729

**Telephone:** (715) 450-6543 **e-mail:** bsworski@cbssquaredinc.com

**For CBS Squared, Inc.**

By:   
Title: VICIE PRESIDENT.

**For Chippewa Valley Regional Airport**

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

**ENTRANCE TECHNOLOGIES, INC.**  
**Distributor – Automatic Door Systems**  
 Post Office Box 1416  
 Eagle River, WI 54521-1416  
 (800) 641-4945 or (715) 479-9847  
 FAX (715) 479-1345

**Quotation #AE031320.20 for:**  
**Chippewa Valley Regional Airport**  
**Eau Claire, WI**

**Quotation To:**  
 Chippewa Valley Regional Airport  
 3800 Starr Avenue  
 Eau Claire, WI 54703

**Date: March 13, 2020**  
 715-839-4900  
 charity.zich@chippewavalleyairport.com

Entrance Technologies is pleased to quote the following: To Supply and Install:

**Door Numbers: Main entry Vestibule**

<b><u>Qty.</u></b>	<b><u>Description</u></b>
(1)	(Exterior Door) Tormax TX9300 Automatic Bi-Part Sliding Entrance Door Systems, Breakout Sliding Door Panels and Sidelights SO-SX-SX-SO Configuration, With Transom, 168" x 192" To Include: (2) Motion/Presence Sensors (each), Medium Stile Panels, (1) Five Function Control Panel, Horizontal Safety Beams, Threshold, 10" Bottom Rails, and Clear Anodized Aluminum Finish. With 1" Blue Insulated glass. No locking Hardware will be provided.
(1)	(Interior Door) Tormax TX9300 Automatic Bi-Part Sliding Entrance Door System, Breakout Sliding Door Panels and Sidelights SO-SX-SX-SO Configuration, No Transom, 168" x 92" To Include: (2) Motion/Presence Sensors, Medium Stile Panels, (1) Five Function Control Panel, Horizontal Safety Beams, Threshold, Electronic Locking and Exit Panic Hardware, 10" Bottom Rails, and Clear Anodized Aluminum Finish. With ¼" Clear glass.

Doors will be installed one at a time into Existing Storefront Vestibules. Existing doors and frames will be removed and disposed of. Opening will be cleaned and prepped for install of new doors. Caulking will be included. New door will be 14' wide, the balance of opening will be infilled with existing storefront framing and new glass.

**One-Year Manufacturer's Warranty**

*Important: Prices good for acceptance & shipment within thirty (30) days only, unless such time as extended in writing.*

**Notes & Exclusions:**

- **A Square, Plumb, True Framed Opening and a Smooth Level Base MUST be provided By Others.**
- **High Voltage Power to Headers is by Others**
- **Furnishing and Keying of Cylinders or Card Reader if Required by Others.**
- **No Structural, Masonry, Access Control, Flooring, Integration, Security or Electrical Work.**
- **Solid Blocking Must be Provided By Others.**

**Entrance Technologies proposes to Furnish and Install for the SUM of: \$20,395.00**  
**Payment Terms: Payment in Full Upon Completion.**

Entrance Technologies is not liable for acts of God, strikes, accidents or delays beyond our control. The Owner is to carry all necessary insurances. All work is figured to be done during normal 8AM-5PM business hours. Clerical errors are subject to correction

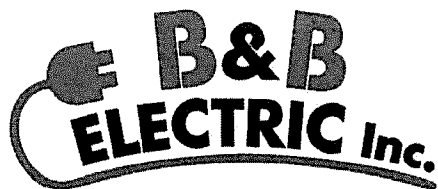
The above prices and conditions are acceptable and I hereby authorize you to proceed with the work. I promise to pay all costs of collecting the amount owed under this agreement. These costs will include reasonable attorney fees, court costs, any collection agency fees and all costs permitted under state law. I also agree to pay any costs involved in the event a signed quotation, purchase order or contract is canceled after three business days from which it was issued.

**Submitted by: Al Epperson**  
[a.epperson@entrancetech.com](mailto:a.epperson@entrancetech.com)

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_



1303 Western Ave.  
Eau Claire WI. 54703  
(715) 832-1676 Fax (715) 832-1677  
[bbelec@b-belectricinc.com](mailto:bbelec@b-belectricinc.com)  
[www.bandbelectric.com](http://www.bandbelectric.com)  
*Equal opportunity employer*

March 10, 2020

Esser Glass  
2529 Fortune Dr.  
Eau Claire, WI 54703

Re: Eau Claire Airport

Scope: Install power to (2) new sliding doors.

- Install power to 2 sliding doors
- Hookup power to sliding doors
- Use existing power to feed new doors

**Quote            \$1,375.00**

Note: WI sales tax not included.

Any questions, please contact me at 715-832-1676.

Sincerely,

*Evo Rubenzer*

ER/jl

[er@b-belectricinc.com](mailto:er@b-belectricinc.com)

*Wisconsin Contractors License #190008*

**ENTRANCE TECHNOLOGIES, INC.**

**Distributor – Automatic Door Systems**

Post Office Box 1416

Eagle River, WI 54521-1416

(800) 641-4945 or (715) 479-9847

FAX (715) 479-1345

**Quotation #AE031320.20L for:**

**Chippewa Valley Airport Locks**

**Eau Claire, WI**

**Quotation To:**

Chippewa Valley Regional Airport  
3800 Starr Avenue  
Eau Claire, WI 54703

**Date: March 13, 2020**

715-839-4900  
charity.zich@chippewavalleyairport.com

Entrance Technologies is pleased to quote the following: To Supply and Install:

**Door Numbers: Main entry Vestibule**

<u>Qty.</u>	<u>Description</u>
(2)	Electric locks with Cam locking assembly
(2)	Programable Altronix timers

Locks will be installed into existing automatic slide doors, 2 at Interior vestibule. Control Board in doors will be re-programmed after locks are installed. (Doors need to be taught they have new hardware and when to use it.) Doors will be recalibrated, new learn cycle will be ran.

Timers will be installed and programed for one event. Instruction will be left will staff for future use and changing event times.

**One-Year Manufacturer’s Warranty**

*Important: Prices good for acceptance & shipment within thirty (30) days only, unless such time as extended in writing.*

**Notes & Exclusions:**

- Integration with any Security or Access control if Required (By Others)
- No Structural, Masonry, Access Control, Flooring, Security or Electrical Work.
- Based on Normal Business Hours M-F

**Entrance Technologies proposes to Furnish and Install for the SUM of: \$3,341.00**

**Payment Terms: Payment in Full Upon Completion.**

Entrance Technologies is not liable for acts of God, strikes, accidents or delays beyond our control. The Owner is to carry all necessary insurances. All work is figured to be done during normal 8AM-5PM business hours. Clerical errors are subject to correction

The above prices and conditions are acceptable and I hereby authorize you to proceed with the work. I promise to pay all costs of collecting the amount owed under this agreement. These costs will include reasonable attorney fees, court costs, any collection agency fees and all costs permitted under state law. I also agree to pay any costs involved in the event a signed quotation, purchase order or contract is canceled after three business days from which it was issued.

**Submitted by: Al Epperson**  
[a.epperson@entrancetech.com](mailto:a.epperson@entrancetech.com)

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_

**LEASE  
CHIPPEWA VALLEY REGIONAL AIRPORT  
RESTAURANT/COCKTAIL LOUNGE  
PASSENGER TERMINAL BUILDING**

The Chippewa Valley Regional Airport Commission, organized under the authority of Wis. Stat. § 114.14 and Section 2.05.660 of the Eau Claire County Code of General Ordinances is entering into this Lease consistent with its authority under the above-mentioned sections and on behalf of Eau Claire County, hereinafter referred to as "Lessor" and Hangar 54 Grill, LLC, hereinafter referred to as the "Tenant".

**ARTICLE I  
DESCRIPTION OF LEASED PREMISES**

The Lessor, in consideration of the rents and covenants herein to be performed by the Tenant, does hereby lease for operation of a restaurant and bar, and for those purposes only, the areas designated as restaurant, bar, coffee shop, kitchen, first floor storage, 50% of the square footage available for basement storage, restaurant owner's office and restaurant manager's office in the passenger terminal building of the Chippewa Valley Regional Airport, in the City of Eau Claire, Chippewa County, Wisconsin, and described as "Primary Lease Space" in Exhibit "A" attached hereto and incorporated herein by reference. In addition, tenant shall have access to areas designated as the Commissioners Room and the Conference Room, described in Exhibit "A" as "Joint Use Space". The Primary Lease Space and Joint Use Space shall collectively be referred to as "Leased Premises".

**ARTICLE II  
DESCRIPTION OF CONCESSION GRANTED**

The Tenant shall have the right to dispense and sell prepared food and drink in the terminal. The Tenant shall operate the restaurant and bar in a first class manner in accordance with the highest standards for this type of operation at other major airport terminals and in Wisconsin and the Upper Midwest. The Tenant shall keep the Leased Premises in a safe, clean, orderly and inviting condition at all times in a manner satisfactory to Lessor. The Tenant further agrees that all foods, beverages, and other items sold and kept for sale shall be wholesome and pure and of high quality, and shall conform in all respects to federal, state and local food and health laws, ordinances and regulations, and, in addition, that its service shall be prompt, clean, courteous and efficient. The Tenant further agrees to keep an adequate supply of foods,

beverages and other necessary items on hand at all times to provide efficient service. The Lessor shall have the right to review and comment on any proposed menu and any item proposed to be offered for sale by Tenant.

The Tenant shall also have the right to operate the food and beverage vending inside the terminal. Operation of the vending concession inside the terminal secured area will be subject to the rules of the Transportation Security Administration.

### **ARTICLE III HOURS OF OPERATION**

The Lessor and the Tenant agree the restaurant and bar shall remain open to the public seven (7) days per week from the hours of 11:00 a.m. to 9:00 p.m. Monday through Thursday; 11:00 a.m. to 11:00 p.m. Friday and Saturday; and 6:00 a.m. to 6 p.m. Sunday, Central Standard Time or Daylight Savings Time, whichever is applicable. Hours of operation on holidays may be changed with Airport Manager approval. The Tenant further agrees that during those hours adequate service shall be provided with which to meet the public demand. The Tenant may, if it desires keep its facilities open in excess of the hours stated above with prior approval from the Airport Director.

The hours of operation of the bar and the sale of beer and alcoholic beverages shall be in accordance with all applicable Wisconsin Statutes, administrative rules and local ordinances and this Agreement shall not be construed as superseding any such statutes, rules or ordinances.

### **ARTICLE IV EQUIPMENT OF LESSOR**

The kitchen, food service and preparation equipment, appliances, bar equipment, tables, chairs, and dishes which are described in Exhibit "B" which is attached hereto and incorporated herein by reference, shall remain the property of the Lessor.

### **ARTICLE V OBLIGATIONS OF LESSOR**

1. Maintenance of Common Areas. The Lessor shall maintain in good condition and repair all common areas of the terminal, with respect to which the Tenant, its employees, guests and patrons, shall have the right of ingress to and egress from the Leased Premises and use of public lavatories.

2. Employee Parking. Free parking will be provided to the Tenant employees in common with employees of other terminal facility tenants of the Lessor, at a location selected and designated by the Lessor where it will not interfere with operations at the Airport. All the Tenant

employees including the owner and manager must use the designated employee parking area or will be subject to airport parking violation fees. The Tenant employees will also be required to register for an airport parking access card and must pay the applicable fee if the access card is lost or damaged. The Tenant will be responsible for paying for access cards that are not collected from the Tenant employees.

3. Destruction of Leased Premises. In the event the premises shall be rendered wholly or partially unfit for use by fire or other casualty, the Lessor may, at its option, repair the said premises, if the said repairs can be reasonably accomplished within ninety (90) days after the said destruction. All such repairs shall be accomplished in a good and workmanlike manner.

In the event the Leased Premises are rendered wholly unfit for use by the Tenant, the Tenant has the option of vacating the said premises during the period of repair, during which period, until the premises are again ready for at least partial occupancy, no rent shall accrue or, in the alternative, he/she may consider the Lease Agreement to have terminated. In case the Leased Premises should be rendered partially unfit for use by the Tenant by fire or other casualty to the extent that more than fifty percent (50%) of the value of the said premises has been destroyed, the Tenant may remove from the said premises unless the Lessor promptly proceeds to repair or eliminate the conditions which constitute a hazard. If the Lessor proceeds to repair said premises and the Tenant remains in possession, rent shall proportionately abate to the extent the Tenant is deprived of the full, normal use thereof.

This paragraph shall not apply to any damage or condition occasioned by the neglect or improper use of the Leased Premises by the Tenant.

4. Alcoholic Beverage Licenses. The Tenant shall apply for the liquor licenses required for the operation of a cocktail lounge on the premises under Wis. Stat. § 125.51(5)(b). Licenses required shall be registered in Tenant's name. Additionally, Tenant shall be responsible for any and all other required alcoholic beverage licenses that must be obtained through the City of Eau Claire or other governmental body.

5. Heat and Air Conditioning. The Lessor shall furnish, at its own expense, a reasonable amount of heat and air conditioning for the Leased Premises twenty-four (24) hours per day and shall provide for periodic washing of the windows on the outside only. If Lessor is unable to provide air conditioning during Tenant's hours of operation for any reason other than an act of force majeure, Tenant's rent shall be reduced for each full day air conditioning is unavailable by one-sixtieth (1/60) of the monthly rental fee. Lessor will not furnish air conditioning for the kitchen, but shall provide for adequate ventilation.

6. Restaurant Equipment. The restaurant equipment, listed in Exhibit "B" is currently owned by the Lessor. It shall be the responsibility of the Tenant to replace those items



of equipment at such time as they are beyond economical repair in normal usage. Restaurant equipment listed in Exhibit "B" may be used as trade-in for the purchase of new equipment by the Tenant or disposed of by the Tenant with prior approval of the Lessor. The Lessor must be notified in writing in advance of any equipment replacement so the inventory list in Exhibit "B" can be kept up to date. Items listed on Exhibit "B" still in use at the end of the lease term shall remain with the Lessor.

7. Restaurant Equipment Inspection. The restaurant equipment listed in Exhibit "B" is currently owned by the Lessor. Prior to commencement of restaurant operations, Lessor shall be responsible for inspecting all equipment in the space and make any reasonably recommended repairs or replacements. Lessor will maintain equipment for the first three months following the official opening of the restaurant. Upon completion of the Lessor's obligations described above, during the term of the Lease it shall be the responsibility of the Tenant to maintain and replace, when necessary, those items of equipment at such time as they are beyond economical repair in normal use. Restaurant equipment listed in Exhibit "B" may be used as trade-in for the purchase of new equipment by the Tenant or disposed of by the Tenant if it has no value to the Lessor. The Lessor must be notified in writing in advance of any equipment replacement so the inventory list in Exhibit "B" can be kept up to date. Items listed on Exhibit "B" still in use at the end of the lease term shall remain with the Lessor.

8. Maintenance of Equipment. The Tenant shall maintain those items listed in Exhibit "B". Any additional equipment purchased by the Tenant and situated on the Leased Premises during the term of this Agreement shall be maintained by the Tenant.

9. Additional Concessions. The Tenant may install vending concessions with prior approval from the Airport Director.

10. Patron Parking. The Lessor shall provide the Tenant with a short-term parking lot reasonably convenient to the terminal for use by the patrons of the Tenant's restaurant or bar. The short-term parking lot shall be on a first come first served basis. There shall be no fee for use of this parking lot on a short-term basis. The Lessor will also provide free parking to large groups using the restaurant in the long term parking area with prior approval of the Airport Manager. The Lessor shall maintain said parking lots.

11. Ingress and Egress. The Lessor grants to the Tenant, its employees, guests and patrons, the right of use, in common with others, of airport roads and drives necessary for the conduct, operation, and maintenance of its business, subject to existing and future applicable Eau Claire County ordinances and subject further, at all times, to the Lessor's control and approval.

12. Quiet Possession. The Lessor agrees that upon the payment of the rent and performance of the herein expressed covenants and agreements on the part of the Tenant, the

Tenant shall have and enjoy the Leased Premises and all rights and privileges with respect to the Chippewa Valley Regional Airport, its appurtenances and facilities herein granted.

## **ARTICLE VI OBLIGATIONS AND PRIVILEGES OF THE TENANT**

1. Assignment, Subletting and Transfer. The Tenant agrees it will not assign this Lease, sublet the demised premises or any part thereof, or transfer shares or stock ownership without the prior written consent of the Lessor.

2. Advertising of Business. The Tenant shall have the right to install, equip, operate and maintain at its own expense on the Chippewa Valley Regional Airport premises, advertising signs with which to identify its business, provided, however, that in all cases the number, size, location, general type and design, the method of installation and the names, slogans or other identification contained thereupon shall be approved of by the Lessor. In no event shall approval be granted to the Tenant to erect and maintain signs in or upon the terminal which shall be incongruous with the architectural integrity of the said structure or which shall damage the structure.

3. Nature of Operations. The Tenant agrees it shall not engage in other business or activities within the confines of the Chippewa Valley Regional Airport other than those expressly authorized by the Lessor, nor will it engage in any unlawful activities.

4. Maintenance of the Premises. The Tenant agrees to assume full responsibility for the maintenance of the Leased Premises at its own cost and to faithfully and fully maintain said premises and all property, including fixtures, equipment and other personal property leased to it in a good condition and state of repair during the entire term of the lease, or any extension thereof, inclusive of the repairing or replacement of all broken or missing articles, and, upon termination of the Lease, to restore the premises and property to the Lessor in the same condition as received, reasonable and ordinary wear and tear excepted. If the Leased Premises and property shall not be so kept by the Tenant, the Lessor may enter the demised premises and do all things necessary to restore the Leased Premises and property to the condition required by the Lease, charging the cost and expenses thereof to the Tenant, and the Tenant shall pay to the Lessor all such costs and expenses in addition to the rent.

5. Tenant's Personal Property. The Tenant shall furnish and install its own furniture, equipment, tableware, and decorations. The Tenant shall not structurally alter the Leased Premises nor install signs or other advertising devices except as otherwise provided expressly herein, unless expressly approved by Landlord. The Tenant shall obtain prior written approval of the Airport Manager before installation, at its own expense, of any equipment which requires

new electrical or plumbing connections or changes in those installed on the premises as of the date of occupancy thereof. The Tenant shall be responsible for all personal property tax on items owned by the Tenant.

6. Garbage and Refuse Removal. The Tenant shall provide for the adequate and sanitary handling and disposal of all trash, garbage and other refuse from its operations at the Airport, and shall provide and use suitable covered receptacles for all garbage, trash and other refuse generated on or in connection with the Leased Premises. Boxes, cartons, barrels or similar items shall not be piled in an unsightly, unsafe or unsanitary manner in, or about the Leased Premises. The Tenant shall participate in a recycling program, which shall include at a minimum the recycling of paper, cardboard, cans and glass. Garbage and refuse removal activities shall be approved by the airport manager.

7. Tenant's General Expenses. The Tenant shall bear, at its own expense, all costs of operating the concession, including any and all applicable taxes, and shall pay for and obtain all permits and licenses required by law for its operations at the Chippewa Valley Regional Airport. The Tenant shall pay for all separately metered electricity and natural gas consumed on the Leased Premises and shall make its own billing and payment arrangements with Xcel Energy to provide electricity and natural gas to said Leased Premises. The Tenant shall reimburse the Lessor for all costs of separately metered water/sewer services provided to the Leased Premises and shall pay for all costs of heating water. The Tenant will pay water and sewer charges invoiced quarterly by the Lessor within 15 days of receipt of invoice. The Tenant shall also pay for any other services, including, but not limited to, telephone, internet, and television.

8. Decoration and Alteration of Premises. The Tenant may not decorate, remodel or alter the Leased Premises unless it has previously been granted the express written permission of the Lessor, executed with the same formality as this Agreement.

9. Janitorial Services. Prior to occupation of the leased space, the Lessor shall have the kitchen and kitchen equipment professionally cleaned. After occupying the space, the Tenant shall provide its own janitor and cleaning services and shall maintain the leased areas, including the windows and walls and ceilings of the kitchen and dining areas, in a clean and sanitary condition. The Tenant will provide proof of such cleaning service as required by Lessor.

10. Additional Cleaning Responsibility. The Tenant shall be responsible for the maintenance and cleaning of the Joint Use Space.

11. Manager and Staff. The Tenant shall at all times retain an active, qualified and experienced manager to supervise the operation of the restaurant and cocktail lounge. The Tenant's employees having contact with the public shall be clean, courteous, efficient, in uniform and neat in appearance.

12. Removal of Fixtures and Other Personal Property. Upon the termination of this leasehold agreement, the Tenant may remove any fixtures owned by the Tenant and placed upon the premises by the Tenant; provided, however, that the Tenant restore the premises to the same condition of repair and as tenantable as they were at the making of this agreement and prior to the addition of such fixtures.

13. Sign Erection, Operation and Maintenance. Subject to Lessor approvals, the Tenant shall be provided with regular advertising on the airport's message board, building signage facing Starr Ave., and signage inside the airport terminal. All signage is to be furnished and installed by the Tenant at its cost and expense. The Tenant's signage must be approved by Lessor. The Tenant's signage shall be consistent with all applicable governmental codes and the Tenant shall be responsible for obtaining any and all necessary approvals.

14. Keeping Utilities' Areas Clear. The Tenant will keep areas around building utilities clear and free from all obstructions, (e.g. no storage on top of sewer piping in basement).

15. Tenant Improvements. The Tenant shall at its sole cost and expense perform all work not specifically designated as Lessor's obligation necessary to prepare the Premises to a condition which permits therein the conduct of the Tenant's stated business. The Tenant's work shall include fixtures and equipment properly classified as personal property, new furniture as well as all essential items and inventory to begin operations, the Tenant identification signage, data and telephone equipment, the Tenant's Point-of-Sales system, and specialty decor items and window coverings.

16. On-site Events Catering. The Tenant shall be allowed to handle all scheduling for the Joint Use Space with priority given to regularly scheduled airport meetings.

## **ARTICLE VII TERM OF AGREEMENT/DEPOSIT**

1. Term. The initial term of this Agreement shall be for a period of five (5) years, beginning January 1, 2016. The Tenant may only terminate the Lease at the end of two (2) years by providing 90 days advance notice prior to the Lease termination. Upon approval by the FAA Office of Civil Rights for a long term exclusive agreement, the Tenant shall have the first right of refusal for a lease extending beyond the initial 5 year period.

2. Tenant Hold-Over. This Lease shall terminate without further notice at the expiration of the Lease Term. Any holding over by the Tenant after expiration of the Lease Term shall not constitute a renewal or extension of the Lease or give the Tenant any rights in or to the Premises except as expressly provided in this Lease. Any holding over after the expiration of the Lease without the consent of Lessor shall be construed to be a tenancy from month to

month on the same terms and conditions herein specified.

**ARTICLE VIII  
RENT AND ACCOUNTING RECORDS**

1. Rent. During the term of this Agreement, the Tenant agrees to pay Lessor as follows:

<u>YEARS</u>	<u>\$/MONTH</u>	<u>\$/YEAR</u>
1	\$100	\$1,200
2	\$1,000.00	\$12,000.00
3	\$2,000.00	\$24,000.00
4	\$2,000.00	\$24,000.00
5	\$2,000.00	\$24,000.00

The rent for Year 1 shall be paid in full by January 15, 2016. Subsequent years rent shall be payable in twelve (12) equal monthly installments, in advance and without demand or prior notice thereof, to be received by the Lessor on or before the first day of each calendar month throughout the term of this Agreement.

A late payment penalty (not interest) of \$50.00 per day will be assessed for every day the rent is past due. The account records listed in Article VIII shall be maintained in accord therewith. Monthly payment shall be made to the Office of Airport Director, Chippewa Valley Regional Airport, 3800 Starr Avenue, Eau Claire, WI, 54703.

2. Gross Receipts Defined. The term "gross receipts" as used in this instrument shall mean the total amount in dollars of all sales made in, at, or upon orders placed at, or completed by delivery in, through or from the Leased Premises; all charges made for services rendered in or from or upon orders placed at the premises; all charges made in connection with business transacted in whole or in part, upon or from the Leased Premises. Gross receipts shall include all food or beverage catered from the Leased Premises at the Chippewa Valley Regional Airport or reservations made for catering from the Leased Premises at the Chippewa Valley Regional Airport. Gross receipts shall include sales and charges made for cash or upon credit, or partly for cash and partly upon credit, without regard to whether or not collection is made of the amounts for which credit is given, and shall also include sales and charges, whether made by the Tenant or any other occupant or occupants of the demised premises or some part or parts thereof. Each sale, charge or business transaction upon installments or contract, therefore, shall be treated as a gross receipt for the full price or charge in the year during which such sale, charge or contract is made. Gross receipts shall not include federal, state or local taxes collected from customers.

3. Record Keeping. The Tenant shall keep full, complete and accurate records of all

gross receipts, as herein defined, which records shall be kept in accordance with generally accepted accounting practices. The records for a given lease year shall be preserved by the Tenant for a period of three (3) years after the close of the lease year. Such records shall be made available to Lessor or its representatives, upon reasonable notice, at the Tenant's Office in the Chippewa Valley Regional Airport, Eau Claire, WI.

4. Semi-Annual Statement. The Tenant shall deliver to the Lessor, at the place rent is payable, a statement of each six month's gross receipts directly from the Tenant's Point of Sale system. The semi-annual statement, as herein defined, shall be broken out into three categories: catering and event sales, liquor sales, and food sales, and shall be delivered on or before the twentieth (20<sup>th</sup>) day of the following month. The Lessor, or its designated representative or representatives, shall have the right, upon reasonable notice to the Tenant, to examine all pertinent books and records of the Tenant for the purpose of verifying the actual amount of gross sales as herein defined. All expenses of such examination to be borne by Lessor.

5. Failure to Submit Statements. In the event the Tenant fails to prepare and deliver, within the time specified, any semi-annual statement required by this paragraph, the Lessor may elect to treat such failure as substantial breach of this Lease, entitling the Lessor to terminate this Lease or the Tenant's right of possession of the premises, or both, but only after the Lessor has given to the Tenant ten (10) day notice in writing to submit said statement. If the Tenant fails to prepare and deliver said statement after receiving ten (10) day notice, Lessor may also elect to make an audit of all books and records of the Tenant, including the Tenant's bank accounts, which in any way pertain to or show gross sales as herein defined and to prepare the statement or statements which the Tenant has failed to prepare and deliver. Such an audit shall be made and such statement and statements shall be prepared by a certified public accountant selected by Lessor. Tenant shall pay all expenses of such audit; provided, however, if the Tenant's failure to deliver any such semi-annual statement, is due to the partial or total destruction of the Tenant's books or records on account of fire or other cause beyond its control, the Tenant shall have a reasonable time after such destruction to assemble the information necessary to prepare such statement or statements and deliver the same to the Chippewa Valley Regional Airport.

## **ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

### 1. Disadvantaged Business Enterprise Program.

A. This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Tenant agrees that it will not discriminate

against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

B. The Tenant agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

C. Tenant shall respond to Lessor requests for annual DBE information.

2. Non-Discrimination. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, pursuant to law, it is unlawful and Tenant agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Tenant shall include or cause to be included in each subcontract covering any of the services to be performed under this Lease a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

3. Utilization of ACDBE Suppliers. Tenant shall utilize ACDBE suppliers to the extent they are available in the State. If certified ACDBE's are unavailable, Tenant shall work with Lessor in a good faith effort, to identify possible suppliers which may be interested in becoming a certified ACDBE and pursue product purchased through said firms should they become a certified ACDBE. Should a utilized certified ACDBE become unable to perform Tenant shall attempt to replace said certified ACDBE. Tenant shall document all ACDBE participation in a manner acceptable to Lessor including dollar value of supplies purchased (gross receipts) and type of business operation.

**ARTICLE X  
RIGHTS OF INSPECTION**

The Lessor reserves the right to enter the Leased Premises at any reasonable time and interval for any purpose consistent with its rights as Lessor.

**ARTICLE XI  
NON-DISCRIMINATION COVENANTS**

1. Non-Discrimination. The Tenant for himself/herself, 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, national origin, age or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In the construction of any improvements and the furnishing of services, no person on the grounds of race, color, national origin, age or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

C. The Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Codes of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 211, Nondiscrimination 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.

2. Affirmative Action Requirements. The Tenant assures he/she will undertake an affirmative action program as required by 14 C.F.R. Part 512, Subpart E., to insure no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 512, Subpart E. The Tenant assures no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Tenant assures it will require its covered suborganizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

3. Service. The Tenant in the conduct of its authorized business activities on said demised premises on behalf of the said Lessor, shall furnish good, prompt and efficient service adequate to meet the demands for its services at the Leased Premises and shall furnish such services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale of service;



provided, however, the Tenant shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchases.

**ARTICLE XII  
INDEMNIFICATION AND INSURANCE**

1. Independent Contractor. The relationship of the Tenant to the Lessor shall be that of an independent contractor. Nothing in this Lease shall be construed so as to deem the Tenant, its employees or agents as employees of the Lessor. The Tenant shall carry Worker's Compensation coverage for its employees and agents as required by state law. The Tenant has no authority to incur any obligation for or on behalf of the Lessor.

2. Fire and Liability Insurance. The Tenant agrees to indemnify and hold harmless the Lessor, its employees and agents from any and all liability, cost and expense for loss of damage to the property and injury to or the death of person, by whomever sustained, which may occur on the Leased Premises or which may be occasioned by, any action of the Lessor, its employees or agents.

The Tenant shall procure from a reputable company authorized to do business in Wisconsin and keep in force fire and products and general liability insurance for the Leased Premises and shall furnish the Lessor with a Certificate of such insurance, with respect to which the Lessor shall be named as an additional insured.

<u>COVERAGES:</u>	(Minimum)
Bodily Injury & Property Damage including Fire Coverage	\$1,000,000.00
Commercial General Liability - includes Product and Bodily Injury and Property Damage	\$1,000,000.00

The Lessor shall not be liable for any injuries to persons or damage to or loss of property for any cause whatsoever in the Leased Premises and the Tenant must furnish a waiver of subrogation to the Lessor.

3. Co-Indemnification. The parties hereto shall be liable for their own acts and negligence and each agrees to indemnify the other for any losses, damages, costs or expense, including litigation expenses paid or sustained by reason of the act or negligence of the other.

**ARTICLE XIII  
GENERAL PROVISIONS**

1. Breaches - Non-waiver. Neither the failure of Lessor to strictly enforce all of the terms of this Lease or acceptance of rent by Lessor after any breach by the Tenant, nor any delay

on the part of the Lessor to strictly enforce the provisions hereof, shall operate or be deemed a waiver of any rights or remedies accruing by law to Lessor by reason of any subsequent breach. In any legal proceedings instituted by either party for the enforcement of the terms and conditions of the Lease, the successful party shall be reimbursed by the other party for costs, expenses and reasonable attorney's fees that shall be necessarily incurred in such proceedings.

2. Default. If either party should be in default under any of the provisions, terms and conditions of this Lease and such default shall continue to exist after receipt by the defaulting party of thirty (30) days' written notice, the other party may terminate its performance under this Lease without prejudice to its right to recover damages against the defaulting party. In the event the Tenant is in default for failure to pay rent or due to willful or malicious injury to the Leased Premises, the Lessor may, with or without the service of notice, declare the Lease to be void and re-enter the premises to expel the Tenant, using such force as may be necessary, without prejudice to any remedies which the Lessor might have to collect arrears of rent.

3. Bankruptcy. In the event of voluntary or involuntary bankruptcy on the part of the Tenant, or the appointment of a receiver for the Tenant, or a voluntary assignment for creditors by the Tenant, or if this Lease shall by operation of law dissolve upon or pass to any person or corporation other than the Tenant, then and in each of said events this Lease shall, at the option of the Lessor, be subject to cancellation forthwith.

4. Air Service Reduction. In the event commercial air service were to cease or be drastically reduced, and which is a proximate cause of decreasing the Tenant's sales by 50% for a period of not less than six (6) consecutive months, the Tenant shall be allowed the right to terminate the lease agreement without penalty and void all agreements between the Tenant and Lessor. The 50% reduction described above shall be based on a comparison of the same period from the previous year. Said termination right shall automatically terminate if not exercised within one (1) year of said event.

5. Airport Regulations. The Lessor reserves the right, from time to time, to adopt, amend and enforce reasonable rules and regulations with respect to the use of the Chippewa Valley Regional Airport premises, a copy of the General Airport Policies pertaining to the restaurant are attached hereto as Exhibit D; further the Tenant further agrees to observe and obey all laws, ordinances, regulations and rules of the federal, state and local governments which may be applicable to its operations hereunder. The Tenant acknowledges this Lease is subordinate to FAA Grant Assurances.

6. Surrender of Premises. The Tenant agrees and covenants at the termination of this Lease Agreement it shall quietly and promptly yield and surrender the Leased Premises in the same condition as delivered to it, reasonable wear and tear excepted.

7. Notices. Notices required or advisable under the terms of this Agreement shall be communicated in writing by either personal delivery or certified mail to the following named representatives of the parties hereto:

LESSOR: Airport Director  
Chippewa Valley Regional Airport  
3800 Starr Avenue, Eau Claire, WI 54703

TENANT: Hangar 54 Grill, LLC  
c/o Chippewa Valley Regional Airport  
3800 Starr Avenue, Eau Claire, WI 54703

8. Non-Exclusivity Clause. The Tenant shall have the right and privilege of engaging in and operating a restaurant and bar business on the premises of the Chippewa Valley Regional Airport under the terms and conditions as set forth hereinafter, provided, however, this Agreement shall not be construed in any manner to grant the Tenant or those claiming under it the exclusive right to and the use of the premises and facilities of said Lessor other than those premises leased exclusively to the Tenant hereunder.

9. Subordination Clause. The Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States, 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 or state funds for the development of the airport. This Lease shall be subordinate to any Federal Aviation Administration ("FAA") Grant Assurances regardless of the impact on the expenditure of federal or state funds for the development of the airport.

10. Tenant Financing. The Tenant shall have the absolute right from time to time during the Term hereof and without Lessor's further approval, written or otherwise, to grant and assign a mortgage or other security interest in all of the Tenant's trade fixtures, equipment, and other movable personal property to the Tenant's lenders in connection with the Tenant's financing arrangements, Lessor agrees to execute such confirmation, certificate or other documents (except amendments to this Lease unless Lessor hereafter consents) as the Tenant's lenders may reasonably request in connection with any such financing.

11. Interpretation of Agreement. This Lease shall be construed under the laws of the State of Wisconsin. All headings preceding the text of the several provisions and sub provisions are inserted solely for convenience of reference and none of them shall constitute a part of this Lease or affect its meaning, interpretation, or effect. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

12. Lease Guaranty. This lease has been guaranteed by the Guarantors listed on a

separate lease guaranty.

13. Modification. This Agreement shall not be modified or altered except pursuant to mutual agreement of the parties hereto, executed with the same formality as this instrument.

14. Non-Assignment of Agreement. The parties agree that there shall be no assignment or transfer of this Agreement, nor of any interest, rights or responsibilities herein contained, except as agreed to in writing.

15. Prohibiting Possessing, Carrying or Bearing Any Firearm or Weapon with County-Owned Building. Both parties acknowledge and agree that Eau Claire County Ordinance § 9.46.010 prohibits persons other than persons exempted by Eau Claire County Ordinance § 9.46.080 (i.e. law enforcement officers) from possessing, carrying or bearing any firearm or weapon within county-owned buildings. The Tenant agrees that said prohibition shall be in full force and effect during the lease term and shall pertain to all persons entering the leased premises. The Tenant agrees to promptly report any violations of this prohibition to law enforcement personnel. The Lessor agrees to sign the leased premises so as to give reasonable notice of the weapons restriction to all persons entering the leased premises except those meeting Transportation Security Regulations.

16. FAA Grant Assurances. This lease is subject to applicable rules and regulations of the FAA and subordinate to FAA Grant Assurances.

17. Jurisdiction and Venue. The laws of the State of Wisconsin shall govern this Contract and executed amendments thereto. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be exclusively in Eau Claire County Circuit Court, Eau Claire, Wisconsin.

18. Statutory Protections. It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

19. Entire Agreement. This Lease sets forth all the promises, agreements, conditions, and understandings between Lessor and the Tenant relative to the Premises, and there are no promises, agreements, conditions, or understandings, either oral or written, expressed or implied, between them other than set forth herein. Except as herein otherwise provided, no subsequent alterations, amendment, change, or additions to this Lease shall be binding upon Lessor or the Tenant unless reduced to writing and signed by both of them.

20. Integration. This Agreement, consisting of 23 typewritten pages constitutes the entire agreement of the parties hereto including exhibits and shall supersede all prior written or oral agreements relating to the subject matter hereof.

21. Authority to Enter into Agreement. By signing below, the parties affirm and acknowledge that they have read and understand this Agreement and its Attachments, if any, consisting of 23 typewritten pages, they have authority to enter into this Agreement on behalf of the Entity, Corporation, or County they are signing form they are knowingly, freely, and voluntarily entering into this Agreement, and that they accept and agree to be bound by the terms and conditions of this Agreement and its Attachments as outline in this Agreement.

The covenants contained herein shall bind the parties mutually and their respective heirs, administrators, executors and assigns and the breach of any of the within conditions shall at the option of the Lessor void the entire Lease Agreement.

**CHIPPEWA VALLEY REGIONAL AIRPORT  
COMMISSION (LESSOR) BY:**

Charity Zich  
Charity Zich, Airport Director

12-28-15  
(Date)

**HANGAR 54 GRILL, LLC (TENANT)  
BY:**

Bob AL  
Bob Adrian, Owner

12/28/15  
(Date)

**CHIPPEWA VALLEY REGIONAL AIRPORT  
EXHIBIT "A"**

**DESCRIPTION OF LEASED SPACE**

The physical description of the Restaurant Lounge Premises described as “Primary Lease Space” is as follows:

Restaurant.....	1,568 square feet
Bar.....	716 square feet
Kitchen.....	975 square feet
First Floor Storage Rooms.....	216 square feet
Basement Storage.....	900 square feet
Restaurant Manager’s Office.....	73 square feet
Restaurant Owner’s Office.....	<u>275</u> square feet
TOTAL.....	4,723 square feet

The physical description of the “Joint Use Space” is as follows:

Duax Commission Room.....	347 square feet
Conference Room.....	<u>1,346</u> square feet
TOTAL.....	1,693 square feet

Scheduling of Joint Use Space shall be coordinated between the Tenant and Airport Director. The basement storage only includes 50% of the available square footage. An additional approximately 900 square feet of basement storage may be leased for an additional fee.

# CHIPPEWA VALLEY REGIONAL AIRPORT EXHIBIT "B"

<i>QUANTITY</i>	<i>ITEM DESCRIPTION</i>
	<u>Kitchen</u>
1	Fire Extinguishing System
1	Exhaust hood 15' 6"
1	Amerex Fire Extinguisher
1	Prep Counter w/Sinks (East Wall)/Prep Counter w/sinks and dipper well
2	Tray Rest and Under-shelves
1	Sink
1	*Pass-thru refrigerator
1	Salad and Dessert Shelf/Refrigerated Salad Unit w/compressor
1	Power Pole
1	Tray Rest and Under-shelves
1	*1 Door, 3 Drawer Freezer w/remote compressor in basement
1	Heated Plate Dispenser
1	Double Serving Shelf with heat lamps
1	Vollrath 4-Well Hot Food Table Model 38118
1	Tray Rest and Under-shelves
1	Heated Plate Dispenser
1	*1 Door, 2 Drawer Cooler w/remote compressor in basement
1	Shelves and Pot Rack (Above Line)
1	Beverage Air Cooler w/worktop
1	Southbend Convection Oven (Top)
1	Southbend Convection Oven (Bottom)
1	Garland IR-67 Double Boiler
1	Keating 27 x 30 gas griddle
1	Deep Fryer Unit (FM235SC) Frymaster Fryer w/ auto filter system
X	Fry Baskets
1	72" Range with Griddle
1	Garland UCO G-20 Oven
1	Garland G289-24G-1 (Stove)
1	Cooks Counter with Sink (End of Line)
1	Power Posts (Back of Line)
4	Sinks
2	Table
1	Hobart Mixer
X	Floor Mats
1	Pancake Dispenser
2	Food processor
1	Univex Meat Slicer
1	*Walk-in cooler & freezer (7'x16')
3	Wire Shelving Adjustable walk-in cooler (Kitchen)
1	Rolling Shelf walk-in cooler
5	Wire Shelving Rack
1	Rolling Storage Rack

### Kitchen

1	Bread Rack
2	Speed rack/Drying rack
1	Soiled Dish Table
1	Savory Bun Toaster
1	Admiral Craft Food Warmer
1	Knife Sharpener
2	Manual Scales
1	Work counter with sink and high shelf
1	Disposer and pre-rinse
1	Disposer
1	Base Unit Disposer
1	Clean dish tables with sinks
1	Metro style cooler shelf
2	Waring Pro Bar Blenders
2	4-slice toaster
2	2-slice toaster
10	Trash cans/bins (various)
1	1100 watt Microwave
2	24" Floor fans
X	Pans, trays, kettles, sheet pans, cookware, etc.
X	Dishes, bowls, plates, silverware, cutlery, small wares, etc.
X	Misc. mugs, glasses, pitchers and small wares
X	Colanders, cutting boards, cups, baskets, etc.

### Basement

1	HWG 200 Heat Maker
1	Recovery Tank for Water
1	Recovery Tank for Compressor
1	*Compressor for Walk-in Freezer
1	*Compressor for Walk-in Cooler
1	*Compressor for Kitchen Freezer (Line)
1	*Compressor for Kitchen Cooker (Line)
1	Water Softener (Installed/Operational)
1	*Tonka Beer Cooler
1	*Compressor for Beer line Cooler
2	*Compressor for Beer Cooler in Bar
1	*Tonka Walk-in Cooler
1	8' x 9' Vulcan Walk-in cooler w/ compressor
X	Assorted dishes, glasses & small wares

### Dining Room

1	38" x 130" Salad Bar
1	Drop-in Ice and Water Station
1	Urn Stand with Sink
3	48" Round Table
13	36" x 36" Table
3	72" x 30" Table
83	Metal Frame chair w/ padded seat
X	Misc. décor



- 1 High Chair
- 1 Neon write-on board

Server Area

- 1 Refrigerated Display Case (Pie Case)
- 1 Turbo Air TGM 22 RV Glass Door Merchandiser
- 1 Ice Cream Cabinet
- 1 Milk Dispenser
- 1 Sink
- 1 Water Dispenser
- X Misc. cups, mugs, and dishware
- X Coffee Maker, coffee bean grinder, misc. pots and smallwares
- X Sugar and creamer cups/caddies
- 1 CCTV Security Equipment – Swann DVR, Monitor, Cameras throughout
- 3 Chrome Tray jacks
- 4 Oval Serving Trays
- 1 2 door drop safe w/ key or combo lock
- 1 2-step step stool
- 1 Cork Board
- 1 Wall Clock
- X Misc. office supplies
- 1 Yellow Wet Floor sign

Bar

- 2 32” Flatscreen TV
- 1 Radio
- 1 Amplifier
- 1 \*Beer Cooler (2 Door Beer Cooler)
- 1 \*Back-Bar Equipment (2 Door Beer Cooler)
- 1 Mug Froster
- 1 Tap Cabinet
- 1 Remote Beer System with Cooler in Basement
- 2 Ice Bin (Covers Missing)
- 1 Popcorn Machine
- 1 8-head chrome beer tap w/ drain tray
- 3 Bar Storage Shelving
- 1 Bar Rail Under Bar Equipment (Sinks)
- 5 30” Round x 41” high bar table
- 30 Metal Frame chair/bar stool w/ padded seat
- X Misc. décor
- X Misc. Mugs, Glasses, Pitchers and smallwares
- 1 Spotted Cow Canvas Sign
- 1 Spotted Cow Tin Sign
- 1 Leinie’s State Sign

Storage Room

- 1 Scotsman Ice Machine Head #CO5305A-1, S/N 09101320013587
- 1 Ice-O-Matic Ice Bin (Bottom of Ice Machine)
- 3 Wire Shelving, Adjustable

Break Room

- 1 12 compartment locker
- 1 48” Round Table

3 Chairs  
1 Cork board

Office

2 Desks  
1 Leather Office Chair  
1 Sharp Calculator/adding machine  
1 Desktop printer  
2 4-drawer file cabinets  
X Metal shelf, cork and dry erase board  
X Misc. office supplies

Liquor Room

2 Bar Storage Shelving

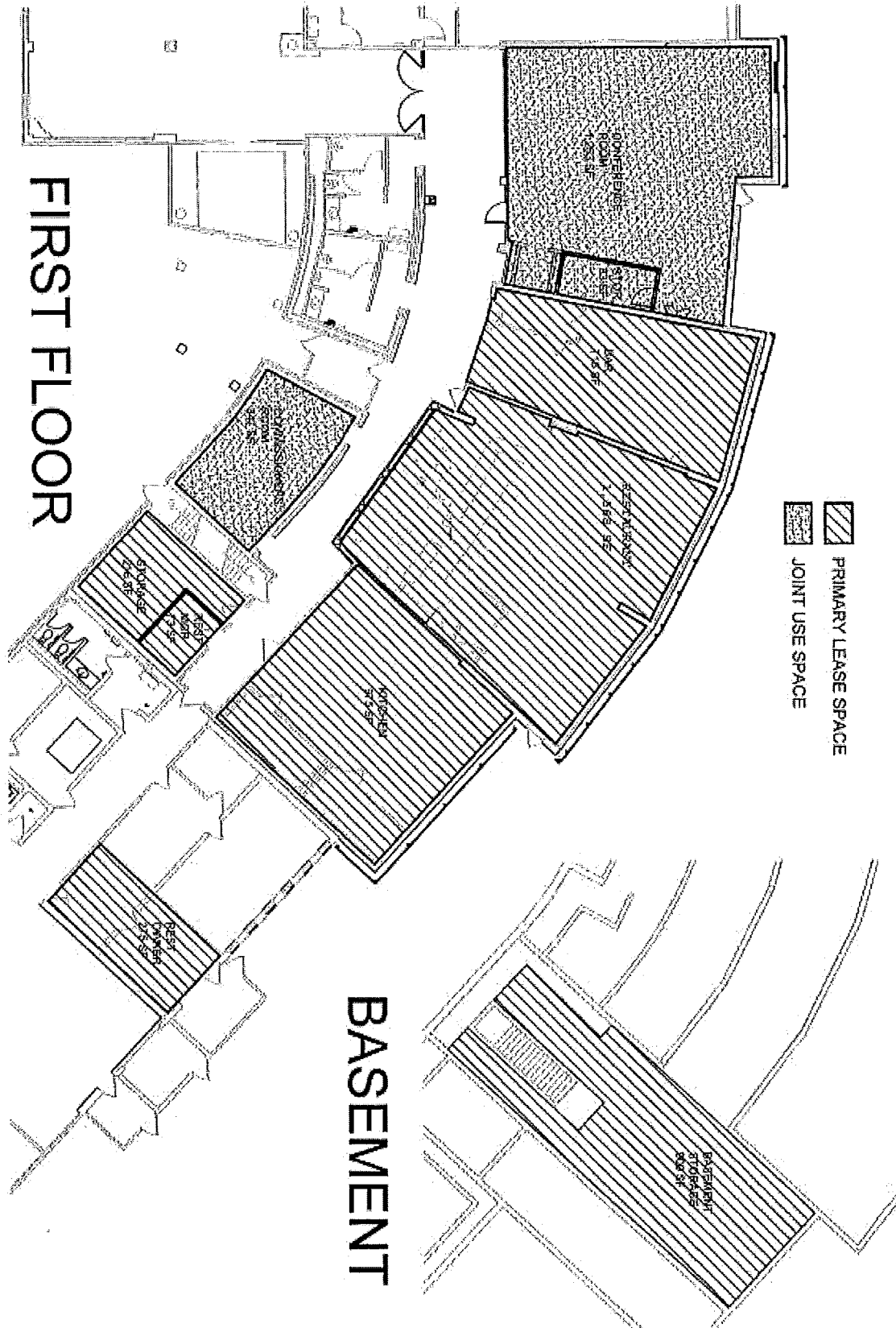
Small Conference Room

8 Wooden tables  
20 Metal/wood chairs

Large Conference Room

4 48" Round table  
1 72" x 30" Rectangle table  
8 48" x 30" table  
83 Wooden chairs  
1 CVRA Podium  
1 Audio/Video rolling cart  
1 Duke 5 well portable buffet 30/125/250V  
1 61" x 30" x 12" 4-shelf metal rack  
2 Vacuum cleaner

# CHIPPEWA VALLEY REGIONAL AIRPORT EXHIBIT "C"



**CHIPPEWA VALLEY REGIONAL AIRPORT**  
**EXHIBIT "D"**  
**GENERAL AIRPORT POLICIES**

1. All loading and unloading of goods, merchandise, supplies and fixtures shall be done only in the areas and through the entrances of the building designated for such purposes.
2. All garbage and refuse shall be stored within the Leased Premises and shall be prepared for collection at a designated area in the manner specified by the Lessor.
3. No aerial shall be erected on the roof or exterior walls of the Leased Premises or airport without, in each instance, the written consent of the Lessor. Any aerial so installed without such written consent shall be subject to removal without notice at any time. Notwithstanding anything herein the contrary the Tenant shall be allowed to install a Satellite Dish in a location mutually agreeable to both parties.
4. No loudspeakers, television sets, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior consent of the Lessor. The Lessor's consent shall not be unreasonably withheld.
5. The Tenant shall not operate in a manner so as to permit the odors (i.e. garbage, usually obvious food odors) of the Tenant's operation to be obvious outside the Premises.
6. No signs or graphics shall be inscribed, attached, affixed or painted on any window or exterior wall without prior written approval of the Lessor. Any such sign or graphic shall be removed by the Tenant at the request of the Lessor. The Lessor's approval shall not be unreasonably withheld.
7. The Tenant shall not install any lighting or plumbing fixtures, shades or awnings, or put any decorations or painting, or build any fences or similar devices on the roof or exterior walls of the airport without prior written approval of the Lessor.
8. The Tenant shall not place anything, including but not limited to merchandise displays, advertisements and signs, in any of the common areas of the airport or the sidewalks adjacent thereto, without prior approval of the Lessor. Subject to reasonable approval from the Lessor, items such as sandwich board/sidewalk style signs may be used on sidewalk in vicinity of restaurant entrance, as well as terminal main entrance.
9. The Tenant shall not hold auction, fire or bankruptcy sales in the airport, on airport property, or within the Premises without the prior consent of the Lessor.
10. The Tenant and all the Tenant employees shall park in an area designated by the Lessor. The Tenant employees will also be required to register for an airport parking permit and must pay the applicable fee if the permit is lost or damaged. The Tenant will be responsible for paying for permits that are not collected from the Tenant employees.

**ADDENDUM NO. 1  
TO  
LEASE CHIPPEWA VALLEY REGIONAL AIRPORT  
RESTAURANT/COCTAIL LOUNGE  
PASSENGER TERMINAL BUILDING**

The Chippewa Valley Regional Airport Commission, organized under the authority of Wis. Stat. § 114.14 and Section 2.05.660 of the Eau Claire County Code of General Ordinances is entering into this Lease consistent with its authority under the above-mentioned sections and on behalf of Eau Claire County, hereinafter referred to as "Lessor" and, Hangar 54 Gill, LLC hereinafter referred to as the "Tenant".

**ARTICLE III  
HOURS OF OPERATION**

The Lessor and the Tenant agree the restaurant and bar shall remain open to the public ~~seven~~ six (76) days per week from the hours of 11:00 a.m. to 9:00 p.m. Monday through Thursday and 11:00 a.m. to 11:00 p.m. Friday and Saturday; ~~and 6 a.m. to 6 p.m. Sunday,~~ Central Standard Time or Daylight Savings Time, whichever is applicable. Hours of operation on holidays may be changed with Airport Manager approval. The Tenant further agrees that during those hours adequate service shall be provided with which to meet the public demand. The Tenant may, if it desires keep its facilities open in excess of the hours stated above with prior approval from the Airport Commission.

The hours of operation of the bar and the sale of beer and alcoholic beverages shall be in accordance with all applicable Wisconsin Statutes, administrative rules and local ordinances and this Agreement shall not be construed as superseding any such statutes, rules or ordinances.


All other terms and conditions contained in the Lease Chippewa Valley Regional Airport Restaurant/Cocktail Lounge Passenger Terminal Building

**CHIPPEWA VALLEY REGIONAL AIRPORT  
COMMISSION (LESSOR) BY:**

  
\_\_\_\_\_  
CHARITY ZICH  
AIRPORT DIRECTOR

1-25-17  
\_\_\_\_\_  
DATE

**HANGAR 54 GRILL, LLC (TENANT) BY:**

  
\_\_\_\_\_  
BOB ADRIAN  
OWNER

1-25-17  
\_\_\_\_\_  
DATE