AGENDA Chippewa Valley Regional Airport Commission Friday, October 16, 2015, 7:30 a.m. Duax Commission Room 3800 Starr Avenue, Eau Claire, WI

- 1. Call To Order
- 2. Confirmation of Meeting Notice
- 3. Roll Call Voice
- 4. Approval of Minutesa. September 17, 2015 Regular Commission Meeting

5. CVRA Finance and Activity Reports

- a. Expense Vouchers and Financial Report
 1. Discussion/Action
- b. Key Indicators:
 - Airline 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

- Small Community Air Service Grant Update
- Eau Claire Chamber Business Expo
- Update on Status of Car Rental RFP and Lease Agreements
- FAA Certification Inspection
- 1. Discussion/Action

b. Airport Strategic Plan Update/Review

1. Discussion/Action

c. Project Summary – Mead & Hunt

- AIP 37 ALP Update
- Taxiway C Reconstruction
- T-Hangar Construction
- South Hangar Area Taxilane Design
- Tower Equipment Replacement
 - 1. Discussion/Action

- 8. Previous Business:
 - a. Proposed Closed Session pursuant to Wisconsin Stats. 19.85 (1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons exist. *To wit: Consultant Recommendation on Next Steps for Airport Development*
 - 1. Discussion/Action
- 9. New Business:
 - a. Approval of Successor Airline Terminal Lease Agreement with SkyWest Airlines
 - 1. Discussion/Action
 - b. Jim Olson Land Lease Request 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 or other auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 839-4710, (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 Thursday, September 17, 2015, 7:30am Duax Commission Room 3800 Starr Avenue, Eau Claire, WI

MEMBERS PRESENT: Commissioners Rick Bowe, Scott Francis, David Frederikson, Bill Hilgedick, Chuck Hull, and John Manydeeds MEMBERS ABSENT: Barry Wells OTHERS PRESENT: Charity Speich-Airport Director, Todd Norrell-Maintenance Supervisor and Erin Wall-Administrative Associate

- 1. Call to Order: Chair Rick Bowe called the meeting to order at 7:31 am.
- 2. Confirmation of Meeting Notice: The meeting was noticed.
- 3. Roll Call: Commissioners Rick Bowe, Scott Francis, David Frederikson, Bill Hilgedick, Chuck Hull, and John Manydeeds were present

4. Approval of Minutes

 August 21, 2015 Regular Commission Meeting: On a motion by Com. Manydeeds, seconded by Com. Frederikson, the minutes of the August 21, 2015 meeting were approved as submitted. (Ayes 6-Nayes 0)

5. CVRA Finance and Activity Reports

a. Expense Vouchers and Financial Report

- The Bartingale invoice is for adding the glycol which is the final component to replacing the boiler piping from earlier this year. The glycol was part of the original estimate.
- The Sixel invoice will be reimbursed by the DOT grant.
- The SKIDATA invoice is for the annual maintenance contract on the parking system. This was previously handled with Harstad Controls but Harstad was acquired by SKIDATA in the last year.

On a motion by Com. Frederikson, seconded by Com. Manydeeds, the expense vouchers were approved as submitted.

(Ayes 6-Nayes 0)

- b. Key Indicators
 - Airline Operations

Airline operations are down for the month and down for the year. The early morning departure returned on September 2nd so the Airport Director is optimistic passenger travel will increase.

• Tower Operations

Tower operations are up 14% for the month and up 2% for the year.

c. Hangar Occupancy

There is one T-Hangar available for rent. All box hangars are currently rented. There is a waiting list of six individuals for south facing hangers.

6. Public Comment Period: No comment.

7. Operational Matters

a. Airport Operations Report

- Hangar Construction: The Airport Director discussed the new Menards Hangar and revised lease that combined two older leases and multiple addenda into one document. That project is moving forward and they broke ground this week. Hawthorne is continuing work towards their new hangar construction and has enlisted the same builder as Menards (Heartland Construction) to do the work.
- Eau Claire Chamber Business Expo: The Airport Director notified the commission of the event scheduled for October 20th and indicated available times they could volunteer to participate at the Airport booth.
- Restaurant Update: The Airport Manager advised that we had participated in an email blast campaign with the WI Restaurant Association that resulted in one interested party. We have also directly emailed restaurant members of the Eau Claire, Chippewa Falls and Menomonie Chambers of Commerce.

b. Airport Strategic Plan Update/Operational Review

There were no comments about the Strategic Plan.

The Operational Review for September is for the FBO Lease and Maintenance. It includes the breakdown of the leases and maintenance for the facilities. No change to the leases was recommended by the Commission.

c. Project Summary

The Airport Director noted that work continues on the ALP update. The Twy C reconstruction project is still waiting for the grant approval which the Airport Director has been told should still be coming soon. Mead and Hunt is planning to present site plans and drawings for the T-hangar construction and the South Hangar Area Taxilane Design at the October Commission meeting. The Tower Equipment Replacement has Mead & Hunt working towards negotiating a design and construction administration contract with the Bureau of Aeronautics.

8. Previous Business

a. Proposed Closed Session pursuant to Wisconsin Stats. 19.85 (1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons exist. *To wit: Consideration of Airport Development Committee Recommendation for Niche Clusters*

On a motion by Com. Manydeeds, seconded by Com. Hilgedick, the Commission entered into closed session at 7:42am on the following Roll Call Vote - Ayes: Com. Bowe, Francis, Frederikson, Hilgedick, Hull, and Manydeeds Nayes: None.

The Commission reconvened in open session at 7:58am.

Commissioners reported in open session that they approved the Airport Development Committee's Recommendation for the Niche Clusters.

9. New Business: None

10. **Discuss Future Agenda Items:** Hangar and consulting information on the marketing grant.

11. Set Future Meeting Dates and Times:

The next Commission Meeting is scheduled for Friday, October 16th, 2015 at 7:30am.

12. Adjournment:

On a motion by Com. Manydeeds, seconded by Com. Frederikson, the meeting was adjourned at 8:01 a.m. (Ayes 6-Nayes 0)

Respectfully Submitted,

Bill Hilgedick, Secretary

September vouchers for approval October 16, 2015

Advance Printing	Ad in Chippewa County Guide 2016	53610-327	649.00
Baker Tilly Virchow Krause, LLP		53610-213	1,865.00
Bartingale	Preventative Maintenance on boilers in K1-K5 Hangars	53610-248	879.00
Entrance Technologies	Tech troubleshooting/repair of Hawthorne Ramp Door	53610-248	206.00
Explorer Solutions	Phase I Airport Devel Contract, 4th installment FINAL	53610-200	13,750.00
Freedom Flag	Purchase of 2 flags	53610-246	128.00
G&K Services	Uniforms	53610-137	105.19
G&K Services	Bags & Towels	53610-298	16.00
Genesis Lamp	Airfield and windsock lights	53610-246	269.73
Gold Cross Answering	35 calls/2 emails	53610-225	42.81
Heartland Aviation	Airport portion for hosting; WI Flying Hamburger Social	53610-327	250.00
Houck Transit	September Bus Advertising	53610-327	125.00
Lake Superior College	Aircraft Rescue and Firefighting (ARFF) Training, Wilbur Ramey	53610-340	1,495.00
Lamar Companies	Digital/Vinyl Billboard ads in Eau Claire, Chetek, Thorp & Rice Lake	53610-327-001	3,658.00
Mead & Hunt	Professional services EAU CVRA 10-unit T-hangar, August	53610-820	3,693.27
Mid-West Family Broadcasting	WIAL Advertising, 12 ads	53610-327-001	310.00
O'Reilly	Gear lube for hangars, air & hyd filters for terminal generator	53610-248	49.21
O'Reilly	Air & hyd filters for toolcat	53610-241	21.48
O'Reilly	Fuel/water and oil filter for Tower Generator	53615-248	35.90
Rhinelander/Oneida Cty Airport	2015 Wildlife Training, Robert Weiss	53610-340	136.00
Simplex Grinnell	Fire alarm test and inspection in Terminal	53610-248	710.88
Simplex Grinnell	Fire alarm test and inspection in Tower	53615-248	1,221.34
Simply Automation	Camera installation & license for PCI compliance terminal camera	53610-810	869.00
Sixel	Monthly retainer SCASD; Oct., Phase 1 Media, Corp Mtgs	53610-327-001	9,047.38
Sixel	WI Rest Assoc Email Blast	53610-327	100.00
Southside Tire	Tire repair on John Deere Tractor	53610-241	257.69
Staples	Office supplies: Paper, post its, white out, cleaning wipes, etc	53610-310	51.26
Viking Electric	Light bulbs for ramp lights	53610-246	344.09
WAHF WI Aviation Hall of Fame	WAHF Sponsorship for Darrel Gibson Hall of Fame Induction	53610-327	300.00
WEAU	TV ads, 4 spots September	53610-327-001	480.00
WQOW	TV ads, 3 spots September	53610-327-001	450.00
		TOTAL	\$41,516.23

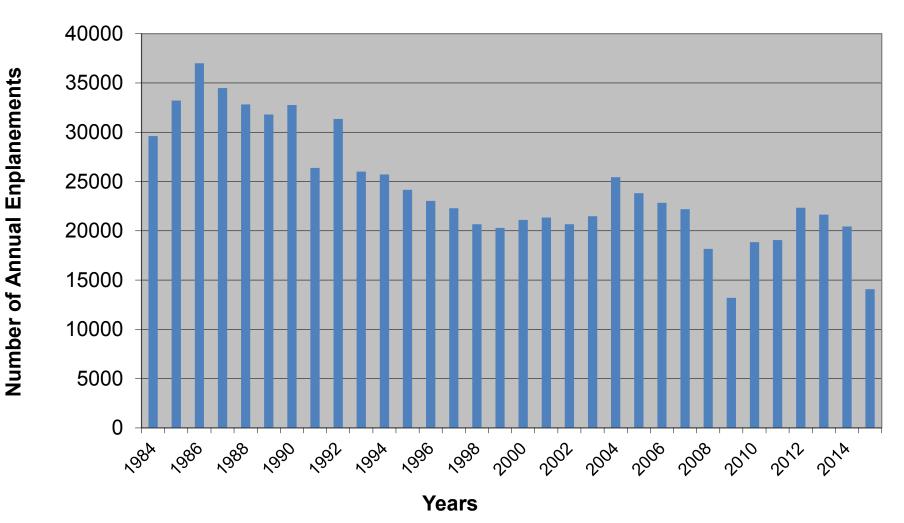
	JDGET COMPARISON Estima	ted September 2	015			
#	Item	12 Month Budget 2015	Budget YTD Allocated	Actual as of 9/30/15 (75%)	Variance YTD	Balance Remaining Fo Year
ncome			75.00%			
	Contrib From Eau Claire Cty	\$391,167	\$293,375.25	\$293,375.25	\$0.00	\$97,791.7
	Contrib From Chippewa Cty	\$127,704	\$95,778.00	\$127,704.00	\$31,926.00	\$0.0
Sud-lotai	Tax Revenue	\$518,871	\$389,153.25	\$421,079.25	\$31,926.00	\$97,791.7
16340-57 ⁻	1 Advertising	\$5,000	\$3,750.00	\$4,767.82	\$1,017.82	\$232.1
6340-572	2 Air Terminal	\$108,724	\$81,543.00	\$89,513.48	\$7,970.48	\$19,210.5
6340-57	3 FAA	\$12,160	\$9,119.97	\$9,119.97	\$0.00	\$3,039.9
16340-574	-	\$128,839	\$96,629.25	\$99,799.08	\$3,169.83	\$29,039.9
	5 Fuel Flowage	\$107,500	\$80,625.00	\$102,521.28	\$21,896.28	\$4,978.7
	6 Hangars	\$133,436	\$100,077.00	\$100,771.46	\$694.46	\$32,664.5
	7 Landing 8 Parking	\$44,700 \$155,000	\$33,525.00 \$116,250.00	\$34,849.32 \$98,862.33	\$1,324.32 (\$17,387.67)	\$9,850.6 \$56,137.6
	9 Rental Cars	\$90,000	\$67,500.00	\$65,591.49	(\$1,908.51)	\$24,408.5
	Restaurant	\$22,360	\$16,770.00	\$0.00	(\$16,770.00)	\$22,360.0
6340-58	1 Tie Downs	\$144	\$108.00	\$162.00	\$54.00	(\$18.0
	3 Utility Revs	\$7,000	\$5,250.00	\$5,386.47	\$136.47	\$1,613.5
	4 Land Lease Revs	\$27,000	\$20,250.00	\$25,307.15	\$5,057.15	\$1,692.8
6340-58	6 Vehicle Fuel Reimbursement	\$25,000	\$18,750.00	<u>\$9,333.78</u>	(\$9,416.22)	\$15,666.2
Sub-Tota	I Operating Revenue	\$866,863	\$650,147.22	\$645,985.63	(\$4,161.59)	\$220,877.3
Sub-Tota	I Taxes and Operating Rev.	\$1,385,734	\$1,039,300.47	\$1,067,064.88	\$27,764.41	\$318,669.0
6240 60	1 Other Revenue	\$5,000	\$3,750.00	\$20,987.87	\$17,237.87	(\$15,987.8
6340-60		\$5,000	\$67,496.25	\$52,611.28	(\$14,884.97)	\$37,383.7
	5 Airline Recruit Reimb	\$0 \$0	\$0.00	\$0.00	\$0.00	\$0.0
	5 Insurance Refunds	\$0	\$0.00	\$0.00	\$0.00	\$0.0
	Airport Grants	\$150,000	\$112,500.00	\$20,082.28	(\$92,417.72)	\$129,917.7
	Transfer Fr. Gen'l Fund	\$0	\$0.00	\$0.00	\$0.00	\$0.0
	Airport/ N/L Funds Applied	\$366,252	<u>\$274,689.00</u>	<u>\$0.00</u>	(\$274,689.00)	\$366,252.0
Sub-Tota	I Other Revenue	\$611,247	\$458,435.25	\$93,681.43	(\$364,753.82)	\$517,565.5
FOTAL I	NCOME	\$1,996,981	\$1,497,735.72	\$1,160,746.31	(\$336,989.41)	\$836,234.6
Expenses						
	Salary Perm-Regular	\$308,206	\$231,154.50	\$211,380.89	(\$19,773.61)	\$96,825.1
-112	2 Salary Perm-OT	\$17,000	\$12,750.00	\$4,250.51	(\$8,499.49)	\$12,749.4
-120	Health Ins Incentive	\$600	\$450.00	\$900.00	\$450.00	(\$300.0
	Salary Temp Regular	\$0	\$0.00	\$0.00	\$0.00	\$0.0
	PTO-ELB-Lump Sum Payout	\$0	\$0.00	\$0.00	\$0.00	\$0.0
	7 Clothing Allowance	\$2,200	\$1,650.00	\$1,199.30	(\$450.70)	\$1,000.7
	Board & Comm Per Diem Cnty Brd & Comm Mile	\$4,500 \$800	\$3,375.00 \$600.00	\$2,300.00 \$380.97	<u>(\$1,075.00)</u> (\$219.03)	\$2,200.0 \$419.0
	Social Security	\$24,878	\$18,658.50	\$15,971.62	(\$2,686.88)	\$8,906.3
	2 Retirement Emplr Share	\$22,114	\$16,585.50	\$13,374.26	(\$3,211.24)	\$8,739.7
	Hos & Health Ins	\$73,065	\$54,798.75	\$49,978.76	(\$4,819.99)	\$23,086.2
	5 Life Insurance	\$140	\$105.00	\$53.93	(\$51.07)	\$86.0
	Unemployment Comp	\$0	\$0.00	\$0.00	\$0.00	\$0.0
	Contract Svcs	\$0	\$0.00	\$55,000.00	\$55,000.00	(\$55,000.0
	2 Attorney Fees 3 Accounting & Audit	\$7,000 \$3,500	\$5,250.00 \$2,625.00	\$2,874.50 \$2,200.00	<u>(\$2,375.50)</u> (\$425.00)	\$4,125.5 \$1,300.0
	Water & Sewer	\$56,650	\$42,487.50	\$23,369.00	(\$19,118.50)	\$33,281.0
	2 Electric	\$85,862	\$64,396.50	\$54,031.75	(\$10,364.75)	\$31,830.2
-224	Gas & Fuel Oil	\$41,200	\$30,900.00	\$19,460.77	(\$11,439.23)	\$21,739.2
-225	5 Telephone & Telegraph	\$4,000	\$3,000.00	\$2,539.99	(\$460.01)	\$1,460.0
	7 Dataline/Internet	\$1,000	\$750.00	\$500.00	(\$250.00)	\$500.0
	Motor Vehicle Maint	\$12,000	\$9,000.00	\$3,282.37	(\$5,717.63)	\$8,717.6
	Grounds Maint	\$35,175	\$26,381.25	\$22,589.48	(\$3,791.77)	\$12,585.5
	Building Maint	\$25,000 \$500	\$18,750.00 \$375.00	\$22,321.50 \$0.00	\$3,571.50 (\$375.00)	\$2,678.5 \$500.0
	Refuse Collection	\$1,024	\$768.00	\$0.00	\$294.60	\$500.0 (\$38.6
	3 Laundry Services	\$115	\$86.25	\$126.00	\$39.75	(\$11.0
	Sundry Contract Services	\$0	\$0.00	\$0.00	\$0.00	\$0.0
	Office Supplies	\$500	\$375.00	\$730.50	\$355.50	(\$230.5
	Postage and Box Rent		\$450.00	\$467.90		

#	ltem	12 Month Budget 2015	Budget YTD Allocated	Actual as of 9/30/15 (75%)	Variance YTD	Balance Remaining For Year
-313	Printing & Dup	\$600	\$450.00	\$326.30	(\$123.70)	\$273.70
	Ref Materials	\$500	\$375.00	\$241.00	(\$134.00)	\$259.00
-321	Publish Legal Notices	\$200	\$150.00	\$0.00	(\$150.00)	\$200.00
-324	Membership Dues	\$4,000	\$3,000.00	\$3,155.70	\$155.70	\$844.30
-327	Marketing	\$35,000	\$26,250.00	\$24,672.53	(\$1,577.47)	\$10,327.47
-327-001	Marketing Grant Expense	\$150,000	\$112,500.00	\$39,685.67	(\$72,814.33)	\$110,314.33
-328	Airline Recruitment	\$20,000	\$15,000.00	\$8,279.01	(\$6,720.99)	\$11,720.99
-330	Travel Regular	\$0	\$0.00	\$0.00	\$0.00	\$0.00
-340	Travel-Train & Conf	\$9,500	\$7,125.00	\$6,886.98	(\$238.02)	\$2,613.02
-366	Fire fight supplies	\$4,500	\$3,375.00	\$0.00	(\$3,375.00)	\$4,500.00
-377	Vehicle Fuel	\$60,000	\$45,000.00	\$17,118.07	(\$27,881.93)	\$42,881.93
	Insurance	\$36,000	\$27,000.00	\$10,028.76	(\$16,971.24)	\$25,971.24
-615	Special Assessment	\$0	\$0.00	\$30,835.68	\$30,835.68	(\$30,835.68)
-813	Office Equipment	\$3,000	\$2,250.00	\$169.99	(\$2,080.01)	\$2,830.01
Sub-Total	Operating Expense	\$1,050,929.00	\$788,196.75	\$651,746.29	(\$136,450.46)	\$399,182.71
53615-200	ATCT Contractual Services-Stat	\$0	\$0.00	\$0.00	\$0.00	\$0.00
-221	ATCT Water-Sewer-Strmwtr	\$1,000	\$750.00	\$454.55	(\$295.45)	\$545.45
-222	ATCT Electricity	\$15,480	\$11,610.00	\$10,170,76	(\$1,439.24)	\$5,309,24
	ATCT Gas & Fuel Oil	\$5,000	\$3,750.00	\$1,949.20	(\$1,800.80)	\$3,050.80
-225	ATCT Telephone	\$1,500	\$1,125.00	\$803.56	(\$321.44)	\$696.44
	ATCT Building Maintenance	\$15,000	\$11.250.00	\$10.926.29	(\$323.71)	\$4,073.71
	Tower Expense	\$37,980	\$28,485.00	\$24,304.36	(\$4,180.64)	\$13,675.64
53610-810	Capital Equipment	\$56,979	\$42,734.25	\$39,004.68	(\$3,729.57)	\$17,974.32
-820	Capital Improvement	\$697,164	\$522,873.00	\$54,219.95	(\$468,653.05)	\$642,944.05
-829	Other Capital Improvement	\$30,000	\$22,500.00	\$5,740.00	(\$16,760.00)	\$24,260.00
58100-613	Principal/Trust Fund	\$87,343	\$65,507.25	\$87,343.45	\$21,836.20	(\$0.45)
58200-613	Interest/Trust Fund	\$36,586	\$27,439.50	\$36,585.96	\$9,146.46	\$0.04
Sub-Total	Capital Expense	\$908,072	\$681,054.00	\$222,894.04	(\$458,159.96)	\$685,177.96
TOTAL E	XPENSE	\$1,996,981	\$1,497,735.75	\$898,944.69		\$1,098,036.31
NET OPER	RATING INCOME	\$0	(\$0)	\$261,801.62		(\$261,801.66)
C	Lash Balance					<u> </u>
	Per 2011 Audit Report	\$688,334				
	Per 2012 Audit Report	\$948,000				
	Per 2013 Audit Report	\$687,563				
	2014 Estimate	\$916,092				

Chippewa Valley Regional Airport Traffic Statistics September 2015

	Mon	th	% Diff.	Year to	date	% Diff.
AIRLINE PASSENGERS	2015	2014		2015	2014	
UNITED Enplaned	1494	1420	5%	12359	14056	-12%
CHARTERS Enplaned				<u>1709</u>	<u>1590</u>	7%
Total Enplaned				14068	15646	-10%
UNITED Deplaned	1406	1338	5%	12227	13829	-12%
CHARTERS Deplaned				<u>1709</u>	<u>1590</u>	7%
Total Deplaned				13936	15419	-10%
Total Enplaned/Deplaned	2900	2758	5%	28004	31065	-10%
UNITED PERFORMANCE	2015	2014		2015	2014	
Scheduled Flights/Landings	60	60	0%	547	548	0%
Canceled Flights						
Xnld for Wx	0	4		20	44	
Xnld for Mx	0	0		2	6	
Xnld Other	<u>0</u>	<u>2</u> 6		<u>2</u>	<u>7</u>	
Total	0	6	-100%	24	57	-58%
Total Landings	60	54	11%	523	491	7%
Completion Factor	100%	90%		96%	90%	
OnTime %	70%	42%		58%	63%	

Chippewa Valley Regional Airport Scheduled Air Carrier and Charter Enplanements

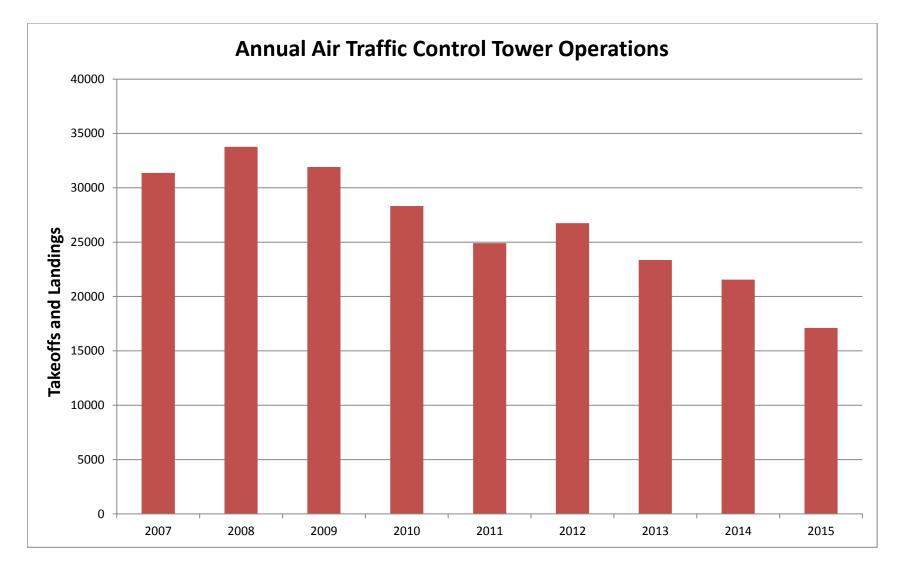


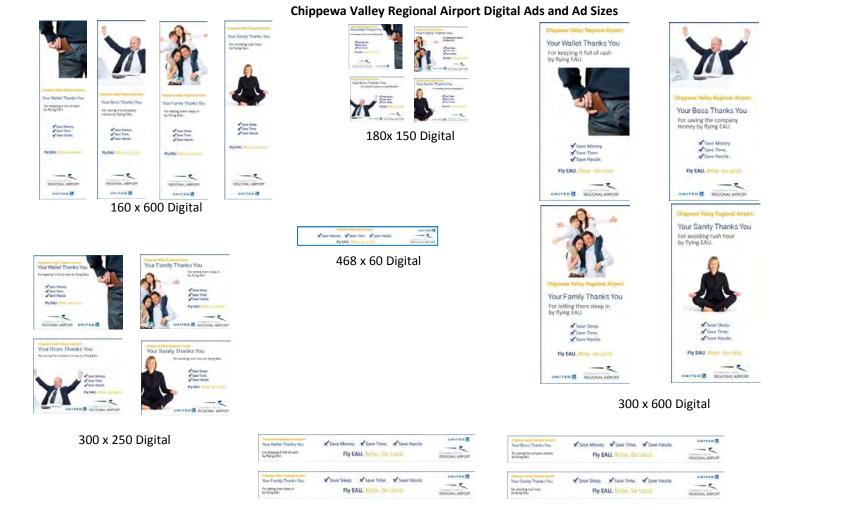
Agenda Item 5b

Chippewa Valley Regional Airport Air Traffic Operations Statistics September 2015

		Мо	nth	% Diff.	Year to date		% Diff.
		2015	2014		2015	2014	
tinerant	Air Carrier Communter/ Air Taxi	2 248	2 174	0% 43%	24 2011	30 1533	-20% 31%
Itir	GA	1308	1414	-7%	11078	11248	-2%
	Military	37	27	37%	327	348	-6%
Local	GA Military	538 <u>4</u>	583 <u>0</u>	-8% #DIV/0!	3598 <u>72</u>	3670 <u>112</u>	-2% -36%
то	TAL	2137	2200	-3%	17110	16941	1%

Agenda Item 5b



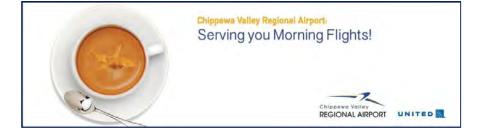


728 x 90 Digital

Community Awareness of Early Morning Flight Return



FB Cover Photo



Graphic for Newsletters and update to CVRA website

Website and sample newsletter copy:

United Airlines and the Chippewa Valley Regional Airport (EAU) are happy to announce the early morning flight departure to Chicago O'Hare International Airport is back! United Airlines is once again offering a 5:30 am morning departure which allows travelers to visit their destination and make it back in the same day. The convenience of flying the local airport offers flexibility for travelers saving not only time, but money on parking fees, hotel stays, and incidental costs. By utilizing EAU, the economic benefit stays local and contributes to the overall economic health. To book travel, check flight status, and for more information on business programs, please visit United.com

Upcoming Toolkit:

Creation of infographic/one sheet specifically on the Airport as leave behind for meetings is underway.

Chippewa Valley Regional Airport Billboard Ads and Sizes



840 x 400 Digital Billboard in Eau Claire



10' 6 x 36 Billboard East of Thorp on Hwy 29



14 x 48 Billboard Near Chetek on Hwy 53

		Chip	pewa Valley Regional Airport Phase 1 Budget Alloc	ation			
DESCRIPTION	BUDGETED	<u>Spent</u>	Vendor	<u>Start</u>	End	Sizes	Notes
TRADITIONAL TV/Local Online News	\$6,557.14	\$5,965.00	ABC Station(\$1,950)-10 pm local news/ Banner Bundle and NBC (\$4,015) -TV ads and added value online impressions	NBC: 9/21	NBC: 11/29	728 x 90 -300 x 250-468 x 60- 180 x 150 - 320 x 50	ABC-Banner month of Oct, TV flanked before and after - NBC- :30 TV and online
	\$0.00	\$230.00	Spectrum Packers Game 9/28	28-Sep	28-Sep	:30 spot to air twice	
	\$0.00	\$500.00	ABC Station	10-Oct	10-Oct	:15 second/twice	UW Badgers against NE Cornhuskers
Radio	\$3,857.14	\$4,196.00	Midwest Family Rec			:30 Radio -they cut our script	WIAL (FM) & WMEQ (AM)
Print/Local Publications/Local Online News	\$2,314.29	\$1,998.00	Leader Telegram-Online Newspaper	21-Sep	31-Dec	300 x 250 & 300 x 600	12 week run time
Out of Home/Billboards	\$3,857.14	\$4,733.00	Lamar	28-Sep	28-Nov	see file from Liz Scott	EAU Digital 4 weeks- Marshfield #10 8 weeks-Rice Lake #1 for 8 weeks
Advanced Targeting Networks	\$4,628.57	\$7,000.00	Charter Spectrum	21-Sep	29-Nov	300x250, 160x600, 728x90, & 320x50	September-November 2015; Targeted Display Ads and Pre- Roll with pass through landing page
Search Advertising (Google/Yahoo/Bing)	\$2,700.00	\$2,000.00	Tegna	21-Sep	2-Dec	160 x 600- 300x 250- 728 x 90- 350 x 50- 300 x 50	Tegna/First Coast News
Social Media Advertising (Targeting)	\$1,542.86	\$1,015.00	Facebook		Ongoing		FB Ads & Promoted Posts - Begin same time as digital elements

TOTAL MEDIA PHASE 1 \$27,385.71 **\$27,637.00**

Community and Corporate Outreach Activities

Name	Business	
Anne Hargrave-Thomas	OakLeaf Surgical Hospital	**Submitted information for dispersement to Physicians and staff
Amanda Olson	Xcel Energy	
Bonnie Phillips	Home Helpers & Direct Link	
Steve Dickoff	Marshfield Clinic-West District	
Cathy Marohl	City of Eau Claire, WI	
Wendy Kado	Silver Spring Foods, Inc	**Submitted information for dispersement to employees/clients
Greg Haselwander	Haselwander Companies	
Mark Rowan	CDK-Global Inc.	
Gretchen Hudacek	Associated Bank	
Jeanny House	Co Active Coach	
Andy Neborak	Eau Claire Express	
Evlyn Carlisle	Simple Office Solutions	
Joel Buttel	Spectrum/Charter	
Bob McCoy	EAU Chamber	**Submitted morning flight information for newsletter update
Mike Jordan	CF Chamber	
Michele Wagener	Travel Leaders	
Denise Patricka	Higgins Travel	
Jerilyn Sahr	Chippewa County EDC	
Jackie Boos	Visit Eau Claire	
Neil Hodorowski	Volume One	
Frank Draxler	Eau Claire County	



EAU Community Visit – Second Visit

Stakeholder/Corporation questions:

- 1. What is the biggest challenge to utilizing the EAU airport for your company?
- 2. Why do you choose/not choose to utilize EAU airport when booking corporate/personal travel?
- 3. Why do you think corporations and individuals choose/not choose to utilize the Airport?
- 4. When choosing an airport other than EAU for business or personal travel what airport do you choose?
- 5. Please tell us the 5 top travel destinations for your company?
- 6. How many trips did your company take in Calendar year 2014?
- 7. Does your company participate in an airline business rewards program/have any airline contracts in place? Which carriers?
- 8. What do you know about the EAU airport (amenities? Airlines? Etc.)?
- 9. Is EAU included in welcome packets, business retention and recruitment packages and/or economic collateral distributed to corporations?



- 10. To your knowledge, do corporations (does your corporation) have corporate travel policies that direct their employees to "check EAU first"? If not, is this a change you would be willing to make? How would it be received?
- 11. In an ideal world, what would have to happen for your company/companies to utilize the Airport more? (i.e. Additional frequency? Flight time? Airline choices? Specific nonstop? Amenities?)
- 12. Would you be interested in working with EAU to identify possible business travel incentive programs?
- 13. What messaging (marketing message/ message received in the community) do you feel is conveyed well by the Airport?
- 14. Are there any opportunities to market and advertise the EAU airport with your entity/corporation that the Airport is NOT taking advantage of (newsletters? Etc)?
- 15. Anything else you want to inform us of in relation to your business/personal interaction with the Airport that we didn't ask?



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Designed for business customers needing greater flexibility across a broad range of flight options and fare types, United PassPlus Flex offers discounts on eligible fares on United and participating carriers.

Perfect for customers who can book in advance or may have last-minute needs for travel throughout United's global route network, United's PassPlex Flex program delivers the flexibility that business travelers need.

	DISCOUNTS					
Eligible fare basis code (first letter)	Domestic excluding Houston Intercontinental	Domestic including Houston Intercontinental	International including Latin destinations	International excluding Latin destinations		
F, J and Y (Last minute or premium fares)	20%	10%	10%	20%		
A, C, B, M, E, U, H (Typical business travel fares)	5%	5%	10% excluding U	20% excluding E		
D, Z, P, V, Q, W, S, T, L, K, G (Highly discounted leisure fares)	2%	2%	2% on D and Z only	20% on G only 2% on D and Z only		

Domestic travel is defined as flights within the U.S. and Canada. Latin destinations are locations in the Caribbean, Central America, Mexico and South America. The discount is valid for fare basis codes that start with E only on flights marketed and operated by United between the U.S. and Australia and on eligible Premium Economy tickets for flights marketed and operated by Lufthansa. The discount is valid for fare basis codes that start with G only on eligible Premium Economy tickets for flights marketed and operated by Lufthansa. The discount is valid for fare basis codes that start with G only on eligible Premium Economy tickets for flights marketed and operated by Lufthansa.

United PassPlus Secure United PassPlus Secure offers fixed

zone-based fares in specific booking classes gives travelers additional flexibility for last minute changes without service fees.

United PassPlus Secure is an ideal product for business customers that want pricing in advance; have defined travel patterns, and need the flexibility to make last minute itinerary changes. The simplicity of managing costs through your prefunded United PassPlus account makes travel to your most popular business destinations easy and hassle free.

EXAMPLES:

Route	Class	Price (one way)
EWR-SFO	С	\$1,499
IAH-EWR	F	\$1,999
ORD-DCA	М	\$349
SFO-LHR	С	\$3,999
LGA-ORD	F	\$799

Experience the ease of doing business with United. Enjoy exclusive benefits and flexibility.

United PassPlus customers receive a variety of traveler amenities including MileagePlus[®] Premier level memberships and United ClubSM memberships, and can book flights to almost anywhere in the world where United, United Express[®], Lufthansa, Austrian Airlines, Brussels Airlines, Swiss International Airlines and ANA (All Nippon Airways) operate. Customers can better manage travel expenses with access to a comprehensive online reporting website with detailed travel activity and account management, powered by UATP[®]. Additional United PassPlus benefits can be found at <u>united.com/passplus</u>

Additional details, terms and conditions on united.com/passplus or call: 877-357-4515

Program details subject to change. Restrictions may apply. For more details see Terms and Conditions located in the United PassPlus contract.



UNITED

CHIPPEWA VALLEY REGIONAL AIRPORT 10-unit T-Hangar Preliminary Design Opinion of Probable Cost

10/2/2015

PROJECT DESCRIPTION: Construct 50' x 250' (12,500 SF) 10-Unit T-Hangar in South GA Hangar Area with concrete floors, non-insulated, electrical, sanitary and water service and restroom facility.

	water service and restroom facility.				
SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
T-Hang	gar Building and Associated Site work (Approaches)				
619.1000	MOBILIZATION	EACH	1	\$45,000.00	\$45,000.00
205.0100	EXCAVATION COMMON	CY	1,000	\$7.00	\$7,000.00
305.0125	AGGREGATE BASE DENSE 1 1/4-INCH	CY	550	\$27.50	\$15,125.00
455.0100	ASPHALTIC MATERIAL PG 58-28	TON	30	\$150.00	\$4,500.00
455.0605	TACK COAT	GAL	150	\$4.00	\$600.00
460.1110	HMA PAVEMENT TYPE E-10	TON	475	\$90.00	\$42,750.00
NS0001	T-HANGAR FLOOR & FOOTINGS	LS	1	\$142,725.00	\$142,725.00
NS0002	10-UNIT T-HANGAR BUILDING WITH RESTROOM FACILITY	LS	1	\$475,000.00	\$475,000.00
NS0003	SITE UTILITIES (ELECTRICAL, SANITARY & WATER)	LS	1	\$45,000.00	\$45,000.00
NS0004	SITE RESTORATION & LANDSCAPING	LS	1	\$1,500.00	\$1,500.00
		Co	nstruction Total:		\$779,200.00
		T-Hang	ar Design & CA:	Γ	\$92,332.00
			Total:	Γ	\$871,532.00

CONFORMS TO FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULAR 150/5370-2F "OPERATION SAFETY ON AIRPORTS DURING CONSTRUCTION"

RESTRICTED AREAS/SAFETY AREAS

- A. RUNWAYS, TAXIWAYS AND APRON: CONSTRUCTION ACTIVITY ADJACENT TO THE RUNWAYS, TAXIWAYS AND APRONS WHICH WILL BE IN USE SHALL BE COORDINATED WITH AIRPORT OPERATIONS THROUGH THE ENGINEER. CONSTRUCTION ACTIVITY WILL BE AUTHORIZED AFTER NOTAMS (NOTICES TO AIRMEN) HAVE BEEN ISSUED BY THE AIRPORT; AFTER BARRICADE AND LIGHTING PROVISIONS HAVE BEEN IMPLEMENTED BY CONTRACTOR; AND AFTER IT HAS BEEN DETERMINED THAT THE HEIGHT OF EQUIPMENT AND MATERIALS IS BEYOND THE REACH OF THE AIRCRAFT OR SAFELY BELOW ANY PART OF THE AIRCRAFT USING THE OPERATIONS AREAS WHICH MIGHT OVERHANG THESE AREAS.
- B. CONSTRUCTION ACTIVITIES LOCATED WITHIN THE SAFETY AREA OF AN ACTIVE RUNWAY SHALL NOT BE ALLOWED. EXCAVATIONS AND OPEN TRENCHES LOCATED ADJACENT TO TAXIWAY AND APRON PAVEMENT SHALL BE ADEQUATELY SIGNED, MARKED AND LIGHTED.
- C. EQUIPMENT AND MATERIALS SHALL NOT BE STORED OR PARKED WITHIN 750 FEET FROM THE CENTERLINE OF AN ACTIVE RUNWAY AND WITHIN 250 FEET FROM THE CENTERLINE OF AN ACTIVE TAXIWAY, UNLESS SPECIFICALLY PROVIDED IN THE CONTRACT SPECIAL PROVISIONS OR AUTHORIZED IN WRITING BY THE ENGINEER.
- D. OPEN-FLAME WELDING OR TORCH-CUTTING OPERATIONS ARE PROHIBITED UNLESS ADEQUATE FIRE AND SAFETY PRECAUTIONS ARE PROVIDED AND HAVE BEEN APPROVED BY THE AIRPORT. ALL VEHICLES ARE TO BE PARKED AND SERVICED BEHIND THE CONSTRUCTION RESTRICTION LINE 750 FEET OR MORE FROM AN ACTIVE RUNWAY CENTERLINE OR 200 FEET FROM AN ACTIVE TAXIWAY CENTERLINE. (SEE CONTRACTOR STAGING AREAS)

MARKING AND LIGHTING

- A. CONSTRUCTION EQUIPMENT-- ALL CONSTRUCTION EQUIPMENT MUST BE MARKED WITH A 3 FOOT X 3 FOOT ORANGE AND WHITE CHECKERED FLAG MOUNTED AT THE HIGHEST POINT AND/OR AMBER BEACON. FOR NIGHTTIME CONSTRUCTION. CONSTRUCTION EQUIPMENT MUST BE LIGHTED.
- B. EXCAVATION/STOCKPILES--EXCAVATION ADJACENT TO PAVED SURFACES MUST BE APPROPRIATELY MARKED BY BARRICADES.
- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING PORTABLE BARRICADES ACROSS RUNWAYS OR TAXIWAYS TO KEEP VEHICLES FROM ENTERING ACTIVE AREAS AND TO KEEP AIRCRAFT FROM TAXIING INTO AREAS UNDER CONSTRUCTION. CARE SHALL BE EXERCISED BY CONTRACTOR DURING CONSTRUCTION ADJACENT TO RUNWAYS AND TAXIWAYS NOT TO PLACE BARRICADES CLOSER THAN THE CLEAR DISTANCES STATED IN THESE SPECIAL PROVISIONS. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVISIONS OF EVENLY GRADED TRANSITION, USING BASE COURSE MATERIAL AT SAME GRADE AS REMAINING PAVEMENT. TRANSITIONS SHALL BE NO STEEPER THAN 10:1 SLOPE.
- D. LOW-PROFILE BARRICADES SHALL BE NO MORE THAN 18 INCHES IN HEIGHT, INCLUDING BLINKING LIGHTS. SPACING OF BARRICADES SHALL BE MAXIMUM OF 10 FEET. BARRICADES SHALL BE ADEQUATELY WEIGHTED SO AS TO WITHSTAND WIND, PROPELLER OR JET BLASTS. BARRICADES SHALL HAVE ALTERNATING STRIPS OF REFLECTIVE WHITE AND ORANGE. AT NIGHT, BARRICADES SHALL BE EQUIPPED WITH RED BLINKING LIGHTS.

FUEL SUPPORT

A. ANY TYPE OF FUELING SUPPORT FACILITY OR DEVICE USED TO REFUEL CONSTRUCTION EQUIPMENT IS SUBJECT TO LOCAL FIRE INSPECTION. LOCAL FIRE CODES AND SAFETY STANDARDS SHALL BE MET PRIOR TO COMMENCEMENT OF WORK.

SWEEPING/CLEAN-UP

A. THE CONTRACTOR SHALL HAVE SWEEPING OR VACUUMING EQUIPMENT ON-SITE IN ORDER TO REMOVE DEBRIS AS IT OCCURS. DEBRIS SHALL NOT BE DEPOSITED ON ANY PORTION OF AN OPERATIONAL TAXIWAY OR APRON. SHOULD DEBRIS BE DEPOSITED ACCIDENTALLY, IT SHALL BE REMOVED IMMEDIATELY. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THE PROJECT AREA IS RESTORED TO ITS ORIGINAL CONDITION OR CLEANED-UP TO THE ENGINEER'S SATISFACTION.

HAUL ROUTES

- A. HAUL ROUTES AND ACCESS TO THE CONSTRUCTION SITES WILL BE DISCUSSED AT THE PRE-BID AND PRE-CONSTRUCTION CONFERENCES AND ARE DEPICTED ON THIS PLAN.
- B. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF ANY CROSSING OF UNDERGROUND ELECTRICAL CIRCUITS WITH THE AIRPORT STAFF IN AN EARLY OPERATION. ANY ELECTRICAL CIRCUITS CROSSED SHALL THEN BE CHECKED FOR RESISTANCE TO GROUND BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION AND ALL CIRCUITS SHALL HAVE 50 MEGOHM OR GREATER RESISTANCE PRIOR TO THE CONTRACTOR CROSSING THE CIRCUIT. THE CONTRACTOR, UNDER SUPERVISION OF ENGINEER AND AIRPORT STAFF, SHALL CHECK CIRCUITS AFTER CESSATION OF HAULING. ANY CIRCUIT SHOWING LESS THAN 50 MEGOHM SHALL BE CORRECTED BY CONTRACTOR AT NO ADDITIONAL COMPENSATION SO AS TO PROVIDE AT LEAST 50 MEGOHMS RESISTANCE IN THAT CIRCUIT. NO ADDITIONAL COMPENSATION WILL BE MADE FOR ANY CORRECTIVE ELECTRICAL WORK DUE TO CONTRACTOR'S OPERATIONS.
- C. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS ON THE AIRPORT IN A MANNER THAT WILL MINIMIZE INTERFERENCE WITH THE NORMAL OPERATION OF THOSE AIRPORT FACILITIES THAT ARE DESIGNATED UNDER THIS CONTRACT TO REMAIN OPEN TO AIR TRAFFIC, AND THE CONTRACTOR SHALL IMPLEMENT ALL SPECIFIED AND OTHER APPROPRIATE MEASURES TO ENSURE THE SAFETY OF ALL USERS OF THE AIRPORT.
- D. ACTIVE AIRCRAFT OPERATIONS AREAS: OPERATIONS AT CHIPPEWA VALLEY REGIONAL AIRPORT WILL BE CONTROLLED BY THE CONTROL TOWER DURING THE HOURS OF 5:30 AM AND 8:30 PM. WHEN THE AIRFIELD IS OPEN TO AIR TRAFFIC, CONTRACTOR MUST OBTAIN CLEARANCE BEFORE ANY OF HIS/HER PERSONNEL OR EQUIPMENT PROCEEDS ONTO THE AIRFIELD. THE CONTRACTOR SHALL NOTIFY THE ENGINEER FOR AN ESCORT WHEN ACCESS TO THE AIRFIELD IS REQUIRED.
- E. GATE ACCESS: IF GATES ARE TO REMAIN OPEN DURING HAULING, THE CONTRACTOR WILL BE RESPONSIBLE FOR POSTING GATE ATTENDANTS FOR THE PURPOSE OF CHECKING ALL VEHICLES AND PEOPLE FOR PROPER IDENTIFICATION PRIOR TO BEING ALLOWED ENTRY TO THE AIRPORT OPERATIONS AREA (AOA).
- F. WHEN HAULING ACROSS THE TERMINAL AIRCRAFT APRON OR OPEN TAXIWAYS, A FLAGPERSON WILL BE REQUIRED TO DIRECT THE HAULING OPERATION TO YIELD TO AIRCRAFT.

ENFORCEMENT

- A. VIOLATION OF THESE RULES AND REGULATIONS, DEPENDING UPON SEVERITY OF THE VIOLATION, MAY RESULT IN ONE OR MORE OF THE FOLLOWING:
 - (1) A VERBAL AND/OR WRITTEN WARNING. (2) THE CONTRACT WORK BEING STOPPED UNTIL CORRECTIVE MEASURES ARE TAKEN TO PRECLUDE A RECURRENCE OF THE VIOLATIONS. (3) THE REMOVAL OF PERSONNEL FROM THE PROJECT SITE.

MEETINGS AND CORRESPONDENCE

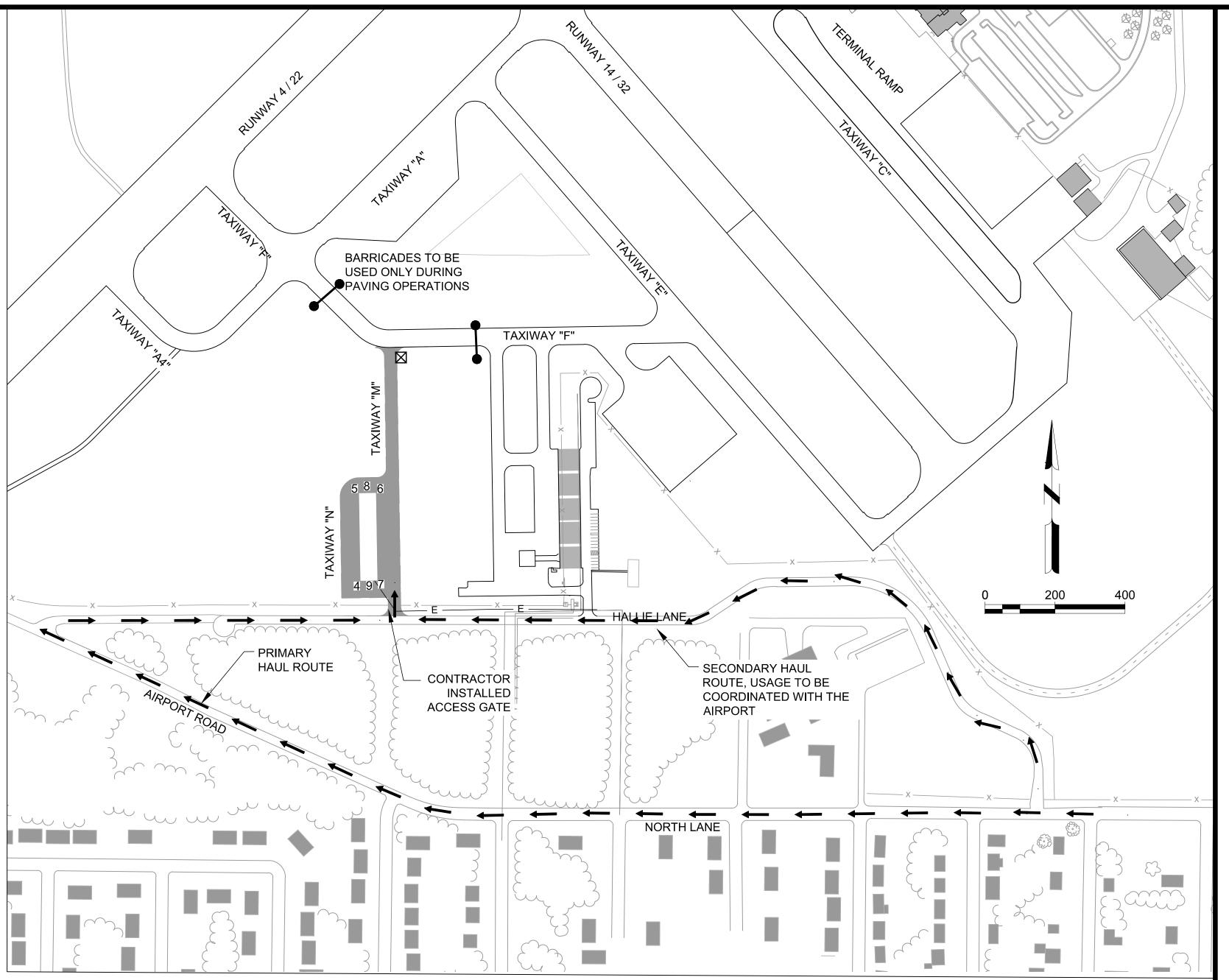
- A. AIRPORT SHALL ISSUE ALL NOTAMS. THE CONTRACTOR MUST NOTIFY THE AIRPORT/ ENGINEER A MINIMUM OF 48 HOURS PRIOR TO NOTAM TAKING EFFECT.
- B. CONTRACTOR IS REQUIRED TO ATTEND WEEKLY COORDINATION MEETINGS AT WHICH SAFETY ISSUES WILL BE DISCUSSED.

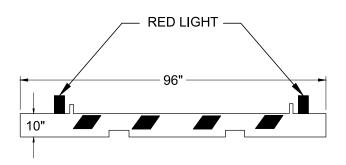
AFFECT ON AIRCRAFT/AIRPORT OPERATIONS

- A. CRITICAL AIRCRAFT DURING CONSTRUCTION OPERATIONS CONSISTS OF DESIGN GROUP II AIRCRAFT AND TAXIWAY DESIGN GROUP 3.
- B. CONSTRUCTION IS ANTICIPATED TO START IN MAY 2016 AND BE COMPLETED IN AUGUST 2016.
- C. SEE SPECIFICATIONS FOR THE NUMBER OF WORKING DAYS ALLOTTED FOR THE PROJECT. D. CONSTRUCTION EQUIPMENT SHALL NOT PENETRATE THE PART 77 SURFACES.

GENERAL NOTES

- A. BARRICADES SHALL BE PLACED IN ACCORDANCE WITH CONTRACT PROVISIONS AS SHOWN AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL MAINTAIN THE BARRICADES THROUGHOUT THE DURATION OF THE WORK.
- B. EXACT LIMITS OF CONSTRUCTION WILL BE VERIFIED BY THE ENGINEER PRIOR TO THE CONTRACTOR BEGINNING WORK IN ANY AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INFORMING ALL EMPLOYEES OF THESE LIMITS.
- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT AREAS ADJACENT TO CONSTRUCTION ACTIVITIES ARE CLEARED OF ANY DEBRIS AS IT OCCURS.
- D. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY THE DEPTH AND LOCATION OF ALL UTILITIES.
- E. THE STAGING AREA SHALL BE RESTORED TO ORIGINAL CONDITION UPON PROJECT COMPLETION AT THE CONTRACTOR'S EXPENSE. THE EXACT LOCATION OF THE STAGING AREA WILL BE DETERMINED BY THE ENGINEER IN THE FIELD.
- F. SEE "CONSTRUCTION SAFETY AND PHASING PLAN" AND "SAFETY PLAN COMPLIANCE DOCUMENT" FOR ADDITIONS DETAILS AND INFORMATION ON OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
- G. IT IS ANTICIPATED THAT THE TAXILANE CONSTRUCTION PROJECT WILL BE HAPPENING IN CONJUNCTION WITH THIS PROJECT.





NOTES:

- 1. CONTRACTOR SHALL MAINTAIN ALL LIGHTS IN WORKING ORDER FOR THE DURATION OF THE PROJECT.
- 2. BARRICADE MODEL SHALL BE TYPE AR-10"x96" OR APPROVED EQUAL. GAPS BETWEEN BARRICADES SHALL BE NO MORE THAN 10 FEET.

LOW-PROFILE CONSTRUCTION BARRICADE ON-PAVEMENT

	LEGEND:
	CONSTRUCTION
•••	LIGHTED BARRICADES (SEE PHASING PLANS)
	HAUL ROUTE PROJECT

FAA OWNED FACILITY & EQUIPMENT IMPACTS

1. THERE ARE NO ANTICIPATED FAA OWNED EQUIPMENT IMPACTED BY THIS PROJECT.



CONSTRUCTION
OPERATIONS AND
SAFETY PLAN

ACM MJK MSW

OCTOBER, 2015

R2309919-113473.01





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Mead

Mead & Hunt, Inc.

7900 West 78th St

Suite 370

Minneapolis, MN 55439

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Chippewa Valley

REGIONAL AIRPORT

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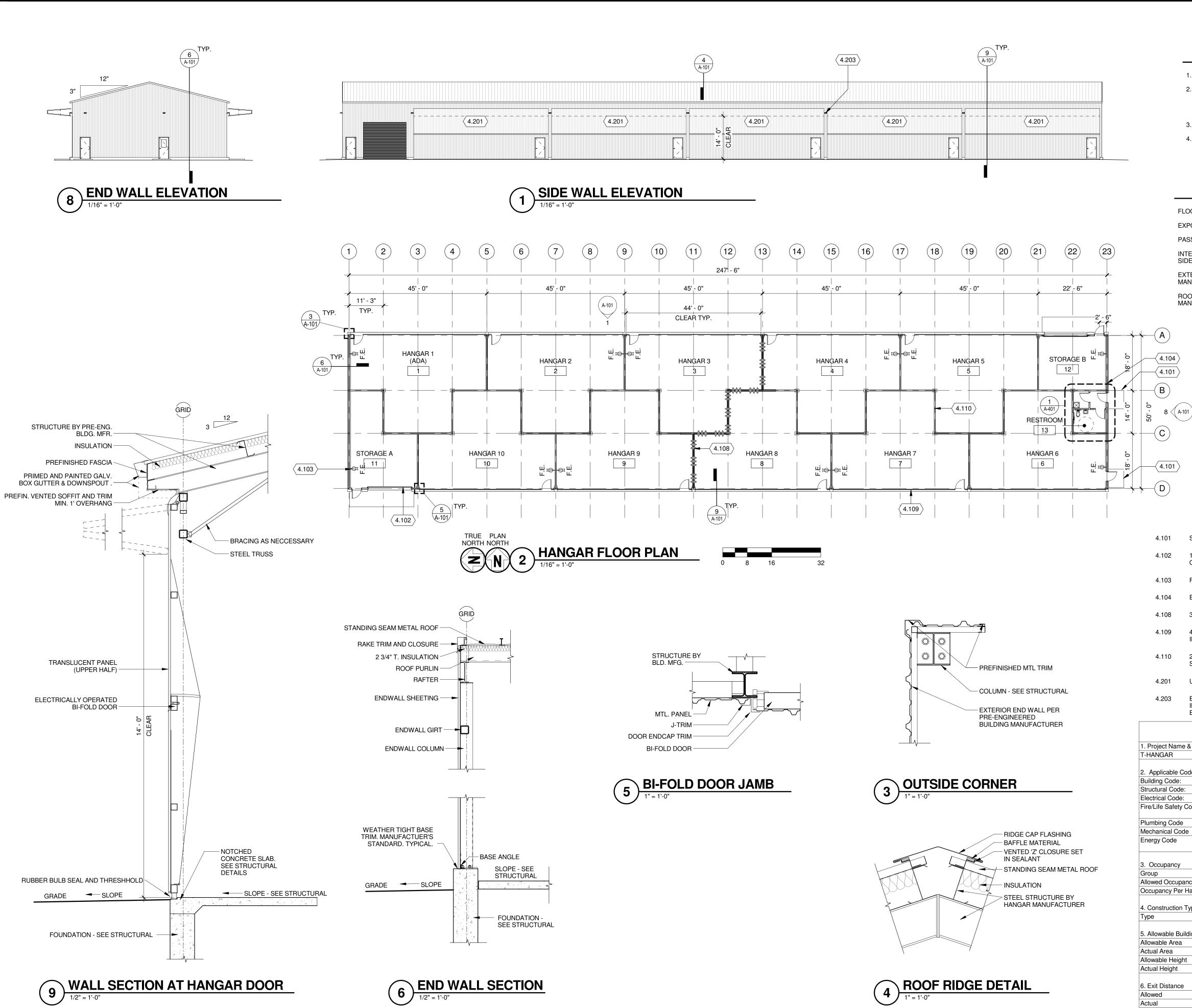
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SW COR BUILDING 4	LATITUDE	44° 51' 27.36" N
	LONGITUDE	91° 29' 19.10" W
NW COR BUILDING 5	LATITUDE	44° 51' 29.83" N
	LONGITUDE	91° 29' 19.17" W
NE COR BUILDING 6	LATITUDE	44° 51' 29.84" N
	LONGITUDE	91° 29' 18.47" W
SE COR BUILDING 7	LATITUDE	44° 51' 27.37" N
	LONGITUDE	91° 29' 18.41" W
NORTH PEAK BUILDING 8	LATITUDE	44° 51' 29.84" N
	LONGITUDE	91° 29' 18.82" W
SOUTH PEAK BUILDING 9	LATITUDE	44° 51' 27.37" N
	LONGITUDE	91° 29' 18.75" W
TAXIWAY "M" 🗙	LATITUDE	44° 51' 33.99" N
	LONGITUDE	91° 29' 17.88" W





GENERAL NOTES:

- 1. SITE DATUM OF XXXX.00' = ELEVATION 100'-0" ON STRUCTURAL DRAWINGS.
- 2. DRAWINGS AND DETAILS SHOWN ARE FOR CONCEPT ONLY. BUILDING OVERALL LENGTHS MAY VARY PER METAL T-HANGAR SYSTEM, PROVIDED THAT ALL CLEARANCES ARE MAINTAINED. COORDINATE CHANGES WITH RESIDENT ENGINEER.
- 3. SEE CIVIL SHEETS FOR UTILITY LOCATIONS.
- 4. VERIFY ROOF SLOPE WITH METAL ROOF MANUFACTURER RECOMMENDATIONS. COORDINATE WITH METAL T-HANGAR SYSTEM.

FINISHES:

FLOOR FINISH: SEALED CONCRETE

EXPOSED STEEL STRUCTURE

PASSAGE DOORS AND FRAMES TO BE PAINTED - COLOR TBD BY ARCHITECT INTERIOR WALLS: 26 GAUGE PLAIN GALVANIZED METAL PANEL (SHEETING ONE SIDE ONLY)

EXTERIOR WALLS: METAL PANEL - COLOR TBD BY ARCHITECT FROM MANUFACTURER'S FULL RANGE.

ROOF: STANDING SEAM METAL - COLOR TBD BY ARCHITECT FROM MANUFACTURER'S FULL RANGE.

KEYED NOTES

STOOP - SEE STRUCTURAL

4.102	14'w X 12'h SECTIONAL OVERHEAD DOOR. NO AUTOMATIC DOOR OPERATOR REQUIRED.
4.103	FE = FIRE EXTINGUISHER
4.104	ELECTRIC METER LOCATION
4.108	3-HOUR FIRE BARRIER
4.109	44'-0" WIDE X 14'-0" CLEAR HEIGHT ELECTRIC BI-FOLD DOOR WITH INTEGRAL 3'-0" X 7'-0" MAN DOOR. TYPICAL AT EACH HANGAR.

26 GAUGE INTERIOR LINER PANELS FULL HEIGHT. PLAIN GALVANIZED SHEETING TYPICAL. APPLIED TO ONE SIDE OF INTERIOR PARTITIONS.

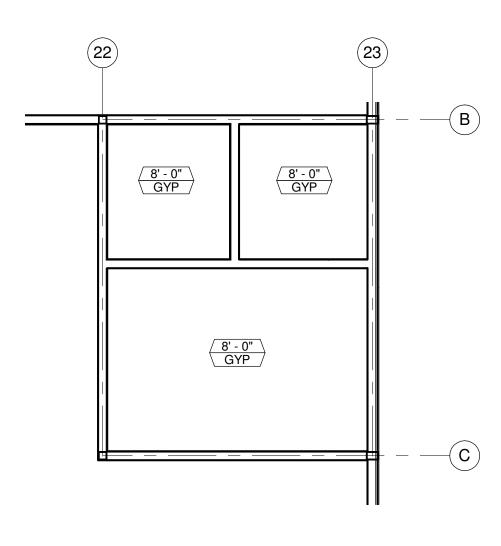
UPPER PORTION OF DOOR TO BE TRANSLUCENT POLYCARBONATE.

EXTERIOR LIGHT FIXTURE TYPICAL BETWEEN HANGAR DOORS AND AT INDIVIDUAL MAN DOORS NOT NESTED IN THE HANGAR DOOR. SEE ELECTRICAL

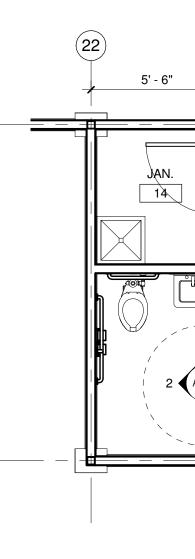
CODE DATA SUMMARY

ject Name & Location		
NGAR	Eau Claire, WI	
plicable Codes		
ng Code:	IBC 2009 (WI Commercial Building Code, SPS 362)	
ural Code:	IBC 2009 (WI Commercial Building Code, SPS 362)	
cal Code:	NEC 2011 (WI Commercial Building Code, SPS 316)	
fe Safety Code:	2009 NFPA-1 (WI Commercial Building Code, Chapters 14 & 30)	
ing Code	Wisconsin Commercial Building Code, Chapters 81-84	
anical Code	IMC 2009 (WI Commercial Building Code, SPS 364)	
y Code	IECC 2009 (WI Commercial Building Code, Chapter 363)	
cupancy		
	S-1	
ed Occupancy	500sq ft per occupant	
ancy Per Hangar	2 Max.	
nstruction Type		
	IIB	
wable Building Heights and Areas		
able Area	17,500 sq. ft.	
Area	12,758 sq. ft.	
able Height	3 Stories 55'-0"	
Height	25'-6"	
Distance		
ed	75'-0"	

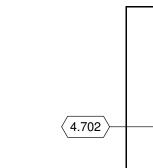






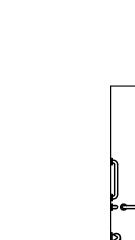




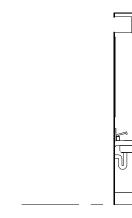




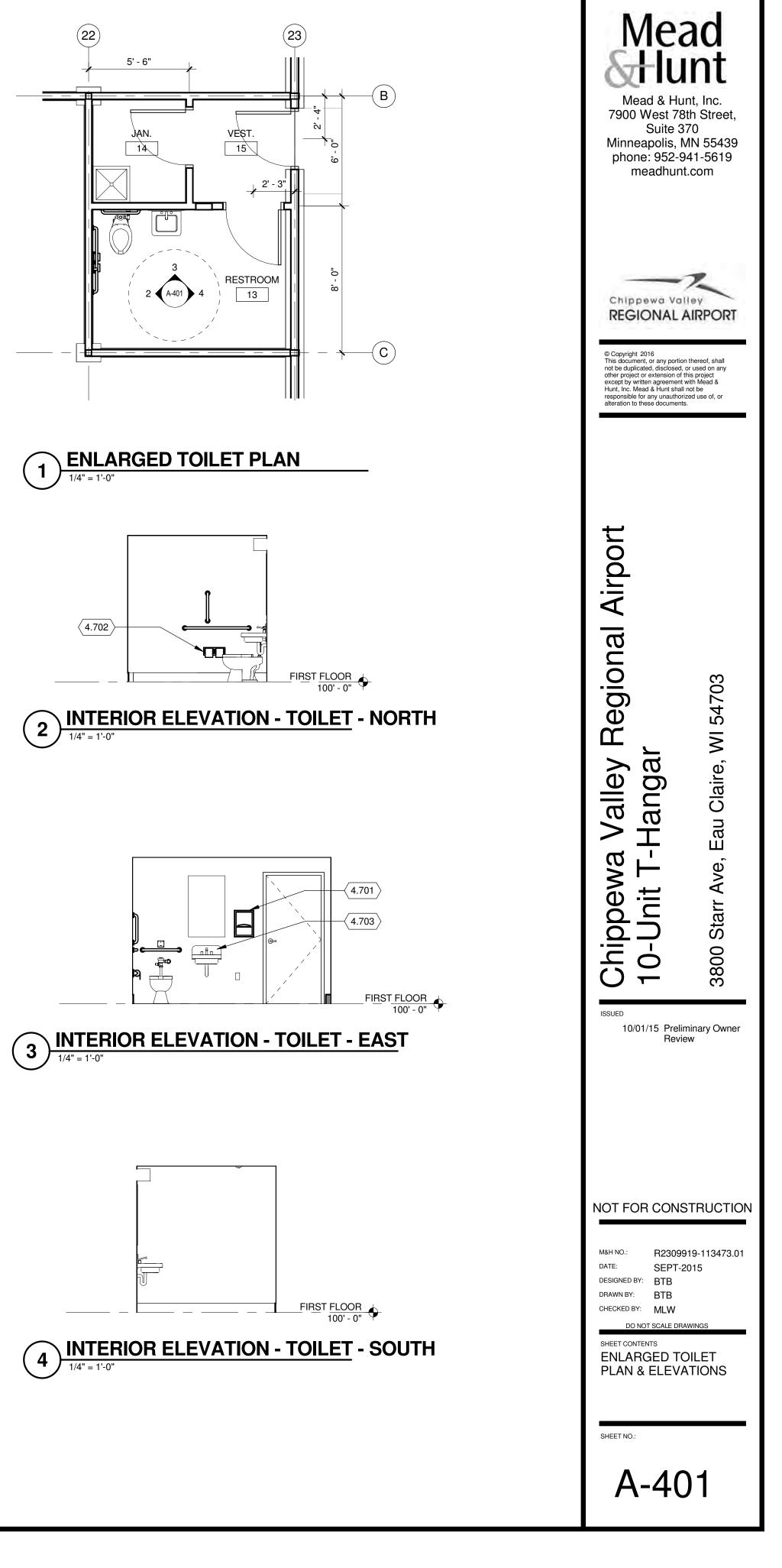
4.701	PAPER TOWEL DISPENSER BY OWNER. CONTRACTOR TO INSTALL.
4.702	TOILET PAPER DISPENSER BY OWNER. CONTRACTOR TO INSTALL.
4.703	SOAP DISPENSER BY OWNER. CONTRACTOR TO INSTALL.













Service Offer Airport Strategic Positioning Initiative I-RAMP PROJECT Phase 2

Chippewa Valley Regional Airport

October 1st, 2015



Sound advice, Real solutions

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PO Box 803 Bradenton, FL 34206



Sound advice, Real solutions

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Table of Contents

TABL	_E OF CONTENTS	3
1.	THE OBJECTIVE OF THE MISSION	4
2.	MISSION CONTENT	4
	 2.1 Step 1 – Create the Steering Committee 2.2 Step 2 – Advanced Project Definition 2.3 Step 3 - Confirming investors & Final Report 	5
3.	WORK PROCESS	7
4.	DELIVERABLES AND MEETINGS	8
5.	RESOURCES	9
6.	IMPLEMENTATION PERIOD1	2
7.	CONTACT PERSONS	2
8.	BUDGET1	2
	8.1 FIXED PRICE COMPENSATION:	
9.	SIGNATURE1	2
10.	TIMETABLE	3



1. The objective of the mission

Our objective is to provide Chippewa Valley Regional Airport (the client) with strategic information and an enhanced project definition (see mission content) combining the strengths and the growth potential of the Phase 1 niche project. The Phase 2 objective will focus on bringing together numerous private companies, airlines, academia, strategic partners, research centers and government agencies, to work at defining the targeted niche project, supporting the preparation of the niche's business plan, financial models and general legal and operational structure. The end result is to have some of the companies and industry partners confirm their interest to invest and locate at the airport and within the community.

2. Mission content

The main objective of Phase 2 is the recruitment of twenty plus (20+) companies and industry partners, and the preparation of a business plan developed with the support of the project's Steering Committee formed of regional, national and international manufacturers, financial groups and regional stakeholders. This committee will lead the development of the niche project, and support further project definition and enhancement. Phase 2 will be divided into a three-step approach:

2.1 Step 1 – Create the Steering Committee

The first step will be to recruit pre-identified manufacturers and strategic partners directly linked to the niche project.

- 2.1.1 Phase 2 work will begin with a kick-off meeting with the client. The purpose of the meeting is to discuss and present a first list of targeted manufacturers and strategic partners. We will go over the objectives, roles and tasks of the Steering Committee, review the work agenda and the mission statement. We will review the airport assets that can be leveraged, and survey the international events that offer good marketing opportunities linked to the niche project.
- 2.1.2 Our team will proceed to contact the various targeted companies and partners (between 50 to 75 companies) to meet with and present the niche project and airport positioning.
- 2.1.3 Prior to recruitment activities, a win strategy, including a summary of the project, will be defined, with the objective of maximizing return on investment.
- 2.1.4 Throughout the meetings we will actively pursue Steering Committee participation, survey the interest of the decision makers toward the niche project, understand their short and medium-term goals, and see how their activities can benefit from the project.
- 2.1.5 Before presenting the project and its location, we will obtain a signed non-disclosure agreement from all the interested parties.



- 2.1.6 We will organize the first of two (2) Steering Committee meetings. This first meeting will be held at the client's office.
- 2.1.7 For this first meeting, our team will prepare a "Partners Handbook". This document will group the objectives of the steering committee, the draft mission, vision and objectives of the niche project and a one-page description of the main activities of each company attending the meeting. The Partners Handbook will also include the draft definition of the infrastructure requirements for the project, the listing of potential services, a draft legal and operational model and an introduction to the business plan of the project.
- 2.1.8 Our team will chair this first meeting, provide a meeting agenda and all other required documentation. The client will be asked to do a full presentation of airport and regional assets, economic drivers and key advantages.
- 2.1.9 From the information gathered during the Steering Committee, we will proceed to define further and enhance the economic, commercial and legal business models of the project.

2.2 Step 2 – Advanced Project Definition

The next step will focus on the development of a complete business plan including the financial model and the confirmation of investment and/or letters of interest to invest in the I-RAMP project. In more details:

2.2.1 From the information gathered during the first steering committee meeting we will proceed to write, prepare and develop a complete business plan which will include a tenyear financial model, the legal and operational structure, the required infrastructure, the I-RAMP mission, vision and objectives, the market analysis, the management team and the working relation procedures between I-RAMP members.

It is estimated that it will take 4 to 5 months to complete the business plan. During these months, our team will remain in frequent contact with the steering committee members to leverage business intelligence and maintain the level of interest.

Our team will also reach out to the various financial entities assessing grants, subsidies and equity for the project.

- 2.2.2 We will evaluate/discuss with each member of the Steering Committee, their interest and potential investments in the project. We will discuss with them key critical factors that influence their decision-making process leading to participation or not in the project and, should the decision be positive, the schedule of this commitment.
- 2.2.3 We will write and send out newsletters on the evolution of the project and share news and update information that can support investor interest in EAU.
- 2.2.4 Our team will pursue I-RAMP member recruitment if needed.



2.2.5 We will organize the second Steering Committee meeting. This second meeting will be held either at the client's office or at one of the major aerospace events; upon consensus with the client.

For the second meeting, our team will prepare another "Partners Handbook". This document will group the complete business plan with the financial model and other sections as described in article 2.2.1. We will also prepare a letter of interest that will be discussed and distributed to attendees. Prior to the meeting, our team in collaboration with the Airport Staff will have planned and coordinated the pre-meeting activities: invitation letter, agenda, room booking, meals' booking, pre-meeting cocktail, accommodation and transportation. We will support the attendees in coordinating their travel and solicit their presence.

- 2.2.6 Our team will chair the second meeting, provide a meeting agenda and all other required documentation.
- 2.2.7 From the information gathered from the Steering Committee members we will proceed to define further and enhance the business plan to meet the requirements and objectives of the members.

2.3 Step 3 - Confirming Investors & Final Report

- 2.3.1 After the second meeting our team will work with the steering committee members to confirm their interest to invest and structure the requirements and timeline for each project. We will work closely with the Airport Staff to address any issues and requirements the members may have.
- 2.3.2 Our team will also work to obtain letters of intent from companies to become official members of I-RAMP and work together at the development of the cluster.
- 2.3.3 With the lead investors, we will modify and review the business agreement and subcontractors agreement that will drive the working relations between the companies.
- 2.3.4 Explorer Solutions will submit its final report, including the action plan to execute the project and a summary of the next steps in achieving and launching I-RAMP operations.



3. Work Process

- 3.1 The client will provide Explorer Solutions with any information, studies and other relevant documents previously prepared for the airport, as well as for the regional industrial activities and economic development assets.
- 3.2 The client and Explorer Solutions will validate together the list of targeted companies and define a win strategy for both local and international companies.
- 3.3 The client will provide, at no charge, a conference room and audio/video/phone equipment for the meetings. Explorer Solutions will cover the cost of meals and buses during each steering committee meeting and the opening cocktail and will invoice separately the client for these expenses. Before engaging these expenses, Explorer Solutions will obtain the client written approval. (Note: the companies attending the steering committee meetings will pay for their own airfares, hotel, meals and ground transport).
- 3.4 The client and Explorer Solutions will remain in constant contact to address and validate the information gathered.



4. Deliverables and Meetings

At least twelve (12) official meetings (some by web conference – some face to face) between Explorer Solutions and the client are planned and budgeted during Phase 2, however, a series of phone and web conferences may also be required:

Deliverables	Week
Launch meeting - List of targeted companies and potential partners	
1 st Update report and briefing – list of companies met – state of development of the Steering Committee – comments and ideas suggested by the companies	
2 nd Update report – status on the number of companies confirmed for the Steering Committee and project definition	
3 rd Update report – status on the number of companies confirmed for the Steering Committee and project definition	20
First Steering Committee meeting	
4 th Update report – feedbacks from the first Steering Committee meeting – business plan preparation update and other industry updates	
5 th Update report – business plan preparation update and other industry updates	
6 th Update report – business plan preparation update and other industry updates	
Second Steering Committee meeting	
7 th Update report – letters of interest – modified Business Plan	
8 th Update report – letters of interest – modified Business Plan	
Phase 2 Final report	64



5. Resources

The team for this project will be composed of (3) three senior partners, a project manager and support staff. Christian Perreault will act as the lead.

Christian Perreault, MMI, BSc – Senior Partner, Airport Strategic Positioning and Development



Christian Perreault holds a Bachelor of Science and a Master's degree in International Management from the University of Québec, in Montreal. Christian has been involved with airport planning/marketing and economic development for twenty years. He's been heading the Explorer Solutions' team since 2006, and is the founder of the company's unique methodology to support investment attraction at airports; branded the "Airport Strategic Positioning Initiative." He previously was Vice-President – International Business Development for the Longueuil Economic Development, and CEO of

the Haut-Richelieu Economic Council.

Christian's work has led to the creation of many aerospace clusters, such as the Upper Michigan Green Aviation Coalition, the Unmanned Aerial System Center of Excellence - Alma (Qc), and the Green Military Aircraft and Vehicle Research and Test Center (Houghton, MI). He was the driving force behind many aerospace-related projects, such as the Canadian GNSS Institute, the Longueuil Innovation Alliance Technology Park, and is actively involved in the Canadian and US airport and aerospace scene. He's an active member of the Aerospace Industries Association of Canada, the Canadian Association of Defence and Security Industries, the Michigan Association of Airport Executives, the Wisconsin and Minnesota Airport Associations, the Association of Unmanned Vehicle Systems International, the Airport Management Council of Ontario, as well as the Quebec Airport Council.

Lionel Léveillé – Senior Partner, OEM and Government Affairs



Lionel Léveillé is a results-oriented executive, with more than 35 years' experience in management and senior management at executive positions. Lionel was formerly President and CEO of ADACEL Inc., a leading software innovation company, President and General manager of Raytheon Systems Canada Ltd, the world's leading supplier of solid-state primary surveillance radars, Vice-President Héroux_Devtek Inc., a leading landing gear manufacturer and supplier of repair and overhaul services, for both the commercial and military markets, Vice-President and assistant General Manager of the Bombardier Aerospace Group Unmanned Aircraft Division,

Executive Vice-President, Oerlikon Aerospace Inc.; and held many positions at Canadian Marconi Company (now CMC Electronics), the latter being Vice-President, Avionics Division.

Lionel was also Vice-Chairman and Chairman of the Aerospace Industries Association of Canada (AIAC), and Vice-Chairman, Chairman and Past-Chairman of the Canadian NATO Industrial Advisory Group (CNIAG).



Normand Landry - Senior Consultant, Maintenance and R&D



Normand Landry is a leader and team builder, specializing in Project and Program Management, Business Planning, Business Development, Risk Management, Project Financing and government relations. He's a 28-year military veteran, with a Bachelor's degree in Engineering from the Royal Military College of Canada, and holds a Master's degree in Aeronautics, from Cranfield University, UK.

Normand has extensive knowledge and experience in the management of large-scale aviation programs. He has successfully managed multi-national

programs over his career, both in the military and as a civilian. His experience includes technical, R&D and program partnerships with military and civilian organizations located in the United States, Australia, Finland, and Switzerland. The success of these partnerships rests clearly on his ability to bring together, groups of people to work towards a common goal; recognizing the technical and project risks, and ensuring mitigation was put in place to proceed to a successful completion.

Alexandre Girard – Director Project Manager



Alexandre-Thiéry holds a Master's degree in International Management from HEC Montréal. He is a passionate of innovation strategy, technological cluster creation, business development and management. Former sales and operations forecasting Leader at Aveos Fleet Performance, and commercial and business development Analyst at Skyservice Business Aviation, he managed several key business projects, developed new financial tools to assess the profitability, and improved the budget process and Key Performance Indicators of several business units. He also has a solid

experience in sales and maintenance planning, FBO management, charter operations and aircraft management solutions. His great leadership, analytical capacities and business acumen allow him to manage and deliver in timely manner complex projects with a high standard of quality while respecting scope, time and budget. He joined Explorer Solutions in 2011 as Director, Project Management.



Sound advice, Real solutions

Julien Verona – Lead Market Analysis



Julien holds a Master's degree in International Management from HEC Montréal, and has acquired multidisciplinary experience favoring the development of analytical skills. Recipient of a scholarship from HEC, he is an aerospace enthusiast, and a specialist in innovative strategies. He is the author behind a development model on open innovation in the space sector, and co-author of the report 'How to stimulate creativity within industrial clusters'; on behalf of the Consortium for Research and Innovation in Aerospace in Québec (CRIAQ). As marketing manager for various companies, Julien was involved in the drafting and the implementation of

several business plans, as well as different communication strategies for social medias. He has worked for companies such as Fonkoze USA, ESIC, in addition to SMEs of various industry groups.

Within Explorer Solutions, Julien will be actively involved in the development of industrial clusters, at a time when new international trends drive companies to innovate through new strategies.

Kenneth Boudreau - Market Analyst



Kenneth holds a Master's degree in International Management from HEC Montréal and has been passionate of aviation since a very young age. Throughout his studies and experience he has developed an extensive background in analytical thinking and has been recognized as someone who understands what it takes for a group to succeed.

While working as an external consultant on an HEC Montréal project, he developed and diversified a Brazilian company's current product offering and internationalized their marketing efforts while receiving a scholarship for his

work. Experience with multiple government agencies and crown corporations have allowed Kenneth to solidify his multidisciplinary project management skills.

At Explorer Solutions, Kenneth is involved with economic and market development projects. His proven track record in marketing and agility in governing complex projects makes him a great addition to the Explorer Solutions team.



6. Implementation Period

See Appendix A.

7. Contact Persons

Contact person for the client: Charity Speich Contact person for the Supplier: Christian Perreault

8. Budget

8.1 Fixed price compensation:

Our professional fees for Phase 2 are set at \$125,000 USD. This amount includes travel expenses up to \$12,500 USD. If travel cost and expenses run over \$12,500 USD, the extra costs and traveling fees will be charged to the client and payable within the 30 days, following the invoicing date. All travel cost will be presented to the client ahead of time for written approval. Airfares are always booked in economy class; overnights are booked in 3 or 4 star hotels; car rental are booked in standard class with mileage include where available and meals are calculated on a 75\$/day per diem.

8.2 Invoicing and payment:

The fixed professional fees are payable in fourteen (14) monthly installments of \$8,928.57 USD. The installment will be invoiced the first day of each month and are payable in the next 30 days.

9. Signature

For Explorer Solutions,

eau

Christian Perreault Senior Partner



10. Timetable

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Steps																																																										
Launch meeting																																																										
Recruitment document preparation and strategy																																																										
Non-Disclosure agreement																																																										
Meet, contact and attract companies to the steering committee																																																										
Partner's Handbook																											1														1				1													
First steering committee																																																										
Preliminary report																																																										
Business plan preparation																																																										
Workforce gap analysis and strategy																																																										
Financial Model																																																										
Newsletters and company networking																																																										
Second steering committee meeting																																																										
Letters of interest																																																										
Final Report Phase 2																																																										

AIRLINE TERMINAL LEASE CHIPPEWA VALLEY REGIONAL AIRPORT (SkyWest Airlines, Inc.)

The Chippewa Valley Regional Airport Commission, an airport commission created by Eau Claire County under Chapter 114 of the Wisconsin Statutes, ("Lessor"), and SkyWest Airlines, Inc., ("Lessee"), duly organized as a corporation under the laws of Utah, hereby agree as follows:

WHEREAS, the Lessor operates a commercial airport owned by Eau Claire County, commonly known as the Chippewa Valley Regional Airport, located at Eau Claire, Wisconsin; and

WHEREAS, the Lessee constitutes a common carrier, licensed to provide air transportation services in interstate commerce for both passengers, mail and freight; and

WHEREAS, the Lessee desires to provide air transportation services to and through the above-cited airport; and

WHEREAS, the Lessor desires that the Lessee provide such services; and

WHEREAS, the Lessee desires to lease certain premises at the said airport for the purposes of facilitating the performance of air transportation services in and through Eau Claire, Wisconsin;

NOW, THEREFORE, this lease made for and in consideration of the promises and mutual covenants and agreements herein contained:

I. PREMISES:

The Lessee does hereby hire and take from the Lessor, the following premises, facilities, rights, and privileges, on and in connection with the property and improvements of the Lessor known as the Chippewa Valley Regional Airport, situated in the City of Eau Claire, Chippewa and Eau Claire Counties, State of Wisconsin.

A. <u>Common Space</u>.

The Lessee, each Affiliated Airline and their respective employees, contractors, subcontractors, passengers, guests, patrons and invitees shall be entitled to use, in common with the Lessor, and with other tenants, independent contractors and invitees of the Lessor, the premises of the airport, together with all facilities, equipment, improvements and services which have been or may hereinafter be provided thereupon, in connection with and related to the air transportation services above described, which use shall generally include the following:

(1) The handling, ticketing, billing and manifesting of passengers, baggage, cargo, property, express, and mail in air transportation by Lessee or on behalf of any other certified air transportation company.

- (2) The operating, repairing, maintaining, servicing, parking, or storage of aircraft or other equipment owned or operated by the Lessee; provided, however, that this paragraph shall not be intended to require the Lessor to provide hangar space.
- (3) The training at the Airport of personnel actually in the employ or to be employed by the Lessee, and the testing of aircraft and equipment owned or operated by the Lessee, it being understood that such training is not to be construed as the right to establish or operate a training school as a separate activity.
- (4) The right from time to time, but not as a regular course of business, to sell and dispose of the Lessee's aircraft, engines, accessories, and other equipment or supplies, engine oil, and fuel, insofar as the said right may be incidental to the Lessee's operation of its air transportation system but not otherwise, it being expressly understood and agreed that this subsection shall not be construed as authority to conduct a separate business by the Lessee, provided, however, that the Lessee shall not sell engine oil or fuels except where reciprocal agreements require the Lessee to service aircraft or other certified airlines or where fuel of the type is not available from the fuel concessionaire.
- (5) The landing, taking off, loading, unloading, repairing, maintaining, conditioning, servicing, parking, storage, and testing of aircraft or other equipment including, without limiting the generality hereof, the right to load and unload Lessee's aircraft, or the aircraft of any other certified air transportation company adjacent to a convenient entrance to the terminal building at loading gates located on the loading apron.
- (6) The right to load and unload passengers, property, freight, express, supplies, and mail by such motor vehicles or other means of conveyance as the Lessee may desire or require in the operation of its air transportation system.
- (7) The right to install and operate a reasonable number of identifying signs on the Airport; provided, however, that the general type, size and location of such signs shall be subject to the written approval of the Lessor, which approval shall not be unreasonably withheld.
- (8) The right to install, maintain, and operate, at the expense of the Lessee, such radio communications, meteorological and aerial navigation equipment and facilities on the Airport as may be necessary, in the opinion of the Lessee for the operations; provided, however, that the location of such equipment and facilities shall be subject to approval by the Lessor, which approval shall not be unreasonably withheld.
- (9) The rights and privileges granted the Lessee under this Article with respect to the performance of ground services and activities in connection with its air transportation operations at the Airport; may be exercised by the Lessee for

and on behalf of any other air transportation company or companies authorized by the Lessor to use the Airport or for or on behalf of the Lessee by such other company or companies. Without limitation, such rights and privileges shall be deemed to include all activities incidental to the handling of reservations, the ticketing of passengers, the receipt, dispatch, loading, unloading, and handling of passengers and their baggage, property cargo, mail, and other ramp, repair, maintenance, storage, fueling, communication, and dispatching services incidental to the operation of aircraft at the Airport; providing, however, that the Lessor reserves the right to designate the locations within which all the activities authorized under this entire lease shall be conducted.

B. Space in and Adjacent to Terminal Building.

The Lessee shall have use of 3,172 square feet, more or less as exclusive space and 2,993 square feet as joint-use space, located in the terminal building, as identified with reference to a drawing entitled Exhibit "A", attached hereto and incorporated herein by reference. Lessor reserves the right to reallocate any space referred to herein during the term of this Lease. If the reallocated space contains more or less square footage than provided in Exhibit "A", the rent shall be adjusted on the basis of the rent per square foot then being paid by Lessee. Lessor shall give Lessee at least sixty (60) day's notice of any pending reallocation. Reallocation shall not substantially interfere with Lessee's right to provide air transportation to and through the Chippewa Valley Regional Airport. Lessor shall pay the cost of moving Lessee to the reallocated space. Lessee agrees to surrender the space in as good condition as existed on the date Lessee entered into possession thereof hereunder, except for reasonable wear and tear.

C. <u>Public Space in Terminal Building</u>.

The Lessee and its employees, passengers, and guests, in common with others, shall have use of all public space in the terminal building. Such public space includes without limitation, lobby and waiting room areas, hallways, restrooms, and other public and passenger convenience areas.

D. <u>Prohibiting Possessing, Carrying or Bearing Any Firearm or Weapon within County-</u> <u>Owned Building</u>.

Both parties acknowledge and agree that Eau Claire County Ordinance § 9.46.010 prohibits persons other than persons exempted by Eau Claire County Ordinance § 9.46.080 (i.e. law enforcement officers) from possessing, carrying or bearing any firearm or weapon within county-owned buildings. Lessee agrees that said prohibition shall be in full force and effect during the lease term and shall pertain to all persons entering the leased premises. Lessee agrees to promptly report any violations of this prohibition to law enforcement personnel. The County agrees to sign the leased premise so as to give reasonable notice of the weapons restriction to all persons entering the leased premises except those meeting transportation security regulations.

E. <u>Parking Space</u>.

The Lessee and its employees shall be allotted at no additional charge six (6) parking spaces in the designated employee parking area, which number shall be subject to change depending upon the number of employees who work at and from the Airport.

F. <u>Right of Ingress and Egress</u>.

The Lessee, its employees, agents, invitees and licensees shall have the full right of ingress and egress to the premises of the leasehold for all purposes contemplated under this lease, subject to and consistent with present and future security regulations of the Federal Aviation Administration.

II. TERM: HOLDING OVER.

A. <u>Term</u>.

Subject to earlier termination as otherwise provided in this lease, the term of this lease shall commence effective March 1, 2016, and terminate February 29, 2018. In addition to the rights of cancellation as set forth in IX. and X., either party may cancel this Lease at any time, upon ninety (90) days written notice as long as such cancellation conforms to state and federal law and regulations.

B. <u>Holding Over</u>.

If Lessee remains in possession of the Premises after the termination of this Agreement, such holding over shall not be deemed as a renewal or extension of this Agreement, but shall create only a tenancy from month to month under the terms and conditions set forth herein.

III. RENTALS AND FEES.

The Lessee agrees to pay to the Lessor for the use of the premises, lands, licenses, services, and privileges granted hereunder, the following rental fees and charges, all payable in monthly installments. Lessor has recently completed the expansion and remodeling of the passenger terminal and may consider implementing a new cost accounting/cost recovery methodology, either of which would impact rentals and fees. Lessor and Lessee agree that any impact on rentals and fees would result in re-negotiation of same. Absent any agreement on a revised cost recovery methodology, the rates and charges outlined in this Section will remain in effect through the term.

A. <u>Premises Rental</u>.

(1) The Lessee agrees to lease the premises above-described at I. B. and pay to the Lessor as rent during the term of this lease installments as follows: ten (10) equal payments of \$6,444.45 per month for the period March 1, 2016 through December 31, 2016; twelve (12) equal payments of \$6,637.41 per month for the period January 1, 2017 through December 31, 2017; two (2) equal payments of \$6,835.66 per month for the period January 1, 2018 through February 29, 2018. The lease rate shall be \$24.38 per square foot in 2016, \$25.11 per square foot in 2017, and \$25.86 per square foot in 2018 for exclusive use of the ticket counter, offices and lounge area, air freight office

and the baggage makeup and baggage claim area. The space allocated to each function above described shall be determined with reference to Article I.

- (2) Hold Room/Sterile Boarding Lounge (2,993 square feet) shall be charged by a formula, at the current annual square foot rate, based on monthly enplaned passengers among various scheduled and charter air carriers that utilize this space should the airport seek an agreement on the new cost accounting/cost recovery methodology for rentals and fees.
- B. Landing Fees.
 - (1) During the term of this lease the Lessee agrees to pay to the Lessor the following landing fees for each one thousand (1,000) pounds of approved maximum landing weight for all actual aircraft revenue trip arrivals, inclusive of charter flights, of the Lessee at the Airport during each month or a minimum landing fee whichever is greater.
 - (a) For the period from March 1, 2016 through December 31, 2016, \$1.29 per 1,000 pounds.
 - (b) For the period from January 1, 2017 through December 31, 2017, \$1.33 per 1,000 pounds.
 - (c) For the period from January 1, 2018 through February 29, 2018, \$1.37 per 1,000 pounds.
 - (2) The aforementioned landing fees shall not apply when an aircraft scheduled to arrive or depart from CVRA returns to the Airport because of meteorological, mechanical or similar emergency or precautionary factors.
 - (3) Lessee agrees to deliver to the Lessor at the address set forth in Paragraph XIII. J. of this lease on or before the 10th day of each and every month a written report showing Lessee's aircraft revenue-trip arrivals at the airport during the preceding month as well as the number of passengers boarding per month in Eau Claire. The report shall include pounds and types of aircraft and maximum Federal Aviation Administration approved gross landing weights of each type of aircraft involved. The monthly report shall also include the following information: monthly boardings, on-time and completion performance.
- C. <u>De-icing Permit Fee.</u>

Lessee agrees to pay the de-icing/anti-icing annual permit fee, the cost of which will be communicated to the Lessee on or before November 1 of each year and established by the Lessor, payable on or before January 31 of each year, as well as the monthly per gallon charge for conducting de-icing/anti-icing operations established by the Lessor. D. <u>Utilities and Services Included</u>.

Included with the leasehold interest is the heat, air conditioning, electricity, water, sewerage and janitorial services reasonably required for the use of the premises by the Lessee.

E. Payment Dates.

Both rental and landing fee payments shall be due and payable on the first (1st) day of each month. Rent shall be paid in advance and landing fees on a one (1) month delay basis, provided that in no case will said amount(s) be payable until thirty (30) days after receipt by Lessee of an invoice therefore from Lessor.

F. <u>Passenger Facility Charges</u>.

The Lessor reserves the right to assess and collect Passenger Facility Charges subject to terms and conditions and such methods of collection set forth in the Aviation Safety and Capacity Expansion Act of 1990, section 9110 (the "PFC Act"), as may be amended from time to time. Passenger Facility Charges may be used to fund the local share of projects for which Airport Improvement Program grants are received by Lessor and no depreciation or amortization charges for eligible construction costs funded from the proceeds of a Passenger Facility Charge shall be included in the determination of rates for Lessee rentals and fees. The Lessee shall be responsible for collecting and holding all PFC's due and payable from its operation and those of any Affiliated Airline.

IV. RIGHT TO PURCHASE SUPPLIES AND MATERIALS.

The Lessee shall have the full right of purchasing at the Airport its requirements of food, beverages or other supplies used in conjunction with the serving of in-flight meals or beverages as well as its requirement of gasoline, fuel, lubricants, oil, grease, or any other material or supplies from any person or company of its choice, and no charges, fees, or tolls of any kind except as herein expressly set forth, shall be charged by the Lessor directly or indirectly against the Lessee or its suppliers for the privilege of using, storing, withdrawing, handling, consuming or transporting the same to, from or on the Airport.

V. OTHER FEES AND CHARGES.

The Lessor agrees that no charges, fees licenses, excise or operating taxes or tolls, other than herein expressly provided, shall be charged or collected by it directly or indirectly from the Lessee or its passengers, suppliers of materials or furnishers of services, for the uses authorized under Article I. of this lease, provided, however, that nothing herein shall be construed to prevent the Lessor from charging persons other than the Lessee, fees for the privilege of operating concessions for the purpose of selling products or furnishing services to the public upon the Airport.

VI. STORAGE FACILITIES.

The Lessee may, at its own expense, erect, install, and maintain on the Airport premises such storage facilities excluding hangars, shops, and freight buildings, as it may determine to be necessary for use in connection with its air transportation system for engine fuels, oil, greases, and for other supplies and equipment, whether underground or on the surface, at a location as may be mutually agreed upon between the Lessor and Lessee, together with the necessary pipes, lines, and appurtenances incidental to the use thereof. The Lessee understands that the erection by it of structures upon the premises of the Airport shall be subject to mutually acceptable agreements related thereto, entered into between the Lessor and Lessee which shall require at a minimum leasing the land upon which any structures are located at the then current land lease established by Lessor and that they shall be erected in conformity with all local ordinances and state laws and regulations. No restrictions shall be placed upon the Lessee unless otherwise agreed upon by the Lessor and Lessee.

VII. MAINTENANCE, OPERATION AND REPAIR OF AIRPORT.

- A. Lessor agrees to maintain and operate, as required by appropriate governmental agencies, the Airport in all respects in a manner at least equal to the highest standards or rating for airports of similar size and character. Lessor agrees that it will furnish and keep the public space in the terminal building in good repair, will keep air conditioning, water, heat and adequate lights for public space and to keep such public space in a clean, neat, orderly and sanitary condition. Lessor agrees to furnish lights, heat, water, air conditioning and janitorial service to Lessee's business resulting from the performance of maintenance or the making of repairs by the Lessor. Lessor shall schedule such necessary repairs so as to interfere with operations of the Lessee as little as possible under the circumstances then pertaining.
- B. Lessee, except as hereinafter provided, shall not call on Lessor for any of the following janitorial services or nonstructural repairs to its exclusive or joint use space and Lessee shall, at its sole expense and in a manner acceptable to Lessor:
 - (1) Maintain its exclusive use space in reasonably good, tenantable condition, normal wear and tear and casualty damage excepted, and in compliance with all applicable laws, rules and regulations.
 - (2) Maintain the aircraft ramp area in a neat, clean, and orderly condition, free from litter, debris, refuse, petroleum products, or grease that may result from its operations; and remove from its aircraft parking positions, all oil, fuel, and grease spillage that occurs in violation of applicable environmental laws attributable to Lessee's operations.
 - (3) Perform, at its sole expense, ordinary preventive maintenance and ordinary upkeep and nonstructural repair of all exclusive use space, personal property, and equipment.

VIII. AIRPORT REGULATIONS.

The Lessor reserves the right to adopt and enforce reasonable rules and regulations with respect to the use of the Chippewa Valley Regional Airport premises, which the Lessee, its employees and patrons shall observe and obey. The Lessee further agrees to observe and obey all laws, ordinances, regulations and rules of the federal, state or local governments, which may be applicable to its operations hereunder. The existing regulations are located in the Eau Claire County Code of General Ordinances.

The Lessee acknowledges that this lease is subordinate to Federal Aviation Administration Grant Assurances.

IX. CANCELLATION BY LESSOR.

Lessor, at its option, may declare this Agreement terminated on the occurrence of any one or more of the following events, and may exercise all rights of entry and re-entry of Lessee's exclusive use space and joint-use space:

- A. If the rentals and fees, or other money payments that Lessee herein agrees to pay, or any part hereof, shall be unpaid on a date same becomes due provided for in this agreement.
- B. If Lessee fails to operate at least five (5) weekly scheduled passenger service departures from the Airport, for a period of thirty (30) days or more.
- C. In the event that the Lessee shall file a voluntary petition in bankruptcy or that a proceeding in bankruptcy shall be instituted against it and the Lessee is thereafter adjudicated bankrupt pursuant to such proceedings, or that the Court shall take jurisdiction of the Lessee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act, or that a receiver of the Lessee's assets shall be appointed, or that the Lessee shall be divested of its estate herein by other operation of law (except that operation of law shall not be deemed to include a merger or consolidation), or be prevented by any final action of any federal or state authority from conducting and operating its transportation system for the carriage of persons, property, and mail by aircraft at and through the Airport, or that the Lessee shall fail to perform, keep, and observe any of the terms, covenants, and conditions herein contained and required on the part of the Lessee to be performed, kept or observed, the Lessor may give the Lessee notice in writing to correct such conditions or cure such default and if any such condition or default shall continue for ninety (90) days after the receipt of such notice by the Lessee, the Lessor may, after the lapse of said ninety (90) day period and prior to the correction of or curing of such condition or default, terminate this lease and the term hereby demised shall thereupon cease and expire in the same manner and to the same effect as if it were the expiration of the original term.
- D. The acceptance of rental by the Lessor, for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by the Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this lease for such default.

- E. No waiver or default by the Lessor of any of the terms covenants, or conditions hereof to be performed, kept, and observed by the Lessee shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by the Lessee.
- F. The breach by Lessee of any of the covenants and agreements herein contained and the failure of the Lessee to remedy such breach for a period of sixty (60) days after receipt of written notice of the existence of such breach.

X. CANCELLATION BY LESSEE.

- A. The Lessee, in addition to any other right or cancellation or any other rights herein given to the Lessee, may cancel this lease in its entirety and terminate all or any of its obligations hereunder at any time, upon ninety (90) days written notice, upon or after the happening of any one of the following events:
 - (1) The failure or refusal of the Federal Aviation Administration to continue the right of the Lessee to operate into and from said Airport.
 - (2) The termination of the Lessee's obligations or right, if any exists at the time of execution of this lease, imposed by contract or otherwise, to the federal government for the carriage of United States airmail to, from, or through the Metropolitan area of the City served by the Airport.
 - (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of said Airport, and the remaining in force of such injunction for a period of at least thirty (30) days.
 - (4) The breach by the Lessor of any of the covenants and agreements herein contained and the failure of the Lessor to remedy such breach for a period of sixty (60) days after receipt of written notice of the existence of such breach.
 - (5) The inability of the Lessee to use said premises and facilities continuing for a longer period than thirty (30) days, whether due to law or order, rule or regulation of any of the governmental authorities having jurisdiction over the operations of the Lessee, or due to war, sabotage, earthquake, or other casualty which is not a result of the negligent acts or negligent omissions of Lessee or its employees, or due to the assumption by the United States government or any authorized agency thereof of the maintenance and operation of said Airport and facilities or any substantial part or parts thereof, so as to impair the operations of the Lessee.
 - (6) Any action of the Federal Aviation Administration refusing to permit the Lessee to operate such aircraft as the Lessee may reasonably desire to operate into, from and through the Airport; provided that all such aircraft have been previously approved by the Federal Aviation Administration.
- B. No waiver or default by Lessee of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by the Lessor shall be construed to be or act as a waiver by the Lessee or any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by the Lessor.

XI. NONDISCRIMINATION COVENANTS.

A. <u>Nondiscrimination</u>.

The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- (1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- (2) No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, creed, color, sex, national origin, or ancestry, disability as defined in Section 504 and the Americans with Disabilities Act (ADA), arrest or conviction record (consistent with s. 111.32 s. HSS 83.12(3), and s. HSS 83.13(6), sexual orientation, political affiliation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.
- (3) In the construction of any improvements and the furnishing of services, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- (4) The Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

B. <u>Affirmative Action Requirements</u>.

The Lessee agrees it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E., to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered sub-organizations as required by 14 C.F.R. Part 152, Subpart E., to the same effect shall so conform.

XII. AMERICANS WITH DISABILITIES ACT COMPLIANCE

In connection with the performance of work under this Agreement, the Lessee agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. The Lessee is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its Agreement with the Lessor, a public entity. The Lessee is specifically notified that it is subject to federal requirements to

assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its Agreement with Lessor, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. The Lessee shall provide a similar notice to all its subcontractors.

XIII. INDEMNIFICATION AND INSURANCE.

A. <u>Independent Contractor</u>.

The relationship of the Lessee to the Lessor shall be that of an independent contractor. Nothing in this lease shall be constructed so as to deem the Lessee, its employees or agents as employees of the Lessor. The Lessee shall carry Workmen's Compensation coverage for its employees and agents as required by state law. The Lessee has no authority to incur any obligation for or on behalf of the Lessor.

B. Fire and Liability Insurance and Indemnification.

The Lessee agrees fully to indemnify and hold the Lessor harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third person of their property, caused by the fault or negligence of the Lessee, its agents, or employees, in the use or occupancy of said leased premises by the Lessee; provided, however, that the Lessee shall not be liable and shall be held harmless by the Lessor for any injury or damage or loss occasioned by the gross negligence or willful misconduct of the Lessor; and provided, further, that the Lessor shall give to the Lessee prompt and reasonable notice of any such claims or actions and the Lessee shall have the right to investigate, compromise, and defend the same.

(1) The Lessee shall procure from a reputable company authorized to do business in Wisconsin and keep in force products and general liability insurance for the leased premises and shall furnish the Lessor with a certificate of such insurance, with respect to which the Lessor shall be named as an additional insured insuring Lessor's liability relative to Lessee's use of the leased premises and the conduct of its businesses.

(2) COVERAGES: (Minimum)

Bodily Injury	\$1,000,000 per occurrence
	\$1,000,000 annual aggregate
Property Damage	\$1,000,000 per occurrence
Minimum Umbrella	\$10,000,000

(3) The Lessee shall procure from a reputable company authorized to do business in Wisconsin and keep in force aircraft liability insurance evidencing aircraft liability with respect to its aircraft operations and shall furnish Lessor with a certificate of such insurance, with respect to which the Lessor shall be named as an additional insured insuring Lessor's liability relative to Lessee's operation in or about the airport arising out of Lessee's use of aircraft.

- (4) Each party agrees to insure its property against loss covered by the standard fire and extended coverage insurance policy plus special extended coverage endorsement; and each party hereby waives all claims against the other for loss or damage to the property which each has hereunder agreed to insure.
- C. <u>War Risks Liability Insurance</u>.

The Lessee will keep in force war risks liability insurance coverage provided by the United States Government and shall furnish Lessor with a certificate of such insurance, with respect to which the Lessor will be named as an additional insured insuring Lessor's liability relative to Lessee's use of the leased premises and the conduct of its business.

D. Environmental Liability Insurance.

The Lessee shall procure from a reputable company authorized to do business in Wisconsin and keep in force environmental liability insurance in an amount no less than \$3,000,000 to comply with Environmental Laws including management of Hazardous Materials and shall furnish the Lessor with a certificate of such insurance with respect to which the Lessor shall be named as an additional insured insuring Lessor's liability relative to Lessee's operation in or about the airport and the conduct of its business.

Lessee shall not cause or permit any Hazardous Materials, to be stored or used on or about the premises by Lessee, its agents, employees, licensees or contractors, except in compliance with Environmental Laws as hereinafter defined.

Lessee shall comply with all local, state, and federal laws, ordinances, regulations, and orders relating to industrial hygiene, environmental protection, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials, (collectively, "Environmental Laws") on or about the premises.

Lessee shall, at its expense, procure, maintain, and comply with any necessary permits, licenses, and other governmental and regulatory approvals required for Lessee's use of the premises, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the premises. Lessee shall in all respects handle, treat and manage any and all Hazardous Materials on or about the premises in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous Materials. Except for lawful discharges, emissions, or releases of Hazardous Materials, Lessee shall cause any spent or waste Hazardous Materials it generates to be removed from the premises and to be properly managed in compliance with Environmental Laws. Upon the expiration or earlier termination of the term of this lease except for lawful or deminimis releases of Hazardous Materials, Lessee shall cause all Hazardous Materials it owns, possesses, controls or is otherwise responsible for to be removed from the premises in compliance with all applicable Environmental Laws; provided, however, that Lessee shall not enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to such Hazardous Materials in any way connected with the premises, without first notifying the Airport Manager of Lessee's intention to do so and affording the Airport Manager ample opportunity

to appear, intervene, or otherwise appropriately assert and protect the Commission's interest with respect thereto.

If at any time Lessee shall become aware, or has reasonable cause to believe, that any Hazardous Material used, owned, possessed or controlled by, or for which the Lessee is responsible for, has come to be located on or about the premises in violation or potential violation of Environmental Laws, the Lessee shall, immediately upon discovery of the presence or suspected presence of the Hazardous Material, provide the Airport Manager with written notice of that condition. In addition, Lessee shall immediately notify the Airport Manager in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened against Lessee concerning its unlawful use or release of any Hazardous Material on the premises pursuant to any Environmental Laws, (2) any claim or threatened claim by any person against Lessee or its use of the premises relating to damage, contribution, cost recover, compensation, loss, or injury resulting from or claimed to result from the unlawful use of any Hazardous Materials on the premises by the Lessee, and (3) any reports made by the Lessee to any local, state, or federal environmental agency arising out of or in connection with any allegations of violation or potential violation of Environmental Laws associated with Hazardous Materials used on, or removed from, the premises by the Lessee, including any complaints, notices, warnings, or asserted violations in connection therewith. Lessee shall also supply to the Airport Manager as promptly as possible, and in any event within five (5) calendar days after Lessee first received or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations in connection therewith. Lessee shall promptly deliver to the Airport Manager copies of hazardous waste manifests concerning its lawful disposal of all Hazardous Materials generated and removed from the premises by the Lessee.

Except to the extent caused or contributed to by the Lessor, its agents or employees, or other tenants of the Airport, Lessee shall indemnify, and hold harmless the Lessor, its officers, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages, costs, or expenses (including reasonable attorneys' fees consultant fees, and expert fees) for the death of or injury to any person or damage to the premises or any property whatsoever, arising from the Lessee's failure to comply with and Environmental Laws or any covenants, terms or conditions relating to environmental matters in this Lease. Lessee's obligation under this Paragraph shall include any and all reasonable investigation costs incurred in connection with any unlawful release of Hazardous Materials on the premises by the Lessee, and any associated costs of any required repair, cleanup, decontamination or remediation of the premises and the preparation and implementation of any required closure, remediation, or other required action in connection therewith. Lessee's obligations under this Paragraph shall survive the expiration or earlier termination of the term of this lease concerning the premises for a period of two (2) years.

E. <u>Workers Compensation Insurance</u>. The Lessee shall maintain worker's compensation insurance as required by Wisconsin Statues, for all employee engaged in work.

IX. GENERAL TERMS AND PROVISIONS.

A. <u>Quiet Enjoyment</u>.

The Lessor agrees that, upon payment of the rent and performance of the covenants and agreement on the part of the Lessee to be performed hereunder, the Lessee shall peaceably have and enjoy the leased premises and all the right granted to the Lessee hereunder.

B. <u>Surrender of Possession</u>.

- (1) The Lessee agrees to yield and deliver to the Lessor possession of the premises exclusively leased herein at the termination of this lease, by expiration or otherwise, or of any renewal or extension hereof, in as good condition as existed on the date the Lessee entered into possession thereof hereunder, except for reasonable wear and tear.
- (2) Removal of Lessee's Fixtures and Personal Property.

Upon the termination of this agreement, or of any renewal hereof, the Lessee may remove any fixtures or other personal property owned by it and placed upon the premises, other than fixtures installed to replace those owned by the Lessor; provided, however, that the Lessee leave the premises in the same condition of repair and tenantability as they were in prior to the addition of such personal property or fixtures.

C. <u>Unlawful or Impermissible Use of Premises</u>.

The Lessee shall keep and use the premises only for the purposes described generally at I., above, and for no other or any unlawful purpose whatsoever.

D. <u>Personal Property and Fixtures of Lessor Situated Upon the Leasehold</u>.

The agreement constitutes a lease to the Lessee of the above-described premises, together with all personal property and fixtures owned by the Lessor and situated thereupon or affixed thereto. It is agreed by and between the parties hereto that the Lessee shall not remove any personal property or fixtures owned by Lessor from the above-described premises during or at the conclusion of its leasehold without prior written consent of the Lessor.

E. <u>Redecorating and Alterations</u>.

It is agreed upon by and between the parties hereto that, barring prior written consent in an instrument executed with the same formality as this agreement, the Lessee shall not redecorate, alter or in any way change the nature of the premises which are the subject of this lease agreement.

F. <u>Nonassignability</u>.

The Lessee shall not at any time assign this lease or any part thereof, without the consent in writing of the Lessor which consent shall not be unreasonably withheld; provided, however, that the Lessee may assign this lease upon written notice to the Lessor without such consent to any corporation with which the Lessee may merge or

consolidate or which may succeed to the business assets or any substantial part thereof of the Lessee.

G. <u>Entry by Lessor</u>.

The Lessor may at any and all reasonable times enter the leased premises to view the same or to exhibit the same to subsequent lessees or purchasers.

H. <u>Breaches - Nonwaiver</u>.

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

I. <u>Condition of the Premises at Time of First Possession</u>.

The Lessee accepts the leased premises in their present condition and agrees that no repairs or alterations are necessary to prepare the same for its intended uses.

J. <u>Notices</u>.

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

Lessor: Airport Manager	Lessee: Vice President, Customer Service
Chippewa Valley Regional Airport	SkyWest Airlines, Inc.
3800 Starr Avenue	444 South River Road
Eau Claire, WI 54703	St. George, UT 84790

K. <u>Nonexclusivity Clause</u>.

The Lessee shall have the right and privilege of engaging in and conducting commercial airline services on the premises of the Chippewa Valley Regional Airport under the terms and conditions as set forth hereinafter, provided, however, that this agreement shall not be construed in any manner to grant to the Lessee or those claiming under it the exclusive right to use the premises and facilities of said Lessor other than those premises leased exclusively to the Lessee hereunder.

L. <u>Modification</u>.

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

M. <u>Vending Concessions Not Included</u>.

This lease shall not be construed as permitting or allowing the Lessee to install any vending concessions in the terminal building, without limitation because of

enumeration hereinafter, serving food, candy, non-alcoholic or alcoholic beverages, cigarettes, magazines or newspapers.

N. <u>Successors and Assigns</u>.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

O. <u>Severability</u>.

Should any Article or any part of any Article of this agreement be rendered void, invalid, or unreasonable by a court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other Article or any part of any Article in this agreement.

- P. <u>Other Terms</u>.
 - (1) Approvals.

Whenever in this lease reference is made to approval or consent of Lessor, it is agreed that such approval or consent shall not be unreasonably withheld.

(2) Federal Aviation Administration.

Whenever the term "Federal Aviation Administration" is used in this agreement, it shall be construed as referring to the Federal Aviation Administration of the United States Department of Transportation created by the United States Congress and the President of the United States under the Federal Aviation Act of 1958, or to such other agencies or agency of the federal government having similar jurisdiction over the airline or its business.

Q. <u>Destruction of Leased Premises</u>.

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

In the event the premises shall be rendered wholly or partially unfit for use by fire or other casualty either party may terminate the lease upon fifteen (15) days written notice.

In the event the leased premises are rendered wholly or partially unfit for use by the Lessee, the Lessee has the option of vacating the said premises during the period of repair, during which period, until the premises are again ready for at least partial occupancy, no rent shall accrue or, in the alternative, it may consider the lease agreement to have been terminated. In case the leased premises should be rendered partially unfit for use by the tenant by fire or other casualty to the extent that more than fifty percent (50%) of the value of the said premises unless the Lessor promptly proceeds to repair or eliminate the conditions which constitute a health hazard. If the Lessor proceeds to repair the said premises and the Lessee remains in possession,

rent shall abate to the extent that the Lessee is deprived of the full, normal use thereof.

In the event the premises shall be rendered wholly or partially unfit for use by fire or other casualty the Lessor shall not be responsible for any damages, of any kind, whatsoever, suffered by Lessee, including, but not limited to lost profits.

R. Jurisdiction and Venue.

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

S. <u>Integration</u>.

This agreement constitutes the entire agreement of the parties hereto and shall supersede all prior written and oral agreements relating to the subject matter hereof. The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Lessee and the Lessor relating to the subject matter.

T. <u>Airport Security Plan</u>.

Lessee agrees to comply with the intent of Transportation Security Regulations (TSR) 14 CFR Part 1542, Airport Security and Lessor's policies as outlined in Lessor's Transportation Security Administration approved Airport Security Plan, and as amended. Lessee further agrees fines levied upon Lessor through enforcement of 14 CFR Part 1542 or 14 CFR Part 139, Certification and Operations: Land Airport Serving Certain Air Carriers, because of acts by Lessee's employees, agents, suppliers, guests or patrons, shall be borne by Lessee.

U. Subordination.

This Lease shall become subordinate to the provisions of any existing or future agreement between Lessor and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport. The Lessee acknowledges this lease is subordinate to Federal Aviation Administration Grant Assurances regardless of the impact on the expenditure of federal or state funds for the development of the airport.

X. AUTHORITY TO ENTER INTO AGREEMENT

By signing below, the parties affirm and acknowledge that they have read and understand this Agreement and its Attachments, if any, consisting of nineteen (19) typewritten pages; they have authority to enter into this Agreement on behalf of the Entity, Corporation, Commission or County they are signing for; they are knowingly, freely, and voluntarily entering into this Agreement; and that they accept and agree to be bound by the terms and conditions of this Agreement and its Attachments as outlined in this Agreement.

The headings, which describe the provisions of this Lease Agreement are intended only for convenience of reference and are not to be considered in construing this instrument.

Both parties hereto, having read and understood the entirety of this agreement, consisting of eighteen (18) typewritten pages, hereby affix their authorized signatures.

CHIPPEWA VALLEY REGIONAL AIRPORT COMMISSION (LESSOR) BY:

Charity Speich Airport Director

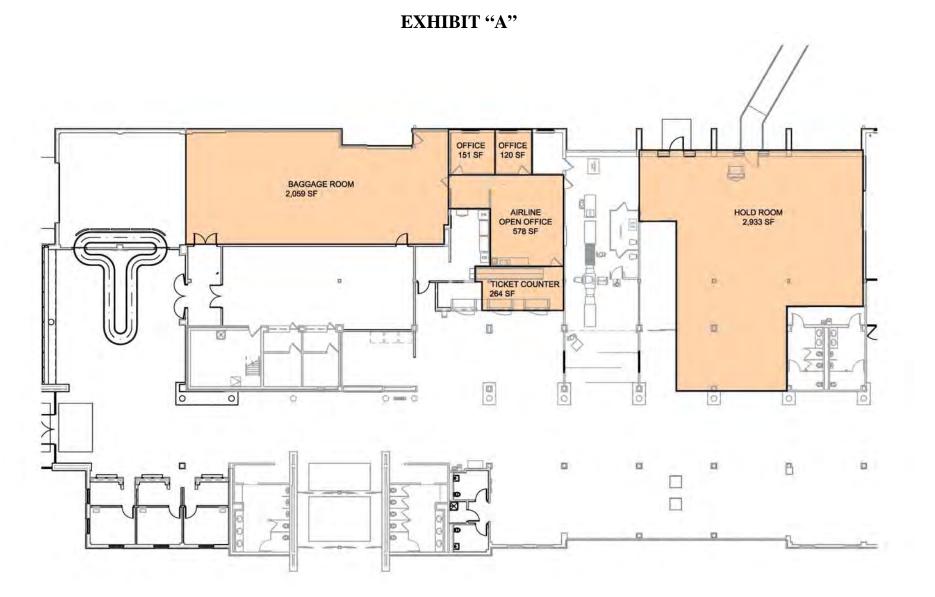
(Date)

SKYWEST AIRLINES, INC. (LESSEE) BY:

James K. Boyd Vice President, Customer Service

CNTX\CNTX-3 SKYWEST AIRLINES

(Date)



LAND LEASE FOR PURPOSE OF CONSTRUCTION OF A HANGAR AT THE CHIPPEWA VALLEY REGIONAL AIRPORT

This, Lease, entered into by and between the Chippewa Valley Regional Airport Commission, hereinafter referred to as the Lessor and <u>Jim Olson</u>, hereinafter referred to as the Lessee.

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

1. <u>PROPERTY DESCRIPTION</u>. The Lessor does hereby grant, demise and lease unto Lessee the following described tract of land at said airport with respect to which Lessee is to have for the term of this Lease the exclusive use of said tract (herein the "Premises") described as follows: (See Hangar J3 on the attached Exhibit "A" North Hangar Area site plan dated September 2, 2015)

Hangar J3 lease lot size is (Hangar Size ft x ft).

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

Federal Aviation Administration (FAA) Form 7460 shall be submitted and approved prior to construction. During Construction, Lessee shall follow the Construction Safety Phasing Plan (CSPP) submitted to the FAA with the Form 7460 and any other requirements indicated as a result of the FAA review process.

<u>Subject to Unavoidable Delays, as defined below, hangar construction shall be</u> <u>substantially completed no later than</u>. If the hangar is not substantially completed by _____, this lease agreement shall be considered terminated.

"Unavoidable Delays" means delays, outside the control of the party claiming its occurrence, which are the direct results of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the improvements being constructed, litigation commenced by third parties which, in injunction or other similar judicial acts, directly results in delay, or acts of any federal, state, or local government unit which directly results in delays.

3. <u>TERM</u>. The term of this Lease shall be for a period commencing on through ______.

4. <u>RENT</u>. The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of <u>per square foot or </u>payable on ______each year. At the end of each year, rent shall be adjusted to the then current rates established by the Commission.

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

6. <u>AIRPLANE REQUIRED</u>. On the commencement date of this Lease, the Lessee shall maintain an airplane on the premises. A Lessee who does not own or maintain an aircraft on the commencement date of this Lease, shall have sixty (60) days to obtain an aircraft, or get approval for an extension of this date. If at the end of said sixty (60) days Lessee has not obtained an airplane, Lessee agrees to begin efforts to sell the hangar. This 60-day time period may be extended at the discretion of the Airport Manager. If a Lessee sells its aircraft, the above also applies. The Lessee is not to assign this Lease or sublet. The Lessor may request proof of aircraft ownership or usage rights from the Lessee during the term of this Lease.

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

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

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

10. <u>LAW APPLIED</u>. The laws of the State of Wisconsin shall govern this Contract and executed amendments thereto. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be exclusively in Eau Claire County Circuit Court, Eau Claire, Wisconsin.

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

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

12. <u>MAINTENANCE</u>. The Lessee will maintain the structures and facilities occupied by it and the surrounding premises in good order and make such repairs as are necessary. In the event of fire or any other casualty to structures and facilities owned by the Lessee, the Lessee may repair or replace structure or facility, or remove the damaged property and restore the leased area to its original condition; such action shall be accomplished within ninety (90) days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

13. <u>USE</u>. The Lessee shall use the leased premises exclusively for the storage of aircraft owned or leased and operated by the Lessee and the necessary tools, equipment, and parts acquired for the service of said aircraft. Storage of non-aviation items is prohibited without written approval of the airport manager.

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

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

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

16. <u>SIGNS</u>. The Lessee agrees that no signs or advertising matter may be erected without the written consent of the Lessor.

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

18. <u>MAINTENANCE/REPLACEMENT OF PAVED AREAS</u>. Lessee will be responsible for maintaining and replacing any paved area reserved specifically for the use of Lessee and not eligible for federal funds. The paved parking area associated with this lease is described as:

19. <u>LEASE AND TRANSFER</u>. The Lessee may not, at any time during the term of this Lease, assign or transfer this Lease or any interest therein, without the prior written consent of the Lessor. It is agreed that the Lessee shall not remove any structure or facility located on the leased premises unless requested to do so by the Lessor.

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

21. <u>NOTICES</u>. Notices required or advisable under the terms of this Lease shall be communicated by either personal delivery or certified mail to the following named representatives of the parties hereto: Lessor - Airport Manager, Chippewa Valley Regional Airport, 3800 Starr Avenue, Eau Claire, WI, 54703; Lessee -

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

23. <u>DEFAULT</u>. If Lessee should be in default under any of the provisions, terms and conditions of this Lease and such default shall continue to exist after receipt by Lessee of fifteen (15) day's written notice, Lessor shall terminate the Lease without prejudice to its rights to recover damages against Lessee.

24. <u>BREACH NON-WAIVER</u>. Neither the failure of the Lessor to strictly enforce all the terms of this Lease or acceptance of rent by Lessor after any breach by Lessee, nor any delay on the part of the Lessor to strictly enforce the provisions hereof, shall operate or be deemed a waiver of any rights or remedies accruing by law to Lessor by reason of any subsequent breach.

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

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

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

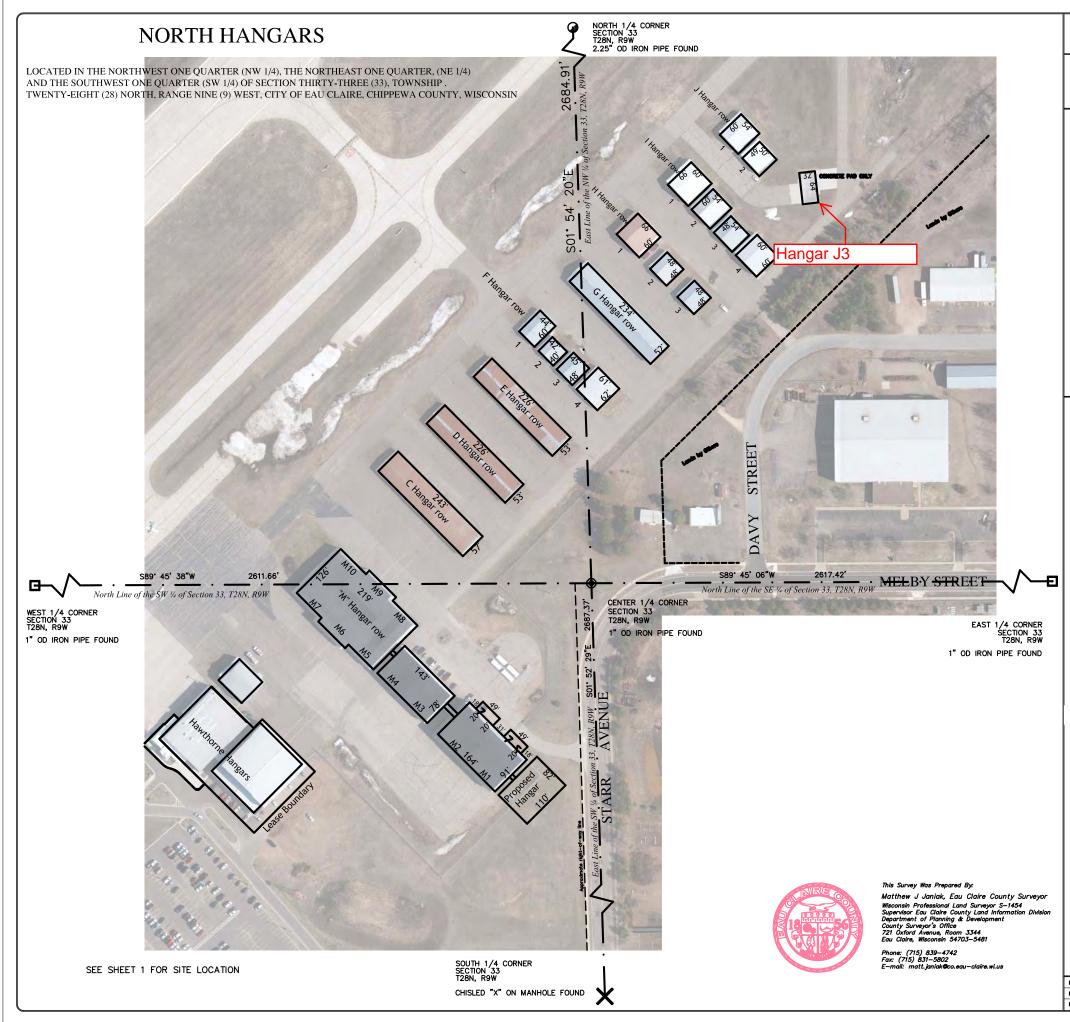
28. <u>SAVINGS CLAUSE</u>. In the event that any provision of this Lease shall be held invalid or unenforceable, no other provision of this Lease shall be affected by such holding, and all of the remaining provisions of this Lease shall continue in full force and effect pursuant to the terms hereof.

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

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

31. <u>AUTHORITY TO ENTER INTO AGREEMENT</u>. By signing below, the parties affirm and acknowledge that they have read and understand this Agreement and its Attachments, if any, consisting of five (5) typewritten pages; they have authority to enter into this Agreement on behalf of the Entity, Corporation, or County they are signing for; they are knowingly, freely, and voluntarily entering into this Agreement; and that they accept and agree to be bound by the terms and conditions of this Agreement and its Attachments as outlined in this Agreement.

MAKE & MODEL OF AIRCRAFT TO BE STORED:	
AIRCRAFT REGISTRATION NUMBER:	
NAME OF INSURANCE COMPANY:	
ADDRESS OF INSURANCE COMPANY:	
EFFECTIVE DATE OF COVERAGE:	
EXPIRATION DATE:	
LESSOR – CHIPPEWA VALLEY REGIONAL AIRPORT BY:	
	(Date)
LESSEEBY:	
	(Date)
CNTX/AIRPORT LAND LEASE HANGAR J3 10-2-15	



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3800 Starr Aver Eau Claire, Wis	consin 54703	¥
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	(IN FEET) 1 inch = 120 ft.	
	LEGEND	MONUMENT
	1969 J 10010 2111 PL 100 AND AND AND	September 2, 2015 NEYOR DATE
FIELD WORK BY: DJR/MJJ	ATHEW J JANAK, EAU CLAIRE COUNTY SUB SCONSIN PROFESSIONAL LAND SURVEYOR S COMPUTED BY: M. JANIAK	E \SDBKPROG\AIRPORT\DWD\
Field Book Number: 71 Field Book Pages: 46	DRAFTED SY: D. ROTH CHECKED BY: MJJ	Hangar Leases 2015 Exhibit B.dwg SHEET NUMBER: 3 OF 5