

MINUTES

Monday, April 18, 2016
10:00 A.M.

Manistee County Blacker Airport
Conference Room

Members Present: Paul Schulert, Chair; Brook Shafer, Vice-Chair; Doug Bell; Gerry Haw; Alan Marshall; and Dale Picardat

Members Absent: Mark Bergstrom

Others Present: Barry Lind, Airport Director; Russell Pomeroy, Airport Authority Treasurer (left at 11:00 A.M.); Joe Verlin, Gabridge & Company (left at 10:50 A.M.); and Rachel Nelson, Airport Authority Secretary

Paul Schulert, Chair, called the meeting to order at 10:00 A.M. Roll was taken by the Secretary.

There was a motion by Mr. Shafer, supported by Mr. Haw, to approve the meeting agenda as presented. Motion carried by unanimous vote.

There was no public comment.

The Chair confirmed that each member had received a copy and had an opportunity to review the minutes from the regular meeting of the Airport Authority held on Monday, March 21, 2016.

There was a motion by Mr. Bell, supported by Mr. Shafer, to approve the Airport Authority regular meeting minutes of Monday, March 21, 2016, as presented. Motion carried by unanimous vote.

Mr. Verlin presented and reviewed the FY 2014/15 audit report. The Authority felt they needed more time to individually review the audit, and tabled approving the audit report until next month.

The Authority next reviewed the March 2016 Accounts Payable Report (APPENDIX A). Mr. Pomeroy noted that Consumers and Direct TV are being paid for 2 months; the payment to Gabridge & Company is for the annual audit; the payment to Coffessco Fire Protection is for the annual fire extinguisher inspection; the payment to MAAE is for Mr. Bell's conference registration (Mr. Schulert and Mr. Lind's conference registration fees were included in the Orchard Beach Aviation payment); and the payment to Epworth in Ludington is for advertising.

There was a motion by Mr. Shafer, supported by Mr. Picardat, to approve the March 2016 Accounts Payable Report and authorize payment of the outstanding invoices totaling \$38,240.33.

A roll call vote was taken:

Yeas: 6 (Schulert; Shafer; Bell; Haw; Marshall; Picardat)

Nays: 0

Absent: 1 (Bergstrom)

Motion carried

The Authority also reviewed the March 2016 Financial Statement (APPENDIX B), which includes a Balance Sheet, a Statement of Revenue and Expenses, and a running account of the Passenger Facility Charges collected.

There was a motion by Mr. Picardat, supported by Mr. Shafer, to approve the March 2016 Financial Statement. Motion carried by unanimous vote.

The Orchard Beach Aviation rent information was provided, as well as fuel sales (APPENDIX C).

None of the Committees held meetings during the last month.

Mr. Lind reported that there were no airport incidents. Mr. Lind presented a report on airfares which compares flights from Manistee, Traverse City, Grand Rapids, and Muskegon for travel in May 2016 (APPENDIX D). Mr. Lind presented information on airplane passenger numbers for 2016 as well as the previous five years (APPENDIX E).

There was no update on the FAA grant/sponsor issue. Everything has been submitted to the FAA, and there has been some back and forth with the FAA regarding questions.

Plans for the hangar expansion/door repair project have been submitted to Prein & Newhof for FAA submittal. The FAA has recently started requiring Environmental Impacts for all projects on airports (previously it was just FAA funded projects). Prein & Newhof will handle the Environmental Impact, and FAA approvals may take up to 90 days.

The State Air Service Plan was approved by the State Aeronautics Commission on March 24, 2016. Mr. Lind noted that they did remove the busing option from the plan, which was the major objection of EAS/AEAS airports.

Overall, air service quality continues to be good. March had no canceled flights, and although there were 7 delays, the longest was 45 minutes, with most being 15-30 minutes, and primarily due to deicing. Passenger growth continued in March, with 12% growth on 10% fewer flights. A partial summer schedule has been released. The additional third round trip flight will only be released when necessary based on advanced bookings.

The peak marketing season is April through July. Through a trade deal with 9&10, tv spots will start this week and run through early July. Radio spots were also acquired through a trade deal with MacDonald Garber Broadcasting, and will start today and run through mid-July. Three giveaways are planned using social media, which will include airfare, tickets, and hotel – Lollapalooza in July, a Tigers/White Sox game over Labor Day, and a Chicago getaway in October. Facebook advertising and Google Adwords will also continue. A referral/frequent flyer program is the next project.

Mr. Lind and George Saylor met with Tom St. Dennis last week regarding the Coho Bend billboard. It's possible that the billboard might be in the MDOT right-of-way. The State Legislature also recently approved a bill that will impact the situation, and appears to take effect on June 20, 2016.

Mr. Lind is working on information to share with the public regarding drones. He plans to have a draft for the Authority to review next month.

LED bulbs were installed for the emergency lighting. Mr. Lind expects that the upgrades should pay for themselves in the first year, with an annual \$200 savings thereafter.

Due to Mr. Lind and Mr. Kaminski being on vacation, they were not able to meet regarding the septic/sewer hookup. Mr. Lind did talk with Bruce Schimke, the County's Maintenance Supervisor, regarding the township's plans. Mr. Lind will follow-up on this issue.

Mr. Lind reminded the Authority that the Strategic Plan should be reviewed occasionally. This will be put on the agenda for next month's meeting.

Mr. Lind informed the Authority that there will be a construction project this spring for the approach lighting system off runway 10. This project will be completed at no cost to the airport. The runway will need to be closed since the work will be done within the runway safety area. Mr. Lind requested that the work be completed in October, however, it needs to be completed by the end of the fiscal year (September). The project is scheduled to begin June 6, 2016, and instead of the runway being closed all day every day for 2-3 weeks, Mr. Lind has requested that the runway be open 7:00-10:30 A.M. and 3:30 P.M. until the airline comes in.

The Authority next reviewed the proposed agreement for tree removal with the Little River Band of Ottawa Indians (APPENDIX F). The agreement is fairly common for tree replacement, and is estimated to cost \$10,000. After discussion,

There was a motion by Mr. Marshall, supported by Mr. Picardat, to approve the Tree Removal Agreement Between the Little River Band of Ottawa Indians and Manistee Blacker Airport Authority, and to authorize the Airport Authority Chair to execute the agreement.

A roll call vote was taken:

Yeas: 5 (Haw; Marshall; Picardat; Bell; Schulert)

Nays: 1 (Shafer)

Absent: 1 (Bergstrom)

Motion carried

Mr. Lind reminded the Authority that the tractor was put out for bids. Mr. Lind expected to get \$5,000 to \$7,000, however the high bid was \$10,556.56, with the next bid being \$10,506.00. The Authority agreed that if the high bidder backed out, Mr. Lind could sell the tractor to the next highest bidder, which is approximately \$50 less.

There was a motion by Mr. Picardat, supported by Mr. Shafer, to approve the sale of the tractor to the highest bidder for \$10,556.56.

A roll call vote was taken:

Yeas: 6 (Schulert; Shafer; Bell; Haw; Marshall; Picardat)

Nays: 0

Absent: 1 (Bergstrom)

Motion carried

There being no further business to come before the Authority, the meeting was adjourned at 11:55 A.M.

Respectfully Submitted,

Rachel Nelson, Airport Authority Secretary

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MANISTEE COUNTY BLACKER AIRPORT

MARCH 2016 ACCOUNTS PAYABLE

CHECK #	VENDOR NAME	AMOUNT
	BARRY LIND	\$ 3,500.00
	CONSUMERS ENERGY	\$ 3,858.09
	A T & T	\$ 26.80
	MICHCON (DTE ENERGY)	\$ 680.61
	MIKA MEYERS BECKETT & JONES	\$ 1,182.50
	VARNUM LLP	\$ 2,387.00
	ACE HARDWARE	\$ 51.96
	MAAE	\$ 250.00
	CUSTOM SHEET METAL	\$ 190.30
	GABRIDGE & COMPANY, PLC	\$ 3,250.00
	DIRECT TV	\$ 110.98
	COFESSCO FIRE PROTECTION	\$ 130.60
	PIPER MCCREDIE AGENCY	\$ -
	PIONEER GROUP	\$ 127.05
	MANISTEE TIRE	\$ 456.11
	ORCHARD BEACH AVIATION	\$ 475.00
	NAPA AUTO PARTS	\$ 186.73
	PRIMARY AIRPORT SERVICES	\$ -
	TOTAL	\$ 16,863.73
	ADVERTISING INVOICES	
	EPWORTH	\$ 110.00
	CADILLAC AREA CHAMBER OF COMMERCE	\$ -
	RIGHTSIDE DESIGN, LLC	\$ 1,411.38
	AMOR SIGN STUDIOS	\$ 140.57
	MIDWESTERN BROADCASTING (WTCM RADIO)	\$ -
	ORCHARD BEACH AVIATION	\$ 602.40
	TOTAL	\$ 2,264.35
	ORCHARD BEACH AVIATION	\$ 19,112.25
	REGULAR HOURS 279 @ 16.50	4,603.50
	MAINTENANCE HOURS 137.5 @ 16.50	2,268.75
	PART 139 LABOR	12,200.00
	INTERNET	40.00
	GRAND TOTAL	\$ 38,240.33

MANISTEE COUNTY BLACKER AIRPORT

	MARCH 2016 REVENUE & EXPENSES			BUDGET REMAINING		50%
	PREVIOUS MONTH	CURRENT MONTH	YEAR-TO DATE	ANNUAL BUDGET	BALANCE \$	%
INCOME:						
FEDERAL GRANT - AEAS	\$146,778.00	\$ 142,461.00	\$ 1,031,759.00	\$ 2,328,104.00	\$ 1,296,345.00	56%
HANGER RENTAL	\$ 1,900.00	\$ 2,096.79	\$ 15,056.79	\$ 31,000.00	\$ 15,943.21	51%
LANDING FEES - PUBLIC CHARTERS	\$ 18,382.10	\$ 18,382.10	\$ 110,292.60	\$ 220,585.00	\$ 110,292.40	50%
LANDING FEES - GENERAL AVIATION	\$ 18.00	\$ 36.00	\$ 171.00	\$ 750.00	\$ 579.00	77%
AUTO RENTAL SPACE	\$ 268.60	\$ -	\$ 268.60	\$ 6,000.00	\$ 5,731.40	96%
OFFICE RENT	\$ 1,065.00	\$ 1,065.00	\$ 6,390.00	\$ 13,500.00	\$ 7,110.00	53%
COUNTY OF MANISTEE	\$ 9,583.00	\$ 9,583.00	\$ 57,498.00	\$ 115,000.00	\$ 57,502.00	50%
STATE REIMB-MARKETING	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	100%
MARKETING - PUBLIC CHARTERS		\$ 10,000.00	\$ 10,000.00	\$ -	\$ (10,000.00)	0%
PASSENGER FACILITY CHARGES	\$ 949.50	\$ 958.50	\$ 14,931.00	\$ 22,500.00	\$ 7,569.00	34%
FUEL SALES	\$ 315.33	\$ 515.76	\$ 2,797.11	\$ 11,000.00	\$ 8,202.89	75%
SIGN LEASE	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	100%
MISCELLANEOUS	\$ -	\$ -	\$ 321.36	\$ 6,000.00	\$ 5,678.64	95%
TOTAL INCOME	\$179,259.53	\$ 185,098.15	\$ 1,249,485.46	\$ 2,778,439.00	\$ 1,528,953.54	55%
EXPENSES:						
AEAS CONTRACT-PUBLIC CHARTERS	\$146,778.00	\$ 142,461.00	\$ 1,031,759.00	\$ 2,328,104.00	\$ 1,296,345.00	56%
PERSONNEL - MANAGEMENT	\$ 3,500.00	\$ 3,500.00	\$ 21,000.00	\$ 42,000.00	\$ 21,000.00	50%
PERSONNEL - OP & MAINT	\$ 18,874.25	\$ 19,072.25	\$ 113,765.25	\$ 240,000.00	\$ 126,234.75	53%
DUES & FEES	\$ -	\$ 725.00	\$ 725.00	\$ 1,000.00	\$ 275.00	28%
SUPPLIES	\$ 416.72	\$ -	\$ 989.45	\$ 2,000.00	\$ 1,010.55	51%
UTILITIES	\$ 4,066.00	\$ 4,689.68	\$ 17,037.69	\$ 29,000.00	\$ 11,962.31	41%
FUEL	\$ 692.41	\$ -	\$ 3,436.87	\$ 9,000.00	\$ 5,563.13	62%
REPAIRS & MAINTENANCE	\$ 535.50	\$ 1,015.70	\$ 23,224.74	\$ 17,000.00	\$ (6,224.74)	-37%
CONTRACTED SERVICES	\$ 202.35	\$ -	\$ 403.35	\$ 1,200.00	\$ 796.65	66%
LEGAL	\$ 1,559.00	\$ 3,569.50	\$ 8,042.30	\$ 6,000.00	\$ (2,042.30)	-34%
AUDIT	\$ -	\$ 3,250.00	\$ 3,250.00	\$ 3,100.00	\$ (150.00)	-5%
ADVERTISING	\$ 2,105.88	\$ 2,264.35	\$ 16,174.71	\$ 40,000.00	\$ 23,825.29	60%
TELEPHONE	\$ 26.76	\$ 26.80	\$ 153.55	\$ 500.00	\$ 346.45	69%
TRAVEL	\$ 241.38	\$ -	\$ 241.38	\$ 500.00	\$ 258.62	52%
INSURANCE	\$ -	\$ -	\$ 19,919.22	\$ 22,000.00	\$ 2,080.78	9%
TRAINING (FIRE FIGHTER)	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	100%
EQUIPMENT	\$ 819.00	\$ 127.05	\$ 946.05	\$ 8,535.00	\$ 7,588.95	89%
BOOKKEEPING	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	100%
PFC EXPENSES	\$ 1,060.00	\$ -	\$ 14,089.05	\$ 22,500.00	\$ 8,410.95	37%
MISCELLANEOUS	\$ -	\$ -	\$ 327.21	\$ 1,000.00	\$ 672.79	67%
	\$180,877.25	\$ 180,701.33	\$ 1,275,484.82	\$ 2,778,439.00	\$ 1,502,954.18	54%
EXCESS REVENUE OVER/(UNDER) EXPENDITURES	\$ 4,396.82	\$ (25,999.36)				
BALANCE ON HAND - AIRPORT FUND						
BEGINNING BALANCE 03/01/2016	\$ 9,226.33					
MARCH RECEIPTS	\$ 159,659.33					
FEBRUARY DISBURSEMENTS	\$ (180,877.25)					

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\$ (11,991.59)

MANISTEE COUNTY BLACKER AIRPORT

MARCH 2016 BALANCE SHEET

ASSETS	3/31/2016	2/29/2016
CASH	\$ (11,991.59)	\$ 9,226.33
CASH - PFC ACCOUNT	\$ 69,928.59	\$ 68,970.09
ACCOUNTS RECEIVABLE		
PUBLIC CHARTERS	\$ 101,910.50	\$ 73,528.40
ADVERTISING GRANT	\$ 50,000.00	\$ 50,000.00
STATE GRANT	\$ -	\$ -
MISC.	\$ 1,288.55	\$ 873.33
TOTAL ASSETS	\$ 211,136.05	\$ 202,598.15

LIABILITIES	3/31/2016	2/29/2016
ACCOUNTS PAYABLE - TRADE	\$ 180,701.33	\$ 180,877.25
ACCOUNTS PAYABLE - COUNTY	\$ -	\$ -
PREPAID HANGER RENT	\$ -	\$ -
TOTAL LIABILITIES	\$ 180,701.33	\$ 180,877.25

FUND BALANCE	\$ 25,908.82	\$ 21,512.00
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TOTAL LIABILITIES AND FUND BALANCE	\$ 206,610.15	\$ 202,389.25
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PASSENGER FACILITY CHARGES COLLECTED THROUGH 01//31/2016	\$ 139,547.23
STATE OF MICHIGAN (PARKING LOT & T-HANGERS)	\$ (7,625.00)
CONSUMERS ENERGY	\$ (313.50)
STATE OF MICHIGAN (PARKING LOT & T-HANGERS)	\$ 313.50
TRANSFER OF PUBLIC IMPROVEMENT FUNDS	\$ 683.39
MANISTEE COUNTY ROAD COMMISSION	\$ (817.71)
STATE OF MICHIGAN (RAMP AREAS)	\$ (4,363.00)
J RANCK ELECTRIC	\$ (4,400.00)
STATE OF MICHIGAN	\$ (22,740.00)
STATE OF MICHIGAN (TAXIWAY)	\$ 38.92
STATE OF MICHIGAN (T-HANGAR ETC.)	\$ 279.86
JOHNSON DIVERSIFIED SERVICES	\$ (6,800.00)
PREIN & NEWHOF	\$ (9,786.05)
PREIN & NEWHOF	\$ (10,180.05)
PREIN & NEWHOF	\$ (2,849.00)
JOHNSON DIVERSIFIED SERVICES	\$ (1,060.00)
PFC FUNDS AVAILABLE	\$ 69,928.59

AUTO RENTAL REVENUE BY COMPANY THROUGH 01/31/2016	
MOWERY LEASING & RENTAL	\$ 268.60
GWK AGENCY	\$ -

ORCHARD BEACH AVIATION

March 2016

RENT

OFFICE	\$340.00	
HANGER	\$200.00	
FUEL	\$515.76	
T-SHIRT SALES	\$0.00	(0 @ \$12)
LANDING FEES		
TWIN	\$0.00	(0 @ \$9)
JET	\$36.00	(2 @ \$18)
DAILY HANGERS	\$196.79	(8 @ \$25 less CC fees)
TOTAL	\$1288.55	

FUEL SALES MARCH 2016

100LL 509.9 Gal

JET 3598.2 Gal

TOTAL 4108.1 Gal

General 1194.6 Gal @ .15 = \$179.19

PublicCharters 1000.0 Gal @ .15 = \$150.00

PublicCharters 1680.8 Gal @ .08 = \$134.46

PublicCharters 0.0 Gal @ .02 = \$0.00

Orchard Beach 232.7 Gal @ .15 = \$34.91

Orchard Beach 0.0 Gal @ .08 = \$0.00

DIESEL FUEL 8.6 Gal @ \$2.00 = \$17.20

May Travel as of 4/9/16

Best Fares

	MBL	TVC	GRR	MKG
Atlanta (ATL)	330 DL	407 AA	218 DL	214 UA
Boston (BOS)	366 DL	287 DL	194 DL	311 UA
Chicago (MDW or ORD)	129 P1	261 DL	98 WN	334 UA
Dallas (DFW)	333 DL	407 AA	312 WN	495 UA
Denver (DEN)	440 DL	407 DL	324 DL/UA	392 UA
Houston (HOU)	343 DL	407 DL	324 WN	483 UA
Kansas City (MCI)	293 DL	303 AA	258 DL	293 UA
Las Vegas (LAS)	450 WN	365 UA	375 WN	377 UA
Los Angeles (LAX)	492 WN	366 UA	399 WN	365 UA
Minneapolis (MSP)	306 DL	155 UA	362 WN	439 UA
New York Area (NYC)	331 DL	375 DL	288 WN	307 UA
Orlando (MCO)	343 DL	265 DL	213 WN	225 UA
Philadelphia (PHL)	287 WN	179 DL	328 DL	363 UA
Phoenix (PHX)	517 WN	366 AA	318 DL	718 UA
Portland (PDX)	516 WN	425 AA	389 DL	478 UA
San Diego (SAN)	505 WN	405 AA	360 UA	393 UA
San Francisco (SFO)	423 DL	363 DL/UA	345 DL	343 UA
Seattle (SEA)	487 WN	405 AA	447 AA	397 UA
St Louis (STL)	347 DL	299 DL	220 DL	229 UA
Washington DC Area (WA)	313 DL	275 AA	190 DL	248 UA

Average Fare	\$377.55	\$336.10	\$298.10	\$370.20
Change from last month	\$16.45	\$6.90	\$13.55	\$17.40
Change from two months	\$23.00	-\$26.35	\$16.05	\$11.90
Fares Pulled 4/9/16 for travel 5/24/16 - 5/31/16				

Best Fares +7 days parking

	MBL	TVC	GRR	MKG
Atlanta (ATL)	330 DL	447 AA	272 DL	249 UA
Boston (BOS)	366 DL	327 DL	248 DL	346 UA
Chicago (MDW or ORD)	129 P1	301 DL	152 WN	369 UA
Dallas (DFW)	333 DL	447 AA	366 WN	530 UA
Denver (DEN)	440 DL	447 DL	378 DL/UA	427 UA
Houston (HOU)	343 DL	447 DL	378 WN	518 UA
Kansas City (MCI)	293 DL	343 AA	312 DL	328 UA
Las Vegas (LAS)	450 WN	405 UA	429 WN	412 UA
Los Angeles (LAX)	492 WN	406 UA	453 WN	400 UA
Minneapolis (MSP)	306 DL	195 UA	416 WN	474 UA
New York Area (NYC)	331 DL	415 DL	342 WN	342 UA
Orlando (MCO)	343 DL	305 DL	267 WN	260 UA
Philadelphia (PHL)	287 WN	219 DL	382 DL	398 UA
Phoenix (PHX)	517 WN	406 AA	372 DL	753 UA
Portland (PDX)	516 WN	465 AA	443 DL	513 UA
San Diego (SAN)	505 WN	445 AA	414 UA	428 UA
San Francisco (SFO)	423 DL	403 DL/UA	399 DL	378 UA
Seattle (SEA)	487 WN	445 AA	501 AA	432 UA
St Louis (STL)	347 DL	339 DL	274 DL	264 UA
Washington DC Area (WA)	313 DL	315 AA	244 DL	283 UA

Average Fare	\$377.55	\$376.10	\$352.10	\$405.20
Change from last month	\$16.45	\$6.90	\$13.55	\$17.40
Change from two months	\$23.00	-\$26.35	\$16.05	\$11.90

Parking Fees for one week are \$0 at Manistee, \$40 at Traverse City, \$54 at Grand Rapids, \$35 at Muskegon

APPENDIX E

Manistee County Blacker Airport

Enplaned/Deplaned

	2011		2012		2013		2014		2015		2016	
	Out/In	Total	Out/In	Total	Out/In	Total	Out/In	Total	Out/In	Total	Out/In	Total
Jan	GL 201/169	370	F9 523/366	889	134/126	260	161/107	268	188/162	350	218/185	403
Feb	202/194	396	462/431	893	128/120	248	136/124	260	207/191	398	226/219	445
Mar	225/215	440	112/176	288	162/173	335	191/175	366	217/216	433	247/240	487
Apr	L 147/171 F9 489/389	1193	0/0	0	158/158	316	194/218	412	240/254	494		
May	1454/1525	2979	P1 71/58	129	189/189	378	251/255	506	346/356	718		
Jun	1206/1342	2548	234/250	484	239/288	527	346/405	751	406/478	912		
Jul	1595/1568	3163	465/467	932	421/409	830	653/659	1312	1016/1050	2066		
Aug	1833/1567	3400	497/500	997	391/413	804	663/685	1348	889/787	1676		
Sep	1332/1234	2566	362/297	659	248/237	485	391/312	703	390/378	768		
Oct	1024/1004	2028	150/149	299	229/215	444	338/335	673	349/346	695		
Nov	722/715	1437	36/33	69	168/198	366	275/266	541	249/266	515		
Dec	674/798	1472	131/138	269	197/200	397	295/293	588	291/295	586		
Total		21992		5908		5390		7728		9611		1335

On-time Performance

	2011		2012		2013		2014		2015		2016	
	Cancel/Delay	On-time										
Jan	15%/38%	48%	12%/8%	80%	0%/15%	85%	0%/14%	86%	2%/27%	71%	4%/13%	83%
Feb	15%/28%	58%	6%/11%	83%	6%/16%	78%	9%/3%	88%	9%/9%	82%	2%/22%	76%
Mar	21%/19%	60%	14%/8%	78%	0%/0%	100%	0%/7%	93%	0%/9%	91%	0%/13%	87%
Apr	***	***	***	***	0%/3%	97%	0%/4%	96%	3%/5%	92%		
May	3%/25%	72%	0%/10%	90%	0%/6%	94%	0%/4%	96%	0%/18%	82%		
Jun	6%/20%	74%	0%/6%	94%	0%/3%	97%	0%/15%	85%	0%/13%	87%		
Jul	0%/37%	63%	0%/7%	93%	0%/19%	81%	1%/20%	79%	0%/32%	68%		
Aug	0%/36%	64%	0%/8%	92%	2%/16%	82%	1%/19%	80%	0%/14%	86%		
Sep	0%/23%	77%	0%/5%	95%	0%/0%	100%	0%/15%	85%	0%/16%	84%		
Oct	1%/5%	94%	0%/22%	78%	0%/9%	91%	0%/18%	82%	0%/2%	98%		
Nov	2%/11%	87%	0%/5%	95%	6%/6%	88%	2%/19%	79%	0%/15%	85%		
Dec	2%/15%	83%	0%/11%	89%	3%/19%	78%	0%/15%	85%	5%/19%	76%		

TREE REMOVAL AGREEMENT
BETWEEN
THE LITTLE RIVER BAND OF OTTAWA INDIANS
AND
MANISTEE BLACKER AIRPORT AUTHORITY

TREE REMOVAL AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of _____, 2016, between the LITTLE RIVER BAND OF OTTAWA INDIANS, a federally recognized tribe, as reaffirmed under P.L. 103-324, enacted on September 21, 1994, 375 River Street, Manistee, Michigan 49660 (the "Tribe"), and the MANISTEE BLACKER AIRPORT AUTHORITY, an Airport Authority formed pursuant to Act 206 of the Public Acts of 1957, as amended, 2323 Airport Road, Manistee, Michigan 49660 (the "Authority");

RECITALS:

WHEREAS, the Tribe owns certain lands located within the airport approach area for aircraft taking off or landing at the Manistee Blacker Airport; and

WHEREAS, the Tribe is willing to permit the removal of trees that are potential obstructions to aircraft landing or taking off from the Manistee Blacker Airport on the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of their respective undertakings, the parties agree as follows:

1. **Tribal Land.** The Tribe owns lands (the "Land") which are the subject of this Agreement and are located in Manistee Township, Manistee County, Michigan, to-wit:

NE 1/4, EXC COM NE COR OF SE 1/4 OF NE 1/4, W 264 FT, S 1 DEG 40 MIN E 165 FT, E 264 FT, N 165 FT TO POB ALSO EXC HWY R/W L248 P18 SEC 28 T22N R16W.

2. **Authority Land.** The Authority owns lands and avigation easements (the "Authority Land") which are part of Manistee Blacker Airport..

3. **Airport Approach Area.** The Authority's airport approaches are designated in its Manistee County Blacker Airport Layout Plan and extend over the Land of the Tribe.

4. **Grant of Non-Exclusive Easement to remove Trees.**

a. **Grant of Non-Exclusive Easement.** The Land covered by this Agreement contains certain trees impacting the safety of aircraft landing and taking off from the Manistee Blacker Airport. The Tribe grants by this Agreement a non-exclusive easement to Authority to arrange for the removal of trees posing a potential obstruction to aircraft. Authority shall provide notice to the Tribe of its intent to enter onto the Land to remove trees, including the number and approximate location of said trees it intends to remove. Tree removal shall be the responsibility of the Authority, with limbs removed offsite. The main tree trunk of removed trees shall be cut into six (6) foot to eight (8) foot lengths, to the extent possible, and left in accessible locations near the removal location. Ground vegetation adjacent to a tree removed will be disturbed to the least extent possible and uneven ground leveled. The area from which trees may be removed is described in the Site Plan prepared by Prein & Newhof, dated June 2013 and attached as Exhibit "A". The initial removal of trees is detailed in the Detail Tree Plan dated June 2013 and attached as Exhibit "B".

b. **Replacement of Trees.** The Authority shall deliver to the Tribe a mixture of cedar plants (approximately one (1) inch in diameter) for every inch in diameter of the trees removed, as measured at diameter breast height (DBH). The replacement trees, if the number of replacements is less than fifteen (15) shall be a mixture of Juniperus virginiana and/or Thuja occidentalis. If the number of replacements is fifteen (15) or greater, then the replacements exceeding the first fourteen (14) shall be the following: forty (40%) percent Acer saccharum, twenty (20%) percent Pinus strobus and forty (40%) percent Quercus alba. Replacement trees shall be delivered to the Tribe's Aki Maadiziwin Housing Development. The Tribe shall be responsible for the planting of replacement trees and agrees that replacement trees shall not be planted within the airport approaches as designated in the Manistee County Blacker Airport Layout Plan.

c. **Oak Tree Removal.** The removal by the Authority of any oak trees shall occur during the months of September through March.

5. **Agents of the Tribe.**

a. **Department of Natural Resources.** The Tribe's Department of Natural Resources shall be its agent with regard to all notice and communications required pursuant to this Agreement and to take delivery of the replacement bare root whip trees.

6. **Hold Harmless.** The Authority shall hold harmless the Tribe from all claims, damages, and liability associated with the removal of trees pursuant to this Agreement.

7. **Term of Agreement.**

a. This Agreement shall take effect as of the Effective Date and shall continue unless terminated by the mutual agreement of the parties. The benefits and obligations of this Agreement shall pass to and be binding upon the parties successors and assigns and shall run with the Land.

8. **Notices.** All written notices and other documents to be delivered or transmitted hereunder shall be addressed to the respective parties at the below specified addresses or at such other address or addresses as shall be specified by the parties from time to time. The addresses of the parties are as follows:

Little River Band of Ottawa Indians
Attention: Department of Natural Resources
2608 Government Center Drive
Manistee, Michigan 49660

Manistee Blacker Airport Authority
Attention: Airport Director
2323 Airport Drive
Manistee, MI 49660

Written notices or other documents may be delivered in person, transmitted by facsimile or electronic mail, or by ordinary or certified mail, properly addressed with sufficient postage, if required.

9. **Miscellaneous.**

a. **Waiver.** The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

b. **Unenforceability.** If any paragraph or provision of the Agreement is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Agreement, which shall remain in full force and effect.

d. **Entire Understanding.** This Agreement represents the entire understanding and agreement between the parties hereto.

d. **Captions.** The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way to amplify or modify the terms and provisions hereof.

e. **Modification.** This Agreement may be changed or modified only by a written document signed by the parties.

f. **Interpretation of Agreement.** The Tribe and the Authority acknowledge that each party has had the opportunity to participate in the drafting of this Agreement. As a result, in the event of any ambiguity in this Agreement, it shall not be interpreted for or against any party on account of the drafting by any party.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates set forth below.

LITTLE RIVER BAND OF OTTAWA INDIANS

F-S

Dated: _____, 2016

By: _____

MANISTEE BLACKER AIRPORT AUTHORITY

Dated: _____, 2016

By: _____
Paul Schulert, Authority Board Chair

STATE OF MICHIGAN)
) ss.
COUNTY OF MANISTEE)

On this __ day of _____, 2016, before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, personally appeared **Larry Romanelli**, to me personally known, who by me being duly sworn, did say that he is the Tribal Ogema for the Little River Band of Ottawa Indians, a federally recognized tribe, and that this instrument was signed in behalf of the Little River Band of Ottawa Indians by authority of its Tribal Council, and acknowledged said instrument to be the free act and deed of the Little River Band of Ottawa Indians.

_____, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires:

STATE OF MICHIGAN)
) ss.
COUNTY OF MANISTEE)

On this __ day of _____, 2016, before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, personally appeared **Paul Schulert**, to me personally known, who by me being duly sworn, did say that he is the Chairperson of the Manistee Blacker Airport Authority, and that the said instrument was signed in behalf of the Authority by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of the Authority.

_____, Notary Public
Manistee County, Michigan
Acting in Manistee County, Michigan
My commission expires: