

MINUTES

Monday, May 16, 2016
10:00 A.M.

Manistee County Blacker Airport
Conference Room

Members Present: Paul Schulert, Chair; Doug Bell; Mark Bergstrom; Gerry Haw; and Dale Picardat

Members Absent: Alan Marshall; Brook Shafer

Others Present: Barry Lind, Airport Director; 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. It was requested that the Airport Sponsorship Package for FAA Approval be moved up on the agenda to follow the Approval of Minutes.

There was a motion by Mr. Schulert, supported by Mr. Bell, to approve the meeting agenda with moving the Airport Sponsorship Package for FAA Approval to immediately follow the Approval of Minutes. 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, April 18, 2016.

There was a motion by Mr. Bell, supported by Mr. Picardat, to approve the Airport Authority regular meeting minutes of Monday, April 18, 2016, as presented. Motion carried by unanimous vote.

The Authority next reviewed a resolution approving the Assignment and Assumption Agreement to Co-Sponsor Grants and Obligations with the Federal and State Governments, as prepared by Robert Buchanan of Varnum (APPENDIX A), as well as supporting documentation (APPENDIX B). The Manistee County Board of Commissioners will be considering a similar resolution at their next meeting. After discussion,

There was a motion by Mr. Picardat, supported by Mr. Bergstrom, to approve the Resolution Approving the Assignment and Assumption Agreement with the Manistee Blacker Airport Authority to Co-Sponsor Grants and Obligations with the Federal and State Governments.

A roll call vote was taken:

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

Nays: 0

Absent: 2 (Shafer; Marshall)

Motion carried

The Authority discussed the FY 2014/15 audit report, which was presented last month.

There was a motion by Mr. Haw, supported by Mr. Picardat, to accept the fiscal year 2014/15 audit.

A roll call vote was taken:

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

Nays: 0

Absent: 2 (Shafer; Marshall)

Motion carried

The Authority next reviewed the April 2016 Accounts Payable Report (APPENDIX C). Mr. Lind noted that the payment to Jus-Green is for pest control, and the payment to West Coast Farm Service is for parts for the mower.

There was a motion by Mr. Schulert, supported by Mr. Bell, to approve the April 2016 Accounts Payable Report and authorize payment of the outstanding invoices totaling \$38,776.68.

A roll call vote was taken:

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

Nays: 0

Absent: 2 (Shafer; Marshall)

Motion carried

The Authority also reviewed the April 2016 Financial Statement (APPENDIX D), which includes a Balance Sheet, a Statement of Revenue and Expenses, and a running account of the Passenger Facility Charges collected. It was noted that reimbursement of \$10,000 has been requested through the State marketing grant. Mr. Lind noted that in the past, the sale of an asset would go towards the Capital Improvement Fund, however, the sale of the tractor was put in miscellaneous income.

There was a motion by Mr. Bergstrom, supported by Mr. Bell, to move the income from the sale of the tractor to the Capital Improvement Fund.

A roll call vote was taken:

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

Nays: 0

Absent: 2 (Shafer; Marshall)

Motion carried

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

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

None of the Committees held meetings during the last month.

Mr. Picardat left the meeting.

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 June 2016 (APPENDIX F). Mr. Lind presented information on airplane passenger numbers for 2016 as well as the previous five years (APPENDIX G).

The annual airport inspection will take place June 27-29, 2016. The annual AFRR (firefighter) training took place on May 3, 2016, in Saginaw. Mr. Lind reminded the Authority that every other year, the training is held off-site.

There was no update on the hangar expansion/door repair project. Plans 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.

Mr. Bergstrom left the meeting.

Two FAA projects are in the works for this summer. The first, which involves lighting off the end of the main runway, was discussed previously, and had been anticipated to start June 6, 2016, with the runway being open 7:00 A.M. – 10:30 A.M., and 3:30 P.M. until the flight came in. The project is estimated to take two weeks. The FAA did not get the project out for bids, and is now looking at a start date of June 27, 2016, which is unacceptable due to that being the peak season for flights. The local FAA in Traverse City is also not in support of this project taking place during July or August. Mr. Lind and the FAA in Traverse City are going to recommend that this project take place in late August or September. The FAA is mandated by Congress to have this project completed by the end of the fiscal year (September 30, 2016), and has had 8 years to get the project done.

The other FAA project involves upgrading the AWOS (weather observation system). The new system will be much larger physically than the current system, and they had to work hard to find a location for it in the terminal. The AWOS is FAA owned/maintained equipment. The upgrades are scheduled to take place the week of June 20, 2016.

Overall, air service quality continues to be good. April had no canceled flights. There were 7 delays, but most were 15-30 minutes, with the longest being 43 minutes. TSA has caused some delays because they wait to open the gate. April saw flat passenger numbers on 14% fewer flights than the previous year. May is trending flat to slightly up.

The summer air service schedule has been released and advanced sales are being monitored to determine days when a third flight is needed. July 5th and 6th will have a third flight.

The peak season for marketing is April through July. TV spots will start this week and run through early July through a trade deal with 9&10. Radio spots will be with MacDonald Garber Broadcasting (Cadillac and Traverse City focus), and will start today and run through mid July. Three giveaways are planned through Facebook and other social media (Lollapalooza in July, Tigers/White Sox game over Labor Day, and a Chicago getaway in October). Facebook advertising and Google Adwords have also continued. The next project is a referral/frequent flyer program.

The airport received a MIOSHA complaint, with an on-site inspection taking place on April 18, 2016. Since the airport doesn't employ any personnel, the complaint should have addressed Orchard Beach Aviation, however, Orchard Beach Aviation doesn't own or maintain the equipment. Two items may need to be addressed by the airport – back garage ventilation and hangar electrical boxes. Mr. Lind is waiting for the final report to determine what needs to be done.

No progress has been made regarding the Coho Bend billboard.

The Little River Band of Ottawa Indians came back with additional changes to the tree removal agreement after it was approved last month. The updated agreement will need to be approved once it is received.

Mr. Lind has continued to work on information to share with the public regarding drones and airports. He plans to have a draft for the Authority to review next month.

Mr. Lind is working to have a recommendation on how to move forward with fixing the t-hangar. The contractor who did the work on the equipment building was going to rehab the old t-hangar while he was here, and now has backed out of his quote since that didn't happen. This work is part of the capital improvement budget plan.

Mr. Lind has spoken with Tom Kaminski, County Controller/Administrator, regarding the septic/sewer hookup. If the airport had been engaged earlier, the hook up could possibly have been provided at no cost. Now the hookup fees can be waived, but the airport would need to pay the cost of construction. Prein & Newhof is looking into estimates on the cost of hooking into the sewer system, and comparing that to replacing the septic system. It was noted that no one is being forced to hook into the new sewer system now that it exists.

Mr. Lind informed the Authority that a 10 foot strip on the edge of the intersection of the main taxiway alpha and the short crosswind runway 191 is crumbling. Prein & Newhof has advised that this should be addressed this year. The airport may need to pay for the repair and then be reimbursed later due to the FAA status issue.

Prein & Newhof is willing to contribute \$5,000 towards painting the old section of the equipment building blue to match the new section. The contractor is estimating it will cost \$10,000. Mr. Lind isn't sure if the cost is worth it since it's just aesthetics.

Mr. Lind reminded the Authority that there are six pages of goals in the strategic plan, which includes economic development. In the past, the airport was approached by a company from Canada that specializes in economic development for small airports. Funds would be needed to engage them, and now that the strategic plan is done, the airport should consider pursuing this. The AES has not yet helped in this area. One idea that Mr. Lind has is a restaurant in the corner of the parking lot. This will be discussed more next month.

There being no further business to come before the Authority, the meeting was adjourned at 11:45 A.M.

Respectfully Submitted,

Rachel Nelson, Airport Authority Secretary

Visit: www.manisteecountymi.gov to view Calendar of Events, County Board Agendas/Minutes, Committee Meeting Minutes, Airport Authority Minutes (under More Departments and Services), etc.

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**MANISTEE BLACKER AIRPORT AUTHORITY
MANISTEE, MICHIGAN**

At a regular meeting of the Manistee Blacker Airport Authority held at the Airport Terminal Building, 2323 Airport Road, Manistee, Michigan 49600 on _____, 2016 at _____ m. Board Member _____, supported by Board Member _____ moved the adoption of the following Resolution:

**RESOLUTION APPROVING THE ASSIGNMENT AND ASSUMPTION AGREEMENT
WITH THE MANISTEE BLACKER AIRPORT AUTHORITY TO CO-SPONSOR
GRANTS AND OBLIGATIONS WITH THE FEDERAL AND STATE GOVERNMENTS**

WHEREAS, the Manistee Blacker Airport Authority (Authority) was created by the County of Manistee (County) and the City of Manistee (City) under the Community Airport Authority Act, MCL 259.621 *et. seq.*, by lawful actions of their respective governing bodies, and Articles of Incorporation were filed with the Michigan Secretary of State on March 13, 1991; and

WHEREAS, on May 6, 1997, the Manistee City Council voted unanimously in Item 97-69 to transfer its interests to the County; and

WHEREAS, on May 6, 1997, as revised on December 18, 1997, the City and County entered into a transfer Agreement by which the City withdrew from membership in the Authority and, by quitclaim deed to the County, divested itself of any ownership of Airport property; and

WHEREAS, the Federal Aviation Administration never formally approved the Authority as sole Airport Sponsor or the release of the City from federal obligations and has suspended grants to the airport pending agreement of the County and the Authority to co-sponsorship and assumption of all prior and future obligations to the federal government; and

WHEREAS, the Manistee Blacker Airport Authority adopted a Resolution on March 21, 2016 approving and ratifying the withdrawal of the City of Manistee from the Authority; and

WHEREAS, in order to implement the assignment and assumption of all obligations, it is necessary to enter into an Assignment and Assumption Agreement, an Intergovernmental Agreement for the Supply of Municipal Services from the County to the Authority, as well as a Quitclaim Deed transferring a reversionary interest in Airport land to the County:

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Assignment and Assumption Agreement, the Intergovernmental Agreement for the Supply of Municipal Services from the County to the Manistee Blacker Airport Authority, as well as a Quitclaim Deed to the County are hereby approved and the Chair is authorized to sign.

All actions taken in reliance upon the Transfer Agreement with the City, actions of the City of Manistee, actions of the County of Manistee and actions of the Manistee Blacker Airport Authority in pursuance of the affairs of the Authority are hereby ratified.

All resolutions or parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I certify that this is a true and complete copy of a resolution adopted by the Manistee Blacker Airport Authority, at a regular meeting held on _____, 2016.

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT and ASSUMPTION AGREEMENT (the "Assignment") is made as of _____ 2016, by and between the County of Manistee of 415 Third Street, Manistee, Michigan 49660 ("County") and the Manistee Blacker Airport Authority of 2323 Airport Rd., Manistee, Michigan 49660, ("Authority").

RECITALS:

The County is a Michigan county and member of the Manistee Blacker Airport Authority, owner of the Manistee Blacker Airport Airport (the "Airport") located in Manistee Township, Michigan.

The City of Manistee ("City") and the County adopted Resolutions approving the creation of the Authority, by Resolutions dated July 2, 1990 and July 17, 1990, respectively.

The Authority was created under the Community Airport Authority Act, 1957 P.A. 206, being MCL 259.621, *et. seq.*, with the City and the County as the appointing members.

The Authority has all the rights and powers granted by Michigan Compiled Laws 259.621, *et. seq.* to a community airport authority to acquire, hold, construct, improve, maintain, operate, own, and lease aviation facilities and to exercise all powers necessary, appurtenant, convenient, or incidental to the carrying out of the powers.

On November 18, 1997, the City and County entered into a Transfer Agreement by which the City withdrew from membership in the Authority and, by quitclaim deed to the County, divested itself of any ownership of Airport property.

On July 17, 2001, the County deeded the Airport property to the Authority.

The County and the Authority seek approval and recognition by the Federal Aviation Administration to act as co-sponsors for purposes of the receipt of federal funds, including the obligation to comply with the responsibilities imposed under the FAA Sponsor's Assurances in connection with the Grant Agreements. In addition to this Assignment, the parties have executed an Intergovernmental Agreement for the Supply of Municipal Services by the County to the Authority.

AGREEMENT

The parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated in this Assignment.
2. Incorporation of Exhibits. The following exhibits are made a part of this agreement: Exhibit A, Resolutions of the City and the County creating the Authority; Exhibit B, Transfer Agreement; Exhibit C, Quitclaim deed from the City to the County; Exhibit D, Quitclaim of Airport property from the County to the Authority; Exhibit E, Grant Agreements;

Exhibit F, Passenger Facility Charge (PFC) Records of Decision; Exhibit G, Michigan Compiled Laws 259.621 *et. seq.*; Exhibit H, ALP Exhibit A property map.

3. Assignment. County hereby grants, conveys, transfers and assigns to Authority, all of County's rights, title, interests and obligations in, to and under the Grant Agreements, including but not limited to the Grant Agreements listed on the attached Exhibit D, and Passenger Facility Charge (PFC) Records of Decision listed in Exhibit E. It is the intent of the parties that the rights, title and interest of the County under all outstanding Grant Agreements between the FAA and the County and Passenger Facility Charge (PFC) Records of Decision are being assigned to Authority, subject to the County's pledge of co-sponsorship contained in paragraph 5 below.

4. Acceptance/Assumption. From on and after the date of this Assignment. Authority, as a co-sponsor, hereby accepts the assignment granted, and assumes, covenants, acknowledges and agrees to be bound by and to perform, observe and be subject to all of the terms, covenants and conditions of the Grant Agreements (including the obligation to comply with the responsibilities imposed under the FAA Sponsor's Assurances in connection with the Grant Agreements), the terms, covenants and conditions of which are hereby incorporated herein by reference.

5. Transfer of Airport Revenue and Personal Property. To the extent not already transferred, the County shall transfer to the Authority on the effective date of this transfer the following: (a) any Airport funds on hand and (b) all equipment and personal property used in the operation of the Airport and acquired with airport revenue and federal financial assistance to the Authority. If at any time the Authority ceases to exist, by dissolution or otherwise, or the airport property ceases to be used as an airport or for airport facilities, all airport property shall revert to the County; provided, that the creation of non-aeronautical uses shall not effect a reversion so long as the uses are ancillary to a principal airport use. In order to effect the reversionary interest, the Authority has executed a Quitclaim Deed to the County upon the foregoing terms and conditions.

6. County as Co-Sponsor. In order assure compliance with the FAA Sponsor Assurances in connection with the Grant Agreements, the County shall be for all purposes a "co-sponsor," legally binding it to comply with the terms of any outstanding Grant Agreements in the event the Authority is unable to do so. The County and the Authority each shall be bound to perform all the obligations, terms and conditions on their part to be performed pursuant to Grant Agreements and any other terms, conditions and requirements established by the United States of America acting through the U.S. Department of Transportation, Federal Aviation Administration. The governing body of each of the co-sponsors is required to take appropriate action to formally approve or disapprove the acceptance of Grant Agreements.

7. Assumption of City Obligations and Release. In pursuance of the Transfer Agreement attached as Exhibit B, County and Authority jointly and severally assume any and all grants and obligations of the City with respect to the Airport and release and hold the City harmless therefrom.

8. Representation. County represents and warrants that:

(a) It has fully complied with the terms of the Grant Agreements, that it is not in default under the terms of the Grant Agreements, that it has not received notice of default from any other party to the Grant Agreements and that, to the best of the knowledge of County, no other party to the Grant Agreements is in default under the terms of the Grant Agreements.

(b) The County has the right to assign the Grant Agreements.

9. Notice. Any notice herein required or permitted to be given will be deemed given if and when mailed in a sealed envelope by United States certified mail, return receipt requested, postage prepaid, properly addressed as follows or such other address as specified by notice to the other party in accordance with the provisions of this section:

As to County:
Office of the Administrator
County of Manistee
415 Third Street
Manistee, Michigan 49660

As to Authority:
Airport Director
Manistee Blacker Airport Authority
2323 Airport Rd.
Manistee, Michigan 49660

10. Legally Binding. All of the terms, agreements, covenants, and conditions and obligations contained in this Assignment and Assignment Agreement will be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties. The FAA is intended to be a third party beneficiary with respect to all provisions of this Assignment and Assumption Agreement.

11. Complete Agreement. This Assignment together with the Agreement Between the County and the Authority for the Provision of County Services constitute the entire understanding and agreement of the County and Authority and supersedes all prior agreements and understandings between them, whether written or verbal, with respect to the subject matter hereof.

12. Non-Waiver; Modification. No failure by either party to insist upon the strict performance of any provision of this agreement or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial compensation or other performance by either party during the continuance of any breach will constitute a waiver of a breach of any provision. No oral modification of this Assignment will be binding, and any modification must be in writing and signed by the parties.

13. Construction. Each party acknowledges that both of them participated equally in the drafting of this Assignment and that, accordingly, any rule to the effect that this Assignment is to be construed more strictly against one party than another is not to be applied to the interpretation of this Assignment or any amendments or exhibits to it.

IN WITNESS WHEREOF, County and Authority have caused this Assignment to be executed by their duly authorized representatives the day and year first above written.

COUNTY OF MANISTEE

MANISTEE BLACKER AIRPORT
AUTHORITY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

E. RPTS OF MINUTES OF REGULAR ME. NG
OF THE MANISTEE CITY COUNCIL
HELD ON THE July 2 DAY OF JULY, 1990

AIRPORT AUTHORITY RESOLUTION
CITY OF MANISTEE

WHEREAS, the City of Manistee and the County of Manistee have expressed an interest in forming an Airport Authority, under Act 312, Public Acts, 1982, as amended, to own and operate the existing Manistee Blacker Airport, and

WHEREAS, the Airport Authority shall be directed and governed by an Airport Authority Board consisting of eight members, appointed by members of the City Council of the City of Manistee, and by members of the Manistee County Board of Commissioners, as follows, to-wit:

- City of Manistee----- four members
- County of Manistee ----- four members, and

WHEREAS, upon approval of a majority of the members of the Manistee City Council, and upon approval of a majority of the members of the Manistee County Board of Commissioners, the City of Manistee and the County of Manistee would thereupon, for the sum of one (\$1.00) dollar, transfer and convey to the Airport Authority, all facilities, owned by the City of Manistee and the County of Manistee, located at Manistee Blacker Airport, excepting storage rights of fluid minerals, and further excepting all oil, gas, minerals, hydro-carbons and the rights to same, which transfer and conveyance shall include, but not be limited to, real estate, easements, lease holding, hangers and miscellaneous property within ninety (90) days of the formation of the Airport Authority, provided, however, if the Airport Authority should ever cease to exist, or be dissolved, or if any real estate should ever cease to be used for Airport purposes, all property interests transferred and conveyed, or hereafter transferred or conveyed to the Airport Authority, for airport purposes, shall be retransferred, reconvey and revert to the City of Manistee and to the County of Manistee, as follows:

TO: City of Manistee, Michigan, an undivided one-half (1/2) interest in and to all real estate and an one-half (1/2) interest in and to all personal property,

TO: County of Manistee, Michigan, an undivided one-half (1/2) interest in and to all real estate and an one-half (1/2) interest in and to all personal property, and

WHEREAS, the descriptions of the property to be transferred and conveyed to the Airport Authority are described in Schedule "A", which is hereto attached, made a part hereof and incorporated herein by reference.

NOW, THEREFORE, Be It Resolved, That the City of Manistee become a member of an Airport Authority, formed under the provisions of Act 312, Public Acts, 1982, as amended, and that up to one (1) mill of the latest assessed valuation, as equalized by the state, may be requested and certified by the Airport Authority Board annually for the purpose of planning, promoting, enlarging, extending, acquiring, constructing, improving, owning, maintaining and operating the necessary landing, navigational and building facilities of the existing Manistee Blacker Airport and to allow implementation of other provisions of the Airport Authority Act, provided the Airport Authority shall have no power to certify an amount greater than one (1) mill of the latest assessed valuation, as equalized by the state and any act to so levy, shall result in a revocation of this resolution and cause a dissolution of the membership of the City of Manistee in the Authority.

BE IT FURTHER RESOLVED, That all or any portion of the requested money may be pledged by the governing body of the Airport Authority for the payment of revenue bonds under Act No. 94 of the Public Acts of 1933, as amended, being Sections 141.101 to 141.139 of Michigan Compiled Laws.

BE IT FURTHER RESOLVED, That the City of Manistee shall have four members on the Authority and the members shall be appointed by the Mayor of the City of Manistee and confirmed by the Manistee City Council. The appointments to the Airport Authority shall be for staggered terms, the term of the first member appointed, after the formation of the Airport Authority shall be for a term of one (1) year, expiring on July 2, 1991, the term of the second

member appointed shall be for a term of two (2) years, expiring on July 2, 1992, the term of the third member appointed shall be for a term of three (3) years, expiring on July 2, 1993, and the term of the fourth member appointed shall be for a term of four (4) years expiring on July 2, 1994. Two (2) Airport

Authority member(s) may, in the discretion of the Manistee City Council, be elected members of the City Council, provided, however, that the term of any elected member shall not extend beyond his or her term of office, and any subsequent appointment of an elected member shall be made in like manner, and, in the event a member or members of the City Council are appointed to the Airport Authority, the staggered term of office of all appointees and length of the staggered term may be changed at any time, in the discretion of the City Council, to conform to the provisions hereinabove set forth.

BE IT FURTHER RESOLVED, That the Authority shall be considered, created and become operative on the date that the City of Manistee and the County of Manistee have passed resolutions forming an Airport Authority, and have appointed members of the Airport Authority. Thereafter, the members appointed shall convene to undertake the requirements of the Airport Act, being Act 312, Public Acts of 1982, as amended.

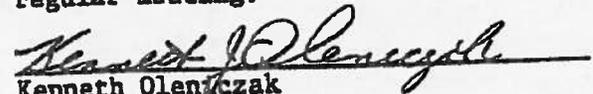
BE IT FURTHER RESOLVED, That the Authority created is a Charter Authority within the meaning of Section 6 of Article 9 of the Constitution of the State of Michigan, 1963.

BE IT FURTHER RESOLVED, That the Airport Authority shall be a body corporate with power to sue and be sued in any court of the State of Michigan and may exercise all powers necessary or incidental to its purpose, provided the Authority shall have no power to condemn any of the property described in Schedule "A", and any act to so condemn any of the property described in Schedule "A", shall result in a revocation of this resolution and cause a dissolution of the Authority.

CERTIFICATION

I, Kenneth Oleniczak, City Clerk of the City of Manistee, Manistee County, Michigan, do hereby certify that I was present at the regular meeting of the Manistee City Council, held on July 2, 1990, and that I kept the minutes of said regular meeting and that the above resolution is a true, accurate and correct copy of a resolution adopted by the Manistee City Council at said regular meeting.

Dated: July 3, 1990


Kenneth Oleniczak

STATE OF MICHIGAN
OF THE MANISTEE COUNTY BOARD OF COMMISSIONERS
HELD ON THE 17TH DAY OF JULY, 1990

AIRPORT AUTHORITY RESOLUTION
COUNTY OF MANISTEE

WHEREAS, the County of Manistee and the City of Manistee have expressed an interest in forming an Airport Authority, under Act 312, Public Acts, 1982, as amended, to own and operate the existing Manistee Blacker Airport, and

WHEREAS, the Airport Authority shall be directed and governed by an Airport Authority Board consisting of eight members, appointed by members of the Manistee County Board of Commissioners, and by members of the City Council of the City of Manistee, as follows, to-wit:

- County of Manistee----- four members
- City of Manistee ----- four members, and

WHEREAS, upon approval of a majority of the members of the Manistee County Board of Commissioners, and upon approval of a majority of the members of the Manistee City Council, the County of Manistee and the City of Manistee would thereupon, for the sum of one (\$1.00) dollar, transfer and convey to the Airport Authority, all facilities, owned by the County of Manistee and the City of Manistee, located at Manistee Blacker Airport, excepting storage rights of fluid minerals, and further excepting all oil, gas, minerals, hydro-carbons and the rights to same, which transfer and conveyance shall include, but not be limited to, real estate, easements, lease holding, hangers and miscellaneous property within ninety (90) days of the formation of the Airport Authority, provided, however, if the Airport Authority should ever cease to exist, or be dissolved, or if any real estate should ever cease to be used for Airport purposes, all property interests transferred and conveyed, or hereafter transferred or conveyed to the Airport Authority, for airport purposes, shall be retransferred, reconveyed and revert to the County of Manistee and to the City of Manistee, as follows:

TO: County of Manistee, Michigan, an undivided one-half (1/2) interest in and to all real estate and an one-half (1/2) interest in and to all personal property,

TO: City of Manistee, Michigan, an undivided one-half (1/2) interest in and to all real estate and an one-half (1/2) interest in and to all personal property, and

WHEREAS, the descriptions of the property to be transferred and conveyed to the Airport Authority are described in Schedule "A", which is hereto attached, made a part hereof and incorporated herein by reference.

NOW, THEREFORE, Be It Resolved, That the County of Manistee become a member of an Airport Authority, formed under the provisions of Act 312, Public Acts, 1982, as amended, and that up to one (1) mill of the latest assessed valuation, as equalized by the state, may be requested and certified by the Airport Authority Board annually for the purpose of planning, promoting, enlarging, extending, acquiring, constructing, improving, owning, maintaining and operating the necessary landing, navigational and building facilities of the existing Manistee Blacker Airport and to allow implementation of other provisions of the Airport Authority Act, provided the Airport Authority shall have no power to certify an amount greater than one (1) mill of the latest assessed valuation, as equalized by the state and any act to so levy, shall result in a revocation of this resolution and cause a dissolution of the membership of the County of Manistee in the Authority.

BE IT FURTHER RESOLVED, That all or any portion of the requested money may be pledged by the governing body of the Airport Authority for the payment of revenue bonds under Act No. 94 of the Public Acts of 1933, as amended, being Sections 141.101 to 141.139 of Michigan Compiled Laws.

BE IT FURTHER RESOLVED, That the County of Manistee shall have four members on the Authority and the members shall be appointed by the Manistee County Board of Commissioners, pursuant to its regular procedure. The appointments to the Airport Authority shall be for staggered terms, the term of the first member appointed, after the formation of the Airport Authority shall be for a term of one (1) year, expiring on September 30, 1991 1991, the term of the second member appointed shall

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 1992, the term of the third member appointed shall
 be for a term of three (3) years, expiring on September 30, 1993
 1993, and the term of the fourth member appointed shall
 be for a term of four (4) years expiring on September 30, 1994
 1994. Two (2) Airport Authority member(s) may, in
 the discretion of the Manistee County Board of Commissioners,
 be elected members of the Manistee County Board of
 Commissioners, provided, however, that the term of
 any elected member shall not extend beyond his or her
 term of office, and any subsequent appointment of an
 elected member shall be made in like manner, and, in
 the event a member or members of the Manistee County
 Board of Commissioners are appointed to the Airport
 Authority, the staggered term of office of all appointees
 and length of the staggered term may be changed at
 any time, in the discretion of the Manistee County
 Board of Commissioners, to conform to the provisions
 hereinabove set forth.

BE IT FURTHER RESOLVED, That the Authority shall be
 considered, created and become operative on the date
 that the County and the City of Manistee have passed
 resolutions forming an Airport Authority, and have
 appointed members of the Airport Authority. Thereafter,
 the members appointed shall convene to undertake the
 requirements of the Airport Act, being Act 312, Public
 Acts of 1982, as amended.

BE IT FURTHER RESOLVED, That the Authority created
 is a Charter Authority within the meaning of Section
 6 of Article 9 of the Constitution of the State of
 Michigan, 1963.

BE IT FURTHER RESOLVED, That the Airport Authority
 shall be a body corporate with power to sue and be
 sued in any court of the State of Michigan and may
 exercise all powers necessary or incidental to its
 purpose, provided the Authority shall have no power
 to condemn any of the property described in Schedule
 "A", and any act to so condemn any of the property
 described in Schedule "A", shall result in a revocation
 of this resolution and cause a dissolution of the Authority.

CERTIFICATION

I, Dorlene Schudlich, Manistee County Clerk, Manistee County, Michigan, do
 hereby certify that I was present at the regular meeting of the Manistee County Board
 of Commissioners, held on July 17, 1990, and that I kept the minutes of said regular
 meeting, and that the above resolution is a true, accurate and correct copy of a
 resolution adopted by the Manistee County Board of Commissioners at said regular
 meeting.

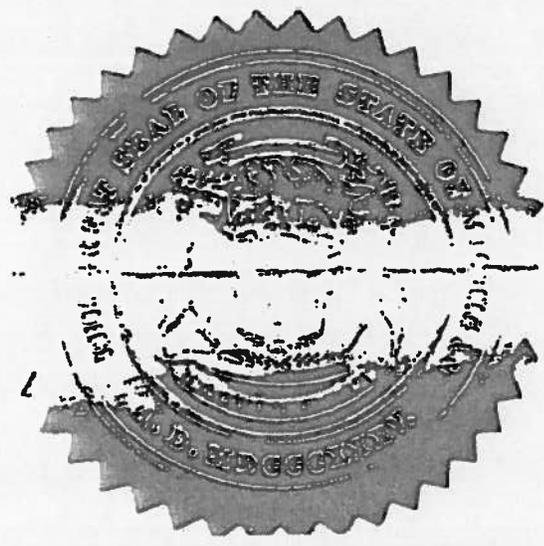
Dated: July 17, 1990


 Dorlene Schudlich



TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, Richard H. Austin, Secretary of State of the State of Michigan and Custodian of the Great Seal thereof, Do Hereby Certify that the attached is a true copy of Articles of Incorporation of the Manistee Blacker Airport Authority as filed in this Department March 13, 1991.



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State at the Capitol, in the City of Lansing, this 27th day of March A. D. 1991.

AIRPORT TRANSFER AGREEMENT

This agreement dated this 18th day of DECEMBER, 1997, by and between the City of Manistee, a Municipal Corporation, of 70 Maple Street, Manistee, Michigan 49660, (hereinafter "City") and the County of Manistee, a County organized under the laws and statutes of the State of Michigan, of 415 Third Street, Manistee, Michigan 49660 (hereinafter "County");

WHEREAS, the City and the County own, jointly and individually, certain property situated in Manistee Township, Manistee County, Michigan, and which is more particularly described in this Agreement, which property is commonly known as "Blacker Airport"; and

WHEREAS, the City and County jointly own and operate an airport known as "Blacker Airport", which airport is operated by a board consisting of appointees of the City and the County, commonly known as the Manistee Blacker Airport Authority; and

WHEREAS, the City and County desire to adjust the ownership structure of the airport;

NOW, THEREFORE, for good and valuable consideration, as described herein, receipt of which is hereby acknowledged, the City and County agree and contract as follows:

1. TRANSFER OF TITLE

The City shall, by sufficient quit claim deed more particularly described on the attached Exhibit A, transfer all airport property to the County. Such transfer will include any mineral interests, including oil, gas and related hydrocarbons that the City may own relating to the property it is transferring to the County. In the event that the property shall cease to be used for airport purposes, or if oil and gas interests are developed from the properties such that the royalty or other incomes generated therefrom exceed the reasonable needs of the airport, the City of Manistee shall retain the right to have 1/3 of all mineral interests, including gas and oil, reassigned to it.

2. CLEARING OF TITLE

This agreement is expressly contingent upon the County obtaining clear title to the property known as Blacker Airport. This condition may be satisfied by the delivery of a suitable title insurance commitment and policy. The cost of such title insurance shall be born equally by the City and County.

3. PAYMENTS

The City shall pay to the County the following sums:

- A. The amount of \$18,000.00 per year for ten years, the first installment being due the first day of January 1997, or within thirty (30) days after final approval of the Manistee City Council and the Manistee County Board of Commissioners, whichever date is later, and a like amount on the first day of January of each of the succeeding nine years.
- B. The amount of \$15,000.00 per year for five years, the first installment being due the first day of January, 1997, or within thirty (30) days of final approval of the transfer by the Manistee City Council and the Manistee County Board of Commissioners, whichever date is later, and a like amount on the first day of January in each of the succeeding five years, such amounts representing what would be the City's local share of capital improvement funding.
- C. In the event that the County of Manistee or the Airport Authority submits a ballot proposition to the electors of Manistee County which is passed by the electors of Manistee County providing for a voted millage levy for airport operations and maintenance, the City's obligation to make any further payments pursuant to this agreement shall cease.

4. OPERATIONS

- A. The County shall assume and be responsible for operational control and management of the airport. Further, the County shall assume all FAA (Federal Aviation Administration) and MAB (Michigan Aeronautics Board) assurances to which the airport is subject or may become subject, including, but not necessarily limited to, those on attached Exhibit B, and hold the City of Manistee harmless thereon.
- B. If an advisory board continues to exist, the City shall enjoy proportional representation thereon.
- C. To the extent necessary, the parties agree to diligently seek approval of the transfer and assumption of assurances applicable to Blacker Airport from the FAA and MAB.

D. The effective date of transfer of title and operations shall be _____.

5. APPROVALS

This Agreement is subject to the approval of the respective parties' City Council and County Board of Commissioners. By signing this Agreement, the parties are representing that such approvals have been obtained by proper action of each governing body, subject to the contingencies heretofore mentioned.

This Agreement supersedes any prior Airport Transfer Agreements entered into between the parties.

In the event any provision of this Agreement is found to be contrary to law or public policy, the remaining provisions of the Agreement shall remain in full force and effect.

In witness whereof, the parties execute this Agreement on the dates noted adjacent to their respective signatures.

Dated: December 18, 1997

CITY OF MANISTEE

Lorraine G. Conway
Lorraine G. Conway
Mayor

Kenneth Oleniczak
Kenneth Oleniczak
Clerk/Treasurer

Dated: December 19, 1997

MANISTEE COUNTY BOARD OF COMMISSIONERS

Charlene J. Wild
Charlene J. Wild
Chairperson

Marilyn Kliber
Marilyn Kliber
County Clerk

JAN 16 1 35 PM '98

LIBERO 666 PAGE 0373

Penny A. Papara
Register of Deeds
Manistee, Michigan 49660

QUIT CLAIM DEED

The Grantor, City of Manistee, a Michigan Municipal Corporation, whose address is 70 Maple Street, Manistee, MI 49660, quit claims to Grantee, Manistee County, a County organized under the laws and statutes of the State of Michigan, whose address is 415 Third Street, Manistee, MI 49660, the following described premises situated in the Township of Manistee, County of Manistee, and State of Michigan:

Parcel 1: Commencing 33 feet North and 661.5 feet West of the southeast Corner of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4); thence North to US 31 South right-of-way line; thence Southerly along said right-of-way line to a point 33 feet North of South Section line; thence East to the place of beginning; Section Twenty-eight (28), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 2: That part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-eight (28), Township Twenty-two (22) North, Range Sixteen (16) West, described as follows: Beginning at the Southeast Corner of said SE 1/4 of SW 1/4; thence West 661.5 feet; thence North to the center of the highway known as US 31; thence Northeasterly along the centerline of said US Highway 31 to the East line of said SE 1/4 of SW 1/4; thence South along the East line of said quarter section to the point of beginning.

Parcel 3: The Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-eight (28), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 4a: The North Half (N 1/2) of the Northeast Quarter (NE 1/4), except the East 233 feet; and the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4), EXCEPT the North 250 feet of the West 661.5 feet; Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 4b: The East 233 feet of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 4c: The North 250 feet of the West 661.5 feet of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 5a: Part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, described as beginning at a point that is 649.91 feet South of the Northwest Corner of said Section 33; thence North 72°55' East 209 feet parallel to the centerline of Highway US 31 as the place of beginning; thence South 13°18' East 547.7 feet to a point; thence North 76°42' East 200 feet to a point; thence North 13°18' West 561.5 feet to a point that is 60 feet from the centerline of US 31 Highway; thence in a Southwesterly direction 60 feet from centerline of US 31 Highway 200.63 feet to the place of beginning.

LIBERO 666 PAGEO 374

Parcel 5b: Part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, described as commencing at a point North 72°55' East 409.63 feet from the intersection of the Southerly line of Highway US 31 with the West line of said Section 33; thence South 13°18' East 836 feet, more or less, to the South line of said NW 1/4 of NW 1/4 of Section 33; thence East along said South line 733 feet; thence North 1235 feet, more or less, to the Southerly line of Highway US 31; thence Southwesterly along said highway to the place of beginning, EXCEPT the Westerly 66 feet and EXCEPT the South 300 feet.

Parcel 5c: The East 33 feet of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), except the South 300 feet thereof, Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 6: The North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Northeast Quarter (NE 1/4); the Southwest Quarter (SW 1/4) of Southwest Quarter (SW 1/4) of Northeast Quarter (NE 1/4); the Northeast Quarter (NE 1/4) of Southeast Quarter (SE 1/4) of Northwest Quarter (NW 1/4); the North 660 feet of the West 660 feet of Lot Two (2); Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 7: The North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-four (34), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 8: The North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Thirty-four (34), Township Twenty-two (22) North, Range Sixteen (16) West, EXCEPT commencing at the Northwest Corner, South 99 feet, East 33 feet, North 99 feet, West 33 feet to place of beginning; ALSO EXCEPT commencing 313.5 feet East of Northwest Corner of NW 1/4 for place of beginning; thence South 287.3 feet; thence South 88°40' East 148.5 feet; thence North to North Section line; thence East 99 feet; thence South 285.5 feet; thence South 88°40' East 411 feet; thence South 16 feet; thence South 88°40' East 150 feet; thence North 29.5 feet, more or less; thence East 99 feet; thence North 272 feet to North Section Line; thence West to place of beginning.

Property I.D. # 51-07-128-014-00 (Parcel 1); 51-07-128-015-00 (Parcels 2 and 3); 5107-133-001-00 (Parcel 4); 51-07-133-005-00 (Parcel 5a); 51-07-133-004-00 (Parcel 5b); 51-07-133-007-00 (Parcel 5c); 51-07-133-002-10 (Parcel 6); and 51-07-134-001-00 (Parcels 7 and 8)

SUBJECT TO rights of the public in Airport Road on the South Line of Parcels 1-3, the North Line of Parcel 4 and the Southwest Corner of Parcel 1; rights of way recorded in Liber 17 Misc Records, page 209 and in Liber 356, Page 300, quit claim deed recorded in Liber 115, page 114, Manistee County Records.

SUBJECT TO rights of the public in River Road at the Northeast Corner of Parcel 2, running Northwesterly/Southeasterly through Parcel 3, and on the North Line of Parcels 4, 7 and 8.

SUBJECT TO rights of the public in Superczynski Road on the West Line of Parcel 7 and the South Line of Parcel 8; quit claim deed to Manistee Township recorded in Liber 129, Page 69; rights of way recorded in Liber 207, pages 427 and 428, Manistee County Records.

LIBERO 666 PAGE 375

SUBJECT TO rights of way in favor of Michigan State Highway Department recorded in Liber 18 Misc. Records, pages 181, 222 and 433, Manistee County Records.

SUBJECT TO utility easements in favor of Consumers Power Company recorded in Liber 17 Misc. Records, page 581 (Parcel 5), Liber 18 Misc. Records, page 57 (Parcel 5) and page 75 (Parcel 4c), in Liber 110, page 108 (Parcel 7, pages 109 and 119 (parcel 4a, page 197 (Parcel 5), in Liber 286, page 259 (parcels 4c, 7 and 8), in Liber 391, page 338 (Parcel 4), and in Liber 393, page 439 (parcels 4 and 6a), Manistee County Records, and agreement by Consumers Power regarding pole heights recorded in Liber 291, page 431 as to easements recorded in Liber 17 Misc. Records, page 581, and in Liber 18 Misc. Records, pages 57 and 75, Manistee County Records.

SUBJECT TO easements in favor of Cherryland Rural Electric recorded in Liber 359, page 643 (Parcel 8), page 644 (parcel 7), and Page 645 (Parcel 8), Manistee County Records.

SUBJECT TO a reservation of all oil, gas and minerals by Louis Sands Land Company in Liber 151, page 517 as to Government Lot 2 in Parcel 6, and in Liber 385, page 126 by Thorin as to Parcel 1, Manistee County Records.

SUBJECT TO a reservation by the State of Michigan of all mineral, coal, oil, gas and other rights and privileges as set forth in Liber 345, page 527 (Parcel 6), Manistee County Records.

SUBJECT TO oil and gas lease recorded in Liber 328, page 434, in Liber 387, page 780, in Liber 425, page 512, and in Liber 458, page 365A (Parcels 2-5, 7 and 8), Manistee County Records.

SUBJECT TO hangar lease recorded in Liber 204, page 214, supplemented in Liber 210, page 19, and assigned in Liber 210, page 23 as to part of Parcel 2, Manistee County Records.

SUBJECT TO lease memorandum recorded in Liber 434, page 388 in favor of Bear Lake Salt Water Disposal, and in Liber 434, page 389 with Orchard Beach Aviation as to part of Parcel 2, Manistee County Records.

SUBJECT TO pipeline easements in favor of Shell Oil and Phoenix Petroleum recorded in Liber 373, page 7 and Liber 376, page 383, amended with Michcon Gas in Liber 387, page 440, Manistee County Records.

SUBJECT TO financing statement recorded in Liber 434, page 594 covering part of Parcel 2, Manistee County Records.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

for the sum of less than One Hundred (\$100.00) Dollars.

This transaction is exempt from taxes pursuant to MSA 7.456(26)(a) and (h); MSA 7.456(5)(a) and (h).

Dated this 18th day of November, 1997.

Signed in the presence of:

CITY OF MANISTEE

Bruce C. Gockerman
Bruce C. Gockerman
Michelle Asiala
Michelle Asiala

Lorraine G. Conway
Lorraine G. Conway, Mayor
Kenneth Oleniczak
Kenneth Oleniczak, Clerk/Treasurer

STATE OF MICHIGAN)
: SS.
COUNTY OF MANISTEE)

The foregoing instrument was acknowledged before me this 18th day of November, 1997, by Lorraine G. Conway, Mayor, and Kenneth Oleniczak, Clerk/Treasurer, of the City of Manistee, a Municipal Corporation, who acknowledged that the forgoing was executed by them in accordance with a Resolution passed by the Manistee City Council on the 6th day of May, 1997.

MICHELLE RYBICKI
NOTARY PUBLIC STATE OF MICHIGAN
MANISTEE COUNTY
MY COMMISSION EXPIRES JULY 27, 1998

Michelle Rybicki
Notary Public, Manistee County, MI
My Commission Expires:

Drafted by:
GOCKERMAN, WILSON, SAYLOR & HESSLIN, P.C.
BY: Bruce C. Gockerman (P14066)
Attorneys at Law
414 Water Street
Manistee, MI 49660
(616) 723-8333
h:\beg\city\airport\qod2.doc

B-19

QUIT CLAIM DEED

Penny A. Penner
Register of Deeds
Manistee, Michigan 49660

The Grantor, **MANISTEE COUNTY**, a county organized under the laws and statutes of the State of Michigan, whose address is 415 Third Street, Manistee, MI 49660, quit claims to Grantee, **MANISTEE BLACKER AIRPORT AUTHORITY**, a municipal corporation, whose address is 2323 Airport Road, Manistee, MI 49660, the following described premises situated in the Township of Manistee, County of Manistee, State of Michigan:

Parcel 1: Commencing 33 feet North and 661.5 feet West of the Southeast corner of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼); thence North to US 31 South right of way line; thence southerly along said right of way line to a point 33 feet North of south section line; thence East to the place of beginning; Section Twenty-eight (28), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 2: That part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Twenty-eight (28), Township Twenty-two (22) North, Range Sixteen (16) West, described as follows: Beginning at the Southeast corner of said SE ¼ of SW ¼, thence West 661.5 feet, thence North to the center of the highway known as US 31, thence Northeasterly along the centerline of said US Highway 31 to the East line of said SE ¼ of SW ¼, thence South along the East line of said quarter section to the point of beginning.

Parcel 3: The Southwest quarter (SW ¼) of the Southeast quarter (SE ¼) of Section Twenty-eight (28), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 4a: The North half (N ½) of the Northeast quarter (NE ¼), except the East 233 feet; and the Northeast quarter (NE ¼) of the Northwest Quarter (NW ¼), except the North 250 feet of the West 661.5 feet; Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 4b: The East 233 feet of the Northeast quarter (NE ¼) of the Northeast quarter (NE ¼) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 4c: The North 250 feet of the West 661.5 feet of the Northeast quarter (NE ¼) of the Northwest quarter (NW ¼) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 5a: Part of the Northwest quarter (NW ¼) of the Northwest quarter (NW ¼) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, described as beginning at a point that is 649.91 feet South of the Northwest corner of said Section 33, thence North 72°55' East 209 feet parallel to the centerline of Highway 31 as the place of beginning; thence South 13°18' East 547.7 feet to a point, thence North 76°42' East 200 feet to a point, thence North 13°18' West 561.5 feet to a point that is 60 feet from the centerline of US 31 Highway, thence in a southwesterly direction 60 feet from the centerline of US 31 Highway 200.63 feet to the place of beginning.

LIBER 0766 PAGE 0562

Parcel 5b: Part of the Northwest quarter (NW ¼) of the Northwest quarter (NW ¼) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, described as commencing at a point North 72°55' East 409.63 feet from the intersection of the Southerly line of Highway US 31 with the West line of said Section 33, thence South 13°18' East 836 feet, more or less, to the South line of said NW ¼ of NW ¼ of Section 33, thence East along said South line 733 feet, thence North 1235 feet, more or less, to the southerly line of Highway US-31, thence Southwesterly along said highway to the place of beginning; except the westerly 66 feet and except the South 300 feet.

Parcel 5c: The East 33 feet of the Northwest quarter (NW ¼) of the Northwest quarter (NW ¼), except the South 300 feet thereof, Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 6: The North half (N ½) of Southwest quarter (SW ¼) of Northeast quarter (NE ¼); the Southwest quarter (SW ¼) of Southwest quarter (SW ¼) of Northeast quarter (NE ¼); the Northeast quarter (NE ¼) of Southeast quarter (SE ¼) of Northwest quarter (NW ¼); the North 660 feet of the West 660 feet of Lot Two (2); Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 7: The North half (N ½) of the Northeast quarter (NE ¼) of Section Thirty-four (34), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 8: The North half (N ½) of the Northwest quarter (NW ¼) of Section Thirty-four (34), Township Twenty-two (22) North, Range Sixteen (16) West, except commencing at the Northwest corner, South 99 feet, East 33 feet, North 99 feet, West 33 feet to place of beginning; also except commencing 313.5 feet East of Northwest corner of NW ¼ for place of beginning; thence South 287.3 feet, thence South 88°40' East 148.5 feet, thence North to North section line, thence East 99 feet, thence South 285.5 feet, thence South 88°40' East 411 feet, thence South 16 feet, thence South 88°40' East 150 feet, thence North 29.5 feet, more or less, thence East 99 feet, thence North 272 feet to North section line, thence West to place of beginning.

Parcel 9: The Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Thirty-four (34), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 10: The South Half (S½) of the Northeast Quarter (NE¼), and the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), of Section Thirty-four (34), Township Twenty-two (22) North, Range Sixteen (16) West, except and reserving right of way 1 rod wide along east side of first description and across the Northeast corner of the second description.

Parcel 11: The South half (S½) of the Northwest Quarter (NW¼) of Section Thirty-four (34), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 12: The Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 13: The Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Thirty-four (34), Township Twenty-two (22) North, Range Sixteen (16) West

REC 0766 00563

ALSO, THE FOLLOWING DESCRIBED AVIGATION EASEMENTS OVER THE FOLLOWING DESCRIBED PREMISES (PARCELS 14-20):

Parcel 14: West 250 feet of North 100 feet of Southeast Quarter (SE1/4) of Southwest Quarter (SW1/4) of Northeast Quarter (NE1/4) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee Township, Manistee County, Michigan. Also, West 300 feet of East 660 feet of North 660 feet of Lot Two (2), Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee Township, Manistee County, Michigan. Also, East 250 feet of Northeast Quarter (NE1/4) of Southwest Quarter (SW1/4) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee Township, Manistee County, Michigan. Also, South 660 feet of West 660 feet of North 1320 feet of Lot Two (2), Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee Township, Manistee County, Michigan; and including timber cutting rights on above described premises.

Parcel 15: Northwest Quarter (NW1/4) of Southeast Quarter (SE1/4) of Section Twenty-eight (28), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee County, Michigan.

Parcel 16: Township Twenty-two (22) North, Range Sixteen (16) West, Section Thirty-three (33): The Westerly 66 feet and the Southerly 300 feet of a parcel of land described as beginning 690.5 feet South of Northwest corner of Section Thirty-three (33) at South right of way line of US-31 and North 72°55' East 409.63 feet along South line of said highway for place of beginning; thence South 13°18' East 836 feet to South line of said Northwest Quarter (NW1/4) of Northwest Quarter (NW1/4); thence South 88°22' East 733 feet more or less to a point 33 feet West of Southeast corner of said Northwest Quarter (NW1/4) of Northwest Quarter (NW1/4); thence North parallel with Eastline of said Northwest Quarter (NW1/4) of Northwest Quarter (NW1/4) 1235 feet more or less to Southerly right of way line of US-31; thence Southwesterly along right of way line to place of beginning, Manistee County, Michigan.

Parcel 17: Part of the Northwest Quarter (NW1/4) of Northwest Quarter (NW1/4) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee County, Michigan. Commencing at the Southwest corner of Northwest Quarter (NW1/4) of Northwest Quarter (NW1/4) of Section Thirty-three (33), thence North 670.09 feet to South right of way line US 31, thence North 72°55' East 209 feet; thence South 13°18' East 547.7 feet; thence North 76°42' East 200 feet; thence South 13°18' East to South line of Northwest Quarter (NW1/4) of Northwest Quarter (NW1/4), Section Thirty-three (33); thence West along the 1/8 line to the point of beginning.

Parcel 18: The West 216.50 feet of that part of Northwest Quarter (NW1/4) of Northwest Quarter (NW1/4), Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee Township, Manistee County, Michigan, lying North of U.S. 31 right of way.

Parcel 19: The East 90 feet of the West 306.50 feet of that part of Northwest Quarter (NW1/4) of Northwest Quarter (NW1/4), Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee Township, Manistee County, Michigan, lying North of U.S. 31 right of way.

Parcel 20: The East 110 feet of the West 416.50 feet of that part of Northwest Quarter (NW1/4) of Northwest Quarter (NW1/4), Section Thirty-three (33),

Liber 0766 Page 0564

Township Twenty-two (22) North, Range Sixteen (16) West, Manistee Township, Manistee County, Michigan, lying North of U.S. 31 right of way.

The above listed avigation easements are described in Liber 222, page 107; Liber 282, page 225; Liber 282, page 228; Liber 282, page 231; Liber 285, page 270; Liber 325, page 860; Liber 363, page 574; Liber 345, page 527, Manistee County Records.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The grantor grants to the grantee the right to make all divisions under Section 108 of the Land Division Act No. 288 of the Public Acts of 1967.

for the sum of less than One Hundred Dollars (\$100.00).

This transaction is exempt from taxes pursuant to MSA 7.456(26)(a) and (b); MSA 7.456(5)(a) and (b).

Dated this 17th day of July, 2001.

Signed in the presence of:

COUNTY OF MANISTEE

[Signature]
Thomas D. Kaminski

[Signature]
Sharlene J. Wild, Chairperson
Manistee County Board of Commissioners

[Signature]
Karen M. Fredricks

[Signature]
Jeri Lyn Prielipp

[Signature]
Marilyn Kliber, Manistee County Clerk

[Signature]
Karen M. Fredricks

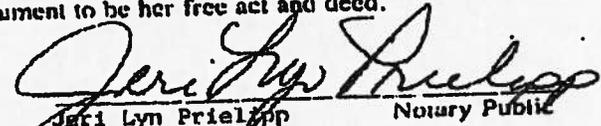
STATE OF MICHIGAN)
) SS.
COUNTY OF MANISTEE)

On this 17 day of July, 2001, before me, the undersigned, a Notary Public in and for said county, in the state aforesaid, personally appeared Sharlene J. Wild, Chairperson, Manistee County Board of Commissioners, to me personally known, who, by me being duly sworn, did acknowledge said instrument to be her free act and deed.

[Signature]
Jeri Lyn Prielipp Notary Public
Manistee County, Michigan
My commission expires: August 7, 2001

STATE OF MICHIGAN)
) SS.
COUNTY OF MANISTEE)

On this 19th day of July, 2001, before me, the undersigned, a Notary Public in and for said county, in the state aforesaid, personally appeared Marilyn Kilber, Manistee County Clerk, to me personally known, who, by me being duly sworn, did acknowledge said instrument to be her free act and deed.


Jari Lyn Priolepp Notary Public
Manistee County, Michigan
My commission expires: August 7, 2001

Drafted by:
GOCKERMAN, WILSON, SAYLOR & HESSLIN, P.C.
By: George V. Saylor III (P37146)
Attorneys at Law
414 Water Street
Manistee, MI 49660
(231) 723-8333
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SITE	SPONSOR	DESCRIPTION	GRANT NUMBER	SUB-GRANT NUMBER	FUNDING BREAKDOWN	SA	DISC	NPE	NPE CO	NPE TRANSFER	STATE	LOCAL	TOTAL	STATUS
MANISTEE	County of Manistee & City of Manistee	Acquire fee title to Parcels 4, 5, 6, 7, 7a, 8, 9, and 10 and aviation statements over Parcels 11, 12, 13 and 17; install medium intensity lighting systems on R/W runway; install beacon tower and rotating beacon; install wind cone assembly; install underground electrical duct	9-20-059-5701 (FAAP)	4/14/1961	\$ 16,000									CLOSED
MANISTEE	County of Manistee & City of Manistee	Surface E/W runway (approximately 2600' x 100'); surface existing taxiway and apron (approximately 2,790 sq. yds.); construct apron extension (approximately 3060 sq. yds.); widen taxiway (approximately 405 sq. yds.); install underground electrical duct and cables; relocate taxiway entrance-exit lights; mark runway and taxiway, turf	9-20-059-6101 (FAAP)	5/16/1961	\$ 42,600									CLOSED
MANISTEE	County of Manistee & City of Manistee	Acquire land for East clear zone (Parcels 4, 5, and 6)	9-20-059-C603 (FAAP)	8/25/1965	\$ 5,640									CLOSED
MANISTEE	County of Manistee & City of Manistee	Land acquisition (reimbursement) - Parcels 3, 7 & 9A-E, 11A-E, 12A-E and portions of Parcels 5 and 6; construct light and mark 500' x 100' extension to E/W runway (from 500' to 5500'); relocate power line in east approach	9-20-059-7004 (FAAP)	6/16/1970	\$ 39,200									CLOSED
MANISTEE	County of Manistee & City of Manistee	Acquire quick response PCR vehicle (450 gal. H2O)	6-26-0059-01 (ADAP)	9/15/1976	\$ 17,527									CLOSED
MANISTEE	County of Manistee & City of Manistee	Acquire land (Fee - Parcel 13; Easement - Parcels 14, 15); construct light (MIRL) and mark N/S runway (2800' x 60') with VASI-3 both ends; construct and mark taxiway "E" (450' x 40'); apron extension (425' x 150'); approach clearing	6-26-0059-02 (ADAP)	9/15/1976	\$ 212,164									CLOSED
MANISTEE	County of Manistee & City of Manistee	Acquire snow removal equipment: One (1) all wheel drive truck with plow, construct five-stall PCR/SRE storage building (3,200 +/- S.F.) including necessary fencing (150 +/- S.F.)	6-26-0059-03 (ADAP)	7/18/1978	\$ 174,822									CLOSED
MANISTEE	County of Manistee & City of Manistee	Acquire snow removal equipment: truck with snow blower (1200-1500 ton hr) and tractor with front end loader, Acquire Parcel 23 (2.3 +/- Ac - Fee), Overlay and mark Runway 9/27 (5500' x 100'), terminal Apron (212' x 292') and connecting taxiway (75' x 263')	6-26-0059-8136 (ADAP) = 6-26-0059-04	7/13/1980	\$ 410,343									CLOSED
MANISTEE	County of Manistee	Install Miscellaneous NAVAIDS Rehabilitate Apron, Rehabilitate Taxiway, Extend Taxiway, Rehabilitate Runway	3-26-0059-001-1983		1983 DE = \$98,750	\$ 98,750						\$ 10,972	\$ 109,721	CLOSED
MANISTEE	County of Manistee	Improve Airport Drainage, Rehabilitate Runway Lighting, Install Apron Lighting	3-26-0059-002-1986		1986 SE = \$102,719	\$ 102,719						\$ 11,411	\$ 114,131	CLOSED
MANISTEE	County of Manistee	Urban e Runway, Install Runway Vertical/Visual Guidance System	3-26-0059-003-1992		1992 SE = \$248,545	\$ 248,545						\$ 27,618	\$ 276,163	CLOSED
MANISTEE	County of Manistee	Conduct Airport Master Plan Study	3-26-0059-004-1992		1992 SE = \$76,500	\$ 76,500						\$ 8,499	\$ 84,999	CLOSED
MANISTEE	County of Manistee	SRE - plow truck	3-26-SBGP-016-2004	B-26-0059-1184				\$ 109,176			\$ 43,613	\$ 6,231	\$ 249,220	CLOSED
MANISTEE	County of Manistee	Procurement services for SRE and ARFF	3-26-SBGP-042-2005	C-26-0059-1303	NPE 2005 = \$4,908			\$ 6,908			\$ 1,511	\$ 217	\$ 8,636	CLOSED
MANISTEE	County of Manistee	Wildlife hazard assessment study	3-26-SBGP-042-2005 (\$7,471)	C-26-0059-1405	NPE 2005 = \$12,420			\$ 12,420			\$ 2,717	\$ 389	\$ 15,526	CLOSED
MANISTEE	County of Manistee	Design of terminal building, entrance road, and parking lot	3-26-SBGP-045-2006	C-26-0059-1505	NPE 2005 = \$13,636			\$ 77,287			\$ 16,906	\$ 2,415	\$ 96,608	CLOSED
MANISTEE	County of Manistee	ARFF vehicle	3-26-SBGP-046-2006	C-26-0059-1606	NPE 2006 = \$63,661			\$ 151,606			\$ 23,165	\$ 4,728	\$ 189,509	CLOSED
MANISTEE	County of Manistee	Land acquisition	3-26-SBGP-046-2006	C-26-0059-1706	DC 2006 = \$1,000,000			\$ 1,000,000			\$ 55,556	\$ 55,556	\$ 1,111,112	CLOSED
MANISTEE	County of Manistee	Guidance sign update, pavement marking revisions, approach survey	3-26-SBGP-048-2006	C-26-0059-1806	DC 2006 = \$83,327			\$ 83,327			\$ 18,129	\$ 2,604	\$ 104,160	CLOSED
MANISTEE	County of Manistee	Term bldg utilities & public use area furnishings	3-26-SBGP-049-2006	B-26-0059-1906	NPE 2006 = \$76,798			\$ 76,798			\$ 16,800	\$ 3,444	\$ 96,042	CLOSED
MANISTEE	County of Manistee	SRE blower	3-26-SBGP-046-2006 (\$241,067)	C-26-0059-2006	DC 2006 = \$241,067			\$ 199,542			\$ 91,683	\$ 13,126	\$ 325,042	CLOSED
MANISTEE	County of Manistee	Design of MITL for parallel taxiway to rwy 9/17	3-26-SBGP-045-2006 (\$178,966)	D-26-0059-2106	NPE 2006 = \$1	\$ 19,424	\$ 241,067	\$ 199,542			\$ 475	\$ 476	\$ 19,000	CLOSED
MANISTEE	County of Manistee	Airfield Pavement Marking including Marking Plan	3-26-SBGP-057-2008	B-26-0059-2208	NPE 2008 = \$18,049			\$ 42,836			\$ 1,127	\$ 1,128	\$ 45,091	CLOSED
MANISTEE	County of Manistee	Install taxiway lighting (MITL) including new cloth cable	3-26-SBGP-061-2009	E-26-0059-2309	NPE 2008 = \$42,836			\$ 216,864			\$ 5,707	\$ 5,707	\$ 228,278	CLOSED
MANISTEE	County of Manistee	4-unit hangar & terminal parking lot expansion, Rehabilitate hangar area rwy (design), Rehab & relocate beacon (design)	3-26-SBGP-070-2010	F-26-0059-2410	NPE 2009 = \$89,114			\$ 216,864			\$ 5,707	\$ 5,707	\$ 228,278	CLOSED
MANISTEE	County of Manistee				NPE 2009 = \$22,259			\$ 279,108			\$ 7,345	\$ 7,345	\$ 293,798	CLOSED
MANISTEE	County of Manistee				NPE 2010 = \$158,000									
MANISTEE	County of Manistee				NPE 2011 = \$106,838									

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MANISTEE	County of Manistee	Rehabilitate taxiway (hangar area)	3-26-SBGP-081-2011 (\$32,500) 3-26-SBGP-084-2012 (\$136,431)	7-26-0059-2511	NPE 2011 = \$32,500 NPE 2012 = \$136,431	\$ (68,931)			\$ 4,446	\$ 4,446	\$ 177,823	CLOSED
MANISTEE	County of Manistee	Transferred FY 11 NPE to IDN (agreement dated 5/11/13)			NPE 2011 = \$10,642 NPE 2012 = \$13,569 CO			\$ 10,642				
MANISTEE	County of Manistee	SBG 12 NPE CO funds										
MANISTEE	Manistee Blacker Airport Authority and County of Manistee	Acquire Snow Removal Equipment, Expand Snow Removal Equipment Building, Rehabilitate Taxiway, Rehabilitate Apron, Rehabilitate Runway	3-26-0059-005-2013		PN 2013 = \$935,610	\$ 835,610			\$ 21,989	\$ 21,990	\$ 879,589	
MANISTEE	Manistee Blacker Airport Authority	13 PN CO funds			PN 2013 = \$164,390	\$ 164,390						
MANISTEE	Manistee Blacker Airport Authority	SBG 14 NPE CO funds			NPE 2014 = \$150,000 CO	\$ 150,000						
MANISTEE	Manistee Blacker Airport Authority	SBG 15 NPE CO funds			NPE 2015 = \$150,000 CO	\$ 150,000						

Earliest Charge Effective Date: August 1, 2008.

Estimated Charge Expiration Date: January 1, 2011.

Class of Air Carriers Not Required To Collect PFC's: Non-scheduled Part 135 commuters and air taxis.

Determination: Approved. Based on information contained in the public agency's application, the FAA has determined that the approved class accounts for less than 1 percent of the total annual enplanements at Rochester International Airport.

Brief Description of Projects Approved for Collection and Use:

- Land acquisition, 37 acres.
- Aircraft rescue and firefighting vehicle.
- Pavement between air carrier and cargo ramps.
- Rehabilitate runway 2/20.
- Runway 13/31 extension—phase I engineering and planning.
- Runway 13/31 extension—grading.
- Runway 13/31 extension—phase II engineering.
- Runway 13/31 extension—electrical equipment.
- Runway 13/31 extension—navigational aid relocation.
- Runway 13/31 extension—construction phase.
- Runway 13/31 extension—electrical (in pavement).
- Runway 13/31 extension—engineering for navigational aid relocation.
- Navigational aid equipment and installation.
- Electrical vault for airside power equipment.

Runway 13/31 extension—highway relocation.

PFC administration fees.
Environmental assessment for runway 13/31 extension.

Decision Date: February 20, 2008.

FOR FURTHER INFORMATION CONTACT: Nancy Nistler, Minneapolis Airports District Office, (612) 713-4353.

Public Agency: County and City of Yakima, Yakima, Washington.

Application Number: 08-1 1-C-00-YKM.

Application Type: Impose and use a PFC.

PFC Level: \$4.50.
Total PFC Revenue Approved in This Decision: \$783,961.

Earliest Charge Effective Date: June 1, 2008.

Estimated Charge Expiration Date: November 1, 2011.

Class of Air Carriers Not Required To Collect PFC's: Air taxi/commercial operator—nonscheduled/on-demand air carriers filing FAA Form 1800-31.

Determination: Approved. Based on information contained in the public agency's application, the FAA has determined that the approved class accounts for less than 1 percent of the total annual enplanements at Yakima Air Terminal/McAllister Field.

Brief Description of Projects Approved for Collection and Use:

- Environmental and pre-design of south 18th Avenue relocation.
- Master plan update—runway length.
- Pavement maintenance—crack seal.
- Security enhancements.
- Upgrade taxiway guidance sign system.

Runway 22 traverse way (service road).

Construct "C" stub taxiway.
Aviation demand forecast.

Brief Description of Project Approved for Collection: Relocate south 18th Avenue/safety area/service road.

Decision Date: February 21, 2008.

FOR FURTHER INFORMATION CONTACT: Trang Tran, Seattle Airports District Office, (425) 227-1662

Public Agency: City of Brownsville, Texas.

Application Number: 08-04-C-00-BRO.

Application Type: Impose and use a PFC.

PFC Level: \$4.50.

Total PFC Revenue Approved in This Decision: \$234,956.

Earliest Charge Effective Date: October 1, 2009.

Estimated Charge Expiration Date: June 1, 2010.

Class of Air Carriers Not Required To Collect PFC's: None.

Brief Description of Projects Approved for Collection and Use:

- Pavement management plan.
- Taxiway G reconstruction, phase I.
- Displace runway 17/35 threshold.
- PFC application and administration fees.

Decision Date: February 25, 2008.

FOR FURTHER INFORMATION CONTACT: Mike Nicely, Texas Airports Development Office, (817) 222-5606.

AMENDMENTS TO PFC APPROVALS

Amendment No., city, state	Amendment approved date	Original approved net PFC revenue	Amended approved net PFC revenue	Original estimated charge exp. date	Amended estimated charge exp. date
04-06-C-01-BTM, Butte, MT	2/07/08	\$189,711	\$184,956	02/01/07	06/01/06
98-03-C-04-TLH, Tallahassee, FL	2/12/08	3,770,045	3,753,488	10/01/02	10/01/02
03-04-C-01-LET, Lafayette, LA	2/20/08	1,987,250	2,351,898	04/01/08	04/01/08
98-02-C-01-SAV, Savannah, GA	2/22/08	1,439,445	977,956	06/01/10	05/01/10
02-05-C-01-SAV, Savannah, GA	2/22/08	3,015,780	2,633,876	05/01/12	03/01/12
06-06-C-01-SAV, Savannah, GA	2/22/08	3,231,473	4,480,700	11/01/12	03/01/13

Issued in Washington, DC on April 4, 2008.
Myrna Rivera
Acting Manager, Financial Analysis and Passenger Facility Charge Branch.
(FR Doc. E8-8080 Filed 4-15-08; 8:45 am)
BILLING CODE 4910-13-M

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

Notice of Passenger Facility Charge (PFC) Approvals and Disapprovals

AGENCY: Federal Aviation Administration (FAA), DOT.

ACTION: Monthly Notice of PFC Approvals and Disapprovals. In March 2008, there were five applications approved. This notice also includes

information on four applications, approved in February 2008, inadvertently left off the February 2008 notice. Additionally, 10 approved amendments to previously approved applications are listed.

SUMMARY: The FAA publishes a monthly notice, as appropriate, of PFC approvals and disapprovals under the provisions of the Aviation Safety and Capacity Expansion Act of 1990 (Title IX of the Omnibus Budget Reconciliation Act of

1990) (Pub. L. 101-508) and Part 158 of the Federal Aviation Regulations (14 CFR Part 158). This notice is published pursuant to paragraph d of § 158.29.

PFC Applications Approved

Public Agency: Chattanooga Metropolitan Airport Authority, Chattanooga, Tennessee.

Application Number: 08-04-C-00-CHA.

Application Type: Impose and use a PFC.

PFC level: \$4.50.
Total PFC Revenue Approved in This Decision: \$2,413,001.
Earliest Charge Effective Date: August 1, 2010.

Estimated Charge Expiration Date: October 1, 2012.

Class of Air Carriers Not Required To Collect PFCs: Air taxi/commercial operators filing FAA Form 1800-31.

Determination: Approved. Based on information contained in the public agency's application, the FAA has determined that the approved class accounts for less than 1 percent of the total annual enplanements at Chattanooga Metropolitan Airport.

Brief Description of Projects Approved for Collection and Use:

Aircraft rescue and firefighting station.
Taxiway H, phases I and II.
Runway 15/33 rehabilitation.
Taxiway A north.
New electrical vault.
Access control system upgrade.
Replace runway weather information system.

Repair commercial service ramp.
Obstruction clearing for runway 2.
Runway 2/20 crack seal repair.
Master plan.

Design, relocation, and reconstruction of taxiways A, B, and C.
West airfield apron.

Ground support equipment.
PFC application development.
PFC program administration.
Decision Date: February 27, 2008.

FOR FURTHER INFORMATION CONTACT: Cynthia Wills, Memphis Airports District Office, (901) 322-8190.

Public Agency: County of Mohave, Bullhead City, Arizona.

Application Number: 08-01-C-00-IFP.

Application Type: Impose and use a PFC.

PFC Level: \$2.00.
Total PFC Revenue Approved in This Decision: \$744,600.
Earliest Charge Effective Date: May 1, 2008.

Estimated Charge Expiration Date: July 1, 2012.

Class of Air Carriers Not Required To Collect PFCs: None.

Brief Description of Projects Approved for Collection and Use:

Airport master plan, phases I and II.
Terminal building rehabilitation.
Runway 16/34 rehabilitation.
Runway safety area improvements—runway 16.

Acquire aircraft rescue and firefighting protective clothing.
Air traffic control tower radio equipment.
Rehabilitate access road and parking lot.

Rehabilitate aircraft parking apron.
Construct taxiway D extension.
Acquire high-speed sweeper.
Acquire aircraft rescue and firefighting vehicle.
Construct aircraft rescue and firefighting station.

Environmental assessment for land acquisition.

Install emergency generator.
Improve airport drainage.
PFC administrative costs.

Brief Description of Project Approved for Collection: Extend runway 16/34 (design only).

Decision Date: February 28, 2008.

FOR FURTHER INFORMATION CONTACT: Darlene Williams, Los Angeles Airports District Office, (310) 725-3625.

Public Agency: County of Chemung, Elmira, New York.

Application Number: 08-02-C-00-ELM.

Application Type: Impose and use a PFC.

PFC Level: \$4.50.
Total PFC Revenue Approved in This Decision: \$641,048.
Earliest Charge Effective Date: May 1, 2008.

Estimated Charge Expiration Date: March 1, 2010.

Classes of Air Carriers Not Required To Collect PFCs: On demand commercial operators.

Determination: Approved. Based on information contained in the public agency's application, the FAA has determined that each approved class accounts for less than 1 percent of the total annual enplanements at Elmira-Corning Regional Airport.

Brief Description of Projects Approved for Collection and Use:

Rehabilitate runway 6/24.
Design Echo apron expansion.
Design Alpha apron expansion.
Environmental assessments.
PFC application.
Design commercial apron rehabilitation.

Construct Alpha apron rehabilitation.
Access road and drainage improvement.
Construct commercial apron rehabilitation.

Construct Echo apron expansion. Brief Description of Projects Approved for Collection:

Design parallel taxiway A and taxiway L.
Acquire easement for runway 10/28 runway protection zone.
Acquire road right-of-way in fee simple.

Acquire land for runway 24 runway protection zone.
Construct parallel taxiway A and taxiway L.
Design runway 24 and taxiway A extension.

Construct runway 24 and taxiway A extension.

Brief Description of Projects Approved for Use:

Rehabilitate taxiway D.
Runway 6 extension, phase I.

Brief Description of Disapproved Project: Land release at intersection of Chambers Road and Schweizer Road.

Determination: The project does not meet the requirements of § 158.15(a).

Decision Date: February 28, 2008.

FOR FURTHER INFORMATION CONTACT: John Moretto, New York Airports District Office, (516) 227-3806.

Public Agency: City of Manchester, New Hampshire.

Application Number: 08-12-U-00-MHT.

Application Type: Use PFC revenue.
PFC Level: \$3.00.

Total PFC Revenue To Be Used in This Decision: \$11,401,727.

Charge Effective Date: November 1, 2018.

Estimated Charge Expiration Date: October 1, 2020.

Class of Air Carriers Not Required To Collect PFCs: No change from previous decision.

Brief Description of Projects Approved for Use:

Glycol collection system.
Extension of runway 24 safety area.
Decision Date: February 29, 2008.

FOR FURTHER INFORMATION CONTACT: Priscilla Scott, New England Region Airports Division, (781) 238-7814.

Public Agency: City of Colorado Springs, Colorado.

Application Number: 08-12-C-00-COS.

Application Type: Impose and use a PFC.

PFC Level: \$3.00.
Total PFC Revenue Approved in This Decision: \$2,494,547.
Earliest Charge Effective Date: December 1, 2009.

Estimated Charge Expiration Date: December 1, 2010.

Class of Air Carriers Not Required To Collect PFCs: None.

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Brief Description of Projects Approved for Collection and Use:

Rehabilitate portions of taxiways E, E1-8, G and H (phase II).

Vehicle service road—east side perimeter (phase II).

Jet bridge reconfiguration.

Public roadway signage.

Decision Date: March 20, 2008.

FOR FURTHER INFORMATION CONTACT:

Chris Schaffer, Denver Airports District Office, (303) 342-1258.

Public Agency: Missoula County Airport Authority, Missoula, Montana.

Application Number: 08-07-C-00-MSO.

Application Type: Impose and use a PFC.

PFC Level: \$4.50.

Total PFC Revenue Approved in This Decision: \$8,108,383.

Earliest Charge Effective Date: December 1, 2008.

Estimated Charge Expiration Date: October 1, 2016.

Class of Air Carriers Not Required To Collect PFC's: Nonscheduled on-demand (air taxi) carriers.

Determination: Approved. Based on information contained in the public agency's application, the FAA has determined that the approved class accounts for less than 1 percent of the total annual enplanements at Missoula International Airport.

Brief Description of Projects Approved for Collection and Use:

Relocate security checkpoints.

Relocate localizer.

Grade object free area/runway safety area transition.

Construct fire apparatus vehicle storage facility.

Rehabilitate runway 11/29.

Improve airfield lighting.

Replace and upgrade runway pavement sensor system.

Previous and current PFC application preparation costs.

Update airport master plan study.

Security phase II—perimeter gate enhancements and system upgrade.

Terminal area safety enhancements.

Acquire aircraft rescue and firefighting equipment.

Expand snow removal equipment storage building.

Expand emergency operations center.

Acquire interactive employee training system.

Acquire liquid deicing vehicle and storage tank.

Acquire snow removal equipment (loader with snow plow).

Rehabilitate taxiways Delta, Alpha3, and north Golf.

Brief Description of Project Partially Approved for Collection and Use: Acquire one new public safety vehicle.

Determination: The public agency had requested approval to acquire two public safety vehicles. However, the FAA determined that the second vehicle was for redundancy and exceeded known requirements. Thus, the FAA limited its approval to one vehicle.

Decision Date: March 20, 2008.

FOR FURTHER INFORMATION CONTACT: Dave Stelling, Helena Airports District Office, (406) 449-5271.

Public Agency: County of Sonoma, Santa Rosa, California.

Application Number: 08-04-C-00-ST5.

Application Type: Impose and use a PFC.

PFC Level: \$4.50.

Total PFC Revenue Approved in This Decision: \$1,594,049.

Earliest Charge Effective Date: May 1, 2008.

Estimated Charge Expiration Date: February 1, 2012.

Class of Air Carriers Not Required To Collect PFC's: None.

Brief Description of Projects Approved for Collection and Use:

Acquire land for runway approach protection (53 acres).

Obstruction removal.

Security enhancements.

Airfield vacuum sweeper.

Terminal building modernization—security screening upgrades.

Emergency equipment.

Cost benefit analysis for new terminal.

Brief Description of Withdrawn Project:

Acquire two trucks, sweeper, and airfield inspection software.

Date of Withdrawal: March 19, 2008.

Decision Date: March 21, 2008.

FOR FURTHER INFORMATION CONTACT: Ron Biaoco, San Francisco Airports District Office, (650) 878-2778, extension 626.

Public Agency: County of Manistee, Manistee, Michigan.

Application Number: 08-01-C-00-MBL.

Application Type: Impose and use a PFC.

PFC Level: \$4.50.

Total PFC Revenue Approved in This Decision: \$388,986.

Earliest Charge Effective Date: June 1, 2008.

Estimated Charge Expiration Date: November 1, 2040.

Class of Air Carriers Not Required To Collect PFC's: Air taxi/commercial operators filing FAA Form 1800-31.

Determination: Approved. Based on information contained in the public agency's application, the FAA has determined that the approved class accounts for less than 1 percent of the total annual enplanements at Manistee County Blacker Airport.

Brief Description of Projects Approved for Collection and Use:

Runway 09/27 surface treatment; precision approach path indicator lights, runway 27.

Fuel farm construction.

New runway 09/27 design engineering.

Snow removal equipment plow truck/sand spreader.

Construct and grade runway 09/27.

Land acquisition (AM 548).

Construction supervision.

Instrument landing system/very high frequency omnirange/automatic weather observation station site preparation.

Perimeter fencing design engineering.

Instrument landing system/medium intensity approach lighting system with runway alignment indicator lights/precision approach path indicator lights relocations.

Land parcels 24, 25, 26, and 27 (AM 646).

Install perimeter fence.

Environmental review of 41 land swap.

Rehabilitate runway 18/36 taxiway and apron.

Snow removal equipment building rehabilitation.

Snow removal equipment plow truck/material spreader.

Land reimbursement, runway 18 approach.

Procurement documents for aircraft rescue and firefighting and snow removal equipment vehicles.

Decision Date: March 21, 2008.

For Further Information Contact: Jason Watt, Detroit Airports District Office, (734) 229-2908.

Public Agency: City of Redmond, Oregon.

Application Number: 08-06-C-00-RDM.

Application Type: Impose and use a PFC.

PFC Level: \$4.50.

Total PFC Revenue Approved in This Decision: \$1,781,478.

Earliest Charge Effective Date: May 1, 2008.

Estimated Charge Expiration Date: May 1, 2010.

Class of Air Carriers Not Required To Collect PFC's: Air taxi/commercial operators—nonscheduled/on-demand air carriers filing FAA Form 1800-31.

Determination: Approved. Based on information contained in the public agency's application, the FAA has determined that the approved class accounts for less than 1 percent of the total annual enplanements at Roberts Field.

Brief Description of Projects Approved for Collection and Use:

Construction management—terminal expansion.

Construction—terminal expansion.

Decision Date: March 27, 2008.

FOR FURTHER INFORMATION CONTACT:
Trang Tran, Seattle Airports District
Office, (425) 227-1662.

AMENDMENTS TO PFC APPROVALS

Amendment No., city, state	Amendment approved date	Original approved net PFC revenue	Amended approved net PFC revenue	Original estimated charge exp. date	Amended estimated charge exp. date
00-03-C-02-CHA, Chattanooga, TN	02/13/08	\$19,746,474	\$5,752,115	01/01/12	08/01/10
01-08-C-02-BNA, Nashville, TN	03/03/08	4,514,173	4,328,889	10/01/02	10/01/02
92-01-C-02-GUM, Agana, CU	03/04/08	800,000	568,661	06/01/94	06/01/94
95-01-C-03-SYR, Syracuse, NY	03/17/08	6,737,425	3,954,577	04/01/97	04/01/97
94-01-C-01-LSE, LaCrosse, WI	03/18/08	795,299	571,966	08/01/97	08/01/97
96-02-C-03-LSE, LaCrosse, WI	03/19/08	84,367	84,734	11/01/99	11/01/99
97-03-C-03-LSE, LaCrosse, WI	03/19/08	485,000	473,343	03/01/00	03/01/00
97-04-C-01-LSE, LaCrosse, WI	03/19/08	615,000	245,313	03/01/02	08/01/01
*03-02-C-02-LGB, Long Beach, CA	03/21/08	62,344,903	62,344,903	05/01/17	10/01/14
08-03-C-01-LGB, Long Beach, CA	03/21/08	7,148,186	7,148,186	12/01/18	11/01/15

Notes: The amendment denoted by an asterisk (*) includes a change to the PFC level charged from \$3.00 per enplaned passenger to \$4.50 per enplaned passenger. For Long Beach, CA this change is effective on May 1, 2008.

Issued in Washington, DC on April 8, 2008.
Myrn Rivera,
Acting Manager, Financial Analysis and
Passenger Facility Charge Branch.
[FR Doc. E8-8066 Filed 4-15-08; 8:45 am]
BILLING CODE 4910-13-M

DEPARTMENT OF TRANSPORTATION

Federal Railroad Administration

Petition for Waiver of Compliance

In accordance with Part 211 of Title 49 Code of Federal Regulations (CFR), notice is hereby given that the Federal Railroad Administration (FRA) received a request for a waiver of compliance with certain requirements of its safety standards. The individual petition is described below, including the party seeking relief, the regulatory provisions involved, the nature of the relief being requested, and the petitioner's arguments in favor of relief.

Association of American Railroads
(Waiver Petition Docket Number FRA-2008-0015)

The Association of American Railroads (AAR), on behalf of its member railroads, seeks a waiver of compliance with the Locomotive Safety Standards, 49 CFR Parts 229.27(a)(2) and 229.29(a), as they pertain to the requirements to clean, repair and test airbrake equipment associated with locomotive remote control systems manufactured by Cattron-Theimeg Inc. (Accuspeed, Beltpack, and Cantrac

brands); Control Chief Corporation (MU & Go, Train Chief II, and Plug & Go brands); and General Electric Company (Locotrol brand). AAR requests to change the time interval requirements for the additional air brake equipment to align with the requirements for the other brake equipment on each locomotive, set by waiver for locomotives equipped with 26L air brakes at 1,104 days if not equipped with an air dryer (Docket No. H-80-7) or 1,472 days if equipped with an air dryer (Docket No. FRA-2005-21325) and at 5 years or longer for locomotives equipped with electronic air brakes (Docket Nos. FRA-2000-7367, FRA-2002-13397, FRA-1999-6252 and FRA-2005-21613).

In support of its application, AAR states that a precedent has been established by waiver Docket Number FRA-2006-24224, which granted relief to the Canadian National Railway (CN), extending the clean, repair and test interval to 1,472 days for remote control brake valves in the Cattron-Theimeg Beltpack brand systems. AAR contends that there is no reason that one railroad be permitted longer inspection intervals than other railroads and that there is also no justification for giving one remote control system longer inspection intervals than other systems.

AAR recognizes that the CN waiver retains the requirement for cleaning air brake filtering devices every 368 days and agrees to this restriction. As attachments to the waiver petition, AAR also submitted letters from Cattron-Theimeg recommending a 5-year inspection interval for their three remote control locomotive (RCL) systems, a letter from Control Chief recommending a 48-month service interval for all of their RCL air brake components, and a page from the

General Electric Locotrol Maintenance manual recommending a 5-year interval.

Interested parties are invited to participate in these proceedings by submitting written views, data, or comments. FRA does not anticipate scheduling a public hearing in connection with these proceedings since the facts do not appear to warrant a hearing. If any interested party desires an opportunity for oral comment, they should notify FRA, in writing, before the end of the comment period and specify the basis for their request.

All communications concerning these proceedings should identify the appropriate docket number (e.g., Waiver Petition Docket Number 2008-0015) and may be submitted by any of the following methods:

Web site: <http://www.regulations.gov>.
Follow the online instructions for submitting comments.
Fax: 202-493-2251.

Mail: Docket Operations Facility, U.S. Department of Transportation, 1200 New Jersey Avenue, SE., W12-140, Washington, DC 20590.

Hand Delivery: 1200 New Jersey Avenue, SE., Room W12-140, Washington, DC 20590, between 9 a.m. and 5 p.m., Monday through Friday, except Federal Holidays.

Communications received within 45 days of the date of this notice will be considered by FRA before final action is taken. Comments received after that date will be considered as far as practicable. All written communications concerning these proceedings are available for examination during regular business hours (9 a.m.-5 p.m.) at the above facility. All documents in the public docket are also available for inspection and copying on the Internet at the docket facility's Web site at <http://www.regulations.gov>.

COMMUNITY AIRPORTS
Act 206 of 1957

AN ACT to authorize 2 or more counties, cities, townships and incorporated villages, or any combination thereof, to incorporate an airport authority for the planning, promoting, acquiring, constructing, improving, enlarging, extending, owning, maintaining and operating the landing, navigational and building facilities necessary thereto of 1 or more community airports; to provide for changes in the membership therein; to authorize an authority or the counties, cities, townships and incorporated villages that form an authority to levy taxes for such purposes; to provide for the operation and maintenance and issuing notes therefor; to authorize condemnation proceedings; and to prescribe penalties and provide remedies.

History: 1957, Act 206, Eff. Sept. 27, 1957;—Am. 1987, Act 153, Imd. Eff. Oct. 29, 1987;—Am. 1998, Act 174, Eff. Mar. 23, 1999.

Popular name: Community Airport Authority Act

The People of the State of Michigan enact:

259.621 Airport authority; formation; purpose; selection and location of site for physical facilities.

Sec. 1. Any 2 or more counties, cities, incorporated villages, or townships, or any combination thereof, by resolution of their respective legislative bodies, may join to form an airport authority for the purpose of planning, promoting, acquiring, constructing, improving, enlarging, extending, owning, maintaining, and operating the landing, navigational, and building facilities necessary thereto, either within or without their limits, of 1 or more community airports. A site for the physical facilities of the airport authority shall not be selected without the approval of 2/3 of the total membership of the airport authority board and shall be located within the boundaries of the airport authority.

History: 1957, Act 206, Eff. Sept. 27, 1957;—Am. 1958, Act 216, Eff. Sept. 13, 1958;—Am. 1969, Act 32, Imd. Eff. July 10, 1969;—Am. 1982, Act 312, Imd. Eff. Oct. 14, 1982.

Popular name: Community Airport Authority Act

259.622 Airport authority; body corporate, powers.

Sec. 2. The airport authority shall be a body corporate with power to sue or be sued in any court of this state and may exercise any and all powers necessary and incident to the acquisition, construction, improvement, enlargement, extension, ownership, maintenance and operation of the landing, navigational and building facilities necessary thereto of 1 or more community airports.

History: 1957, Act 206, Eff. Sept. 27, 1957.

Popular name: Community Airport Authority Act

259.623 Resolution creating airport authority; county, city, incorporated village, or township subsequently becoming member of airport authority; release from membership; resolutions; conditions.

Sec. 3. (1) The resolution creating the airport authority shall designate the counties, cities, incorporated villages, and townships to be included therein and shall set forth the fact that a sum of money not to exceed 1 mill of their assessed valuation as last equalized by the state may be requested and certified by the airport authority board annually for the purpose of planning, promoting, acquiring, constructing, improving, enlarging, extending, owning, maintaining, and operating the necessary landing, navigational, and building facilities of 1 or more community airports. The resolution also shall provide that the requested money or any portion of the requested money may be pledged by the governing body of the airport authority for the payment of revenue bonds under Act No. 94 of the Public Acts of 1933, as amended, being sections 141.101 to 141.139 of the Michigan Compiled Laws. The authority shall be deemed to be a charter authority within the meaning of section 6 of article 9 of the state constitution of 1963. The resolution may provide that the airport authority shall become operative if a specified number of the proposed number of members bodies approve it. The resolution may fix a time within which the respective local units must act in order to be included in the airport authority. The resolution may designate a date for the appointed representatives to convene.

(2) Any county, city, incorporated village, or township may subsequently become a member of any airport authority formed under this act upon resolution adopted by the governing body of the municipality and acceptance by resolution adopted by majority vote of the entire governing board of the airport authority. Any county, city, incorporated village, or township which is or becomes a member of an airport authority, upon

request and upon resolution of its governing body, duly accepted by a 2/3 majority vote of the entire governing board of the airport authority, may be released from membership in the airport authority. A county, city, incorporated village, or township may not be released from membership in any airport authority formed under this act until all outstanding obligations of the airport authority that have been incurred after the time of the admission to membership of the county, city, incorporated village, or township and that part of prior obligations as may be agreed to by the board and the governing body of the county, city, incorporated village, or township have been paid, or adequate provision has been made for the payment thereof.

History: 1957, Act 206, Eff. Sept. 27, 1957;—Am. 1969, Act 32, Imd. Eff. July 10, 1969;—Am. 1982, Act 312, Imd. Eff. Oct. 14, 1982.

Popular name: Community Airport Authority Act

259.624 Ad valorem property tax; authorization; limitation; computing total tax to be levied; approval of tax by electors; use of revenues.

Sec. 4. (1) The legislative bodies of the counties, cities, incorporated villages, and townships creating the airport authority may raise by an ad valorem property tax, to be levied on the taxable property within their respective jurisdictions, a sum of money to be used to assist in the planning, promoting, acquiring, constructing, improving, enlarging, extending, owning, maintaining, and operating the landing, navigational, and building facilities necessary thereto of the community airport authorized by this act. The tax shall not exceed 1 mill on each dollar of the state equalized valuation of each county, city, incorporated village, or township. In computing the total tax to be levied, the assessed valuation of any unit of government joining the airport authority shall not be used more than once.

(2) The ad valorem property tax authorized by this section shall not be levied unless approved by the majority of the qualified electors of the member local unit voting thereon. A tax approved pursuant to this subsection may be levied until the local unit is released from membership in the authority or until the authority is dissolved, whichever occurs first. However, this subsection shall not be considered to prohibit the use of revenues from ad valorem property tax levies of mills within the member local unit's charter or statutory limitation to pay an appropriation required by the airport authority.

History: 1957, Act 206, Eff. Sept. 27, 1957;—Am. 1958, Act 216, Eff. Sept. 13, 1958;—Am. 1969, Act 32, Imd. Eff. July 10, 1969;—Am. 1982, Act 312, Imd. Eff. Oct. 14, 1982.

Popular name: Community Airport Authority Act

259.625 Airport authority board; number, appointment, and representation of members; election of officers; conducting business at public meeting; public notice; appointment of committees; selection and employment of officers and employees; engaging necessary services; reimbursement of expenses.

Sec. 5. The airport authority shall be directed and governed by an airport authority board consisting of not less than 4 members, the appointment and representation of which shall consider population as well as other factors and shall be specified in each of the resolutions creating the airport authority. On the date appointed in the adopting resolutions, or not more than 30 days after the creation of the airport authority, the members appointed to the airport authority board shall convene to elect a temporary chairperson and secretary. As soon as possible the full airport authority board shall hold its first meeting and organize by electing a chairperson and vice-chairperson who shall be members of the board, and a secretary and treasurer who need not be members. The business which the board may perform shall be conducted at a public meeting of the board held in compliance with Act No. 267 of the Public Acts of 1976, as amended, being sections 15.261 to 15.275 of the Michigan Compiled Laws. Public notice of the time, date, and place of the meeting shall be given in the manner required by Act No. 267 of the Public Acts of 1976, as amended. The board may also appoint an executive committee, consisting of the chairperson and 2 other members, to carry on the active administrative duties of the airport authority, which executive committee shall hold office during the pleasure of the airport authority board. The airport authority board may also appoint an airport advisory committee whose duty shall be to advise the airport authority board in regard to technical problems of airport operation and in regard to state and federal policies. The airport authority board may also select and employ other officers and employees and engage services as shall be considered necessary. A member of the airport authority board shall serve without compensation but shall be reimbursed for actual expenses incurred in the discharge of official duties.

History: 1957, Act 206, Eff. Sept. 27, 1957;—Am. 1958, Act 216, Eff. Sept. 13, 1958;—Am. 1969, Act 32, Imd. Eff. July 10, 1969;—Am. 1978, Act 410, Imd. Eff. Sept. 28, 1978;—Am. 1982, Act 312, Imd. Eff. Oct. 14, 1982.

Popular name: Community Airport Authority Act

259.626 Airport authority board; meetings; quorum; record; availability of writings to public; system of accounts; treasurer; bond; rules and policies.

Sec. 6. After organization the airport authority board shall hold meetings at the call of the chairperson. The chairperson shall call a meeting upon request of 3 members of the board. A majority of the appointed members shall constitute a quorum. The board shall keep a written or printed record of each meeting, which record and any other writing prepared, owned, used, in the possession of, or retained by the board in the performance of an official function shall be made available to the public in compliance with Act No. 442 of the Public Acts of 1976, as amended, being sections 15.231 to 15.246 of the Michigan Compiled Laws. The board shall also provide for a system of accounts to conform to a uniform system required by law and for the auditing at least once a year of the accounts of the treasurer by a competent certified public accountant. The board shall require of the treasurer a suitable bond by a responsible bonding company, the bond to be paid for by the board. The airport advisory committee, with the approval of the airport authority board, shall adopt rules and policies governing the professional work of an airport and the eligibility and qualifications of the airport's staffs, which may conform, as nearly as practicable, to the applicable standards recommended by the American association of airport executives, the federal aviation administration, and the civil aeronautics board.

History: 1957, Act 206, Eff. Sept. 27, 1957;—Am. 1969, Act 32, Imd. Eff. July 10, 1969;—Am. 1978, Act 410, Imd. Eff. Sept. 28, 1978;—Am. 1982, Act 312, Imd. Eff. Oct. 14, 1982.

Popular name: Community Airport Authority Act

259.627 Airport authority board; preparation, contents, and adoption of budget; determining fair and equitable share of each county, city, and township; appropriation by village; payment of sums certified by board; liability; reports.

Sec. 7. (1) Not later than April 1 of each year the airport authority board shall prepare a budget containing an itemized statement of the estimated current expenses and the expenses for capital outlay, including the amount necessary to pay the principal and interest of any outstanding bonds or other obligations of the authority maturing during the ensuing fiscal year or which have previously matured and are unpaid, and an estimate of the estimated revenue of the airport authority from all sources for the ensuing fiscal year. Airport authorities consisting only of 2 or more counties shall have until September 1 of each year to prepare this budget. The board shall adopt such budget as shall be deemed necessary and shall ascertain what appropriations are required from the several counties, cities, townships, and villages to meet their respective shares of the amount of the budget in excess of the estimated revenues.

(2) In determining the fair and equitable share of each county, city, and township, the board shall establish the ratio that the state equalized valuation of each for the year in which the appropriation is required bears to the total state equalized valuation for the year in which the appropriation is required of all the counties, cities, and townships included in the airport authority and use the applicable ratio in determining the amount of appropriation required from a county, city, or township. Any village included in the airport authority shall appropriate its proportionate share of the amount apportioned to the township in which it is located, and in determining the division between the township and village, the amount of their respective state equalized valuations for the year the appropriation is required shall be used as the basis for the determination. The board shall certify to each participating county, city, township, and village the amount to be raised by them, and the respective counties, cities, townships, and villages shall include such amounts in their next ensuing budgets and shall pay the amounts so certified from any funds they have available or from the proceeds of a tax which they are authorized to levy, in an amount sufficient therefor, but not exceeding 1 mill. Payment of sums so certified shall be due and payable to the airport authority 120 days subsequent to the date upon which local taxes become due and payable in counties, cities, villages, and townships participating in the airport authority. Each county, city, township, and village shall be liable for the amount so certified.

(3) The board shall also render to each participating county, city, township, and village, on each July 1, during the operation of the airport a certified report of the operation of the airport. Each report shall state the condition of the finances, the amount of money expended, and the money received from all sources. The board shall also file a copy of the report with the department of treasury together with any other information the department of treasury may require. Within 30 days after the formation of any new airport authority, and annually on July 1 thereafter, the airport authority board shall file with the secretary of state a report as the secretary of state may require, showing the date of formation, the names of the member communities, and any other information as the report may call for.

History: 1957, Act 206, Eff. Sept. 27, 1957;—Am. 1969, Act 32, Imd. Eff. July 10, 1969;—Am. 1982, Act 312, Imd. Eff. Oct. 14, 1982;—Am. 1983, Act 182, Imd. Eff. Oct. 25, 1983.
Rendered Wednesday, April 13, 2016

Popular name: Community Airport Authority Act

259.627a Applicability of section; levy of ad valorem property tax; election; resolution; form of proposition; collection; certification; payment; expenses; adoption of budget; dissolution of authority.

Sec. 7a. (1) This section applies only to an authority formed under this act that is composed of 1 county and another member or members all located wholly within the boundaries of that county. This section shall apply to such an authority in addition to any provisions of this act that are not inconsistent with this section, and in case of a conflict between this section and any other provisions of this act which are inconsistent with this section, this section shall prevail.

(2) Sections 4 and 7 shall not apply to an authority governed by this section, except that the revenue from the tax authorized to be levied pursuant to this section may be used for the same purposes described in section 4 for which the revenue may be used from a tax authorized to be levied pursuant to section 4. A member of the authority may voluntarily make an appropriation to the authority. The board of an authority governed by this section may levy an ad valorem property tax on taxable property within the county at a rate of not to exceed 1 mill upon approval of the majority of the qualified electors within the county voting on the question.

(3) An election on the question of whether to levy a tax authorized pursuant to subsection (2) may be called by resolution of the board of the authority. The secretary of the board of the authority shall file a copy of the resolution of the board calling the election with the county clerk, the county election scheduling committee, and the board of county election commissioners not less than 45 days before the date of the election. The resolution calling the election shall contain the proposition to be submitted to the electors. The calling of an election in the manner provided in this section, but prior to the effective date of this section, is ratified. Approval by the electors of a proposition in substantially the following form shall constitute authorization for the authority to impose the tax and to use the proceeds for any 1 or more of the purposes described in section 4:

"Shall the _____ Authority be authorized to levy upon property in _____ County a tax not to exceed _____ mill (\$ _____ per \$1,000.00) in any 1 year, on assessed valuation as finally equalized, to be used to assist in acquiring, constructing, improving, enlarging, owning, maintaining, and operating property and facilities at _____ Airport(s)?

Yes _____
No _____"

The county clerk, each city and township clerk, and all other county, city, and township officials, shall undertake those steps to properly submit the proposition to the electors in the county at the election specified in the resolution of the authority. The election shall be conducted and canvassed in accordance with the Michigan election law, Act No. 116 of the Public Acts of 1954, being sections 168.1 to 168.992 of the Michigan Compiled Laws. The results of the election shall be certified to the board of the authority promptly after the date of the election. The authority shall not call more than 1 election within a calendar year for the approval of the tax authorized by subsection (2) without the approval of the legislative bodies of a majority of the members of the authority. If no election or nomination to any state, county, district, or other local office is on the ballot in a given political subdivision within the county on the day of the election regarding the airport authority proposition, and if in that subdivision there is no ballot proposition, proposal, or question submitted by that subdivision, the authority shall pay all, or if the authority proposition is not the only proposition, proposal, or question before the electorate, a pro rata portion of the reasonable costs of the election incurred by that political subdivision as determined by the county clerk.

(4) The tax authorized by this section shall be levied and collected as are all ad valorem property taxes in the state, and the secretary of the board of the authority shall at the appropriate times certify to the proper tax assessing or collecting officers of each city and township in the county the amount of taxes to be levied and collected each year for the authority by each city and township. The board of the authority shall determine on which tax roll of the city or township, if there is more than 1 roll, that the tax authorized by this section shall be collected. However, the tax shall not be levied on a July tax roll unless certified by the authority not later than the immediately preceding June 15, and shall not be levied on a December tax roll unless certified not later than the immediately preceding October 1, except that a tax authorized by this section and approved at an election held on November 3, 1987, may be levied on a December 1987 tax roll. Each tax assessing and collecting officer shall levy and collect the taxes certified by the authority and pay those taxes to the county treasurer in accordance with the same schedule as is applicable pursuant to section 43 of the general property tax act, Act No. 206 of the Public Acts of 1893, being section 211.43 of the Michigan Compiled Laws, with respect to the delivery of county taxes. The county treasurer shall account for and deliver to the authority the tax collections for authority purposes, received by the county treasurer from local collecting officers, within

10 business days after the county treasurer receives the funds. If a tax is certified for levy on a December 1987 tax roll, the reasonable and actual expenses incurred by a township, county, or city in assessing and collecting the tax on that roll, to the extent these expenses are in addition to the expense of collection and assessing any other taxes at the same time and exceed the amount of any fees imposed for the collection of the tax, shall be billed to and paid by the authority.

(5) The budget of the authority, other than the first budget, shall be adopted before commencement of the fiscal year to which the budget relates.

(6) The resolution creating the airport authority may establish or may have established conditions under which the authority shall be dissolved.

History: Add. 1987, Act 153, Imd. Eff. Oct. 29, 1987.
Popular name: Community Airport Authority Act

259.628 Airport authority board; self-liquidating bonds; issuance; liability; amount required of municipality as revenues of authority; sale of bonds; petition for referendum; resolution; election; ballots; governing bodies as board of canvassers; certification of election results.

Sec. 8. For the purpose of acquiring, purchasing, constructing, improving, enlarging, or repairing such community airports, the airport authority board may issue self-liquidating bonds of the authority in accordance with Act No. 94 of the Public Acts of 1933, as amended, being sections 141.101 to 141.139 of the Michigan Compiled Laws. The bonds shall not impose any liability upon the counties, cities, villages, and townships included in the airport authority, other than on the amounts which are assessed against the respective municipalities as provided for by this act, which amounts or any portion thereof may be pledged by the governing body of the airport authority for the payment of the bonds for a period not exceeding 40 years. The amount herein required to be paid by any municipality under the provisions of this act shall be considered to be a part of the revenues of the airport authority as that term is defined in section 3(f) of Act No. 94 of the Public Acts of 1933, as amended, being section 141.103 of the Michigan Compiled Laws. The bonds shall be sold for not less than par and shall bear interest at a rate not in excess of the maximum rate permitted under section 12 of Act No. 94 of the Public Acts of 1933, as amended, being section 141.112 of the Michigan Compiled Laws. If a petition for referendum is filed with the secretary of the airport authority in accordance with the provisions of section 33 of Act No. 94 of the Public Acts of 1933, as amended, being section 141.133 of the Michigan Compiled Laws, the governing body of the airport authority shall adopt a resolution establishing the date of the election, which shall be not less than 60 days nor more than 90 days after the adoption of the resolution. The secretary of the authority, within 5 days after the adoption of the resolution, shall transmit a certified copy of the resolution to the governing body of each member community. The governing bodies of the member communities immediately shall provide for an election in accordance with the resolution passed by the authority, in which the question of issuing the bonds and pledging the authority's revenues, including all or any part of the amounts assessed against the respective municipalities as provided for by this act, shall be submitted. The ballots for use in the election shall be provided by the authority and the election shall be conducted in the respective communities except that if any part or all of a village belonging to an airport authority is located in a township belonging to the same authority, the township election shall include that part of the village located in it and the village shall not be required to hold an election except in that portion of the village not located in a township belonging to the authority. The governing bodies of the member communities shall act as a board of canvassers and shall certify the results of the election to the airport authority board, within 5 days after the date of the election, on forms provided by the airport authority. The airport authority board shall compile and tabulate the vote as required from the member communities and certify the result of the election by resolution upon the records of the authority. A majority of the total valid votes cast at such an election voting "yes" on the question submitted shall constitute an approval of the issuance of the bonds.

History: 1957, Act 206, Eff. Sept. 27, 1957;—Am. 1969, Act 32, Imd. Eff. July 10, 1969;—Am. 1982, Act 312, Imd. Eff. Oct. 14, 1982.

Popular name: Community Airport Authority Act

259.628a Violation of MCL 168.1 to 168.992 applicable to petitions; penalties.

Sec. 8a. A petition under section 8, including the circulation and signing of the petition, is subject to section 488 of the Michigan election law, 1954 PA 116, MCL 168.488. A person who violates a provision of the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992, applicable to a petition described in this section is subject to the penalties prescribed for that violation in the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992.

History: Add. 1998, Act 174, Eff. Mar. 23, 1999
Popular name: Community Airport Authority Act

259.629 Airport authority board; borrowing money and issuing notes; maturity; purpose; resolution; notes issued subject to MCL 141.2101 to 141.2821.

Sec. 9. The airport authority board operating any airport under the provisions of this act, by resolution adopted by a majority vote of the entire governing board, may borrow money and issue notes, maturing not more than 1 year from the date of their issuance. Borrowing pursuant to this section shall be for the purpose of meeting current expenses of operation and maintenance of the airport. The resolution shall provide for the pledging of income and revenues of the airport authority not previously pledged for the payment of the notes and shall also provide for a special sinking fund into which there shall first be paid, as collected, a sufficient sum from the revenues of the airport authority pledges to retire both the principal and interest of the notes at maturity. The resolution may also provide for the pledging of other assets of the airport authority as additional security for the payment of the notes. Notes issued under this section are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

History: 1957, Act 206, Eff. Sept. 27, 1957;—Am. 1982, Act 312, Imd. Eff. Oct. 14, 1982;—Am. 2002, Act 301, Imd. Eff. May 9, 2002.

Popular name: Community Airport Authority Act

259.630 Airport authority board; purchase, lease, or acceptance of property; condemnation of private property; powers of board; taxation of buildings or personal property located on community airport; taxes due as debt.

Sec. 10. (1) For the purposes of the authority, the airport authority board may purchase, lease, accept by gift or devise real or personal property, or condemn private property. Condemnation shall be exercised by the authority in the same manner as provided the state aeronautics commission by section 104 of Act No. 327 of the Public Acts of 1945, being section 259.104 of the Michigan Compiled Laws, or under such other appropriate acts as shall be passed for the purpose of instituting and prosecuting condemnation proceedings for airport or landing field purposes. The authority board may sell, exchange, lease, hold, manage, and control such property. It may convey its property or any part thereof without monetary consideration to a nonprofit corporation organized for the purpose of owning, maintaining, and operating a public airport or permit the use of such property by such corporation. The conveyance or permission for use shall be upon condition that the corporation maintain and operate an airport upon any land so conveyed or use of which is permitted, and that the corporation shall conform to the rules and standards provided by Act No. 327 of the Public Acts of 1945, as amended, being sections 259.1 to 259.208 of the Michigan Compiled Laws. If land is acquired by condemnation, the provisions of Act No. 87 of the Public Acts of 1980, as amended, being sections 213.51 to 213.76 of the Michigan Compiled Laws, shall be adopted and used for the purpose of instituting and prosecuting the condemnation proceedings.

(2) All buildings or personal property located on the community airport may be taxed in the same manner as taxes assessed to owners of real property, except that such taxes shall not become a lien against the property. When due, such taxes shall constitute a debt due from the owner of the buildings or personal property to the township, city, village, county, and school district in which the airport is located and shall be recoverable by direct action of assumpsit.

History: 1957, Act 206, Eff. Sept. 27, 1957;—Am. 1958, Act 216, Eff. Sept. 13, 1958;—Am. 1969, Act 32, Imd. Eff. July 10, 1969;—Am. 1982, Act 312, Imd. Eff. Oct. 14, 1982.

Popular name: Community Airport Authority Act

Administrative rules: R 259.201 et seq. of the Michigan Administrative Code.

259.631 Community airport; definition.

Sec. 11. As used in this act, "community airport" means any location, either on land or water, which is used for the landing or take-off of aircraft, which provides facilities for the shelter, supply or care of aircraft, or for receiving or discharging passengers or cargo, and all appurtenant areas used or suitable for airport buildings or other airport facilities, all appurtenant rights of way and runway clear zones as designated by the civil aeronautics authority, whether heretofore or hereafter established.

History: 1957, Act 206, Eff. Sept. 27, 1957.

Popular name: Community Airport Authority Act

**INTERGOVERNMENTAL AGREEMENT FOR THE SUPPLY OF MUNICIPAL SERVICES
BY THE COUNTY OF MANISTEE TO THE MANISTEE BLACKER AIRPORT
AUTHORITY**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made as of _____ 2016, by and between the County of Manistee of 415 Third Street, Manistee, Michigan 49660 ("County") and the Manistee Blacker Airport Authority of 2323 Airport Rd., Manistee, Michigan 49660, ("Authority").

RECITALS

The County is a Michigan county and member of the Manistee Blacker Airport Authority, owner of the Manistee Blacker Airport (the "Airport") located in Manistee Township, Michigan.

The Authority was created under the Community Airport Authority Act, 1957 P.A. 206, being MCL 259.621, *et. seq.*, with the City and the County as the appointing members. The City later withdrew from the Authority.

The Authority has all the rights and powers granted by Michigan law to a community airport authority to acquire, hold, construct, improve, maintain, operate, own, and lease aviation facilities and to exercise all powers necessary, appurtenant, convenient, or incidental to the carrying out of the powers.

The County and the Authority seek approval and recognition by the Federal Aviation Administration to act as co-sponsors for purposes of the receipt of federal funds, including the obligation to comply with the responsibilities imposed under the FAA Sponsor's Assurances in connection with the Grant Agreements.

In order to assure that the Airport will have all of the operational support it needs from the County to carry out the requirements of its federal obligations, the parties wish to enter into this Agreement for the provision of necessary municipal services under the authority of the Intergovernmental Contracts Between Municipal Corporations Act, 1951 P.A. 35, MCL 124.1 *et. seq.*, as amended.

AGREEMENT

Accordingly, the parties agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated into this Agreement.
2. Term. This agreement begins on the effective date written above and will continue for an initial term of five years, then for two successive five year terms, and then, thereafter, for successive two year terms; provided that, either party has the right to terminate this agreement at the end of any term by giving to the other party written notice at least one year prior to the expiration of the term.

3. Provision of Services. The County shall upon request of the Authority perform such services that it is capable of performing for the Authority. If compensation is required for those services, the Authority shall pay not more than the actual direct and indirect costs in employee time and materials used in the same manner that the performing department charges other County departments. County understands that Federal Aviation Administration grant assurances prohibit the Authority from paying more for services received than their reasonable cost. Where a County department performs services for the Authority that it also performs for another County department, the County understands that it may not charge the Authority more than it charges for the same services between departments and that all costs must be allocated in accordance with 2 C.F.R Part 200, which is incorporated in this Agreement.

4. Services Currently Provided. Attached as Exhibit A is a list of the County services currently provided to the Authority on the date of this Agreement and which the parties intend to continue. Services may be started or stopped as the parties may agree.

5. Duty to Cooperate. Each party shall cooperate in good faith with the other to implement the terms and intent of this Agreement.

6. No Third Party Beneficiaries. The intention of the parties is to not create any rights in or provide any remedies to any person not a party to this agreement.

7. Notice. Any notice herein required or permitted to be given will be deemed given if and when mailed in a sealed envelope by United States certified mail, return receipt requested, postage prepaid, properly addressed as follows or such other address as specified by notice to the other party in accordance with the provisions of this section:

To the County:
Office of the Administrator
County of Manistee
415 Third Street
Manistee, Michigan 49660

To the Authority:
Airport Director
Manistee Blacker Airport Authority
2323 Airport Rd.
Manistee, Michigan 49660

8. Legally Binding. All of the terms, agreements, covenants, and conditions and obligations contained in this Agreement will be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

9. Complete Agreement. This Agreement together with the Assignment and Assumption Agreement constitute the entire understanding and agreement of the parties and supersedes all prior agreements and understandings between them, whether written or verbal, with respect to the subject matter hereof.

10. Non-Waiver: Modification. No failure by either party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial compensation or other performance by either party during the continuance of any breach will constitute a waiver of a breach of any provision. No oral modification of this Agreement will be binding, and any modification must be in writing and signed by the parties.

11. Construction. Each party acknowledges that both of them participated equally in the drafting of this Agreement and that, accordingly, any rule to the effect that this Agreement is to be construed more strictly against one party than another is not to be applied to the interpretation of this Agreement or any amendments or exhibits to it.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

COUNTY OF MANISTEE

MANISTEE BLACKER AIRPORT
AUTHORITY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

List of Municipal Services Provided by the County to the Authority

Fiscal Services: **Accounting and audit services**
Administrative Staffing: **Secretary**

QUITCLAIM DEED

THE GRANTOR: MANISTEE BLACKER AIRPORT AUTHORITY, a Michigan public airport authority

WHOSE ADDRESS IS: 2323 Airport Rd., Manistee, Michigan 49660

QUITCLAIMS TO THE GRANTEE: COUNTY OF MANISTEE, a Michigan county

WHOSE ADDRESS IS: 415 Third Street, Manistee, Michigan 49660

A right of reverter to the real estate situated in the Township of Manistee, County of Manistee, State of Michigan, more fully described on EXHIBIT A.

for consideration of less than \$100.00.

This conveyance is intended to convey a reversionary interest upon the happening of certain events as fully as if it had been reserved in that certain quitclaim deed from Manistee County as Grantor to Manistee Blacker Airport Authority as Grantee, dated July 17, 2011 and recorded at Liber 0766 Page 0561 Manistee County Records. The conditions under which the property reverts are as follows:

If at any time Grantor, Manistee Blacker Airport Authority, ceases to exist, by dissolution or otherwise, or the property described above ceases to be used as an airport or for airport facilities, all property described above shall revert to the Grantee, County of Manistee; provided, that the creation of non-aeronautical uses shall not effect a reversion so long as the uses are ancillary to a principal airport use.

Subject to easements and restrictions of record.

This transaction is exempt from state and county transfer tax pursuant to MCL 207.526(a) and 207.505(a).

MANISTEE BLACKER AIRPORT AUTHORITY

Dated: April __, 2016

By _____

And

By _____

STATE OF MICHIGAN)
) ss.
COUNTY OF MANISTEE)

The foregoing was acknowledged before me this _____ day of April, 2016, by _____, and _____, on behalf of the Manistee Blacker Airport Authority, who are personally known to me or who have produced their Michigan driver's license as identification.

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

**PREPARED BY AND WHEN RECORDED
RETURN TO:**

Robert A. Buchanan
VARNUM, LLP
Bridgewater Place
333 Bridge Street, N.W.
P.O. Box 352
Grand Rapids, Michigan 49501-0352
(616) 336-6000

EXHIBIT A

Legal Description
Manistee Blacker Airport Authority (Grantor)
Manistee County (Grantee)

Premises situated in the Township of Manistee, Manistee County, Michigan, described as follows:

Parcel 1: Commencing 33 feet North and 661.5 feet West of the southeast Corner of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4); thence North to US 31 South right-of-way line; thence Southerly along said right-of-way line to a point 33 feet North of South Section line; thence East to the place of beginning; Section Twenty-eight (28), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 2: That part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-eight (28), Township Twenty-two (22) North, Range Sixteen (16) West, described as follows: Beginning at the Southeast Corner of said SE 1/4 of SW 1/4; thence West 661.5 feet; thence North to the center of the highway known as US 31; thence Northeasterly along the centerline of said US Highway 31 to the East line of said SE 1/4 of SW 1/4; thence South along the East line of said quarter section to the point of beginning.

Parcel 3: The Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-eight (28), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 4a: The North Half (N 1/2) of the Northeast Quarter (NE 1/4), except the East 233 feet; and the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4), EXCEPT the North 250 feet of the West 661.5 feet; Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 4b: The East 233 feet of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 4c: The North 250 feet of the West 661.5 feet of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 5a: Part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, described as beginning at a point that is 649.91 feet South of the Northwest Corner of said Section 33; thence North 72°55' East 209 feet parallel to the centerline of Highway 31 as the place of beginning; thence South 13°18' East 547.7 feet to a point; thence North 76°42' East 200 feet to a point; thence North 13°18' West 561.5 feet to a point that is 60 feet from the centerline of US 31 Highway; thence in a Southwesterly direction 60 feet from centerline of US 31 Highway 200.63 feet to the place of beginning.

Parcel 5b: Part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, described as commencing at a point North 72°55' East 409.63 feet from the intersection of the Southerly line of Highway US 31 with the West line of said Section 33; thence South 13°18' East 836 feet, more or less, to the South line of said NW 1/4 of NW 1/4 of Section 33; thence East along said South line 733 feet; thence North 1235 feet, more or less, to the Southerly line

of Highway US-31; thence Southwesterly along said highway to the place of beginning, EXCEPT the Westerly 66 feet and EXCEPT the South 300 feet.

Parcel 5c: The East 33 feet of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), except the South 300 feet thereof, Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 6: The North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Northeast Quarter (NE 1/4); the Southwest Quarter (SW 1/4) of Southwest Quarter (SW 1/4) of Northeast Quarter (NE 1/4); the Northeast Quarter (NE 1/4) of Southeast Quarter (SE 1/4) of Northwest Quarter (NW 1/4); the North 660 feet of the West 660 feet of Lot Two (2); Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 7: The North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-four (34), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 8: The North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Thirty-four (34), Township Twenty-two (22) North, Range Sixteen (16) West, EXCEPT commencing at the Northwest Corner, South 99 feet, East 33 feet, North 99 feet, West 33 feet to place of beginning; ALSO EXCEPT commencing 313.5 feet East of Northwest Corner of NW 1/4 for place of beginning; thence South 287.3 feet; thence South 88°40' East 148.5 feet; thence North to North Section line; thence East 99 feet; thence South 285.5 feet; thence South 88°40' East 411 feet; thence South 16 feet; thence South 88°40' East 150 feet; thence North 29.5 feet, more or less; thence East 99 feet; thence North 272 feet to North Section Line; thence West to place of beginning.

Parcel 9: The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-four (34), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 10: The South Half (S 1/2) of the Northeast Quarter (NE 1/4), and the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), Township Twenty-two (22) North, Range Sixteen (16) West, except and reserving right of way 1 rod wide along east side of first description and across the Northeast corner of the second description.

Parcel 11: The South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section Thirty-four (34), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 12: The Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West.

Parcel 13: The Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), Township Twenty-two (22) North, Range Sixteen (16) West.

Property I.D. # 51-07-128-014-00 (Parcel 1); 51-07-128-015-00 (Parcels 2 and 3); 51-07-133-001-00 (Parcel 4); 51-07-133-005-00 (Parcel 5a); 51-07-133-004-00 (Parcel 5b); 51-07-133-007-00 (Parcel 5c); 51-07-133-002-10 (Parcel 6); and 51-07-134-001-00 (Parcels 7 and 8)

Also, those parcels in Section 33, Town 22 North, Range 16 West, Manistee County, Michigan described below that were transferred by the Department of Natural Resources for the State of Michigan by quitclaim deed to the Manistee Blacker Airport Authority and recorded on December 22, 2004 at Liber 933 page 0007 and subject to certain terms, conditions and reservations:

- Parcel 14:** The Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4.
- Parcel 15:** The East 330 feet of the West 990 feet of the North 600 feet of Government Lot 2.
- Parcel 16:** The South 660 feet of the West 660 feet of the North 1,320 feet of Government Lot 2.
- Parcel 17:** The East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4.
- Parcel 18:** The Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4.
- Parcel 19:** The Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4.
- Parcel 20:** The North 1/2 of the Southwest 1/4 of the Northwest 1/4.

Parcel 21: A parcel of land located in the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4, more fully described as follows: Commencing at the North 1/4 corner of said Section 33; thence S 02°47'21" W 1,997.94 feet; thence N 85°07'12" W 654.50 feet to the point of beginning; thence S 02°39'15" W 131.46 feet; thence N 39°25'22" W 183.55 feet; thence S 85°07'12" E 123.09 feet to the point of beginning.

Parcel 22: The South 300 feet and the Westerly 66 feet of the following described parcel: Part of the Northwest 1/4 of the Northwest 1/4 described as beginning N 72° 55' E 409.63 feet from the intersection of the South line of U.S. Interstate Highway 31 and the West Section line; thence S 13° 18' E 836 feet to South line of the Northwest 1/4 of the Northwest 1/4; thence East along said line to the Southeast corner of the Northwest 1/4 of the Northwest 1/4; thence North 1,235 feet, more or less, to the South line of U.S. Interstate Highway 31; thence Southerly along said Highway to the point of beginning.

Also, Avigation Easements over the following described Parcels:

Parcel 23: West 250 feet of North 100 feet of Southeast Quarter (SE 1/4) of Southwest Quarter (SW 1/4) of Northeast Quarter (NE 1/4) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee Township, Manistee County, Michigan. Also, West 300 feet of East 660 feet of North 660 feet of Lot Two (2), Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee Township, Manistee County, Michigan. Also, East 250 feet of Northeast Quarter (NE 1/4) of Northeast Quarter (NE 1/4) of Southwest Quarter (SW 1/4) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee Township, Manistee County, Michigan. Also, South 660 feet of West 660 feet of North 1320 feet of lot Two (2), Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee Township, Manistee County, Michigan, and including timber cutting rights on above described premises.

Parcel 24: Northwest Quarter (NW 1/4) or Southeast Quarter (SE 1/4) of Section Twenty-eight (28), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee County, Michigan.

Parcel 25: Township Twenty-two (22) North, Range Sixteen (16) West, Section Thirty-three (33): The Westerly 66 feet and the Southerly 300 feet of a parcel of land described as beginning 690.5 feet South of Northwest corner of Section Thirty-three (33) at South right-of-

way line of US-31 and North 72°55' East 409.63 feet along South line of said highway for place of beginning; thence South 13°18' East 836 feet to South line of said Northwest Quarter (NW 1/4) of Northwest Quarter (NW 1/4); thence South 88°22' East 733 feet more or less to a point 33 feet West of Southeast corner of said Northwest Quarter (NW 1/4) of Northwest Quarter (NW 1/4); thence North parallel with Eastline of said Northwest Quarter (NW 1/4) of Northwest Quarter (NW 1/4) 1235 feet more or less to Southerly right of way line of US-31; thence Southwesterly along right-of-way line to place of beginning, Manistee County, Michigan.

Parcel 26: Part of the Northwest Quarter (NW 1/4) of Northwest Quarter (NW 1/4) of Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee County, Michigan. Commencing at the Southwest corner of Northwest Quarter (NW 1/4) of Northwest Quarter (NW 1/4) of Section Thirty-three (33); thence North 670.09 feet to South right-of-way line US 31, thence North 72°55' East 209 feet; thence South 13°18' East 547.7 feet; thence North 76°42' East 200 feet; thence South 13°18' East to South line of Northwest Quarter (NW 1/4) of Northwest Quarter (NW 1/4), Section Thirty-three (33); thence West along the 1/8 line to the point of beginning.

Parcel 27: The West 216.50 feet of that part of Northwest Quarter (NW 1/4) of Northwest Quarter (NW 1/4), Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee Township, Manistee County, Michigan, lying North of U S-31 right-of-way.

Parcel 28: The East 90 feet of the West 306.50 feet of that part of Northwest Quarter (NW 1/4) of Northwest Quarter (NW 1/4), Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee Township, Manistee County, Michigan lying North of U.S. 31 right-of-way.

Parcel 29: The East 110 feet of the West 416.50 feet of that part of Northwest Quarter (NW 1/4) of Northwest Quarter (NW 1/4), Section Thirty-three (33), Township Twenty-two (22) North, Range Sixteen (16) West, Manistee Township, Manistee County, Michigan, lying North of US-31 right-of-way.

The above listed avigation easements are described in Liber 222, page 107; Liber 282, page 225; Liber 282, page 22; Liber 282, page 231; Liber 285, page 270; Liber 325, page 860; Liber 363, page 574; Liber 345, page 527, Manistee County Records.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Grantor grants to grantee the right to make all divisions under Section 108 of the Land Division Act, 1967 P.A. 288.

**INTERGOVERNMENTAL AGREEMENT FOR THE SUPPLY OF MUNICIPAL SERVICES
BY THE COUNTY OF MANISTEE TO THE MANISTEE BLACKER AIRPORT
AUTHORITY**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made as of _____ 2016, by and between the County of Manistee of 415 Third Street, Manistee, Michigan 49660 ("County") and the Manistee Blacker Airport Authority of 2323 Airport Rd., Manistee, Michigan 49660, ("Authority").

RECITALS

The County is a Michigan county and member of the Manistee Blacker Airport Authority, owner of the Manistee Blacker Airport (the "Airport") located in Manistee Township, Michigan.

The Authority was created under the Community Airport Authority Act, 1957 P.A. 206, being MCL 259.621, *et. seq.*, with the City and the County as the appointing members. The City later withdrew from the Authority.

The Authority has all the rights and powers granted by Michigan law to a community airport authority to acquire, hold, construct, improve, maintain, operate, own, and lease aviation facilities and to exercise all powers necessary, appurtenant, convenient, or incidental to the carrying out of the powers.

The County and the Authority seek approval and recognition by the Federal Aviation Administration to act as co-sponsors for purposes of the receipt of federal funds, including the obligation to comply with the responsibilities imposed under the FAA Sponsor's Assurances in connection with the Grant Agreements.

In order to assure that the Airport will have all of the operational support it needs from the County to carry out the requirements of its federal obligations, the parties wish to enter into this Agreement for the provision of necessary municipal services under the authority of the Intergovernmental Contracts Between Municipal Corporations Act, 1951 P.A. 35, MCL 124.1 *et. seq.*, as amended.

AGREEMENT

Accordingly, the parties agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated into this Agreement.
2. Term. This agreement begins on the effective date written above and will continue for an initial term of five years, then for two successive five year terms, and then, thereafter, for successive two year terms; provided that, either party has the right to terminate this agreement at the end of any term by giving to the other party written notice at least one year prior to the expiration of the term.

3. Provision of Services. The County shall upon request of the Authority perform such services that it is capable of performing for the Authority. If compensation is required for those services, the Authority shall pay not more than the actual direct and indirect costs in employee time and materials used in the same manner that the performing department charges other County departments. County understands that Federal Aviation Administration grant assurances prohibit the Authority from paying more for services received than their reasonable cost. Where a County department performs services for the Authority that it also performs for another County department, the County understands that it may not charge the Authority more than it charges for the same services between departments and that all costs must be allocated in accordance with 2 C.F.R Part 200, which is incorporated in this Agreement.

4. Services Currently Provided. Attached as Exhibit A is a list of the County services currently provided to the Authority on the date of this Agreement and which the parties intend to continue. Services may be started or stopped as the parties may agree.

5. Duty to Cooperate. Each party shall cooperate in good faith with the other to implement the terms and intent of this Agreement.

6. No Third Party Beneficiaries. The intention of the parties is to not create any rights in or provide any remedies to any person not a party to this agreement.

7. Notice. Any notice herein required or permitted to be given will be deemed given if and when mailed in a sealed envelope by United States certified mail, return receipt requested, postage prepaid, properly addressed as follows or such other address as specified by notice to the other party in accordance with the provisions of this section:

To the County:
Office of the Administrator
County of Manistee
415 Third Street
Manistee, Michigan 49660

To the Authority:
Airport Director
Manistee Blacker Airport Authority
2323 Airport Rd.
Manistee, Michigan 49660

8. Legally Binding. All of the terms, agreements, covenants, and conditions and obligations contained in this Agreement will be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

9. Complete Agreement. This Agreement together with the Assignment and Assumption Agreement constitute the entire understanding and agreement of the parties and supersedes all prior agreements and understandings between them, whether written or verbal, with respect to the subject matter hereof.

10. Non-Waiver; Modification. No failure by either party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial compensation or other performance by either party during the continuance of any breach will constitute a waiver of a breach of any provision. No oral modification of this Agreement will be binding, and any modification must be in writing and signed by the parties.

11. Construction. Each party acknowledges that both of them participated equally in the drafting of this Agreement and that, accordingly, any rule to the effect that this Agreement is to be construed more strictly against one party than another is not to be applied to the interpretation of this Agreement or any amendments or exhibits to it.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

COUNTY OF MANISTEE

MANISTEE BLACKER AIRPORT
AUTHORITY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

List of Municipal Services Provided by the County to the Authority

Fiscal Services: **Accounting and audit services**

Administrative Staffing: **Secretary**

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CHAIRPERSON
Jeffrey Doniz
VICE-CHAIRPERSON
Brook Shafer

Mark Bergstrom
Karen Goodman
Ken Hilliard
Alan Marshall
Richard Schmidt

Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

CLERK
Jill Nowak
(231) 723-3331
CONTROLLER/ADMINISTRATOR
Thomas Kaminski
(231) 398-3504

RESOLUTION #2016-14

MANISTEE COUNTY BOARD OF COMMISSIONERS RESOLUTION APPROVING THE ASSIGNMENT AND ASSUMPTION AGREEMENT WITH THE MANISTEE BLACKER AIRPORT AUTHORITY TO CO-SPONSOR GRANTS AND OBLIGATIONS WITH THE FEDERAL AND STATE GOVERNMENTS

At a regular meeting of the Manistee county Board of Commissioners held in the Manistee County Courthouse & Government Center, 415 Third Street, Manistee, Michigan, on the 17th day of May, 2016.

PRESENT:

ABSENT:

The following resolution was offered by

WHEREAS, the Manistee Blacker Airport Authority (Authority) was created by the County of Manistee (County) and the City of Manistee (City) under the Community Airport Authority Act, MCL 259.621 *et seq.*, by lawful actions of their respective governing bodies, and Articles of Incorporation were filed with the Michigan Secretary of State on March 13, 1991; and

WHEREAS, on May 6, 1997, the Manistee City Council voted unanimously in Item 97-69 to transfer its interest to the County; and

WHEREAS, on May 6, 1997, as revised on December 18, 1997, the City and County entered into a transfer Agreement by which the City withdrew from membership in the Authority and, by quitclaim deed to the County, divested itself of any ownership of Airport property; and

WHEREAS, the Federal Aviation Administration never formally approved the Authority as sole Airport Sponsor or the release of the City from federal obligations and has suspended grants to the airport pending agreement of the County and the Authority to co-sponsorship and assumption of all prior and future obligations to the federal government; and

WHEREAS, the Manistee Blacker Airport Authority adopted a Resolution on March 21, 2016 approving and ratifying the withdrawal of the City of Manistee from the Authority; and

WHEREAS, in order to implement the assignment and assumption of all obligations, it is necessary to enter into an Assignment and Assumption Agreement as well as an Intergovernmental Agreement for the Supply of Municipal Services from the County to the Authority:

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Assignment and Assumption Agreement and the Intergovernmental Agreement for the Supply of Municipal Services from the County to the Manistee Blacker Airport Authority are hereby approved and the Chair is authorized to sign.

All actions taken in reliance upon the Transfer Agreement with the City, actions of the City of Manistee and actions of the County of Manistee in pursuance of the affairs of the Authority are hereby ratified.

All resolutions or parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

STATE OF MICHIGAN)
)ss.
COUNTY OF MANISTEE)

I, Jill M. Nowak, County Clerk, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Manistee County Board of Commissioners at a regular meeting held on the 17th, day of May, 2016 by the following vote:

YEAS:

NAYS:

NOT VOTING:

I further certify that the forgoing Resolution is a true, correct and complete transcript of the original of said Resolution appearing on file and of record in my office. I further certify that the meeting was held and the minutes therefore were filed in compliance with Act No. 267 of the Public Acts of 1976.

B-53

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the
County of Manistee this 17th, day of May, 2016.

CLERK OF THE COUNTY COMMISSION
MANISTEE COUNTY, MICHIGAN

Jill M. Nowak, County Clerk

Js: office/resolutions/2016_14_Airport Authority

B-54

Bridgewater Place • Post Office Box 352
Grand Rapids, Michigan 49501-0352
Telephone 616 / 336-6000 • Fax 616 / 336-7000 • www.varnumlaw.com

Robert A. Buchanan

Direct: 616 / 336-6231
rabuchanan@varnumlaw.com

February 29, 2016

John Mayfield
Manager
Detroit Airports District Office, DET-ADO-600
Federal Aviation Administration
11677 South Wayne Road, Suite 107
Romulus, MI 48174

Re: Application for Joint Sponsorship between the Manistee Blacker Airport Authority and the County of Manistee Michigan (MBL)

Dear Mr. Mayfield:

We are Special Counsel to the Manistee Blacker Airport Authority (the "Authority"), a public body corporate created under Michigan law in connection with an application for Joint Sponsorship between the Authority and Manistee County, Michigan (the "County"). We have been asked to express an opinion regarding the legality of the creation of the Authority as well as the Authority's and County's abilities to serve as co-sponsors for FAA purposes.

Our opinion is based upon an examination of the following documents:

(a) The Community Airport Authority Act, 1957 P.A. 206, being MCL 259.621 *et. seq.*;

(b) Resolution of the City of Manistee (the "City") approving the creation of the Authority and of the City's membership in the Authority dated July 2, 1990;

(c) Resolution of the County approving the creation of the Authority and of the County's membership in the Authority dated July 17, 1990;

(d) Articles of Incorporation filed with the Michigan Secretary of State on March 13, 1991;

(e) Transfer Agreement between the City and the County dated May 6, 1997 and amended on December 18, 1997 whereby the City withdrew from membership in the Authority and agreed to transfer its right, title and interest in Airport property to the County;

(f) City Resolution 97-69 dated May 6, 1997 whereby the City Council approved the Transfer Agreement by unanimous vote;

John Mayfield
February 29, 2016
Page 2

(g) Quitclaim Deed from the City to the County of all the City's right, title and interest in Airport property of the Authority dated May 6, 1997;

(h) Authority Resolution approving and ratifying the withdrawal of the City from the Authority dated March 21, 2016;

(i) Quitclaim Deed from the County to the Authority of all the County's right, title and interest in Airport property dated July 19, 2001;

(j) Assignment and Assumption Agreement from the County to the Authority dated _____, 2016 in which the County confirms transfer of all Airport property, grants, obligations, airport facilities and personal property and Airport revenue, and authorizing the County and the Authority to act as Joint Sponsors for purposes of the FAA.;

(k) Services Agreement between the County and the Authority dated _____, 2016 setting out the Authority's option to purchase services at fair value according to a cost allocation plan;

(l) Quitclaim Deed from the Authority to the County dated _____, 2016 granting to the County a reversionary right to Airport property in the event the Authority is dissolved or the land is no longer used for Airport purposes.

We have also examined such other documents, statements, certificates and records, and made such further inquiry and investigation as we deemed necessary and appropriate as a basis for the opinions expressed in this letter.

Based upon the foregoing and subject only to any limitations set forth in this letter, it is our opinion that:

1. The Community Airport Authority Act is a general enabling act authorizing municipalities to create regional airport authorities and to convey title to or enter into a lease of the real property and the airport facilities comprising the airport to such regional airport authority. An authority created by the Community Airport Authority Act has broad powers to, among other things, acquire aeronautical facilities, incur debt, enter into leases and agreements, exercise the power of eminent domain, collect fees and charges, adopt by ordinance or resolution rules and regulations governing the use of the airport facilities, and enter into assurances for the receipt of federal funds.

2. The Manistee Blacker Airport Authority was duly created through the adoption of Articles of Incorporation by Resolution of the City Council of the City of Manistee on July 2, 1990 and on July 17, 1990 by the Manistee County Board of Commissioners at public meetings duly noticed and held in accordance with Michigan law. The Articles of Incorporation were filed with the Michigan Secretary of State on March 13, 1991.

3. The Authority is a political subdivision of the state of Michigan, duly organized and existing under the laws of the state of Michigan, with full power and authority, among other things, to operate and regulate the Airport and to plan, promote, extend, maintain, acquire,

purchase, construct, install, improve, repair, enlarge, and operate all airports and airport facilities under the operational jurisdiction of or owned by the Authority.

4. The Authority and the County are both empowered by Michigan law to act as sponsors and submit requests for, accept, and be responsible to perform all of the assurances associated with accepting grants from the FAA or another agency of the United States or of the state of Michigan with respect to the airport under the operational jurisdiction of the Authority, and to perform the duties and responsibilities previously assumed by the acceptance of grants from the FAA or another agency of the United States or the state of Michigan.

5. The County and the Authority have entered into a Services Agreement whereby the County will provide and the Authority will pay for services of County departments. The Authority will pay the County's actual cost for such services as relates solely to the operation of the Airport and as determined in accordance with 2 C.F.R. Part 225, Cost Principles for State, Local, and Indian Tribal Governments.

6. The County and the Authority have entered into an Assignment and Assumption Agreement whereby the County has assigned to the Authority and the Authority has assumed all of the County's obligations to and under all Grant Agreements and Passenger Facility Charges Records of Decision ("PFC's") attached to and identified in the Assignment.

7. The creation of the Authority and the transfer of the Airport to the Authority are lawful and enforceable under the Regional Airport Authority Act and Title 49, United States Code, as amended.

8. The Authority is empowered by the Community Airport Authority Act to enter into the Assignment and Assumption Agreement in order to assume the related Grant Agreements and PFC's and the Authority has taken all requisite legal action to approve the Agreement. The Assignment and Assumption Agreement is lawful and binding upon the Authority. And the County as joint sponsors.

9. The Authority is legally able to assume and carry out the certifications, representations, warranties, assurances, covenants and other federal obligations required of a sponsor and contained in the Airport Improvement Program ("AIP") project applications and grant agreements.

10. The reversionary interest in the City reserved in the City's Resolution dated July 2, 1990 creating the Authority was merged and extinguished by operation of law by the City's quitclaim deed to the County dated November 18, 1997 and said reversionary interest is no longer in force or effect.

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John Mayfield
February 29, 2016
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This opinion is solely for your benefit in connection with the transfer of the Airport and may not be used for any other purpose or relied upon by any other person or entity without our prior written consent.

Very truly yours,

VARNUM

Robert A. Buchanan

RAB/cmb

MANISTEE COUNTY BLACKER AIRPORT

APRIL 2016 ACCOUNTS PAYABLE

CHECK #	VENDOR NAME	AMOUNT
	BARRY LIND	\$ 3,500.00
	CONSUMERS ENERGY	\$ 1,332.44
	A T & T	\$ 26.77
	MICHCON (DTE ENERGY)	\$ 507.20
	MIKA MEYERS BECKETT & JONES	\$ 666.50
	VARNUM LLP	\$ 4,517.80
	ACE HARDWARE	\$ 301.21
	JUS-GREEN	\$ 350.00
	CUSTOM SHEET METAL	\$ 494.95
	GRAND RENTAL STATION	\$ 64.29
	DIRECT TV	\$ 46.76
	WEST COAST FARM SERVICE	\$ 399.00
	PIPER MCCREDIE AGENCY	\$ -
	FORBES SANITATION	\$ 180.00
	JACKPINE	\$ 19.95
	ORCHARD BEACH AVIATION	\$ 300.64
	NAPA AUTO PARTS	\$ 329.40
	PRIMARY AIRPORT SERVICES	\$ 202.80
	TOTAL	\$ 13,239.71
	ADVERTISING INVOICES	
	HERITAGE BROADCASTING (9&10 NEWS)	\$ -
	MACDONALD GARBER BROADCASTING (97.6 THE BULL)	\$ -
	RIGHTSIDE DESIGN, LLC	\$ 5,096.83
	AMOR SIGN STUDIOS	\$ -
	MIDWESTERN BROADCASTING (WTCM RADIO)	\$ -
	ORCHARD BEACH AVIATION	\$ 1,138.14
	TOTAL	\$ 6,234.97
	ORCHARD BEACH AVIATION	\$ 19,302.00
	REGULAR HOURS 300 @ 16.50	4,950.00
	MAINTENANCE HOURS 128 @ 16.50	2,112.00
	PART 139 LABOR	12,200.00
	INTERNET	40.00
	GRAND TOTAL	\$ 38,776.68

MANISTEE COUNTY BLACKER AIRPORT

APRIL 2016 REVENUE & EXPENSES				BUDGET REMAINING		42%
INCOME:	PREVIOUS MONTH	CURRENT MONTH	YEAR-TO DATE	ANNUAL BUDGET	BALANCE \$	%
FEDERAL GRANT - AEAS	\$142,461.00	\$ 141,022.00	\$ 1,172,781.00	\$2,328,104.00	\$1,155,323.00	50%
HANGER RENTAL	\$ 2,096.79	\$ 1,900.00	\$ 16,956.79	\$ 31,000.00	\$ 14,043.21	45%
LANDING FEES - PUBLIC CHARTERS	\$ 18,382.10	\$ 18,382.10	\$ 128,674.70	\$ 220,585.00	\$ 91,910.30	42%
LANDING FEES - GENERAL AVIATION	\$ 36.00	\$ 36.00	\$ 207.00	\$ 750.00	\$ 543.00	72%
AUTO RENTAL SPACE	\$ -	\$ -	\$ 268.60	\$ 6,000.00	\$ 5,731.40	96%
OFFICE RENT	\$ 1,065.00	\$ 1,065.00	\$ 7,455.00	\$ 13,500.00	\$ 6,045.00	45%
COUNTY OF MANISTEE	\$ 9,583.00	\$ 9,583.00	\$ 67,081.00	\$ 115,000.00	\$ 47,919.00	42%
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	\$ 958.50	\$ -	\$ 14,931.00	\$ 22,500.00	\$ 7,569.00	34%
FUEL SALES	\$ 515.76	\$ 574.94	\$ 3,372.05	\$ 11,000.00	\$ 7,627.95	69%
SIGN LEASE	\$ -	\$ 2,700.00	\$ 2,700.00	\$ 4,000.00	\$ 1,300.00	33%
MISCELLANEOUS	\$ -	\$ 11,806.56	\$ 12,127.92	\$ 6,000.00	\$ (6,127.92)	-102%
TOTAL INCOME	\$185,098.15	\$ 187,069.60	\$ 1,436,555.06	\$ 2,778,439.00	\$ 1,341,883.94	48%
EXPENSES:						
AEAS CONTRACT-PUBLIC CHARTER:	\$142,461.00	\$ 141,022.00	\$ 1,172,781.00	\$2,328,104.00	\$1,155,323.00	50%
PERSONNEL - MANAGEMENT	\$ 3,500.00	\$ 3,500.00	\$ 24,500.00	\$ 42,000.00	\$ 17,500.00	42%
PERSONNEL - OP & MAINT	\$ 19,072.25	\$ 19,262.00	\$ 133,027.25	\$ 240,000.00	\$ 106,972.75	45%
DUES & FEES	\$ 725.00	\$ -	\$ 725.00	\$ 1,000.00	\$ 275.00	28%
SUPPLIES	\$ -	\$ 320.59	\$ 1,310.04	\$ 2,000.00	\$ 689.96	34%
UTILITIES	\$ 4,689.68	\$ 1,926.40	\$ 18,964.09	\$ 29,000.00	\$ 10,035.91	35%
FUEL	\$ -	\$ -	\$ 3,436.87	\$ 9,000.00	\$ 5,563.13	62%
REPAIRS & MAINTENANCE	\$ 1,015.70	\$ 2,118.85	\$ 25,343.59	\$ 17,000.00	\$ (8,343.59)	-49%
CONTRACTED SERVICES	\$ -	\$ 202.80	\$ 606.15	\$ 1,200.00	\$ 593.85	49%
LEGAL	\$ 3,569.50	\$ 5,184.30	\$ 13,226.60	\$ 6,000.00	\$ (7,226.60)	-120%
AUDIT	\$ 3,250.00	\$ -	\$ 3,250.00	\$ 3,100.00	\$ (150.00)	-5%
ADVERTISING	\$ 2,264.35	\$ 6,234.97	\$ 22,409.68	\$ 40,000.00	\$ 17,590.32	44%
TELEPHONE	\$ 26.80	\$ 26.77	\$ 180.32	\$ 500.00	\$ 319.68	64%
TRAVEL	\$ -	\$ -	\$ 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	\$ 127.05	\$ -	\$ 946.05	\$ 8,535.00	\$ 7,588.95	89%
BOOKKEEPING	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	100%
PFC EXPENSES	\$ -	\$ -	\$ 14,089.05	\$ 22,500.00	\$ 8,410.95	37%
MISCELLANEOUS	\$ -	\$ -	\$ 327.21	\$ 1,000.00	\$ 672.79	67%
	\$180,701.33	\$ 179,798.68	\$ 1,455,283.50	\$ 2,778,439.00	\$ 1,323,155.50	48%
EXCESS REVENUE OVER/(UNDER) EXPENDITURES	\$ 7,270.92		\$ (18,728.44)			
BALANCE ON HAND - AIRPORT FUND						
BEGINNING BALANCE 04/01/2016	\$ (11,991.59)					
APRIL RECEIPTS	\$ 289,117.71					
MARCH DISBURSEMENTS	\$ (180,701.33)					
	\$ 96,424.79					

MANISTEE COUNTY BLACKER AIRPORT

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APRIL 2016 BALANCE SHEET

ASSETS	4/30/2016	3/31/2016
CASH	\$ 96,424.79	\$ (11,991.59)
CASH - PFC ACCOUNT	\$ 70,442.15	\$ 70,442.15
ACCOUNTS RECEIVABLE		
PUBLIC CHARTERS	\$ -	\$ 101,910.50
ADVERTISING GRANT	\$ 50,000.00	\$ 50,000.00
STATE GRANT	\$ -	\$ -
MISC.	\$ 1,150.94	\$ 1,288.55
TOTAL ASSETS	\$ 218,017.88	\$ 211,649.61

LIABILITIES	4/30/2016	3/31/2016
ACCOUNTS PAYABLE - TRADE	\$ 179,798.68	\$ 180,701.33
ACCOUNTS PAYABLE - COUNTY	\$ -	\$ -
PREPAID HANGER RENT	\$ -	\$ -

TOTAL LIABILITIES	\$ 179,798.68	\$ 180,701.33
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FUND BALANCE	\$ 33,693.30	\$ 26,422.38
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TOTAL LIABILITIES AND FUND BALANCE	\$ 213,491.98	\$ 207,123.71
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PASSENGER FACILITY CHARGES COLLECTED THROUGH 04//30/2016	\$ 140,060.79
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	\$ 70,442.15

AUTO RENTAL REVENUE BY COMPANY THROUGH 04/30/2016

MOWERY LEASING & RENTAL	\$ 268.60
GWK AGENCY	\$ -
TOTAL	\$ 268.60

ORCHARD BEACH AVIATION

April 2016

RENT

OFFICE	\$340.00	
HANGER	\$200.00	
FUEL	\$574.94	
T-SHIRT SALES	\$0.00	(0 @ \$12)
LANDING FEES		
TWIN	\$0.00	(0 @ \$9)
JET	\$36.00	(2 @ \$18)
DAILY HANGERS	\$0.00	(0 @ \$25)
TOTAL	\$1150.94	

FUEL SALES APRIL 2016

100LL 655.2 Gal

JET 3951.6 Gal

TOTAL 4606.8 Gal

General 1380.8 Gal @ .15 = \$207.12

PublicCharters 1000.0 Gal @ .15 = \$150.00

PublicCharters 1812.6 Gal @ .08 = \$145.01

PublicCharters 0.0 Gal @ .02 = \$0.00

Orchard Beach 413.4 Gal @ .15 = \$62.01

Orchard Beach 0.0 Gal @ .08 = \$0.00

DIESEL FUEL 5.4 Gal @ \$2.00 = \$10.80

June Travel as of 5/8/16

Best Fares

	MBL	TVC	GRR	MKG
Atlanta (ATL)	337 WN	302 UA	184 WN	179 UA
Boston (BOS)	341 WN	247 UA	194 WN	189 UA
Chicago (MDW or ORD)	149 P1	267 DL	144 WN	334 UA
Dallas (DFW)	357 WN	407 AA	204 DL	464 UA
Denver (DEN)	430 DL	416 AA	268 UA/DL	357 UA
Houston (HOU)	369 DL	413 UA/DL	278 DL	350 UA
Kansas City (MCI)	313 DL	361 UA	332 DL	331 UA
Las Vegas (LAS)	553 WN	374 AA	370 DL	395 UA
Los Angeles (LAX)	533 DL	411 AA	426 DL	502 UA
Minneapolis (MSP)	319 DL	302 UA	244 WN	295 UA
New York Area (NYC)	388 WN	360 UA	264 WN	302 UA
Orlando (MCO)	411 WN	270 DL/UA	202 WN	275 UA
Philadelphia (PHL)	348 DL	278 UA	321 AA	363 UA
Phoenix (PHX)	523 WN	366 AA	363 AA/DL	488 UA
Portland (PDX)	663 WN	467 AA	517 WN	469 UA
San Diego (SAN)	613 WN	436 AA	428 WN	423 UA
San Francisco (SFO)	557 DL	389 AA	422 DL	528 UA
Seattle (SEA)	508 WN	437 AA	408 AA	445 UA
St Louis (STL)	351 WN	269 UA	217 UA/DL	239 UA
Washington DC Area (WA)	339 DL	275 UA	202 WN	275 UA

Average Fare	\$420.10	\$352.35	\$299.40	\$360.05
Change from last month	\$42.55	\$16.25	\$1.30	-\$10.15
Change from two months	\$59.00	\$23.15	\$14.85	\$7.25

Fares Pulled 5/8/16 for travel 6/7/16 - 6/14/16

Best Fares +7 days parking

	MBL	TVC	GRR	MKG
Atlanta (ATL)	337 WN	342 UA	238 WN	214 UA
Boston (BOS)	341 WN	287 UA	248 WN	224 UA
Chicago (MDW or ORD)	149 P1	307 DL	198 WN	369 UA
Dallas (DFW)	357 WN	447 AA	258 DL	499 UA
Denver (DEN)	430 DL	456 AA	322 UA/DL	392 UA
Houston (HOU)	369 DL	453 UA/DL	332 DL	385 UA
Kansas City (MCI)	313 DL	401 UA	386 DL	366 UA
Las Vegas (LAS)	553 WN	414 AA	424 DL	430 UA
Los Angeles (LAX)	533 DL	451 AA	480 DL	537 UA
Minneapolis (MSP)	319 DL	342 UA	298 WN	330 UA
New York Area (NYC)	388 WN	400 UA	318 WN	337 UA
Orlando (MCO)	411 WN	310 DL/UA	256 WN	310 UA
Philadelphia (PHL)	348 DL	318 UA	375 AA	398 UA
Phoenix (PHX)	523 WN	406 AA	417 AA/DL	523 UA
Portland (PDX)	663 WN	507 AA	571 WN	504 UA
San Diego (SAN)	613 WN	476 AA	482 WN	458 UA
San Francisco (SFO)	557 DL	429 AA	476 DL	561 UA
Seattle (SEA)	508 WN	477 AA	462 AA	480 UA
St Louis (STL)	351 WN	309 UA	271 UA/DL	274 UA
Washington DC Area (WA)	339 DL	315 UA	256 WN	310 UA

Average Fare	\$420.10	\$392.35	\$353.40	\$395.05
Change from last month	\$42.55	\$16.25	\$1.30	-\$10.15
Change from two months	\$59.00	\$23.15	\$14.85	\$7.25

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

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 488/388	1193	0/0	0	158/158	316	194/218	412	240/254	494	258/254	512
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		1847

Ontime Performance

	2011		2012		2013		2014		2015		2016	
	Cancel/Delay	Ontime										
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%	0%/13%	87%
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%		

APPENDIX G