

CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING AGENDA

Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin

January 14, 2025 - 8:00 a.m.

2024-2026 Board Members: Chair Chris Dickinson - Marathon County, Vice Chair Julie Morrow - Portage County, Brent Jacobson - Marathon County, Dave Ladick - Portage County, Tom Seubert - Marathon County, Kurt Kluck - Marathon County, Rick Rettler - Portage County

Mission Statement: *Provide premier access to the world through aviation and be a catalyst for economic growth in our communities.* **Vision Statement:** *To be the airport of choice for central and northern Wisconsin.*

The monthly meeting of the Central Wisconsin Joint Airport Board will have the option for members and the public to call-in via telephone conference. Airport Board members and the public may join the meeting by calling 1-469-480-4192 and enter Conference ID 586 086 871#. The conference line will be open to calls five (5) minutes prior to the meeting start time listed above.

- 1) Call to Order by Chair Dickinson at 8:00 a.m.
 - a) Pledge of Allegiance
- 2) Approval of Minutes of the December 10, 2024 Board Meeting
- 3) Public Comment Period: 15-minute time limit
- 4) Review and Possible Action on Wausau FCCLA Art Selection
- 5) Review and Possible Action on Rental Car Concession Agreements
- 6) Staff Reports
 - a) Director Report
 - i) Air Service Update
 - ii) Statistical Report
 - iii) Flight Schedule
 - iv) Legislative Update
 - b) Financial Reports
 - i) Revenues and Expenses
 - ii) Budget Comparison
 - iii) PFC Update
 - c) Operations and Project Reports
 - i) Update on Airport Operations
 - ii) Update on Transient Hangar and GA Terminal Projects
- 7) Ovation
 - a) Fixed Base Operator Report
- 8) Next Scheduled Meeting Date: **March 11, 2025 at 8:00 a.m.**
- 9) Adjournment

Any person planning to attend this meeting who needs some type of special accommodation to participate should call the County Clerk's Office at 715-261-1500 or e-mail countyclerk@co.marathon.wi.us one business day before the meeting.

CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING MINUTES

CENTRAL WISCONSIN AIRPORT TERMINAL

Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin

December 10, 2024 - 8:00 a.m.

Airport Board:	Chris Dickinson, Chair Dave Ladick Brent Jacobson – Absent Rick Rettler	Julie Morrow, Vice Chair Kurt Kluck Thomas Seubert – Excused
Staff:	Brian Grefe, Airport Director Julie Ulrick, Badging Coordinator	Mark Cihlar, Assistant Airport Director Dave Drozd, Finance Director
Visitors:	Karl Kemper, Becher Hoppe Marco Espinoza, GFO Aviation Trisha Sirny, Wausau West HS	Josh Harris, Ovation Jim Fredericksen, Operations Supervisor Sadie Peissig, Wausau West HS

Call to Order: Meeting called to order by Chair Dickinson at 8:00 a.m.

Approval of Minutes: *Motion by Ladick, second by Kluck to approve the minutes of the November 12, 2024 board meeting. Motion carried unanimously.*

Public Comment Period: None.

Review and Possible Action on 2025 Legislative Initiatives:

In collaboration with the Wisconsin Airport Management Association and its Legislative Committee, airport staff have identified and recommend support of the following 2025 legislative initiatives: Enhance communication with Federal and State Legislators; increase resources for Wisconsin airports; and facilitate project development for Wisconsin airports. These initiatives were developed in response to the identified needs of airports throughout Wisconsin. If successful, they would directly benefit CWA and improve overall aviation infrastructure and services in the state.

Motion by Ladick, second by Rettler to approve the proposed 2025 legislative initiatives and direct staff to pursue them as resources and time allow. Motion carried unanimously.

Review and Possible Action on Wausau West FCCLA Art Proposal:

In October, Wausau West High School FCCLA student Sadie Peissig and Trisha Sirny, her advisor, contacted airport staff about the possibility of installing a high school student art display at CWA. The proposed installation would showcase the top works of talented student artists from the Wausau School District. Art teachers from Wausau School District art classes would be asked to submit some of their top pieces to Sadie and Trisha to review. Multiple top pieces showing good principals of art and design would be selected by Sadie and Trisha and brought to the Airport Board for selection and final approval. Approximately four to eight pieces are expected to be displayed.

Motion by Kluck, second by Morrow to approve the student art proposal, with the Airport Board having final art work selection authority, and direct staff to develop a four-year agreement for displaying student art at the airport. Motion carried unanimously.

Review and Possible Action on Resolution R-02-24 Approving Central Wisconsin Airport Passenger Facility Charge Application #6 and Amendments:

Staff have been working with Leibowitz & Horton to amend two current PFC applications and submit one new PFC application. Applications #17-04-C-02-CWA and #19-05-C-00-CWA will be amended to replace current approved collection amounts to actual costs. New PFC application #6 includes eleven PFC eligible projects and would allow collection authority of \$1,805,935. Air carrier PFC notification packets were mailed out and no negative feedback was received. ***Motion by Kluck, second by Morrow to approve Resolution R-02-24 Approving CWA Passenger***

Facility Charge Application #6 and Amendments and for staff to submit the resolution, application #6 and amendments to the FAA for approval. Motion carried unanimously.

Staff Reports:

Director Report – Brian Grefe

Rental Car Concession Update – Current car rental contracts expire February 28, 2025 and a request for proposals has been posted. Several operational requirements will be revised in the new contracts, particularly for late incoming flights. Changes will be discussed with the consultant and finalized contracts will be brought to the board for approval.

Air Service Update – American indicated they will be upgauging one of their daily flights to a larger Embraer 170 aircraft in March, bringing extra seats into the market.

Statistical Report – The November statistical report shows total operations down 40.6% on the month, up 10.0% on the year. There were no cancellations for the month. Enplanements are down 35.2% on the month, up 10.0% on the year. Load factors ranged from 69.7% to 74.0%.

Flight Schedule – No changes.

Legislative Update – No updates.

Financial Reports – Dave Drozd:

Revenues and Expenses – November revenues end the month at 75.75% of budget. Annual PFC interest allocation is still being calculated at a county level and will be a revenue addition. Expenses end the month at 65.43%, but will see an increase with upcoming payments for projects, debt service and insurance expense.

Budget Comparison – The November budget comparison report shows revenues \$520,744 over expenses.

Operations & Project Reports – Mark Cihlar:

Update on Airport Operations – Maintenance staff is ready for snow and did plow for one snow event that provided a good refresher for staff.

Update on Airport Projects – The ARFF vehicle contract was awarded and final options and features will be finalized in the near future. The manufacturer is about 600 days out on contract execution. The transient hangar project should have design out as soon as next week to go out for bid. The bid period will be extended due to the holidays, with bid opening likely late January. The GA terminal project has moved into a detailed design phase. Woolpert was provided additional feedback and weekly meetings will be held to keep the project moving forward.

Ovation – Fixed Base Operator Report:

Ovation received their new deice truck and performed first services last week. Another substantial investment was their acquisition of a new GPU. The investments will provide services customers expect. They are still actively looking for an A&P mechanic, but the IA designation is making it more difficult to find the right candidate.

ROLL CALL VOTE TO GO INTO CLOSED SESSION pursuant to Wis. Stat. 19.85(1)(c) For the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility: To wit contract and annual performance appraisal of Airport Director Brian Grefe:

8:52 a.m. Motion by Ladick, second by Rettler to move into closed session. Roll call vote: Dickinson, Ladick, Morrow, Rettler, Kluck. All ayes.

MOTION TO RETURN TO OPEN SESSION (No Roll Call vote needed):

9:54 a.m. Motion by Rettler, second by Ladick to return to open session. Motion carried unanimously. No announcement following closed session.

Next Scheduled Meeting Date: January 14, 2025 at 8:00 a.m.

Adjournment: *9:55 a.m. Motion by Rettler, second by Kluck to adjourn. Motion carried unanimously.*

Julie Ulrick, Recording Secretary



Agenda Item Summary

Airport Board Meeting Date: January 14, 2025

Agenda Item Title: #4) Review and Possible Action on Wausau FCCLA Art Selection

Staff Responsible: Brian Grefe, Airport Director

Background: In October 2024, Wausau West High School FCCLA student Sadie Peissig and her advisor, Trisha Sirny, contacted airport staff about the possibility of installing a student art display at the Central Wisconsin Airport (CWA). At last month's Central Wisconsin Joint Airport Board Meeting (December 2024), the Board authorized moving forward with an Agreement with Wausau West High School's FCCLA to install select student art. The selection process is at the discretion of the board. Wausau West Student Sadie Peissig will present a selection of student art pieces from Wausau East and Wausau West High Schools for consideration by the Central Wisconsin Joint Airport Board.

Timeline: Selected art will be displayed for approximately one year. At the conclusion of the year, Wausau West FCCLA staff and students will recommend new art to the Board for approval to replace the artwork selected today. The term of this agreement is four years. It is anticipated that there will be an annual selection.

Financial Impact: N/A

Contributions to Airport Goals: This proposed student art installation helps to achieve the 2025 goals of: #4 Promote CWA, and # 6 Improve and Maintain Facilities. The installation would foster goodwill in the communities served by the airport, provide an opportunity for a joint media event with the Wausau School District, and enhance the visual appeal of the passenger terminal building.

Recommended Action: Wausau West FCCLA Student Sadie Peissig and her advisor, Trisha Sirny, and airport staff recommend selecting four pieces of artwork, two from Wausau West HS, and two from Wausau East HS for a "Art in Flight" installation in the terminal building.

Attachment(s) Art Installation Agreement

ART INSTALLATION AGREEMENT

This ART INSTALLATION AGREEMENT (The "Agreement") is made this 14th day of January 2025, by and between the County of Marathon and the County of Portage (municipal corporations of the State of Wisconsin) by their CENTRAL WISCONSIN JOINT AIRPORT BOARD, (hereinafter referred to as "Board") and the WAUSAU WEST FAMILY, CAREER, AND COMMUNITY LEADERS OF AMERICA ORGANIZATION (hereinafter referred to as FCCLA Organization). The Board and FCCLA are sometimes referred to herein collectively as the "Parties".

WHEREAS, the Board, is authorized by Wis. Stat. §114.11 (1973), to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport and passenger terminal building; and

WHEREAS, the FCCLA Organization is located in Wausau West High School, in which it is a student-led organization. One of these participants is a senior, Sadie Peissig, who is also an art student. The FCCLA adviser is Trisha Sirny and the Wausau West art teacher is Samantha Slowiak, East art teacher is Joel Pataconi.

WHEREAS, the FCCLA Organization desires to install a student-made art display "Art in Flight" as a temporary art installation. The displays will be initially selected by teachers and final selections of artworks to be displayed will be made by the Board. Four artworks will be chosen and displayed from each of the Wausau High Schools (East, West).

WHEREAS, the Board owns and manages the commercial service passenger terminal building, and specifically within the concourse ("Site"); near the exit of the terminal

WHEREAS, the Board desires to enter into an Agreement with the FCCLA Organization to authorize the installation at the Site. The term of the agreement is to be four years, beginning in January 2025, and artwork will be exchanged through the same process in annual rotation.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. INSTALLATION

- a. Site. The Board grants FCCLA Organization non-exclusive use of the Site as authorized by and at the sole discretion of the Board's Airport Director, and in compliance with all security regulations, directives and policies, and the Board's Airport Rules and Regulations. FCCLA Organization's access to the site must be coordinated in advance with airport staff. Access is not guaranteed and is subject to the Rules and Regulations. The set up and construction of the installation shall be limited to February, 2025.
- b. Dates and Times. FCCLA Organization is permitted to use the Site for a period of time, in accordance with the times listed in Section 1.a., and Section 3 of this Agreement.
 - i. During the setup period as specified in Section 1.a., and Section 3, FCCLA Organization will deliver and setup all artwork and other display items and temporary structures needed for the production of Art in Flight ("Set Up"), including but not limited to existing art, wire, vinyl, cloths and other necessary equipment in accordance with the terms of this Agreement.
 - ii. Immediately following the Set Up period, FCCLA Organization will remove all items and equipment used in the production of Art in Flight and remove any trash and debris from the site.
 - iii. Immediately following the Set Up period, FCCLA Organization will tear down and remove all items and equipment used in the production of Art in Flight and remove any trash and debris from the Site.

- c. Intended purpose. The parties intend that the purpose of the Art in Flight installation is to provide a proper, interesting, contextual site for the display of local student-created art.
- d. Admission. No fee shall be charged in association with Art in Flight

2. FEES

There shall be no fees paid to the FCCLA Organization for Art in Flight. FCCLA Organization shall be responsible for all development and installation costs.

3. TERM

This Agreement shall Begin on February 1, 2025 And remain in effect through January 31, 2028.

- A. Termination for Convenience. The Agreement may be terminated for convenience by the Board before the term ending date. The Board shall not be responsible for any contractual obligations or reimbursable expenses, or expectation costs of FCCLA Organization to any of its vendors, artists, installers or any other oblige of FCCLA Organization. The Board shall not be responsible for any damages associated with termination of this Agreement prior to the term outlined above.
- B. Extensions. The Board may decide to extend the display of Art in Flight past the term ending date.

4. COPYRIGHT APPROVAL

The FCCLA Organization agrees to comply, fully with all copyright laws, in force and effect at the time of development of Art in Flight. FCCLA Organization will not use Board design marks or logos without first obtaining express written permission of the Board's Airport Director.

5. INDEMNIFICATION

- A. FCCLA Organization agrees to indemnify, save, and hold harmless, and defend the Board, it's Commissioners, officers, employees, volunteers, contractors, and agents against any losses, claims, damages, liabilities, actions suits, proceedings costs, or expenses that these indemnities may suffer, incur or sustain or for which it or they may become liable (including not limited to mechanics liens, personal and bodily injury to or death of person or loss or damage to property) resulting from arising out of or relating to any negligence or intentional misconduct in the performance of FCCLA Organization under this Agreement, and any negligence or intentional misconduct by FCCLA in its use of the site. The obligation to indemnify the board shall survive termination of this agreement.
- B. Board agrees to indemnify, save and hold harmless and defend the FCCLA Organization, it's students, commissioners, officers, employees, volunteers, contractors, and agents against any losses, claims damages, liabilities, actions suits, proceedings costs, or expenses that these in deputies may suffer, incur or sustain, or for which or they may become liable (including limited mechanics and bodily injury to or death of person or loss or damage to property) resulting from arising out of or relating to negligence or intentional misconduct in the performance of Board under this agreement, and any negligence or intentional misconduct by Board and its use of the Site. The obligation to indemnify the FCCLA Organization shall survive termination of this Agreement.

6. FORCE MAJEURE

It is mutually agreed that no Party shall be held responsible for any losses, resulting from the failure to fulfill any terms or conditions for provisions of this Agreement, if the party shall be delayed or prevented because of war revolution, riot, or other disorder, fire, flood, or act of God.

7. NOTICE

All notices required herein shall be in writing and shall be deemed received when copy thereof, addressed to such party as provided herein, is delivered by personal delivery, or the next business day after being sent by a generally recognized overnight delivery service, or three (3) days after being sent

by certified or registered mail return receipt requested, postage prepaid, to the address listed below or in such other address as one party may designate in writing to the other party.

For the Board
Central Wisconsin Airport
100 CWA Drive
Suite 227
Mosinee, WI 54455

For Wausau West FCCLA Organization
Attn: Trisha Sirny
607 12th St.
Mosinee, WI 54455
Phone: (715)-630-4348

8. ASSIGNS

All the terms and conditions of the Agreement are binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns. Neither party may assign this Agreement except with written consent of the other party.

9. SEVERABILITY

In the event that any provision of the Agreement is deemed to be invalid by reason of the operation of any law or by reason on the interpretation placed thereon by any court of any other governmental body, this Agreement shall be construed as not containing such provision, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

10. GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with the internal laws of the State of Wisconsin, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Marathon County in the State of Wisconsin. Nothing in this Agreement shall be construed as Board waiving its statutory limitations, affirmative defenses and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

11. AMENDMENTS

No changes, amendments, modifications, or discharge of the Agreement, or any part of it are valid unless in writing and signed by the authorized agents of the Parties or their respective successors and assigns.

12. NO PERSONAL LIABILITY

- a. Wausau West FCCLA Organization expressly agrees that no member, official, employee or agent of the Board will be individually or personally liable to it, its successors or assigns under any term or provision of this Agreement or because of his or her execution or attempted execution of this Agreement or in the event of any default or breach by the Board or under this Agreement. The limitations on liability in this Section shall survive the expiration or termination of this Agreement and the expiration or termination of any obligation owing to any Party under this Agreement.
- b. Board expressly agrees that no member, official, employee, or agent of the FCCLA Organization will be individually or personally liable to it, its successors or assigns under any term or provision of this Agreement or because of his or her execution or attempted execution of this Agreement or in the event of any default or breach by the FCCLA or under this Agreement. The limitations on liability in this Section shall survive the expiration or termination of this Agreement and the expiration or termination of any obligation owing to any party under this Agreement.

13. ENTIRE AGREEMENT

This Agreement and the Exhibits attached to it, constitutes the entire Agreement between the Parties, and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon the Agreement that are not expressly addressed in the Agreement.

14. AUTHORITY

The individual officers, agents and employees of FCCLA Organization, and the Board who have executed this Agreement hereby individually represent and warrant that they have full power and lawful authority to execute this Agreement and perform the transactions contemplated hereunder on behalf of and in the name of their respective principles and/or employers.

15. OTHER LAWS AND PERMITS

The FCCLA Organization, shall be responsible for securing any additional permits from agencies other than the Board and shall assume responsibility for properly following all applicable City, County State and Federal laws, codes, and procedures.

IN WITNESS WHEREOF, the Parties to the Agreement have caused it to to be executed and delivered by their duly authorized representatives as of the date first above written.

Central Wisconsin Joint Airport Board

Wausau West High School FCCLA Organization



Agenda Item Summary

Airport Board Meeting Date: January 14, 2025

Agenda Item Title: #5) Review and Possible Action on Rental Car Concession Agreements

Staff Responsible: Brian Grefe, Airport Director

Background: The existing rental car concession agreements with Avis, Budget, Enterprise, and National expire the end of February. In preparation for this, airport staff and CWA's financial consultant Leibowitz & Horton Airport Management Consultants, Inc. started a request for proposals (RFP) process for new three-year agreements. The RFP was issued on November 21, 2024. A non-mandatory preproposal conference was held on December 3rd, 2024, with interested firms. The Proposal opening is January 10, 2025. Because the proposal will be opened after this Board meeting agenda was published, results will be discussed at the meeting. This procurement follows current Marathon County procurement code.

Timeline: If approved, all agreements will begin on March 1, 2025, and terminate on February 28, 2028. Between now and March 1, airport staff will make any necessary modifications to the premises as necessary to accommodate the new contracts.

Financial Impact:

- The terminal rental rate remains unchanged at \$22.76 per square foot per year through December 31, 2025, but can be increased if the rates increase for other terminal tenants.
- The parking rental rate increases from \$50 per stall per month to \$75 per stall per month in Year 1, and then \$80 and \$90 in Years 2 and 3, respectively. Assuming four proposals have been received, that equates to an additional \$208,040 in parking revenues during the three-year term of the agreement.
- The CFC rate of \$4.00 remains unchanged but is set by resolution and can be changed if needed.
- The minimum acceptable minimum annual guarantee (MAG) per proposal was increased from \$20,000 per year in the 2021 RFP to \$35,000 per year. It is in the best interest of the Airport and the rental car operators that the 10% percentage fee exceed the MAG they propose, but this higher acceptable minimum MAG provides increased protection to the Airport should rental car gross revenues decline.

Contributions to Airport Goals: 2025 Annual Goal #2 is "Improve Car Rental Services". As discussed in the annual planning session for 2025, this new contract extends the required minimum staffing hours to one hour before and after each arriving commercial flight, up from 30 minutes. This addresses a common complaint from passengers that rental car offices are at times closed before bags are delivered by the airlines serving the airport. This new contract also improves call-in procedures. It does not require early morning staffing, which was identified as a customer service opportunity.

Recommended Action: Airport staff recommend approving all Concession Agreements for Non-Exclusive Rental Car Concessions as presented.

Attachment(s): Draft Concession Agreement for Non-Exclusive Rental Car Concession, CWA CFC Policy

CONCESSION AGREEMENT

NON-EXCLUSIVE RENTAL CAR CONCESSION
Central Wisconsin Airport
Mosinee, Wisconsin

between

Central Wisconsin Joint Airport Board

and

Concessionaire

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SAMPLE

**RENTAL CAR CONCESSION
Central Wisconsin Airport
Mosinee, Wisconsin**

THIS CONCESSION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Marathon and the County of Portage (municipal corporations of the State of Wisconsin) by their **CENTRAL WISCONSIN JOINT AIRPORT BOARD**, (hereinafter referred to as "Board") and " _____", (hereinafter referred to as "Concessionaire"), a _____ (entity type) d/b/a _____ brand.

WITNESSETH:

WHEREAS, Board controls, owns, operates, and maintains an airport in Marathon County, Wisconsin, known as Central Wisconsin Airport (hereinafter referred to as "**Airport**"), and has the power to grant rights and privileges with respect thereto, and

WHEREAS, the Board has determined it to be in the best interests of the public and the Board to enter into this Agreement with Concessionaire to provide non-exclusive rental car concession services at the Airport pursuant and subject to the terms and conditions hereunder,

NOW, THEREFORE, it is mutually agreed as follows:

DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement:

1. "ACDBE" shall mean airport concession disadvantaged business enterprise as that term is defined by 49 CFR Part 23.
2. "Airport Director" shall mean the Airport Director of the Central Wisconsin Airport, or his or her designee.
3. "Gross Revenues" as used herein shall mean, as determined in the reasonable discretion of the Board, all amounts charged to its customers by Concessionaire for or in connection with agreements it secures through its operations and business at the Airport, regardless of whether such amount is actually paid to or received by Concessionaire. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Concessionaire by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Concessionaire's operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to

Concessionaire's customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.

Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Concessionaire of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions set forth below:

- Federal, state, county, city or International sales, use, or excise taxes now in effect or hereinafter levied on Concessionaire's operations which are separately stated on customers' rental contracts and collected from customers of Concessionaire;
- Those fees referred to in this Agreement as Customer Facility Charges, "CFCs" which for the purpose of this Agreement shall include all customer facility charges, authorized by the Board (Resolution R-02-17, effective March 1, 2017) and as may be amended;
- Amounts received specifically for loss, conversion and abandonment of or damages of vehicles or other property of Concessionaire, other than any administration fees;
- Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Concessionaire's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and
- Reimbursements for amounts actually paid for speeding tickets, parking tickets, red light tickets, tolls and toll violations, and towing and impound fees from its customers to pass through without markup to an independent third party with no amount being retained by Concessionaire. However, any amounts collected above the pass through amount shall be included as Gross Revenue under this Agreement.

4. "Leasehold Improvements" shall mean all improvements and equipment which are affixed to the Leased Premises and which cannot be removed without material damage to the Premises.
5. "Operations Year" shall mean March 1 through February 28 or 29 of each year.
6. "Personal Property" shall mean all movable property of the Concessionaire not directly related to the rental car operations of the privileges granted hereunder, including, office furniture, office equipment, and office supplies.
7. "Refurbish" or "Refurbishment" shall mean the routine repainting or redecoration of public areas within the Leased Premises, as necessary, including the replacement or repair of worn carpet, tile, furniture, or furnishings.

8. "Rental Car" or "Motor Vehicles" shall mean motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, station wagons, four-wheel drive vehicles, passenger vans, sport utility type vehicles, and pick-up trucks rated three-quarter ton or less. Concessionaire shall not park, store or rent from Premises any vehicles except Motor Vehicles as defined herein that it owns or rents and are properly available for rental as provided herein.
9. "Rental Car Facility" shall mean the rental car facility adjacent to the commercial terminal building at the Airport.
10. "Terminal Building" shall mean the commercial terminal building at the Airport.
11. "Trade Fixtures" shall mean all non-affixed items, except expendables and Personal Property, which can be removed without damage to the Leased Premises, including cash registers, safes, patron tables and chairs, display fixtures, signs and the like.
12. "Transaction" shall mean the execution of an agreement or contract for the rental of a Motor Vehicle; or, the payment of funds or completion of a cash or credit transaction for payment for rental of a Motor Vehicle; or delivery of a Motor Vehicle to a customer for use in exchange for cash, credit or any other consideration.
13. "Transaction Day" shall mean each twenty-four (24) hour period or portion thereof, for which a customer of a Rental Car Concessionaire rents, or otherwise enters into a similar arrangement for the use of a Motor Vehicle and for which the Rental Car Concessionaire collects revenue from the customer. Late returns (after twenty-four (24) hours) shall be considered a Transaction Day.

SECTION 1 – LEASED PREMISES

a. Board hereby leases to Concessionaire and Concessionaire hereby agrees to lease from Board the following premises, which, collectively, are hereinafter called the "Leased Premises":
_____ (XXX) square feet of counter/office/queuing area (Counter ___) in the Rental Car Facility and Block # ___ in the ready/return area containing approximately ___ ready/return parking spaces outside and adjacent to the Rental Car Facility. Said Leased Premises is more particularly shown on **Exhibit A1 and Exhibit A2** attached hereto and by this reference made a part hereof.

b. Concessionaire agrees that its Leased Premises have been inspected by Concessionaire and are accepted and will be occupied by Concessionaire on an "as is" basis. The Concessionaire specifically waives any covenants or warranties regarding the Premises, including but not limited to any warranty of suitability and warranty of fitness.

SECTION 2 – TERM

The term of this Agreement is for a three (3) year period commencing on March 1, 2025, and terminating on February 29, 2028, unless sooner terminated or canceled as hereinafter provided.

SECTION 3 – USES, PRIVILEGES, BRANDING AND OBLIGATIONS

Concessionaire shall have the following uses, privileges, and obligations in connection with its use of the Leased Premises:

- a. The non-exclusive right, privilege, and obligation to conduct and operate a Rental Car concession at the Airport. Concessionaire shall furnish good, prompt and efficient service and shall at all times have available a sufficient number of Vehicles to meet all reasonably foreseeable demands of the traveling public. Concessionaire is limited to operating the brand specifically listed in their submitted proposal. It being understood that no more than one brand under rental car agencies who are owned by the same parent Concessionaire may operate from any one concession space during the term of this agreement. Concessionaire understands and agrees that it shall not engage in any other business on the Airport under this Agreement. Concessionaire shall be prohibited from operating at the Airport under any brand other than the brand it designated on its Qualifications Form.
- b. The right, privilege, and obligation to rent and check-in rental vehicles, including the right to offer for sale related collision damage waiver protection, personal injury and accident insurance, personal effects insurance, and such other travel or vehicle related coverage offered in connection with and incidental to the rental of a vehicle and occupy operations office, storage, and Ready and Return car parking spaces. It is the intent of this Agreement that the rental car customers of Concessionaire will operate the vehicle rented only from the ready spaces provided herein, and Concessionaire shall not engage in customer shuttle operations of any kind to, from, or on the Airport. This does not prohibit the picking up of a customer from the FBO. No trucks larger than three-quarter ton pickup type/style will be allowed in the ready/return lot unless approved in advance by the Airport Director.
- c. The right of ingress and egress to and from the Premises, over Airport roadways, are subject to such reasonable rules and regulations as may be established by Airport as respecting such use and subject to law.
- d. Concessionaire shall install fixed backwall signage approved in advance in writing by the Director. Digital signage shall not be used for backwall signage. Concessionaire is permitted to have one digital sign on the counter, no larger than 24 inches, to display only information directly associated with their leased brand. If any digital signage is installed, Concessionaire shall provide the Airport with their desired signage content and graphics to be displayed on the monitor for written approval by the Airport Director. Any changes to the signage content and graphics must also be approved in advance by the Airport Director in writing. Third party advertising on the signage is prohibited. Concessionaire shall install no additional signs on or about the Premises without the prior written approval of the Airport Director. For purposes of this Section, signs (including temporary signs) shall include, but not necessarily be limited to, identification signs, company logos, advertising or promotions, photographs, art displays, and the like. Such signs shall be substantially uniform in size, types and location with those of other

concessionaries, and subject to Director's approval, Rules and Regulations, and in compliance with all applicable laws and resolutions. Handwritten, or hand lettered signs are prohibited. Concessionaire shall not place or install any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Leased Premises without the express prior written approval of the Airport Director.

- e. The right for Concessionaire's employees, in common with other employees of tenants of the Rental Car Facility and Terminal Building, to use vehicular parking space provided by Board, subject to the payment of reasonable charges as set by the Board. Employee parking shall only be allowed in those areas designated by the Airport.
- f. *Airport Concession Disadvantaged Business Enterprise Program*
 - a. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, related to the airport concession disadvantaged business enterprises (ACDBE) program. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
 - b. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
 - c. Each year Concessionaire no later than January 15th shall provide to Board the following annual ACDBE information: the name and address of each certified ACDBE with which it has done business during the past federal fiscal year (October through September), a description of the nature of the services performed by and/or items purchased from each firm named, and the total amount spent with each firm named. A sample reporting form is provided as Exhibit C. Concessionaire may use the sample report provided or a form of similar level of detail satisfactory to the Board.

SECTION 4 – RESTRICTIONS ON USES AND PRIVILEGES

The Premises shall be used only for the purposes specified in this Agreement. Concessionaire understands and agrees that Board has the right to grant additional privileges under separate agreements for rental car operations to other companies.

SECTION 5 – PRIVILEGE FEE, RENTS, AND FEES

Subsection 5.1 - Privilege Fee, Rent and Fees.

- a. Privilege Fee. As consideration for the privilege of operating the concession hereunder, Concessionaire shall pay to Board each Operations Year, for the full term of this Agreement, a Privilege Fee. Said Privilege Fee shall be the greater of either the Minimum Annual Guarantee or

the Percentage Fee applicable to Gross Revenues, hereinafter defined, as follows:

1. Privilege Fee – the greater of either:
 - a. ten percent (10%) of the Concessionaire's annual Gross Revenues ("Percentage Fee");

OR

- b. the respective yearly amount shown below as the Concessionaire's Minimum Annual Guaranteed "MAG":

March 1, 2025 to February 28, 2026	\$ _____
March 1, 2026 to February 28, 2027	\$ _____
March 1, 2027 to February 29, 2028	\$ _____

Monthly payment shall be the greater of 1/12th of the respective year's MAG or 10% of reported gross revenues for the previous month. The MAG payment shall be paid in advance on the first (1st) day of each month. On or before the 20th of each month the Concessionaire shall provide the Airport with i) a signed and certified Report of Gross Revenues for the preceding month ii) payment of any Percentage Fee shown to be due for the preceding month, as designated on Exhibit B, attached hereto and made a part hereof.

Once the sum of Privilege Fee payments remitted has reached the MAG in any given Operations Year, the Concessionaire may cease remittance of the 1/12th of the respective year's MAG on the first (1st) day of each month for the remainder of that Operations Year. The Concessionaire shall continue to report and remit each and every month after the annual MAG has been reached the full 10% of reported gross revenues for the previous month.

Concessionaire acknowledges that Privilege Fee payments by Concessionaire to the Board under this Agreement are for Concessionaire's privilege to use the Airport facilities and access the Airport market and are not fees imposed by the Board upon Concessionaire's customers. The Board does not require, but will not prohibit, a separate statement of and charge for the Privilege Fee on customer invoices or rental agreements ("Recovery Fee"), provided that such Recovery Fee meets all of the following conditions: (a) such Recovery Fee must be titled "Concession Recovery Fee," "Concession Recoupment Fee" or such other name first approved by the Airport Director in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other Concessionaire charges (i.e. "above the line"); (c) the Recovery Fee as stated on the invoice and charged to the customer shall be no more than 11.11% of Gross Revenues and shall be specifically included in the Definition of Gross Revenues for purposes of remittance to the Board; (d) Concessionaire shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that the Board is requiring the pass through of such fee.

b. Rent for Premises located in the Rental Car Facility. Concessionaire shall pay to the Board, in advance, on the 1st day of each month the following rent:

1. For the period commencing March 1, 2025 through December 31, 2025, Concessionaire shall pay the sum of Twenty-Two Dollars and Seventy-Six Cents (\$22.76) per square foot per annum for _____ (___) square feet of counter/office/queuing position in the Rental Car Facility. Thereafter, commencing January 1, 2026, January 1, 2027 and January 1, 2028 the per square foot per annum rent shall be the same per square foot per annum rate paid by other tenants at the Airport.

2. For the period commencing March 1, 2025 through February 28, 2026, Concessionaire shall pay the sum of _____ Dollars (\$_____), per month for its Ready/Return Block as shown on Exhibit A2. For the period commencing March 1, 2026 through February 28, 2027, Concessionaire shall pay the sum of _____ Dollars (\$_____), per month. For the period commencing March 1, 2027 through February 29, 2028, Concessionaire shall pay the sum of _____ Dollars (\$_____), per month.

c. Additional Charges and Fees

1. The Concessionaire shall collect the CFCs on behalf of the Airport and remit to the Board, in accordance with the Board's CFC resolution, the full amount of the Transaction Day fee collected from each Rental Car customer.
2. Vehicle Storage. Concessionaire shall pay to the Board, rent for any Vehicles parked on the Airport in any location not included in the Operator's Premises. Vehicles parked in any public parking lot will pay the posted parking rates. Vehicles parked elsewhere shall be assessed an additional fee.
3. Additional fees may include charges for special items or activities including, but not limited to employee parking and badging fees. The Board may assess reasonable, non-discriminatory charges for these special items or activities. All new charges will be reviewed with Concessionaire prior to implementation. Other charges payable by Concessionaire, shall be paid by Concessionaire to Board no later than fifteen (15) days following receipt by Concessionaire of billing therefor.

d. Any and all payments due to the Board by Concessionaire shall be made payable to "Marathon County Treasurer" and remitted to the following address:

Central Wisconsin Airport
Attn: Airport Director
100 CWA Drive, Suite 227

e. Year End Adjustments to Privilege Fees, Rents and Fees.

In the event the amount of payments made during the preceding Operations Year exceeds the total of any payments due for such Operations Year, the excess payment shall be credited against the payments for the next Operations Year, except that any excess payment during the final Operations Year of this Agreement will be returned to the Concessionaire within thirty (30) days after the Airport's acceptance of the final Certified Statement described in this Section.

- f. Concessionaire's Right of Abatement. In any Operations Year where the total deplanements at the Airport decline by 15% or more as compared to the prior Operations Year, the Concessionaire's MAG for such Operations Year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the Board reasonably determines during any Operations Year that a MAG reduction is likely, the Board may waive the Concessionaire's obligations to remit the monthly 1/12th MAG installment payments for any period of time the Board deems appropriate in its sole discretion, but Concessionaire shall continue to remit the Percentage Privilege Fee each month regardless.

SECTION 6 – ACCOUNTING RECORDS

Subsection 6.1 Statements, Books, and Records; Delinquent Rentals.

- a. Monthly Statements; Books and Records. Within twenty (20) days after the close of each calendar month of the term of this Agreement, Concessionaire shall submit to Board, in such detail and on the statement form designated as Exhibit B or as may reasonably be specified by Board, certain information, including but not limited to, the number of Transactions executed during the preceding month, the number of Transaction Days Motor Vehicles were rented during the preceding month, and the statement of its Gross Revenues during the preceding month upon which the percentage payments to Board set forth in Subsection 5.1(a) are to be computed, and CFC collections. Said Exhibit B statement must be signed by a responsible accounting officer of Concessionaire. Board reserves the right to change the form of the monthly statement and to require the submission by Concessionaire of other information pertaining to the Gross Revenues hereunder, and Concessionaire agrees to change the form of its statements to that requested by Board and to provide any such additional information Board may reasonably request. Concessionaire shall keep full and accurate books and records showing all of its Gross Revenues and CFC collections hereunder, and Board shall have the right, through its representatives and at reasonable times, at its own expense, to inspect, examine, copy and audit such books and records. Concessionaire hereby agrees that all such books and records will be made available to

- Board for at least seven (7) years following the period covered by such books and records.
- b. Annual Certified Statements. Each year during the term of this Agreement, Concessionaire shall provide to Board a written statement, certified by an independent Certified Public Accountant, to Board stating that in his or her opinion the Percentage Fees and CFCs paid by Concessionaire to Board during the preceding year pursuant to this Agreement were made in accordance with the terms of this Agreement. Said statement shall be submitted by Concessionaire, to be received by Board within ninety (90) days of the end of each Operations Year. Such statement shall also contain a list of the Gross Revenues and CFCs, by month, as shown on the books and records of Concessionaire and which were used to compute the Percentage Fee payments made to Board during the period covered by said statement.
 - c. Delinquent Rentals and Fees. Without waiving any other right or action available to Board in the event of default in the payment of charges or fees payable to Board, pursuant to this Agreement, Concessionaire shall pay to Board a late payment fee of Fifty Dollars (\$50.00) per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such payment was due and payable until paid.

Subsection 6.2 Audit. Board reserves the right to audit Concessionaire's books and records pertaining to the Leased Premises, at its own expense, at any time for the purpose of verifying the Gross Revenues, Privilege Fee and CFC calculation hereunder for any period three (3) years prior to such audit. If, however, as a result of such audit, it is established that Concessionaire has understated the Gross Revenues or CFCs received from all operations at the Leased Premises by two percent (2%) or more (after the deductions and exclusions herein), the entire expense of said audit shall be borne by Concessionaire. Any additional Privilege Fee or CFCs due shall forthwith be paid by Concessionaire to Board with interest thereon at one and one-half percent (1.5%) per month from the date such additional Privilege Fee or CFC became due.

SECTION 7 – INSTALLATION OF IMPROVEMENTS AND DESIGN, FURNISHING, AND EQUIPPING OF PREMISES

Subsection 7.1 - Building Services

- a. Board Improvements and Services. Board shall initially and upon any renovation or relocation insure and provide occupancy of the Leased Premises to Concessionaire with said Leased Premises meeting all federal, state and local code requirements for the operation of a rental car concession. Board shall provide and maintain water, sewer, general lighting, electrical power, and heating and air-conditioning for the Rental Car Facility. If Concessionaire requires additional lighting, electrical power, water, telephone outlets, or adjustments to the air-conditioning system, such additional improvements or services shall be subject to the prior written approval of Airport Director, and any such approved improvements

or services shall be made at Concessionaire's expense.

- b. Concessionaire's Right to Additional Services. Concessionaire shall have the right, at its own expense, to request and receive telephone services or communication systems, provided that any such services or systems shall require the written approval of Airport Director before installation.

Subsection 7.2 - Approval of Plans and Specifications; Provision of Drawings.

- a. General. Any improvements to be made to or upon the Leased Premises by Concessionaire, and any subsequent alterations or additions to such improvements, shall be subject to the prior written approval of Airport Director. Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, shall be submitted to and receive the written approval of Airport Director before any work or construction is commenced, which shall not be unreasonably withheld or delayed. First-class standards of design and construction shall be complied with in connection with all such work, facilities, and improvements; and all construction shall conform to the general architectural requirements of Airport Director. Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to Airport Director for review prior to commencement of construction; after final approval by the Airport Director, Airport Director shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.
- b. Improvements Conform to Statutes, Ordinances, Etc. All improvements, furniture, fixtures, equipment, and finishes, including the plans and specifications therefore, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations, ul. Any approval given by Board shall not constitute a representation or warranty as to such conformity; responsibility therefore shall at all times remain with Concessionaire.
- c. Approvals Extend to Architectural and Aesthetic Matters. Approval of Board shall extend to and include architectural and aesthetic matters and Board reserves the right to reasonably reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Airport Director approval.
- d. Disapprovals. In the event of disapproval by Board of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Airport Director. Board agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations shall be made in said plans or specifications after initial approval by Board, and no alterations or improvements shall be made to or upon the Leased Premises without the prior written approval of Airport Director.
- e. Provision of As-Built Drawings. Upon completion of any construction project, Concessionaire

shall provide Board two (2) completed sets of as-built drawings in reproducible form as specified by Board. Concessionaire agrees that, upon the request of Board, Concessionaire will inspect the Leased Premises jointly with Board to verify the as-built drawings.

SECTION 8 – TITLE TO IMPROVEMENTS, STRUCTURAL ALTERATIONS, ETC.

Subsection 8.1 Title. All improvements made to the Leased Premises by Concessionaire, and any additions and alterations thereto made by Concessionaire, shall be and remain the property of Concessionaire until the termination of this Agreement (whether by expiration of the term, cancellation, forfeiture or otherwise), at which time said improvements, except for Trade Fixtures, personal property, and expendables, shall become the property of Board, at no cost to Board.

Subsection 8.2 Structural Alterations. Concessionaire shall make no structural alterations to the Leased Premises without the prior written consent of Airport Director.

Subsection 8.3 Alterations and Improvements to Airport. Concessionaire acknowledges that from time to time Board may undertake construction, repair, or other activities related to the operation, maintenance and repair of the Rental Car Facility or Terminal Building which may temporarily affect Concessionaire's operations hereunder. Concessionaire agrees to accommodate Board in such matters, even though Concessionaire's own activities may be inconvenienced, and Concessionaire agrees that no liability shall attach to Board, its members, employees, or agents by reason of such inconvenience or impairment. It is agreed that in the event such activities of Board substantially impair the operations of Concessionaire under this Agreement, the Minimum Annual Guarantee shall be waived during such period of substantial impairment, with what constitutes "substantial impairment" being reasonably determined by Airport Director. Concessionaire agrees that if relocation is required that Concessionaire shall move its operations as reasonably directed by Airport Director and said move is at Board's expense as determined by the Airport Director.

Subsection 8.4 Removal and Demolition. Concessionaire shall not remove or demolish, in whole or in part, any Leasehold Improvements upon the Leased Premises without the prior written consent of the Airport Director which may, at its sole discretion, condition such consent upon the obligation of Concessionaire, at Concessionaire's cost, to replace the same by an improvement specified in such consent.

SECTION 9 – MAINTENANCE OF PREMISES

Subsection 9.1 Airport Maintenance Obligations.

- a. General Maintenance and Operation. Board agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the Airport, including the Rental Car Facility and all appurtenances, facilities, and services now or hereafter connected therewith. Specifically

- included in this obligation is the maintenance of building systems, queuing space in front of the rental car concession counters, and pavement repair for the ready/return parking.
- b. Structural Maintenance. Board shall provide, or cause to be provided, structural maintenance of the Rental Car Facility and shall provide, or cause to be provided, the washing of all windows (on the outside of the Rental Car Facility only) in the Leased Premises at periodic intervals.
 - c. Maintain Access. Board shall, throughout the term of this Agreement, maintain all airport-owned roads on the Airport giving access to the Rental Car Facility in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Rental Car Facility over said road at all times. Board reserves the right to reasonably restrict access to the Rental Car Facility area for automobile deliveries during peak activity periods.

Subsection 9.2 Concessionaire's Maintenance Obligations.

- a. Concessionaire's General Obligations. Except for maintenance of the Rental Car Facility, as provided in Subsection 9.1, Concessionaire shall be obligated, without cost to Board, to maintain the Leased Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Leased Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. All such maintenance and repairs shall be at least of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Airport Director. Concessionaire shall be obligated, without cost to Board, to provide custodial service to Leased Premises, excluding the queuing space in front of the rental car concession counters for which the Board will provide custodial services.
- b. Hazardous Conditions. Upon discovery, Concessionaire shall immediately give oral notice to Board of any hazardous or potentially hazardous conditions in the Leased Premises or in the Rental Car Facility. Any hazardous or potentially hazardous condition caused by the Concessionaire in the Leased Premises shall be corrected immediately by the Concessionaire upon receipt of oral notice from the Airport Director. At the direction of said Airport Director, Concessionaire shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.
- c. Trash and Refuse. Board shall provide, at no cost to Concessionaire, a container for the adequate sanitary handling of all trash and other refuse caused as a result of the operation of the Leased Premises. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from Airport in a reasonably clean and orderly condition so as not to unduly attract rodents, pests, or birds, or create an offensive odor.

- d. Transporting Trash and Refuse. In transporting trash and refuse from the Leased Premises, Concessionaire shall ensure that trash is not strewn around while taking refuse to the dump site. Such disposal shall take place during hours as may be approved by the Board.

SECTION 10 – LIENS, PAYMENT, AND PERFORMANCE BONDS

Subsection 10.1 Construction Surety Bond. Concessionaire shall not allow any liens or encumbrances to be attached to the Leased Premises. Prior to the commencement of any construction or alteration hereunder which exceeds Ten Thousand Dollars (\$10,000) in cost, Concessionaire or its contractor shall furnish to Board, and without expense to Board, a surety bond, issued by a surety Concessionaire licensed to transact business in the State of Wisconsin and satisfactory to and approved by Board with Concessionaire's contractor or contractors as principals, in a sum not less than one hundred percent (100%) of the total cost of the contract or contracts for the construction or alteration of the improvements and facilities mentioned herein. Said bond shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by said contractor, subcontractor(s), and suppliers in the prosecution of the work provided for in said construction contract and shall protect Board from any liability, losses, or damages arising there from.

Subsection 10.2 Compliance with Federal Aviation Regulations and Security Requirements Parts 14 CFR Part 139 and 49 CFR Parts 1540 and 1542. Concessionaire agrees to comply with Federal Aviation Regulations, Airport Security Regulations and the Airport's policies as outlined in the Airport's Federal Aviation Administration approved Operations Plan and Airport Security Plan. Concessionaire further agrees that any fines levied upon the Board or Concessionaire through enforcement of these regulations because of acts by Concessionaire's employees, agents, suppliers, guests, or patrons shall be borne by Concessionaire to the extent said acts contributed to said fines.

Subsection 10.3 Security, Performance Bond. During the term of this Agreement, the Board shall require the Concessionaire to deliver (and thereafter maintain current for the entire term of this Agreement) an instrument of security in a form satisfactory to the Board, in its sole discretion, in the amount of twenty-five percent (25%) of the average of the Concessionaire's three years Minimum Annual Guarantees, in order to secure the performance of all of Concessionaire's obligations under this Agreement, including without limitation, the payment of all the percentages, minimums, fees, charges and costs set out herein. Said security may be in the form of a Performance bond.

SECTION 11 – OPERATION OF LEASED PREMISES: HOURS AND DELIVERIES

Subsection 11.1 Hours of Operation. Concessionaire shall actively operate in the Leased

Premises and shall use a business-like operation therein. The Concessionaire shall be open to serve the public seven (7) days per week and hours of operation shall be such that passengers of flights arriving or departing from the Airport will be accommodated. Minimum hours of counter service operations are from one hour prior to the first scheduled commercial passenger flight arrival, until one hour after the **actual arrival** time of the last commercial passenger flight, unless other operating hours are approved by the Airport Director. Concessionaire shall adjust their online reservation system to reflect the hours of any published change in airline flight schedules at the Airport, as they are made known to Concessionaire, in order to allow for rentals through those new airline flight arrival and departure times. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and airline operating schedules. Concessionaire may advise the Airport Director of Concessionaire's analysis of the optimum arrangements, but the final determination shall be made by the Airport Director based on his analysis of necessary service to the public.

If one legal entity is the successful proposer for more than one concession, the concessionaire may satisfy the hours of operations requirement by staffing one counter during the required hours of operation. Alternatively, if two successful proposers are franchisees under the same family of brands, the concessionaires may satisfy the hours of operations requirement by staffing one counter during the required hours of operation. If the staffing of only one counter creates unreasonable delays for the rental car customers, at the sole discretion of the Airport Director, the Board may remove this provision.

Subsection 11.2 Delivery of Vehicles and Goods. Concessionaire shall arrange for the timely delivery from vendors or suppliers of all Motor Vehicles and supplies, at such times, in such locations(s), and by such routes as determined by Board. Concessionaire shall abide by all Transportation Security Administration (TSA) requirements for parking of Motor Vehicles near the Rental Car Facility and Terminal Building.

Subsection 11.3 Utilities.

- a. Board shall provide the Leased Premises with heat and air-conditioning to keep the Leased Premises at reasonable temperatures for the conduct of Concessionaire's activities.
- b. Board shall provide electricity to the Leased Premises by means of wiring installations, and Concessionaire shall make such connections as required and permitted by building code. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring installation in place.

SECTION 12 – QUALITY AND CHARACTER OF SERVICE

Subsection 12.1 Type of Operation. Concessionaire shall maintain and operate the concession privileges granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Airport Director, does not unduly annoy, disturb, or offend others at the Airport.

Subsection 12.2 Services to the General Public. Concessionaire understands and agrees that its operation at the Airport necessitates the rendering of public services such as giving directions, and generally assisting the public.

Subsection 12.3 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Agreement.

Subsection 12.4 Personnel.

- a. **General.** Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service. All such personnel, while on or about the Leased Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall be appropriately dressed with name tags preferred but not required. Clothing will be neat and clean and present a professional appearance. Airport Director shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.
- b. **Manager.** The management, maintenance, and operation of the Leased Premises and the concession conducted thereon shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. Prior to commencement of this Agreement, Concessionaire shall designate in writing to the Board the name and emergency telephone numbers at which Concessionaire's local manager or designated local employee with authority to speak for Concessionaire may be reached on a 24-hour basis. Concessionaire shall provide written notice to the Board of any change in its manager within seven (7) days of the change and shall include any change of telephone number.

Subsection 12.5 Operations Violations.

Concessionaire's failure to adhere to the operating requirements set forth in this Agreement is

reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, and reduce the amount of rent to be paid to Board. Additionally, Board resources will be expended in dealing with violations of this Agreement by Concessionaire. The parties hereby agree that total damages sustained by to Board for violations of the provisions of this Agreement addressing this subject matter could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the liquidated damages amounts, set forth below for violation of Agreement terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Board. Concessionaire, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by to Board the following amounts as liquidated damages upon the occurrence of breaches, in any Operations Year, related to operation violations:

- \$100 per occurrence - first occurrence
- \$200 per occurrence – second occurrence
- \$300 per occurrence - third occurrence
- \$1,000 per occurrence thereafter

Liquidated damage amounts shall not be imposed unless the violation continues for more than three (3) calendar days after Board has given Concessionaire written notice (and this written notice may be in the form of an email) of the violation; provided, however, after Board has given Concessionaire notice of the same violation more than twice during any calendar year, the liquidated damage amount may be immediately imposed with no opportunity to cure in order to avoid the sanction.

For hours of operations violations, liquidated damages shall be as follows:

- \$100 per hour or portion thereof, during which location is not open - first occurrence
- \$200 per hour or portion thereof, during which location is not open - second occurrence
- \$300 per hour or portion thereof, during which location is not open - third occurrence
- \$1,000 per occurrence thereafter

For violations regarding the minimum hours of operation, the liquidated damages may be incurred immediately and without notice upon violation.

Board's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right or prohibit Board from doing so for subsequent violations. After two (2) violations of the same type in the same calendar year, Board reserves the right, at its sole option, not to impose the liquidated damage and instead seek any other remedies available to it for an event of Default, including termination of this Agreement.

SECTION 13 – NON-DISCRIMINATION

Subsection 13.1. General Civil Rights Provisions. In its activities within the scope of its airport program, the Concessionaire agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire. The above provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the airport remains obligated to the Federal Aviation Administration.

Subsection 13.2. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire"), agrees as follows:

1. **Compliance with Regulations:** The Concessionaire (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Concessionaire, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Concessionaire of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to

ascertain compliance with such Nondiscrimination Acts and Authorities and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Concessionaire's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Concessionaire will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

Subsection 13.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq*).

Subsection 13.4 Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

- A. Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any

improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of discrimination Acts And Authorities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Concessionaire will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, Board will there upon revert to and vest in and become the absolute property of Board and its assigns.

SECTION 14 – INDEMNIFICATION AND INSURANCE

Subsection 14.1 Indemnification. To the fullest extent allowable by law, Concessionaire hereby indemnifies and shall defend and hold harmless, at Concessionaire's expense, Board, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Concessionaire, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on Board. Concessionaire's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the negligent or willful misconduct of Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as Board waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Concessionaire shall reimburse Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Subsection 14.2 Concessionaire to Provide General Liability and Automobile Insurance.

Concessionaire shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Insurance of not less than \$5,000,000 per occurrence;
- 3) To the extent that Concessionaire employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

Limits can be met with a combination of primary and excess policies.

Subsection 14.3 Concessionaire to Provide Property and Fire Insurance. Concessionaire, at its own expense, shall insure all Leasehold Improvements and furnishings, fixtures and equipment for fire, extended coverage, vandalism, and malicious mischief. Such insurance shall be in an amount equal to the full insurable replacement value of such improvements. All property insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder and shall contain a waiver of subrogation provision in favor of the Board. Concessionaire and Board agree that any payments received by either from such insuring companies by reason of loss under such policy or policies shall be applied toward repair and reconstruction of said Leasehold Improvements and repair or replacement of leasehold improvements, furnishings, fixtures and equipment.

Subsection 14.4 Both Concessionaire and Board to Carry Fire Insurance. It is understood that both Concessionaire and Board carry insurance in the form of fire, extended coverage, vandalism, and malicious mischief (hereinafter called "Insurance Coverage") on the leased structural part of the premises, permanent improvements and loss of income, (in the case of Board) and on Leasehold Improvements, furniture, furnishings, equipment, inventory and loss of income, (in the case of Concessionaire), and said Insurance Coverage authorizes a waiver of subrogation between Board and Concessionaire, and the parties wish to enter into such waiver of subrogation to the extent of the said Insurance Coverage; therefore, to the extent that Board collects under its Insurance Coverage, Board waives any and all claims against Concessionaire, its agents, servants, and employees, for loss or damage to Board's property resulting from risks included in said Insurance Coverage; and, to the extent that Concessionaire collects under its Insurance Coverage, Concessionaire waives any and all claims against Board, its agents, servants, and employees, for loss or damage to Concessionaire's property resulting from risks included in said Insurance Coverage. If this waiver by the parties shall render fully any such insurance policy or shall result in the denial of coverage for a party under such policy, then the provision paragraph shall be deemed to be null and void.

Subsection 14.5 Insurance Certificate. A certificate evidencing insurance required by Subsection 14.2 and 14.3 and liability policies listing the Central Wisconsin Airport, Board, Marathon County and

Portage County as additional insured(s) where their interest may appear for liabilities arising in whole or in part by the conduct of the Concessionaire, excluding Workers' Compensation, shall be filed with Board prior to this agreement being executed by Board, and such certificate shall provide that such Insurance Coverage will not be canceled or materially changed without at least thirty (30) days prior written notice to Board. Prior to the expiration of any such policy, a certificate showing that such Insurance Coverage has been renewed shall be filed with Board. If such Insurance Coverage is canceled or reduced, Concessionaire shall file with Board a certificate showing that the required insurance has been reinstated or provided through another insurance Concessionaire or companies.

SECTION 15 – DAMAGE OR DESTRUCTION OF PREMISES IN RENTAL CAR FACILITY

Subsection 15.1 Partial Damage. If all or a portion of the Rental Car Facility Premises is partially damaged by fire, explosion, the elements, public enemy, or other casualty, but not rendered untenable, the same will be repaired with due diligence by Board subject to the limitations of Subsection 15.4; provided, however, to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing Board for the cost and expenses insured in such repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its subConcessionaires, agents, or employees.

Subsection 15.2 Extensive Damage. If the damages referred to in Subsection 15.1 shall be so extensive as to render the Rental Car Facility Premises untenable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by Board subject to the limitations of Subsection 15.4; and, the charges payable herein for the Minimum Annual Guarantee under Subsection 5.1 shall abate from the time of such damage or destruction until such time as the said Leased Premises are fully restored and certified by Board's Engineers as ready for occupancy; provided, however, the said fees and charges will not abate and to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing Board for the cost and expenses incurred in such repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its subConcessionaires, agents, or employees. Rents payable for the leased areas in the Rental Car Facility and/or Ready/Return Block will only abate if the Board is unable to provide alternative space for Concessionaire to conduct its business.

Subsection 15.3 Complete Destruction. In the event the Rental Car Facility Premises are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that they are untenable and cannot be replaced for more than thirty (30) days, Board shall undertake the repair, replacement, and reconstruction of said Leased Premises; and charges payable herein for the Minimum Annual Guarantee under Subsection 5.1, shall abate as of the time of such damage or destruction until such time as the said Premises are fully restored and certified by Board's Airport Director as ready for occupancy; provided, however, the said fees and charges will not abate and

to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing Board for the costs and expenses incurred in said repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its subConcessionaires, agents, or employees; provided further, however, if within 120 days after the time of such damage or destruction said Leased Premises shall not have been repaired or reconstructed, Concessionaire may cancel this Agreement in its entirety. Rents payable for the leased areas in the Rental Car Facility and/or Ready/Return Block will only abate if the Board is unable to provide alternative space for Concessionaire to conduct its business.

Subsection 15.4 Limits of Board's Obligations Defined. It is understood that, in the application of the foregoing Subsections, Board's obligations shall be limited to repair or reconstruction of the Rental Car Facility Premises to the same extent and of equal quality as obtained at the commencement of operations hereunder, subject to funding and appropriation. Redecoration and replacement of furniture, fixtures, equipment, and supplies shall be the responsibility of Concessionaire and any such redecoration and refurbishing/re-equipping shall be of equivalent quality to that originally installed hereunder.

SECTION 16 – CANCELLATION

Subsection 16.1 Cancellation by Concessionaire. Concessionaire may cancel this Agreement and terminate all its obligations hereunder upon or after the happening of one or more of the following events and provided that Concessionaire is not in default in the payment of any fees or charges to Board:

- a. The abandonment of the Airport as an airline terminal or the removal of all certificated passenger airline service from the Airport for a period of no less than thirty (30) consecutive days.
- b. The inability of Concessionaire to use the Airport for a period of longer than ninety (90) days, because of the issuance of any order, rule, or regulation by any competent governmental authority or court having jurisdiction over Concessionaire or Board, preventing Concessionaire from operating its business; provided, however, that such inability or such order, rule, or regulation is not primarily due to any fault of Concessionaire.
- c. The material breach by Board in the performance of any covenant or agreement herein required to be performed by Board and the failure of Board to remedy such breach for a period of sixty (60) days after receipt from Concessionaire of written notice to remedy the same.

Subsection 16.2 Cancellation by Board. Board may cancel this Agreement and terminate all of its obligations hereunder at any time that Board is not in default, upon or after the happening of any of the following events:

- a. Concessionaire shall file a voluntary petition in bankruptcy; or
- b. Proceedings in bankruptcy shall be instituted against Concessionaire and Concessionaire is

- thereafter adjudicated bankrupt pursuant to such proceedings; or
- c. A court shall take jurisdiction of Concessionaire and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or
 - d. A receiver of Concessionaire's assets shall be appointed; or
 - e. Concessionaire voluntarily abandons its conduct of its business at the Airport for a period of thirty (30) days, except if such is due to a labor strike or labor dispute in which Concessionaire is involved; or
 - f. Any assignment is made by Concessionaire for the benefit of its creditors; or
 - g. The material breach by Concessionaire of any of the covenants or agreements herein contained and the failure of Concessionaire to remedy such breach as hereinafter provided. In this regard it is understood that nonpayment of fees or charges hereunder is a material breach. In the event of such material breach, Board shall give to Concessionaire notice in writing to correct such breach and if such breach shall continue for fifteen (15) business days after the receipt of such notice by Concessionaire, Board may, after the lapse of said fifteen (15) business day period, cancel this Agreement, without forfeiture, waiver, or release of Board's rights to any sum of money due or to become due under the provisions of this Agreement.
 - h. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Concessionaire, for a period of at least thirty (30) days, from its Airport operation.

Subsection 16.3 Termination. Should an early termination of this Agreement occur pursuant to the terms of Subsection 16.2 hereof, Board shall have the right to re-enter the Leased Premises, make repairs as necessary, and enter into another agreement for the Leased Premises and privileges, or any part thereof, for the remainder of the term hereof.

Subsection 16.4 Notice of Termination. If any of the events enumerated in Subsections 16.1 and 16.2 shall occur and after due notice the defaulting party has failed to cure or correct same, the complaining party may, at any time thereafter during the continuance of said default, terminate this Agreement by notice in writing, such cancellation and termination to be effective upon the date specified in such notice.

SECTION 17 – NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent

default.

SECTION 18 – SURRENDER OF POSSESSION

Concessionaire shall, upon termination of this Agreement or cancellation, quit and deliver up the Leased Premises and privileges to Board peaceably and quietly, with the Leased Premises being in as good order and condition as the same now are or may be hereafter improved by Concessionaire or Board, reasonable use and wear thereof excepted. In addition to any lien provided by Wisconsin law, Board shall have a specific lien on all property of Concessionaire, and related equipment on the Leased Premises as security for nonpayment. Concessionaire shall have the right to remove all of its trade fixtures and equipment installed or placed by it at its own expense, in, on or about the Premises; subject however, to any valid lien which Board may have thereon for unpaid charges or fees.

SECTION 19 – TAXES AND LICENSES

The Concessionaire (and any successor in interest) covenants that it shall properly elect at the time the lease is executed to irrevocably waive depreciation and investment tax credit with respect to the leased property and/or Leased Premises. The Concessionaire agrees to retain a copy of such election in its records for the entire term of the lease. The Concessionaire further covenants that any publicly recorded document which is recorded in lieu of the lease will also state that neither the Concessionaire nor any successor in interest under the lease will claim depreciation or an investment credit with respect to the leased property. The term “leased property” for purposes of the foregoing election shall exclude any property (including fixtures, etc.) which was not financed with the proceeds of any “tax-exempt bond”, as such term is defined by Section 150 (a)(6) of the Internal Revenue Code of 1986 (the “Code”). Concessionaire shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder. Board shall assist Concessionaire where necessary in obtaining said permits.

SECTION 20 – INSPECTION OF PREMISES

Board or its duly authorized representatives, or agents, and other persons for it, may enter upon said Leased Premises at any and all reasonable times during the term of this Agreement for the purpose and conditions hereof or for any other purpose incidental to rights of Board. Except in the case of an emergency or previous arrangement with the Concessionaire, Board’s entry into the Premises shall be during reasonable business hours after providing reasonable advance notice, and in the presence of Concessionaire’s representative.

SECTION 21 – HOLDING OVER

Should Concessionaire holdover said Leased Premises after this Agreement has terminated in any manner, Concessionaire shall continue such holding over only at sufferance to Board. In the event of

such holding over, Board shall be entitled to collect from Concessionaire, 1.1 times the amount of Year Three's minimum annual guarantee. All other terms and conditions in such holdover shall be the same as herein provided.

SECTION 22 – QUIET ENJOYMENT

Board agrees that Concessionaire, upon payment of the fees and charges and all other payments to be paid by Concessionaire under the terms of this Agreement, and upon observing and keeping the agreements and covenants of this Agreement on the part of Concessionaire to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Agreement.

SECTION 23 – NO LIENS

Concessionaire shall pay for all labor done or materials furnished in the repair, replacement, development, or improvement of the Premises by Concessionaire, and shall keep said Leased Premises and Concessionaire's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by Concessionaire's act or omission.

SECTION 24 – SECURITY AGREEMENTS

Board shall provide, or cause to be provided, during the term of this Agreement, all proper and appropriate public fire and police protection similar to that afforded to other Landside tenants or licensees at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. Concessionaire shall comply with the Airport Security Plan and shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by Concessionaire, shall not in any way be construed to limit or reduce the obligations of Board hereunder.

SECTION 25 – AGREEMENT SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES

This Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the Board and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the Board for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the Central Wisconsin Airport. Should the effect of such Agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, Board shall terminate this Agreement.

SECTION 26 – RIGHTS AND PRIVILEGES OF BOARD

- a. Board shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Airport, Airport Terminal Building, Rental Car Facility and appurtenances, provided that such rules and regulations

shall not be inconsistent with safety, current rules and regulations of the FAA, and any future changes prescribed from time to time by the FAA.

- b. Board's Airport Director is hereby designated as its official representative for the enforcement of all provisions in this Agreement with full power to represent Board with dealings with Concessionaire in connection with the rights herein granted.
- c. The Airport Director or designee may enter upon the Leased Premises, now or hereafter leased to Concessionaire hereunder, at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or in the exercise of its governmental functions. Except in the case of an emergency or previous arrangement with the Concessionaire, Airport Director or designee's entry into the Premises shall be during reasonable business hours after providing reasonable advance notice, and in the presence of Concessionaire's representative.
- d. Board reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Leased Premises and existing vehicle and pedestrian traffic patterns, as the Board deems appropriate, regardless of the desires or views of Concessionaire, and without interference or hindrance.
- e. During the time of war or National Emergency, Board shall have the right to lease the landing area of the Airport, or any part of Central Wisconsin Airport, thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.
- f. Board hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of Central Wisconsin Airport, and the right to pursue all operations of the Central Wisconsin Airport.
- g. Board reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Board, would limit the usefulness of the Airport, or constitute a hazard to aircraft.
- h. Board may from time to time increase the size or capacity of any such Public Aircraft Facilities or Passenger Terminal Building or Common Use Portion of the Airport or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.
- i. This Agreement at any time may be reopened for renegotiation if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration (TSA) Security Requirements, FAR Part 139 and CFR 1542 respectively, result in major expenditures to Board due to Concessionaire's tenancy on the Central Wisconsin Airport. If said renegotiation is desired, written notice must be given to Concessionaire sixty (60) days prior to such renegotiations.

SECTION 27 – ACCESS CONTROL

- a. Concessionaire shall upon termination of this agreement return all issued keys and access control media to Board. If all issued keys and access control media are not returned to Board at the termination of this Agreement Concessionaire shall pay to Board cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.
- b. Concessionaire is responsible for all keys and access control media issued to employees of Concessionaire. If a key or access control media is lost, Concessionaire shall immediately notify Board and shall pay to Board cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.

SECTION 28 – NO PERSONAL LIABILITY

Under no circumstances shall any trustee, officer, official, commissioner, Airport Director, manager, member, partner or employee of Board have any personal liability arising out of this Agreement, and Concessionaire shall not seek or claim any such personal liability.

SECTION 29 – GOVERNING LAW

This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Marathon County, Wisconsin. Each party waives its right to challenge venue.

SECTION 30 – JURY TRIAL WAIVER

The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

SECTION 31 – NOTIFICATION

Concessionaire shall:

- 1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify Board in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Concessionaire with respect thereto.
- 2) Promptly notify Board of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Concessionaire contained in this Agreement to be untrue.
- 3) Notify Board, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or

regulatory body, related to the Airport, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Concessionaire or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Concessionaire or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Concessionaire or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

SECTION 32 – SEVERABILITY

The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

SECTION 33 – ASSIGNMENT, SUBLET, AND TRANSFER

Concessionaire shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of Board. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Concessionaire shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

SECTION 34 – NO WAIVER

The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

SECTION 35 – CONFLICTS OF INTEREST

Concessionaire covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Concessionaire further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Concessionaire or its employee must be disclosed to Board.

SECTION 36 – ENTIRE AND SUPERSEDING AGREEMENT

This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof.

SECTION 37 – AMENDMENT

This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

SECTION 38 – TIME COMPUTATION

Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

SECTION 39 – NOTICES

NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the Board: Central Wisconsin Airport
Central Wisconsin Joint Airport Board
100 CWA Drive, Suite 227
Mosinee, WI 54455

To the Concessionaire: _____

SECTION 40 – PUBLIC RECORD LAW

Concessionaire understands and acknowledges that Board is subject to the Public Records Law of the State of Wisconsin. As such, Concessionaire agrees to retain all records as defined by Wisconsin Statute §19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Concessionaire agrees to assist Board in complying with any public records request that Board receives pertaining to this Agreement. Additionally, Concessionaire agrees to indemnify and hold harmless Board, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Concessionaire’s actions or omissions which contribute to Board’s inability to comply with the Public Records Law. In the event that Concessionaire decides not to retain its records for a

period of seven (7) years, then it shall provide written notice to Board whereupon Board shall take custody of said records assuming such records are not already maintained by Board. This provision shall survive the termination of this Agreement.

SECTION 41 – CONSTRUCTION

This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

SECTION 42 – NO THIRD PARTY BENEFICIARY

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

SECTION 43 – COMPLIANCE WITH LAW

The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

SECTION 44 – FORCE MAJEURE

Board shall not be responsible to Concessionaire and Concessionaire shall not be responsible to Board for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

SECTION 45 – GOOD STANDING

Concessionaire affirms that it is a Concessionaire duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Concessionaire is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

SECTION 46 – INDEPENDENT CONTRACTORS

The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

SECTION 47 – NO INTERFERENCE

The Concessionaire and Board agree that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the Airport.

SECTION 48 – AUTHORITY

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 49 – COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

SECTION 50 – SURVIVAL

All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

SECTION 51 – MORE FAVORABLE TERMS

In the event the Board shall enter into any lease or agreement with another rental car operator within the Rental Car Facility, that agreement will not contain more favorable terms than this Agreement, unless the same rights, privileges and favorable terms are concurrently made available to Concessionaire.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

ATTEST:

CONCESSIONAIRE:

By: _____ By: _____

Date: _____

BOARD:

ATTEST:

CENTRAL WISCONSIN JOINT AIRPORT BOARD

By: _____ By: _____

Date: _____

SAMPLE

EXHIBIT A1 – LEASED PREMISES – RENTAL CAR FACILITY COUNTER AND OFFICES

SAMPLE

EXHIBIT A2 – LEASED PREMISES – READY/RETURN BLOCKS

SAMPLE

EXHIBIT B – RENTAL CAR MONTHLY REPORT

**CENTRAL WISCONSIN AIRPORT (CWA)
RENTAL CAR MONTHLY REPORT OF GROSS REVENUES**

FOR THE MONTH OF _____

CONCESSIONAIRE _____

Gross Revenue:

Time and Mileage	\$	_____
Fuel	\$	_____
Insurance/Damage Waivers	\$	_____
Ancillary Charges (GPS, Car Seats, Etc)	\$	_____
Airport Concession Fee	\$	_____
Miscellaneous	\$	_____
Less: Refunds, Discounts, Coupons, Other credits	\$	_____
Subtotal	\$	_____
Privilege Fee Due - 10%	\$	_____
Less: Monthly Guarantee paid 1st of month:	\$	_____
Percentage Fee Balance Due (1)	\$	_____

Total Number of Rental Contracts _____

Total Number of Rental Days _____

CFC Due (2) \$ _____

Amount Due with this Report (1) + (2) \$ _____ **0**

The information provided herein and submitted to Board is complete, true, and accurate.

Signature _____

Typed Name & Title _____

Date Signed _____

Phone Number: _____

Email Address: _____

REMIT THIS FORM AND PAYMENT TO: Central Wisconsin Airport, Attn: Airport Director
100 CWA Drive, Suite 227
Mosinee, WI 54455

EXHIBIT C – SAMPLE RENTAL CAR ACDBE REPORTING FORM

**REPORT OF CERTIFIED ACDBE FORM
(CONCESSIONAIRES/SUBCONCESSIONAIRES/
SUPPLIERS/MANAGEMENT CONTRACTORS - COUNTED TOWARD GOALS)**

Name of Firm _____
Address _____
City/State/Zip _____
Type of Concession _____
Gross Receipts (Total Dollars) _____

List below each Good and Service purchased the preceding fiscal year and which are included in your submission of the Uniform Report of ACDBE Participation. Provide the below information for **all** goods and services purchased whether they are ACDBEs or not.

Name of Good/Service Firm _____
Address _____
City _____ State _____ Zip _____
Type of concession/subconcession/supplier, etc., business _____
Date Agreement (i.e., lease, sublease) Began _____ Date Agreement (i.e. lease, sublease) Expires _____
Options to Renew _____ How Many _____ Length of time _____
Dates that material amendments have been or will be made to agreement, if known _____
Estimated goods and services purchased (in dollars) for this reporting period: _____
The disadvantaged individual having the largest ownership interest is (if ACDBE firm):
_____ Black _____ Hispanic _____ Native American _____ Asian-Indian American
_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

Name of Good/Service Firm _____
Address _____
City _____ State _____ Zip _____
Type of concession/subconcession/supplier, etc., business _____
Date Agreement (i.e., lease, sublease) Began _____ Date Agreement (i.e. lease, sublease) Expires _____
Options to Renew _____ How Many _____ Length of time _____
Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

_____ Black _____ Hispanic _____ Native American _____ Asian-Indian American
_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (*i.e., lease, sublease*) Began _____ Date Agreement (*i.e., lease, sublease*) Expires _____

Options to Renew _____ How Many _____ Length of time _____

Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

_____ Black _____ Hispanic _____ Native American _____ Asian-Indian American
_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (*i.e., lease, sublease*) Began _____ Date Agreement (*i.e., lease, sublease*) Expires _____

Options to Renew _____ How Many _____ Length of time _____

Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

_____ Black _____ Hispanic _____ Native American _____ Asian-Indian American
_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

(Use additional sheets as needed)

RESOLUTION R- 02 -17

**REVISING CENTRAL WISCONSIN AIRPORT
CAR RENTAL CUSTOMER FACILITY CHARGE POLICY**

WHEREAS, Marathon and Portage Counties jointly own and control the Central Wisconsin Airport and its associated facilities located in Marathon County, Wisconsin; and

WHEREAS, the airport is governed by the Central Wisconsin Joint Airport Board established under an intergovernmental agreement pursuant to §66.0301, Wis. Stats.; and

WHEREAS, Sec. 23.15(8) of the General Code of Ordinances of Marathon County authorizes the Joint Airport Board to establish fees and charges related to airport property and improvements used by providers of ground transportation; and

WHEREAS, on January 21, 2011, the Joint Airport Board approved a Car Rental Customer Facility Charge (CFC) Policy for the purposes of funding the designing and construction of a car rental facility located at the airport; and

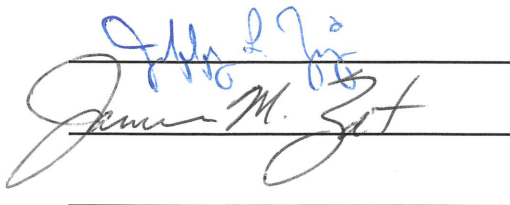
WHEREAS, airport staff, in conjunction with the renegotiation of Auto Rental Concession Lease Agreement for 2017, has recommended the attached revisions to the CFC Policy.

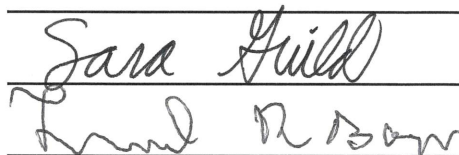
NOW, THEREFORE, the Joint Airport Board resolves as follows:

1. To approve the Revised Car Rental Customer Facility Charge Policy.
2. That all Airport personnel are hereby authorized to take all actions necessary to effectuate this policy.
3. That this Revised Policy shall be effective March 1, 2017.

Respectfully submitted this 24th day of February, 2017.

JOINT AIRPORT BORD





**CENTRAL WISCONSIN AIRPORT
CAR RENTAL CUSTOMER FACILITY CHARGE
POLICY
EXHIBIT C**

Sections:

- I. DEFINITIONS**
- II. FINDINGS AND PURPOSE**
- III. CAR RENTAL CUSTOMER FACILITY CHARGE**
- IV. ELIGIBLE PROJECTS**
- V. COLLECTIONS**
- VI. VIOLATIONS**
- VII. SAVING CLAUSE**
- VIII. PREVIOUS POLICIES REPEALED; EFFECTIVE DATE**

Section I. DEFINITIONS

As used in this policy, the following definitions apply:

- A. "Airport," "the Airport" or "CWA" shall mean the Central Wisconsin Airport jointly owned and operated by Marathon and Portage Counties, located in the State of Wisconsin, and governed by the Central Wisconsin Joint Airport Board.
- B. "Charge Effective Date" shall mean the date on which the Customer Facility Charge is effective as provided in this policy.
- C. "Customer Facility Charge" or "CFC" shall mean the charge imposed by a car rental company upon a car rental customer arriving at the Airport and renting a vehicle from an on-airport or off-airport car rental company serving the Airport. The CFC shall be collected by the car rental company for the benefit of the Airport, pursuant to Marathon County Code Section 23.15.
- D. "On-airport" shall mean a car rental company that is located at, upon, or within the Central Wisconsin Airport.
- E. "Off-airport" shall mean a car rental company that is not located at the Central Wisconsin Airport but which does business at the Airport.
- F. "Transaction day" shall be the period of time equivalent to a full contract car rental day charged.

Section II. FINDINGS AND PURPOSE

The airport finds that:

- 1. Marathon and Portage Counties jointly own and control the Central Wisconsin Airport and its associated facilities located in Marathon County, State of Wisconsin; and
- 2. The Airport promotes and supports a strong economic base for the community, assists and

encourages world trade opportunities, and is of vital importance to the health, safety, and welfare of the State of Wisconsin and the central Wisconsin region; and

3. The operation of Central Wisconsin Airport as a public facility attracting scheduled airline passengers who use airport facilities, including, but not limited to, car rental facilities at the Airport imposes financial responsibility on the Airport for airport facilities; and

4. The Joint Airport Board operates, maintains and develops the Airport, in part with federal funds, passenger facility charges and user fees; and

5. The Joint Airport Board will expend substantial resources for capital investment, operation, maintenance, and development of facilities to meet the future demand for customers using the Central Wisconsin Airport or its facilities; and

6. The Joint Airport Board has the right to establish fees and charges for use of services and facilities by rental car customers at the Airport; and

7. The Joint Airport Board on March 1, 2011 , began assessing a customer facility charge of \$3.50 per transaction day for up to four days on all rental car transactions originating at the Airport; and

8. It is in the Joint Airport Board's best economic interest to continue to collect a Customer Facility Charge to fund debt service on the Rental Car Building and to provide funds necessary to maintain, improve, and further expand Central Wisconsin Airport facilities in that order of priority; and

9. The fees implemented by this policy are reasonable for the use of the Airport and car rental facilities by the general public; and

10. The purpose of this updated policy is to continue to implement a Customer Facility Charge at the modified amount of \$4.00 per transaction day for a maximum of seven transaction days for rental car transactions originating at the Airport consistent with the above findings. The Customer Facility Charge collection rate and number of transaction days may be further modified by the Airport if deemed appropriate by the Joint Airport Board.

Sections III. CAR RENTAL CUSTOMER FACILITY CHARGE

The Joint Airport Board has established and shall periodically adjust as required, a daily Customer Facility Charge (CFC) upon each rental car companies' customer's rental contract. Effective for all reservations made on or after March 1, 2017, the daily Transaction Day amount shall be increased to \$4.00 per transaction day for a maximum of seven transaction days for rental car transactions originating at the Airport. The CFC shall be collected by all rental car companies operating at the Airport either as an on-airport or off-airport operator.

Section IV. ELIGIBLE PROJECTS

The Customer Facility Charge collected pursuant to this program shall be expended for necessary Airport improvements and the services and facilities used by rental car customers.

Section V. COLLECTIONS

A. All CFCs collected by all car rental companies are and shall be trust funds held by the car rental companies for the benefit of the Airport. Car rental companies and their agents hold only a possessory interest in the CFCs, and no legal or equitable interest. All car rental companies shall segregate, separately account for and disclose all CFCs as trust funds in their financial statements, and shall maintain adequate records that account for all CFCs charged and collected. Failure to segregate the CFCs shall not alter or eliminate their trust fund nature. The Airport shall have the right to audit the CFC records upon reasonable notice.

B. All car rental companies shall remit all CFCs that were collected or should have been collected from its Airport customers on a monthly basis to the Airport together with the monthly statement of transactions and transaction days. The CFCs shall be remitted by the twentieth day of the month following the month the CFCs were collected. Failure to strictly comply with this subparagraph shall be considered a material breach of the car rental company’s authorization to do business at the Airport.

Section VI. VIOLATIONS

In the event any car rental company violates any term or condition of this policy, the Airport may exercise any rights or remedies allowed by law or equity.

Section VII. SAVING CLAUSE

In the event any phrase, clause, sentence, paragraph, or paragraphs of this policy is or are declared invalid for any reason, the remainder of this policy shall not be invalidated, but shall remain in full force and effect, all parts of this policy being declared separable and independent of all others. In the event that a judgment is entered, and all appeals exhausted, which judgment finds, concludes or declares this policy is unconstitutional or is otherwise invalid, the Customer Facility Charge authorized by this policy shall be suspended and terminated as of the date of such declaration.

Section VIII. PREVIOUS POLICIES REPEALED; EFFECTIVE DATE

This policy repeals and replaces all policies and procedures previously established by Marathon and Portage Counties regarding Car Rental Customer Facility Charges, except that nothing in this policy shall be construed to rescind or affect any appropriations which have already been approved by Joint Airport Board pursuant to previous policies. This updated policy shall become effective upon adoption by the Joint Airport Board.

Central Wisconsin Airport – Flight Schedule

January 14, 2025



<u>Arrivals – Delta</u>				<u>Departures – Delta</u>			
4982	15:40	from MSP	CRJ	5384	07:00	to MSP	CRJ
4934	21:05	from MSP	CRJ	4982	16:20	to MSP	CRJ



<u>Arrivals – American</u>				<u>Departures – American</u>			
6030	13:35	from ORD	CRJ	6033	05:50	to ORD	CRJ
6160	21:57	from ORD	CRJ	6030	15:09	to ORD	CRJ

Upcoming Charter Schedule

Jan. 24th – Sun Country to Laughlin/Ceasar’s
 Feb. 9th – Sun Country to Laughlin/Riverside
 Feb 23rd – Sun Country to Laughlin/Ceasar’s
 Mar. 20th – Sun Country to Laughlin/Riverside
 Mar. 20th – Sun Country to Omaha/Ceasar’s

MSP = Minneapolis
 ORD = Chicago O’Hare

Total CWA Flights Daily = 4

CWA Legislative Update – January 2025

Airport Alert: House Approves Temporary Funding Patch

(Source: Airport Alert, AAAE)

December 21, 2024

After several efforts over the past few days to extend federal funding beyond midnight tonight failed overwhelmingly, House Republican leaders late this afternoon unveiled and managed to gain passage with overwhelming bipartisan support of a continuing resolution that extends federal funding through March 14, 2025. The measure also provides \$110 billion in supplemental disaster relief, extends federal counter-UAS authorities through March 14, and allows FAA to expend resources as necessary to avoid disruptions to air traffic services. Other extraneous and controversial provisions in earlier versions that had drawn fire, including a proposed debt limit extension and a pay increase for Members of Congress, were jettisoned.

The House-passed measure is expected to clear the Senate soon and avert a government shutdown.

As we noted in our earlier Alert, the incoming Congress will be responsible for finalizing all the fiscal year 2025 (FY25) spending bills, hopefully before March 14. While it is difficult to predict what a final FY25 spending package will look like when it is negotiated early in 2025, it is expected that the House and Senate FY25 appropriations measures pending at the end of 2024 will form the foundation of ongoing negotiations and a final agreement. It will be a top AAAE priority to ensure that the final funding package for FY25 includes the airport wins we've been successful in gaining as part of the pending House and Senate DOT/FAA and DHS/TSA/CBP funding bills, as outlined in letters from AAAE President and CEO Todd Hauptli to House and Senate Appropriations Committee leaders this fall.

Passage of the continuing resolution will effectively wrap up the activity of the 118th Congress. Get ready for a busy year ahead in 2025 on federal funding issues and other important airport priorities.

Airport Board Meeting Date: January 14, 2025

Agenda Item Title: #6.c.ii) Update on Transient Hangar and GA Terminal Projects

Staff Responsible: Mark Cihlar, Assistant Airport Director

Transient Hangar Project Update

The Transient Hangar project is out to bid with a bid opening scheduled for January 22nd. A pre-bid meeting was held for contractors on January 9th, and there appears to be a lot of interest in the project. Following this update is a rendering of the final hangar design. The project timeline is as follows:

- Bid opening: January 22nd
- Grant Application Submission: Mid-February
- Anticipated Grant Award: April-May 2025
- Contracts Awarded: May-June 2025
- Construction Begins: July 2025

Next Action Required by the Joint Airport Board for the Transient Hangar Project: No additional action is required for this project to proceed to construction. The Transient Hangar project was approved by the Board on January 9, 2024, contingent on Federal Funding. Once the Grant is awarded by the FAA, the project will proceed to construction. Before construction is completed, the Board will have to approve a Management Agreement with the FBO for the storage and handling of aircraft in the hangar. The anticipated management agreement has not been developed yet.



GA Terminal Project Update

The design work for the GA Terminal has continued since the Joint Airport Board selected the preferred design concept in November. CWA and Ovation staff have been having weekly design review meetings with Woolpert to refine various features of the design from an aesthetic and functional perspective, while Woolpert has been working with design sub-consultants to make technical and code driven design decisions. Energy code reviews and structural analysis have already led to minor changes from the November Concept, but the overall design is progressing well. Following this update is an updated floor plan and 3-D model of the latest GA Terminal design. The project timeline is as follows:

- 90% design review with FAA: 3rd week of February
- Final Material Selections: March 10, 2025 Board Meeting
- Bid Opening: Early April
- Grant Applications Due to FAA: April 28th
- Anticipated Grant Award: July-August 2025
- Contracts Awarded: August-September 2025
- Construction Begins: October 2025

Next action required by the Joint Airport Board for the GA Terminal Project: At the March 10th Board meeting, staff will be recommending final material selections to the board for approval. GA Terminal Project was approved by resolution by the Board on April 9, 2024, and construction will begin after the grant is awarded. Similar to the Transient Hangar, the Board will have to approve an Amendment to the current FBO Lease Agreement with Ovation before it is operational. The Amendment to the Lease Agreement has not been developed yet. It is expected that the Transient Hangar Management Agreement and the Amendment to the FBO Lease Agreement for the GA Terminal will be developed simultaneously after total project costs are known for both projects.



SEE CARPORT PLAN AND DETAILS ON SHEET A-XXX

GENERAL NOTES:

- A. ALL DIMENSIONS TO BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION. NOTIFY ARCHITECT OF ALL DISCREPANCIES PRIOR TO STARTING WORK.
- B. ALL DIMENSIONS ARE FACE OF MASONRY, POURED CONCRETE, OR FACE OF STUD (WOOD OR METAL, U.N.O.)
- C. ALL INTERIOR PARTITIONS TO BE TYPE 4A UNLESS NOTED OTHERWISE. REFER TO SHEET A-XXX FOR PARTITION DETAILS.
- D. ALL INTERIOR DOOR FRAMES SHALL BE LOCATED A DISTANCE OF SIX INCHES FROM THROAT RETURN TO THE CLOSEST ADJACENT PERPENDICULAR PARTITION, U.N.O.
- E. PROVIDE SOLID BLOCKING/BACKING IN-WALL CAVITIES AT ALL WALL MOUNTED CASEWORK, FIXTURES, EQUIPMENT AND SHELVING. REFER TO TYPICAL PARTITION AND BACK PLATE DETAILS FOR ADDITIONAL INFORMATION.
- F. REFER TO MEP AND FIRE PROTECTION DRAWINGS FOR MOUNTING HEIGHTS OF SWITCHES, OUTLETS, ALARMS AND ALL SURFACE MOUNTED COMPONENTS.
- G. ALL MASONRY DIMENSIONS ARE NOMINAL, U.N.O.
- H. REFER TO SHEET A-XXX FOR PARTITION SCHEDULE.
- I. REFER TO SHEET A-XXX FOR DOOR AND WINDOW SCHEDULES.
- J. REFER TO SHEET A-XXX FOR TOILET ACCESS SCHEDULE.
- K. REFER TO SHEET A-XXX FOR EQUIPMENT SCHEDULE.
- L. REFER TO SHEET A-XXX FOR FURNITURE PLANS.
- M. REFER TO SHEETS A-XXX THROUGH A-XXX FOR FINISH SCHEDULE, FLOOR PATTERNS, CORNER GUARD LOCATIONS AND WINDOW SHADES.

REFERENCE KEYNOTES:

- 101 RECEPTION DESK, SEE SHEET A-XXX FOR DETAILS.
- 103 MOP SINK, SEE PLUMBING DRAWINGS

60%
SUBMITTAL

PRELIMINARY
NOT FOR
CONSTRUCTION

ISSUANCE SCHEDULE	DESCRIPTION	DATE	NUMBER



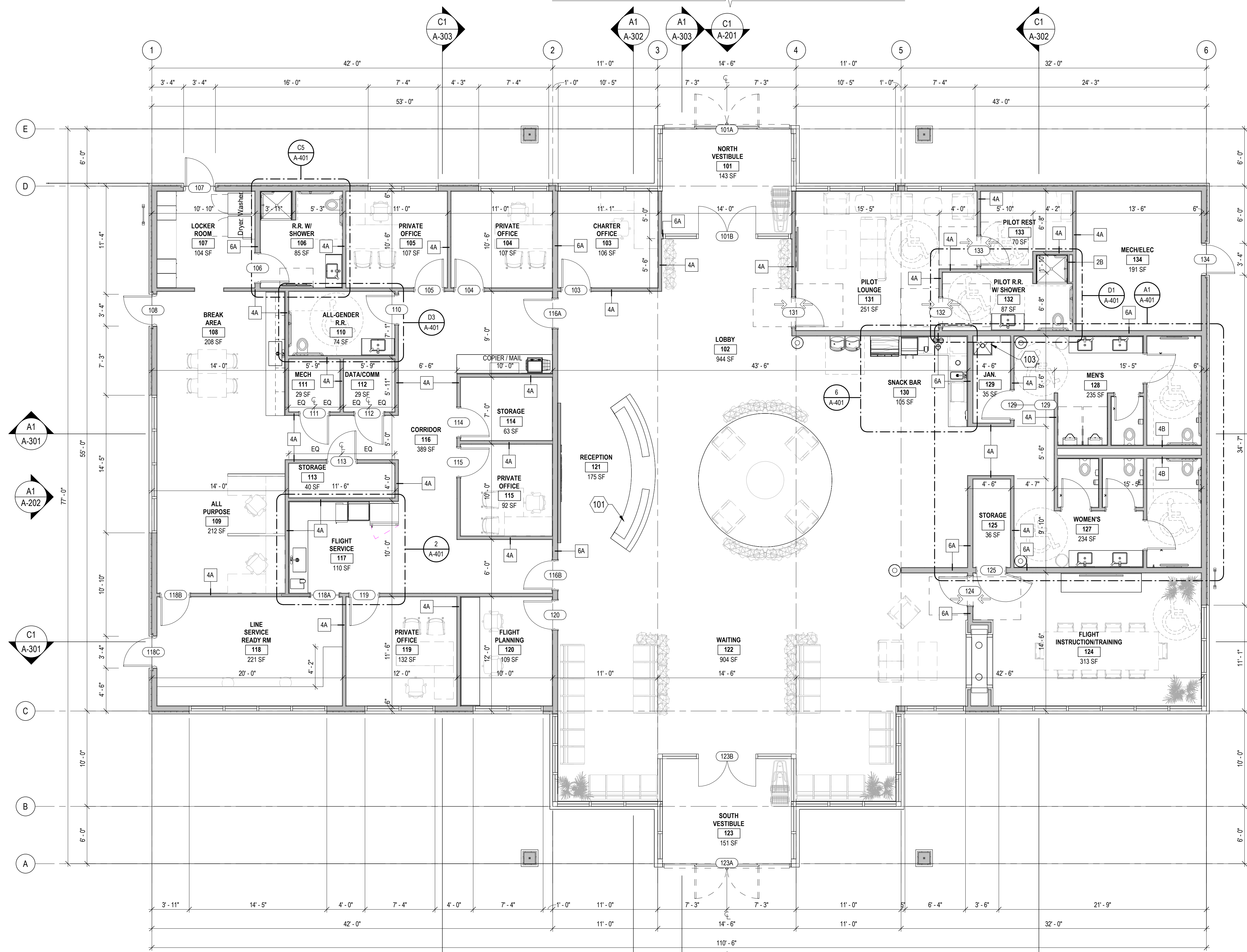
CENTRAL WISCONSIN AIRPORT
GA TERMINAL

PROJECT NO:	10019480
DATE ISSUED:	1/17/2025
DESIGNED BY:	AMA
DRAWN BY:	RCS
CHECKED BY:	AJR

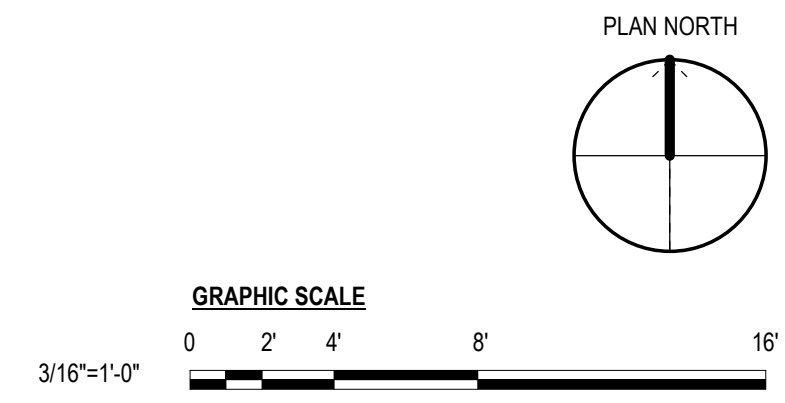
SHEET NAME:
 FLOOR PLAN

SHEET NO:
A-101

100 CWA DR.
 MOSINEE, WI 54455



A1 FLOOR PLAN
 3/16" = 1'-0"



60%
 SUBMITTAL

PRELIMINARY
 NOT FOR
 CONSTRUCTION

ISSUANCE SCHEDULE
 DESCRIPTION
 DATE
 NUMBER



CENTRAL WISCONSIN AIRPORT
GA TERMINAL

100 CWA DR.
 MOSINEE, WI 54455

PROJECT NO: 10019480
 DATE ISSUED: 1/17/2025
 DESIGNED BY: AMA
 DRAWN BY: RCS
 CHECKED BY: AJR

SHEET NAME:
 BUILDING ELEVATIONS

SHEET NO:
A-202

GENERAL NOTES:

- A. REFER TO SHEET A-XXX FOR EXTERIOR MATERIALS LEGEND.
- B. REFER TO SHEET A-XXX FOR TYPICAL CONTROL JOINT DETAILS.
- C. REFER TO SHEET A-XXX FOR TYPICAL VENEER JOINT DETAILS.
- D. REFER TO SHEET A-XXX FOR TYPICAL STOREFRONT ELEVATIONS AND DETAILS.
- E. REFER TO SHEET A-XXX FOR DOOR, WINDOW AND LOUVER SCHEDULES.
- F. PROVIDE FLASHING & COUNTER-FLASHING AT ALL EXTERIOR OPENINGS.

REFERENCE KEYNOTES:

LEGEND:

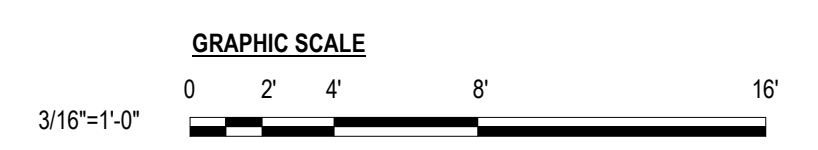
EXTERIOR MATERIALS

- BRICK
- CMU, SPLIT-FACE
- METAL PANEL

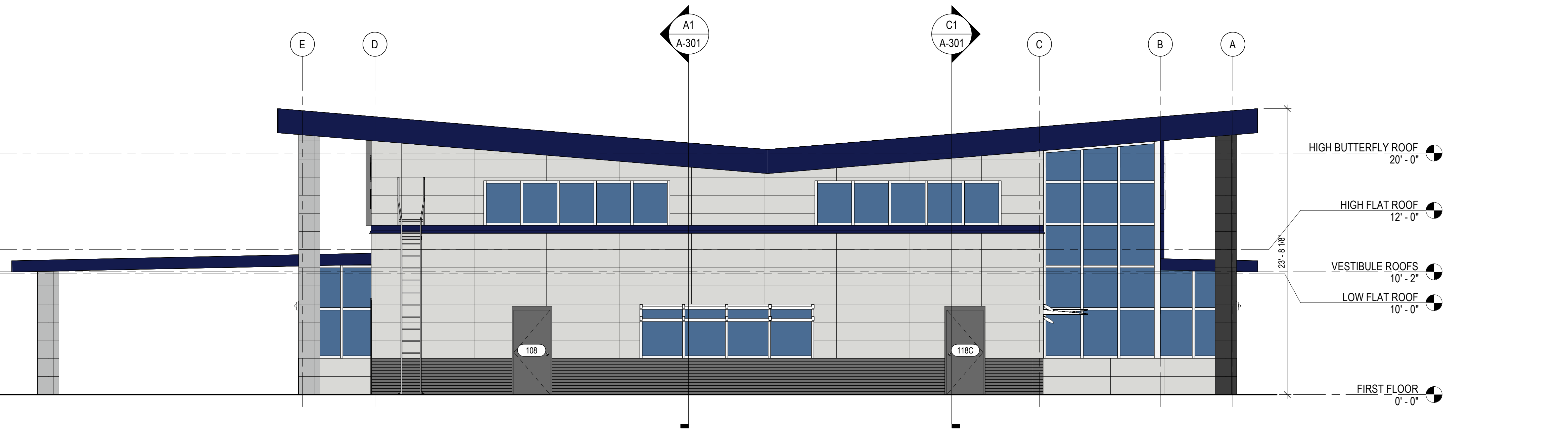
WINDOW GLAZING TYPES

- INSULATED GLASS
- INSULATED GLASS SPANDREL
- INSULATED TEMPERED GLASS

- NOTES:**
- A. COORDINATE FRAME PREP. AND CONDUIT ROUTING FOR DOOR CONTACTS; REFER TO ELEC. DWGS. FOR LOCATIONS.
 - B. ALL EXTERIOR CURTAIN WALL AND STOREFRONT SHALL BE THERMALLY BROKEN. INTERIOR STOREFRONT / SIDELIGHTS / BORROW LIGHTS SHALL NOT BE THERMALLY BROKEN.



C1 EXTERIOR ELEVATION - SOUTH
 3/16" = 1'-0"



A1 EXTERIOR ELEVATION - WEST
 3/16" = 1'-0"