

AGENDA
Chippewa Valley Regional Airport Commission
Friday, February 18, 2022, 7:30 a.m.
Virtual Meeting via Webex

Join WebEx Meeting:

<https://eauclairecounty.webex.com>

Meeting ID: 2593 660 9490 Password: GMsjMFm4T43

*Meeting audio can be listened to using this Audio conference dial in information.

Audio conference:

1-415-655-0001 Access Code: 25936609490##

Please mute personal devices upon entry

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 comment period to make your comments.

1. Call To Order
2. Confirmation of Meeting Notice
3. Roll Call - Voice
4. Approval of Minutes
 - a. January 21, 2022 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 Staffing
 - 2021 Annual Report
 - Airport Community Outreach
 1. Discussion/Action

b. Airport Strategic Plan Update/Review

1. Discussion/Action

c. Project Summary

- AIP 47 Phase I fence design, Taxiway A Lighting Design and Construction, ARFF Building Design – FY20
- AIP 48 Rwy 4/22 and Taxiway A Rehabilitation – FY21
- AIP 49 – ARFF Building Reconstruct – FY22
- AIP 50 – Master Plan Update – FY 22
- AIP 51 Phase II Design and Construct Wildlife Fence and Wildlife Study Recommendations – FY22
- State Aid 66 Equipment Storage Building Addition Project – FY20
- Airport Parking Equipment Replacement – FY21
- Corporate Hangar Construction – FY21
- 48'x48' Hangar Construction

1. Discussion/Action

8. Previous Business: N/A

9. New Business:

a. Hawthorne Aviation Request to Sublease

1. Discussion/Action

b. AECOM Technical Services, Inc. Contract

1. Discussion/Action

c. Off Airport Rent-A-Car Concession Agreement

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, January 21, 2022, 7:30 am Virtual Meeting via Webex

MEMBERS PRESENT: Commissioners Rick Bowe, Scott Francis, Bill Hilgedick, Peter Hoeft, Chuck Hull and Kevin Stelljes were present via Webex virtual meeting.

MEMBERS ABSENT: Barry Wells

OTHERS PRESENT: Mark Graczkowski and Greg Stern-Bureau of Aeronautics, Amy Michels-Mead & Hunt, Heather DeLuka-Airport Neighborhood Association, Jeff Husby-Hawthorne Aviation, Charity Zich-Airport Director, Todd Norrell-Airport Maintenance Supervisor and Erin Switzer-Airport Administrative Specialist were present via Webex virtual meeting.

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, Peter Hoeft and Chuck Hull were present via Webex virtual meeting. Kevin Stelljes joined the call at 7:34am
4. **Approval of Minutes:**
 - a. **December 17, 2021 Regular Commission Meeting:**
On a motion by Com. Bowe, seconded by Com. Hoeft, the minutes of the December 17, 2021 meeting were approved as submitted.
(Ayes 6-Nayes 0)
5. **CVRA Finance and Activity Reports:**
 - a. **Expense Vouchers, Credit Card Charges and Financial Report:**
On a motion by Com. Francis, seconded by Com. Bowe, 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 as compared to 2020 and down for the month and for the year as compared to 2019. Load factor was up a little bit for December 2021 over December 2019.
 - **Car Rental Operations**
Cars rented are up for the year as compared to 2020 and down for the year as compared to 2019.
 - **Tower Operations**
Tower Operations are down for the month and up for the year.

c. Hangar Occupancy:

We are at full occupancy with multiple individuals on the t-hangar and box hangar waiting lists.

6. Public Comment Period: None

7. Operational Matters:

a. Airport Operations Report

- **Airport Staffing Update:** The Airport Director discussed the current staffing status with our full-time maintenance and on-call ground handler positions.
- **2021 Airline Passenger Survey:** The Commission reviewed the Passenger Survey results for 2021.
- **Airport Community Outreach:** The Commission reviewed the Airport Community Outreach opportunities and events. The Pancake Breakfast planned for May will be sponsored by both Hawthorne Aviation and CVRA and proceeds will go to the local EAA and CAP groups.

b. Airport Strategic Plan Update/Review: None

c. Project Summary

- **AIP 47 - Phase I fence design, Taxiway A Lighting Design and Construction, ARFF Building Design – FY20:** No update
- **AIP 48 - Rwy 4/22 and Taxiway A Rehabilitation – FY21:** No update
- **AIP 49 - ARFF Building Reconstruct– FY22:** The Commission reviewed exterior design images and the ARFF Building Funding Summary.
- **AIP 50 - Master Plan Update – FY22:** Grant application has been submitted.
- **AIP 51 - Phase II Design and Construct Wildlife Fence and Wildlife Study Recommendations – FY22:** No update
- **State Aid 66 - Equipment Storage Building Addition Project – FY21:** No update
- **Airport Parking Equipment Replacement:** Installation is scheduled to begin next week.
- **Corporate Hangar Construction – FY21:** The City has approved the conditional use permit, the site plan application and a variance request to eliminate the foam firefighting system from the hangar. The variance will still need to be approved by the State.
- **48'x48' Hangar Construction – FY22:** The Airport Director discussed the building layout and construction options and funding. Commissioners agreed the best option to proceed was with individual hangars.

On a motion by Com. Bowe, seconded by Com. Francis, the Commission approved proceeding with the ARFF building funding plan as proposed.

(Ayes 6-Nayes 0)

8. Previous Business:

- a. **Airport Recognition Program Quarter 4 - 2021 Award:** Commissioners selected Erin Switzer from CVRA as the Quarter 4 - 2021 Recognition Program recipient. She was nominated for going above and beyond with a recent charter operation.

- 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 require a closed session, To wit: Consent to Assign Heartland Aviation, LLC Agreements**

On a motion by Com. Francis, seconded by Com. Bowe, the Commission entered into closed session at 8:33 am with the following Roll Call Vote – Ayes: Com. Bowe, Francis, Hilgedick, Hoeft and Hull; Nays: None.

Commission Chair Hilgedick reported in open session that the Commission provided direction to the Airport Director on proceeding with Consent request.

9. New Business:

- a. **2022 Marketing Plan:** The Airport Director reviewed the 2022 Marketing Plan.

On a motion by Com. Francis, seconded by Com. Hull, the 2022 Marketing Plan was approved as submitted.

(Ayes 6-Nays 0)

- 10. **Discuss Future Agenda Items:** Contract for Consultant to complete site investigation work plan

- 11. **Set Future Meeting Dates and Times:** The next Regular Commission Meetings are planned for February 18th, March 18th, and April 22nd.

12. Adjournment:

On a motion by Com. Francis, seconded by Com. Hull, the meeting was adjourned at 8:50 am.

(Ayes 5-Nays 0)

Respectfully Submitted,

Scott Francis, Secretary

January Vouchers for approval February 18, 2022

Agenda Item 5a

Bartingale Mechanical	K-2 Boiler Service	53510-248	\$312.55	2021
CBS Squared	Design/construction fees, 48x48 hangars	53510-820	\$885.40	
CBS Squared	Design/construction fees, 48x48 hangars	53510-820	\$8,411.30	2021
Countryside Co-op - Alcivia	7,251 Gallons of Diesel Fuel	53510-377	\$24,182.08	
Cintas	Uniforms & Towels	53510-298	\$435.56	
JM Janitorial	Janitorial Services 1/3/22-1/28/22	53510-200	\$1,152.00	
MB Companies Inc.	MB5 Snow Removal Equip. spare parts	53510-810	\$18,112.48	
Rock & Tait Exteriors	Airport Trash Enclosure Repairs	53510-829	\$6,096.16	2021
Xcel Energy	Terminal Gas/Electric - January	53510-222/224	\$19,050.46	
<i>Xcel Energy</i>	<i>ATCT Gas/Electric - January</i>	<i>53515-222/224</i>	<i>\$2,038.31</i>	
			TOTAL	<u>\$80,676.30</u>

*ITALICIZED items = Tower Expenses***January Credit Card Charges**

WISCONSIN AIRPORT MGMT	WAMA Membership	53510-324	850.00	
JOHNSON CONTROLS FIRE	Alarm Monitoring	53510-248	457.94	
<i>BUREAU V. NAT. ELEVATOR</i>	<i>ATCT Elevator Inspection</i>	<i>53515-248</i>	<i>82.96</i>	
FEDEX	Postage	53510-311	17.30	
VOLAIRE AVIATION INC.	Q1 Marketing	53510-327	300.00	
WINDCAVE INC.	Merchant Processor Setup	53510-200	125.00	
VOLAIRE AVIATION INC.	Marketing	53510-327	200.00	2021
AMAZON	Building	53510-248	39.99	2021
<i>AMAZON</i>	<i>ATCT Elevator Signage</i>	<i>53515-248</i>	<i>15.70</i>	<i>2021</i>
HANGAR 54 GRILL	Marketing	53510-327	25.00	
GOLD CROSS ANSWERING SVC	Telephone	53510-225	130.00	
STAPLES	Janitorial	53510-248	207.96	
STAPLES	Office Supply	53510-310	20.04	
AMAZON	Grounds	53510-246	52.14	
AMAZON	Office Supply	53510-310	9.99	
TRANSPORTATION SECURITY	Building	53510-248	64.00	
HANGAR 54 GRILL	Marketing	53510-327	40.00	
<i>PER MAR SECURITY</i>	<i>ATCT Alarm Monitoring</i>	<i>53515-248</i>	<i>167.52</i>	
AMAZON	Janitorial	53510-248	7.99	
STAPLES	Janitorial	53510-248	223.83	
NASSCO INC.	Janitorial	53510-248	186.01	
FARM & FLEET CHIPPEWA FALLS	Vehicles	53510-241	114.90	2021
ACTION FLEET LLC	Grounds	53510-246	237.85	
HALRON LUBRICANTS INC	DEF Fluid Cart	53510-241	1350.00	
O'REILLY AUTO PARTS 1774	Grounds	53510-246	18.14	
FARM & FLEET CHIPPEWA FALLS	Vehicles	53510-241	53.98	
FARM & FLEET CHIPPEWA FALLS	Grounds	53510-246	116.59	
WD LARSON COMPANIES INC	Vehicle Filters	53510-241	791.53	2021
WD LARSON COMPANIES INC	Grounds	53510-246	49.97	2021
WD LARSON COMPANIES INC	Building	53510-248	48.68	2021
			TOTAL	<u>\$6,005.01</u>

Chippewa Valley Regional Airport

2022 BUDGET COMPARISON Estimated January 31, 2022

#	Item	12 Month Budget 2022	Budget YTD Allocated	Actual as of 1/31/22 (8.33%)	Variance YTD	Balance Remaining For Year
Income			8.33%			
41110	Contrib From Eau Claire Cty	\$403,020	\$33,585	\$33,585	\$0.00	\$369,435.00
43790	Contrib From Chippewa Cty	\$131,574	\$10,965	\$65,787	\$54,822.50	\$65,787.00
Sub-Total	Tax Revenue	\$534,594	\$44,549.50	\$99,372.00	\$54,822.50	\$435,222.00
46341	Air Terminal	\$169,712	\$14,143	\$27,668	\$13,525.30	\$142,044.03
46342	FBO	\$142,061	\$11,838	\$15,180	\$3,341.67	\$126,880.91
46343	Airfield	\$136,981	\$11,415	\$11,128	(\$287.58)	\$125,853.50
46344	Hangars	\$239,003	\$19,917	\$28,680	\$8,763.19	\$210,322.89
46345	Parking	\$106,000	\$8,833	\$12,809	\$3,976.15	\$93,190.52
46346	Rental Cars	\$122,698	\$10,225	\$13,450	\$3,225.37	\$109,247.80
46349	Ground Handling	\$36,000	\$3,000	\$0	(\$3,000.00)	\$36,000.00
48902	Vehicle Fuel Reimbursement	\$18,000	\$1,500	\$3,583	\$2,082.79	\$14,417.21
48903	Equipment Rental	\$1,200	\$100	\$100	\$0.00	\$1,100.00
Sub-Total	Operating Revenue	\$971,655	\$80,971	\$112,598	\$31,626.89	\$859,057
Sub-Total	Taxes and Operating Rev.	\$1,506,249.00	\$125,520.75	\$211,970.14	\$86,449.39	\$1,294,278.86
48691	Other Revenue	\$10,000	\$833	\$0	(\$833.33)	\$10,000.00
48900	Insurance Refunds	\$0	\$0	\$0	\$0.00	\$0.00
48901	PFC	\$57,070	\$4,756	\$0	(\$4,755.83)	\$57,070.00
43690-91	Airport Grants	\$0	\$0	\$0	\$0.00	\$0.00
49210	Transfer Fr. Gen'l Fund	\$0	\$0	\$0	\$0.00	\$0.00
49300	Airport Fund Balance Applied	\$2,372,230	\$197,686	\$0	(\$197,685.83)	\$2,372,230.00
Sub-Total	Other Revenue	\$2,439,300	\$203,275.00	\$0.00	(\$203,275.00)	\$2,439,300.00
TOTAL INCOME		\$3,945,549	\$328,795.75	\$211,970.14	(\$116,825.61)	\$3,733,578.86
Expenses						
53510-111	Salary Perm-Regular	\$403,178	\$33,598	\$27,290.51	(\$6,307.66)	\$375,887.49
-112	Salary Perm-OT	\$14,814	\$1,235	\$2,333.94	\$1,099.44	\$12,480.06
-114	Salary-On Call Pay	\$5,200	\$433	\$400.00	(\$33.33)	\$4,800.00
-121	Salary Temp Regular	\$9,978	\$832	\$1,187.31	\$0.00	\$8,790.69
-130	Employee Benefits	\$4,200	\$350	\$350.00	\$0.00	\$3,850.00
-136	PTO-ELB-Lump Sum Payout	\$0	\$0	\$0.00	\$0.00	\$0.00
-141	Board & Comm Per Diem	\$4,800	\$400	\$330.00	(\$70.00)	\$4,470.00
-142	Cnty Brd & Comm Mile	\$900	\$75	\$0.00	(\$75.00)	\$900.00
-150	Health Ins Incentive	\$0	\$0	\$0.00	\$0.00	\$0.00
-151	Social Security	\$33,883	\$2,824	\$2,223.83	(\$599.75)	\$31,659.17
-152	Retirement Emplr Share	\$26,039	\$2,170	\$1,755.62	(\$414.30)	\$24,283.38
-153	HSA Contribution	\$5,050	\$421	\$0.00	(\$420.83)	\$5,050.00
-154	Hos & Health Ins	\$110,506	\$9,209	\$4,991.43	(\$4,217.40)	\$105,514.57
-155	Life Insurance	\$135	\$11	\$13.92	\$2.67	\$121.08
-158	Unemployment Comp	\$0	\$0	\$0.00	\$0.00	\$0.00
-200	Contract Svcs	\$40,500	\$3,375	\$1,152.00	(\$2,223.00)	\$39,348.00
-212	Attorney Fees	\$6,000	\$500	\$0.00	(\$500.00)	\$6,000.00
-213	Accounting & Audit	\$5,500	\$458	\$0.00	(\$458.33)	\$5,500.00
-221	Water & Sewer	\$57,067	\$4,756	\$0.00	(\$4,755.58)	\$57,067.00
-222	Electric	\$102,938	\$8,578	\$9,432.23	\$854.06	\$93,505.77
-224	Gas & Fuel Oil	\$38,728	\$3,227	\$9,618.23	\$6,390.90	\$29,109.77
-225	Telephone	\$4,000	\$333	\$0.00	(\$333.33)	\$4,000.00
-226	Cellular Phone	\$1,450	\$121	\$45.00	(\$75.83)	\$1,405.00
-227	Dataline/Internet	\$500	\$42	\$0.00	(\$41.67)	\$500.00
-241	Motor Vehicle Maint	\$15,000	\$1,250	\$0.00	(\$1,250.00)	\$15,000.00
-246	Grounds Maint	\$115,000	\$9,583	\$24,507.00	\$14,923.67	\$90,493.00
-248	Building Maint	\$30,000	\$2,500	\$0.00	(\$2,500.00)	\$30,000.00
-249	Service on Machines	\$500	\$42	\$0.00	(\$41.67)	\$500.00
-297	Refuse Collection	\$1,500	\$125	\$0.00	(\$125.00)	\$1,500.00
-298	Laundry Services	\$3,636	\$303	\$435.56	\$132.56	\$3,200.44
-299	Sundry Contract Services	\$55,000	\$4,583	\$0.00	\$0.00	\$0.00
-310	Office Supplies	\$600	\$50	\$0.00	(\$50.00)	\$600.00
-311	Postage and Box Rent	\$800	\$67	\$0.00	(\$66.67)	\$800.00
-313	Printing & Dup	\$750	\$63	\$0.00	(\$62.50)	\$750.00

#	Item	12 Month Budget 2022	Budget YTD Allocated	Actual as of 1/31/22 (8.33%)	Variance YTD	Balance Remaining For Year
-320	Ref Materials	\$500	\$42	\$0.00	(\$41.67)	\$500.00
-321	Publish Legal Notices	\$150	\$13	\$0.00	(\$12.50)	\$150.00
-324	Membership Dues	\$4,000	\$333	\$0.00	(\$333.33)	\$4,000.00
-327	Marketing	\$55,000	\$4,583	\$0.00	(\$4,583.33)	\$55,000.00
-328	Airline Recruitment	\$10,000	\$833	\$0.00	(\$833.33)	\$10,000.00
-340	Travel-Train, Conf & Misc.	\$18,000	\$1,500	\$0.00	(\$1,500.00)	\$18,000.00
-366	Fire fight supplies	\$4,500	\$375	\$0.00	(\$375.00)	\$4,500.00
-377	Vehicle Fuel	\$40,000	\$3,333	\$24,182.08	\$20,848.75	\$15,817.92
-510	Insurance	\$74,116	\$6,176	\$3,624.78	(\$2,551.55)	\$70,491.22
-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	\$2,500	\$208	\$0.00	(\$208.33)	\$2,500.00
-933	Bank Service Charges	\$0	\$0	\$537.79	\$537.79	(\$537.79)
Sub-Total Operating Expense		\$1,306,918.00	\$108,909.83	\$114,411.23	\$5,501.40	\$1,192,506.77
53510-121	Sal Temp-Ground Handling	\$9,774	\$815	\$0.00	(\$814.50)	\$9,774.00
-122	Aircraft Handling OT	\$0	\$0	\$0.00	\$0.00	\$0.00
-151	Ground Handling FICA	\$747	\$62	\$0.00	(\$62.25)	\$747.00
-366	Ground Handling Supplies	\$2,000	\$167	\$0.00	(\$166.67)	\$2,000.00
Sub-Total Ground Handling Expense		\$12,521	\$1,043.42	\$0.00	(\$1,043.42)	\$12,521.00
53515-221	ATCT Water-Sewer-Strmwtr	\$1,030	\$86	\$0.00	(\$85.83)	\$1,030.00
-222	ATCT Electricity	\$16,480	\$1,373	\$1,334.27	(\$39.06)	\$15,145.73
-224	ATCT Gas & Fuel Oil	\$4,120	\$343	\$704.04	\$360.71	\$3,415.96
-225	ATCT Telephone	\$1,500	\$125	\$0.00	(\$125.00)	\$1,500.00
-248	ATCT Building Maintenance	\$15,000	\$1,250	\$0.00	(\$1,250.00)	\$15,000.00
Sub-Total Tower Expense		\$38,130	\$3,177.50	\$2,038.31	(\$1,139.19)	\$36,091.69
53610-810	Capital Equipment	\$0	\$0	\$18,112.48	\$18,112.48	(\$18,112.48)
-820	Capital Improvement	\$2,275,000	\$189,583	\$885.40	(\$188,697.93)	\$2,274,114.60
-829	Other Capital Improvement	\$312,980	\$26,082	\$0.00	(\$26,081.67)	\$312,980.00
58102-613	Principal/Trust Fund	\$0	\$0	\$0.00	\$0.00	\$0.00
58202-613	Interest/Trust Fund	\$0	\$0	\$0.00	\$0.00	\$0.00
Sub-Total Capital Expense		\$2,587,980	\$215,665.00	\$18,997.88	(\$196,667.12)	\$2,568,982.12
TOTAL EXPENSE		\$3,945,549	\$328,795.75	\$135,447.42	(\$193,348.33)	\$3,810,101.58
NET OPERATING INCOME		\$0	\$0	\$76,522.72		(\$76,522.72)
Cash Balance						
	Per 2018 Audit Report	\$975,882				
	Per 2019 Audit Report	1,362,194				
	Per 2020 Audit Report	2,393,606				
	2021 Estimate	2,936,947				

Chippewa Valley Regional Airport

2021 BUDGET COMPARISON Estimated December 31, 2021

#	Item	12 Month Budget 2021	Budget YTD Allocated	Actual as of 12/31/21 (100%)	Variance YTD	Balance Remaining For Year	Estimate
Income							
			100.00%				
41110	Contrib From Eau Claire Cty	\$403,020	\$403,020	\$403,020	\$0.00	\$0.00	\$403,020
43790	Contrib From Chippewa Cty	\$131,574	\$131,574	\$131,574	\$0.00	\$0.00	\$131,574
	Sub-Total Tax Revenue	\$534,594	\$534,594.00	\$534,594.00	\$0.00	\$0.00	\$534,594
46341	Air Terminal	\$156,631	\$156,631	\$164,924	\$8,293.35	(\$8,293.35)	\$164,870
46342	FBO	\$127,522	\$127,522	\$127,643	\$120.70	(\$120.70)	\$127,643
46343	Airfield	\$134,917	\$134,917	\$144,409	\$9,491.57	(\$9,491.57)	\$144,409
46344	Hangars	\$227,184	\$227,184	\$244,064	\$16,880.31	(\$16,880.31)	\$248,619
46345	Parking	\$100,000	\$100,000	\$133,370	\$33,369.72	(\$33,369.72)	\$134,745
46346	Rental Cars	\$85,000	\$85,000	\$173,113	\$88,112.71	(\$88,112.71)	\$173,113
46349	Ground Handling	\$0	\$0	\$28,000	\$28,000.00	(\$28,000.00)	\$24,000
48902	Vehicle Fuel Reimbursement	\$15,000	\$15,000	\$19,263	\$4,263.42	(\$4,263.42)	\$19,263
48903	Equipment Rental	\$0	\$0	\$1,100	\$1,100.00	(\$1,100.00)	\$1,200
	Sub-Total Operating Revenue	\$846,254	\$846,254	\$1,035,886	\$189,631.78	-\$189,632	\$1,037,862
	Sub-Total Taxes and Operating Rev.	\$1,380,848.00	\$1,380,848.00	\$1,570,479.78	\$189,631.78	(\$189,631.78)	\$1,572,456.04
48691	Other Revenue	\$5,000	\$5,000	\$22,357	\$17,357.36	(\$17,357.36)	\$22,233
48900	Insurance Refunds	\$0	\$0	\$17,607	\$17,607.20	(\$17,607.20)	\$17,607
48901	PFC	\$43,900	\$43,900	\$82,568	\$38,668.48	(\$38,668.48)	\$85,000
43690-91	Airport Grants	\$3,718,213	\$3,718,213	\$665,096	(\$3,053,117.50)	\$3,053,117.50	\$665,096
49210	Transfer Fr. Gen'l Fund	\$0	\$0	\$0	\$0.00	\$0.00	\$0
49300	Airport Fund Balance Applied	-\$434,427	-\$434,427	\$0	\$434,427.00	(\$434,427.00)	\$0
	Sub-Total Other Revenue	\$3,332,686	\$3,332,686.00	\$787,628.54	(\$2,545,057.46)	\$2,545,057.46	\$789,935
	TOTAL INCOME	\$4,713,534	\$4,713,534.00	\$2,358,108.32	(\$2,355,425.68)	\$2,355,425.68	\$2,362,392
Expenses							
53510-111	Salary Perm-Regular	\$373,746	\$373,746	\$350,949.53	(\$22,796.47)	\$22,796.47	\$373,746
-112	Salary Perm-OT	\$12,000	\$12,000	\$11,666.47	(\$333.53)	\$333.53	\$12,000
-114	Salary-On Call Pay	\$5,200	\$5,200	\$5,200.00	\$0.00	\$0.00	\$5,200
-121	Salary Temp Regular	\$7,000	\$7,000	\$9,502.91	\$0.00	(\$2,502.91)	\$10,000
-130	Employee Benefits	\$4,200	\$4,200	\$4,200.00	\$0.00	\$0.00	\$4,200
-136	PTO-ELB-Lump Sum Payout	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
-141	Board & Comm Per Diem	\$4,080	\$4,080	\$4,935.00	\$855.00	(\$855.00)	\$4,530
-142	Cnty Brd & Comm Mile	\$900	\$900	\$49.51	(\$850.49)	\$850.49	\$50
-150	Health Ins Incentive	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
-151	Social Security	\$30,141	\$30,141	\$26,898.51	(\$3,242.49)	\$3,242.49	\$30,275
-152	Retirement Emplr Share	\$24,186	\$24,186	\$21,972.47	(\$2,213.53)	\$2,213.53	\$27,196
-153	HSA Contribution	\$3,500	\$3,500	\$4,500.00	\$1,000.00	(\$1,000.00)	\$4,500
-154	Hos & Health Ins	\$85,720	\$85,720	\$77,501.12	(\$8,218.60)	\$8,218.60	\$85,720
-155	Life Insurance	\$87	\$87	\$122.97	\$35.97	(\$35.97)	\$125
-158	Unemployment Comp	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
-200	Contract Svcs	\$39,500	\$39,500	\$5,157.00	(\$34,343.00)	\$34,343.00	\$11,900
-212	Attorney Fees	\$6,000	\$6,000	\$4,400.50	(\$1,599.50)	\$1,599.50	\$5,000
-213	Accounting & Audit	\$5,100	\$5,100	\$5,117.74	\$17.74	(\$17.74)	\$5,118
-221	Water & Sewer	\$54,636	\$54,636	\$51,663.29	(\$2,972.71)	\$2,972.71	\$51,663
-222	Electric	\$99,940	\$99,940	\$94,281.03	(\$5,658.97)	\$5,658.97	\$94,281
-224	Gas & Fuel Oil	\$37,600	\$37,600	\$42,396.72	\$4,796.72	(\$4,796.72)	\$42,397
-225	Telephone	\$4,000	\$4,000	\$3,001.12	(\$998.88)	\$998.88	\$4,000
-226	Cellular Phone	\$1,380	\$1,380	\$2,058.14	\$678.14	(\$678.14)	\$2,000
-227	Dataline/Internet	\$500	\$500	\$847.17	\$347.17	(\$347.17)	\$847
-241	Motor Vehicle Maint	\$14,000	\$14,000	\$10,432.37	(\$3,567.63)	\$3,567.63	\$14,000
-246	Grounds Maint	\$100,000	\$100,000	\$62,412.94	(\$37,587.06)	\$37,587.06	\$100,000
-248	Building Maint	\$29,000	\$29,000	\$28,505.40	(\$494.60)	\$494.60	\$29,000
-249	Service on Machines	\$500	\$500	\$0.00	(\$500.00)	\$500.00	\$0
-297	Refuse Collection	\$1,600	\$1,600	\$1,454.76	(\$145.24)	\$145.24	\$1,320
-298	Laundry Services	\$3,500	\$3,500	\$3,710.98	\$210.98	(\$210.98)	\$3,711
-299	Sundry Contract Services	\$45,000	\$45,000	\$49,446.63	\$0.00	\$0.00	\$49,780
-310	Office Supplies	\$600	\$600	\$396.48	(\$203.52)	\$203.52	\$600
-311	Postage and Box Rent	\$600	\$600	\$714.75	\$114.75	(\$114.75)	\$700
-313	Printing & Dup	\$750	\$750	\$797.32	\$47.32	(\$47.32)	\$750
-320	Ref Materials	\$500	\$500	\$195.00	(\$305.00)	\$305.00	\$195
-321	Publish Legal Notices	\$100	\$100	\$0.00	(\$100.00)	\$100.00	\$0
-324	Membership Dues	\$4,000	\$4,000	\$3,613.00	(\$387.00)	\$387.00	\$3,613
-327	Marketing	\$55,000	\$55,000	\$58,408.81	\$3,408.81	(\$3,408.81)	\$53,015
-328	Airline Recruitment	\$10,000	\$10,000	\$500.00	(\$9,500.00)	\$9,500.00	\$500
-340	Travel-Train, Conf & Misc.	\$15,000	\$15,000	\$11,071.17	(\$3,928.83)	\$3,928.83	\$11,071

#	Item	12 Month Budget 2021	Budget YTD Allocated	Actual as of 12/31/21 (100%)	Variance YTD	Balance Remaining For Year	Estimate
-366	Fire fight supplies	\$4,500	\$4,500	\$2,102.00	(\$2,398.00)	\$2,398.00	\$2,102
-377	Vehicle Fuel	\$35,000	\$35,000	\$29,872.96	(\$5,127.04)	\$5,127.04	\$29,873
-510	Insurance	\$64,474	\$64,474	\$64,742.58	\$268.58	(\$268.58)	\$64,743
-515	Insurance Claims	\$0	\$0	\$30,673.81	\$30,673.81	(\$30,673.81)	\$30,674
-615	Special Assessment	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
-813	Office Equipment	\$2,000	\$2,000	\$2,335.49	\$335.49	(\$335.49)	\$2,500
-933	Bank Service Charges	\$0	\$0	\$4,622.32	\$4,622.32	(\$4,622.32)	\$5,500
Sub-Total Operating Expense		\$1,185,539.72	\$1,185,539.72	\$1,092,429.97	(\$93,109.75)	\$93,109.75	\$1,178,393.88
53510-121	Sal Temp-Ground Handling	\$0	\$0	\$2,255.28	\$2,255.28	(\$2,255.28)	\$2,255
-122	Aircraft Handling OT	\$0	\$0	\$2,235.36	\$2,235.36	(\$2,235.36)	\$2,235
-151	Ground Handling FICA	\$0	\$0	\$343.54	\$343.54	(\$343.54)	\$344
-366	Ground Handling Supplies	\$0	\$0	\$805.36	\$805.36	(\$805.36)	\$805
Sub-Total Ground Handling Expense		\$0	\$0.00	\$5,639.54	\$5,639.54	(\$5,639.54)	\$5,640
53515-221	ATCT Water-Sewer-Strmwtr	\$1,061	\$1,061	\$997.16	(\$63.84)	\$63.84	\$997
-222	ATCT Electricity	\$16,000	\$16,000	\$16,179.57	\$179.57	(\$179.57)	\$16,180
-224	ATCT Gas & Fuel Oil	\$4,000	\$4,000	\$3,362.74	(\$637.26)	\$637.26	\$3,363
-225	ATCT Telephone	\$1,500	\$1,500	\$960.00	(\$540.00)	\$540.00	\$1,500
-248	ATCT Building Maintenance	\$15,000	\$15,000	\$19,742.90	\$4,742.90	(\$4,742.90)	\$20,000
Sub-Total Tower Expense		\$37,561	\$37,561.00	\$41,242.37	\$3,681.37	(\$3,681.37)	\$42,039
53610-810	Capital Equipment	\$60,000	\$60,000	\$24,500.00	(\$35,500.00)	\$35,500.00	\$54,500
-820	Capital Improvement	\$3,167,000	\$3,167,000	\$229,419.80	(\$2,937,580.20)	\$2,937,580.20	\$371,270
-829	Other Capital Improvement	\$263,433	\$263,433	\$167,207.78	(\$96,225.22)	\$96,225.22	\$167,208
58102-613	Principal/Trust Fund	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
58202-613	Interest/Trust Fund	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
Sub-Total Capital Expense		\$3,490,433	\$3,490,433.00	\$421,127.58	(\$3,069,305.42)	\$3,069,305.42	\$592,978
TOTAL EXPENSE		\$4,713,534	\$4,713,533.72	\$1,560,439.46	(\$3,153,094.26)	\$3,153,094.26	\$1,819,051
NET OPERATING INCOME		\$0	\$0	\$797,668.86		(\$797,668.58)	\$543,341
<u>Cash Balance</u>							
	Per 2018 Audit Report	\$975,882					
	Per 2019 Audit Report	1,362,194					
	Per 2020 Audit Report	2,393,606					
	2021 Estimate	2,936,947					

Agenda Item 5b

Chippewa Valley Regional Airport
Traffic Statistics
 January 2022

<i>AIRLINE PASSENGERS</i>	Month		% Diff.
	2022	2021	
UNITED Enplaned	1752	685	156%
CHARTERS Enplaned	<u>158</u>	<u>0</u>	#DIV/0!
Total Enplaned	1910	685	179%
UNITED Deplaned	1617	559	189%
CHARTERS Deplaned	<u>158</u>	<u>0</u>	#DIV/0!
Total Deplaned	1775	559	218%
Total Enplaned/Deplaned	3685	1244	196%

UA Departure Load Factor	64%	25%
UA Arrival Load Factor	57%	21%

<u>UNITED PERFORMANCE</u>	2022	2021	
Scheduled Flights/Landings	61	62	-2%
Canceled Flights			
Xnld for Wx	2	8	
Xnld for Mx	0	0	
<u>Xnld Other</u>	<u>2</u>	<u>0</u>	
Total	4	8	-50%
Total Landings	57	54	6%
	2022	2021	

<u>EAU Arrival</u>		
Completion Factor	93%	87%
OnTime %	70%	76%

<u>EAU Departure</u>		
Completion Factor	90%	87%
OnTime %	72%	79%

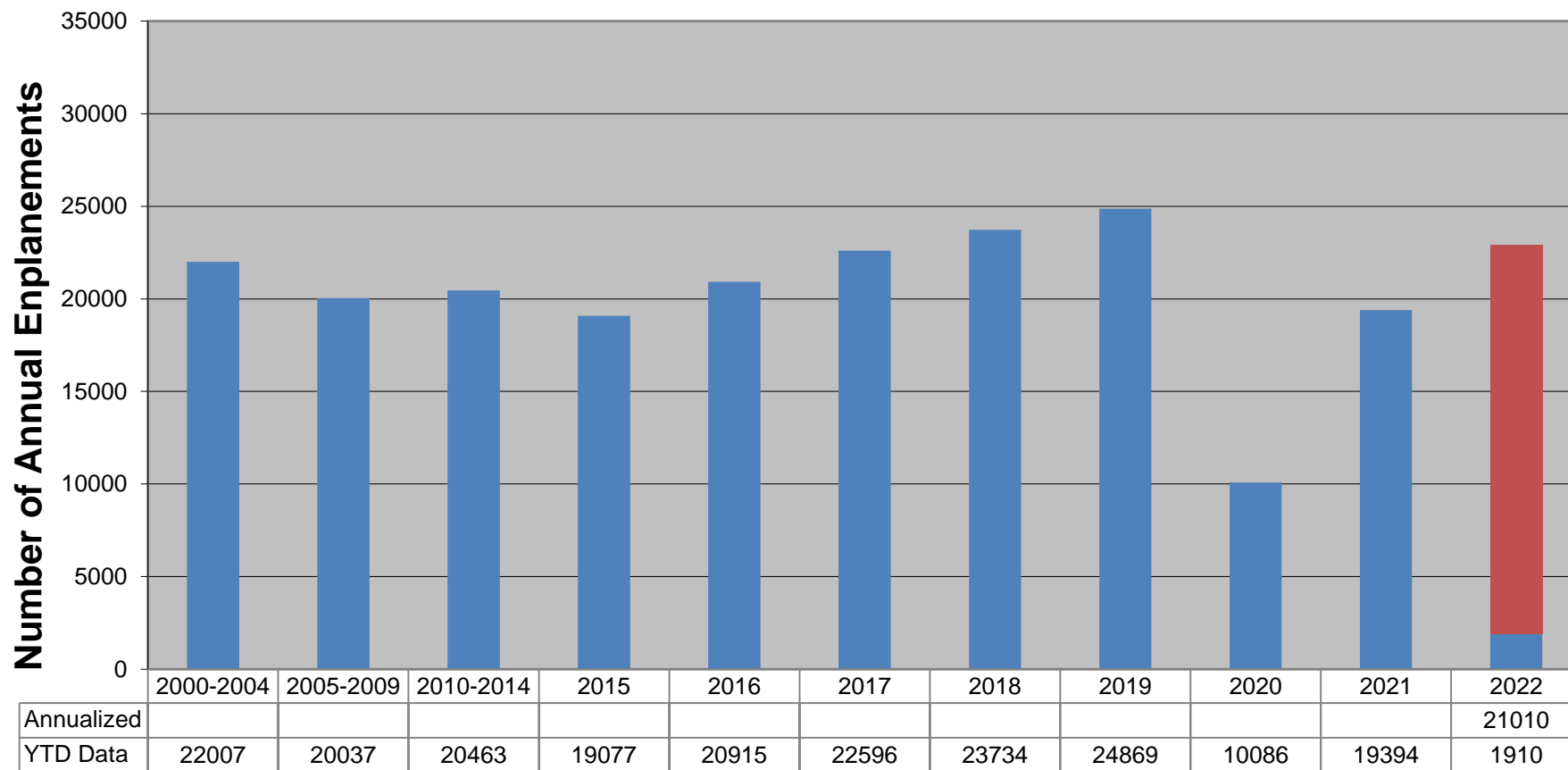
<u>ORD Arrival</u>		
Completion Factor	90%	87%
OnTime %	72%	77%

All on time arrivals/departures follow DOT methodology.

Landline

<u>Leg O&D</u>	<u>Month</u>	<u>Total</u>
EAU-MSP	January	4
MSP-EAU	January	4
	TOTAL	8

Chippewa Valley Regional Airport Scheduled Air Carrier and Charter Enplanements



Years

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 *	\$829	\$876	\$691	\$861	\$717	\$672	<u>\$819</u>	\$811	\$766
MCO - Orlando *	<u>\$703</u>	\$758	\$699	<u>\$656</u>	\$578	\$628	<u>\$650</u>	\$617	\$738
PHX - Phoenix *	<u>\$823</u>	\$1,052	\$918	<u>\$776</u>	\$777	\$708	<u>\$531</u>	\$596	\$703
	2/18-2/20			2/25-2/27			3/4-3/6		
ORD - Chicago **	\$520	\$218	\$261	\$408	\$148	\$188	\$408	\$148	\$188
DEN - Denver **	\$714	\$208	\$223	\$534	\$163	\$198	\$419	\$223	\$183
LAS - Las Vegas **	<u>\$272</u>	\$248	\$248	<u>\$272</u>	\$226	\$218	\$600	\$207	\$248
EWR - Newark **	\$272	\$158	\$258	\$272	\$158	\$173	\$537	\$158	\$173
IAD - Washington Dulles **	\$514	\$330	\$330	\$396	\$242	\$242	\$372	\$228	\$228
	2/22-2/24			3/1-3/3			3/8-3/10		

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

2/11/22

Number of Cars Rented

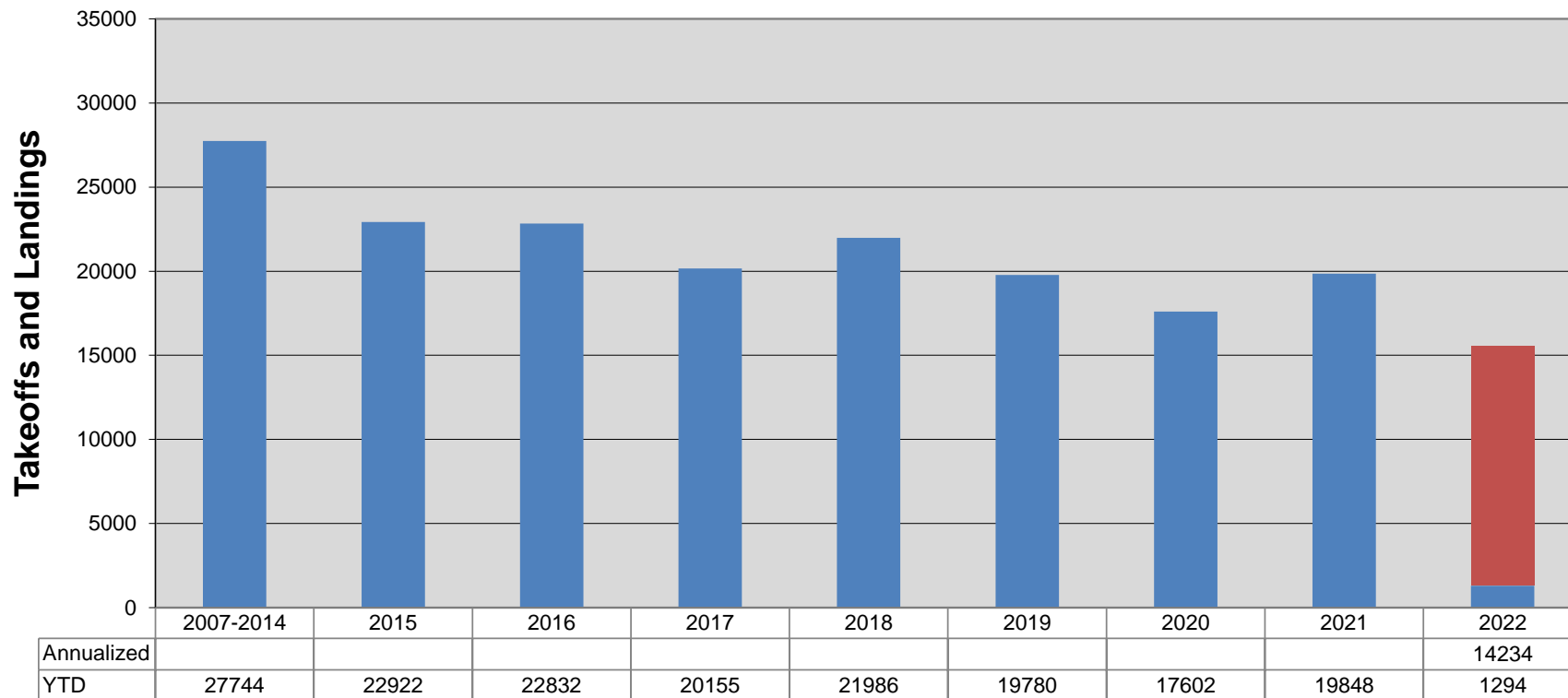
	<u>2022</u>	<u>2021</u>	22/21 % Diff.
January	366	276	33%
February		231	-100%
March		369	-100%
April		408	-100%
May		438	-100%
June		421	-100%
July		468	-100%
August		508	-100%
September		451	-100%
October		456	-100%
November		403	-100%
December		365	-100%
YTD	366	276	33%

Agenda Item 5b

Chippewa Valley Regional Airport
Air Traffic Operations Statistics
 January 2022

		Month		% Diff.
		2022	2021	
Itinerant	Air Carrier	2	0	#DIV/0!
	Commuter/ Air Taxi	205	195	5%
	GA	748	553	35%
	Military	29	22	32%
Local	GA	310	142	118%
	Military	<u>0</u>	<u>8</u>	-100%
TOTAL		1294	920	41%
Overflight		141	80	

Chippewa Valley Regional Airport Annual Air Traffic Control Tower Operations



Years



Chippewa Valley
REGIONAL AIRPORT

CY2021 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.

2021 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 hundreds of daily flights per day to more than 150 destinations. Scheduled charter flights to Laughlin, Nevada were also offered for most of 2021. A new operator, the Landline Company, began offering ground transportation connections to Sun Country Airlines flights through a partnership with CVRA in 2021.

Annual revenue passenger enplanements/deplanements significantly rebounded in 2021 from the dramatic impact the Coronavirus (COVID-19) pandemic had on passenger traffic in 2020. It seems important for 2021 to compare the recovery experienced to 2019 passenger traffic so that will be included here as well. The 2021 calendar year started out slow but gained traffic gained momentum as the year went on. The year ended with a 93% increase in total passengers over 2020 with a passenger count of 39,167 compared to 20,247 in 2020 and a 21% decrease in passengers over 2019 which had 49,313 total passengers. It's also important to note the 2021 numbers don't fully reflect the return of business travel as COVID-19 has kept many businesses from returning to normal travel.

General Aviation

General aviation traffic continues to be strong at CVRA. Despite the continued reduction in aircraft operations by one of the large corporate operators at the airport, the Air Traffic Control Tower at CVRA recorded 19,848 aircraft operations which was a 13% increase over 2020 and a slight increase over 2019 operations of 19,780. 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 continued to have 100% occupancy for all of 2021 with 63 of 63 hangars rented. Additional demand continues to exist for larger aircraft storage and, as a result, the airport was able to bid a new 25,000 square foot hangar in 2021 that is planned for construction in 2022.

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 2021 was 1,163,738 gallons which was approximately 160,000 gallons more than 2020 but still just over 500,000 gallons less than 2019.

Airport Partners

Four car rental brands, Avis, Budget, Enterprise and National, were available at CVRA in 2021. Cars rented at the airport totaled 4,794 in 2021 which was an increase of 33% over 2020, but still a 24% decrease over the 6,339 cars rented in 2019. Despite the decrease in cars rented, the car rental concession revenue generated at CVRA was higher than ever before.

Hangar 54 Grill, the full-service restaurant and bar that opened at the airport in 2016, has been impacted by COVID-19 and forced to adapt like all other restaurants in the community. Despite the challenges, business significantly increased over 2020 allowing CVRA to complete a 4 year lease extension with Hangar 54 which expanded hours of operation back to their pre-COVID schedule in 2022.

Airport Capital Improvements

In 2021, CVRA substantially completed work on an expansion of the snow removal equipment storage building to house newly acquired multi-tasking snow removal equipment; completed multiple public meetings discussing upcoming airport projects; selected a new vendor to replace aging revenue and access control equipment in the parking lot; and completed bid documents and received bids on a new 25,000 square foot hangar and a reconstruction of the airport Aircraft Rescue and Firefighting Building.

Federally funded projects generally have 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. State projects are also funded at least partially by aviation user fees. Local project commitments are funded with existing airport funds. **No new tax levy dollars are requested for airport 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.	Understand tenant facility needs and look for opportunities to partner to accommodate those needs to grow the usage of the airport.	Educate state and federal officials on the impacts of new regulatory standards on airports.
New hangar construction will further diversify airport revenue sources.	Pursued new opportunities to grow utilization of the airport.	Pursue opportunities to collaborate with other County departments, City of Eau Claire and other Airports to minimize expenses.

2022 Future Opportunities/Challenges

Continued recovery from the pandemic for the businesses located at the Airport will continue to be a major focus of 2022. While demand for leisure air travel has returned, it still remains to be seen when the business traveler will return. COVID has also had a dramatic impact on airlines ability to staff their operations, which will make it more important than ever for our community to fully utilize our airline service. CVRA will continue to do everything we can to inform the traveling public about the benefits of flying from their local airport. Travel in the era of COVID-19 is often safer in less congested airports like CVRA. Travelers do not have to compete with long lines or crowds; they are afforded ample room in our terminal to spread out and avoid confined spaces you might expect at larger airports which is extremely beneficial right now and we will continue to promote the local air travel experience.

CVRA also continue to focus on opportunities to grow the corporate and general aviation utilization of the Airport. We have invested in several new hangars in the last few years but there is still a high demand for aircraft storage of both large and small aircraft. Growth in this area of the airport is just as important to long-term success as the growth in airline related businesses.

Several exciting projects are planned for 2022. As previously mentioned, construction will begin on projects started in 2021 including a new 25,000 square foot hangar, construction of a replacement Aircraft Rescue and Firefighting building and replacement of airport terminal parking equipment. A project to rehabilitate the pavement on CVRA's primary runway and taxiway will be completed in 2022 and a project to replace the airport perimeter fence could start in late Fall 2022. The 2022 budget also includes funding for multiple other hangar development projects.

A grant application has been submitted to the FAA to update the Airport Master Plan. The Master Plan process will hopefully kickoff in 2022 and will have several opportunities for public and stakeholder participation. We hope interested parties will make time to provide input on future plans for the Airport.

Finally, the Bipartisan Infrastructure Law (BIL) will provide new opportunities to advance airport capital improvement projects. Additional clarification is expected in Spring 2022 on project eligibility.

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>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Number of passenger enplanements/deplanements	44,920	47,262	49,313	20,247	39,167
Number of community presentations	78	60	48	38	41
OUTCOMES	<u>Benchmark</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</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%	85%	82%	87%	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.	71%	5%	4%	-59%	79%
Commercial air service will be promoted in the community 50 times throughout the year.	50 or more	60	48	38	41

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>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Number of hangars rented for airport:	48 of 51	53 of 61	54 of 61	61 of 61	63 of 63
Aircraft Operations:	20,155	21,986	19,780	17,602	19,848
Gallons of Fuel:	1,559,984	1,736,335	1,672,577	1,003,139	1,163,738
OUTCOMES	<u>Benchmark</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
85% of airport owned hangars will be rented.	85%	87%	89%	100%	100%
Maintain percentage change of aircraft operations at a level equal to or greater than the change in the state average.	23%	9%	-10%	-11%	13%

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%	88%	93%	96%	87%
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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>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Percentage of terminal space rented that is available to airport partners	100%	100%	100%	92%	92%
Car rental concession fee revenue	\$106,960	\$120,594	\$132,956	\$85,372	\$153,033
OUTCOMES	<u>Benchmark</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
70% of total space available for rental to airport partners will be rented during the year.	70%	100.0%	100.0%	92%	100%
The current year concession fee earned from car rentals will be greater than or equal to the prior year.	\$85,372	\$120,594	\$132,956	\$85,372	\$153,033

2022 Community/Stakeholder Outreach

1. Jan 3 – Airport Newsletter
2. Jan 3 – County Presentation Information
3. Jan 10 – Airport Neighborhood Assoc Meeting
4. Jan 12 – Sunrise Exchange Club
5. Jan 13 – County Video Filming
6. Jan 20 – Leadership Chippewa Falls
7. Jan 31 – Leader Telegram ARFF Interview
8. Feb 1 – WQOW/WEAU Interviews
9. Feb 11 – Wis Aero Meeting
10. Feb 11 – WI Tourism Meeting

Upcoming Events

Pancake Breakfast/Fly-In – May 7, 2022

Chippewa Valley Airshow – June 4-5, 2022

<u>Operational Area</u>	<u>Frequency</u>	<u>Next Review</u>	<u>Notes from Last Review and Areas for Improvement</u>
Staffing Numbers and position descriptions	Annual	Feb-22	<ul style="list-style-type: none">- Filling part-time maintenance tech has been a challenge so changes may need to be considered for that position.- On-call ground handler is new since 2020 review and has been a challenge to get shifts filled. Commissioners agreed AD should work with HR to make necessary adjustments to get positions filled.

**CVRA February 2022 Operational Review
Staffing (Number and Position Description)**

Position	Number	Position Summary
Airport Director	1	Administers, promotes, and supervises the operation, maintenance, and long range planning of the Chippewa Valley Regional Airport to ensure high standards of safety and security for its users and the cost-effective and financially sound operation of the facility. On-call 24-7
Administrative Specialist I	1	Under limited supervision, performs responsible administrative/clerical support to assist the Airport Director and Airport administrative office to ensure that the office operates efficiently. Ensures fiscal, contractual, and operational documentation are accurate and timely. Maintains records in compliance with regulations and requirements. The position is trained to assist with airport security coordinator duties and coordinates ground handling operations.
Maintenance Supervisor	1	Provides supervision, planning, direction and assistance to maintenance and custodial staff to maintain Airport buildings and grounds, equipment, machinery, and furnishings in good repair and in a clean, orderly, and safe condition. This position is required to train on aircraft rescue and firefighting equipment and respond in an emergency. Shift: 7:30am-4pm (M-F)/On-call 24-7
Lead Maintenance Tech	2FT	Leads the operation in the absence of the maintenance supervisor; provides oversight of custodian or custodian contractor; completes training and acts as Alternate Airport Security Coordinator; performs maintenance and custodial duties to insure Airport facilities and equipment are in good repair and in a clean, orderly and safe condition; ensures federal aviation regulations are followed. This position is also required to train on aircraft rescue and firefighting equipment and respond in an emergency. Shifts: 1:30pm-12am (Th-Su), 4:30am-12pm (Sa-Su) and 3:30pm-12am (M-W).
Maintenance Tech II	1 FT/1 PT/ 2 On Call	Performs maintenance and custodial duties to insure Airport facilities and equipment are in good repair and in a clean, orderly and safe condition. This position is also required to train on aircraft rescue and firefighting equipment and respond in an emergency. The part time shift for this position is 4am-8am (M-F) and the new full time position will work nights and every other weekend. This position was expanded in 2019 to also include on-call workers that are ARFF trained and can help year round.
Maintenance Tech I	3 On Call/ Seasonal	Performs maintenance and custodial duties to insure Airport facilities and equipment are in good repair and in a clean, orderly and safe condition. This on-call position was created to assist with snow removal and special projects. These positions are not ARFF trained.
Custodian	1 PT	Performs custodial duties to maintain the Airport terminal, grounds, and other Airport buildings in a clean, orderly, and safe condition. Primary focus is on airport terminal. This is a part time position limited to 16 hours per week.
On-Call Ground Handler	12	Responsible for ticketing, boarding flights, assisting passengers with special needs, processing baggage between baggage areas in the airport facilities and aircraft, receiving and dispatching aircraft. Shifts are difficult to fill because this is not a full time position. The position is limited to those who are currently or have previously worked for an airline. These positions are reimbursed by fees charged to airlines to ground handle their aircraft.

HAWTHORNE

GLOBAL AVIATION SERVICES

3800 Starr Avenue, Eau Claire, WI 54703
Phone: 715-835-3181 Fax: 715-835-9520
www.hawthorne.aero

February 2, 2022

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

RE: Flight Instruction/Aircraft Rental

Charity,

Gibson Aviation Services based at the Menomonie Municipal airport has expressed interest in providing flight instruction and aircraft rental for Hawthorne Aviation at the Chippewa Valley Regional Airport. Gibson has been providing flight instruction and aircraft rental at KLUM since 2012. They currently employ 7 certified flight instructors and own four single engine Cessna 172's and one Piper Seneca for multi-engine training.

Hawthorne Aviation is seeking approval from the Commission to allow Gibson Aviation Service to provide flight instruction and aircraft rental at the CVRA on behalf of Hawthorne based on the following:

- 1) Gibson will provide private, instrument, commercial and multi-engine instruction
- 2) A minimum of two aircraft will be provided at KEAU to meet Minimum Standards
- 3) All required insurance will be provided to CVRA and Hawthorne
- 4) Employment will be offered to the current Hawthorne instructors
- 5) Gibson will manage flight schedule and billing of all training and rental

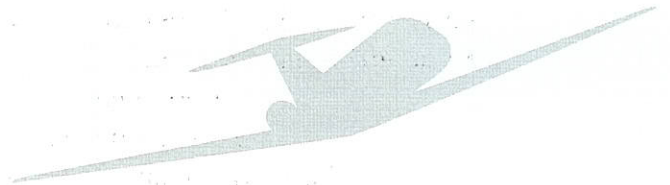
It is understood that in the event Gibson should terminate their interest in the flight school, Hawthorne would assume the responsibility of a flight school to maintain Airport Minimum Standards.

Let me know if you have any questions or concerns.

Thank you,



Jeff Husby
General Manager



STATE OF WISCONSIN

HANGAR, OFFICE LEASE & OPERATING AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease"), is made and entered into this ____ day of **February, 2022** by and between **Hawthorne Global Aviation Services, LLC**, hereinafter known as "Lessor" and **Gibson Aviation Services, LLC**, hereinafter known as "Lessee". Lessor and Lessee are hereinafter sometimes collectively referred to as "parties".

WITNESSETH:

WHEREAS Lessor is an authorized Fixed Base Operator at Chippewa Valley Regional Airport (KEAU) in Eau Claire, Wisconsin (the "Airport"), and leases (the "Master Lease") from Chippewa County Regional Airport a specified area of the Airport (the "Premises")

WHEREAS Lessor seeks to foster a safe environment for the operation of aircraft at the Airport while offering the sale of aircraft fuel and other services such as the rental of hangars, tie downs and parking.

WHEREAS, Lessee desires to lease a portion of the Premises (the "Leased Premises") as set forth in this Agreement and Lessor will allow the Lessee the right to provide certain required services on behalf of the Lessor (the "Operating Agreement").

WHEREAS, Lessor desires to Lease the Leased Premises to Lessee for the term and pursuant to the conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree hereto as follows:

Section 1. LEASED PREMISES

Lessor agrees to lease to Lessee the following: Community Heated Hangar space for two (2) Cessna 172 or equivalent size aircraft and one flight instruction office (Leased Premises). The Leased Premises shall be used solely for the storage of the above flight training aircraft and operation of a flight school and aircraft rental operation and if Lessee wishes to substitute another like sized aircraft that is owned or leased by the Lessee then this will be allowed with prior written notice.

Community Heated Hangar space is in no specifically defined or guaranteed hangar at any time and is at sole judgement of Lessor at all times. Lessor will attempt to accommodate specific hangar requests as possible but they are never guaranteed for any specific length of time or location.

Section 2. TERM

The term of this Lease shall be for a period of three (3) years and shall automatically renew for subsequent three (3) year terms until either Lessor or Lessee terminates the Lease by written notice as described herein below in Section 14.

Section 3. RENTS

For use of the Leased Premises, Lessee shall pay Lessor without demand the amount of **\$150.00** per month, per aircraft payable in advance on/or before the first day of each month, plus a late fee of \$50 if the payment is not received by Lessor by the 10th day of the month that the payment is due.

Payments for rent may be paid by credit card or check. In such event, Lessee shall as a condition precedent to any obligation by Lessor, maintain on file with Lessor a valid credit card. Lessee expressly consents and authorizes Lessor to charge the rents, and any other outstanding debts to Lessee to the credit card on the first day of each month. Lessee shall execute any documents necessary to enable Lessor to charge the credit card. Lessor's liability arising from an error in the process of charging the credit card shall be limited to the actual amount in error. First month's rent will be pro-rated based on the actual arrival date of the aircraft.

On January 1st, 2023 rent will automatically increase 3% and on the first day of January each year thereafter that this agreement remains in full force.

Section 4. HOLDING OVER

If this Lease is terminated by Lessor, and Lessee fails to vacate the Leased Premises by the termination date set forth in the termination notice, Lessee shall be considered to be holding over and the rent shall be three times the rent set forth in this Lease as liquidated damages. In the event of holding over by Lessee, Lessor reserves all other rights and remedies available in addition to the collection of liquidated damages pursuant to the automatic payment method set forth in Section 3 of this Lease. Accrual and/or acceptance of the liquidated damages by Lessor do not extend the term of the Lease or convey any additional rights upon Lessee.

Section 5. USE OF PREMISES

The Leased Hangar space shall be used exclusively for the storage and parking of Lessee's aircraft in conjunction with operation of a flight school and aircraft rental operation. Lessee may have one locked and labeled storage cabinet in the hangar for misc. aircraft support materials if aircraft is in a community hangar. Lessee shall not store any hazardous material or substances, or flammable liquids, including but not limited to Jet A, gasoline, empty fuel cans, and liquid fuels other than the fuel stored in a manufacturer's tanks onboard the aircraft in or about the Leased Premises.

Lessee shall not store anything in a hangar which in the sole opinion of Lessor may cause any additional exposure and/or risk of damage or liability to Lessor. Lessee shall not use the Leased Premises to store ANY automobiles, or any other type of vehicle, trailer or boat (either short or long term) or perform other non-aviation related activities.

Vehicles may only be parked in parking spaces that have been approved & marked by the Airport and vehicles not in approved marked parking spaces risk being towed at owners' expense.

Ramp driving access with vehicles is a privilege and all Airport and Lessor ramp driving rules and regulations must be adhered to at all times. Any violation of these will result in the suspension of your ramp vehicle driving privileges.

Violation of any of these uses will constitute immediate breach of the terms of this lease.

Section 6. OPERATING AGREEMENT

Lessee shall have the right and agrees to operate as a flight school providing flight instruction and aircraft rental in accordance with the minimum standards as established by the Airport and provides this service as a third-party entity on behalf of the Lessor to fulfill Lessor's obligation in its Master Lease with the Airport to provide such flight training activities. Lessee will provide a minimum of two (2) flight training aircraft at the Airport and the necessary flight instructors to support the aircraft and flight training demand.

Lessor grants Lessee no other rights to operate on its premises as anything other than a flight school and aircraft rental as described above. Lessee shall purchase all aviation fuel from Lessor and such fuel will be provided at \$.50 over Lessor's cost. Lessee will not provide any other operations at the Airport in direct or indirect competition with the Lessor.

Lessee will offer employment to Lessor's current flight instructor staff. Lessee will manage flight scheduling and invoicing of all flight training and all revenue from such activities are the sole property of the Lessee.

Lessee will provide scheduled and unscheduled maintenance on Lessee flight training aircraft unless otherwise requested of the Lessor to provide such support at Lessor's standard shop rate.

Lessor will provide line services for aircraft positioning in and out of hangar as requested with ample notice at no additional charge.

Lessor will allow mutually agreeable signage to be placed in and on FBO building as permitted by the Airport.

Lessor will provide Lessee with current flight instruction customer list and will refer any future flight instruction or aircraft rental inquiries to Lessee as long as this agreement is in full force and effect.

Section 7. FORUM / SERVICE OF PROCESS

All parties acknowledge that this contract is formed and performed in the state of Wisconsin, Eau Claire County. If a dispute which results in litigation arises the parties agree that the proper venue and jurisdiction shall be Eau Claire County Wisconsin.

Section 8. CHOICE OF LAW

The nature, validity and effect of this Lease shall be governed by and construed in accordance with the laws of the state of Wisconsin.

Section 9. AIRPORT RULES AND REGULATIONS

Lessee shall promote a safe airport environment by following all the rules and regulations of Lessor and the Airport. Lessee shall familiarize itself with all rules and regulations of Lessor and the Airport. The rules and regulations are available for inspection during normal business hours at Lessor's terminal building. Lessee shall apprise all guests and passengers of any rules and regulations that apply to them.

Lessee agrees that this lease is subordinate to the Master Lease held by the Lessor and any terms of the Master Lease will always supersede this lease. As the Master Lease is a public document it can be obtained from the Airport for review at any time by Lessee.

Section 10. INSURANCE

Lessee shall maintain commercial flight training liability insurance on any and all aircraft stored or parked in the Leased Premises or Premises and all operations associated with Lessee's flight training or aircraft rental operations. The minimum limits of such coverage shall be \$1,000,000.00. Lessee shall provide proof of said insurance upon execution of this agreement and Lessor shall be named as additional insureds on all coverage. Lessee acknowledges that Lessor does not provide any insurance coverage for the benefit of Lessee. Lessee acknowledges that the amount of rents does not contemplate any liability whatsoever on the part of Lessor. Lessee acknowledges that it has an opportunity to obtain insurance for any other foreseeable or unforeseeable casualty that might result from use of the Premises and Leased Premises.

Lessee will not hold Lessor liable for any liabilities in regards to Lessee's flight training or aircraft rental operations.

Section 11. WAIVER OF WARRANTIES

Lessee accepts the Leased Premises AS IS. Lessee waives all warranties, express or implied, regarding the Premises and Leased Premises, including but not limited to merchantability and fitness for use for a particular purpose. The parties acknowledge that the amount of rent charged by Lessor for rental of the property is based in part upon the mutual agreement that Lessee will protect its interests by purchasing and maintaining sufficient

insurance to cover any casualty or damage sustained to the aircraft stored in or on the Premises or Leased Premises. Lessor shall not be liable for any damage to the aircraft or other personal property stored in or on the Premises, Leased Premises or any part of Lessor's airport property.

Section 12. ENTRY BY THE LESSOR

Lessor shall have the right to enter the Leased Premises at any time for inspection with 24 hrs. advance notice. In case of an emergency Lessor may enter the premise without advance notice.

Section 13. NOTICES

Whenever a notice or other communication is required or permitted hereunder, such notice or communication shall be in writing and shall sent via electronic mail.

The parties' respective addresses for notice purposes are as follows:

Lessor: Hawthorne Global Aviation Services, LLC.
Attn.: General Manager
3800 Starr Ave.
Eau Claire, WI 54703

Email address: keau@hawthorne.acro

Lessee: Gibson Aviation Services, LLC.
Attn.: Darrel Gibson
1400 Indianhead Dr. E
Menomonie, WI 54751
715-220-6549

Email address: darrel@gibsonaviation.com

Section 14. TERMINATION

Either party may terminate this Lease providing one hundred eighty (180) days prior written notice to the other party notifying the other party of the intent to terminate this Lease and the effective date of termination.

Upon termination for any reason Lessee shall leave the Leased Premises clean, broom swept and in substantially the same condition as when received, ordinary wear and tear expected.

Section 15. UTILITIES

Utilities (up to \$100 for basic usage) will be included in the monthly hangar charge for community use heated hangars. Internet service is the responsibility of Lessee and Lessor will allow the installation of such services.

Section 16. SUBLEASE, ASSIGNMENT, NOVATION

Lessee shall not sublease the property, assign any rights created by this agreement, nor enter into a novation without the written authorization of Lessor. Nothing in this agreement shall be construed or interpreted to require Lessor to consent to a sublease, assignment, or novation.

Section 17. PAYMENT FOR OTHER SERVICES

Lessee acknowledges that this Lease does not establish or create any type of charge account, credit account, or credit privileges for other services including but not limited to fuel and maintenance. Lessor does not provide Lessee with any credit privileges. Lessee acknowledges that all products and services provided by Lessor are due and payable at the time the product or service is delivered or rendered. Lessee must maintain a valid credit card on file for these additional charges and authorizes Lessor to charge said credit card for these additional charges.

Section 18. INDEMNIFICATION

Lessee shall indemnify Lessor, its employees and agents, and the Airport, its employees, and contractors from any and all claims, demands, suits, costs and expenses asserted by any person or entity for damages for injury to persons (including death) damage to property or persons arising from any act or omission by Lessee, his agents, guests, invitees, or licensees related to the use of the Premises and/or Leased Premises.

Lessor shall not be liable for and Lessee shall hold Lessor and the Airport harmless from damages to a Lessee's property caused by any act of God, fire, flood, strike, accident, labor dispute, riot, insurrection, war or any other cause beyond Lessor's or the Airport's reasonable control.

Section 19. MODIFICATION

No amendment or modification of this Lease shall be binding unless the same shall be in writing and duly executed by all parties.

Section 20. ENTIRE AGREEMENT

This Lease contains the entire understanding between the parties and supersedes any other prior written or oral agreement between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Lease which are not fully expressed herein.

Section 21. SEVERABILITY

In the event that any provision of this Lease shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Lease.

Section 22. BINDING EFFECT

This agreement shall be binding upon all parties and their permitted assigns, successors in interest, personal representatives, estates or legatees.

Section 23. CAPTIONS AND SUBTITLES

In a section or paragraph titles or captions contained in this Lease are for convenience only and shall not be considered a part of the context of this Lease. All pronouns in any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms' corporation or corporations may require.

The parties below have read and understand this Lease, and have had an opportunity to have the Lease reviewed by legal counsel prior to executing this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal as of the day and year set forth below.

LESSOR:

Hawthorne Global Aviation Services, LLC.

By:

Title: General Manager

Date: _____

NOTE: THIS LEASE IS BINDING ONLY when duly executed by an authorized representative of Hawthorne Global Aviation Services, LLC.

LESSEE:

Gibson Aviation Services, LLC.

By:

Title: _____

Date: _____



AECOM
558 North Main Street
Oshkosh, WI 54901
aecom.com

January 19, 2022

AECOM Proposal No.
OPP-1167347

WDNR BRRTs No.
02-18-588115

Ms. Charity Zich
Director
Chippewa Valley Regional Airport
3800 Starr Avenue
Eau Claire, WI 54704

Proposal for Per-and Polyfluoroalkyl Substances (PFAS) Environmental Site Investigation Field Activities at the Chippewa Valley Regional Airport Property, Eau Claire, Wisconsin

Dear Ms. Zich,

AECOM Technical Services, Inc. (AECOM) is pleased to submit this proposal for Per- and Polyfluoroalkyl substances (PFAS) environmental Site Investigation (SI) field activities at the Chippewa Valley Regional Airport (CVRA) property (Site) located in Eau Claire, Wisconsin.

The proposed scope of work is based on AECOM's work plan submitted to the Wisconsin Department of Natural Resources (WDNR) on November 18, 2021 and comments and recommendations provided by WDNR Project Manager, Matthew Thompson during a telephone conversation on December 20, 2021. The WDNR's recommended additions are incorporated in this proposal. The following provides AECOM's project understanding and our proposed scope of work to initiate the NR 716 Site Investigation.

Scope of Services

As indicated in the November 2021 work plan to WDNR, site investigation activities will be conducted in a phased approach to determine if Aqueous Film Forming Foam (AFFF) may have impacted the environment with PFAS. AECOM identified four initial Areas of Concern (AOCs) based on evaluation of site background information, the use of AFFF, and a review of receptors including groundwater and surface water. The four AOCs are the AFFF Testing Area, Live Fire Training Area #1, Live Fire Training Area #2, and the Aircraft Accident Site.

Task 1 Field Investigation Activities

The proposed scope of work for the initial SI activities includes a combination of a shallow soil sample obtained using a hand auger and the drill rig advancement of five (5) soil borings to a depth of approximately 75 feet below ground surface (bgs). Borehole advancement will be followed by the construction of NR 141 compliant groundwater monitoring wells in each of the five (5) soil borings. Several existing National Presto Industries (NPI) Superfund National Priorities List site (EPA Site ID WID006196174, WDNR BRRTS Activity No. 02-09-000267) monitoring wells located on the airport property will also be used for groundwater elevation measurements and groundwater sampling. Phase I of the SI is anticipated to be completed in late Winter 2022. The timing and scope of work associated with any subsequent SI phases will be dependent upon the results of Phase I.

Additional details for the field Investigation scope of services are as follows:

Health and Safety Plan

A site-specific Health and Safety Plan (HASP) will be prepared and be updated, as needed, for the field work. The HASP will contain a summary of known site contaminants and other site hazards, emergency resources available, personnel protection, decontamination procedures and emergency procedures recommended for this project. Project field personnel will read and be familiar with the Plan prior to beginning the fieldwork. The Plan will be discussed on site with CVRA personnel prior to field activities to assure risks and responses for the project are understood.



Utility Clearance

AECOM, or its drilling subcontractor, will contact Digger's Hotline to locate public utilities in the investigation areas prior to commencing work. Additionally, AECOM will subcontract with a private utility locate service to locate and mark private utilities (i.e. power to light poles, on-site storm sewers, etc.). AECOM will also work with CVRA facility personnel to check and clear private utilities associated with airport operations for each boring location.

Soil Borings, Soil Sampling, and Monitoring Well Construction

AECOM has provided proposed soil boring locations, see Figure 1. Some of these locations are near airport traffic areas and will require Federal Aviation Administration (FAA) notification and approval to access the areas. AECOM will work with CVRA personnel to provide safe access to the work zones as necessary. This may require scheduling field work during low air traffic periods and/or creating exclusion zones around the work areas.

AECOM will advance one (1) hand auger and five (5) drilled soil borings. The drilled soil borings will be converted into NR 141 compliant groundwater monitoring wells. The proposed boring locations and the rationale based on the AOCs described above are as follows:

- Hand auger ASB-01: Assess if AFFF impacted soil is present at the location of Aircraft Accident Site AOC.
- Soil borings and monitoring wells AMW-01 and AMW-02: Perimeter monitoring wells for groundwater monitoring and to assist with determining groundwater flow direction, possibly downgradient from the AFFF Testing AOC.
- Soil boring and monitoring well AMW-03: A potential source area monitoring well to assess soils and groundwater within the AFFF testing AOC and its associated Sub-watershed V.1.
- Soil boring and monitoring well AMW-04: A potential source area monitoring well to assess soils and groundwater within the Live Firing Training Area #1 AOC.
- Soil boring and monitoring well AMW-05: A potential source area monitoring well to assess soils and groundwater within the Live Firing Training Area #2 AOC.

AECOM will advance hand auger ASB-01 to a depth of approximately 3 feet bgs. One soil sample will be collected from the proposed hand auger location from 1 to 2 feet bgs to assess sub-surface conditions. The boring location is approximate and subject to change due to underground utility locations and other property related obstructions.

A total of five (5) soil borings will be advanced using PFAS free protocols by a sonic drill rig. Boring locations are approximate and subject to change due to underground utility locations and other property related obstructions. Based on the known site geology and anticipated depth to groundwater, difficult drilling conditions could be expected using other conventional soil/groundwater sampling and well installation methods (e.g., hollow-stem auger) without injecting large amounts of water (i.e., drilling fluids) into the aquifer. As such, sonic drilling technology was selected for the CVRA site for its proven "deep" drilling capabilities. The technology is ideal where undisturbed core sampling through almost any type of geological formation is desired. By rotating and vibrating the drill rod, core barrel, and casing at sonic frequencies a clean borehole is advanced, cored, and cased at the same time. Continuous cores are produced using a single tube core barrel and an override casing. The technology provides many advantages over other types of drilling techniques, including the ability to drill to greater depths and minimized crew tool handling while minimizing generation of investigation-derived waste (IDW) and introduction of water to the aquifer.

The sonic soil borings will be advanced in 5-foot or 10-foot intervals to an approximate depth of 75 feet bgs. Field soil samples will be transferred from the core barrel to a plastic sheath in intervals where soil classification and collection of laboratory samples is required. The soil samples will be subdivided by depth and described in the field with respect to the soil type, grain size distribution, and color (or discoloration), odor, and moisture content as well as field-screened with a photon-ionization detector (PID). Visual observations of the recovered material will also be documented in accordance with ASTM Method D-2488-93. Field observations from the borings will be recorded on a soil boring log. Equipment will be decontaminated between borings using potable water and Alconox.



Upon completion of each boring AECOM will collect soil samples as follows:

- Soil borings AMW-01 and AMW-02: One soil sample from above the water table, which is estimated to be approximately 70-feet bgs.
- Soil boring AMW-03: A total of three soil samples. One sample collected from 1 to 2 feet bgs to assess near surface conditions, one sample from approximately 40 feet bgs at the midway point between the surface and the assumed water table, and one sample from above the water table.
- Soil borings AMW-04 and AWM-05: A total of two soil samples. One sample collected from 1 to 2 feet bgs to assess near surface conditions and one sample from above the water table.

AECOM will submit soil samples to an analytical laboratory for per- and polyfluoroalkyl substances (PFAS) analysis. In addition, field blanks, equipment blanks, and duplicate samples will be collected as described below.

After the borehole is completed, NR 141 compliant 2-inch groundwater monitoring wells will be installed. Groundwater is anticipated to be approximately 70-feet bgs. The wells will be constructed in general conformance of NR 141.11 and NR 141.13 with filter sand 1.0-foot above the screen and the remaining annular space sealed with bentonite to the ground surface. The wells will be developed in general conformance of NR 141.21 by 30-minutes of alternately surging and purging the well to remove turbid material from the well-screen area. Once the surge and purge process has been completed, the well will be pumped until the removal of ten well volumes or dry three times, whichever comes first, has been completed. The well will then be allowed one week to stabilize prior to sampling.

Borings not converted into wells will be sealed, in accordance with NR 141, Abandonment Requirements, with bentonite chips, neat cement grout, bentonite-cement grout, sand-cement grout, concrete or bentonite-sand slurry. Grouts or slurries will be placed by a tremie pipe at the bottom of the boring and grouted until the grout flows to the surface. The grout will be allowed to settle for a minimum of 24 hours. If settlement occurs, bentonite chips will be gravity poured to 1 foot of the surface and the boring topped off with drill cuttings or natural fill material. Borehole abandonment will be documented on a WDNR Well / Drillhole / Borehole Filling & Sealing Report, Form 3300-005.

Groundwater Sampling

The five (5) monitoring well locations will be sampled using PFAS free protocols. The wells will be purged three well volumes via a high-volume purge pump such as a Proactive Hurricane XL pump with non-Teflon lined HDPE tubing using low-flow sample techniques. Groundwater samples will be collected from each well and placed into laboratory-supplied 250mL HDPE plastic sample bottles for laboratory analysis for the PFAS Wisconsin 33-compound list. The bottles will be labeled, logged on the chain of custody, stored on ice in an insulated cooler, and then shipped by common carrier to the laboratory. In addition, field blanks, equipment blanks, and duplicate samples will be collected as described below.

AECOM will also request permission from NPI to sample their monitoring wells located on the airport property. NPI wells MW-49A, MW-51A, MW-52A, MW-53A, MW-54A, and MW-55A will be included in the water level gauging event to assist with the creation of a groundwater water contour map. NPI wells MW 51A and MW-55A will be sampled for PFAS, as described above, in conjunction with the sampling of the newly constructed monitoring wells.

Well Survey

AECOM will survey the new monitoring well locations (Wisconsin State Plane NAD 83 datum) and top of casing elevations (vertical datum NAVD88). Additionally, AECOM will work with NPI's consultant to obtain survey data for their on-airport property wells.

PFAS Sampling Considerations

Sampling will be conducted by an AECOM-certified PFAS sampling team. AECOM certification requires attending an AECOM internal PFAS sampling training course and reviewing the PFAS Sampling Guidance document designed to make AECOM samplers aware of the products that are known to have tested positive for PFAS compounds, as well



as identifying products that are appropriate to use in the sampling environment. Care will be taken by the AECOM sampling team to use PFAS-free sampling protocols.

PFASs are present in hundreds of commercial items (e.g. waterproof clothing). With analytical reporting limits for PFASs being in the parts per trillion range, reasonable care must be taken to minimize the potential for non-site related PFAS compounds being introduced into the samples.

Specific items that must not be brought on-site include:

- Field sampling items or equipment that contain Teflon® and that will be in direct contact with the sampling media,
- Gore-Tex® treated fabrics or clothing
- Any item in the ingredient list that includes the term “fluoro”
- Aluminum foil
- Teflon-bearing plumber’s tape
- Blue (or chemical) ice
- Clothing or boots described as waterproof, water-resistant, or stain-treated
- Tyvek® or coated Tyvek
- Clothing that has been washed with fabric softener as fabric softeners may contain PFAS
- Waterproof field books (e.g. Rite in the Rain®)
- Plastic clipboards, binders, or spiral hard cover notebooks
- Post-it Notes®
- Food packaging material
- Markers

Sample pumps will be checked for Teflon® (fluoropolymer materials) including check valves, O-rings, and bladders. Teflon® (fluoropolymer materials) must not be used and, if present, will be replaced with PFAS-free parts (HPDE and silicon tubing are acceptable).

Laboratory Analytical Methods

Soil and groundwater samples will be analyzed by VISTA Analytical Laboratory (El Dorado Hills, CA), a State of Wisconsin approved specialty lab, for PFAS compounds using EPA Method 537 Modified - Isotope Dilution. The analyte list will include the current State of Wisconsin 33-compound list and Level IV quality control reporting will be provided by the lab. The samples will be analyzed on a standard (21 day) turn-around-time (TAT). Due to the use of the isotope dilution method, Matrix Spike/Spike Duplication (MS/MSD) analysis will not be requested.

If the monitoring wells do not yield clear groundwater samples, the laboratory may centrifuge the sample to reduce the turbidity prior to analysis. An additional cost may be incurred for this service.

Quality Assurance

Standard sampling protocols for PFAS compounds include the use of field and equipment blanks due to the possible ubiquitous nature of these compounds including the potential presence of these compounds in sampling equipment and supplies, and to assess the possibility of cross-contamination during sampling, transport and storage of samples.

Field Blank: A single field blank will be collected adjacent to a current drilling location during the drilling activities. Field blanks will be collected by pouring laboratory-certified PFAS-free water into a laboratory-provided sampling container.



Equipment Blank: AECOM will collect one PFAS equipment blanks during each drilling field work mobilization. The equipment blank will be obtained by pouring laboratory certified PFAS free water over the deconned drilling equipment and collecting the water in a laboratory provided bottle.

Water Blank: A single sample of the water used by the driller during drilling will be obtained as a water blank. The sample will be collected from a location/equipment representative of the water used down-hole during drilling.

AECOM will collect the following quality assurance samples during groundwater sampling field work:

Duplicate Sample: One field dup will be obtained for every 10 groundwater samples.

Field Blank: A single field blank will be collected adjacent to a current sampling location during the groundwater sampling activities. Field blanks will be collected by pouring laboratory-certified PFAS-free water into a laboratory-provided sampling container.

Equipment Blank: A single equipment blank will be obtained by pouring laboratory certified PFAS free water over and through disposable or decontaminated groundwater sampling equipment and collecting the water in a laboratory provided bottle.

The blanks and duplicate samples will be shipped to the laboratory with the field samples.

AECOM will provide laboratory data validation review using procedures described in the National Functional Guidelines for High Resolution Superfund Method Data Review (EPA, April 2016), as appropriate.

Investigation Derived Waste (IDW) Management

Excess soil generated during the advancement of the soil borings and the installation of the wells will be placed into labeled 55-gallon drums that will be temporarily staged on-site at a location approved by CRVA until the analytical results from testing are available and the proper disposal methods are determined. Likewise, water generated from the development and/or purging and sampling the monitoring wells will also be placed in labeled poly tanks, totes, or 55-gallon drums until proper disposal methods are determined. Based on the scope of the proposed assessment, it is anticipated that up to approximately thirty (30) drums of soil and fifteen (15) drums of water will be generated during the assessment. AECOM will assist CVRA with coordinating proper disposal of the investigative wastes. Due to the changing nature of PFAS regulations and the general lack of acceptance of PFAS wastes at regulated landfills, AECOM's proposal does not include fees for off-site disposal of the investigative waste. AECOM will work with CVRA to determine proper disposal and include the costs as a Change Order if necessary.

Task 2 Sample Notification and Site Investigation (SI) Report

AECOM will notify the WDNR within ten business days after receiving the sampling results via the WDNR Form 4400-249.

The SI report will generally follow WAC NR 716.15 requirements, which includes, site general and background information, investigation methods, sampling and analysis requirements, field and analysis results, and conclusions and recommendations. Results will be compared to the Wisconsin Department of Health Services (WDHS) Cycle 10 and Cycle 11 proposed PFAS enforcement standards (ESs) and preventive action limits (PALs). Additionally, a cumulative Hazard Index (HI) will be calculated using WDHS' recommended method for assessing the cumulative risk of PFAS using the individual compound Hazard Quotients (HQs). Tables summarizing laboratory results and figures that include well locations, groundwater flow, extent of contamination will be included. The required groundwater monitoring wells forms, boring forms, and well/borehole abandonment forms will be completed and attached to the report. A Remedial Action Options Report (RAOR) is not proposed at this time. Based on the results of the initial site investigation, a second phase of investigation activities may be necessary. The initial site investigation report will provide recommendations for further delineation of PFAS AOCs, if necessary.



Project Schedule

Field tasks are anticipated to commence in late Winter 2022, dependent upon driller availability and weather conditions. A Subsurface Investigation report in general conformance to NR 716 will be submitted to the WDNR within approximately 60 days of receipt of the final analytical data.

Project Phase	Date (week starting)
Soil Borings and Well Installation and Sampling	February/March 2022
Receipt of Analytical Results	March/April 2022
Site Investigation Letter Report	May/June 2022

Cost Estimate and Assumptions

Invoice amounts will be based on actual units utilized at the agreed upon rates and will include travel costs and other expenses incurred by AECOM in rendering the proposed services. AECOM will not complete additional services without prior authorization.

The estimated cost to complete the tasks described in this proposal is \$99,095 and is based on AECOM's current understanding of the project scope of work.

Task	Total Task Cost
Task 1 – Field Investigation	\$82,955
Task 2 – Sample Notification and Site Investigation (SI) Report	\$16,140
Total Cost	\$99,095

Based on the costs associated with the sonic drilling technology and the unknown depth to groundwater, AECOM recommends a contingency be in place to account for potential boring and well construction to greater depths than the estimated/proposed 75 feet bgs. Each additional foot of sonic boring advancement and well construction costs \$73 per the selected drilling subcontractors' quote. Approximate costs to advance each of the five (5) borings an additional 10 feet (50 feet total) would be \$3,650. Material costs will also increase based on the need to containerize additional soil and potentially additional water (\$65/drum) for two additional drums. In general, the time required to advance borings increases significantly with increased boring depths. As such, advancing borings an additional 50 feet total (each boring to 85 feet bgs versus 75 feet bgs) is anticipated to add at least two full days of fieldwork, increasing AECOM's field labor and other direct costs (estimated \$1,400/day) and subcontractor per diem costs (\$650/day). It is also noted that the driller has included a line item on their quote for "Stand-by Time" at a rate of \$150/hour. While it is unlikely the driller would charge this line item, if extended delays are experienced that are out of AECOM or the drillers control (e.g., airport operations), the driller may feel justified to charge for Stand-by Time for idle equipment and labor on site. The contingency cost for 8 hours of AECOM and contractor time is added to the below. The below contingency is not included in our costs but is recommend for CVRA to include within the project budget.

Recommended Contingency	Total Contingency
Task 1 – Field Investigation	\$9,000

AECOM's cost to complete the work is based on the following assumptions:

- Services described in this proposal will be performed on a time-and-expense/unit-cost basis. The unit prices for various elements of service outlined in this proposal are provided in the attached Commercial Terms, which will apply to AECOM's services described in this proposal if the proposal is accepted by CVRA within 60 days after the date of the proposal.



- The Commercial Terms and General Conditions of Service attached to this proposal are expressly incorporated into, and are an integral part of, our contract for professional services. As formal authorization to proceed, please sign the attached authorization form and return it to our Oshkosh office.
- Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to AECOM upon receipt of the invoice, unless specifically arranged otherwise in writing. Of course, if you wish to discuss the terms, conditions, and provisions of our proposal, we would be pleased to do so.
- One review cycle on the draft of the SI Report will be enough to address the CVRA team's comments.
- No delays in work beyond AECOM's control are experienced during the project.
- Obtaining subsurface samples can be hazardous, particularly when the exact location and positioning of underground structures and utilities are unknown. AECOM will contact Digger's Hotline to clear public utilities; however, AECOM will require CVRA to assess the proposed boring locations to clear private utilities and subsurface structures. AECOM will not be liable for damages to unidentified or misidentified subsurface structures or utilities or any damage or contamination to the site or surrounding properties occurring as a result of unidentified or misidentified public or private subsurface structures and utilities.
- Subcontracted services and commodities will be subject to a 5 percent handling charge.
- This proposal is valid for 60 days.
- Review fees with agencies are not included.
- As you are aware, the world is experiencing a pandemic as it relates to the coronavirus COVID-19 ("Coronavirus"). This health emergency has the potential of impacting multiple facets of the project including, without limitation, labor, personnel, manufacturing, equipment, materials, transportation and related supply chains, and tasks such as remediation at this site all of which have the potential to adversely impact the critical path of the project schedule. These potential, unusual, and unavoidable delays are outside of the control of AECOM and cannot be anticipated or determined in advance

AECOM appreciates the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact Andrew Mott at (920) 236-6713, andrew.mott@aecom.com, or Dave Henderson at (414) 944-6190, dave.henderson@aecom.com.

Yours sincerely,

AECOM Technical Services, Inc.

Andrew G. Mott, P.G. (WI), CPG
Senior Project Manager

Dave Lowry, P.E. (MO/IL)
Associate Vice President

enclosures: Authorization

cc: Tim Sullivan, Eau Claire County



Authorization

January 19, 2022

I hereby authorize AECOM to proceed with the scope of work to perform **PFAS Environmental Services for the Chippewa Valley Regional Airport property in Eau Claire, Wisconsin** as described in AECOM's proposal number OPP-1167347 dated January 19, 2022, with a budget authorization of \$99,095 under the general terms and conditions specified in the proposal.

Signature

Date

Print Name

Title/Organization

I agree to accept invoices from AECOM via e-mail and not postal mail:

Yes

Signature: _____

E-mail address: _____

Recipient Mr./Ms.: _____

Return to:

Name: Andrew Mott

Address: 558 North Main Street
Oshkosh, WI 54901

Email: andrew.mott@aecom.com

Phone: 920.236.6713

General Conditions

Effective: September 17, 2020

As used herein, the term "AECOM" shall mean AECOM Technical Services, Inc., and the term "Client" shall mean (each individually a "Party" and collectively, the "Parties").

1. ACCESS. Client grants or shall obtain for AECOM and its subcontractors authority to enter the property upon which AECOM's Services are to be performed ("Site"), at Client's expense. AECOM shall not be responsible or liable for the errors, omissions, or other acts of any other consultants, contractors, or parties engaged by Client or present at any Site, nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

2. CLIENT INFORMATION. Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

3. STANDARD OF SERVICES AND WARRANTY. AECOM agrees to perform its services as described in the applicable proposal for services submitted to Client ("Services") in accordance with the degree of professional skill, quality, and care ordinarily exercised by members of the same profession practicing in the same location at the same time under comparable circumstances and providing services of a similar nature and as expeditiously as is consistent with professional skill and the orderly progress of the Services. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by AECOM are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by AECOM's investigation and the portions of the Site actually investigated, sampled or tested by AECOM. AECOM shall, for the protection of Client, request from all vendors and subcontractors from which AECOM procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. AECOM's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standard and to remedy any material deficiencies or defects in the Services at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such material deficiency or defect within a reasonable period after discovery thereof, but in no event later than ninety (90) days after AECOM's completion of the Services. Except as provided in this Section 3, AECOM makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence, or otherwise.

4. CONFIDENTIALITY. "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either Party discloses Confidential Information to the other Party in connection with this contract (excluding AECOM's Work Product that is delivered to Client or others hereunder), the Party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the Parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving Party; (iii) the receiving Party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing Party; (iv) is independently developed by the receiving Party; or (v) is required to be disclosed by law or court order. Client agrees that AECOM may use and publish Client's name and a general description of the Services provided to Client in describing AECOM's experience and qualifications to other clients and potential clients.

5. WORK PRODUCT. "Work Product" consists of all reports, notes, laboratory test data and other information prepared by AECOM for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided and provided further the Work Product shall be used solely for the purpose for which the Work Product was intended. All Work Product prepared by AECOM shall be for the sole and exclusive use of Client and no other person or entity. Client agrees that no third party (with the exception of governmental entities or agencies) shall have the right to use or rely on the Work Product without the written consent of AECOM and the third party's agreement to be bound by the same terms and conditions as Client and to execute a third party reliance letter agreeable to AECOM.

6. INSURANCE. AECOM shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per claim and in the aggregate.

7. INDEMNITY. AECOM shall indemnify and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AECOM. Client shall indemnify and hold harmless AECOM, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of Client.

8. PAYMENT & CHANGES. Invoices will be issued monthly or twice per month at AECOM's discretion, itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due within thirty (30) days of invoice date. Notwithstanding any other provisions of the Agreement to the contrary, AECOM shall be entitled to additional compensation for work in the event that AECOM experiences any increases in costs due to changes in AECOM's scope of work from that included in AECOM's proposal for Services submitted by AECOM to Client or for additional work requested by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by AECOM. AECOM shall be compensated for all such additional work either (1) as agreed in writing by the Parties; or (2) on a time and materials basis in accordance with AECOM's then current standard commercial rates.

9. WAIVER OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY OR THEIR PARENT COMPANIES, AFFILIATES, AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, OR INTERRUPTION OF BUSINESS, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. ENVIRONMENTAL CONDITIONS. Client shall provide (or cause the Site owner to provide) AECOM with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against AECOM and to indemnify, defend and hold AECOM harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client agrees to advise AECOM of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder. Nothing in this Agreement shall be construed or interpreted as requiring AECOM to assume the status of, and Client acknowledges that AECOM does not act in the capacity nor assume the status of, Client or others as a "generator," "owner," "operator," "transporter," "disposer," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state, or local law, regulation, or ordinance. Client acknowledges that AECOM has neither created nor contributed to the creation or existence of any air, subsurface, ground, or other environmental hazards, contamination, or pollution or the presence of toxic or hazardous substances or materials, whether latent or patent, at any Site prior to the date on which Services commenced ("Pre-Existing Conditions"). Client assumes all responsibility and liability for Pre-Existing Conditions, and further agrees to defend, indemnify, and hold AECOM harmless from any claims, demands, losses, liabilities, causes of action, actions, suits, damages, costs, penalties, fines, and expenses, including reasonable attorneys' fees, of any kind or character, arising from or relating to Pre-Existing Conditions of, except where such are caused by the sole negligence or willful misconduct of AECOM, it being the intention of Client to assume any liability alleged to have resulted from AECOM's joint or concurrent negligence.

11. INDEPENDENT CONTRACTOR. In performing Services under this Agreement, AECOM will act solely as an independent contractor and shall not be regarded as a subsidiary, partner, joint venturer, affiliate, representative, employee, servant, or agent of Client.

12. FORCE MAJEURE. Neither AECOM nor Client shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including acts of God, fire, flood, extraordinary weather conditions, natural catastrophes, unanticipated or differing Site conditions, changes in law or regulations, explosion, war (whether declared or not), civil unrest, terrorism, sabotage, computer viruses, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, the Coronavirus (SARS COV-2) and such related diseases (e.g., COVID-19) outbreak, strikes, lockouts, industrial disturbances, requests, acts, or intervention of a governmental agencies or authorities, court orders, labor relations, accidents, delays, the inability to obtain materials, equipment, fuel, or transportation, or other events or

circumstances beyond the reasonable control of the claiming Party ("Force Majeure Event"). AECOM shall be entitled to a change in the scope of Services, compensation, the project schedule, and other terms and conditions of this Agreement that are affected by a Force Majeure Event sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. All such changes shall be authorized by a mutually agreed upon, written change order containing any appropriate equitable adjustments to the scope of Services, compensation, project schedule, and other terms and conditions of this Agreement affected by the Force Majeure Event. If a Force Majeure Event substantially prevents, or is reasonably likely to substantially prevent, AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

13. RISK ALLOCATION & RESTRICTION OF REMEDIES. THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$50,000. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, ACTIONS, SUITS, DAMAGES, COSTS, PENALTIES, FINES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND OR CHARACTER ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

14. DISPUTE RESOLUTION. Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute, or controversy relating to this Agreement ("Dispute") and the requested relief. The recipient of such notice shall respond within five (5) business days with a written statement of its position and a recommended solution to the Dispute. If the Parties cannot resolve the Dispute through negotiation, either Party may refer the Dispute to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Dispute. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission or otherwise be usable or admissible in any litigation, arbitration, or dispute resolution proceeding. If the Representatives are unable to resolve the Dispute within thirty (30) days, either Party shall have the right to commence arbitration at any time thereafter upon service of demand for arbitration on the other Party. Any Dispute arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, that is not resolved by the Panel of Representatives, as well as any dispute concerning the propriety of commencement of the arbitration, shall be finally resolved and settled by arbitration. Unless the Parties agree otherwise, the arbitration shall be conducted by one arbitrator in accordance with the rules and procedures of the American Arbitration Association ("AAA") in effect at the time of the arbitration, except as such rules and procedures are modified herein or by agreement of the Parties. The Parties shall seek to agree upon a sole arbitrator within thirty (30) days after a demand for arbitration. If the Parties do not reach agreement on the sole arbitrator, then AAA shall appoint the sole arbitrator from a panel with expertise in the subject areas relating to the Dispute. Unless otherwise agreed by the parties, the seat of the arbitration shall be Los Angeles, California, and it shall be conducted in the English language, but either Party may submit testimony or documentary evidence in any other language if such Party provides a translation into English of any such evidence. The Parties agree to ask the arbitrator to hold an in-person procedural hearing within sixty (60) days of the demand for arbitration, and to hold a hearing on the merits within twelve (12) months of the demand. Unless the Parties agree otherwise, the hearing on the merits will be set for consecutive days (excluding weekends and holidays) and last for no more than ten (10) days. Unless otherwise agreed by the Parties, at the first in-person procedural hearing, the Parties will request that the arbitrator set a schedule for conducting the proceeding that includes service by the claimant of a memorial together with witness statements, documents, and expert testimony, service by the respondent of a counter memorial together with witness statements, documents, and expert testimony and service of reply and sur-reply memorials as appropriate. Unless otherwise agreed by the Parties at the time of arbitration, the Parties shall not conduct any depositions (other than as necessary to record testimony of witnesses who cannot be ordered to appear at the hearing), requests for admission, or interrogatories in connection with the arbitration. The Parties further agree that they shall have no right to seek production of documents or any other discovery in the arbitration proceeding from the other party, except that the Parties shall exchange the documents on which they intend to rely with their witness statements. The parties agree that the arbitrator shall be empowered to consider the IBA Rules on the Taking of Evidence in connection with witness and expert testimony in the arbitration. Unless otherwise agreed by the parties, direct testimony at the hearing shall be submitted in the form of written witness statements; testimony of fact witnesses at the hearing shall be limited to cross-examination and rebuttal; and experts shall be encouraged by the Parties and the arbitrator to find areas of agreement. Any arbitration award shall be final and binding on the Parties. The Parties agree to undertake and carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction over the award or having jurisdiction over the relevant Party or its assets.

15. WASTE. As used herein, "Waste" means any hazardous, non-hazardous, radioactive, toxic, flammable, explosive, infectious,

dangerous, or other waste, substances, or materials existing on any Site or generated by Client or a third party prior to the date on which Services commenced. AECOM assumes no title, ownership of, or legal responsibility or liability for the creation, existence, or presence of any Waste. Where required by the Agreement, AECOM shall assist Client in the proper handling, storage, transportation and/or delivery for disposal of Waste in accordance with all applicable federal, state and local laws and regulations, but AECOM shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility to which Waste will be delivered and the final selection of any disposal facility shall be made by Client. Client shall look solely to the disposal facility or transporter for any damages or liability arising from improper transportation or disposal of the Waste. Client shall provide appropriate disposal identification numbers, select the disposal site(s), and sign all required manifests, disposal contracts and other documentation necessary to allow AECOM to complete the Services in a timely manner. Client agrees to look solely to the disposal facility or transporter for any responsibility or liability arising from or relating to the improper transportation or disposal of the Waste.

16. ENTIRE AGREEMENT. The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) AECOM's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the Parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of AECOM. AECOM hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or AECOM. There shall be no assignment of the rights or obligations contained in this contract by either Party and any such assignment shall be null and void. Either Party may terminate this Agreement by giving the other Party seven (7) days' written notice. The provisions of this Agreement that by their nature are intended to survive the termination, cancellation, completion, or expiration of the Agreement, including without limitation any terms relating to compensation, indemnity, limitation of liability, releases from liability, or exclusion of any remedy, shall survive and continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion, or expiration. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the AECOM office that issued the applicable proposal for Services to Client is located. Any notices issued hereunder shall be delivered by first class mail to the addresses listed for the parties in the applicable proposal submitted by AECOM to Client.

Commercial Terms

Time and Materials Agreement

Effective: May 18, 2020

SCOPE OF SERVICES – AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its Proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis.

BILLING RATES

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

Staff Category	Rate/Hour
Technician I, Project Administrator I	60.00
Data Administrator I, Technician II	75.00
Scientist I, Project Administrator II, CADD/GIS I	90.00
Scientist II, Engineer I, Data Administrator II, Technician III, CAD/GIS II	105.00
Scientist III, Engineer II, Technician IV, Data Administrator III, Project Administrator III, CADD/GIS III	120.00
Scientist IV, Engineer III, CADD/GIS IV	135.00
Project Manager I, Scientist V, Engineer IV	150.00
Project Director I, Project Manager II, Engineer V, Scientist VI	170.00
Project Director II, Project Manager III, Engineer VI, Scientist VII	200.00
Project Director III, Project Director IV, Project Manager IV, Engineer VII, Scientist VIII	225.00

AECOM may revise these rates annually. All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the standard Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates.

LITIGATION SUPPORT - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 150% of the Billing Rate, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

RETAINER - AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services together with a twenty percent (20%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a ten percent (10%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged as ten percent (10%) of labor cost.

INVOICING AND PAYMENT - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

SECURITY INTEREST – Client hereby grants AECOM a security interest in and to any and all machinery, equipment, other rights, assets, and property, tangible and intangible, wherever located, now owned or hereafter acquired by Client from AECOM, and any and all proceeds, additions or accessions to any and all of the foregoing, to secure the payment and performance by Client of any and all direct or indirect obligations, indebtedness and claims, whether contingent or fixed, now existing or hereafter arising, from Client to AECOM.

ESTIMATES OF COSTS AND SCHEDULES - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

AGREEMENT - These Commercial Terms Form 103C (05/18/2020) and the attached General Conditions Form 102 (09/17/2020) govern the performance of the Services and rights and obligations of the parties

CHIPPEWA VALLEY REGIONAL AIRPORT OFF-AIRPORT RENT-A-CAR CONCESSION AGREEMENT

This Concession Agreement, made and entered into by and between the Chippewa Valley Regional Airport Commission organized under the authority of Wis. Stat. §114.14 and Section 2.05.660 G. of the Eau Claire County Code of General Ordinances, hereinafter referred to as the (“Commission”), and Green Fleet, LLC, a transportation company, hereinafter referred to as the (“Company”). The Commission is entering into this Agreement consistent with its authority and on behalf of Eau Claire County.

WHEREAS, the Commission operates a commercial airport with daily scheduled arrivals and departures of airline passenger airplanes; and

WHEREAS, the Company and Commission have successfully negotiated this lease for the purpose of granting the Company the non-exclusive right to operate a passenger shuttle service at the Chippewa Valley Regional Airport (“CVRA”) incident to its automobile rental business for the purpose of transporting its customers between the CVRA and Company’s place of business located off the CVRA.

WHEREAS, it would be beneficial to both parties for the Company to transact business at the CVRA.

NOW, THEREFORE, THIS AGREEMENT:

- I. TERM OF AGREEMENT.** Services under this Agreement shall commence September 1, 2021 and shall continue through December 31, 2022.
- II. CONCESSION FEE.** The Company shall pay to Commission a fee equal to ten percent (10%) of the gross revenues from airport-generated business, as defined in Article IV. Gross revenues shall be revenues derived from the Company’s operations at the CVRA including all incoming/outgoing customers or by telephone or computer reservation from the CVRA. The fee shall be paid by the 15th of the month following, at the office of the CVRA Director. The Company shall report its airport concession fee on the approved monthly revenue form to the CVRA Director.

III. DEFAULT.

- A. In the event of a default in the payment of any amounts due from the Company, the Commission shall have the option of giving a Notice of Default. In the event of Notice of Default the Company shall have thirty (30) days from receipt of such notice within which to bring all payments current to the date of payment. If payments are not brought current, this contract shall be terminated at the option of the Commission.
- B. In the event of a default in payment by the Company, the Commission shall have the right to require an audit of Company's books as provided in Article VII., provided, however, the expense of said audit shall be borne by the Company.
- C. In the event of a default in payment by the Company, there shall be a late payment fee in an amount equal to ten percent (10%) of the amount by which the Company is delinquent. The late payment fee shall be payable at the same time as the payment to cure default as set forth in this Article.

IV. DEFINITION OF GROSS REVENUE. The term "gross revenue" as used herein shall mean the aggregate amount of all sales made by the company to customers of the company for service that either originated at or terminated at the CVRA. Aggregate of all sales includes, but is not limited to all items charged to customers as part of providing the shuttle service and vehicle rentals, and in addition the normal fees related to vehicle rental may include such items as: concession fees, airport user fees, recoupment fees, and all monies paid in whatever form, cash or credit, for service provided by the Company to its customer(s). No deduction from "gross revenue" shall be allowed for the payment of franchise taxes or taxes levied on the Company's activities, facilities, equipment, or real or personal property of the Company. The Company may grant local or national discounts of the published rates. "Gross revenue" shall not include the amount of any federal, state or local sales or similar taxes which are collected from the customer. It shall also not include insurance proceeds for damages to automobiles and/or other property of the Company.

V. STATEMENTS, BOOKS AND RECORDS.

- A. Within twenty (20) days after close of each calendar month of the term of this Agreement, Company shall submit to the Commission, in a form with detail

satisfactory to the Commission, a statement of its gross receipts during the preceding month resulting from its operations at the CVRA from which the percentage payments to the Commission in Article V. shall be computed, said statement to be signed by a responsible accounting officer of the Company. Payment of the fee due the Commission as provided herein shall accompany the statement. Company shall keep full and accurate books and records showing all of its gross receipts pertaining to operations at the CVRA, and Commission shall have the right, through its representatives, and at all reasonable times, to inspect such books and records. Company hereby agrees that all such records and instruments will be available to the Commission for at least a three (3) year period.

- B. All rental contract forms issued by the Company in its operation shall be duplicate and pre-numbered. Company shall maintain records and controls pertaining to the pre-numbered forms. The duplicate rental agreement invoices shall be open and available for inspection and examination at all times by the Commission or its duly authorized representative.
- C. Company shall furnish within sixty (60) days after the close of each anniversary year to this Agreement a written statement to the Commission stating the percentage fees paid by the Company to the Commission during the preceding year pursuant to the Agreement were made in accordance with the terms of this Agreement. Such statement shall also contain a list of the monthly gross receipts as shown on the books and records of the Company and which were used to compute the fees paid to the Commission during the period covered by the statement. The statement will be in a form approved by the Commission and signed by the owner.

The Company will keep or cause to be kept, true, accurate and complete records of business conducted hereunder and the Company further agrees the Commission shall have the right, through its duly authorized agents or representatives, to examine all pertinent records at any and all reasonable times for a period not to exceed two (2) years, for the purpose of determining the accuracy thereof and of the reports to be made by the Company hereunder.

Within thirty (30) days after the end of the Company's tax year, the Company shall deliver to the CVRA Director any additional concession fee due which is disclosed on

Company's records. The Commission may require the Company to furnish an audited financial statement for the Company's operation prepared by an independent Certified Public Accountant.

The Commission, or its designated representative or representatives, shall have the right, upon reasonable notice to the Company, to examine all pertinent books and records of the Company for the purpose of verifying the actual amount of gross sales revenue as herein defined. All expenses of such examination to be borne by Commission, unless such examination shall disclose an additional rental liability of greater than \$750, in which event such costs shall be paid by the Company.

The Commission shall have the right to accept and apply on account any amount tendered by the Company as in full of all or any portion of the additional rental without prejudicing Commission's right to recover the full correct amount, after reduction by the amount so accepted on account; and the Company hereby waives the right to insist upon any condition of any such tender that it be accepted in full, if at all.

VI. AUDIT. The Commission reserves the right, at Commission's expense, to audit the Company's books and records of receipt at any time for the purpose of verifying the gross receipts hereunder. If, as a result of such audit, it is established the Company has understated the gross receipts as defined herein, by five percent (5%) or more, the entire expense of said audit shall be borne by the Company. Any additional fee due, shall forthwith be paid by the Company to the Commission with interest thereon at the current Eau Claire County delinquent rate from the date such additional percentage fees became due.

VII. USE OF PREMISES.

A. The Company hereby acknowledges that vehicles rented at the airport should not be older than twenty-four (24) months from their date of manufacture. The Airport for purposes of this agreement will allow electric vehicles older than twenty-four (24) months from the date of manufacture to be rented at or through the airport, but those electric vehicles must have the latest software updates and be clean and in good mechanical condition. Complaints from customers or concerns from the Airport Director about vehicle quality will result in removal of those vehicle(s) from the fleet being rented at the airport. The failure of the Company to at any time meet the

conditions of this paragraph shall constitute cause for the Commission to rescind this lease agreement.

- B. The Company shall use the CVRA premises solely to pickup or drop off customers at the terminal curbside, the specific locations of which may be established by the Airport.
- C. The Company shall have the right to utilize the public parking lots at the CVRA. Any of Company's vehicles parked at the Airport shall be parked in the public parking lots and shall be subject to the regular parking rate.
- D. The terms of this lease, the purpose expressed therefore and the use, which the Company may make of the CVRA premises shall not be construed by the Company as granting to it the exclusive right to provide off-site car rental services at the CVRA. The Commission reserves the right to make agreements with other agencies as and for the provision of such services at the CVRA.
- E. It is understood and agreed that this Agreement does not permit the placing of advertising or telephones on CVRA premises by Company. Separate arrangements made be made for advertising in the airport terminal with the CVRA Director.
- F. Company shall require its personnel who deal with the public to be neat, clean and courteous. Company shall not permit its agents, servants or employees to conduct business in a loud, boisterous, offensive or objectionable manner.
- G. Company, in conducting its business on the CVRA, will observe and obey all valid laws, ordinances, and reasonable Commission rules and regulations now in force or hereinafter adopted governing the conduct of Company and its employees.
- H. The Company, its employees and customers, shall have the right to use, in common, with all other licensees and invitees, the roads, parking areas, walkways, driveways and public space in the CVRA terminal of the CVRA, open to the general public useful in the operations of its concession herein granted. The Company shall be granted full rights of ingress and egress to and from the CVRA terminal, subject to and consistent with present and future security regulations of the Federal Aviation Administration.

VIII. NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

- A. Nondiscrimination. The Company for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and

agree that:

- (1) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- (2) In the construction of any improvements and the furnishing of services, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- (3) The Company shall use the premises in compliance with all other requirements imposed by or pursuant to the Code of Federal Regulations. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- B. Affirmative Action Requirements. The Company agrees that it will undertake an Affirmative Action Program as required by 14 C.F.R. Part 152, Subpart E., to insure that 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 152, Subpart E. The Company assures that no person shall be excluded on these grounds from participating or receiving the services or benefits of any program or activity covered by this Subpart. The Company assures that it will require that its covered sub-organizations as required by 14 C.F.R. Part 152, Subpart E., to the same effect shall so conform.

IX. INDEMNITY AND INSURANCE.

- A. The Company shall keep and hold harmless the Commission, its officers, employees and agents, from and against any person or persons, including agents or employees of Commission or Company, by reason of death or injury to person, or loss or damage to property resulting from the Company's operation hereunder, or sustained in or upon the CVRA premises or as the result of anything claimed to be done or omitted to be done by the Company hereunder. The parties recognize the

Commission carries insurance covering the liability of the Commission and its officers, employees and agents for operation at the CVRA.

- B. The Company shall obtain and maintain continuously in effect at all times during the term hereof, at the Company's sole expense, general liability insurance protecting the Commission against liability which may accrue against the Commission by reason of the Company's wrongful conduct incident to the use of the CVRA premises or resulting from any accidents occurring on or about the roads, drive-ways, or other public places used by the Company at the CVRA in the operations hereunder. Such insurance must be in the minimum amount of: \$500,000.00 for each bodily injury occurrence and \$100,000.00 for each property damage occurrence, and shall name the Commission as co-insured hereunder. The Company shall also, without cost to the Commission, obtain and maintain, during the term hereof, automobile liability insurance, providing against loss or damage to persons or property from operation of an automobile hereunder with combined single limits of \$500,000.00 for bodily injury and property damage. The Company shall obtain and maintain during the term hereof at Company's sole expense, workers compensation insurance for all its employees employed at CVRA. The Company shall provide certificates evidencing all such insurance coverage to the Commission, naming the Commission and Eau Claire County as additional insureds.

X. CANCELLATION BY COMMISSION.

- A. In addition to all other termination rights contained herein, this Agreement shall be subject to cancellation by the Commission should any one or more of the following events or faults occur:
1. If the Company should breach or fail to perform any of the terms, covenants, or conditions of this Agreement or fail to keep in force any of the required insurance policies.
 2. If the Company should fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Wisconsin, County of Eau Claire and the Chippewa Valley Regional Airport Commission.
 3. If the Company should default in or fail to make payments at the times and

in the amounts as required under this Agreement.

- B. Upon default by Company in performance of any of the terms of conditions of this Agreement, after fifteen (15) days notice in writing specifying the nature of said default and demanding that such default be cured or corrected, the Commission may, at its sole option, upon thirty (30) days notice of the intent to do so, immediately terminate this Agreement and Company shall not have further right to operate its shuttle on CVRA premises.

XI. OCCUPATION OR DESTRUCTION OF PREMISES. In the event that the United States Government or any of its agencies shall occupy the CVRA or any substantial part thereof to such an extent as to materially interfere with the Company's operations, or in the event of destruction by fire or other cause of all or a material portion of the CVRA or CVRA facilities, or if the Company's operations shall for any reasons, similar or dissimilar, be materially interfered with for a period in excess of thirty (30) days, then, and in any of those events, the Company shall have the right upon written notice to the Company to terminate this Agreement and the Company's further obligations hereunder, or at its option, to suspend this Agreement for the periods of such disability, in which cases the monthly payment shall not be paid or payable from the effective date of such notice until normal operations shall have been restored and the Commission shall return to the Company a just proportion of any monthly payment which may have been paid.

XII. BREACHES - NONWAIVER. Neither the failure of the Commission to strictly enforce all of the terms of this Lease or acceptance of rent by the CVRA Director after any breach by the Company, nor any delay on the part of the Commission to strictly enforce the provisions hereof, shall operate or be deemed a waiver of any rights or remedies accruing by law to the Commission by reason of any subsequent breach. In any legal proceedings instituted by either party for the enforcement of the terms and conditions of this lease, the successful party shall be reimbursed by the other party for costs, expenses and reasonable attorney fees, which shall be necessarily incurred in such proceedings.

XIII. MODIFICATIONS. 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.

- XIV. FEDERAL AVIATION ADMINISTRATION.** Whenever the term “Federal Aviation Administration” is used in this Agreement, it shall be construed as referring to the Federal Aviation Administration of the United States Department of Transportation created by the United States Congress and the President of the United States under the Federal Aviation Act of 1958, or to such other agencies or agency of the Federal Government having similar jurisdiction over the airline or its business.
- XV. NON-ASSIGNMENT OF AGREEMENT.** The Company may not assign, transfer or sublet any interest that it has under this Agreement without the prior written consent of the Commission and payment of all outstanding fees and charges.
- XVI. APPLICABLE LAW.** This contract shall be governed under the laws of the state of Wisconsin and is made at Eau Claire County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Eau Claire County Circuit Court.
- XVII. SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
- XVIII. NOTICES.** Any notices required by or deemed advisable under the terms of this Agreement shall be deemed to have been validly served upon deposit thereof in the United States mail, certified with proper postage prepaid, with return receipt requested, addressed to the parties as follows:
- COMMISSION:** CVRA Director
Chippewa Valley Regional Airport
3800 Starr Avenue
Eau Claire, WI 54703
- COMPANY:** Green Fleet, LLC
1903 Rist Ave.
Eau Claire, WI 54701
Attn: CEO
- XX. ENTIRE CONTRACT.** This Agreement constitutes the entire contract of the parties with respect to the subject matter set forth herein and shall be considered to supersede any prior communications or agreements, written or oral, related hereto.

The parties hereto, having read and understood the entirety of this Lease, consisting of ten (10) typewritten pages, hereby affix their duly authorized signatures.

COMMISSION BY:
(Chippewa Valley Regional
Airport Commission)

COMPANY BY:
Green Fleet, LLC

Charity Zich
Airport Director

Bill Lobner
CEO

(Date)

(Date)

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