#### AGENDA

Chippewa Valley Regional Airport Commission Friday, October 20, 2023 7:30 a.m. Airport Terminal Conference Room 3800 Starr Ave, Eau Claire, WI

#### Join WebEx Meeting:

https://eauclairecounty.webex.com Meeting ID: 2599 801 9874 Password: nMKSpGTH497 \*Meeting audio can be listened to using this Audio conference dial in information. **Audio conference**: 1-415-655-0001 Access Code: 25998019874## \*Please mute personal devices upon entry\*

For those wishing to make public comment, you must e-mail Erin Switzer at admin@chippewavalleyairport.com <u>at least 30 minutes prior</u> 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. September 19, 2023 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
  - Digital Advertising Campaign
  - Airport Community Outreach
    - 1. Discussion/Action

## b. Project Summary

- AIP 48 Rwy 4/22 and Taxiway A Rehabilitation FY22
- AIP 49 Corporate Hangar Construction FY21
- AIP 51 Master Plan Update FY 22
- AIP 53 Phase I Construction and Phase II Design Wildlife Fence and Wildlife Study Recommendations FY22
- AIP 54 ARFF Truck Replacement
- AIP 55 Phase II Fence Final Construction
- AIP 56 South Hangar Construction
- Future AIP Project for Taxilane J, K and L Reconstruct
- Terminal Tile Replacement
- Terminal Parking Lot Addition
  - 1. Discussion/Action

#### 8. Previous Business:

- a. Airport Recognition Program Quarterly Recipient
  - 1. Discussion/Action
- 9. New Business:
  - a. Approval of GSA Terminal Space Lease
    - 1. Discussion/Action
  - b. Resolution to Amend Section 12.10 of the Eau Claire County Code Regarding Flying Clubs
    - 1. Discussion/Action
  - c. Proposed Closed Session pursuant to Wisconsin Stat. s. 19.85 (1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, To wit: Amendment to Airport Director Employment Contract
    - 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 individuals with disabilities through sign language, interpreters, remote access, or other auxiliary aids. Contact the clerk of the committee or Administration for assistance (715-839-5106). For additional information on ADA requests, contact the County ADA Coordinator at 839-7335, (FAX) 839-1669 or 839-4735, TTY: use Relay (711) or by writing to the ADA Coordinator, Human Resources, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703.

#### **MINUTES**

#### Chippewa Valley Regional Airport Commission Tuesday, September 19, 2023, 7:30 a.m. Airport Terminal Conference Room 3800 Starr Ave, Eau Claire, WI

**MEMBERS PRESENT:** Commissioners Scott Francis, David Hirsch, Peter Hoeft, Chuck Hull, and Barry Wells were present.

MEMBERS ABSENT: Bill Hilgedick and Scott Smith

**OTHERS PRESENT:** Heather DeLuka-Airport Neighborhood Association, Shawn Styer-Hawthorne Aviation, Charity Zich-Airport Director and Erin Switzer-Airport Administrative Specialist. Amy Michels-Mead & Hunt and Kirk Gunderson-Mayo attended virtually.

- 1. Call to Order: Vice Chair Barry Wells called the meeting to order at 7:30 am.
- 2. Confirmation of Meeting Notice: The meeting was noticed.
- **3. Roll Call:** Commissioners Scott Francis, David Hirsch, Peter Hoeft, Chuck Hull, and Barry Wells were present.

#### 4. Approval of Minutes:

a. August 18, 2023 Regular Commission Meeting:

On a motion by Com. Hirsch, seconded by Com. Hoeft, the minutes of the August 18, 2023 meeting were approved as presented. (*Ayes 5-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. Hull, the expense vouchers were approved as submitted. (Ayes 5-Nayes 0)

#### b. Key Indicators:

- Airline Operations Airline Enplanements are up for the month and for the year.
- **Car Rental Operations** Cars rented are up for the month and for the year.
- **Tower Operations** Tower Operations are down for the month and up for the year.
- c. Hangar Occupancy: There is currently one t-hangar vacancy with some tenants moving between hangars planned in October. There are also approximately a dozen names on the box hangar waiting lists.

6. Public Comment Period: Heather DeLuka inquired about the increased air traffic over the last weekend and also asked if the Aerobatic Box that was proposed had been approved yet.

#### 7. Operational Matters:

- a. Airport Operations Report
  - Airport Audit Information: Commissioners reviewed the Airport Audit Information that was included in the packet.
  - Airport Community Outreach: Commissioners reviewed the Airport Community Outreach opportunities and events.

#### b. Airport Strategic Plan Update/Review:

- 2020-2022 Plan Update: No update.
- **Operational Review:** The September Operational Review covered the FBO Lease and Maintenance. The Airport Director is working on clarifying the maintenance language in the FBO leases.

#### c. Project Summary

- AIP 48 Rwy 4/22 and Taxiway A Rehabilitation FY22: The replacement pavement passed inspection and some joint sealing will be done soon which will require another runway closure.
- AIP 49 Corporate Hangar Construction FY21: The hangar is completed and occupancy has been granted. There are a few punch list items that remain.
- **AIP 51 Master Plan Update FY22:** In progress. The next Master Plan Public Meeting is tentatively scheduled for November 16<sup>th</sup>.
- AIP 53 Phase I Construction and Phase II Design Wildlife Fence and Wildlife Study Recommendations FY22: Phase I of the fence replacement is complete and signs are being installed shortly.
- AIP 54 ARFF Truck Replacement FY23: No update.
- **AIP 55 Phase II Fence Final Construction FY23:** The project is expected to begin in the spring.
- AIP 56 South Hangar Construction FY23: The bid authorization process to rebid the project in October is in progress.
- Future AIP Project for Taxilane J, K and L Reconstruct FY24: No update.
- Terminal Tile Replacement FY23: Bid have been received.
- **Terminal Parking Lot Addition FY23:** The paving for the 2<sup>nd</sup> exit lane is complete and the parking equipment is expected to arrive within the next month.

#### 8. Previous Business:

a. Approval to Proceed with Airport Terminal Exterior Panel Replacement Project

The Commission reviewed the bid options that were submitted and discussed.

On a motion by Com. Francis, seconded by Com. Hoeft, the Commission approved proceeding with the terminal tile replacement base bid pending an alternate tile option.

(Ayes 5-Nayes 0)

#### 9. New Business:

a. South Hangar Area Land Lease Proposal

The Commission discussed the South Hangar Area Land Lease Proposal. On a motion by Com. Hoeft, seconded by Com. Hull, the Commission approved the South Hangar Area Land Lease Proposal as submitted. (Ayes 5-Nayes 0)

#### 10. Discuss Future Agenda Items: None

11. Set Future Meeting Dates and Times: The next Regular Commission Meetings are planned for either October 20 or October 27, depending on Commissioner availability and confirmed for November 17 and December 15.

#### 12. Adjournment:

On a motion by Com. Francis, seconded by Com. Hoeft, the meeting was adjourned at 8:26 am. (Ayes 5-Nayes 0)

**Respectfully Submitted,** 

Scott Francis, Secretary

#### September Vouchers for approval October 20, 2023

Agenda Item 5a

AECOM	Site investigation workplan study, 8/26/23-9/22/23	53510-299	\$6,274.87
All Star Elevator	ATCT Elevator Service Maintenance Agreement	53515-248	\$600.00
ARFF Specialists	ARFF Training, W. George & M. Buscherfeld	53510-340	\$1,068.00
CBS Squared	Design/construction fees, South Ramp Hangar	53510-820	\$1,538.00
CBS Squared	Design/construction fees, South Ramp Hangar	53510-820	\$6,294.43
CCM Line Painting	Parking Lot Painting	53510-246	\$770.00
Chippewa Concrete	Exit Lane Concrete Pads	53510-820	\$3,171.03
Cintas	Uniforms & Towels	53510-298	\$327.28
City of Eau Claire	Airport Water/Sewer Charges - Q3	53510-221	\$14,711.99
City of Eau Claire	ATCT Water/Sewer Charges - Q3	53515-221	\$261.68
George, Wyatt	Paint Sprayer Repair Reimbursement	53510-246	\$20.00
JM Janitorial	Janitorial Services, September	53510-200	\$603.00
Lindeman, Bill	Hangar Rental Annual Pay Reimbursement	46344-000-600	\$470.53
Mead & Hunt	Terminal Exterior Tile Replacement Design	53510-820	\$714.40
Mead & Hunt	Terminal Exterior Tile Replacement Design	53510-820	\$194.40
Mead & Hunt	PFC Application Services	53510-299	\$1,615.00
Mead & Hunt	Terminal Egress Study	53510-299	\$3,804.50
On Site Medical Services	Respiratory Clearance Evaluation, J. Dahl	53510-246	\$33.00
Red Cedar Electric	Corporate Hangar Welder Circuit Change	53510-248	\$2,414.82
Rock Oil Refining	Oil Filter Recycling	53510-241	\$225.00
Root, Russell	Paint Sprayer Repairs	53510-246	\$301.50
State of WI - Dept. of Transportation	SAP 74 - Phase II Fence Construction	53510-829	\$28,320.47
Viking Electric	(18) Light Panels for Restaurant Kitchen	53510-248	\$1,296.00
Walter Niese Machine Mfg.	Boarding Bridge Canopy Installation	53510-820	\$4,000.00
Wil-Kil Pest Control	ATCT Annual Pest Control Agreement	53515-248	\$490.63
Xcel Energy	Terminal Gas/Electric - September	53510-222/224	\$10,172.40
Xcel Energy	ATCT Gas/Electric - September	53515-222/224	\$1,967.04
ITALICIZED items = Tower Expense	is	TOTAL	<u>\$75,884.67</u>
September Credit Card Charges			
ROCKBOT	Marketing	53510-327	30.00
FVTC FINANCIAL SERVICES	ARFF Training	53510-340	1708.50
USDA APHIS ACT HLDR	Wildlife Training	53510-340	1845.00
	Air Carvias Contombor	E2E10 200	1500.00

September Credit Card Charges			
ROCKBOT	Marketing	53510-327	30.00
FVTC FINANCIAL SERVICES	ARFF Training	53510-340	1708.50
USDA APHIS ACT HLDR	Wildlife Training	53510-340	1845.00
VOLAIRE AVIATION INC.	Air Service, September	53510-328	1500.00
SHUTTERSTOCK	Marketing	53510-327	205.35
ID ENHANCEMENTS INC.	(1000) Prox Card Badges, pre-printed back	53510-310-650	5347.99
HOLIDAY STATIONS 3711	Training	53510-340	7.98
FEDEX	Postage	53510-311	29.25
AMAZON	Marketing	53510-327	55.99
DECKER EQUIP SCHOOL FIX	Grounds	53510-246	61.00
CHIPPEWA FALLS CHAMBER	Membership	53510-324	285.00
SMARTSIGN	Grounds	53510-246	61.07
HANGAR 54 GRILL	Marketing	53510-327	25.00
SMARTSIGN	Refund	53510-246	-3.18
WINDCAVE INC.	Merchant Fees	53510-200	95.00
EC CHAMBER	Membership	53510-324	423.00
STAPLES	Janitorial	53510-248	590.90
AMAZON	Grounds	53510-246	17.99
DECKER EQUIP SCHOOL FIX	Refund	53510-246	-44.55
STAPLES	Janitorial	53510-248	131.48
STAPLES	Janitorial	53510-248	174.80
GOLD CROSS ANSWERING SVC	Answering Service	53510-225	120.00
MENARDS EAU CLAIRE WEST	Building	53510-248	83.88
MENARDS EAU CLAIRE WEST	Grounds	53510-246	29.99
DALLAS AVIONICS	Refund	53515-248	-316.80
MARGO SUPPLIES LLC	Grounds	53510-246	116.92
FARRELL EQUIPMENT	Grounds	53510-246	219.96
LF GEORGE - EAU CLAIRE	Refund	53510-241	-273.47
MCCOY CF - CHIPPEWA FALLS	Grounds	53510-246	87.06
LF GEORGE - EAU CLAIRE	Vehicle	53510-241	259.21
LF GEORGE - EAU CLAIRE	Vehicle	53510-241	273.47
FARM & FLEET CF	Grounds	53510-246	69.99
SHERWIN WILLIAMS 703221	Vehicle	53510-246	119.91
L & S ELECTRIC INC.	Building	53510-248	99.23
LIGHT SALES	Building	53510-248	101.88
POTTERS INDUSTRIES	Airfield Painting Glass Beads	53510-246	1580.00
AMAZON	Building	53510-248	24.99
CED 1942 DS	ATCT Building	53515-248	81.63
CED 1942 DS	Grounds	53510-246	29.93
AUDIOSEARS CORPORATION	ATCT Building	53515-248	140.35
GOODIN COMPANY	Building	53510-248	102.82
SOUTHSIDE TIRE CF	Vehicle	53510-241	31.00
MENARDS EAU CLAIRE WEST	Vehicle	53510-241	16.84
MENARDS EAU CLAIRE WEST	Grounds	53510-246	23.92
1000BULBS.COM	Grounds	53510-246	99.09

	Cl	nippewa V	alley Regio	onal Airpor	t	
023 <u>BU</u>	DGET COMPARISON Estimat					
		_				Balance
	Item	12 Month	Budget YTD	Actual as of	Variance YTD	Remaining Fo
		Budget 2023	Allocated	9/30/23 (75%)		Year
ncome			75.00%			rear
	Contrib From Eau Claire Cty	\$407,050	\$305,288	\$305,289	\$1.50	\$101,761.0
	Contrib From Chippewa Cty	\$132,890	\$99,668	\$132,890	\$33,222.50	\$0.0
	Tax Revenue	\$539,940	\$404,955.00	\$438,179.00	\$33,224.00	\$101,761.0
		<i>* ,</i>	* - /	+ ,	*,	* - ,
6341	Air Terminal	\$166,319	\$124,739	\$140,736	\$15,996.53	\$25,583.2
6342	FBO	\$178,556	\$133,917	\$98,152	(\$35,765.33)	\$80,404.3
6343	Airfield	\$124,945	\$93,709	\$96,263	\$2,554.20	\$28,682.2
6344	Hangars	\$328,380	\$246,285	\$206,860	(\$39,424.83)	\$121,519.8
6345	Parking	\$149,000	\$111,750	\$130,320	\$18,569.53	\$18,680.4
6346	Rental Cars	\$80,000	\$60,000	\$155,381	\$95,380.67	(\$75,380.6
6347	Badging Revenue	\$0	\$0	\$3,243	\$3,243.25	(\$3,243.2
6349	Ground Handling	\$0	\$0	\$0	\$0.00	\$0.0
18902	Vehicle Fuel Reimbursement	\$18,000	\$13,500	\$20,181	\$6,680.80	(\$2,180.8
8903	Equipment Rental	\$1,200	\$900	<u>\$900</u>	\$0.00	\$300.0
Sub-Total	Operating Revenue	\$1,046,400	\$784,800	\$852,035	\$67,234.81	\$194,3
Sub-Total	Taxes and Operating Rev.	\$1,586,340.49	\$1,189,755.37	\$1,290,214.18	\$100,458.81	\$296,126.3
	Other Revenue	\$5,000	\$3,750	\$13,892	\$10,142.22	(\$8,892.2
	Insurance Refunds	\$0	\$0	\$1,357	\$1,357.44	(\$1,357.4
48901		\$65,850	\$49,388	\$60,455	\$11,067.19	\$5,395.3
	Airport Grants	\$350,000	\$262,500	\$0	(\$262,500.00)	\$350,000.0
	Transfer Fr. Gen'l Fund	\$0	\$0 \$107 C11	\$0 \$0	\$0.00	\$0.0
49300	Airport Fund Balance Applied Other Revenue	<u>\$223,481</u> <b>\$644,331</b>	<u>\$167,611</u> <b>\$483,248.25</b>	<u>\$0</u> \$75,704.35	(\$167,610.75) ( <b>\$407,543.90</b> )	\$223,481.0 <b>\$568,626.0</b>
Sup-Total		<b>4044,33</b> 1	\$403,240.25	\$75,704.55	(\$407,545.90)	\$300,020.0
	NCOME	\$2,230,671	\$1,673,003.62	\$1,365,918.53	(\$307,085.09)	\$864,752.9
Expenses						
	Salary Perm-Regular	\$411,642	\$308,732	\$298,253.05	(\$10,478.45)	\$113,388.9
	Salary Perm-OT	\$18,800	\$14,100	\$11,004.84	(\$3,095.16)	\$7,795.1
	Salary-On Call Pay	\$5,200	\$3,900	\$3,700.00	(\$200.00)	\$1,500.0
	Salary Temp Regular	\$11,352	\$8,514	\$8,863.63	\$349.63	\$2,488.3
	Employee Benefits PTO-ELB-Lump Sum Payout	\$4,200	\$3,150	\$3,150.00	\$0.00	\$1,050.0
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		\$0 \$5 000	\$0 \$2,750	\$0.00 \$2,720.00	\$0.00	
-141	Board & Comm Per Diem	\$5,000	\$3,750	\$2,730.00	(\$1,020.00)	\$2,270.0
-141 -142	Board & Comm Per Diem Cnty Brd & Comm Mile	\$5,000 \$1,200	\$3,750 \$900	\$2,730.00 \$539.84	(\$1,020.00) (\$360.16)	\$2,270.0 \$660.1
-141 -142 -151	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security	\$5,000 \$1,200 \$34,194	\$3,750 \$900 \$25,646	\$2,730.00 \$539.84 \$22,978.27	(\$1,020.00) (\$360.16) (\$2,667.23)	\$2,270.0 \$660.1 \$11,215.7
-141 -142 -151 -152	Board & Comm Per Diem Cnty Brd & Comm Mile	\$5,000 \$1,200 \$34,194 \$25,871	\$3,750 \$900 \$25,646 \$19,403	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65	\$0.0 \$2,270.0 \$660.1 \$11,215.7 \$4,915.1 \$500.0
-141 -142 -151 -152 -153	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share	\$5,000 \$1,200 \$34,194	\$3,750 \$900 \$25,646	\$2,730.00 \$539.84 \$22,978.27	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00	\$2,270.0 \$660.1 \$11,215.7
-141 -142 -151 -152 -153 -154	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500	\$3,750 \$900 \$25,646 \$19,403 \$3,375	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85	\$2,270.0 \$660.1 \$11,215.7 \$4,915.1 \$500.0 \$8,754.1
-141 -142 -151 -152 -153 -154 -155	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00	\$2,270.0 \$660.1 \$11,215.7 \$4,915.1 \$500.0
-141 -142 -151 -152 -153 -154 -155 -158 -164	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins Life Insurance Unemployment Comp Dental Insurance	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312 \$84	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484 \$63 \$0 \$0 \$0	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85 \$65.66	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85 \$2.66	\$2,270.0 \$660.' \$11,215.7 \$4,915.' \$500.0 \$8,754.' \$18.3 \$0.0
-141 -142 -151 -152 -153 -154 -155 -158 -164 -200	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins Life Insurance Unemployment Comp Dental Insurance Contract Svcs	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312 \$84 \$0 \$0 \$0 \$31,820	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484 \$63 \$0 \$0 \$0 \$23,865	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85 \$65.66 \$0.00 \$677.88 \$17,004.36	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85 \$2.66 \$0.00 \$677.88 (\$6,860.64)	\$2,270.0 \$660.' \$11,215' \$4,915.' \$500.0 \$8,754.' \$18.3 \$0.0 (\$677.1 \$14,815.0
-141 -142 -151 -152 -153 -154 -155 -158 -164 -200 -212	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins Life Insurance Unemployment Comp Dental Insurance Contract Svcs Attorney Fees	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312 \$84 \$0 \$0 \$0 \$31,820 \$6,000	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484 \$63 \$0 \$0 \$0 \$23,865 \$4,500	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85 \$65.66 \$0.00 \$677.88 \$17,004.36 \$3,022.50	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85 \$2.66 \$0.00 \$677.88 (\$6,860.64) (\$1,477.50)	\$2,270.0 \$660.7 \$11,215.7 \$4,915.7 \$500.0 \$8,754.7 \$18.3 \$0.0 (\$677.1 \$14,815.0 \$2,977.5
-141 -142 -151 -152 -153 -154 -155 -158 -164 -200 -212 -213	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins Life Insurance Unemployment Comp Dental Insurance Contract Svcs Attorney Fees Accounting & Audit	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312 \$84 \$0 \$0 \$0 \$31,820 \$6,000 \$6,000	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484 \$63 \$0 \$0 \$23,865 \$4,500 \$4,500	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85 \$65.66 \$0.00 \$677.88 \$17,004.36 \$3,022.50 \$0.00	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85 \$2.66 \$0.00 \$677.88 (\$6,860.64) (\$1,477.50) (\$4,500.00)	\$2,270.0 \$660. \$11,215.7 \$4,915.7 \$500.0 \$8,754.7 \$18.3 \$0.0 (\$677.8 \$14,815.0 \$14,815.0 \$2,977.5 \$6,000.0
-141 -142 -151 -152 -153 -154 -155 -158 -164 -200 -212 -213 -221	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins Life Insurance Unemployment Comp Dental Insurance Contract Svcs Attorney Fees Accounting & Audit Water & Sewer	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312 \$84 \$0 \$0 \$0 \$31,820 \$6,000 \$59,822	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484 \$63 \$0 \$0 \$23,865 \$4,500 \$44,500 \$44,867	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85 \$65.66 \$0.00 \$677.88 \$17,004.36 \$3,022.50 \$0.00 \$42,736.62	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85 \$2.66 \$0.00 \$677.88 (\$6,860.64) (\$1,477.50) (\$4,500.00) (\$2,130.18)	\$2,270.0 \$660. \$11,215.1 \$4,915.1 \$500.0 \$8,754.1 \$18.3 \$0.0 \$0.0 \$14,815.0 \$2,977.2 \$6,000.0 \$17,085.1
-141 -142 -151 -152 -153 -154 -155 -158 -164 -200 -212 -213 -221 -222	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins Life Insurance Unemployment Comp Dental Insurance Contract Svcs Attorney Fees Accounting & Audit Water & Sewer Electric	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312 \$84 \$0 \$0 \$31,820 \$6,000 \$6,000 \$59,822 \$109,180	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484 \$63 \$0 \$0 \$23,865 \$4,500 \$44,500 \$44,867 \$81,885	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85 \$65.66 \$0.00 \$677.88 \$17,004.36 \$3,022.50 \$0.00 \$42,736.62 \$88,606.97	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85 \$2.66 \$0.00 \$677.88 (\$6,860.64) (\$1,477.50) (\$4,500.00) (\$2,130.18) \$6,721.97	\$2,270.0 \$660. \$11,215.7 \$500.0 \$8,754.7 \$18.3 \$0.0 \$14,815.0 \$2,977.9 \$6,000.0 \$17,085.7 \$20,573.0
-141 -142 -151 -152 -153 -154 -155 -158 -164 -200 -212 -213 -221 -222 -224	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins Life Insurance Unemployment Comp Dental Insurance Contract Svcs Attorney Fees Accounting & Audit Water & Sewer Electric Gas & Fuel Oil	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312 \$84 \$0 \$0 \$31,820 \$6,000 \$6,000 \$59,822 \$109,180 \$55,620	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484 \$63 \$0 \$23,865 \$4,500 \$44,867 \$81,885 \$41,715	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85 \$65.66 \$0.00 \$677.88 \$17,004.36 \$3,022.50 \$0.00 \$42,736.62 \$88,606.97 \$26,250.93	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85 \$2.66 \$0.00 \$677.88 (\$6,860.64) (\$1,477.50) (\$4,500.00) (\$2,130.18) \$6,721.97 (\$15,464.07)	\$2,270.0 \$660. \$11,215.7 \$500.0 \$8,754.2 \$18.3 \$0.0 \$14,815.0 \$2,977.9 \$6,000.0 \$17,085.7 \$20,573.0 \$29,369.0
-141 -142 -151 -152 -153 -154 -155 -158 -158 -164 -200 -212 -213 -221 -222 -224 -222	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins Life Insurance Unemployment Comp Dental Insurance Contract Svcs Attorney Fees Accounting & Audit Water & Sewer Electric Gas & Fuel Oil Telephone	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312 \$84 \$0 \$0 \$31,820 \$6,000 \$6,000 \$59,822 \$109,180 \$55,620 \$4,000	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484 \$63 \$0 \$0 \$23,865 \$4,500 \$44,867 \$44,867 \$81,885 \$41,715 \$3,000	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85 \$65.66 \$0.00 \$677.88 \$17,004.36 \$3,022.50 \$0.00 \$42,736.62 \$88,606.97 \$26,250.93 \$2,750.00	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85 \$2.66 \$0.00 \$677.88 (\$6,860.64) (\$1,477.50) (\$4,500.00) (\$2,130.18) \$6,721.97 (\$15,464.07) (\$250.00)	\$2,270.0 \$660. \$11,215.7 \$4,915.7 \$500.0 \$8,754.7 \$18.3 \$0.0 \$14,815.6 \$2,977.9 \$6,000.0 \$17,085.7 \$20,573.0 \$20,573.0 \$29,369.0 \$1,250.0
-141 -142 -151 -152 -153 -154 -155 -158 -164 -200 -212 -213 -221 -222 -224 -225 -226	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins Life Insurance Unemployment Comp Dental Insurance Contract Svcs Attorney Fees Accounting & Audit Water & Sewer Electric Gas & Fuel Oil Telephone Cellular Phone	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312 \$84 \$0 \$31,820 \$6,000 \$6,000 \$59,822 \$109,180 \$55,620 \$4,000 \$2,500	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484 \$63 \$0 \$0 \$23,865 \$4,500 \$4,500 \$4,500 \$4,500 \$4,500 \$4,500 \$44,867 \$81,885 \$41,715 \$3,000 \$1,875	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85 \$65.66 \$0.00 \$677.88 \$17,004.36 \$3,022.50 \$0.00 \$42,736.62 \$88,606.97 \$26,250.93 \$2,750.00 \$1,309.97	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85 \$2.66 \$0.00 \$677.88 (\$6,860.64) (\$1,477.50) (\$4,500.00) (\$2,130.18) \$6,721.97 (\$15,464.07) (\$250.00) (\$250.00)	\$2,270.0 \$660.7 \$11,215.7 \$4,915.7 \$500.0 \$8,754.7 \$18.3 \$0.0 <b>(</b> \$677.8 \$14,815.6 \$2,977.9 \$6,000.0 \$17,085.7 \$20,573.0 \$20,573.0 \$29,369.0 \$1,250.0 \$1,250.0 \$1,190.0
-141 -142 -151 -152 -153 -154 -155 -158 -158 -164 -200 -212 -213 -221 -222 -224 -222 -224 -225 -226 -227	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins Life Insurance Unemployment Comp Dental Insurance Contract Svcs Attorney Fees Accounting & Audit Water & Sewer Electric Gas & Fuel Oil Telephone Cellular Phone Dataline/Internet	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312 \$84 \$00 \$31,820 \$6,000 \$59,822 \$109,180 \$55,620 \$4,000 \$2,500	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484 \$63 \$0 \$23,865 \$44,500 \$44,500 \$44,500 \$44,867 \$81,885 \$41,715 \$3,000 \$1,875 \$375	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85 \$65.66 \$0.00 \$677.88 \$17,004.36 \$3,022.50 \$0.00 \$42,736.62 \$88,606.97 \$26,250.93 \$2,750.00 \$1,309.97 \$909.14	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85 \$2.66 \$0.00 \$677.88 (\$6,860.64) (\$1,477.50) (\$4,500.00) (\$2,130.18) \$6,721.97 (\$15,464.07) (\$250.00) (\$250.00) (\$565.03) \$534.14	\$2,270.0 \$660. \$11,215.3 \$4,915.7 \$500.0 \$8,754.7 \$14,315.0 \$14,815.0 \$2,977.5 \$6,000.0 \$17,085.3 \$20,573.0 \$20,075.0 \$20,573.0 \$20,575.0 \$20,575.0 \$20,575.0 \$20,575.0 \$20,575.0 \$20,575.0 \$
-141 -142 -151 -152 -153 -154 -155 -158 -158 -164 -200 -212 -213 -221 -222 -224 -225 -226 -227 -221	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins Life Insurance Unemployment Comp Dental Insurance Contract Svcs Attorney Fees Accounting & Audit Water & Sewer Electric Gas & Fuel Oil Telephone Cellular Phone Dataline/Internet Motor Vehicle Maint	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312 \$84 \$00 \$31,820 \$6,000 \$59,822 \$109,180 \$55,620 \$4,000 \$2,500 \$2,500 \$15,000	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484 \$63 \$0 \$0 \$23,865 \$4,500 \$44,500 \$44,867 \$44,867 \$44,867 \$44,867 \$44,867 \$44,867 \$44,875 \$41,715 \$3,000 \$1,875 \$375 \$11,250	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85 \$65.66 \$0.00 \$677.88 \$17,004.36 \$3,022.50 \$0.00 \$42,736.62 \$88,606.97 \$26,250.93 \$2,750.00 \$1,309.97 \$909.14 \$11,202.01	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85 \$2.66 \$0.00 \$677.88 (\$6,860.64) (\$1,477.50) (\$4,500.00) (\$2,130.18) \$6,721.97 (\$15,464.07) (\$250.00) (\$2565.03) \$534.14 (\$47.99)	\$2,270.0 \$660. \$11,215.7 \$4,915.7 \$500.0 \$8,754.7 \$18.3 \$0.0 <b>(\$677.8</b> \$14,815.0 \$2,977.5 \$6,000.0 \$17,085.7 \$20,573.0 \$20,077.5 \$20,573.0 \$20,575.0 \$20,575.0 \$20,575.0 \$20,575.0 \$20,575.0 \$20,575.0
-141 -142 -151 -152 -153 -154 -155 -158 -164 -200 -212 -213 -221 -222 -224 -225 -226 -226 -227 -241 -246	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins Life Insurance Unemployment Comp Dental Insurance Contract Svcs Attorney Fees Accounting & Audit Water & Sewer Electric Gas & Fuel Oil Telephone Cellular Phone Dataline/Internet Motor Vehicle Maint Grounds Maint	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312 \$84 \$00 \$31,820 \$6,000 \$59,822 \$109,180 \$55,620 \$4,000 \$2,500 \$2,500 \$15,000 \$110,000	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484 \$63 \$0 \$0 \$23,865 \$4,500 \$44,500 \$44,867 \$44,867 \$44,867 \$44,867 \$44,867 \$41,715 \$3,000 \$14,875 \$3,755 \$11,250 \$82,500	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85 \$65.66 \$0.00 \$677.88 \$17,004.36 \$3,022.50 \$0.00 \$42,736.62 \$88,606.97 \$26,250.93 \$2,750.00 \$1,309.97 \$909.14 \$11,202.01 \$34,481.80	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85 \$2.66 \$0.00 \$677.88 (\$6,860.64) (\$1,477.50) (\$4,500.00) (\$2,130.18) \$6,721.97 (\$15,464.07) (\$15,464.07) (\$250.00) (\$565.03) \$534.14 (\$47.99) (\$48,018.20)	\$2,270.0 \$660. \$11,215.7 \$4,915.7 \$500.0 \$8,754.7 \$18.3 \$0.0 (\$677.8 \$14,815.6 \$2,977.5 \$20,573.0 \$20,573.0 \$1,250.0 \$1,250.0 \$1,250.0 \$1,250.0 \$1,250.2 \$1,907.5 \$3,797.5 \$3,797.5
-141 -142 -151 -152 -153 -154 -155 -158 -164 -200 -212 -213 -221 -224 -225 -226 -226 -227 -224 -225 -226 -227 -224 -225 -226 -227 -224	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins Life Insurance Unemployment Comp Dental Insurance Contract Svcs Attorney Fees Accounting & Audit Water & Sewer Electric Gas & Fuel Oil Telephone Cellular Phone Dataline/Internet Motor Vehicle Maint Grounds Maint	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312 \$84 \$00 \$31,820 \$6,000 \$6,000 \$59,822 \$109,180 \$55,620 \$4,000 \$2,500 \$15,000 \$110,000 \$32,000	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484 \$63 \$00 \$23,865 \$4,500 \$44,867 \$44,867 \$44,867 \$44,867 \$44,867 \$44,867 \$44,875 \$1,875 \$375 \$11,250 \$82,500 \$24,000	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85 \$65.66 \$0.00 \$677.88 \$17,004.36 \$3,022.50 \$0.00 \$42,736.62 \$88,606.97 \$26,250.93 \$2,750.00 \$11,309.97 \$909.14 \$11,202.01 \$34,481.80 \$35,269.41	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85 \$2.66 \$0.00 \$677.88 (\$6,860.64) (\$1,477.50) (\$4,500.00) (\$2,130.18) \$6,721.97 (\$15,464.07) (\$250.00) (\$250.00) (\$565.03) \$534.14 (\$47.99) (\$48,018.20) \$11,269.41	\$2,270.0 \$660.7 \$11,215.7 \$4,915.7 \$500.0 \$8,754.7 \$18.3 \$0.0 (\$677.8 \$14,815.6 \$2,977.5 \$20,573.0 \$20,573.0 \$1,250.0 \$1,250.0 \$1,250.0 \$1,250.0 \$1,190.0 (\$409.7 \$3,797.5 \$75,518.2 (\$3,269.4
-141 -142 -151 -152 -153 -154 -155 -158 -164 -200 -212 -213 -221 -224 -225 -226 -227 -224 -225 -226 -227 -224 -224 -224 -224 -224 -224 -224	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins Life Insurance Unemployment Comp Dental Insurance Contract Svcs Attorney Fees Accounting & Audit Water & Sewer Electric Gas & Fuel Oil Telephone Cellular Phone Dataline/Internet Motor Vehicle Maint Grounds Maint Building Maint	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312 \$84 \$0 \$0 \$31,820 \$6,000 \$6,000 \$6,000 \$59,822 \$109,180 \$55,620 \$4,000 \$25,500 \$4,000 \$15,000 \$15,000 \$110,000 \$32,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484 \$63 \$0 \$23,865 \$4,500 \$44,500 \$44,500 \$44,500 \$44,500 \$44,867 \$81,885 \$41,715 \$3,000 \$11,875 \$375 \$11,250 \$82,500 \$24,000 \$24,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85 \$65.66 \$0.00 \$677.88 \$17,004.36 \$3,022.50 \$0.00 \$42,736.62 \$88,606.97 \$26,250.93 \$2,750.00 \$1,309.97 \$909.14 \$11,202.01 \$34,481.80 \$35,269.41 \$0.00	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85 \$2.66 \$0.00 \$677.88 (\$6,860.64) (\$1,477.50) (\$4,500.00) (\$2,130.18) \$6,721.97 (\$15,464.07) (\$250.00) (\$565.03) \$534.14 (\$47.99) (\$48,018.20) \$11,269.41 \$0.00	\$2,270.0 \$660. \$11,215.7 \$4,915.7 \$500.0 \$8,754.7 \$18.3 \$0.0 (\$677.8 \$14,815.6 \$2,977.5 \$6,000.0 \$17,085.7 \$20,573.0 \$29,369.0 \$1,190.0 \$1,190.0 \$3,797.5 \$75,518.2 \$75,518.2 \$25,518.2 \$75,518.2 \$2
-141 -142 -151 -152 -153 -154 -155 -158 -164 -200 -212 -213 -221 -222 -224 -225 -226 -227 -226 -227 -224 -226 -227 -224 -227 -248 -249 -297	Board & Comm Per Diem Cnty Brd & Comm Mile Social Security Retirement Emplr Share HSA Contribution Hos & Health Ins Life Insurance Unemployment Comp Dental Insurance Contract Svcs Attorney Fees Accounting & Audit Water & Sewer Electric Gas & Fuel Oil Telephone Cellular Phone Dataline/Internet Motor Vehicle Maint Grounds Maint	\$5,000 \$1,200 \$34,194 \$25,871 \$4,500 \$75,312 \$84 \$00 \$31,820 \$6,000 \$6,000 \$59,822 \$109,180 \$55,620 \$4,000 \$2,500 \$15,000 \$110,000 \$32,000	\$3,750 \$900 \$25,646 \$19,403 \$3,375 \$56,484 \$63 \$00 \$23,865 \$4,500 \$44,867 \$44,867 \$44,867 \$44,867 \$44,867 \$44,867 \$44,875 \$1,875 \$375 \$11,250 \$82,500 \$24,000	\$2,730.00 \$539.84 \$22,978.27 \$20,955.90 \$4,000.00 \$66,557.85 \$65.66 \$0.00 \$677.88 \$17,004.36 \$3,022.50 \$0.00 \$42,736.62 \$88,606.97 \$26,250.93 \$2,750.00 \$11,309.97 \$909.14 \$11,202.01 \$34,481.80 \$35,269.41	(\$1,020.00) (\$360.16) (\$2,667.23) \$1,552.65 \$625.00 \$10,073.85 \$2.66 \$0.00 \$677.88 (\$6,860.64) (\$1,477.50) (\$4,500.00) (\$2,130.18) \$6,721.97 (\$15,464.07) (\$250.00) (\$250.00) (\$565.03) \$534.14 (\$47.99) (\$48,018.20) \$11,269.41	\$2,270.0 \$660.1 \$11,215.7 \$4,915.1 \$500.0 \$8,754.1 \$18.3

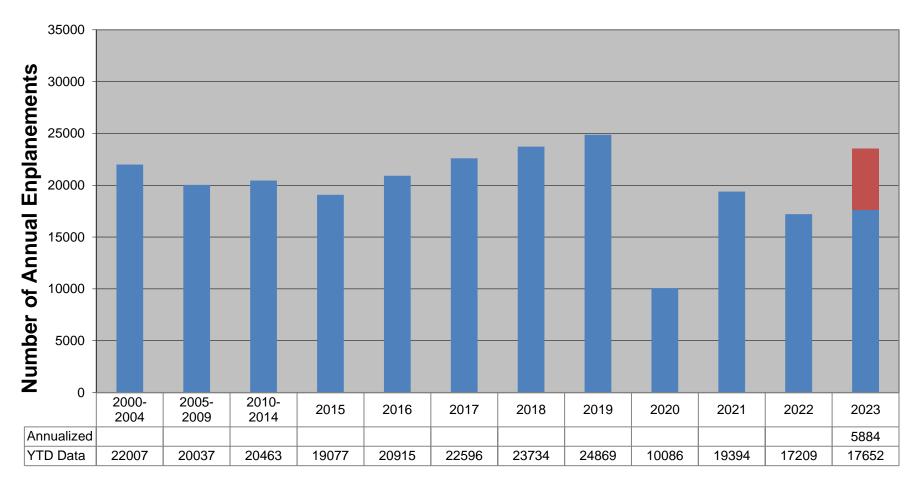
	ltem	12 Month Budget 2023	Budget YTD Allocated	Actual as of 9/30/23 (75%)	Variance YTD	Balance Remaining For Year
-310	Office Supplies	\$500	\$375	\$196.69	(\$178.31)	\$303.31
-311	Postage and Box Rent	\$800	\$600	\$84.38	(\$515.62)	\$715.62
-313	Printing & Dup	\$800	\$600	\$364.16	(\$235.84)	\$435.84
	Ref Materials	\$250	\$188	\$10.50	(\$177.00)	\$239.50
-321	Publish Legal Notices	\$150	\$113	\$30.00	(\$82.50)	\$120.00
-324	Membership Dues	\$4,000	\$3,000	\$3,683.00	\$683.00	\$317.00
-327	Marketing	\$60,000	\$45,000	\$43,296.27	(\$1,703.73)	\$16,703.73
-328	Airline Recruitment	\$15,000	\$11,250	\$12,000.00	\$750.00	\$3,000.00
	Travel-Train, Conf & Misc.	\$15,000	\$11,250	\$10,741.28	(\$508.72)	\$4,258.72
-366	Fire fight supplies	\$4,500	\$3,375	\$305.00	(\$3,070.00)	\$4,195.00
-377	Vehicle Fuel	\$50,000	\$37,500	\$33,928.19	(\$3,571.81)	\$16,071.81
	Insurance	\$78,369	\$58,777	\$58,038.63	(\$738.12)	\$20,330.37
	Insurance Claims	\$0	\$0	\$0.00	\$0.00	\$0.00
	Special Assessment	\$0	\$0	\$0.00	\$0.00	\$0.00
	Office Equipment	\$2,500	\$1,875	\$4,630.58	\$2,755.58	(\$2,130.58)
-310-650		\$0	\$0	\$6,648.03	\$6,648.03	(\$6,648.03)
	Bank Service Charges	<u>\$7,200</u>	<u>\$5,400</u>	<u>\$4,630.58</u>	<u>(\$769.42)</u>	\$2,569.42
Sub-Total	Operating Expense	\$1,496,706.40	\$1,122,529.80	\$1,012,216.22	(\$110,313.58)	\$484,490.18
53515-221	ATCT Water-Sewer-Strmwtr	\$1,096	\$822	\$777.13	(\$44.81)	\$318.79
-222	ATCT Electricity	\$19,570	\$14,678	\$16,275.58	\$1,598.08	\$3,294.42
-224	ATCT Gas & Fuel Oil	\$4,244	\$3,183	\$2,317.12	(\$865.58)	\$1,926.48
-225	ATCT Telephone	\$1,000	\$750	\$720.00	(\$30.00)	\$280.00
	ATCT Building Maintenance	\$15,000	\$11,250	\$10,143.95	(\$1,106.05)	\$4,856.05
	Tower Expense	\$40,910	\$30,682.14	\$30,233.78	(\$448.36)	\$10,675.74
52610 910	Capital Equipment	\$0	\$0	\$5,905.99	\$5,905.99	(\$5,905.99)
	Capital Improvement	\$545.000	\$0 \$408.750	\$266.536.90	(\$142,213.10)	\$278,463.10
	Other Capital Improvement	\$148.056	\$408,750	\$105,629.73	(\$5,412.27)	\$42,426.27
	Transfer to General Fund	\$140,050	\$111,042	\$20,000.00	\$20,000.00	(\$20,000.00)
	Principal/Trust Fund	\$0 \$0	\$0 \$0	\$20,000.00	\$0.00	\$0.00
	Interest/Trust Fund	\$0 \$0	\$0	\$0.00	\$0.00	\$0.00
	Capital Expense	\$693,056	\$519,792.00	\$398,072.62	(\$121,719.38)	\$294,983.38
TOTAL E	YDENGE	\$2,230,672	\$1,673,004	\$1.440.523	(\$232,481.32)	\$790,149.30
		<u> </u>	¥ 1,07 0,004	ψ1 <b>,</b> 0,523	(4404)701132)	<u> </u>
NET OPER		\$0	(\$0)	(\$74,604.09)		\$74,603.66
C	ash Balance					
	Per 2020 Audit Report	2,393,606				
	Per 2021 Audit Report	3,096,503				
	Per 2022 Audit Report	3,174,668				

#### Chippewa Valley Regional Airport Traffic Statistics September 2023

	Mont		% Diff.	Year to		% Diff.	
AIRLINE PASSENGERS	2023	2022		2023	2022		
EAU-ORD	0	993		0	13155		
EAU-MSP	591	0		7469	0		
EAU-RSW	0	0		4425	0		
EAU-MCO	0	0		4664	0		
EAU-LAS	<u>1087</u>	<u>0</u>		1909	0		
CHARTERS Enplaned				<u>863</u>	<u>699</u>		
Total Enplaned	1678	993	69%	19330	13854	40%	
ORD-EAU	0	929		0	13407		
MSP-EAU	507	0		6518	0		
RSW-EAU	0	0		4604	0		
MCO-EAU	0	0		4533	0		
LAS-EAU	<u>1124</u>	<u>0</u>		0	0		
CHARTERS Deplaned				<u>863</u>	<u>699</u>		
Total Deplaned	1631	929	76%	16518	14106	17%	
Total Enplaned/Deplaned	3309	1922	72%	35848	27960	28%	
AIRLINE PERFORMANCE	2023	2022		2023	2022		
Scheduled Flights/Landings	22	30	-27%	213	427	-50%	
Canceled Flights Xnld for Wx	0	0		1	10		
Xnld for Mx	0	0		1	1		
Xnld Other							
Total	<u>0</u> 0	<u>0</u> 0	#DIV/0!	<u>2</u> 4	<u>2</u> 13	-69%	
Total Landings	22	30	-27%	209	414	-50%	
Total Inbound Seats	4092	1500	173%	38874	20700		
LANDLINE PASSENGERS							

Leg O&DMonthTotalEAU-MSPSept140MSP-EAUSept<u>90</u>TOTAL230

# Chippewa Valley Regional Airport Scheduled Air Carrier and Charter Enplanements



Years

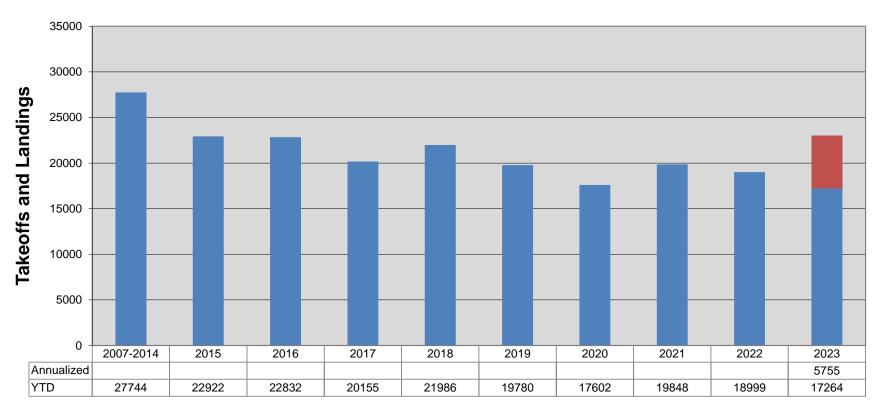
	Number of Cars Rented				
	<u>2023</u>	<u>2022</u>	23/22 % Diff.		
January	379	366	4%		
February	348	239	46%		
March	486	455	7%		
April	417	396	5%		
May	492	504	-2%		
June	566	503	13%		
July	608	496	23%		
August	647	519	25%		
September	525	491	7%		
October					
November					
December					
YTD	4468	3969	13%		

#### Agenda Item 5b

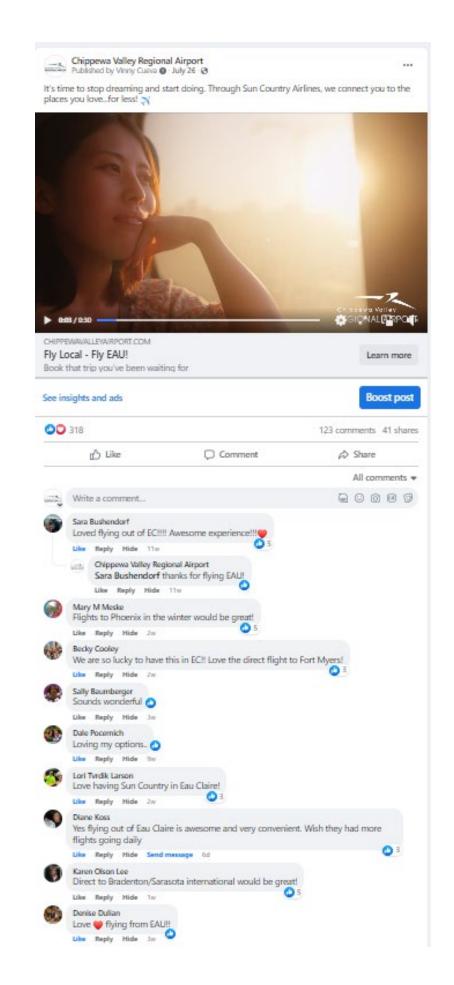
### Chippewa Valley Regional Airport Air Traffic Operations Statistics September 2023

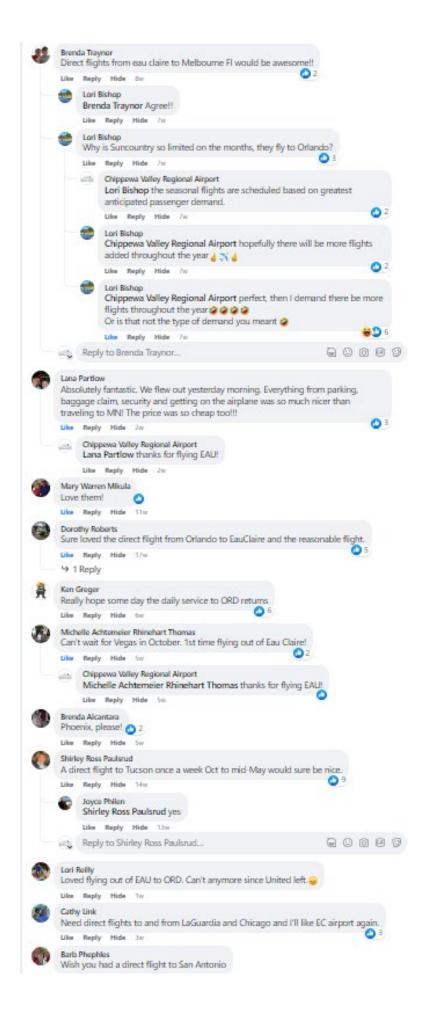
		Month		% Diff.	Year to	o date	% Diff.
		2023	2022		2023	2022	
ltinerant	Air Carrier Communter/ Air Taxi	43 128	2 143	2050% -10%	388 1234	22 1505	1664% -18%
ltir	GA	1143	1229	-7%	10653	9765	9%
	Military	52	40	30%	373	345	8%
Local	GA	594	400	49%	4504	2862	57%
Ľ	Military	<u>24</u>	<u>24</u>	0%	<u>112</u>	<u>70</u>	60%
то	TAL	1984	1838	8%	17264	14569	18%

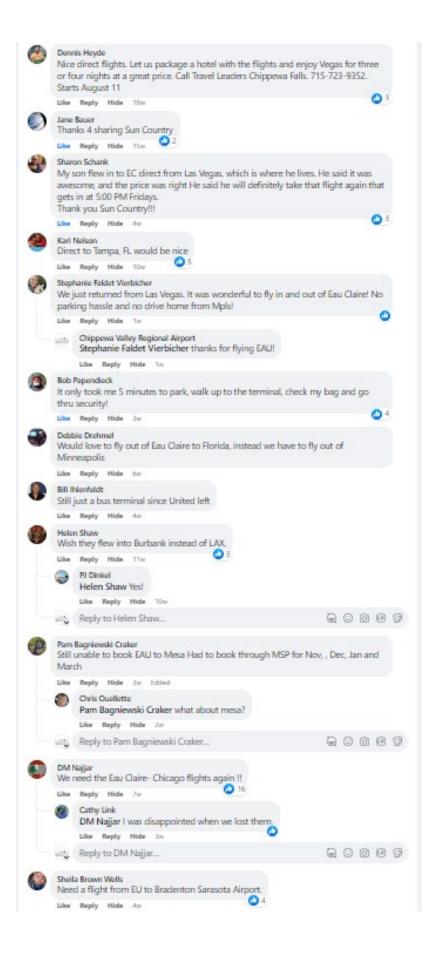
## Chippewa Valley Regional Airport Annual Air Traffic Control Tower Operations

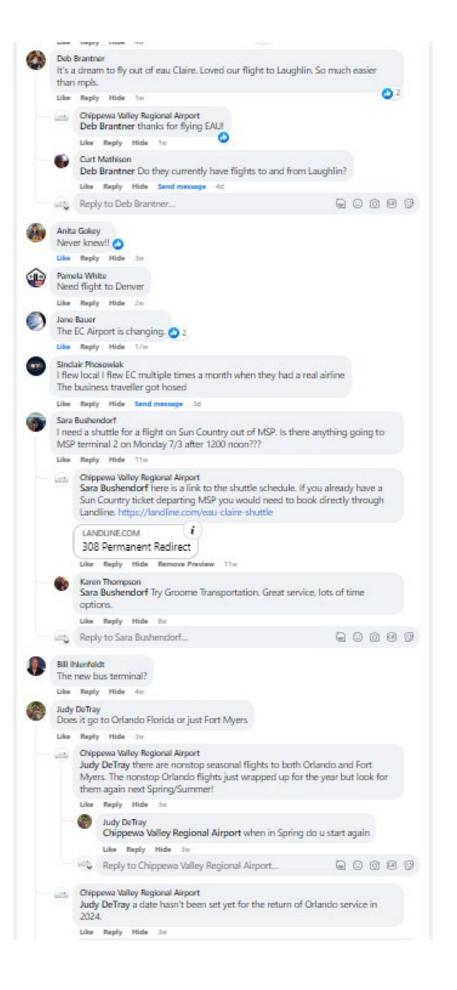


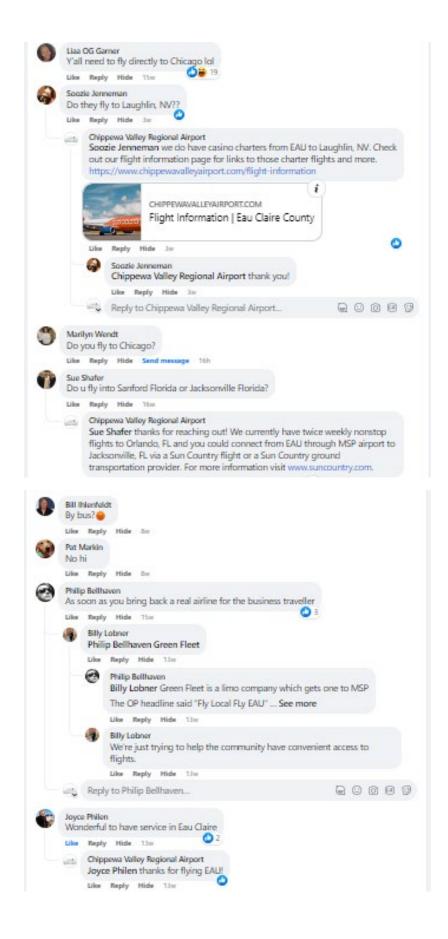
Years

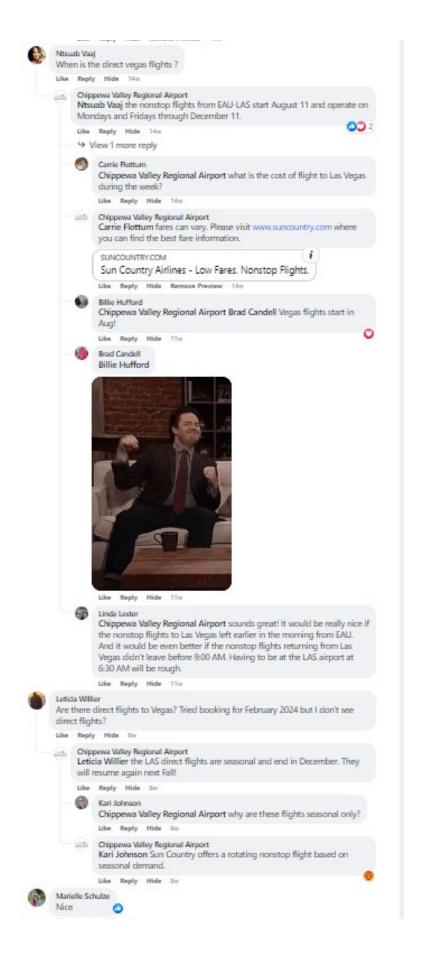




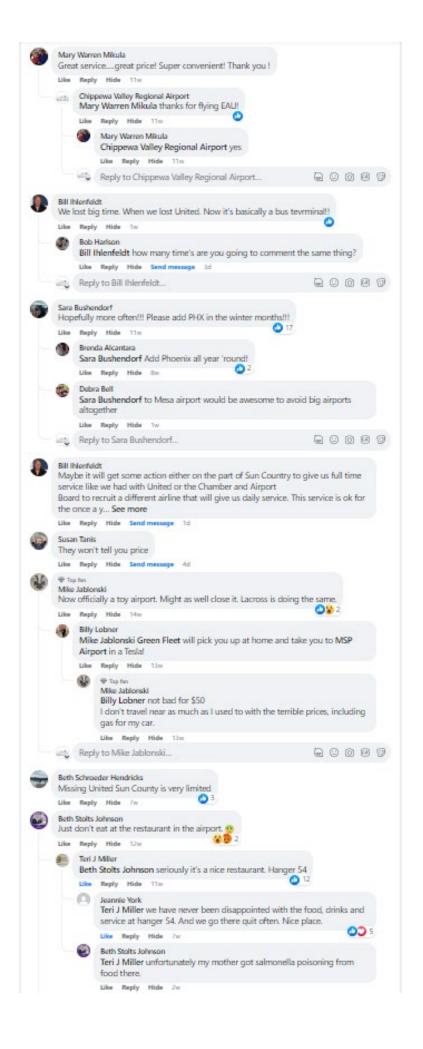












2023 Community/Stakeholder Outreach

- 1. Jan 3 Leader Telegram Interview
- 2. Jan 5 Airport Newsletter
- 3. Jan 9 Airport Neighborhood Assoc Meeting
- 4. Jan 12 Master Plan Public Meeting Communication
- 5. Jan 17 EC County Board Meet and Greet
- 6. Jan 18 Aviation Explorer Program with Sun Country
- 7. Jan 19 Leadership Chippewa Falls
- 8. Feb 1 EAA Explorer Post Presentation
- 9. Feb 2 Landline Media Event
- 10. Feb 2 Rotary Presentation
- 11. Feb 6 Hawthorne Corporate Hangar Press Release
- 12. Feb 8 EAA Fence Meeting
- 13. Feb 13 ECC Parks and Forest Committee Meeting
- 14. Feb 16 Master Plan Open House
- 15. Mar 1 WAMA/TDA Fly-In
- 16. Mar 6 Chippewa Herald Interview
- 17. Mar 7 Sun Country Meeting
- 18. Mar 13 Airport Neighborhood Association Meeting
- 19. Mar 14 Runway Safety Action Team Meeting
- 20. Mar 16 Chippewa Chamber Women to Women Panel
- 21. Apr 11 Airport Newsletter
- 22. Apr 11 ECC Administration Committee
- 23. Apr 11 CC Executive Committee
- 24. Apr 13 ECC Finance and Budget Committee
- 25. Apr 18 Chippewa County Board Meeting
- 26. Apr 18 Eau Claire County Board Meeting
- 27. Apr 21 MCO Inaugural Flight Kickoff
- 28. Apr 24 Boy Scout Tour
- 29. Apr 26 ChiHi Virtual Tours
- 30. Apr 27 School Tour
- 31. May 6 Pancake Breakfast
- 32. May 8 Airport Post Season Snow Meeting
- 33. May 9 CCEDC Job Fair in Terminal Parking Lot
- 34. May 11 WAMA Legislative Day
- 35. May 15 School Tour
- 36. May 23 Runway Closure Email Notification
- 37. June 22 Pilot Safety Email
- 38. July 3 Quarterly Newsletter
- 39. July 19 WQOW Fence Interview
- 40. July 21 Runway Closure Tenant Notifications
- 41. Aug 1 Chippewa Valley Musical Festival Terminal Filming
- 42. Aug 2 ANA Summer Gathering
- 43. Aug 9 LAS Media Advisory
- 44. Aug 11 TSA Screening Tour
- 45. Aug 17 Runway Closure Tenant Notification
- 46. Aug 18 Master Plan Input Committee
- 47. Aug 18 EAA Fencing Discussion

- 48. Aug 24 Dream Flights @ Hawthorne
- 49. Aug 25 Airport Improvement Magazine Interview
- 50.  $\operatorname{Aug} 31 \operatorname{FAA}/\operatorname{BOA}$  Tour
- 51. Sept 8 South Hangar Area Construction Notification
- 52. Sept 11 Airport Neighborhood Association Annual Meeting
- 53. Oct 2 Airport Quarterly Newsletter
- 54. Oct 2 Airport Magazine Interview
- 55. Oct 10 Pilot Safety Email

<u>Upcoming Events</u> Master Plan Public Meeting, November 16, 2023

2023	Name	Company	Accomplishment
July	-	-	-
August	Katie Rassbach	Smokin' Rivet Airparts and Salvage	Twould like to nominate Katle K. for the August Employee Recognition Program. Katie has been Smokin Rivet Air Parts and Salvage number one employ since hiring on in January 2023. Since day one Katie has given 110% at every thing that she is tasked to do. Most recently Katie was challenged with sorting, organizing, labeling, and filing over 1500 line items. A project that would take most people many month's to achieve, Katie did in just over a month's time. Katie has a very high level for attention to detail, always puts in the extra effort, even when no one is looking. Katie is always seeking for more challenges to expand her knowledge of the Aviation Parts business
September	Kyle Keehner	Menards	Kyle has worked for the Menard Inc Flight Department since 2011 and has made his way from being a mechanic to being named the Director of Maintenance last year. Kyle has shown time and time again that continues to go the extra mile. Whether it is making good business decisions that save the company money, to always being available day or night when needed or even helping out others around the CVRA. Kyle continues to put the company first and his passion and dedication for not only the Menard Flight Department but to his fellow peers and employees shows each and every day. Thank you Kyle for your tremendous efforts and keep up the good work!

# LEASE NO. GS-05P-LWI00844

#### On-Airport Lease GSA TEMPLATE L201D (OCT 2021)

A. This Lease is made and entered into between

#### COUNTY OF EAU CLAIRE

(Lessor), whose principal place of business is Chippewa Valley Regional Airport 3800 STARR AVE STE 6, EAU CLAIRE, WI 54703 USA, and whose interest in the Property described herein is that of Fee Owner, and

#### The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

#### Chippewa Valley Regional Airport 3800 Starr Ave, Eau Claire, WI 54703

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

#### C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon October 1, 2023, and continuing for a period of

#### 10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

#### FOR THE LESSOR:

#### FOR THE GOVERNMENT:

Name: Charity Zich	Amanda Kruse Name:
Title: Chippewa Valley Regional Airport	Title: Lease Contracting Officer General Services Administration, Public Buildings Service
Date:	Date:
ITNESSED FOR THE LESSOR BY:	
Erin Switzon	

Name:	
Title:	
Date:	

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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#### SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

#### 1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. <u>Office and Related Space</u>: **1,009** rentable square feet (RSF), yielding **1,009** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **1st** floor(s), of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. <u>Common Area Factor</u>: The Common Area Factor (CAF) is established as **1** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

#### 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. <u>Parking</u>: **3** parking spaces, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces and 3 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. <u>Antennas, Satellite Dishes and Related Transmission Devices</u>: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

#### 1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2021)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

Year	Shell Per RSF	Operating Per RSF	Annual Shell	Annual Operating
1	\$25.91	\$8.84	\$26,143.19	\$8,919.56
2	\$25.91	\$8.84	\$26,143.19	\$8,919.56
3	\$25.91	\$8.84	\$26,143.19	\$8,919.56
4	\$25.91	\$8.84	\$26,143.19	\$8,919.56
5	\$25.91	\$8.84	\$26,143.19	\$8,919.56
6	\$25.91	\$8.84	\$26,143.19	\$8,919.56
7	\$25.91	\$8.84	\$26,143.19	\$8,919.56
8	\$25.91	\$8.84	\$26,143.19	\$8,919.56
9	\$25.91	\$8.84	\$26,143.19	\$8,919.56
10	\$25.91	\$8.84	\$26,143.19	\$8,919.56

B. Parking shall be provided at a rate of \$XX per parking space per month (structured/inside), and \$XX per parking space per month (surface/outside).

C. The Lessor has offered free rent for the first XX (X) months of the Lease (free rent includes shell, operating, TI, BSAC and parking rent). Therefore, the first XX (X) months of the Lease shall be provided at no cost to the Government.

D. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **1,009** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

E. Rent is subject to adjustment based upon the final TI cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.

H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises,"

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and,

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

#### 1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **90** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

B. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than **90** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

#### 1.05 RENEWAL RIGHTS (OCT 2016) INTNETIONALLY DELETED

#### 1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2020)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	Ехнівіт
Floor Plan(s)	1	A
Security	10	В
GSA Form 3517B, General Clauses	17	С
Janitorial	1	D
FAR 52.204-27	1	E

#### 1.07 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$8.84** per RSF.

#### 1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2021)

Lessor's Unique Entity Identifier

UEI-SAM: G1X9XUDJW143

#### SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

#### 2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. <u>Appurtenant Areas</u>. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- $C. \quad \underline{\text{Building}}. \ \text{Building(s) situated on the Property in which the Premises are located} \ .$
- D. <u>Commission Credit</u>. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. <u>Common Area Factor</u>. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/ BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract shall mean this Lease.
- G. Contractor. Contractor shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. <u>Firm Term/Non-Firm Term</u>. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the Lease term commences.
- M. <u>Lease Award Date</u>. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. <u>Premises</u>. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. <u>Property</u>. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. <u>Rentable Space or Rentable Square Feet (RSF)</u>. Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.
- Q. <u>Space</u>. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. <u>Office Area.</u> For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. <u>Working Days.</u> Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

#### 2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

#### 2.03 WAIVER OF RESTORATION (OCT 2021)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

a) waste, or,

b) damages or restoration arising from or related to:

(1) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (2) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

#### 2.04 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the cost of Living Index for the month prior to the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

#### 2.05 RELOCATION RIGHTS (OCT 2021)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

#### 2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the Airport.

B. TSA is responsible for airline passenger and baggage screening services at the Airport.

C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.

D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

#### 2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

#### 2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

#### 2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Offeror must have an active registration in the System for Áward Management (SAM), via the Internet at, https://www.sam.gov/SAM/ prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

#### 2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

# In Process

#### SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

#### 3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

#### 3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

#### 3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

#### 3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3<sup>rd</sup> floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

#### 3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

- B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
  - 1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
  - 2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

#### 3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

#### 3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

#### 3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

#### 3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

#### 3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

#### 3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2021)

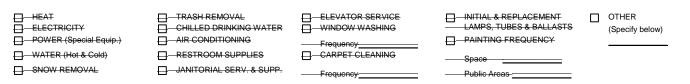
The Government may direct the Lessor to use the Government's designated project management system for post-award and post-occupancy activities.

### SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

#### 4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The Lessor shall follow routine cleaning and disinfecting requirements in Section 5.01. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

Janitorial Requirements Described in Exhibit C.



The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

#### 4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from **7 AM to 5 PM**,

#### 4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

#### 4.04 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law.* During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

#### 4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

# 4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at <a href="https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf">https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf</a>) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

LESSOR:

- 1. Authorized recipients.
  - a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract.
  - b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.
- 2. Dissemination of CUI building information:
  - a. <u>By electronic transmission</u>. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
  - <u>By nonelectronic form or on portable electronic data storage devices</u>. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
    - i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
    - ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.
- 3. <u>Record keeping</u>. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum:
  - a. The name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated;
  - b. The name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information;
  - c. Contact information for the named individual; and
  - d. A description of the CUI building information provided.

Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

- 4. <u>Safeguarding CUI documents</u>. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.
- 5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.
- 6. <u>Notice of disposal</u>. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.
- 7. <u>CUI security incidents</u>. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at <u>gsa-ir@gsa.gov</u>. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.
- 8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

#### 4.07 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

- 1. Making available information on Building operations and Lessor activities;
- 2. Providing access to Space for assessment and testing, if required; and

3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

#### 4.08 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2021)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph B.2 below

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015 Standard for Professional Mold Remediation), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

#### 4.09 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

LESSOR:

#### ADDITIONAL TERMS AND CONDITIONS **SECTION 5**

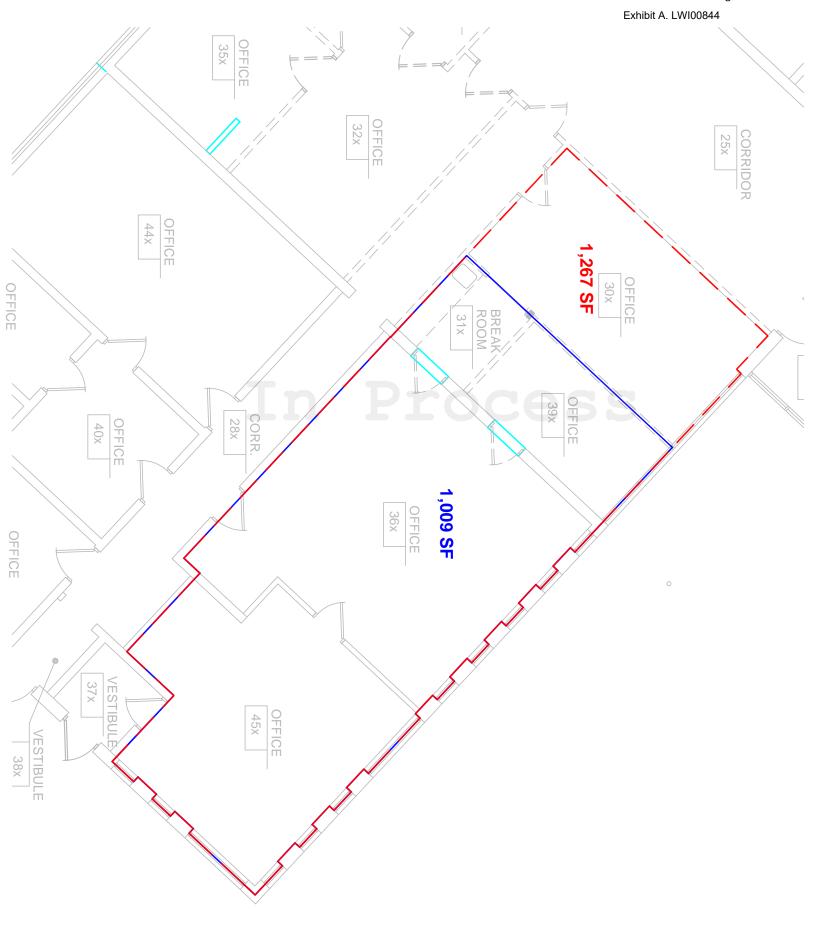
#### 5.01 **PROVISIONAL ACCEPTANCE (FEB 2021)**

At a time of exceptional circumstance, i.e., pandemic, the Government may accept the Space on a provisional basis until such time that a re-Α. inspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or 'virtual' walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements, Design Intent Drawings and Construction Drawings.

At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect Β. the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.

Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no C. such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment

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## FACT SHEET

## TO FILE NO. 23-24/051

This ordinance amends Sections in Chapter 12.10 to include language for leased aircraft and the naming of the Hangar Leases as it relates to the flying club.

Fiscal Impact: \$0

Respectfully Submitted,

Charity Zich Airport Director

1	Enrolled No.	ORDINANCE		File No. 23-24/051				
2 3 4 5	TO AMEND SECTION 12.10.030 OF THE CODE: CLUB AIRCRAFT; TO CREATE SECTION 12.10.050 OF THE CODE: CLUB HANGAR LEASES							
6	The County Board of Supervisors of the County of Eau Claire does ordain as follows:							
7 8 9	SECTION 1. That Section 12.10.030 of the code be amended to read:							
10	12.10.030 Club Aircraft. Aircraft must be owned or leased in the name of the flying club							
11 12 13 14	members on a pro-rata share, and the aircraft than the cost to operate, may shall not be used by nonmembers.							
14 15								
16	12.10.050 Club Hangar Leas	<u>ses. Hangar lea</u>	ses must be in the	name of the fly	<u>ying club.</u>			
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