

AGENDA
Chippewa Valley Regional Airport Commission
Friday, December 15, 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 at least 30 minutes prior to the start of the meeting. You will be called on during the public comment period to make your comments.

1. Call To Order
2. Confirmation of Meeting Notice
3. Roll Call - Voice
4. Approval of Minutes
 - a. November 17, 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
 - Airport Community Outreach
 1. Discussion/Action

b. Airport Strategic Plan Update/Review

1. Discussion/Action

c. Project Summary

- AIP 49 – Corporate Hangar Construction – FY21
- AIP 51 – Master Plan Update – FY 22
- 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: None.

9. New Business:

a. Approval of FAA Lease 679DCM-24-L-00040

1. Discussion/Action

b. 2024 Marketing Plan Draft

1. Discussion/Action

c. Proposed Closed Session pursuant to Wisconsin Stat. s. 19.85 (1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, To wit: Addendum 2 to Heartland Aviation, LLC Fixed-Base Operator's Agreement

1. Discussion/Action

10. Discuss Future Agenda Items

11. Set Future Meeting Dates and Times

12. Adjournment

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of 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
Friday, November 17, 2023, 7:30 a.m.
Airport Terminal Conference Room
3800 Starr Ave, Eau Claire, WI**

MEMBERS PRESENT: Commissioners Scott Francis, Bill Hilgedick, David Hirsch, Peter Hoeft, Chuck Hull, and Scott Smith were present.

MEMBERS ABSENT: Commissioner Barry Wells

OTHERS PRESENT: Heather DeLuka and Jon Myre-Airport Neighborhood Association, Shawn Styer-Hawthorne Aviation, Amy Michels-Mead & Hunt, Charity Zich-Airport Director, Todd Norrell-Maintenance Supervisor and Erin Switzer-Airport Administrative Specialist. Scott Lystrup-Hangar Tenant attended virtually.

1. **Call to Order:** Chair Bill Hilgedick called the meeting to order at 7:31 am.
2. **Confirmation of Meeting Notice:** The meeting was noticed.
3. **Roll Call:** Commissioners Scott Francis, Bill Hilgedick, Peter Hoeft, Chuck Hull, and Scott Smith were present. Commissioner David Hirsch arrived at 7:32. Chair Bill Hilgedick left at 8:04 am.
4. **Approval of Minutes:**
 - a. **October 20, 2023 Regular Commission Meeting:**

On a motion by Com. Hoeft, seconded by Com. Hull, the minutes of the October 20, 2023 meeting were approved as submitted.
(Ayes 5-Nayes 0)
5. **CVRA Finance and Activity Reports:**
 - a. **Expense Vouchers, Credit Card Charges and Financial Report:**

On a motion by Com. Francis, seconded by Com. Smith, the expense vouchers were approved as presented.
(Ayes 6-Nayes 0)
 - b. **Key Indicators:**
 - **Airline Operations**
Airline Enplanements are up for the month and for the year.
 - **Car Rental Operations**
Cars rented are up for the month and for the year.
 - **Tower Operations**
Tower Operations are down for the month and up for the year.

8. Previous Business:

- a. **Proposed Closed Session pursuant to Wisconsin Stat. s. 19.85 (1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, To wit: Hangar Lease and New Hangar Construction**

On a motion by Com. Hull, seconded by Com. Smith, the Commission entered into closed session at 8:02 am on the following Roll Call Vote – Ayes: Com. Francis, Hilgedick, Hirsch, Hoeft, Hull, and Smith; Naves: None.

Commissioners returned from closed session at 8:17 am. Secretary Francis reported that the Commission gave direction to the Airport Director on proceeding with the new hangar construction.

9. New Business:

- a. **Resolution Abolishing the Airport Maintenance Technician I Position**

On a motion by Com. Francis, seconded by Com. Hoeft, the Commission approved the Resolution Abolishing the Airport Maintenance Technician I Position as presented.

(Ayes 6-Naves 0)

10. Discuss Future Agenda Items: None

- 11. Set Future Meeting Dates and Times:** The next Regular Commission Meetings are planned for December 15, 2023, January 19, 2024 and February 16, 2024.

12. Adjournment:

Com. Francis adjourned the meeting at 8:19 am.

Respectfully Submitted,

Scott Francis, Secretary

November Vouchers for approval December 15, 2023

Agenda Item 5a

Bartingale Mechanical	Terminal A/C Motor & K1-K7 Boiler PM's	53510-248	\$3,161.79
Chippewa Concrete	Concrete Curb & Gutter Work	53510-820	\$1,116.42
Cintas	Uniforms & Towels	53510-298	\$460.62
Clifton Larson Allen	Annual PFC Audit	53510-213	\$3,500.00
Dave Bresina's Nursery	Landscaping Rock & Installation	53510-829	\$1,000.00
Fireline Sprinkler	Annual Terminal Sprinkler Inspection	53510-248	\$390.00
<i>Fireline Sprinkler</i>	<i>Annual ATCT Sprinkler Inspection</i>	<i>53515/248</i>	<i>\$520.00</i>
JM Janitorial	Janitorial Services, November	53510-200	\$688.50
Laforce	Locks & Keys for new Corporate Hangar	53510-829	\$422.86
Laforce	BEST Key Blanks	53510-248	\$190.00
Mead & Hunt	PFC Application Services	53510-299	\$680.00
RTS Roofing	Rubber for Hangar Door Seals	53510-248	\$275.00
State of WI - Dept. of Transportation	AIP 35 - Taxiway A Construction	53510-829	\$3.48
Xcel Energy	Terminal Gas/Electric - November	53510-222/224	\$14,328.85
<i>Xcel Energy</i>	<i>ATCT Gas/Electric - November</i>	<i>53515-222/224</i>	<i>\$1,927.23</i>
		TOTAL	<u>\$28,664.75</u>

ITALICIZED items = Tower Expenses

November Credit Card Charges

ROCKBOT	Marketing	53510-327	\$30.00
HILTON GARDEN INN OSHKOSH	Training	53510-340	\$196.00
<i>PER MAR SECURITY</i>	<i>ATCT Monitoring</i>	<i>53515-248</i>	<i>\$187.92</i>
FVTC STUDENT FINANCE	ASOS Training	53510-340	\$1,450.00
PER MAR SECURITY	Badging Software Service Agreement	53510-310-650	\$1,539.96
TRANSPORTATION SECURITY	TSA Fees Downpayment	53510-310-650	\$300.00
VOLAIRE AVIATION INC.	November Air Service	53510-328	\$1,500.00
VOLAIRE AVIATION INC.	October Air Service	53510-328	\$1,500.00
VOLAIRE AVIATION INC.	Marketing	53510-327	\$300.00
ADVANCE MEDIA NEW YORK	Digital Marketing, October	53510-327	\$4,416.00
INTUIT QUICKBOOKS ONLINE	Annual Accounting Software Renewal	53510-310	\$578.72
AMERICAN ASSOCIATION AIRPORT	Training	53510-340	\$500.00
SUMMIT COMPANIES ST PAUL	Terminal Fire Inspection	53510-248	\$583.50
<i>SUMMIT COMPANIES ST PAUL</i>	<i>ATCT Fire Inspection</i>	<i>53515-248</i>	<i>\$630.50</i>
EAU CLAIRE CHAMBER	Employee Recognition	53510-327	\$50.00
APG WISC MINN SUBSCRIPTION	LT Subscription	53510-320	\$254.80
CROWN AWARDS INC	Employee Recognition	53510-327	\$10.13
AMAZON	Building	53510-248	\$139.28
AMAZON	Building	53510-248	\$130.44
<i>AMAZON</i>	<i>ATCT Building</i>	<i>53515-248</i>	<i>\$130.44</i>
HANGAR 54 GRILL	Employee Recognition	53510-327	\$25.00
DALCO ENTERPRISES	Janitorial	53510-248	\$208.77
GOLD CROSS ANSWERING SVC	Answering Service	53510-225	\$120.00
NASSCO INC.	Janitorial	53510-248	\$651.33
STAPLES	Janitorial	53510-248	\$224.95
WINDCAVE INC.	Merchant Fees	53510-200	\$95.00
AMC- LLC	Parking Report Assistance	53510-246	\$250.00
AMAZON	Marketing	53510-327	\$149.99
AMAZON	Badging Supplies	53510-310-650	\$22.09
AMAZON	Badging Supplies	53510-310-650	\$54.71
STAPLES	Office Supply	53510-310	\$47.04
CED - DS ELECTRIC	Grounds	53510-246	\$63.15
WAREHOUSE-LIGHTING.COM	Building	53510-248	\$91.53
LED LIGHT EXPERT	Grounds	53510-246	\$359.98
MESSICKS - ECOMMERCE	Vehicle	53510-241	\$101.94
MB COMPANIES	Vehicle	53510-241	\$120.52
MB COMPANIES	Grounds	53510-246	\$14.72
MENARDS EAU CLAIRE WEST	Building	53510-248	\$110.52
WD LARSON COMPANIES INC	Vehicle	53510-241	\$809.42
WD LARSON COMPANIES INC	Grounds	53510-246	\$74.30
FLEET PRIDE 580	Vehicle	53510-241	\$78.64
		TOTAL	<u>\$18,101.29</u>

Chippewa Valley Regional Airport							
2023 BUDGET COMPARISON Estimated November 30, 2023							
	Item	12 Month Budget 2023	Budget YTD Allocated	Actual as of 11/30/23 (91.67%)	Variance YTD	Balance Remaining For Year	Estimate
Income				91.67%			
41110	Contrib From Eau Claire Cty	\$407,050	\$373,129	\$373,129	\$0.00	\$33,920.83	\$407,050
43790	Contrib From Chippewa Cty	\$132,890	\$121,816	\$132,890	\$11,074.17	\$0.00	\$132,890
Sub-Total Tax Revenue		\$539,940	\$494,945.00	\$506,019.17	\$11,074.17	\$33,920.83	\$539,940
46341	Air Terminal	\$166,319	\$152,459	\$172,148	\$19,688.97	(\$5,829.05)	\$190,417
46342	FBO	\$178,556	\$163,676	\$142,964	\$142,964	(\$20,712.29)	\$35,591.96
46343	Airfield	\$124,945	\$114,533	\$119,414	\$4,880.40	\$5,531.71	\$133,000
46344	Hangars	\$328,380	\$301,015	\$233,088	\$233,088	(\$67,927.28)	\$95,292.29
46345	Parking	\$149,000	\$136,583	\$166,933	\$30,349.35	(\$17,932.68)	\$177,000
46346	Rental Cars	\$80,000	\$73,333	\$189,510	\$116,176.67	(\$109,510.00)	\$201,000
46347	Badging Revenue	\$0	\$0	\$3,933	\$3,933.25	(\$3,933.25)	\$4,200
46349	Ground Handling	\$0	\$0	\$0	\$0.00	\$0.00	\$0
48902	Vehicle Fuel Reimbursement	\$18,000	\$16,500	\$24,353	\$7,853.46	(\$6,353.46)	\$26,000
48903	Equipment Rental	\$1,200	\$1,100	\$1,100	\$0.00	\$100.00	\$1,200
Sub-Total Operating Revenue		\$1,046,400	\$959,200	\$1,053,443	\$94,242.52	-\$7,042	\$1,152,792
Sub-Total Taxes and Operating Rev.		\$1,586,340.49	\$1,454,145.45	\$1,559,462.14	\$105,316.69	\$26,878.35	\$1,692,731.53
48691	Other Revenue	\$5,000	\$4,583	\$14,043	\$9,459.84	(\$9,043.17)	\$14,500
48900	Insurance Refunds	\$0	\$0	\$1,357	\$1,357.44	(\$1,357.44)	\$1,357
48901	PFC	\$65,850	\$60,363	\$83,050	\$22,687.52	(\$17,200.02)	\$90,000
43690-91	Airport Grants	\$350,000	\$320,833	\$0	(\$320,833.33)	\$350,000.00	\$0
49210	Transfer Fr. Gen'l Fund	\$0	\$0	\$0	\$0.00	\$0.00	\$0
49300	Airport Fund Balance Applied	\$2,594,201	\$204,858	\$0	(\$204,857.58)	\$2,594,201.00	
Sub-Total Other Revenue		\$3,015,051	\$590,636.75	\$98,450.63	(\$492,186.12)	\$2,916,600.37	\$105,857
TOTAL INCOME		\$4,601,391	\$2,044,782.20	\$1,657,912.77	(\$386,869.43)	\$2,943,478.72	\$1,798,589
Expenses							
53510-111	Salary Perm-Regular	\$411,642	\$377,339	\$363,601.32	(\$13,737.18)	\$48,040.68	\$411,642
-112	Salary Perm-OT	\$18,800	\$17,233	\$11,389.01	(\$5,844.32)	\$7,410.99	\$18,800
-114	Salary-On Call Pay	\$5,200	\$4,767	\$4,500.00	(\$266.67)	\$700.00	\$5,200
-121	Salary Temp Regular	\$11,352	\$10,406	\$9,312.97	(\$1,093.03)	\$2,039.03	\$12,000
-130	Employee Benefits	\$4,200	\$3,850	\$3,850.00	\$0.00	\$350.00	\$4,200
-136	PTO-ELB-Lump Sum Payout	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
-141	Board & Comm Per Diem	\$5,000	\$4,583	\$3,135.00	(\$1,448.33)	\$1,865.00	\$5,000
-142	Cnty Brd & Comm Mile	\$1,200	\$1,100	\$621.98	(\$478.02)	\$578.02	\$1,200
-151	Social Security	\$34,194	\$31,345	\$27,707.42	(\$3,637.08)	\$6,486.58	\$34,194
-152	Retirement Emplr Share	\$25,871	\$23,715	\$25,426.89	\$1,711.81	\$444.11	\$25,871
-153	HSA Contribution	\$4,500	\$4,125	\$4,000.00	(\$125.00)	\$500.00	\$4,500
-154	Hos & Health Ins	\$75,312	\$69,036	\$82,885.55	\$13,849.55	(\$7,573.55)	\$90,000
-155	Life Insurance	\$84	\$77	\$79.94	\$2.94	\$4.06	\$84
-158	Unemployment Comp	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
-164	Dental Insurance	\$0	\$0	\$828.52	\$828.52	(\$828.52)	\$850
-200	Contract Svcs	\$31,820	\$29,168	\$18,439.36	(\$10,728.97)	\$13,380.64	\$23,820
-212	Attorney Fees	\$6,000	\$5,500	\$7,377.50	\$1,877.50	(\$1,377.50)	\$7,500
-213	Accounting & Audit	\$6,000	\$5,500	\$3,500.00	(\$2,000.00)	\$2,500.00	\$6,000
-221	Water & Sewer	\$59,822	\$54,837	\$42,736.62	(\$12,100.58)	\$17,085.78	\$58,000
-222	Electric	\$109,180	\$100,082	\$106,619.39	\$6,537.72	\$2,560.61	\$116,000
-224	Gas & Fuel Oil	\$55,620	\$50,985	\$32,038.58	(\$18,946.42)	\$23,581.42	\$45,000
-225	Telephone	\$4,000	\$3,667	\$2,880.00	(\$786.67)	\$1,120.00	\$4,000
-226	Cellular Phone	\$2,500	\$2,292	\$1,633.77	(\$657.90)	\$866.23	\$2,500
-227	Dataline/Internet	\$500	\$458	\$909.14	\$450.81	(\$409.14)	\$909
-241	Motor Vehicle Maint	\$15,000	\$13,750	\$12,488.17	(\$1,261.83)	\$2,511.83	\$15,000
-246	Grounds Maint	\$110,000	\$100,833	\$99,484.00	(\$1,349.33)	\$10,516.00	\$102,000
-248	Building Maint	\$32,000	\$29,333	\$39,601.28	\$10,267.95	(\$7,601.28)	\$40,000
-249	Service on Machines	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
-297	Refuse Collection	\$1,800	\$1,650	\$1,437.98	(\$212.02)	\$362.02	\$1,438
-298	Laundry Services	\$4,040	\$3,703	\$3,807.24	\$103.91	\$232.76	\$4,500
-299	Sundry Contract Services	\$222,000	\$203,500	\$139,020.02	(\$64,479.98)	\$0.00	\$184,000
-310	Office Supplies	\$500	\$458	\$232.16	(\$226.17)	\$267.84	\$500
-311	Postage and Box Rent	\$800	\$733	\$168.38	(\$564.95)	\$631.62	\$500
-313	Printing & Dup	\$800	\$733	\$364.16	(\$369.17)	\$435.84	\$500
-320	Ref Materials	\$250	\$229	\$10.50	(\$218.67)	\$239.50	\$200
-321	Publish Legal Notices	\$150	\$138	\$30.00	(\$107.50)	\$120.00	\$150
-324	Membership Dues	\$4,000	\$3,667	\$3,683.00	\$16.33	\$317.00	\$4,000
-327	Marketing	\$85,000	\$77,917	\$48,281.47	(\$29,635.20)	\$36,718.53	\$75,000
-328	Airline Recruitment	\$15,000	\$13,750	\$12,000.00	(\$1,750.00)	\$3,000.00	\$15,000
-340	Travel-Train, Conf & Misc.	\$15,000	\$13,750	\$11,204.36	(\$2,545.64)	\$3,795.64	\$15,000
-366	Fire fight supplies	\$4,500	\$4,125	\$305.00	(\$3,820.00)	\$4,195.00	\$305

	Item	12 Month Budget 2023	Budget YTD Allocated	Actual as of 11/30/23 (91.67%)	Variance YTD	Balance Remaining For Year	Estimate
-377	Vehicle Fuel	\$50,000	\$45,833	\$47,348.18	\$1,514.85	\$2,651.82	\$47,500
-510	Insurance	\$78,369	\$71,838	\$71,990.84	\$152.59	\$6,378.16	\$78,369
-515	Insurance Claims	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
-615	Special Assessment	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
-813	Office Equipment	\$2,500	\$2,292	\$4,947.58	\$2,655.91	(\$2,447.58)	\$5,000
-310-650	Badging	\$0	\$0	\$6,703.80	\$6,703.80	(\$6,703.80)	\$8,700
-933	Bank Service Charges	\$7,200	\$6,600	\$5,690.58	(\$909.42)	\$1,509.42	\$6,200
	Sub-Total Operating Expense	\$1,521,706.40	\$1,394,897.53	\$1,262,271.66	(\$132,625.87)	\$259,434.74	\$1,481,132.12
53515-221	ATCT Water-Sewer-Strmwtr	\$1,096	\$1,005	\$777.13	(\$227.46)	\$318.79	\$1,096
-222	ATCT Electricity	\$19,570	\$17,939	\$19,508.45	\$1,569.28	\$61.55	\$21,500
-224	ATCT Gas & Fuel Oil	\$4,244	\$3,890	\$2,737.33	(\$1,152.64)	\$1,506.27	\$3,800
-225	ATCT Telephone	\$1,000	\$917	\$720.00	(\$196.67)	\$280.00	\$1,000
-248	ATCT Building Maintenance	\$15,000	\$13,750	\$10,898.88	(\$2,851.12)	\$4,101.12	\$15,000
	Sub-Total Tower Expense	\$40,910	\$37,500.39	\$34,641.79	(\$2,858.60)	\$6,267.73	\$42,396
53610-810	Capital Equipment	\$0	\$0	\$5,905.99	\$5,905.99	(\$5,905.99)	\$5,906
-820	Capital Improvement	\$2,795,000	\$2,562,083	\$332,484.83	(\$2,229,598.50)	\$2,462,515.17	\$2,872,614
-829	Other Capital Improvement	\$243,776	\$223,461	\$108,564.72	(\$114,896.61)	\$135,211.28	\$258,714
59280-920	Transfer to General Fund	\$0	\$0	\$20,000.00	\$20,000.00	(\$20,000.00)	\$20,000
58102-613	Principal/Trust Fund	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
58202-613	Interest/Trust Fund	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0
	Sub-Total Capital Expense	\$3,038,776	\$2,785,544.67	\$466,955.54	(\$2,318,589.13)	\$2,571,820.46	\$3,157,234
	TOTAL EXPENSE	\$4,601,392	\$4,217,943	\$1,763,869	(\$2,454,073.60)	\$2,837,522.93	\$4,680,762
	NET OPERATING INCOME	\$0	(\$2,173,160)	(\$105,956.22)		\$105,955.79	-\$2,882,173
	<u>Cash Balance</u>						
	Per 2020 Audit Report	2,393,606					
	Per 2021 Audit Report	3,096,503					
	Per 2022 Audit Report	3,174,668					
	2023 Estimate	292,495					

Chippewa Valley Regional Airport
Traffic Statistics
 November 2023

AIRLINE PASSENGERS	Month		% Diff.	Year to date		% Diff.
	2023	2022		2023	2022	
EAU-ORD	0	931		0	15215	
EAU-MSP	532	0		8721	0	
EAU-RSW	163	0		4588	0	
EAU-MCO	0	0		4664	0	
EAU-LAS	<u>1103</u>	<u>0</u>		4259	0	
CHARTERS Enplaned				<u>1288</u>	<u>879</u>	
Total Enplaned	1798	931	93%	23520	16094	46%

ORD-EAU	0	935		0	15530	
MSP-EAU	445	0		7484	0	
RSW-EAU	175	0		4779	0	
MCO-EAU	0	0		4533	0	
LAS-EAU	<u>1229</u>	<u>0</u>		4465	0	
CHARTERS Deplaned				<u>1288</u>	<u>879</u>	
Total Deplaned	1849	935	98%	22549	16409	37%

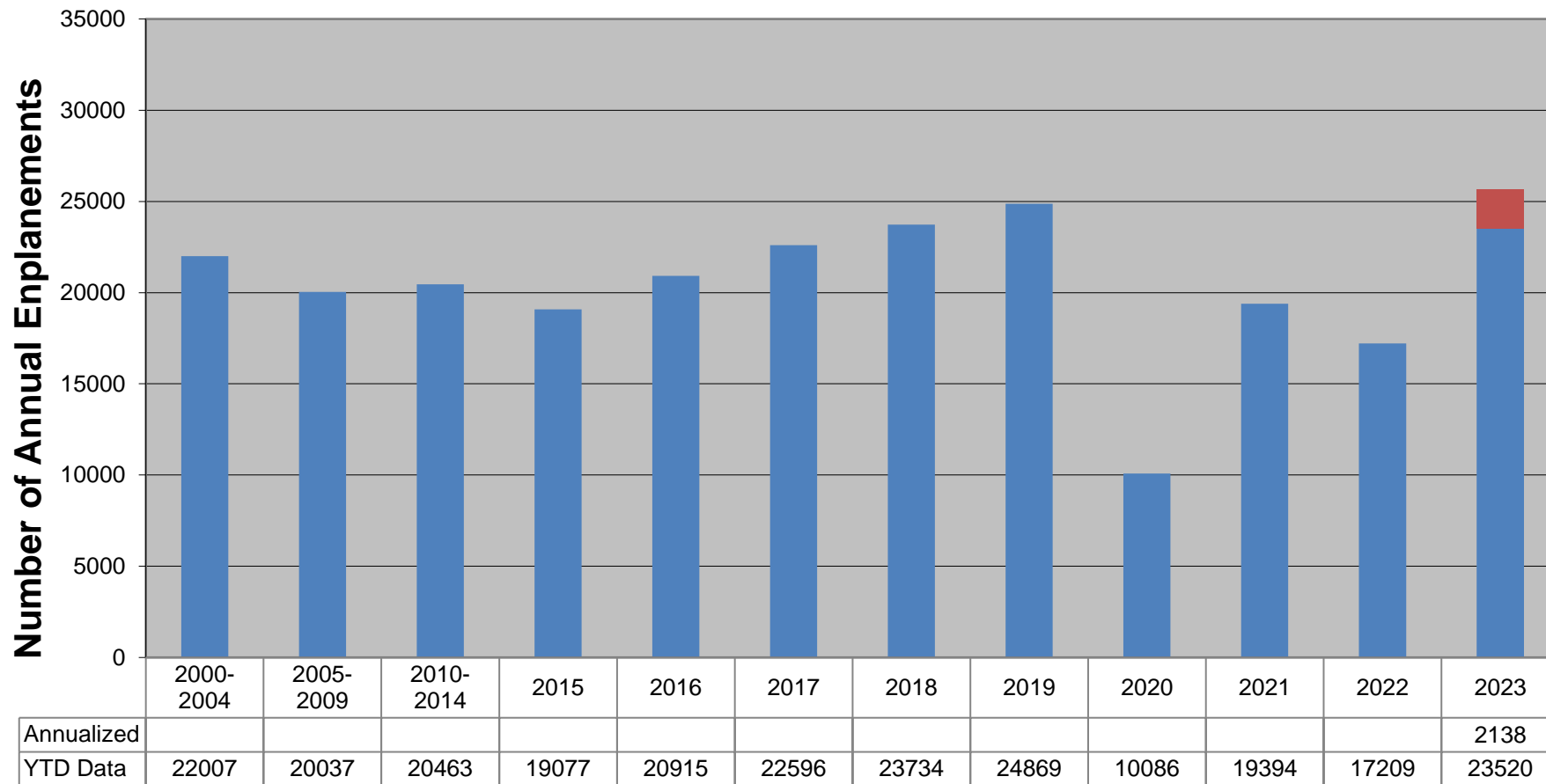
Total Enplaned/Deplaned	3647	1866	95%	46069	32503	42%
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AIRLINE PERFORMANCE	2023	2022		2023	2022	
Scheduled Flights/Landings	22	29	-24%	257	487	-47%
Canceled Flights						
Xnld for Wx	0	0		1	10	
Xnld for Mx	0	0		1	1	
<u>Xnld Other</u>	<u>0</u>	<u>0</u>		<u>2</u>	<u>2</u>	
Total	0	0	#DIV/0!	4	13	-69%
Total Landings	22	29	-24%	253	474	-47%
Total Inbound Seats	4092	1450	182%	47058	23700	

LANDLINE PASSENGERS

Leg O&D	Month	Total
EAU-MSP	Nov	
MSP-EAU	Nov	
TOTAL		0

Chippewa Valley Regional Airport Scheduled Air Carrier and Charter Enplanements



Years

Number of Cars Rented

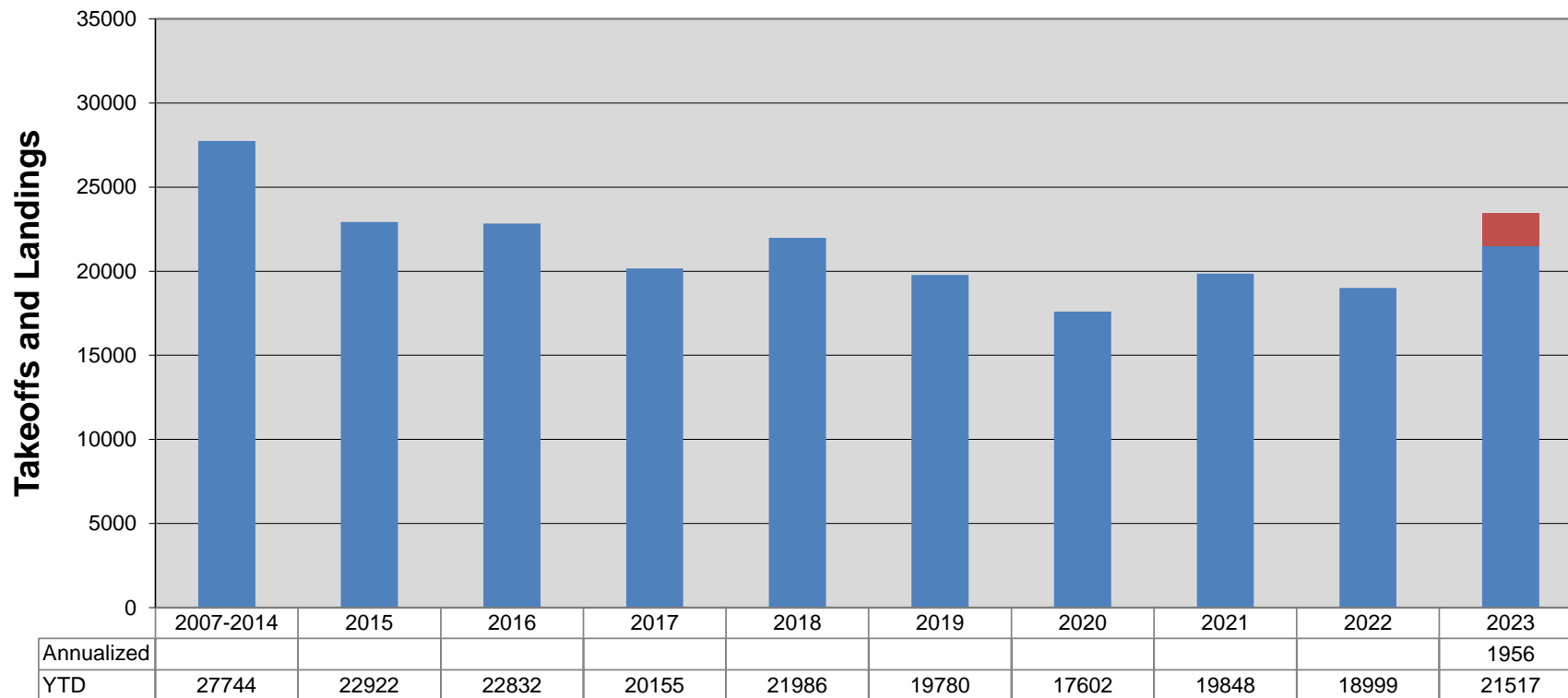
	<u>2023</u>	<u>2022</u>	23/22 % Diff.
January	379	366	4%
February	348	239	46%
March	486	455	7%
April	417	396	5%
May	492	504	-2%
June	566	503	13%
July	608	496	23%
August	647	519	25%
September	525	491	7%
October	533	481	11%
November	471	400	18%
December			
YTD	5472	4850	13%

Agenda Item 5b

Chippewa Valley Regional Airport
Air Traffic Operations Statistics
 November 2023

		Month		% Diff.	Year to date		% Diff.
		2023	2022		2023	2022	
Itinerant	Air Carrier	44	3	1367%	482	25	1828%
	Communter/ Air Taxi	173	153	13%	1541	1810	-15%
	GA	1204	870	38%	13171	12161	8%
Local	Military	31	23	35%	423	442	-4%
	GA	662	268	147%	5766	3606	60%
	Military	<u>4</u>	<u>4</u>	0%	<u>134</u>	<u>96</u>	40%
TOTAL		2118	1321	60%	21517	18140	19%

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

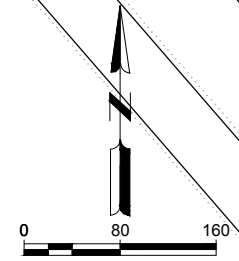
48. Aug 24 – Dream Flights @ Hawthorne
49. Aug 25 – Airport Improvement Magazine Interview
50. Aug 31 – FAA/BOA Tour
51. Sept 8 – South Hangar Area Construction Notification
52. Sept 11 – Airport Neighborhood Association Annual Meeting
53. Oct 2 – Airport Quarterly Newsletter
54. Oct 2 – Airport Magazine Interview
55. Oct 10 – Pilot Safety Email
56. Oct 13 – Tenant Snow Meeting
57. Oct 20 – Business View Magazine Interview
58. Nov 9 – United Way Event
59. Nov 14 – Junior Achievement Tour
60. Nov 16 – Master Plan Open House
61. Nov 29 – Leader Telegram Interview/SY Press Release

Upcoming Events

<u>Operational Area</u>	<u>Frequency</u>	<u>Next Review</u>	<u>Notes from Last Review and Areas for Improvement</u>
Air Terminal Leases and Maintenance	Annual	Dec-24	<p>FAA lease needs to be renewed.</p> <p>Restaurant lease extended through 2025.</p> <p>An RFP for car rental leases is on hold for now.</p> <p>Tiles on terminal exterior needs replacement.</p>
Restaurant			
TSA			
FAA			
Car Rentals			
Terminal Area			
Passenger Bridge			
Passenger Services			
Administrative Offices			
Advertising Revenue Sources		Agenda Item 7b	

CVRA December 2023 Operational Review
 Air Terminal Leases and Maintenance

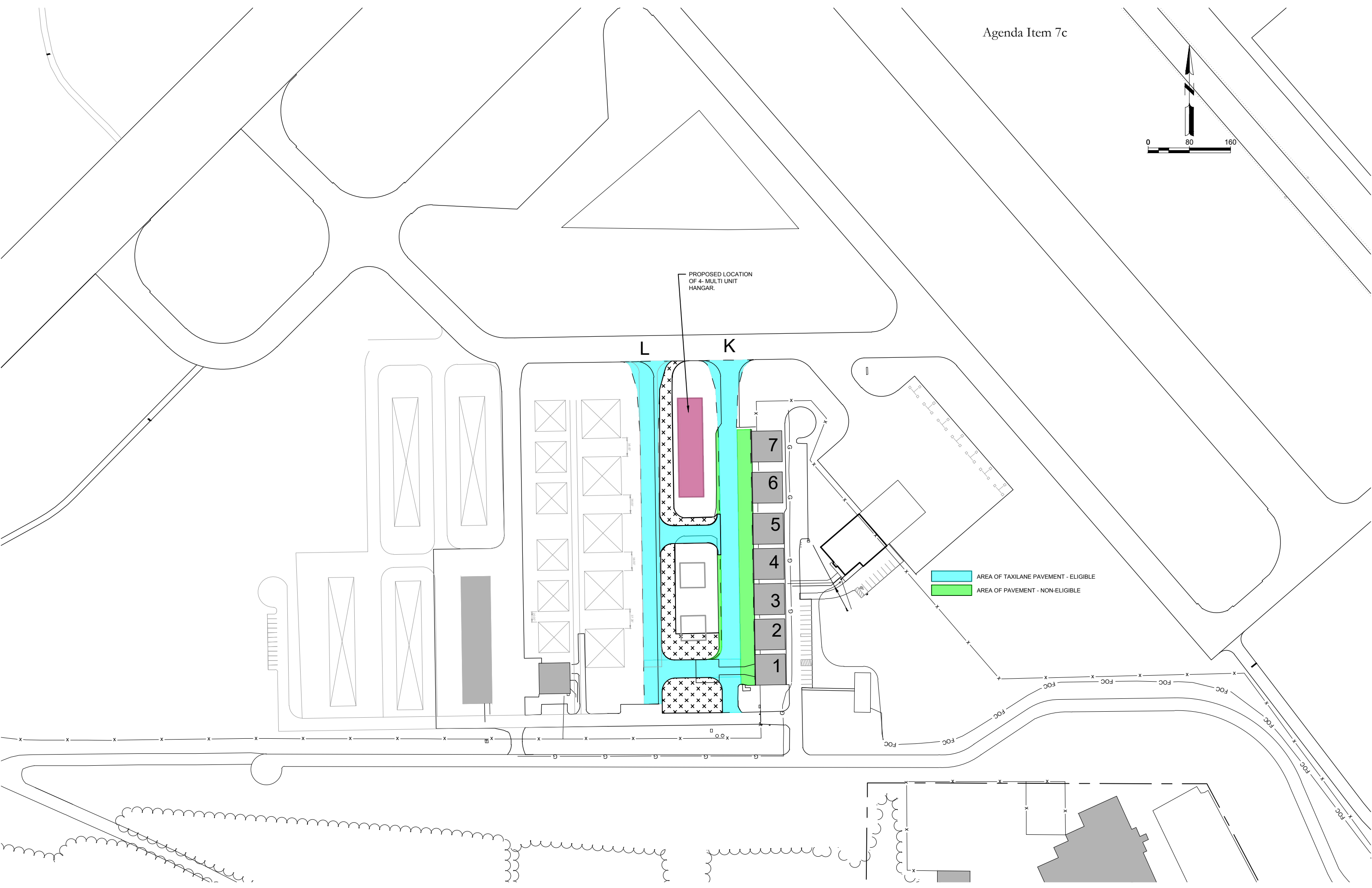
Facility	Term	2023	Maintenance and Utilities	Misc.
Restaurant	Expires December 31, 2025	\$2,250/mo.	<ul style="list-style-type: none"> - Restaurant maintains and replaces kitchen equipment. Restaurant pays for separately metered gas and electric for leased space and reimburses airport for water usage. Restaurant pays for trash services - Airport pays for heat/air and maintains public areas such as restrooms, parking lot, sidewalks, etc. 	<ul style="list-style-type: none"> - Lease includes vending. - Next lease renewal will likely require an RFP due to FAA regulations for concession agreements.
TSA	Expires September 30, 2028	\$34.75/sq.ft. (rent - \$25.91 OE - \$8.84)	- Airport pays for all utilities; cleans and maintains leased space; maintains public areas such as restrooms, parking lot, sidewalks, etc.	New TSA lease was approved in October 2023.
FAA	5 years Expired September 30, 2021	\$21/sq.ft.	- Airport pays for all utilities; maintains public areas such as restrooms, parking lot, sidewalks, etc.	FAA has finally responded to efforts to renew this lease. They are in final review on their end and this will hopefully be in front of the Commission for review in the next month or two.
Airline	Expires November 30, 2024	\$29.11/sq.ft.	<ul style="list-style-type: none"> - Airport pays for all utilities; cleans and maintains leased space; maintains public areas such as restrooms, parking lot, sidewalks, etc. - Use of passenger boarding bridge is included in the lease rate. 	- Sun Country also pays landing fees of \$1.53/1,000 MGLW.
Car Rentals	2 year Expires December 31, 2025	\$24.86/sq.ft. plus 10% of gross sales	- Airport pays for all utilities; cleans and maintains leased space; maintains public areas such as restrooms, parking lot, sidewalks, etc.	- Two year extension adding parking fees back into the agreement.
Mead & Hunt	Expires December 31, 2025	\$16.07/sq.ft.	- Airport pays for all utilities; cleans and maintains leased space; maintains public areas such as restrooms, parking lot, sidewalks, etc.	- Mead & Hunt relocated to smaller office space effective July 2020.
Advertising & Ground Service Agreements	Annual Contracts	Advertisers pay \$250-650 annually	Airport pays for electricity and all equipment needed for the advertising monitors; Airport also maintains advertisements on Airport website which was fully updated in 2020.	<ul style="list-style-type: none"> - A contract is required to do business at the airport which includes ground transportation companies picking up passengers. - 2023 = 15 advertisers/ground trans agreements
Terminal Area				<ul style="list-style-type: none"> - LED lighting replacement continues as time and money allows. - Lack of available replacement tiles will likely require replacement of the tile in the terminal main walkway in the next few years. - Terminal chillers and primary boiler are 12+ years old. - A contractor has been selected to replace the tiles on the columns at the terminal main entrance and car rental entrance and we are awaiting word from the contractor on the start to the project. - A new emergency exit door is being planned for the secured area. - The canopy on the passenger boarding bridge was replaced in 2023 and other maintenance work should be reviewed to extend the useful life of the bridge. - Possibly look at some energy efficiency improvements with BIL funds.
Admin Offices				Remodeled in 2015.



PROPOSED LOCATION
OF 4- MULTI UNIT
HANGAR.

L K

AREA OF TAXILANE PAVEMENT - ELIGIBLE
AREA OF PAVEMENT - NON-ELIGIBLE



Taxilane K and L Adjustment Comments

Agenda Item 7c

We are working on design plans to adjust taxilanes K and L next year to meet new FAA standards for distances between fixed objects. At the same time we are designing the project, we are also discussing plans for what to do with our hangar tenants during this paving project. I don't have a set plan to share right now, but please know we will do everything we can to minimize the disruption to our tenants. Stay tuned for more details on that.

As we work on the plan for the taxilane, our engineer has asked whether we need the center taxilane connector that is circled in red in the attached. By next year, we do plan to have Mayo relocated to a new hangar and the area at the far southern end of the taxilane can be used as a connector between taxilane K and L. The challenge with placing the center taxilane connector is that essentially becomes the determining factor for new hangar construction in the future L-row of hangars which will be across from the K-row. If it's not necessary, we wouldn't want to limit our options for future hangar development in the L-row.

I'm interested in your thoughts on whether that center taxilane connector circled in red in the attached is needed if there will be a connector option on the south side of the taxilane. Please let me know your thoughts when you have a chance.

K7 Tenant

That connector has been useful in getting around other traffic in K row. If additional hangers will be facing K row, it would be even more helpful. If however the taxiway in front of K row is wide enough to get around others (within reason), I would say the connector is not needed as much.

I do appreciate the feedback and did want to follow up on a couple of things for your awareness. Our current plan is that the doors in the L Row will be West facing so shouldn't be much in terms of impact for the K-row hangars. Give your current location in the K-row I'm assuming you are referring to other aircraft using the connector to get around your aircraft? Is there anyway you could speculate/guesstimate for me how frequently there is someone else trying to taxi out of the K-row at the same time as you may be pulling your aircraft in or out? Or keep an eye on that for the next couple months and report back on how frequently it happens? Weekly, monthly, etc.?

K7 Tenant

Probably the most is two or three times a month in the busy season. Much less when things slow down. It's a handy item to have, but not an absolute necessity. Yes it has been used to get around me when I am working on changing airplanes around.

K5 Tenant

I like that connector and use it. It's directly in front of our hangar and is nice to use if there are other planes in the way without needing to tow the plane all the way to one end. All else equal, I'd prefer it is left there.

EQUIPMENT SPACE LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
COUNTY OF EAU CLAIRE, WISCONSIN

FAA CONTRACT NO: 697DCM-24-L-00040
ATID/FACILITY TYPE: EAU/SSC Equipment Space
LOCATION: Eau Claire, Wisconsin

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between County of Eau Claire, Wisconsin, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.
2. **Definitions (09/2021) 6.1.1**-For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds DTFACN-16-L-00098 and all other previous agreements between the parties for the property described in this document.
4. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:
5. **Leased Space Description (07/2022) 6.1.4** The Lessor hereby leases to the Government the following described premises;

Approximately 640 square feet (Rooms 40,41, and 44) of FAA equipment space located at the

Chippewa Valley Regional Airport Terminal building with an address of 3800 Starr Avenue, Eau Claire, Wisconsin.

As shown on floor plan, marked as Exhibit A, which is attached hereto and made a part hereof.

The Lessor shall provide two (2) off-street parking spaces at no additional cost to the Government. With respect to compliant accessible parking spaces, see the “Accessibility” clause.

6. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA’s activities in support of the National Airspace System (NAS).
7. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
8. **Term (09/2021) 6.2.3** To have and to hold, for the term commencing on October 1, 2021 and continuing through September 30, 2028 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.
9. **Consideration (07/2023) 6.2.**
A. Effective October 1, 2023, the Government shall pay annual rent for the premises, payable in monthly installments in arrears, at the following rate(s)(monthly installments may vary based on rounding):

Year	Base Rent Per SF	Operating Costs Per SF	Annual Base Rent	Annual Operating	Total Annual Rent	Monthly Installments
1	\$25.91	\$4.42	\$16,582.40	\$2,828.80	\$19,411.20	\$1,617.60
2	\$25.91	\$4.55	\$16,582.40	\$2,912.00	\$19,494.40	\$1,624.53
3	\$25.91	\$4.69	\$16,582.40	\$3,001.60	\$19,584.00	\$1,632.00
4	\$25.91	\$4.83	\$16,582.40	\$3,091.20	\$19,673.60	\$1,639.47
5	\$25.91	\$4.98	\$16,582.40	\$3,197.20	\$19,779.60	\$1,648.30

B. Payments shall be made in arrears without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the “Payment by Electronic Funds Transfer” clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made.

C. Payments shall be made in full to: County of Eau Claire

D. The parties acknowledge that the Government has paid rent for the premises under prior Lease No. DTFACN-16-L-00098 in the total amount of \$26,880.00 for the time period from October 1, 2021 to September 30, 2023 while in holdover status.

10. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.
11. **Excuse (09/2021) 6.2.5-3**
- A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.
- B. Permissible causes for excuse are:
- i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
 - ii. acts of the public enemy,
 - iii. acts of the Government in either its sovereign or contractual capacity,
 - iv. pandemic, epidemic, or quarantine restrictions,
 - v. strikes, and
 - vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.
- C. Excuse will not be granted when:
- i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
 - ii. the conditions of the property prevent performance;
 - iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
 - iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.
- D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.
12. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.
13. **Holdover (07/2023) 6.2.12** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.
14. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if

they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

- A. **Officials Not To Benefit (09/2021) 6.3.0-2**
- B. **Assignment of Claims (09/2021) 6.3.0-3**
- C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
- D. **Contingent Fees (09/2021) 6.3.0-5**

15. Funding Responsibility for FAA Facilities (09/2021) 6.3.6 The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

16. Changes (07/2023) 6.3.8

- A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:
 - i. Work or services;
 - ii. Facilities or space layout;
 - iii. Amount of space/land;
 - iv. Any other change made within the scope of this lease
- B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:
 - i. An equitable adjustment in the rental rate;
 - ii. A lump sum equitable adjustment;
 - iii. An equitable adjustment of the annual operating costs per rentable square foot; or
 - iv. An adjustment to the delivery date.
- C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment.
- D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.
- E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

17. Failure in Performance (09/2021) 6.3.16 In the event the Contractor fails to perform a service, provide an item, or satisfy a requirement under this Contract, the Government may:

- A. perform the service, provide the item, or satisfy the requirement itself, and abate the rent by its actual costs (including administrative costs) incurred in doing so,
- B. not correct the Contractor's performance and abate the rent by an amount reasonably calculated to approximate the decreased value of the Contract arising from the Contractor's failure to perform, or
- C. pursue termination of the contract under the "Termination" clause(s) in this Contract.

18. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
19. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.
20. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
21. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor and no further rental will be due. The Government shall have no duty to pay rent while the premises are unoccupied.
22. **Delivery and Condition (09/2021) 6.3.27** Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit by the agreed upon occupancy date. The Government reserves the right to determine when the space is ready to occupy, and to assess damages in the event the occupancy date is not met.
23. **Interference (09/2021) 6.3.28** In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.
If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.
Notification under this clause must include the following information, if known:
- A. type of interference,
 - B. the commencement date of the interference, and
 - C. the root cause of the interference.

- 24. Alterations (09/2021) 6.3.29** The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.
- 25. Hold Harmless (09/2021) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 2671, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
- 26. Compliance with Applicable Laws (09/2021) 6.3.31** The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.
The Government will comply with all federal, state, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.
- 27. Examination of Records (09/2021) 6.3.32** The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative of either shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.
- 28. Subordination, Nondisturbance and Attornment (09/2021) 6.3.33**
A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this

contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

29. Change of Ownership/Novation (07/2023) 6.3.34-1

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor shall notify the Government within five days of the transfer of title/change of name.

B. The Government and the Lessor must execute a Supplemental Agreement acknowledging the transfer of title or name change.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Supplemental Agreement.

D. The RECO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer.

E. If the RECO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent

commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of “All Awards”, and complete all required representations and certifications within SAM and the “Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment” in this contract.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Supplemental Agreement incorporating the Novation Agreement. The Supplemental Agreement will not be issued until the Government has received all information reasonably required by the RECO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in subparagraph F.

30. **Sublease (09/2021) 6.3.35** The Government reserves the right to sublease the space covered under this Lease to another agency or private party. In subleasing this space to another party, the Government is not relieved from its responsibilities under the terms of this Lease unless otherwise agreed upon with the Lessor. Any sublease will be approved in writing in advance by the Lessor, approval will not be unreasonably withheld.
31. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
32. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
33. **Inspection of Leased Premises (09/2021) 6.3.38** To ensure a safe and healthy work environment for government employees, agents, and assigns, and to ensure the Contractor's performance under this contract, the Government at all times and places during the term of the contract has the right to:
- A. inspect the leased premises and all other areas of the building to which access is necessary,
 - B. test all performance requirements under the contract, and
 - C. perform any necessary sampling and evaluation to ensure contract compliance.
- If inspection reveals a contractual non-conformance, then the Government may require the Contractor to perform in accordance with the contract requirements at no increase in contract amount or the Government, in its sole discretion, may perform the work itself in accordance with the “Failure in Performance” clause of this Contract.

The presence or absence of a government inspection does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the contract without the RECO's written authorization.

34. Contract Disputes (09/2021) 6.3.39

A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

C. Contract disputes are to be in writing and shall contain:

i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

ii. The contract number and the name of the Contracting Officer;

iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

iv. All information establishing that the contract dispute was timely filed;

v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and

vi. The signature of a duly authorized representative of the initiating party

D. Contract disputes shall be filed at the following address:

i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW

Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; or

ii. Other address as specified in 14 CFR Part 17.

- E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.
- F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.
- G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.
- H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.
- I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.
- J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at <http://www.faa.gov>.

35. Organizational Conflict of Interest (01/2023) 6.3.47

A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this

contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

36. System for Award Management - Real Property (SAM Waiver) (09/2021) 6.4.1 The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

37. Payment by Electronic Funds Transfer (09/2021) 6.4.2 All payments by the Government under this Contract will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

38. **Work Performance (09/2021) 6.5.**All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the RECO. The RECO retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated unacceptable performance in connection with work carried out in conjunction with this Lease. In the event of such rejection, the Lessor shall offer substitute/replacement workers, subject to the approval of the RECO.
39. **Doors (09/2021) 6.6.1** Exterior doors must be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Lessor must furnish the Government at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors must conform to NFPA Standard No. 80. As designated by the Government, doors must be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. Locks, locking arrangements and latches must be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.
40. **Display Advertising (09/2021) 6.6.7**If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.
41. **Erection of Signs (07/2022) 6.6.8** The Government has the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility or to post Government policies, rules, and regulations. Signs so erected will remain the property of the Government and will be removed from the premises upon termination of the lease.
42. **Seismic Safety for Equipment (09/2021) 6.6.12** All Lessor-installed equipment, either Government provided or Lessor provided, shall be installed in strict accordance with the latest available edition of the International Building Code (IBC) at the time of execution of this contract and the DOT Specification FAA-G-2100H to ensure proper anchoring to protect personnel during a seismic event.
43. **Services, Utilities, and Maintenance of Premises (10/2022) 6.7.1-1** The Lessor will maintain the demised premises, including but not limited to, the building grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in a good, clean and tenantable condition. Utility and maintenance services supplied to space that houses technical equipment will be supplied 24 hours per day, seven days per week.

The Government has unlimited access to the leased premises 24 hours per day, seven days per week, including, as applicable, the access to and use of electrical services, toilets, and lights at no additional cost. Such access allows the Government to service Government-owned technical

equipment, or to perform other mission-critical related duties, as it determines necessary in its sole and absolute discretion. The Government has the right to use appurtenant areas and facilities for essential duties.

In addition to such other services as are set forth elsewhere in this Contract, the Lessor will provide the following:

- A. Electricity
- B. Initial and replacement lamps, tubes and ballasts
- C. HVAC 70 – 74 degrees Fahrenheit
- D. Exterior and interior door locks and hardware – designed to accept 7-pin removable cores supplied by the Government

44. **Fall Protection (09/2021) 6.8.4** The Contractor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Policy, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.

45. **Environmental and Occupational Safety and Health (EOSH) Requirements (09/2021) 6.8.5**The Contractor must provide space, services, equipment, and conditions that comply with the following EOSH standards:

- A. 29 CFR 1910, Occupational Safety and Health Administration (OSHA) Standards (General Industry)
- B. 29 CFR 1926, Safety and Health Standards (Construction)
- C. National Fire Protection Association (NFPA) 101, Life Safety Code
- D. FAA Order 3900.19, FAA Occupational and Health Policy
- E. FAA Standard HF-STD-001, Human Factors Design Standard
- F. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace
- G. Local and state EOSH regulations
- H. Local and state fire codes and building codes.

Federal, state and local EOSH (OSHA and EPA) standards and building codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the premises. Additionally, whenever FAA standards require work processes or precautions to be provided, the Contractor will coordinate with the FAA before and during the work so that the proper requirements are met.

Any equipment designed, installed, or used that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, American National Standards Institute (ANSI) Standard Z535.4, Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

46. **Warranty of Space (09/2021) 6.8.13**The contractor warrants that all space leased to the Government under this contract complies with federal, state, and local regulations. The space is not

limited to that set forth in this contract, but also includes space above suspended ceilings in the leased space, air plenums elsewhere in the building that service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces in the same ventilation zone as the leased space, and public spaces and common use spaces (e.g., lobbies, hallways).

47. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal

Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

48. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it _____ **does**, _____ **does not provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ **does**, _____ **does not use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

- 49. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2** NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award

Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it does, does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-

If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or

wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.
(4) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(

50. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:
County of Eau Claire
Attn: Airport Director
3800 Starr Avenue
Eau Claire, WI 54703

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, TX 76111

51. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

COUNTY OF EAU CLAIRE

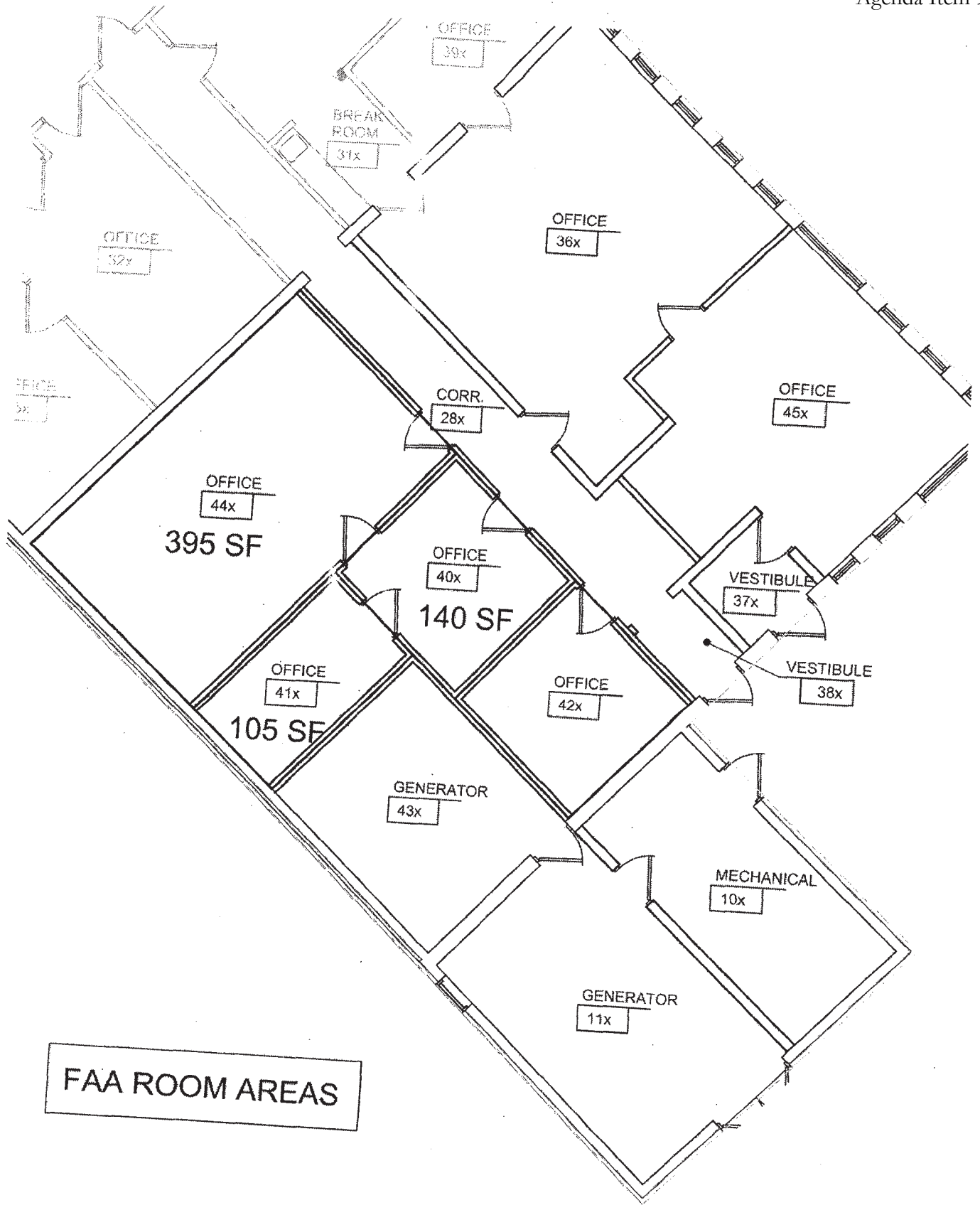
By: _____
Print Name: _____
Title: _____
Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____
Print Name: _____
Title: Real Estate Contracting Officer
Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	Exhibit A – Floor Plan		1
2	Certificate of Authorization		1



2024 DRAFT BUDGET

<u>DESCRIPTION</u>	<u>2024</u>
<u>TRADITIONAL</u>	
TV/Weather Sponsorships (local) - Sponsored spots only or reuse CTV spot	\$3,000.00
Radio/Broadcast (Promotions only/Trade/Limited Exposure)	\$3,500.00
Newspaper/Magazines/Print (trade)	\$0.00
Out of Home/Billboards/Transit Advertising	\$0.00
TRADITIONAL	\$6,500.00
<u>ONLINE/NON-TRADITIONAL</u>	
Digital Video (Connected TV/OTT)	\$15,000.00
Targeted Digital (Display) -- Intent Travelers	\$5,000.00
Paid Social Media (Facebook)	\$9,000.00
Search (SEM)	\$2,900.00
Site re-messaging	\$2,200.00
Social (Native) Display	\$4,200.00
ONLINE/NON-TRADITIONAL	\$38,300.00
<u>COMMUNITY AND CORPORATE OUTREACH</u>	
Airport Outreach Event	\$500.00
OUTREACH	\$500.00
<u>OTHER MARKETING COMPONENTS</u>	
Updated Creative (graphic design and new CTV video)	\$6,000.00
Marketing Assistance (consultants-estimate)	\$5,000.00
Promotional Collateral / Print Items	\$500.00
Promotions/Survey Rewards	\$1,500.00
Mics/Other Items	\$1,700.00
OTHER MARKETING COMPONENTS	\$14,700.00
TOTAL MARKETING AND ADVERTISING	\$60,000.00