

MINUTES

Monday, August 15, 2016
10:00 A.M.

Manistee County Blacker Airport
Conference Room

Members Present: Brook Shafer, Vice-Chair; Mark Bergstrom (arrived at 10:08 a.m.); Gerry Haw; Doug Bell; Alan Marshall; and Dale Picardat

Members Absent: Paul Schulert, Chair

Others Present: Barry Lind, Airport Director; Dylan Savela, Manistee News Advocate; and Julie Schmeling, Airport Authority Secretary

Brook Shafer, Vice-Chair, called the meeting to order at 10:00 A.M. Roll was taken by the Secretary.

There was a motion by Mr. Bell, supported by Mr. Bergstrom, to approve the meeting agenda. 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, July 15, 2016. Mr. Picardat noted that on page 2 it said "Yeas: 6" when the Board was approving the tentative budget for FY 2016/17 on the roll call vote. There were actually 7 yeas.

There was a motion by Mr. Bergstrom, supported by Mr. Haw, to approve the Airport Authority regular meeting minutes, of Monday, July 15, 2016, as amended. Motion carried by unanimous vote.

The Authority next reviewed the July 2016 Accounts Payable Report (APPENDIX A). Mr. Pomeroy reported that the bills paid to Sparling were for the annual maintenance on the fuel pumps. The bill for northern Pump Service was to bring the pumps to compliance, which the money came out of the Capital Improvement fund. Mr. Marshall asked if Right Side Design could come in and give an annual report, Mr. Lind will set this up and try to schedule for the October meeting when they will also have a new marketing plan to present.

There was a motion by Mr. Bergstrom, supported by Mr. Bell, to approve the July 2016 Accounts Payable Report and authorize payment of the outstanding invoices totaling \$33,790.94.

A roll call vote was taken:

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

Nays: 0

Absent: 1 (Schulert)

Motion carried

The Authority also reviewed the July 2016 Financial Statement (APPENDIX B), which includes a Balance Sheet, a Statement of Revenue and Expenses, and a running account of the Passenger Facility Charges collected. Mr. Pomeroy reported that the revenues were mostly reoccurring with nothing outstanding at this time. The expenses exceeded the revenues by \$440.90, but are still ahead for the year by \$5,574.90. On the balance sheet Public Charters owes \$55,146.30, the bill has been sent so the money should be coming in shortly.

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

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

There was discussion on the advertising grant that is funded by the Federal Government. \$75,000 had to be spent in advance and \$50,000 will be reimbursed (50% match). This grant ended in FY 2012, and payment has still not been received. Mr. Pomeroy reported that he had sent all the information on hard copy to the Federal Government and was then told that it had to be submitted electronically. Mr. Pomeroy sent the information electronically, as requested, and last November/December was told that there was a glitch in the computer system and all the information was lost and he had to resend it again. Mr. Pomeroy is going to send the information in again and ask for confirmation that it was received.

The Executive Committee did not meet.

The Budget Committee did not meet.

The Bylaws Committee did not meet.

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 July 2016 (APPENDIX D). Mr. Lind presented information on airplane passenger numbers for 2016 as well as the previous five years (APPENDIX E).

Mr. Lind reported on the FAA grant/sponsor agreements that everything has been submitted including the updated property description.

The Hangar Expansion/Door Repair pre-bid meeting is scheduled for 1:00 PM August 25, 2016 with bids being due on September 2, 2016. The T-Hangar Roof Painting and T-Hangar Floors projects are on the same schedule as the Hangar Expansion. The FAA Safety work has a confirmed start date of August 29,

2016, which will take approximately three weeks and will require some runway closures. The closures are expected to work around the airline schedule.

Air service for the month of July was flat to slightly up compared to the year prior. August does look similar to July and September advanced sales are good. Fall/Winter sales are scheduled through mid-November at this time while issues are being worked out between Corporate Flight Management and Public Charters to continue service beyond that time. Mr. Lind stated that this is not uncommon for this to happen.

Peak Season for marketing is completed. The FY 2017 marketing plan is being worked on. Advertising with Facebook and Google continues.

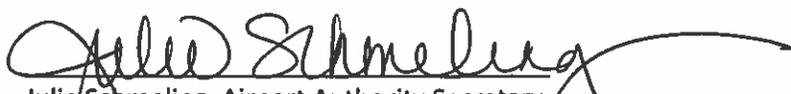
The Board previously approved the agreement with the tribe regarding the tree clearing, and after approval, the tribal attorney requested a change in the agreement. (APPENDIX F) One change made and modified to the agreement was the address, as the address listed on page 1 was the tribal office address on River Street, and that was changed to the Government Center address of 2608 Government Center Drive, Manistee, MI 49660. Another change was that in the statement in 4a on page 2, when the wood is cut, it needs to be stacked on tribal land as opposed to neighboring land. Another change is in 7a, page 2-3 which should read "This Agreement shall take effect as of the Effective Date and shall continue unless terminated by a written request of one of the parties. Termination would be effective ninety (90) days after written notice of the intent to terminate is received by the non-terminating party." Page 3, letter g was added "No Waiver of Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of sovereign immunity of the Tribe."

There was a motion by Mr. Bergstrom, supported by Mr. Shafer, to accept the amended agreement as presented in APPENDIX H. Motion carried by unanimous vote.

Mr. Saylor will be approaching Mr. St Dennis from Coho Bend Campground regarding the billboard. Mr. St Dennis should be signing the agreement as presented or he will have to take down the sign. The previous discussion on the drones is on hold at this time. Forbes will be in this week and Fisher will come once a permit is issued for the septic/sewer hookup. Phillips 66 is now the brand of fuel offered at the Airport and Amor is working on a new sign. The parking lot was recently restriped on the front parking lot.

There being no further business to come before the Authority, the meeting was adjourned at 11:28 A.M.

Respectfully Submitted,


Julie Schmeling, Airport Authority Secretary

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[js h:\airport authority\minutes\airport authority 081516]

APPENDIX A

MANISTEE COUNTY BLACKER AIRPORT

JULY 2016 ACCOUNTS PAYABLE

CHECK #	VENDOR NAME	AMOUNT
	BARRY LIND	\$ 3,500.00
	CONSUMERS ENERGY	\$ 1,334.17
	A T & T	\$ 29.83
	MICHCON (DTE ENERGY)	\$ 65.06
	MIKA MEYERS BECKETT & JONES	\$ -
	VARNUM LLP	\$ 723.40
	ACE HARDWARE	\$ 75.96
	BLARNEY CASTLE	\$ -
	SPARLING CORP.	\$ 1,941.05
	NORTHERN PUMP SERVICE	\$ 1,979.00
	PIPER MCCREDIE AGENCY	\$ -
	BLUE GLOBES, LLC	\$ 358.46
	GALAXY ELECTRIC, INC	\$ 297.00
	ORCHARD BEACH AVIATION	\$ 498.69
	NAPA AUTO PARTS	\$ -
	PRIMARY AIRPORT SERVICES	\$ -
	TOTAL	\$ 10,802.62
	ADVERTISING INVOICES	
	HERITAGE BROADCASTING (9&10 NEWS)	\$ -
	MACDONALD GARBER BROADCASTING (97.6 THE BULL)	\$ -
	RIGHTSIDE DESIGN, LLC	\$ 1,629.83
	BENZIE COUNTY CHAMBER OF COMMERCE	\$ -
	CADILLAC AREA CHAMBER OF COMMERCE	\$ -
	ORCHARD BEACH AVIATION	\$ 1,510.00
	TOTAL	\$ 3,139.83
	ORCHARD BEACH AVIATION	\$ 19,848.49
	REGULAR HOURS 372 @ 16.50	6,138.00
	MAINTENANCE HOURS 87 @ 16.50	1,435.50
	PART 139 LABOR	12,200.00
	INTERNET	50.00
	TV SERVICE	24.99
	GRAND TOTAL	\$ 33,790.94

APPENDIX B

MANISTEE COUNTY BLACKER AIRPORT

JULY 2016 REVENUE & EXPENSES				BUDGET	REMAINING	17%
INCOME:	PREVIOUS MONTH	CURRENT MONTH	YEAR-TO DATE	ANNUAL BUDGET	BALANCE \$	%
FEDERAL GRANT - AEAS	\$178,436.00	\$ 219,972.00	\$ 1,720,845.00	\$2,328,104.00	\$ 607,259.00	26%
HANGER RENTAL	\$ 1,893.58	\$ 1,925.00	\$ 22,675.37	\$ 31,000.00	\$ 8,324.63	27%
LANDING FEES - PUBLIC CHARTERS	\$ 18,382.10	\$ 18,382.10	\$ 183,821.00	\$ 220,585.00	\$ 36,764.00	17%
LANDING FEES - GENERAL AVIATION	\$ 117.00	\$ 414.00	\$ 936.00	\$ 750.00	\$ (186.00)	-25%
AUTO RENTAL SPACE	\$ -	\$ -	\$ 268.60	\$ 6,000.00	\$ 5,731.40	96%
OFFICE RENT	\$ 1,065.00	\$ 1,065.00	\$ 10,650.00	\$ 13,500.00	\$ 2,850.00	21%
COUNTY OF MANISTEE	\$ 9,583.00	\$ 9,583.00	\$ 95,830.00	\$ 115,000.00	\$ 19,170.00	17%
STATE REIMB-MARKETING	\$ -	\$ -	\$ 11,422.26	\$ 20,000.00	\$ 8,577.74	43%
MARKETING - PUBLIC CHARTERS	\$ -	\$ -	\$ 10,000.00	\$ -	\$ (10,000.00)	0%
PASSENGER FACILITY CHARGES	\$ 1,417.50	\$ -	\$ 17,473.50	\$ 22,500.00	\$ 5,026.50	22%
FUEL SALES	\$ 1,593.18	\$ 1,903.95	\$ 7,644.46	\$ 11,000.00	\$ 3,355.54	31%
SIGN LEASE	\$ -	\$ -	\$ 3,600.00	\$ 4,000.00	\$ 400.00	10%
MISCELLANEOUS	\$ 12.00	\$ 24.00	\$ 16,599.92	\$ 6,000.00	\$ (10,599.92)	-177%
TOTAL INCOME	\$212,499.36	\$ 253,269.05	\$ 2,101,766.11	\$2,778,439.00	\$ 676,672.89	24%
EXPENSES:						
AEAS CONTRACT-PUBLIC CHARTER:	\$178,436.00	\$ 219,972.00	\$ 1,720,845.00	\$2,328,104.00	\$ 607,259.00	26%
PERSONNEL - MANAGEMENT	\$ 3,500.00	\$ 3,500.00	\$ 35,000.00	\$ 42,000.00	\$ 7,000.00	17%
PERSONNEL - OP & MAINT	\$ 20,549.00	\$ 19,773.50	\$ 193,040.75	\$ 240,000.00	\$ 46,959.25	20%
DUES & FEES	\$ -	\$ -	\$ 725.00	\$ 1,000.00	\$ 275.00	28%
SUPPLIES	\$ 328.55	\$ 498.69	\$ 2,274.74	\$ 2,000.00	\$ (274.74)	-14%
UTILITIES	\$ 1,377.19	\$ 1,421.23	\$ 23,204.82	\$ 29,000.00	\$ 5,795.18	20%
FUEL	\$ 942.30	\$ -	\$ 4,379.17	\$ 9,000.00	\$ 4,620.83	51%
REPAIRS & MAINTENANCE	\$ 693.30	\$ 2,672.47	\$ 29,512.54	\$ 17,000.00	\$ (12,512.54)	-74%
CONTRACTED SERVICES	\$ -	\$ -	\$ 606.15	\$ 1,200.00	\$ 593.85	49%
LEGAL	\$ 173.60	\$ 723.40	\$ 14,639.60	\$ 6,000.00	\$ (8,639.60)	-144%
AUDIT	\$ -	\$ -	\$ 3,250.00	\$ 3,100.00	\$ (150.00)	-5%
ADVERTISING	\$ 3,389.00	\$ 3,139.83	\$ 30,947.82	\$ 40,000.00	\$ 9,052.18	23%
TELEPHONE	\$ 26.78	\$ 29.83	\$ 263.71	\$ 500.00	\$ 236.29	47%
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	\$ -	\$ -	\$ 946.05	\$ 8,535.00	\$ 7,588.95	89%
BOOKKEEPING	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	100%
PFC EXPENSES	\$ -	\$ 1,979.00	\$ 16,068.05	\$ 22,500.00	\$ 6,431.95	29%
MISCELLANEOUS	\$ -	\$ -	\$ 327.21	\$ 1,000.00	\$ 672.79	67%
	\$209,415.72	\$ 253,709.95	\$ 2,096,191.21	\$2,778,439.00	\$ 682,247.79	25%
EXCESS REVENUE OVER/(UNDER) EXPENDITURES:	\$ (440.90)		\$ 5,574.90			
BALANCE ON HAND - AIRPORT FUND						
BEGINNING BALANCE 07/01/2016	\$ 110,074.55					
JULY RECEIPTS	\$ 236,514.76					
JUNE DISBURSEMENTS	\$ (209,415.72)					
	\$ 137,173.59					

MANISTEE COUNTY BLACKER AIRPORT

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JULY 2016 BALANCE SHEET

ASSETS	7/31/2016	6/30/2016
CASH	\$ 137,173.59	\$ 110,074.55
CASH - PFC ACCOUNT	\$ 71,005.65	\$ 72,984.65
ACCOUNTS RECEIVABLE		
PUBLIC CHARTERS	\$ 55,146.30	\$ 36,764.20
ADVERTISING GRANT	\$ 50,000.00	\$ 50,000.00
STATE GRANT	\$ -	\$ -
MISC.	\$ 2,906.95	\$ 2,555.76
TOTAL ASSETS	\$ 316,232.49	\$ 272,379.16

LIABILITIES	7/31/2016	6/30/2016
ACCOUNTS PAYABLE - TRADE	\$ 253,709.95	\$ 209,415.72
ACCOUNTS PAYABLE - COUNTY	\$ -	\$ -
PREPAID HANGER RENT	\$ -	\$ -

TOTAL LIABILITIES	\$ 253,709.95	\$ 209,415.72
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FUND BALANCE	\$ 57,996.64	\$ 58,437.54
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TOTAL LIABILITIES AND FUND BALANCE	\$ 311,706.59	\$ 267,853.26
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PASSENGER FACILITY CHARGES COLLECTED THROUGH 07//31/2016	\$ 142,603.29
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)
NORTHERN PUMP SERVICE	\$ (1,979.00)
PFC FUNDS AVAILABLE	\$ 71,005.65

CAPITAL IMPROVEMENT FUNDS AVAILABLE AS OF 05/31/2016

SALE OF EQUIPMENT (TRACTOR)	\$ 10,556.58
REIMBURSEMENT FROM STATE (J RANCK ELECTRIC)	\$ 4,400.00
TOTAL	\$ 85,962.23

APPENDIX C

ORCHARD BEACH AVIATION

July 2016

RENT

OFFICE	\$340.00	
HANGER	\$200.00	
FUEL	\$1903.95	
T-SHIRT SALES	\$24.00	(2 @ \$12)
LANDING FEES		
TWIN	\$18.00	(2 @ \$9)
JET	\$396.00	(22 @ \$18)
DAILY HANGERS	\$25.00	(1 @ \$25)
TOTAL	\$2906.95	

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FUEL SALES JULY 2016

100LL 3153.7 Gal

JET 12607.3 Gal

TOTAL 15761.0 Gal

General	8078.0 Gal @ .15 = \$1211.70
PublicCharters	1000.0 Gal @ .15 = \$150.00
PublicCharters	4000.0 Gal @ .08 = \$320.00
PublicCharters	1039.9 Gal @ .02 = \$20.80
Orchard Beach	1000.0 Gal @ .15 = \$150.00
Orchard Beach	643.1 Gal @ .08 = \$51.45

DIESEL FUEL 0.0 Gal @ \$2.00 = \$0.00

September Travel as of 8/14/16**Best Fares**

	MBL	TVC	GRR	MKG
Atlanta (ATL)	287 WN	319 DL	267 DL	279 DL
Boston (BOS)	368 WN	285 DL	216 DL	509 UA
Chicago (MDW or ORD)	129 P1	269 AA	98 WN	346 UA
Dallas (DFW)	333 WN	341 AA	284 DL	317 UA
Denver (DEN)	380 WN	400 UA	314 DL	441 UA
Houston (HOU)	353 DL	341 UA	327 AA	345 UA
Kansas City (MCI)	405 WN	319 AA	310 UA	311 UA
Las Vegas (LAS)	425 WN	490 AA	364 DL	601 UA
Los Angeles (LAX)	463 WN	346 UA	324 UA	377 UA
Minneapolis (MSP)	211 WN	361 DL	268 WN	277 UA
New York Area (NYC)	311 WN	319 DL	298 AA	295 UA
Orlando (MCO)	319 DL	311 DL	229 DL	335 UA
Philadelphia (PHL)	337 WN	205 DL	306 WN	301 UA
Phoenix (PHX)	383 WN	371 AA	348 AA	510 UA
Portland (PDX)	383 WN	371 AA	348 AA	510 UA
San Diego (SAN)	467 WN	428 UA	370 DL	463 UA
San Francisco (SFO)	420 WN	386 UA	354 UA	387 UA
Seattle (SEA)	420 WN	369 UA	370 DL	385 UA
St Louis (STL)	355 WN	281 AA	234 AA	241 UA
Washington DC Area (WA)	333 WN	311 AA	239 UA	247 UA

Average Fare	\$354.10	\$341.15	\$292.40	\$373.85
Change from one month	-\$12.30	-\$40.35	\$8.95	-\$24.90
Change from three months	-\$86.00	-\$11.20	-\$7.00	\$13.80
Fares Pulled 8/14/16 for travel 9/22/16 - 9/29/16				

Best Fares +7 days parking

	MBL	TVC	GRR	MKG
Atlanta (ATL)	287 WN	359 DL	321 DL	314 DL
Boston (BOS)	368 WN	325 DL	270 DL	544 UA
Chicago (MDW or ORD)	129 P1	309 AA	152 WN	381 UA
Dallas (DFW)	333 WN	381 AA	318 DL	352 UA
Denver (DEN)	380 WN	440 UA	368 DL	476 UA
Houston (HOU)	353 DL	381 UA	381 AA	380 UA
Kansas City (MCI)	405 WN	359 AA	364 UA	346 UA
Las Vegas (LAS)	425 WN	530 AA	418 DL	636 UA
Los Angeles (LAX)	463 WN	386 UA	378 UA	412 UA
Minneapolis (MSP)	211 WN	401 DL	322 WN	312 UA
New York Area (NYC)	311 WN	359 DL	352 AA	330 UA
Orlando (MCO)	319 DL	351 DL	283 DL	370 UA
Philadelphia (PHL)	337 WN	245 DL	360 WN	336 UA
Phoenix (PHX)	383 WN	411 AA	402 AA	545 UA
Portland (PDX)	383 WN	411 AA	402 AA	545 UA
San Diego (SAN)	467 WN	468 UA	424 DL	498 UA
San Francisco (SFO)	420 WN	426 UA	408 UA	422 UA
Seattle (SEA)	420 WN	409 UA	424 DL	420 UA
St Louis (STL)	355 WN	321 AA	288 AA	276 UA
Washington DC Area (WA)	333 WN	351 AA	293 UA	282 UA

Average Fare	\$354.10	\$381.15	\$346.40	\$408.85
Change from one month	-\$12.30	-\$40.35	\$8.95	-\$24.90
Change from three months	-\$86.00	-\$11.20	-\$7.00	\$13.80

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 486/389		1193		J/O	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	327/331	658
Jun		1206/1342	2548		234/250	484	239/288	527	346/405	751	406/478	912	427/496	923
Jul		1595/1568	3163		465/467	932	421/409	830	653/659	1312	1016/1050	2066	787/762	1549
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		4977

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%	9%/20%	71%
Jun		6%/20%	74%	0%/6%	94%	0%/3%	97%	0%/15%	85%	0%/13%	87%	3%/17%	80%
Jul		0%/37%	63%	0%/7%	93%	0%/19%	81%	1%/20%	79%	0%/32%	68%	3%/21%	76%
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 E

APPENDIX F

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

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TREE REMOVAL AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of _____, 2016, between the LITTLE RIVER BAND OF OTTAWA INDIANS, a federally recognized tribe, as reaffirmed under P.L. 103-324, enacted on September 21, 1994, ~~375 River Street~~ 2608 Government Center Drive, Manistee, Michigan 49660 (the "Tribe"), and the MANISTEE BLACKER AIRPORT AUTHORITY, an Airport Authority formed pursuant to Act 206 of the Public Acts of 1957, as amended, 2323 Airport Road, Manistee, Michigan 49660 (the "Authority");

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

5. **Agents of the Tribe.**

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

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

7. **Term of Agreement.**

a. This Agreement shall take effect as of the Effective Date and shall continue unless terminated by the mutual by a written request agreement of one of the parties. Termination would be effective ninety (90) days after written notice of the intent to terminate is received by the

non-terminating party. The benefits and obligations of this Agreement shall pass to and be binding upon the parties successors and assigns and shall run with the Land.

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

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

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

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

9. **Miscellaneous.**

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

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

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

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

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

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

g-h. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of sovereign immunity of the Tribe.

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

LITTLE RIVER BAND OF OTTAWA INDIANS

Dated: _____, 2016

By: _____
Larry Romanelli, Tribal Ogema

MANISTEE BLACKER AIRPORT AUTHORITY

Dated: _____, 2016

By: _____
Paul Schulert, Authority Board Chair

STATE OF MICHIGAN)
) ss.
COUNTY OF MANISTEE)

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

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

STATE OF MICHIGAN)
) ss.
COUNTY OF MANISTEE)

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

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