

AGENDA
Chippewa Valley Regional Airport Commission
Friday, May 15, 2020, 7:30 a.m.
Virtual Meeting via Webex Events

Dial In: 1-415-655-0001
Access Code: 920 676 746

***please remain muted when not speaking**

For those wishing to make public comment, you must e-mail Erin Switzer at admin@chippewavalleyairport.com at least 30 minutes prior to the start of the meeting. You will be called on during the public session to make your comments.

1. Call To Order
2. Confirmation of Meeting Notice
3. Roll Call - Voice
4. Approval of Minutes
 - a. April 17, 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
 - Airport Tenant Operations Update
 - 2019 Annual Report
 - Airport Community Outreach
 1. Discussion/Action

b. Airport Strategic Plan Update/Review

- 2018-2020 Plan Update
- Operational Review

1. Discussion/Action

c. Project Summary – revised CIP in the packet

- AIP 43 Rwy 14/32 Rehabilitation
- AIP 45 Multi-Function Equipment Purchase, Phase I fence design, Taxiway A Lighting Design, Airfield Markings, 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 – FY22
- State Aid 65 Equipment Procurement Project – FY20
- State Aid Equipment Storage Building Addition Project – FY20
- K-Row Hangar Construction Project – FY20

1. Discussion/Action

8. Previous Business: None.

9. New Business:

a. Acceptance of CARES Act Grant Funds

1. Discussion/Action

b. Request to Extend Hangar I-4 Land Lease

1. Discussion/Action

c. Airport Director Performance Evaluation

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, April 17, 2020, 7:30 am Virtual Meeting via Webex Events

MEMBERS PRESENT: Commissioners Rick Bowe, Scott Francis, Bill Hilgedick, Peter Hoeft, Chuck Hull, Bert Moritz and Barry Wells were present via Webex Events virtual meeting.

MEMBERS ABSENT: None

OTHERS PRESENT: Amy Michels-Mead & Hunt, Heather DeLuka-Airport Neighborhood Association, Charity Zich-Airport Director, Todd Norrell-Maintenance Supervisor and Erin Switzer-Administrative Associate were present via Webex Events virtual meeting.

1. **Call to Order:** Chair Bill Hilgedick called the meeting to order at 7:33 am.
2. **Confirmation of Meeting Notice:** The meeting was noticed.
3. **Roll Call:** Commissioners Rick Bowe, Scott Francis, Bill Hilgedick, Peter Hoeft, Chuck Hull, Bert Moritz and Barry Wells were present via Webex Events virtual meeting.
4. **Approval of Minutes:**
 - a. **March 20, 2020 Regular Commission Meeting:**
On a motion by Com. Wells, seconded by Com. Hull, the minutes of the March 20, 2020 meeting were approved as submitted.
(Ayes 7-Nayes 0)
5. **CVRA Finance and Activity Reports:**
 - a. **Expense Vouchers, Credit Card Charges and Financial Report**
 - 2020 Capital Improvement Update: The Airport Director discussed the current status of various capital projects and also discussed the financial impacts that the COVID-19 pandemic has had and will have on the Airport operations.
On a motion by Com. Wells, seconded by Com. Francis, the expense vouchers were approved as submitted.
(Ayes 7-Nayes 0)
 - b. **Key Indicators:**
 - **Airline Operations**
Airline Enplanements are down for the month and for the year. Due to the COVID-19 pandemic, there was over 50% less traffic through the month of March.
 - **Car Rental Operations**
Cars rented are down for the month and up for the year.
 - **Tower Operations**
Tower Operations are down for the month and for the year.

c. Hangar Occupancy:

There are four T-hangars available in the north hangar area.

6. Public Comment Period: None

7. Operational Matters:

a. Airport Operations Report

- **FAA CARES Act Airport Grants:** The Airport Director discussed the FAA CARES Act Airport Grant and provided a link for Frequently Asked Questions.
- **Airport Community Outreach:** The Commission reviewed the Airport Community Outreach opportunities for 2020. The Airport Director noted that many future events have been cancelled. The Chippewa Valley Air Show has not yet been cancelled.

b. Airport Strategic Plan Update/Review: None.

c. Project Summary

- **AIP 43 Rwy 14/32 Rehabilitation:** FY21
- **AIP 45 Multi-Function Equipment Purchase, Phase I fence design and WHA/WHMP FY20:** Multi-Function equipment and pavement markings are out for bid.
- **AIP 46, 47, and 48 Rwy 4/22 and Taxiway A Rehabilitation, ARFF Building Rehab, Master Plan Update FY21:** Projects planned for federal FY21 budget and CY22 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 CY 2023.
- **State Aid 65 Equipment Procurement Project:** Tractor has been ordered with delivery expected soon.
- **State Aid Equipment Storage Building Addition Project:** CBS Squared has been selected as the consultant and the design is in progress.
- **K-Row Hangar Construction Project FY20:** The Airport Director discussed the construction of 2-3 box hangars in the K-Row. The Commission did not feel the optional 3rd hangar was necessary at this time and directed the hangars be constructed without finished restrooms. The plan review and bid process will take place over the next two months.

8. Previous Business:

a. Airport Recognition Program Quarter 1 - 2020 Award:

Commissioners selected Bob Weiss from CVRA as the Quarter 1 - 2020 Recognition Program recipient. Bob was nominated this quarter for going the extra mile.

9. New Business:

- a. **Approval to Proceed with Quote for Installation of Electronic Locks at Car Rental and Main Entrances to the Terminal:** The Airport Director discussed the plan for adding new automatic doors at the Car Rental Entrance as well as the option to add electric locks at the existing main terminal automatic doors.

On a motion by Com. Francis, seconded by Com. Wells, the Commission approved the Quote for Installation of Electronic Locks at Car Rental and Main Entrances to the Terminal

(Ayes 7-Nayes 0)

- b. **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: Consider amendments or changes to commercial contracts or leases with the Chippewa Valley Regional Airport**

On a motion by Com. Francis, seconded by Com. Bowe, the Commission entered into closed session at 8:35 am and will reconvene at 9:15 am on the following Roll Call Vote – Ayes: Com. Bowe, Francis, Hilgedick, Hoeft, Hull, Moritz and Wells; Nayes: None.

The Commission reconvened in open session at 9:15 am.

Commission Chair Hilgedick reported in open session that the Airport Director was directed to offer amendments to certain lease agreements.

10. Discuss Future Agenda Items:

- a. **CARES Act grant**

- 11. Set Future Meeting Dates and Times:** The next Regular Commission Meetings are planned for May 15th and June 19th.

12. Adjournment:

On a motion by Com. Francis, seconded by Com. Wells, the meeting was adjourned at 9:20 am.

(Ayes 7-Nayes 0)

Respectfully Submitted,

Scott Francis, Secretary

April Vouchers for approval May 15, 2020

<i>Bartingale Mechanical</i>	<i>ATCT Boiler Pump Repairs</i>	53515-248	\$419.60
Cintas	Uniforms & Towels	53510-298	\$263.28
<i>Fireline Sprinkler</i>	<i>ATCT install service for replacement air compressor</i>	53515-248	\$360.00
Lakeland Overhead Door	Garage door panel replacements, Airline damaged	53510-248	\$1,461.00
Masters Building Solutions, Inc.	2020 Controls Service Contract	53510-200	\$1,232.50
Mid-State Truck Service	Clutch repairs/replacement RPM Blanchet Snow Blower	53510-241	\$5,027.96
Verizon	Maintenance Super/Fire/Seas Phones, March	53510-226	\$83.63
Xcel Energy	Terminal Gas/Electric - April	53510-222/224	\$8,717.29
<i>Xcel Energy</i>	<i>ATCT Gas/Electric - April</i>	53515-222/224	\$1,387.87
	TOTAL		<u>\$18,953.13</u>

ITALICIZED items = Tower Expenses

April Credit Card Charges

WISCONSIN AIRPORT MGMT	TRAVEL/TRAIN/CONFERENCE	53510-340	-99.00
TRANS DEVELOP ASSN	TRAVEL/TRAIN/CONFERENCE	53510-340	-400.00
FACEBOOK	MARKETING	53510-327	12.81
VOLAIRE AVIATION INC.	Q2 MARKETING	53510-327	300.00
WIL KIL PEST CONTROL	PEST CONTROL NEAR TRASH AREA	53510-246	400.00
ADVANCE MEDIA NEW YORK	MARCH MARKETING	53510-327	950.35
AAAE	MEMBERSHIP	53510-324	275.00
AMAZON MARKETPLACE	BUILDING	53510-248	20.98
NASSCO INC	BUILDING	53510-248	36.98
WALMART.COM	<i>ATCT BUILDING</i>	53515-248	236.29
HANGAR 54 GRILL	MARKETING	53510-327	25.00
GOLD CROSS ANSWERING SERV	TELEPHONE	53510-225	72.25
<i>PER MAR SECURITY</i>	<i>ATCT BUILDING</i>	53515-248	154.86
AMAZON MARKETPLACE	BUILDING	53510-248	50.65
<i>AMAZON MARKETPLACE</i>	<i>ATCT BUILDING</i>	53515-248	50.64
DALCO ENTERPRISES	BUILDING	53510-248	108.84
AMAZON MARKETPLACE	CASE FOR FIRE CELL PHONE	53510-226	17.99
MENARDS EAU CLAIRE WEST	BUILDING	53510-248	7.96
INDEPENDENT FLOORING	BUILDING	53510-248	50.00
<i>FARM & FLT CF</i>	<i>ATCT BUILDING</i>	53515-248	24.99
AMAZON MARKETPLACE	BUILDING	53510-248	-20.85
MENARDS EAU CLAIRE WEST	MARKETING	53510-327	18.99
MENARDS EAU CLAIRE WEST	BUILDING	53510-248	71.51
<i>MENARDS EAU CLAIRE WEST</i>	<i>ATCT BUILDING</i>	53515-248	21.37
TRU LOCK & SECURITY INC	GROUNDS	53510-246	11.95
BLUEGLOBES LLC	AIRFIELD BULBS	53510-246	369.68
ZARNOTH BRUSH WORKS INC	BRUSHES FOR JD SWEEPER	53510-246	1367.10
BOBCAT PLUS - CF	IDLER & BELT FOR TOOLCAT	53510-241	310.91
	TOTAL		<u>\$4,447.25</u>

Chippewa Valley Regional Airport							
2020 BUDGET COMPARISON Estimated April 30, 2020							
#	Item	12 Month Budget 2020	Budget YTD Allocated	Actual as of 4/30/20 (33.33%)	Variance YTD	Balance Remaining For Year	Estimate
Income				33.33%			
41110	Contrib From Eau Claire Cty	\$399,030	\$133,010	\$133,010.00	\$0.00	\$266,020.00	\$399,030
47330	Contrib From Chippewa Cty	\$130,271	\$43,424	\$65,135.50	\$21,711.83	\$65,135.50	\$130,271
Sub-Total Tax Revenue		\$529,301	\$176,433.67	\$198,145.50	\$21,711.83	\$331,155.50	\$529,301
46340-571	Advertising	\$5,000	\$1,667	\$6,854.00	\$5,187.33	(\$1,854.00)	\$6,854
46340-572	Air Terminal	\$115,158	\$38,386	\$36,437.87	(\$1,948.13)	\$78,720.13	\$115,158
46340-573	FAA	\$13,440	\$4,480	\$4,480.00	\$0.00	\$8,960.00	\$13,440
46340-574	FBO	\$126,823	\$42,274	\$30,230.17	(\$12,044.16)	\$96,592.83	\$86,432
43640-575	Fuel Flowage	\$122,100	\$40,700	\$32,215.12	(\$8,484.88)	\$89,884.88	\$60,000
46340-576	Hangars	\$150,143	\$50,048	\$67,876.74	\$17,829.07	\$82,266.26	\$125,000
46340-577	Landing	\$51,381	\$17,127	\$13,197.19	(\$3,929.81)	\$38,183.81	\$45,000
43640-578	Parking	\$150,000	\$50,000	\$47,494.40	(\$2,505.60)	\$102,505.60	\$57,000
46340-579	Rental Cars	\$125,000	\$41,667	\$35,214.46	(\$6,452.21)	\$89,785.54	\$75,778
46340-580	Restaurant	\$24,000	\$8,000	\$6,000.00	(\$2,000.00)	\$18,000.00	\$16,000
46340-581	Tie Downs	\$216	\$72	\$54.00	(\$18.00)	\$162.00	\$216
46340-583	Utility Revs	\$10,000	\$3,333	\$1,102.95	(\$2,230.38)	\$8,897.05	\$10,000
46340-584	Land Lease Revs	\$38,275	\$12,758	\$31,987.02	\$19,228.69	\$6,287.98	\$38,275
46340-586	Vehicle Fuel Reimbursement	\$13,000	\$4,333	\$11,437.56	\$7,104.23	\$1,562.44	\$13,000
Sub-Total Operating Revenue		\$944,536	\$314,845.33	\$324,581.48	\$9,736.15	\$619,954.52	\$662,153
Sub-Total Taxes and Operating Rev.		\$1,473,837.00	\$491,279.00	\$522,726.98	\$31,447.98	\$951,110.02	\$1,191,453.66
46340-601	Other Revenue	\$10,000	\$3,333	\$68.90	(\$3,264.43)	\$9,931.10	\$2,500
46340-582	PFC	\$87,800	\$29,267	\$22,817.17	(\$6,449.50)	\$64,982.83	\$43,900
46340-515	Insurance Refunds	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
43619	Airport Grants	\$0	\$0	\$0.00	\$0.00	\$0.00	\$1,193,570
49210	Transfer Fr. Gen'l Fund	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
49300	Airport Fund Balance Applied	\$435,989	\$145,330	\$0.00	(\$145,329.67)	\$435,989.00	\$0
Sub-Total Other Revenue		\$533,789	\$177,929.67	\$22,886.07	(\$155,043.60)	\$510,902.93	\$1,239,970
TOTAL INCOME		\$2,007,626	\$669,208.67	\$545,613.05	(\$123,595.62)	\$1,462,012.95	\$2,431,424
Expenses							
53510-111	Salary Perm-Regular	\$347,320	\$115,773	\$113,707.67	(\$2,065.66)	\$233,612.33	\$347,320
-112	Salary Perm-OT	\$12,000	\$4,000	\$4,555.06	\$555.06	\$7,444.94	\$12,000
-114	Salary-On Call Pay	\$5,200	\$1,733	\$1,500.00	(\$233.33)	\$3,700.00	\$5,200
-121	Salary Temp Regular	\$6,000	\$2,000	\$3,133.27	\$0.00	\$2,866.73	\$6,000
-141	Board & Comm Per Diem	\$4,000	\$1,333	\$1,395.00	\$61.67	\$2,605.00	\$4,000
-142	Cnty Brd & Comm Mile	\$800	\$267	\$161.26	(\$105.41)	\$638.74	\$800
-150	Health Ins Incentive	\$1,200	\$400	\$400.00	\$0.00	\$800.00	\$1,200
-151	Social Security	\$28,345	\$9,448	\$8,821.38	(\$626.95)	\$19,523.62	\$28,345
-152	Retirement Emplr Share	\$22,566	\$7,522	\$7,593.35	\$71.35	\$14,972.65	\$22,566
-153	HSA Contribution	\$7,000	\$2,333	\$1,450.00	(\$883.33)	\$5,550.00	\$7,000
-154	Hos & Health Ins	\$75,498	\$25,166	\$25,166.00	\$0.00	\$50,332.00	\$75,498
-155	Life Insurance	\$87	\$29	\$35.84	\$6.84	\$51.16	\$87
-158	Unemployment Comp	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
-200	Contract Svcs	\$19,000	\$6,333	\$1,232.50	(\$5,100.83)	\$17,767.50	\$19,000
-212	Attorney Fees	\$6,000	\$2,000	\$0.00	(\$2,000.00)	\$6,000.00	\$6,000
-213	Accounting & Audit	\$5,100	\$1,700	\$0.00	(\$1,700.00)	\$5,100.00	\$5,100
-221	Water & Sewer	\$53,045	\$17,682	\$12,971.20	(\$4,710.47)	\$40,073.80	\$53,045
-222	Electric	\$98,940	\$32,980	\$29,006.96	(\$3,973.04)	\$69,933.04	\$98,940
-224	Gas & Fuel Oil	\$35,000	\$11,667	\$14,632.18	\$2,965.51	\$20,367.82	\$35,000
-225	Telephone	\$3,300	\$1,100	\$368.49	(\$731.51)	\$2,931.51	\$3,300
-226	Cellular Phone	\$1,260	\$0	\$252.67	\$252.67	\$1,007.33	\$1,260
-227	Dataline/Internet	\$500	\$167	\$0.00	(\$166.67)	\$500.00	\$500
-241	Motor Vehicle Maint	\$11,000	\$3,667	\$7,537.82	\$3,871.15	\$3,462.18	\$11,000
-246	Grounds Maint	\$70,000	\$23,333	\$59,519.09	\$36,185.76	\$10,480.91	\$70,000
-248	Building Maint	\$28,000	\$9,333	\$15,557.32	\$6,223.99	\$12,442.68	\$28,000
-249	Service on Machines	\$500	\$167	\$0.00	(\$166.67)	\$500.00	\$500
-297	Refuse Collection	\$1,600	\$533	\$1,344.20	\$810.87	\$255.80	\$1,600
-298	Laundry Services	\$2,000	\$667	\$1,044.65	\$377.98	\$955.35	\$3,500
-299	Sundry Contract Services	\$1,000	\$333	\$0.00	\$0.00	\$0.00	\$1,000
-310	Office Supplies	\$600	\$200	\$63.17	(\$136.83)	\$536.83	\$600
-311	Postage and Box Rent	\$600	\$200	\$0.00	(\$200.00)	\$600.00	\$600
-313	Printing & Dup	\$750	\$250	\$140.01	(\$109.99)	\$609.99	\$750
-320	Ref Materials	\$500	\$167	\$83.00	(\$83.67)	\$417.00	\$500
-321	Publish Legal Notices	\$200	\$67	\$0.00	(\$66.67)	\$200.00	\$200
-324	Membership Dues	\$4,000	\$1,333	\$2,687.00	\$1,353.67	\$1,313.00	\$4,000

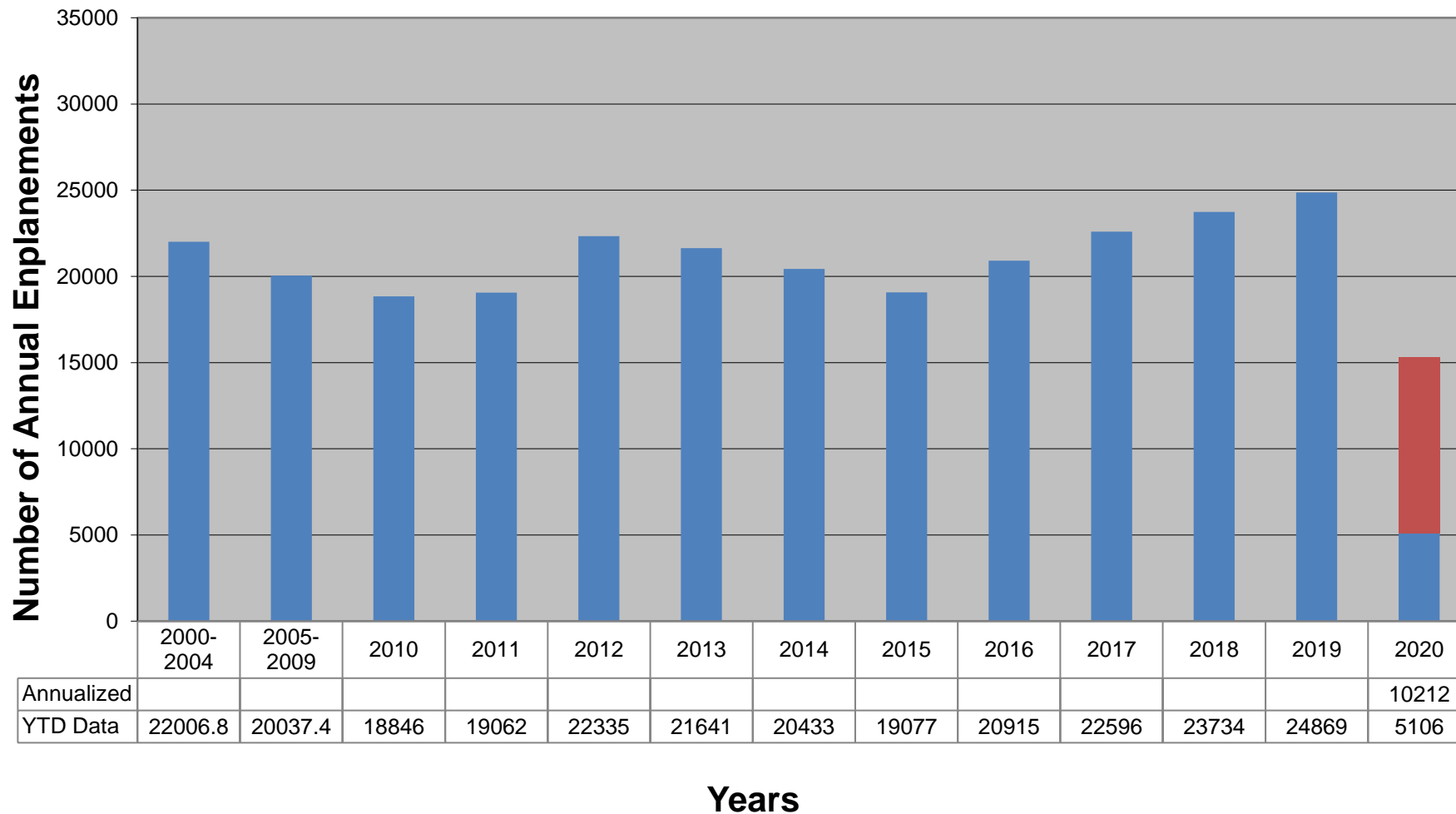
#	Item	12 Month Budget 2020	Budget YTD Allocated	Actual as of 4/30/20 (33.33%)	Variance YTD	Balance Remaining For Year	Estimate
-327	Marketing	\$55,000	\$18,333	\$12,813.44	(\$5,519.89)	\$42,186.56	\$55,000
-328	Airline Recruitment	\$15,000	\$5,000	\$250.00	(\$4,750.00)	\$14,750.00	\$15,000
-340	Travel-Train, Conf & Misc.	\$12,000	\$4,000	\$2,274.96	(\$1,725.04)	\$9,725.04	\$12,000
-366	Fire fight supplies	\$4,500	\$1,500	\$0.00	(\$1,500.00)	\$4,500.00	\$4,500
-377	Vehicle Fuel	\$32,000	\$10,667	\$18,035.94	\$7,369.27	\$13,964.06	\$32,000
-510	Insurance	\$58,400	\$19,467	\$28,130.50	\$8,663.83	\$30,269.50	\$58,400
-515	Insurance Claims	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
-615	Special Assessment	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
-813	Office Equipment	\$1,500	\$500	\$424.79	(\$75.21)	\$1,075.21	\$1,500
Sub-Total Operating Expense		\$1,031,311.00	\$343,350.33	\$376,288.72	\$32,938.39	\$655,022.28	\$1,032,811.00
53515-221	ATCT Water-Sewer-Strmwtr	\$1,030	\$343	\$235.62	(\$107.71)	\$794.38	\$1,030
-222	ATCT Electricity	\$15,300	\$5,100	\$5,057.49	(\$42.51)	\$10,242.51	\$15,300
-224	ATCT Gas & Fuel Oil	\$4,000	\$1,333	\$1,134.23	(\$199.10)	\$2,865.77	\$4,000
-225	ATCT Telephone	\$1,500	\$500	\$0.00	(\$500.00)	\$1,500.00	\$1,500
-248	ATCT Building Maintenance	\$15,000	\$5,000	\$2,200.93	(\$2,799.07)	\$12,799.07	\$15,000
Sub-Total Tower Expense		\$36,830	\$12,276.67	\$8,628.27	(\$3,648.40)	\$28,201.73	\$36,830
53610-810	Capital Equipment	\$75,000	\$25,000	\$28,500.00	\$3,500.00	\$46,500.00	\$71,906
-820	Capital Improvement	\$495,000	\$165,000	\$2,802.05	(\$162,197.95)	\$492,197.95	\$512,040
-829	Other Capital Improvement	\$245,556	\$81,852	(\$300,000.00)	(\$381,852.00)	\$545,556.00	-\$60,342
58102-613	Principal/Trust Fund	\$109,420	\$36,473	\$109,420.00	\$72,946.67	\$0.00	\$109,420
58202-613	Interest/Trust Fund	\$14,509	\$4,836	\$14,509.00	\$9,672.67	\$0.00	\$14,509
Sub-Total Capital Expense		\$939,485	\$313,161.67	(\$144,768.95)	(\$457,930.62)	\$1,084,253.95	\$647,533
TOTAL EXPENSE		\$2,007,626	\$668,788.67	\$240,148.04	(\$428,640.63)	\$1,767,477.96	\$1,717,174
NET OPERATING INCOME		\$0	\$420	\$305,465.01		(\$305,465.01)	\$714,250
Cash Balance							
	Per 2014 Audit Report	\$666,546					
	Per 2015 Audit Report	\$618,157					
	Per 2016 Audit Report	\$945,242					
	Per 2017 Audit Report	\$980,620					
	Per 2018 Audit Report	\$975,882					
	2019 Estimate	1,471,296					

Chippewa Valley Regional Airport
Traffic Statistics
 April 2020

<i>AIRLINE PASSENGERS</i>	Month		% Diff.	Year to date		% Diff.
	2020	2019		2020	2019	
UNITED Enplaned	61	1707	-96%	4427	6848	-35%
CHARTERS Enplaned				<u>679</u>	<u>806</u>	-16%
Total Enplaned				5106	7654	-33%
UNITED Deplaned	72	1707	-96%	4409	6440	-32%
CHARTERS Deplaned				<u>679</u>	<u>806</u>	-16%
Total Deplaned				5088	7246	-30%
Total Enplaned/Deplaned	133	3414	-96%	10194	14900	-32%
UA Departure Load Factor	2%	61%		40%	63%	
UA Arrival Load Factor	2%	61%		36%	59%	
<i>UNITED PERFORMANCE</i>	2020	2019		2020	2019	
Scheduled Flights/Landings	60	60	0%	241	240	0%
Canceled Flights						
Xnld for Wx	2	4		6	24	
Xnld for Mx	0	0		0	1	
Xnld Other	<u>0</u>	<u>0</u>		<u>3</u>	<u>0</u>	
Total	2	4	-50%	9	25	-64%
Total Landings	58	56	4%	232	215	8%
	2020	2019		2020	2019	
<u>EAU Arrival</u>						
Completion Factor	97%	93%		96%	89%	
OnTime %	95%	72%		83%	65%	
<u>EAU Departure</u>						
Completion Factor	97%	93%		95%	90%	
OnTime %	93%	73%		85%	73%	
<u>ORD Arrival</u>						
Completion Factor	97%	93%		95%	90%	
OnTime %	96%	78%		86%	72%	

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 *	No flights available	No flights available	\$1,560	No flights available	No flights available	No flights available	No flights available	No flights available	No flights available
MCO - Orlando *	<u>\$466</u>	\$396	\$373	<u>\$431</u>	\$422	\$351	<u>\$331</u>	\$360	No flights available
PHX - Phoenix *	\$681	\$476	\$481	\$628	\$487	No flights available	\$512	\$377	\$355

	5/15-5/17			5/22-5/24			5/29-5/31		
ORD - Chicago **	<u>\$214</u>	\$405	\$302	<u>\$214</u>	\$369	\$222	<u>\$214</u>	\$336	\$222
DEN - Denver **	\$791	\$617	\$366	No flights available	\$569	\$385	No flights available	\$831	\$367
LAS - Las Vegas **	<u>\$466</u>	\$416	\$371	<u>\$366</u>	\$356	\$432	\$321	\$446	No flights available
EWR - Newark **	\$656	\$847	\$496	<u>\$521</u>	\$648	\$496	\$532	\$522	\$381
IAD - Washington Dulles **	\$853	\$618	\$466	\$652	\$400	\$431	\$486	\$365	\$326

5/12-5/14

5/19-5/21

5/26-5/28

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

5/6/20

Number of Cars Rented

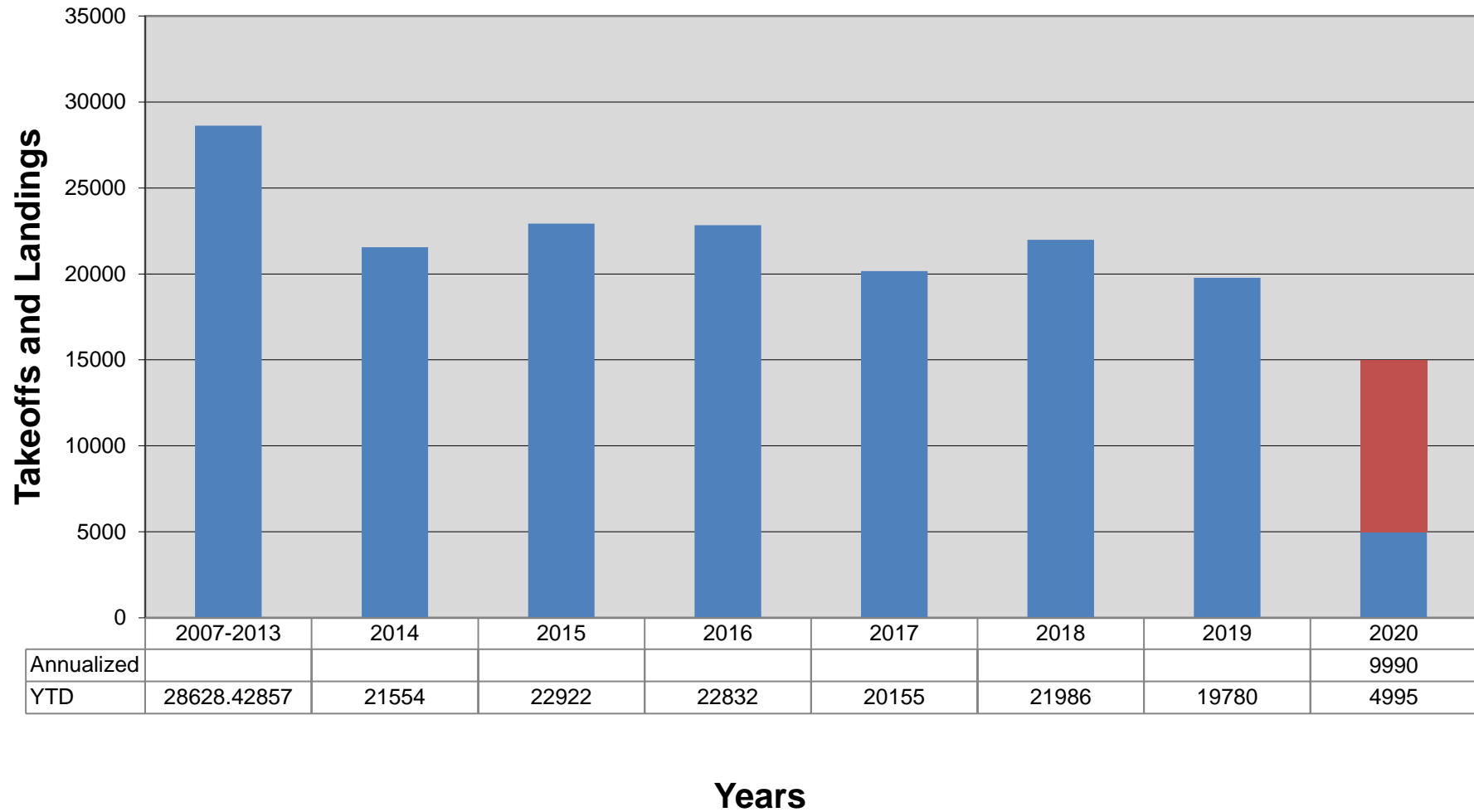
	<u>2020</u>	<u>2019</u>	
January	515	345	49%
February	472	361	31%
March	358	433	-17%
April	104	455	-77% No Hertz
May		533	-100%
June		622	-100%
July		690	-100%
August		703	-100%
September		617	-100%
October		553	-100%
November		509	-100%
December		518	-100%
YTD	1449	1594	-9%

Agenda Item 5b

Chippewa Valley Regional Airport
Air Traffic Operations Statistics
 April 2020

		Month		% Diff.	Year to date		% Diff.
		2020	2019		2020	2019	
Itinerant	Air Carrier	0	4	-100%	14	9	56%
	Commuter/ Air Taxi	180	212	-15%	694	780	-11%
	GA	540	1003	-46%	3129	3652	-14%
Local	Military	17	17	0%	112	74	51%
	GA	188	240	-22%	1040	1086	-4%
	Military	<u>2</u>	<u>2</u>	0%	<u>6</u>	<u>20</u>	-70%
TOTAL		927	1478	-37%	4995	5621	-11%

Chippewa Valley Regional Airport Annual Air Traffic Control Tower Operations





Chippewa Valley
REGIONAL AIRPORT

CY2019 ANNUAL REPORT

Vision

The Chippewa Valley Regional Airport will provide our users with a safe, efficient and welcoming operation while striving to meet the current and future needs of the community we serve, by ensuring the Chippewa Valley is connected to the world.

2019 Accomplishments

Commercial Airline Service

Scheduled daily airline operations at the Chippewa Valley Regional Airport (CVRA) are provided by United Express with service to Chicago O'Hare. Daily service to Chicago allows travelers to connect on more than 500 flights per day to over 130 destinations. Local travelers were also able to take advantage of multiple scheduled charter opportunities in 2018 with flights to Laughlin and Wendover, Nevada. These flights are very popular with area leisure travelers.

Annual revenue passenger enplanements/deplanements for 2019 increased by 4% to 49,313 compared to 47,262 in 2018. While the airport continued to experience passenger growth in 2019, just 6% of area travelers choose to start their travel from the Chippewa Valley Regional Airport. CVRA could support several more flights per day with just 20-30% of the tickets sold in our area traveling local.

In an effort to continue to increase ridership to the level where additional service could be added, Airport marketing efforts continue to focus on public education of local airline service and reminding travelers to consider the full cost of travel when making their travel decisions. The focus of marketing dollars has been on digital marketing campaigns which provide the most information on interaction with our advertising and allows us to target those who are identified as interested in travel. Our message continues to remind travelers to consider additional expenses, including parking and driving, when traveling to another airport.

CVRA has provided multiple opportunities for local residents to enroll in the TSA Pre-Check program over the past several years and those opportunities continued in 2019. TSA Pre-Check is an expedited screening program for low risk travelers available at most US airports. Area residents would normally have to travel to Minneapolis-St. Paul to enroll in the program so the local enrollment opportunities are a significant time saver for residents of the Chippewa Valley.

General Aviation

The Air Traffic Control Tower at CVRA recorded 19,780 total aircraft operations in its thirteenth year of operation. The aircraft operations include airline and general aviation takeoffs and landings during the tower hours of operation which are 5:30 a.m. to 8:30 p.m. Additional aircraft operations occur outside the tower hours but there is no mechanism to count that traffic.

Airport hangars continue to have a high rate of occupancy with 54 of 61 hangars rented. Additional demand continues to exist for larger aircraft storage and future airport budgets will attempt to address that demand.

The airports fixed base operator (FBO), Hawthorne Aviation, continues to provide essential services for general and corporate aviation including flight instruction, aircraft rental, fueling, heated hangar rental and on demand business and medical charters. Total gallons of fuel delivered to the airport in 2019 was 1,672,557. The Chippewa Valley Regional Airport is one of just five airports in the state to have over 1,500,000 gallons of fuel sold per year.

Airport Partners

Airport partner businesses also continued to be well utilized in 2019. Cars rented at the airport increased by 27% year over year, which resulted in another increase in concession fee revenue over the prior year. Two new car rental options have been added since 2016, in 2018 Avis/Budget became a corporate location and in 2019 Hertz car rental became a corporate location. These three changes along with increased passenger traffic have led to increased revenue for the airport.

Hangar 54 Grill is a full-service restaurant and bar that opened at the airport in 2016. Hangar 54 also manages the meeting room space at the airport and has been helpful with space utilization for local organizations like the Airport Neighborhood Association. The restaurant continues to be very successful and is an asset welcomed by both Airport users and the community.

Airport Capital Improvements

Construction on the rehabilitation of Runway 14/32 started in 2019 and will be completed in 2020. Construction consisted of complete replacement of about 900' of the 5,000' runway and rehabilitation and remarking of the remainder of the pavement. The pavement sections that were replaced were meant to be temporary and have far exceeded their useful life.

Efforts also began in 2019 and will continue into 2020 on the following federal projects: design of taxiway A north lighting replacement; phase I design of wildlife fence; design of Aircraft Rescue and Firefighting building replacement; design and construction of airfield marking replacement; design and bid of new airport snow removal equipment. Several state aid projects also started in 2019 and will continue in 2020: snow removal equipment replacement; mower replacement; and addition to the airport maintenance building.

Federally funded projects have approximately 90% of the federal funds coming from the Federal Aviation Administration Airport Improvement Program (AIP) through the Airport and Airway Trust Fund (AATF). The AATF provides funding for the federal commitment to the nation's aviation system through several aviation-related excise taxes. Funding currently comes from collections related to passenger tickets, passenger flight segments, international arrivals/departures, cargo waybills, aviation fuels, and frequent flyer mile awards from non-airline sources like credit cards. A portion of the remaining project funds come from state funding which is primarily user fee funded. Local project commitments are funded with existing airport funds. **No new tax levy dollars are requested for projects.**

Alignment with Strategic Plan

Ensure Financial Stability.	Innovate and adapt.	Improve Collaboration
The Airport is aggressively pursuing state and federal aid for airport development projects to minimize the local expenses of improving the airport.	Increase utilization of on-call staff to support short term staffing needs instead of following the traditional model of hiring full-time or part-time employees.	Monitor highway and courthouse facility planning to see if there are opportunities to partner to meet airport facility needs.
New hangar construction will lead to additional airport revenue and increased utilization of airport facilities.	Capitalize on opportunities to contract service to provide a better customer experience.	Pursue other opportunities to collaborate with other County departments to minimize expenses.

2020 Future Opportunities/Challenges

Recovery from traffic losses due to the COVID-19 pandemic will be a major challenge for the airport and airport commercial businesses, likely for the next several years. The Coronavirus Aid, Relief, and Economic Security (CARES) Act (H.R. 748, Public Law 116-136) (PDF), signed into law by the President on March 27, 2020, includes funds to be awarded as economic relief to eligible U.S. airports affected by the prevention of, preparation for, and response to the COVID-19 pandemic. We will explore every opportunity to best utilize the CARES Act dollars available to the Chippewa Valley Regional Airport to combat the negative effects of the pandemic on airport businesses and airport revenue.

Airport marketing and public relations will become even more important as we try to recover from COVID-19 related traffic losses. We will continue to use digital and social media marketing campaigns to target an audience who has indicated an interest in travel instead of just broadcasting to all audiences including those who have no interest in travel. Public outreach opportunities may be slow to return in 2020 but we will capitalize on those opportunities as they become available.

Planning and design will continue for several important federally funded projects in 2020 including rehabilitation of the main airport runway and associated taxiway pavement and taxiway lighting; replacement of the aircraft rescue and firefighting building; an update to the airport master plan; and replacement of the airport perimeter fence with a wildlife fence.

The Airport Commission 2 year strategic plan will need to be updated in 2020.

Commercial Airline Service

The Chippewa Valley Regional Airport provides support for commercial air service operations. The commercial air service program includes everything having to do with facilitating, serving and maintaining commercial air service, including Aircraft Rescue and Firefighting, Federal Aviation Administration Airport Certification, Transportation Security Administration Airport Security Program, air service marketing and public relations, facilities and maintenance for the airfield, terminal building, air traffic control tower, parking lot and entrance road.

OUTPUTS	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Number of passenger enplanements/deplanements	38,189	41,494	44,920	47,262	49,313
Number of community presentations	64	81	78	60	48
OUTCOMES	<u>Benchmark</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
80% of commercial passengers will report being satisfied or extremely satisfied with the airport controlled metrics on a customer satisfaction survey administered randomly.	80%	83%	87%	85%	82%
Maintain percentage change in passenger enplanements at a level equal to or greater than the percentage change in the state average of area airports.	4%	9%	8%	5%	4%
Commercial air service will be promoted in the community 50 times throughout the year.	50 or more	81	78	60	48

General Aviation

The Chippewa Valley Regional Airport provides the infrastructure necessary to facilitate general/corporate aviation operations. Examples: facilities and maintenance for the airfield, hangars, FBO facilities, air traffic control tower, parking lot and entrance road.

OUTPUTS	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Number of hangars rented for airport:	51 of 51	48 of 51	48 of 51	53 of 61	54 of 61
Aircraft Operations:	22,922	22,832	20,155	21,986	19,780
Gallons of Fuel:	1,766,961	1,664,426	1,559,984	1,736,335	1,672,577
OUTCOMES	<u>Benchmark</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
85% of airport owned hangars will be rented.	85%	96%	94%	87%	89%
Maintain percentage change of aircraft operations at a level equal to or greater than the change in the state average.	-8%	0%	-12%	9%	-10%

80% of general aviation users will report being satisfied or extremely satisfied with the overall airport experience on a customer satisfaction survey administered randomly.	80%	93%	100%	88%	93%
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Airport Partners

The Chippewa Valley Regional Airport provides the infrastructure necessary to facilitate airport partner businesses including car rentals, restaurant, and other miscellaneous non-aviation space rentals, including facilities and maintenance for the terminal building, parking lot and entrance road.

OUTPUTS	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Percentage of terminal space rented that is available to airport partners	87%	100%	100%	100%	100%
Car rental concession fee revenue	\$75,056	\$90,065	\$106,960	\$120,594	\$132,956
OUTCOMES	<u>Benchmark</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
70% of total space available for rental to airport partners will be rented during the year.	70%	100.0%	100.0%	100.0%	100.0%
The current year concession fee earned from car rentals will be greater than or equal to the prior year.	\$120,594	\$90,065	\$106,960	\$120,594	\$132,956

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
9. Apr 1 – Airport Newsletter
10. Apr 15 – WEAU/WQOW CARES Act Information
11. May 7 – WEAU Airport Traffic Information

Upcoming Events

- May 21, 2020: Menomonie Sunrise Rotary via ZOOM
- 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>
Airport Security	Annual	May-20	<ul style="list-style-type: none"> - An Opticom sensor was recently placed on the FBO/firestation gate to allow emergency responders after-hours access to the airport. Additional sensors should be considered when the gate operators are replaced. - The tower camera and door access system will be networked with the terminal sometime this year.
Perimeter Fence	Annual		
Technology	Annual		
Fire Station	Annual	Jun-20	
Maintenance Shop Maintenance	Annual		No action items were taken on this operational review.
Airline PFC's	Annual		
PFC Application			
PFC Rate			

**CVRA Strategic Plan
May 2020 Operational Review**

Airport Security

- The airport maintains a security plan in accordance with the Transportation Security Regulations.
- TSA regulated airports are required to have an Airport Security Coordinator available 24/7. The Airport Director, Maintenance Supervisor, one Maintenance person and the Airport Office Associate are currently trained as Airport Security Coordinators.

Perimeter Fence

- The perimeter fence is currently 6' high in most locations.
- A previous Wildlife Hazard Assessment by the USDA indicated the need to increase the height of the perimeter fence and keep wildlife habitat (trees) as far away from the perimeter fence as possible. A new Wildlife Hazard Assessment and Wildlife Management Plan will be started under an FAA grant later this year.
- Currently our capital improvement plan includes a project to increase the height of the fence to 10'. This project will likely include burying 2' of fence to prevent digging under the fence.
- When the fence is replaced, we will plan to put in a card access system at all gates and remove code/remote access.
- Several of our gates and gate operators are also in need of replacement which will happen when the fence is replaced.
- The fence replacement project is estimated at \$1 million+ and is currently planned for 2022 as an FAA funded project.

Technology

- The airport terminal and firestation have been networked with Eau Claire County for several years. The necessary fiber connection was recently installed to provide the ATCT with access to the county network.
- Airport camera systems are operated on Eau Claire County platforms which saves the airport money by not requiring us to maintain our own server. We also researched putting the terminal card access system on the county program but the expense was greater than the cost of maintaining/replacing our own equipment.
- The Tower door access system was brought online with the terminal door access control system in early 2019 eliminating the need to maintain two different systems.
- Eau Claire County is on a five year replacement plan for office computers and the airport follows that plan.
- Much of the equipment in the terminal and the tower that were installed with projects are starting to get dated and need replacement. We need to budget annually to be constantly upgrading software, servers, cameras, etc.

Application for Federal Assistance SF-424

Agenda Item 9a

<p>*1. Type of Submission:</p> <p><input type="checkbox"/> Preapplication</p> <p><input checked="" type="checkbox"/> Application</p> <p><input type="checkbox"/> Changed/Corrected Application</p>	<p>*2. Type of Application * If Revision, select appropriate letter(s):</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Continuation *Other (Specify)</p> <p><input type="checkbox"/> Revision _____</p>
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<p>*3. Date Received:</p> <p>NA</p>	<p>4. Applicant Identifier:</p> <p>EAU (Chippewa Valley Regional) Eau Claire, WI</p>
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<p>*5b. Federal Entity Identifier:</p> <p>550019</p>	<p>*5b. Federal Award Identifier:</p>
--	---------------------------------------

State Use Only:

<p>6. Date Received by State:</p>	<p>7. State Application Identifier:</p>
-----------------------------------	---

8. APPLICANT INFORMATION:

*a. Legal Name: County of Eau Claire

<p>*b. Employer/Taxpayer Identification Number (EIN/TIN):</p> <p>39-6005694</p>	<p>*c. Organizational DUNS:</p> <p>80-698-9513</p>
---	--

d. Address:

*Street 1: _____

Street 2: _____

*City: EAU CLAIRE

County: _____

*State: WI

Province: _____

*Country: USA: United States

*Zip / Postal Code: _____

e. Organizational Unit:

<p>Department Name:</p>	<p>Division Name:</p>
-------------------------	-----------------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: _____ *First Name: Charity

Middle Name: _____

*Last Name: Zich

Suffix: _____

Title: Airport Director

Organizational Affiliation:

*Telephone Number: 715-839-6241 Fax Number:

*Email: charity.zich@chippewavalleyairport.com

Application for Federal Assistance SF-424

Agenda Item 9a

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106 _____

CFDA Title:

Airport Program

***12. Funding Opportunity Number:**

NA _____

*Title:

NA _____

13. Competition Identification Number:

NA _____

Title:

NA _____

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

Any purpose for which airport funds may be lawfully used, as found in the Office of Airports Revenue Use Policy, except airport development or land acquisition.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Agenda Item 9a

16. Congressional Districts Of:

*a. Applicant: 3

*b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: NA

*b. End Date: NA

18. Estimated Funding (\$):

*a. Federal	_____	\$4,301,292.
*b. Applicant	_____	\$0
*c. State	_____	\$0
*d. Local	_____	\$0
*e. Other	_____	\$0
*f. Program Income	_____	\$0
*g. TOTAL	_____	\$4,301,292.

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on ____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Charity

Middle Name: _____

*Last Name: Zich

Suffix: _____

*Title: Airport Director

*Telephone Number: 715-839-6241

Fax Number:

* Email: charity.zich@chippewavalleyairport.com

*Signature of Authorized Representative:

*Date Signed:

May 4, 2020

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

RE: Hangar I-4 Land Lease

Charity,

Please accept this as a written request to extend my current land lease on Hangar I-4.

My current lease is set to expire September 30, 2030. When I purchased my hangar in October of 2014, I had transferred the previous owner's lease over to my name. At that time I was offered a 30 year lease option at the current market value.

It is my understanding the rules have changed in the past few years in that you are now offering lease extensions in exchange for monetary upgrades and improvements to the building.

I have made the following improvement to my hangar:

- Replaces one wall with plywood and wall cabinets	\$3,000
- Installed a 250,000 BTU natural gas Modine heater	\$1,700
- Installed new concrete apron and parking area	\$4,800
- Installed a Schweiss Insulated bi-fold door	\$25,000
- Cleaned and painted concrete floor	\$11,000
- Installed new overhead garage door with opener	\$1,600
- Installed 9 high bay LED light fixtures	\$2,400
- Installed new 4' pedestrian door	<u>\$500</u>
Total Improvement value	\$50,000

I would like to request an extension to my current land lease to expire December 31, 2050. This request is based on the new lease rules and the amount of monetary value I have put into I-4. I understand the lease extension would be charged at the current market value.

Thank you for your consideration.

Jeff Husby
 Owner



To: Chippewa Valley Regional Airport Commission

From: Charity Zich, Airport Director

Date: May 11, 2020

RE: Land Lease Extension Request for Hangar I4

My recommendation is that you support an extension of the land lease for hangar I-4 to April 30, 2040 instead of the request by Mr. Husby to extend the lease to December 31, 2050. The following information is in support of my recommendation.

All land leases at the Chippewa Valley Regional Airport are 40 year leases with reversion clauses that state the hangar reverts to airport ownership at the end of the lease. This is consistent with Federal Aviation Administration (FAA) standards and should be the same terms you would find at any federally obligated airport. The FAA considers any lease term beyond 40 years to be an encumbrance that could deprive the Airport of control or possession of the land and therefore interfere with the ability to operate the Airport. Most Airports do not extend land leases beyond the original 40-year term, but the Chippewa Valley Regional Airport Commission previously created land lease guidelines that allow for the extension of land leases beyond the original term provided certain conditions are met.

The current economics of land leases are such that the airport at best breaks even for the original 40-year term of the lease and only begins to generate revenue that exceeds expenses after the hangar ownership reverts back to the airport. Here is an example of typical land lease financials:

Between stormwater payments to the City and plowing snow for a private hangar, the airport expense is approximately \$250/yr. per hangar. The cost of non-FAA eligible pavement is approximately \$450/yr. per hangar when divided up amongst each hangar in the row. That's \$700/yr. in just those three expenses, not including everything else that goes into maintaining the areas that service the hangars and allow aircraft to operate on the airport (gates, access roads, runways, taxiways, etc.). When you do the math on the first 30 years of a land lease, the airport collects \$9,300 in land lease payments and spends over \$21,000.

The original DARREL W. GIBSON lease was transferred from Mr. William A. Kopp to Mr. Jeff Husby in September 2014. Mr. Husby was offered an extension of the land lease at that time in exchange for signing a new lease with current lease terms including the current land lease rate and he declined. At that time he was reminded that the existing lease would expire on the 30th day of September 2030 and there was no guarantee that the Airport Commission would consider extension of the lease at any time in the future.

Revisions were made to the land lease guidelines in 2015 and 2019 and the most current land lease guidelines are included in the packet. The current version of the land lease guidelines requires that

any additional term be made in exchange for additional investment in the hangar and that the investments be agreed upon in advance. There was no advance agreement of additional term for improvements made to Mr. Husby's hangar, so one could argue that there is no arrangement to be made for an extension of the lease. Instead, Mr. Husby was offered a lease with terms consistent with what would be offered to someone who had agreed upon investments in advance. The lease offered to Mr. Husby is included in the packet and is my recommendation for approval.

In my communication with Mr. Husby I explained that the life and the value of the investment needed to be greater than the additional term being offered and that it was not the intent to extend the land leases beyond a one-time additional 20 year term which would include any remaining term on the existing lease. In my assessment, the only investment made by Mr. Husby that could reasonably be expected to exceed the value and life of the additional 20 year term was the bi-fold door which was installed in 2016 and is going on 5 years old. Mr. Husby does not agree with my assessment and wished to pursue a request of additional term with the Airport Commission.

**LAND LEASE FOR THE PURPOSE OF
PRIVATE HANGAR OWNERSHIP AT THE
CHIPPEWA VALLEY REGIONAL AIRPORT**

This, Lease, entered into by and between the Chippewa Valley Regional Airport Commission, hereinafter referred to as the Lessor and Heartland Flyers, LLC, C/O Jeff Husby, hereinafter referred to as the Lessee.

WHEREAS, the land lease for Hangar I-4 originally commenced on October 1, 1990 with a forty (40) year term;

WHEREAS, the Lessee purchased the hangar in September 2014 and the original land lease was transferred to the Lessee via a letter from the Lessor to the Lessee on September 24, 2014;

WHEREAS, the Lessee has requested an extension to the term of the land lease in exchange for improvements made to the hangar facility including, but not limited to, the replacement of the bi-fold door in 2016 at the cost of \$25,000;

WHEREAS, the Lessor’s current land lease guidelines allow for a one-time extension of a land lease in exchange for signing a new lease agreement and making improvements to the hangar;

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and documents herein contained, the Lessee does hereby lease from the Lessor and the Lessor does hereby grant, demise and lease to the Lessee the following described property on and to the airport upon the following terms and conditions;

1. PROPERTY DESCRIPTION. The Lessor does hereby grant, demise and lease unto Lessee the following described tract of land at said airport with respect to which Lessee is to have for the term of this Lease described as follows: (See Exhibit “A” North Hangars site plan Revised May 13, 2019)

I-4 lease lot size is 60’ x 60’.

2. CONSTRUCTION. The Lessee shall have the right to erect, repair, replace, maintain and alter buildings or structures upon the leased premises, providing such buildings or structures conform to the state building code, zoning heights requirements and pertinent provisions of any local ordinance in effect and providing all plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction including exterior color. In addition, all landscaping plans shall be reviewed and approved in writing by the Lessor prior to construction. Lessee shall pay all costs involved in acquiring utilities from the available source. Locations of lines and poles shall be approved by the Lessor in advance.

3. TERM. The term of this Lease shall be for a period commencing on May 1, 2020 through April 30, 2040. The land lease for this hangar that commenced on October 1, 1990 and ran through September 30, 2030, and any subsequent addendums to that lease are hereby terminated and the terms of this lease shall be the controlling document with regards to the lease between the parties

for the I-4 hangar described in Section 1 of this lease.

4. RENT. The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of \$0.322 per square foot or \$1,159.20 payable on May 1 each year. Rent already paid in 2020 under a prior land lease will be subtracted from the annual rent due on May 1, 2020. At the end of each year, rent shall be adjusted to the then current rates established by the Commission.

5. NON-EXCLUSIVE USE. The Lessee shall have the right to the non-exclusive use, in common with others of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store subject to the approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft; the right to ingress to and egress from the demised premises, which right shall extend to Lessee's employees, guests, and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

6. NON-DISCRIMINATION CLAUSE. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, creed, color, sex, national origin, or ancestry, disability as defined in Section 504 and the Americans with Disabilities Act (ADA), arrest or conviction record (consistent with s. 111.32 s. HSS 83.12(3), and s. HSS 83.13(6), sexual orientation, political affiliation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.

7. LAWS AND REGULATIONS. The Lessee agrees to observe and obey during the terms of this Lease all laws, ordinances, rules, and regulations, including minimum standards ordinances promulgated and enforced by the Lessor, and by other property authorities having jurisdiction over the conduct of operations at the airport.

8. LAW APPLIED. 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.

9. INSURANCE. The Lessee agrees to indemnify and hold harmless the Lessor, its employees and its agents from any and all liabilities, costs and expenses for loss or damage to the property and injury to or the death of any person, by whomever sustained, which may occur on the leased premises or which may be occasioned by, any actions of the Lessee, its employees or agent.

Public liability insurance procured from a reputable company authorized to do business in Wisconsin, covering both personal injury and property damage shall be carried by Lessee for each airplane housed in said hangar. Such insurance shall be in limits of at least \$1,000,000.00 combined single limit Bodily Injury Property Damage or split limit of \$1,000,000.00 Bodily Injury/\$1,000,000.00 Property Damage.

10. MAINTENANCE. The Lessee will maintain the structures and facilities occupied by it and the surrounding premises in good order and make such repairs as are necessary. In the event of fire

or any other casualty to structures and facilities owned by the Lessee, the Lessee may repair or replace structure or facility, or remove the damaged property and restore the leased area to its original condition; such action shall be accomplished within ninety (90) days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

11. USE. The Lessee shall use the leased premises exclusively for the storage of aircraft owned or leased and operated by the Lessee and the necessary tools, equipment, and parts acquired for the service of said aircraft. Storage of any items in the leased premises must be consistent with the FAA policy on use of hangars at obligated airports.

No equipment shall be stored outside of the premises. Lessee shall not perform any acts or carry on any practices which might damage the premises or be a nuisance to other Lessees at the airport and shall keep the premises under its control clean and free from rubbish and trash at all times. Specifically, Lessee shall not store any combustible materials on or about the premises other than the usual oil and fuel contained in the aircraft and lubricants required for the service of the aircraft. Lessee may maintain and repair the aircraft owned, leased and/or operated by it on the premises by its own employees or mechanics. Lessee may not contract for maintenance or repair of its aircraft, on the premises, except with companies authorized by the Lessor. Lessee may not permit maintenance or repair of any other aircraft but its own on the leased premises. Lessee shall conduct no business from the hangar.

12. RIGHT TO INSPECT. The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease.

13. TAXES. The Lessee shall pay all taxes or assessments that may be levied against it personal property or the buildings which it may erect on land lease exclusively to it.

14. SIGNS. The Lessee agrees that no signs or advertising matter may be erected without the written consent of the Lessor.

15. SNOW REMOVAL. The Lessor agrees to provide snow removal services for the Lessee's lease premises to within two (2) feet of bi-fold doors.

16. MAINTENANCE/REPLACEMENT OF PAVED AREAS. Lessee will be responsible for replacing any paved area reserved specifically for the use of Lessee and not eligible for federal funds. The paved parking area associated with this lease is described as: the concrete and asphalt area directly in front of the hangar out to the main taxilane.

17. LEASE AND TRANSFER. The Lessee may not, at any time during the term of this Lease, assign or transfer this Lease or any interest therein, without the prior written consent of the Lessor. It is agreed that the Lessee shall not remove any structure or facility located on the leased premises.

18. TEXTING BANNED WHILE DRIVING ON AIRPORT PREMISES. Lessee shall abide by airport safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving on the airport premises.

19. NOTICES. Notices required or advisable under the terms of this Lease shall be communicated 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; Lessee - Heartland Flyers, LLC, C/O Jeff Husby, 518 Riverview Drive, Eau Claire, WI 54703.

20. INDEPENDENT CONTRACTOR. The relationship of the Lessee to the Lessor shall be that of an independent contractor. Nothing in this Lease shall be construed so as to deem the Lessee, its employees or agents as employees of the Lessor. The Lessee shall carry worker's compensation coverage for its employees and agents as required by state law. The Lessee has no authority to incur any obligation for or on behalf of the Lessor.

21. DEFAULT. If Lessee 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 Lessee of fifteen (15) day's written notice, Lessor shall terminate the Lease without prejudice to its rights to recover damages against Lessee.

22. BREACH NON-WAIVER. Neither the failure of the Lessor to strictly enforce all the terms of this Lease or acceptance of rent by Lessor after any breach by Lessee, 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.

23. BINDING UPON SUCCESSORS AND ASSIGNS. Any reference to the rights or provisions or obligations of the Lessor and the Lessee as applied to this Lease shall be binding upon successors and assigns of the Lessor and the Lessee.

24. EXPIRATION BUILDING AND STRUCTURES. Upon the expiration of this Lease, any buildings or structures constructed pursuant to Section 2. shall become the property of the Lessor.

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

26. SAVINGS CLAUSE. In the event that any provision of this Lease shall be held invalid or unenforceable, no other provision of this Lease shall be affected by such holding, and all of the remaining provisions of this Lease shall continue in full force and effect pursuant to the terms hereof.

27. SECTION HEADINGS. The headings of the several sections, and any table of contents appended hereto, shall be solely for the convenience of reference and shall not affect the meaning, construction or effect hereof.

28. INTEGRATION OF AGREEMENT. The entire Lease of the parties is contained herein, and this Lease supersedes all previous leases, whether written or oral and all negotiations as well as any previous leases presently in effect between the Lessor and the Lessee relating to the subject matter.

29. 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 five (5) typewritten pages; they have authority to enter into this Agreement on behalf of the Entity, Corporation, or County they are signing for; 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 outlined in this Agreement.

LESSOR – CHIPPEWA VALLEY REGIONAL AIRPORT BY:

Charity Zich, Airport Director

(Date)

LESSEE – HEARTLAND FLYERS, LLC BY:

Jeff Husby, Owner

(Date)

CNTX/AIRPORT HANGAR I-4 4-21-20

CHIPPEWA VALLEY REGIONAL AIRPORT COMMISSION LAND LEASE GUIDELINES

*Final 7-17-08
Rev. 1 12-17-15
Rev. 2 7-19-19*

CVRA encourages private development of hangars and aviation related facilities on the airport property and will endeavor to support such development, consistent with the Airport's operational objectives. Any exceptions to these guidelines may be considered by the airport commission.

Land Lease Guidelines

In accordance with the Airport long-term objectives, the north hangar area is reserved for cargo and large corporate hangar development. As a result, it is desired that all new private hangars be constructed in the south hangar area. In the event that a private hangar lease is granted for a new or existing (including renewals or extensions) hangar in the north hangar area, the lease shall include the following provision:

Lessor at its sole discretion, reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance. If the development of the Airport requires the relocation of the Lessee, the Lessee agrees to remove all buildings at no cost to the Lessor within 120 days of receiving notice from Lessor. Lessee understands that this Agreement is subordinate to provisions and requirements of any existing and future agreements between the Lessor and the United States relative to the development, operation or maintenance of the Airport.

New Construction of Privately Owned Hangars

- Must meet minimum standards and construction guidelines as established by the airport commission.
- Land Lease Rates are established annually by the airport commission and shall be used for determining the base rent of any new land lease.
- Each Lease shall provide for periodic adjustments as established from time to time by the airport commission. The basis for the adjustment shall be clearly defined within the lease, in accordance with the guidelines in place at the time the lease is negotiated and agreed upon.
- All Land Leases shall be "Triple Net Leases" – tenants are responsible for utility, insurance, taxes, and related costs directly associated with site leased.
- Private Hanger Owners pay:
 - Blacktop from taxiway to hanger
 - Prorated share of all utility and infrastructure cost, not funded by FAA

- Term of Lease shall not exceed 40 years. Tenants will be encouraged to sign a 20 year lease with an option for a sufficient duration, not to exceed 20 years, for the amortization of the investment.
- Tenants are required to pay for all associated utility and applicable infrastructure cost of utility installation in advance of construction or remodel of an existing facility.
- Leases are transferable and assignable provided notice is given to the Airport Director prior to the sale of any hangar
- Lease rates and adjustments as set forth in the lease are continued upon sale of hangar if the original lease is transferred.
- Building rent is based on building footprint total square footage area plus parking area if additional parking area is designated in the lease agreement.
- Hangers must be used primarily for aircraft storage and other uses shall not conflict with airport policies.
- Hangers may not be used for the storage of aircraft owned by someone other than the hangar owner unless the storage is free of charge or prior approval is given by the Airport Director.
- The Lessee may not remove any structure or facility located on the leased premises. It is the intent of the commission to obtain ownership of the hangar at the end of the lease period.

Land Leases on Existing Privately-Owned Hangers

- Existing Land Lease terms shall be honored through the termination date of each lease.
- If permitted by the existing lease, leases may be transferred or assigned, provided notice is given to the Airport Director prior to the sale, transfer or assignment of any hangar.
- Lease rates and adjustments shall be determined by the terms set forth in the existing lease.
- New Owners will be subject to the existing lease terms and conditions, and all applicable airport or FAA regulations.
- Requests for any alterations to existing leases are subject to the discretion of the Airport Director. Any alteration of the existing lease shall require the leaseholder to sign a new lease agreement reflecting current land lease practices as approved by the Commission.
 - When a new lease agreement is signed by a New Owner after an existing privately-owned hangar is sold, the New Owner may request additional years be added to the term of the Lease. Additional years will only be added in exchange for a new monetary investment in the hangar. For example, an additional 5 years added to the lease term must include an investment in the hangar of at least \$5,000 by the New Owner. Investment in the hangar must be agreed upon in advance by the Airport Director and the New Owner.

- Hangers may not be used for the storage of aircraft owned by someone other than the hangar owner unless the storage is free of charge or prior approval is given by the Airport Director.
- The Lessee may not remove any structure or facility located on the leased premises, except when the airport requires hangar relocation prior to the end of the term of the lease. It is the intent of the commission to obtain ownership of the hangar at the end of the lease period.