

## MINUTES

Monday, February 10, 2020  
12:00 P.M.

Manistee County Blacker Airport  
Conference Room

**Members Present:** Gerald Haw, Chair; Andrew Gentile; Mark Bergstrom (via phone); Jeff Dontz (left at 12:30 p.m.); Karen Goodman; Philip Siuda; and Barry Peterson (arrived at 12:53 p.m.)

**Members Absent:** None

**Others Present:** Barry Lind, Airport Director; and Julie Schmeling, Airport Authority Recording Secretary; Susan Zielinski, Airport Authority Treasurer; and Arielle Breen, Manistee News Advocate

Gerald Haw, Chair, called the meeting to order at 12:00 P.M. Roll was taken by the Secretary.

Mr. Lind had a few items to add to the agenda and asked that the agenda be amended to include an Airport Land Lease/Transfer Agreement and a Bill of Sale with Mr. Ryan Shively, and the Grant Agreement Amendment for the Property Acquisition Grant.

**There was a motion by Ms. Goodman, supported by Mr. Dontz, to approve the meeting agenda with amendments. Motion carried by unanimous vote.**

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, January 13, 2020.

**There was a motion by Mr. Gentile, supported by Mr. Siuda, to approve the Airport Authority regular meeting minutes, of Monday, January 13, 2020. Motion carried by unanimous vote.**

The Authority next reviewed the December 2019 Accounts Payable Report (APPENDIX A).

**There was a motion by Mr. Bergstrom, supported by Mr. Dontz, to approve the December 2019 Accounts Payable.**

**A roll call vote was taken:**

**Yeas: 6 (Haw; Gentile; Bergstrom; Siuda; Goodman; Dontz)**

**Nays: 0**

**Absent: 1 (Peterson)**

**Motion carried.**

The Authority reviewed the January 2020 Accounts Payable Report (APPENDIX B).

**There was a motion by Ms. Goodman, supported by Mr. Dontz, to approve the January 2020 Accounts Payable.**

**A roll call vote was taken:**

**Yeas: 6 (Haw; Gentile; Siuda; Goodman; Bergstrom; Dontz)**

**Nays: 0**

**Absent: 1 (Peterson)**

**Motion carried.**

The Authority reviewed the January 2020 Financial Statement (APPENDIX C), which includes a Balance Sheet, a Statement of Revenue and Expenses, and a running account of the Passenger Facility Charges collected. There was a discrepancy on the reports. Ms. Zielinski was going to fix the amounts and bring the report back to next month's meeting for approval.

The Orchard Beach Aviation rent information was provided, as well as fuel sales for January 2020 (APPENDIX D).

The Executive Committee did not meet.

The Budget Committee did not meet.

The Capital Projects Committee did not meet.

The Committee had asked Mr. Lind to update the Land Lease Policy that was previously adopted July 12, 1999. Mr. Lind presented the updated Manistee County Blacker Airport Land Lease Policy, Amended February 10, 2020 (APPENDIX E). The committee requested a couple modifications to the policy to include the word "Annual" in #1 to read "Annual Lease Rate", and item #6 in the first sentence to read "current policy on file", and it was noted to have the policies checked annually to be sure that they are current.

**There was a motion by Goodman, supported by Siuda, to approve the Manistee County Blacker Airport Land Lease Policy, Amended February 10, 2020, with the recommended changes.**

**A roll call vote was taken:**

**Yeas: 6 (Gentile; Siuda; Goodman; Dontz; Bergstrom; Haw)**

**Nays: 0**

**Absent: 1 (Peterson)**

**Motion carried.**

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 (APPENDIX F). Mr. Lind presented information on airplane passenger numbers for 2019 as well as the previous five years (APPENDIX G). January numbers were way down, but expected. Mr. Lind extended an invitation to all members to the State Winter Conference coming up February 19 – 20, 2020 in Lansing. Last spring EGLE awarded a \$21,000 grant for PFAS to cover the cost of equipment. Mr. Lind has requested another grant from the State for the remaining funding of \$6,000 to cover the training and installation. He spoke to the state and was told the grant should be awarded. Mr. Lind is working with vendors to get everything lined up. Mr. Arens has contacted Mr. Lind to let him know that he may still be willing to donate his hangar to the airport if there is a need.

Grant Amendment #1 is ready for approval. This will cover the land acquisition relocation costs for Mr. Adamczak as well as the remaining expense from the first reimbursement. (APPENDIX H)

**There was a motion by Mr. Siuda, supported by Mr. Peterson, to authorize the Board Chair to sign the Amended Agreement and process the paperwork for reimbursement from the land acquisition and remaining expenses.**

**A roll call vote was taken:**

**Yeas: 6 (Peterson; Gentile; Siuda; Goodman; Bergstrom; Haw)**

**Nays: 0**

**Absent: 1 (Dontz)**

**Motion carried.**

The runway rehabilitation project is scheduled for May 26 – June 5, 2020. Airline flights are canceled for those days. The wildlife survey is completed. Comments have been received back from Prein & NewHof and follow-up will be done with USDA on the suggested changes. Prein & Newhof has started on the updated layout plan, but the field work will need to wait until spring.

Beech 1900 service should begin between February 13, 2020 and February 20, 2020. One Crew member has completed training and the second crew member starts today. TSA has been willing to work with us

through recent issues. The concern short term is employee retention. Staff is currently working shifts at Traverse City airport. Mr. Lind is working with DOT on grant billing. They are requesting more information. The invoice was submitted to DOT for December, and it still shows as pending. The requested information has been submitted. The summer flight schedule has been drafted and submitted to DOT for approval. Sales should start soon for summer. A list of possible carriers was presented for the upcoming EAS selection process. The initial feedback from DOT is to not release two RFP's, one for in-season and one for off-season. The Instrument Landing System is out of service indefinitely. Mr. Lind is waiting from FAA on their plans to address this issue. Marketing has been turned down until service is stabilized. Website redesign will begin in March.

The lease agreement between Mr. Ryan Shively and Manistee Blacker Airport Authority was presented with changes (APPENDIX I). Mr. Lind has made corrections that were purely typos since this was originally emailed out to the board. Typo's found were two #6's and two #9's listed. Mr. Lind was requesting board approval on what was sent out with the renumbering corrections made and approval for the Board Chair to sign.

**There was a motion by Mr. Gentile, supported by Ms. Goodman, to approve the lease agreement between Manistee Blacker Airport Authority and Mr. Ryan Shively, that was presented by Barry Lind as amended and other noted typo changes made, and to authorize the Board Chair to sign.**

**A roll call vote was taken:**

**Yeas: 6 (Goodman; Haw; Peterson; Gentile; Siuda; Bergstrom)**

**Nays: 0**

**Absent: 1 (Dontz)**

**Motion carried.**

A Bill of Sale between Mr. Shively and Manistee Blacker Airport Authority was presented (APPENDIX J). Mr. Lind was requesting board approval and requesting approval for the Board Chair to sign.

**There was a motion by Ms. Goodman, supported by Mr. Gentile, to approve the Bill of Sale between Manistee Blacker Airport Authority and Mr. Ryan Shively that was presented, and to authorize the Board Chair to sign.**

**A roll call vote was taken:**

**Yeas: 5 (Gentile; Bergstrom; Haw; Peterson; Goodman)**

**Nays: 0**

**Abstain: 1 (Siuda)**

**Absent: 1 (Dontz)**

**Motion carried.**

There being no further business to come before the Authority, the meeting was adjourned at 1:38 P.M.

Respectfully Submitted,



Jeff Dontz, Airport Authority Secretary

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# APPENDIX A

## MANISTEE COUNTY BLACKER AIRPORT

### DECEMBER 2019 ACCOUNTS PAYABLE

VENDOR NAME	DESCRIPTION	AMOUNT
BARRY LIND	DECEMBER	\$ 3,750.00
CONSUMERS ENERGY	NOVEMBER & PARTIAL DECEMBER	\$ 1,692.37
A T & T	NOVEMBER 14 - DECEMBER 13, 2019	\$ 43.79
DTE ENERGY	NOVEMBER 7 - DECEMBER 4, 2019	\$ 908.35
MIKA MEYERS PLC	GENERAL LEGAL - NOVEMBER 2019	\$ 575.00
ORCHARD BEACH AVIATION	SUPPLIES - DECEMBER reimbursement of expenses	\$ 264.52
AUTO-WARES GROUP	REPAIRS & MAINTENANCE	\$ 150.97
VALLEY TRUCK PARTS	S/C - REPLACE SIRE & TERMINAL	\$ 437.38
BLUEGLOBES, LLC	LAMPS, SIGN LETTERS, ECT	\$ 326.54
PREIN & NEWHOF	PHASE II & RELOCATION ASSISTANCE	\$ 927.50
ENVIROSURE, INC	POLLUTION LIABILITY (11/18/19-11/18/20)	\$ 2,008.00
CRYOTECH DEICING TECHNOLOGY	REPAIRS & MAINTENANCE - LIQUID RUNWAY DEICER	\$ 7,191.26
AUTO-OWNERS INSURANCE	INSURANCE 2020	\$ 10,940.65
INDUSTRIAL MARKETING & CONSULTI	HEATED WIPER BLADES	\$ 620.85
BLARNEY CASTLE OIL	FUEL	\$ 1,329.09
MANISTEE AREA CHAMBER	2020 ANNUAL DUES	\$ 300.00
AUTOMATIC EQUIPMENT SALES	MC521 CONTROL BOX	\$ 889.20
CARLS EXCAVATING INC	SAND	\$ 1,199.26
	TOTAL	\$ 33,554.73
<b>ADVERTISING INVOICES</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
RIGHTSIDE DESIGN, LLC	NOVEMBER (reimbursement of expenses)	\$ 850.00
ORCHARD BEACH AVIATION	DECEMBER (reimbursement of expenses)	\$ 329.48
	TOTAL	\$ 1,179.48

ORCHARD BEACH AVIATION	DESCRIPTION	AMOUNT
REGULAR HOURS	270 @ \$18.15	\$ 4,900.50
MAINTENANCE HOURS	148 @ \$18.15	\$ 2,686.20
PART 139 LABOR	DECEMBER	\$ 13,400.00
INTERNET		\$ 50.00
TV SERVICE		\$ 25.00
	TOTAL	\$ 21,061.70

**GRAND TOTAL** \$ 55,795.91

# APPENDIX B

## MANISTEE COUNTY BLACKER AIRPORT

### JANUARY 2020 ACCOUNTS PAYABLE

VENDOR NAME	DESCRIPTION	AMOUNT
BARRY LIND	JANUARY	\$ 3,750.00
CONSUMERS ENERGY	DECEMBER & PARTIAL JANUARY	\$ 1,963.24
A T & T	DECEMBER 14 - JANUARY 13, 2020	\$ 43.48
DTE ENERGY	DECEMBER 5 - JANUARY 6, 2020	\$ 1,142.64
MIKA MEYERS PLC	GENERAL LEGAL - NOVEMBER 2019	
ORCHARD BEACH AVIATION	SUPPLIES - JANUARY reimbursement of expenses	\$ 506.22
AUTO-WARES GROUP	REPAIRS & MAINTENANCE	\$ 78.93
GILL-ROY'S HARDWARE	SUPPLIES	\$ 183.21
ENIVROSURE	LIABILITY INSURANCE	\$ 60.00
PRIMARY AIRPORT SERVICES	PFC - PROGRAM	\$ 302.60
ENVIROSURE, INC	POLLUTION LIABILITY 11/18/19-11/18/20)	
CRYOTECH DEICING TECHNOLOGY	REPAIRS & MAINTENANCE - LIQUID RUNWAY DEICER	\$ 3,663.47
AUTO-OWNERS INSURANCE	INSURANCE 2020	
INDUSTRIAL MARKETING & CONSULTI	HEATED WIPER BLADES	
BLARNEY CASTLE OIL	FUEL	
MANISTEE AREA CHAMBER	2020 ANNUAL DUES	
AUTOMATIC EQUIPMENT SALES	MC521 CONTROL BOX	
CARLS EXCAVATING INC	SAND	
	TOTAL	\$ 11,693.79
<b>ADVERTISING INVOICES</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
RIGHTSIDE DESIGN, LLC	DECEMBER reimbursement of expenses	\$ 850.00
ORCHARD BEACH AVIATION	JANUARY (reimbursement of expenses)	\$ 459.31
	TOTAL	\$ 1,309.31
<b>ORCHARD BEACH AVIATION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
REGULAR HOURS	279 @ \$18.15	\$ 5,063.85
MAINTENANCE HOURS	165 @ \$18.15	\$ 2,994.76
PART 139 LABOR	JANUARY	\$ 13,400.00
INTERNET		\$ 49.50
TV SERVICE		\$ 25.00
	TOTAL	\$ 21,533.11
<b>GRAND TOTAL</b>		<b>\$ 34,536.21</b>

# APPENDIX C

## MANISTEE COUNTY BLACKER AIRPORT

JANUARY 2020 REVENUE & EXPENSES				BUDGET REMAINING		67%
INCOME:	PREVIOUS MONTH	CURRENT MONTH	YEAR-TO DATE	AMENDED BUDGET	BALANCE \$	%
FEDERAL GRANT - AEAS	\$234,621.00		\$ 535,814 50	\$ 2,990,575.00	\$ 2,454,760.50	82%
STATE REIMBURSEMENTS				\$ 18,000.00	\$ 18,000.00	100%
OFFICE RENT	\$ 1,168.71	\$ 443.71	\$ 3,949 84	\$ 14,900.00	\$ 10,950.16	73%
LANDING FEES - GENERAL AVIATION			\$ 161 28	\$ 2,100.00	\$ 1,938.72	92%
LANDING FEES - PUBLIC CHARTERS		\$ 20,483 35	\$ 40,966 70	\$ 245,800.00	\$ 204,833.30	83%
HANGAR RENTAL	\$ 1,250.00	\$ 2,387.42	\$ 6,449 92	\$ 19,000.00	\$ 12,550.08	66%
AUTO RENTAL FEES	\$ 2,319.65	\$ (1,580.17)	\$ 1,082 61	\$ 4,750.00	\$ 3,667.39	77%
SIGN LEASE				\$ 4,000.00	\$ 4,000.00	100%
PASSENGER FACILITY CHARGES		\$ 4.39	\$ 8 78	\$ 25,000.00	\$ 24,991.22	100%
MISCELLANEOUS	\$ 2.20	\$ 2.20	\$ 37 20	\$ -	\$ (37.20)	#DIV/0!
FUEL SALES	\$ 136.58	\$ 432.30	\$ 2,913 56	\$ 13,000.00	\$ 10,086.44	78%
COUNTY OF MANISTEE	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 120,000.00	\$ 80,000.00	67%
MARKETING - PUBLIC CHARTERS	\$ -	\$ 2,500.00	\$ 25,000 00	\$ 10,000.00	\$ (15,000.00)	-150%
<b>TOTAL INCOME</b>	<b>\$249,498.14</b>	<b>\$ 34,673.20</b>	<b>\$ 656,384.39</b>	<b>\$ 3,467,125.00</b>	<b>\$ 2,810,740.61</b>	<b>81%</b>
<b>EXPENSES:</b>						
SUPPLIES	\$ 264.52	\$ 506.22	\$ 1,076 21	\$ 2,000.00	\$ 923.79	46%
EQUIPMENT			\$ 4,741 78	\$ 6,600.00	\$ 1,858.22	28%
FUEL	\$ 1,329.09		\$ 1,866 59	\$ 6,500.00	\$ 4,633.41	71%
CONTRACTED SERVICES		\$ 302.60	\$ 302 60	\$ 1,200.00	\$ 897.40	75%
AUDIT			\$ -	\$ 7,800.00	\$ 7,800.00	100%
AEAS CONTRACT-PUBLIC CHARTERS	\$234,621.00	\$ -	\$ 536,117 10	\$ 2,990,575.00	\$ 2,454,457.90	82%
PERSONNEL - MANAGEMENT	\$ 3,750.00	\$ 3,750 00	\$ 15,000 00	\$ 45,000.00	\$ 30,000.00	67%
PERSONNEL - OP & MAINT	\$ 20,986.70	\$ 21,458 61	\$ 84,772 27	\$ 258,500.00	\$ 173,727.73	67%
LEGAL	\$ 575.00		\$ 1,325 00	\$ 2,500.00	\$ 1,175.00	47%
DUES & FEES			\$ 242 30	\$ 1,000.00	\$ 757.70	76%
TELEPHONE	\$ 43.79	\$ 43 48	\$ 174 87	\$ 540.00	\$ 365.13	68%
TRAVEL				\$ 500.00	\$ 500.00	100%
TRAINING (FIRE FIGHTER)				\$ 6,500.00	\$ 6,500.00	100%
ADVERTISING	\$ 1,479.48	\$ 1,309 31	\$ 4,604 17	\$ 30,000.00	\$ 25,395.83	85%
INSURANCE	\$ 12,948.65	\$ 60 00	\$ 13,008 65	\$ 17,800.00	\$ 4,791.35	27%
UTILITIES	\$ 2,675.72	\$ 3,180 38	\$ 9,494 76	\$ 26,000.00	\$ 16,505.24	63%
REPAIRS & MAINTENANCE	\$ 10,815.46	\$ 3,925 61	\$ 20,837 59	\$ 25,000.00	\$ 4,162.41	17%
MISCELLANEOUS			\$ -	\$ 1,000.00	\$ 1,000.00	100%
PFC EXPENSES	\$ 927.50		\$ 927 50	\$ 33,971.00	\$ 33,043.50	97%
MISC EXP. MCGUINEAS DRAIN			\$ 4,139 39	\$ 4,139.00	\$ (0.39)	0%
TRANSFER OUT-GENERAL FUND			\$ -	\$ -	\$ -	0%
	<b>\$290,416.91</b>	<b>\$ 34,536.21</b>	<b>\$ 698,630.78</b>	<b>\$ 3,467,125.00</b>	<b>\$ 2,768,494.22</b>	<b>80%</b>

EXCESS REVENUE OVER/(UNDER) EXPENDITURES \$ 136.99 \$ (42,246.39)

**BALANCE ON HAND - AIRPORT FUND**

BEGINNING BALANCE 12/1/2019	\$ 220,517.70
JANUARY RECEIPTS	\$ 34,375.29
DECEMBER RECEIPTS	<u>\$ (289,489.41)</u>
	<u>\$ (34,596.42)</u>



# MANISTEE COUNTY BLACKER AIRPORT

## JANUARY 2020 BALANCE SHEET

ASSETS	1/31/2020	12/31/2019
CASH	\$ (34 596 42)	\$ 220 517 70
CASH - PFC ACCOUNT	\$ 12 880 85	\$ 12 876 46
ACCOUNTS RECEIVABLE		
PUBLIC CHARTERS	\$ 20 483 35	\$ 20 483 35
ADVERTISING GRANT	\$ -	\$ -
STATE GRANT	\$ -	\$ -
ORCHARD BEACH AVIATION	\$ 876 01	\$ 582.49
<b>TOTAL ASSETS</b>	<b>\$ (356.21)</b>	<b>\$ 254,460.00</b>
<b>LIABILITIES</b>		
	1/31/2020	12/31/2019
ACCOUNTS PAYABLE	\$ 34 536 21	\$ 289 489 41
ACCOUNTS PAYABLE - COUNTY LOAN	\$ -	\$ -
PREPAID HANGAR RENT	\$ 325 00	\$ 325 00
<b>TOTAL LIABILITIES</b>	<b>\$ 34 861.21</b>	<b>\$ 289,814 41</b>
<b>FUND BALANCE</b>	<b>\$ (35,217.42)</b>	<b>\$ (35,354.41)</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ (356.21)</b>	<b>\$ 254,460.00</b>

PASSENGER FACILITY CHARGES RECEIVED THROUGH 10/31/2019	\$ 206,619.69
EXPENSES PRIOR TO 10/2017	\$ (104,534.85)
TREWORKS, INC - TREE REMOVAL 11/2017	\$ (7,600.00)
PREIN & NEWHOF - LAND ACQUISITION 12/2017	\$ (8,669.55)
PREIN & NEWHOF - TREE CLEARING 12/2017	\$ (2,386.90)
TREWORKS, INC - TREE REPLACEMENT 12/2017	\$ (618.75)
PREIN & NEWHOF - LAND ACQUISITION 3/2018	\$ (10,697.45)
NORTHWOODS PRODUCTS - HANGAR DOOR ROLLERS ETC 4/2018	\$ (750.00)
PREIN & NEWHOF - LAND ACQUISITION 4/2018	\$ (15,309.00)
FOLDTITE - HANGAR DOOR 5/2018	\$ (3,342.86)
STATE OF MICHIGAN - GRANT MATCH 7/2018	\$ (1,350.00)
STATE OF MICHIGAN - GRANT MATCH 8/2018	\$ (4,200.00)
PREIN & NEWHOF - LAND ACQUISITION 9/2018	\$ (3,836.92)
PREIN & NEWHOF - LAND ACQUISITION 10/2018	\$ (616.00)
PREIN & NEWHOF - PHASE II ENVIRONMENTAL 11/2018	\$ (6,310.00)
NORTHWOODS PRODUCTS - INSTALL NEW HANGAR DOOR 11/2018	\$ (5,275.00)
PREIN & NEWHOF - SETTLEMENT/PHASE II/CLOSING/RELOCATION	\$ (15,281.53)
MANISTEE CO. TREASURER - LAND ACQUISITION PROP. TAXES 3/2019	\$ (246.03)
PREIN & NEWHOF - PHASE II & RELOCATION ASSISTANCE 12/2019	\$ (1,786.50)
PREIN & NEWHOF - PHASE II & RELOCATION ASSISTANCE 4/2020	\$ (927.50)
<b>PFC FUNDS AVAILABLE*</b>	<b>\$ 12,880.85</b>

\*The PFC funds are included in the highlighted fund balance above.

APPENDIX D

ORCHARD BEACH AVIATION

January 2020

RENT

OFFICE	\$443.71	
FUEL	\$432.30	
LANDING FEES		
TWIN	\$0.00	(0 @ \$10.08)
JET	\$0.00	(0 @ \$20.16)
DAILY HANGERS	\$0.00	(0 @ \$22.50)
VENDING	\$2.20	(10% of \$22.00)
T-SHIRT SALES	\$0.00	(0 @ \$12.00)
TOTAL	\$876.01	

D-2

FUEL SALES JANUARY 2020

100LL	46.6 Gal
JET	2835.4 Gal
TOTAL	2882.0 Gal
General	347.0 Gal @ .15 = \$52.05
PublicCharters	2535.0 Gal @ .15 = \$380.25
Orchard Beach	0.0 Gal @ .15 = \$0.00
DIESEL FUEL	0.0 Gal @ \$2.42 = \$0.00

**MANISTEE COUNTY BLACKER AIRPORT****LAND LEASE POLICY**Adopted July 12<sup>th</sup>, 1999Amended February 10<sup>th</sup>, 2020

1. <sup>Annual</sup> Lease Rate - 15 cents per square foot, effective June 1<sup>st</sup>, 1999 (21.3825 cents per square foot December 1<sup>st</sup>, 2018 – November 30<sup>th</sup> 2023). All leases entered into after said date shall be adjusted to Consumers Price Index of December 1999. For purposes of this policy, the Consumers Price Index means the Index for “All Items” for Urban Wage Earners and Clerical Workers Commodity Group for the Detroit area as determined by the United States Department of Labor Bureau Statistics.
2. Schedule - Terms of all leases entered into prior to December 1, 2019 shall expire November 30, 2033, all other leases shall have a term of no longer than 30 years, with Lease rates changes every five years after November 30, 2003, and every five years thereafter. Automatic with rate increases using the Consumer Price Index.
3. Mortgage - Airport Authority to approve and incorporate in lease.
4. Utilities - Lessee to pay all utilities and extend from closest source to leased property underground, subject however, to and in compliance with all rules and regulations for operation of Airport.
5. Taxes - Lessee to pay all taxes on improvements to property.
6. Insurance - Lessee required to carry insurance on premises, <sup>current</sup> policy on file with the Airport Authority. Policy limits for bodily injury and property damage to be set by Airport Authority from time to time.
7. Property - Aviation associated or commercial/industrial as per airport drawings.
8. Plans - All building plans for new structures, surveys, etc. must be approved by Airport Authority, Michigan Aeronautics Commission, and Federal Aviation Administration prior to construction. All expenses are the responsibility of the Lessee. Upon completion the Lessee shall submit a copy of the Occupancy Permit to the Airport Authority.
9. Modifications - All plans for modifications to existing structures, related surveys, etc. must be approved by Airport Authority, Michigan Aeronautics Commission, and Federal Aviation Administration prior to work beginning. All expenses are the responsibility of the Lessee.
109. Permits - Lessee responsible for all permits – local, county and FAA.
110. Procedure -
  - A. Letter of intent to Airport Authority
  - B. Airport Director approval
  - C. Authority approval

# APPENDIX F

## March Travel as of 2/9/2020

### Best Fares

	MBL	TVC	GRR	MKG
Atlanta (ATL)	267 WN	271 DL	219 DL	374 UA
Boston (BOS)	253 WN	195 DL	192 AA	384 UA
Chicago (MDW or ORD)	129 P1	229 AA	203 AA	159 UA
Dallas (DFW)	284 DL	277 AA	269 AA	581 UA
Denver (DEN)	322 DL	277 AA	335 UA	294 UA
Houston (HOU)	304 DL	277 DL	337 DL	294 UA
Kansas City (MCI)	379 WN	245 DL	235 AA	354 UA
Las Vegas (LAS)	695 WN	341 AA	317 UA	403 UA
Los Angeles (LAX)	379 WN	337 UA	335 AA	424 UA
Minneapolis (MSP)	266 DL	217 AA	178 WN	284 UA
New York Area (NYC)	284 DL	255 DL	179 DL	349 UA
Orlando (MCO)	314 DL	277 AA	223 AA	394 UA
Philadelphia (PHL)	284 DL	185 AA	245 DL	374 UA
Phoenix (PHX)	392 DL	337 AA	239 UA	366 UA
Portland (PDX)	490 WN	441 UA	338 WN	424 UA
San Diego (SAN)	407 WN	337 AA	337 AA	424 UA
San Francisco (SFO)	384 DL	337 UA	337 UA	434 UA
Seattle (SEA)	372 WN	333 AA	310 DL/UA	424 UA
St Louis (STL)	435 WN	217 AA	212 UA	334 UA
Washington DC Area (WA)	237 WN	257 DL	177 DL	250 UA

Average Fare	\$343.85	\$282.10	\$260.85	\$366.20
Change from one month	-\$10.30	\$6.55	-\$0.70	\$15.45
Change from two months	\$19.25	\$23.65	\$7.95	\$50.00

Fares Pulled 2/9/2020 for travel 3/10/2020 – 3/17/2020

### Best Fares +7 days parking

	MBL	TVC	GRR	MKG
Atlanta (ATL)	267 WN	327 DL	289 DL	444 UA
Boston (BOS)	253 WN	251 DL	262 AA	454 UA
Chicago (MDW or ORD)	129 P1	285 AA	273 AA	229 UA
Dallas (DFW)	284 DL	333 AA	339 AA	651 UA
Denver (DEN)	322 DL	333 AA	405 UA	364 UA
Houston (HOU)	304 DL	333 DL	407 DL	364 UA
Kansas City (MCI)	379 WN	301 DL	305 AA	424 UA
Las Vegas (LAS)	695 WN	397 AA	387 UA	473 UA
Los Angeles (LAX)	379 WN	393 UA	405 AA	494 UA
Minneapolis (MSP)	266 DL	273 AA	248 WN	354 UA
New York Area (NYC)	284 DL	311 DL	249 DL	419 UA
Orlando (MCO)	314 DL	333 AA	293 AA	464 UA
Philadelphia (PHL)	284 DL	241 AA	315 DL	444 UA
Phoenix (PHX)	392 DL	393 AA	309 UA	436 UA
Portland (PDX)	490 WN	497 UA	408 WN	494 UA
San Diego (SAN)	407 WN	393 AA	407 AA	494 UA
San Francisco (SFO)	384 DL	393 UA	407 UA	504 UA
Seattle (SEA)	372 WN	389 AA	380 DL/UA	494 UA
St Louis (STL)	435 WN	273 AA	282 UA	404 UA
Washington DC Area (WA)	237 WN	313 DL	247 DL	320 UA

Average Fare	\$343.85	\$338.10	\$330.85	\$436.20
Change from one month	-\$10.30	\$6.55	-\$0.70	\$15.45
Change from two months	\$19.25	\$23.65	\$7.95	\$50.00

Parking Fees for one week are \$0 at Manistee, \$56 at Traverse City, \$70 at Grand Rapids, \$70 at Muskegon

# APPENDIX G

## Manistee County Blacker Airport

### Explained/Deplaned

	2015		2016		2017		2018		2019		2020	
	Out/In	Total	Out/In	Total	Out/In	Total	Out/In	Total	Out/In	Total	Out/In	Total
Jan	188/162	350	218/185	403	228/211	439	246/192	438	255/203	455	255/187	442
Feb	207/191	398	226/219	445	243/231	474	180/158	338	195/187	382	195/187	382
Mar	217/216	433	247/240	487	289/268	557	326/306	632	261/253	514	261/253	514
Apr	240/254	494	258/254	512	259/286	545	220/237	457	221/240	461	221/240	461
May	346/356	702	327/331	658	411/430	841	333/351	684	313/312	625	313/312	625
Jun	406/478*	884	427/496	923	445/567	1013	469/555	1024	361/413	774	361/413	774
Jul	1016/1050*	2066*	787/762	1549	849/793	1642	890/891	1781	654/699	1353	654/699	1353
Aug	889/787*	1676*	740/668	1408	778/742	1520	752/787	1539	694/728	1422	694/728	1422
Sep	390/378	768	458/445	903	488/463	951	383/275	658	315/201	516	315/201	516
Oct	349/346	695	378/353	731	392/365	757	334/312	646	381/375	756	381/375	756
Nov	249/266	515	314/322	636	328/341	669	327/290	617	182/194	376	182/194	376
Dec	291/295	586	349/358	707	330/361	691	314/328	642	273/250	523	273/250	523
Total		9611		9362		10099		9456		8157		134

### OnTime Performance

	2015		2016		2017		2018		2019		2020	
	Cancel/Delay	OnTime	Cancel/Delay	OnTime	Cancel/Delay	OnTime	Cancel/Delay	OnTime	Cancel/Delay	OnTime	Cancel/Delay	OnTime
Jan	2%/27%	71%	4%/13%	83%	0%/24%	76%	0%/9%	91%	11%/6%	83%	52%/2%	46%
Feb	9%/9%	82%	2%/22%	76%	0%/8%	92%	6%/25%	69%	25%/0%	75%		
Mar	0%/9%	91%	0%/13%	87%	0%/7%	93%	2%/20%	78%	0%/13%	87%		
Apr	3%/5%	92%	0%/13%	87%	0%/6%	94%	10%/15%	75%	0%/6%	94%		
May	0%/18%	82%	9%/20%	71%	0%/11%	89%	6%/16%	78%	0%/4%	96%		
Jun	0%/13%	87%	3%/17%	80%	5%/17%	78%	0%/13%	87%	2%/9%	89%		
Jul	0%/32%	68%	3%/21%	76%	3%/44%	53%	0%/6%	94%	1%/7%	92%		
Aug	0%/14%	86%	2%/24%	74%	3%/17%	80%	1%/6%	93%	0%/4%	96%		
Sep	0%/16%	84%	8%/15%	77%	1%/21%	78%	0%/9%	91%	2%/21%	77%		
Oct	0%/2%	98%	0%/8%	92%	0%/11%	89%	0%/7%	93%	2%/34%	64%		
Nov	0%/15%	85%	0%/25%	75%	0%/13%	87%	0%/9%	91%	3%/79%(19%)(78%)			
Dec	5%/19%	76%	3%/23%	74%	7%/49%	44%	0%/12%	88%	3%/97%(12%)(85%)			

## REVISED EXHIBIT 1

MANISTEE COUNTY - BLACKER AIRPORT  
MANISTEE, MICHIGANProject No. B-26-0059-2716  
Contract No. FM 51-01-LAND  
Job No. 125973

January 23, 2020

	Federal	State	Local	Total
ADMINISTRATION	\$2,013	\$53	\$53	\$2,119
DEPARTMENT-AERO	\$2,357	\$62	\$62	\$2,481
AMENDMENT Dept - AERO	(\$344)	(\$9)	(\$9)	(\$362)
<b>LAND</b>	<b>\$359,604</b>	<b>\$9,463</b>	<b>\$9,464</b>	<b>\$378,531</b>

Acquire Land for Approaches or RPZ - Runway 28 (Parcel 38) includes Fee-Simple parcel cost, consultant costs (sponsor reimbursement), closing costs, ALP & Exhibit A updates.

Parcel Cost	\$247,000	\$6,500	\$6,500	\$260,000
Closing Cost	\$4,641	\$122	\$122	\$4,885
Consultant Costs	\$60,452	\$1,591	\$1,591	\$63,634
AMENDMENT Relocation Costs	\$47,511	\$1,250	\$1,251	\$50,012

DESIGN	\$0	\$0	\$0	\$0
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CONSTRUCTION	\$0	\$0	\$0	\$0
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ORIGINAL PROJECT BUDGET	\$314,450	\$8,275	\$8,275	\$331,000
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INCREASE TO BUDGET	\$47,167	\$1,241	\$1,242	\$49,650
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TOTAL PROJECT BUDGET	\$361,617	\$9,516	\$9,517	\$380,650
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## Federal Billing Breakdown:

Bill #1	\$150,000	SBGP 9215	Grant Award Date: 6/11/15
Bill #2	\$150,000	SBGP 9616	Grant Award Date: 8/22/16
Bill #3 ADJUSTED FOR AMD	\$44,550	SBGP 9817	Grant Award Date: 7/24/17
ADD Bill #4	\$17,067	SBGP 10318	Grant Award Date: 7/30/18

Letting Information: N/A

Period of Performance End Date: 08/21/20

MAC Approval: 11/07/18

Supplemental Transfer Memo: 01/10/20

**Airport Land Lease/Transfer Agreement**

Lease Agreement between the Manistee Blacker Airport Authority, a body corporate under the provisions of Act 206, Public Acts of 1957, as amended, of the State of Michigan, of 2323 Airport Road, Manistee, Michigan 49660, hereinafter referred to as the "Authority" and Ryan Shively, of ~~412 Elm Street,~~4395 W Fox Farm Road, Manistee, MI 49660, who is hereinafter referred to as the "Lessee", this Agreement to have an effective date of December 1, 2019.

1. **Term and Rent.** The Authority hereby leases to the Lessee, land at the Manistee Blacker Airport upon which the former American Boxboard Hangar (the "Hangar") is located. This Lease is for the land constituting the current footprint for the Hangar (60 feet by 36 feet) and Hangar Apron along with an additional four (4) feet on the North and South sides of the Hangar, fifteen (15) feet on the West side and six (6) feet on the East side for a total area of Sixty-eight (68) feet by Fifty-seven (57) feet. This land lease is for a period of thirty (30) years, subject to the terms and conditions of this Agreement. Rent shall be as follows:

A. \$1.00 per month, payable in advance, for the first fifteen (15) years of this Agreement;

B. For the final 15 years of this Agreement, rent shall be paid by Lessee on an annual~~monthly~~ basis, in advance, in accordance with the then applicable Airport Authority land lease rates~~rental charges for hangars~~ equivalent to the Hangar located on the property being leased.

Should Lessee fail to make any rent payment when due, Authority may send a Demand for Possession in accordance with Michigan law and require that Lessee make payment for any accrued and unpaid rent within 7-days of the Demand or the Lease and Lessee's right of occupancy shall terminate. The first rent payment shall be due on December 1, 2019 (to be paid



upon the signing of this Lease Agreement) and subsequent rent payments shall be due on the same day of each month thereafter. Rent payments are delinquent if not received by the Authority by the date due.

2. **Purpose.** The purpose of this Lease is to allow the Hangar that currently is located on the land being leased, which Hangar has been sold to Lessee by the Authority under the terms of a Bill of Sale executed by the Authority contemporaneously with the execution of this Agreement, to remain in its current location.

3. **Utilities.** The Lessee is responsible for the payment of all utilities in relation to the Hangar purchased and the land leased. Further, Lessee is responsible for the securing of separate electricity to the property leased, including a separate meter for recording and billing of electricity used.

4. **Hold Harmless.** The Lessee hereby acknowledges that he has inspected the property leased herein, and that he is aware of and accepts it in its current condition. Lessee further agrees that in consideration of this Agreement, he will save the Authority harmless from any loss or damage caused because of the condition of the Hangar or land leased, and that he will save the Authority harmless from any loss or damage to his person or property or for any injury or damage to other persons using the Hangar, his airplane or the land leased. Lessee agrees that he shall assume all responsibility to insure the Hangar and all property stored in the Hangar and assumes all liability for damage to said property or personal injury to Lessee and his guests associated with the occupancy of the leased premises and shall hold harmless the Authority from all said liability. Lessee shall maintain, at his cost, an occurrence type policy or policies of general liability, bodily injury/property damage insurance with respect to his use of the leased premises, with liability coverage limits of not less than One Million Dollars (\$1,000,000.00) per

person and Two Million Dollars (\$2,000,000.00) per occurrence, exclusive of defense costs, and without any provision for a deductible or self-insured retention. Lessee shall furnish Authority with certificates or other evidence listing the Authority as an additional insured on said insurance policy and providing that Authority shall be notified in writing at least thirty (30) days prior to cancellation or any material change in or renewal of the policy.

5. **Improvements.** Lessee further acknowledges that this Agreement is dependent upon certain specific improvements that Lessee is to make to the Hangar transferred by the Authority to him under separate Bill of Sale and in accordance with the schedule of improvements provided in this paragraph.

A. Electric service shall be updated such that Lessee's electric use shall be separately metered and paid by Lessee, said update to be completed within one year of the effective date of this Agreement;

B. Lessee shall complete foundation repairs and weatherproofing of Hangar within two years of the effective date of this Agreement;

C. A new hangar door, with electric lift, to be installed within five years of the effective date of this Agreement;

D. Hangar exterior and roof to be repaired and painted, in a color approved by Authority, within ten years of the effective date of this Agreement;

E. Interior of Hangar to be improved and painted, and window replaced, as approved by Authority, within fifteen years of the effective date of this Agreement;

Lessee has agreed to make certain financial commitments to the improvement of the Hangar transferred to him by the Authority under separate Bill of Sale. Lessee shall show his

financial commitment outlined below through the submission to the Manistee Blacker Airport Director of paid receipts from building materials purchased or third party labor payments associated with the improvements he is undertaking to the Hangar.

A. \$4,000 to be expended within one year of the effective date of this Agreement;

B. \$6,500 in total\* to be expended within two years of the effective date of this Agreement;

C. \$30,000 in total\* to be expended within five years of the effective date of this Agreement;

D. \$35,000 in total\* to be expended within ten years of the effective date of this Agreement; and

E. \$40,000 in total\* to be expended within fifteen years of the effective date of this Agreement.

\* "total" includes expenditures from prior years.

The improvements and expenditures required under this Section 5 are express conditions of the terms of this Agreement. Failure of Lessee to comply with the terms of this Section 5, in accordance with the required timetable, shall be considered a material breach of this Agreement.

6. **Sublet.** Lessee further agrees that he will not sublet any part or portion of the Hangar or land leased, nor will he sell or assign this Lease Agreement or his rights hereunder, without the prior written consent of the Authority.

76. **Compliance with Law.** Lessee further agrees to abide by any rule or regulation of the Authority or any other State, local or Federal Agency, in regard to his use of the Hangar, land leased or his airplane at the airport, and Lessee further agrees that any law, rule or regulation of the Authority or any State, local or Federal Agency shall be considered as incorporated herein

and a part of this Agreement in a like manner as if such laws, rules and regulations were repeated here verbatim.

**87. Lien.** To the extent permitted, Lessee agrees to grant to the Authority a garage keeper's lien as security for any unpaid rental obligation provided herein as may be authorized by the Aeronautics Code of the State of Michigan, MCL 259.205 et seq. Lessee further agrees and acknowledges that the Authority shall have the rights and privileges of an "owner" as set forth in the Michigan Self-Service Storage Facility Act, being MCL 570.521 et seq. With respect to the Hangar transferred, Lessee shall not permit the placement of a lien against said Hangar or land leased under the Michigan Construction Lien Act, being MCL 570.1101 et seq. or any other law.

**98. Default.** Should Lessee default under any of the terms of this Agreement, including the improvement and financial commitment required in Section 5, said default shall be considered a material default of this Agreement. Should Lessee default in any provision of this Lease Agreement, the Authority shall provide Lessee with written notice of the default and provide Lessee with thirty (30) days to cure the default. Should Lessee, after being provided notice of default, fail to cure the default in the time provided, this Lease shall terminate and Lessee shall vacate the property. Notwithstanding the above language, default, and the right to cure a default, for nonpayment of rent shall be controlled by the language in Section 1.

**109. Transfer of Hangar.** Should Lessee default under the terms of this Lease and vacate, or be ordered to vacate, the leased premises, the Hangar, after inspection by the Authority and at the Authority's option, shall remain and all right, title and interest in the Hangar shall transfer from Lessee to the Authority. Should the Authority determine that it does not desire the transfer to it of the Hangar, the Hangar shall be removed and disposed of by Lessee, at Lessee's cost. Further, at the end of the thirty-year term of this Agreement the Authority shall have the right, at its

option, to require the transfer by the Lessee to the Authority of Lessee's right, title and interest in the Hangar by appropriate bill of sale for the sum of \$1.00, or require Lessee to remove and dispose of the Hangar.

119. **Costs.** Should the Authority be required to undertake legal action to enforce any provision contained within this Agreement it shall be entitled to recover from Lessee its costs and actual attorney fees incurred.

124. **Notices.** Any notice required to be sent to either party shall be considered to have been received by the other party if mailed by first class mail to the parties address as indicated in this Agreement. Either party may change his/its address for purpose of this paragraph by providing written notice to the other party of the change in address.

139. **Miscellaneous.** This Agreement constitutes the entire understanding between the parties and there are no oral agreements and/or representations and this Agreement may not be modified except by another suitable instrument in writing signed by the parties hereto. This Agreement shall be construed in accordance with the laws of the state of Michigan. The above terms and conditions shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

NOTICE TO LESSEE: If you fail to make your required payments, you will have to vacate the hangar or your property may later be sold at a public sale. Before the sale, you will be notified by first-class mail or by electronic mail of the amount due. The notice will be mailed to your last known address. In order to preserve your right to be notified, it is important that you notify the Authority in writing of any change in your mailing address. Also, you should supply the Authority with the name and address of another person who can reach you if you are not at your mailing address, and the Authority will notify that person at the same time and in the same manner as it notifies you.

Lessee N-number \_\_\_\_\_

Phone number \_\_\_\_\_

Email address \_\_\_\_\_

Dated: \_\_\_\_\_

Manistee Blacker Airport Authority  
Lessor

By: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ryan Shively, Lessee

**BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS**, That the Manistee Blacker Airport Authority, a body corporate under the provisions of Act 206, Public Acts of 1957, as amended, of the State of Michigan, of 2323 Airport Road, Manistee, Michigan 49660, , Seller, for and in consideration of the sum of One (\$1.00) Dollar, along with certain other considerations contained within the parties Lease Agreement dated \_\_\_\_\_, 2019, paid by Ryan Shively, of 4395 West Fox Farm Road, Manistee, MI 49660, Purchaser, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the Purchaser, all the right title and interest in and to the American Boxboard Hangar located at the Manistee County Blacker Airport. The property being conveyed is only the personal property constituting the described Hangar and all fixtures there with, but no interest in the underlying real estate, which is owned by the Seller..

Seller represents and warrants that Seller has good and marketable title to said property, free and clear of all security interests, liens, encumbrances and restrictions.

SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Property is sold AS IS, WHERE IS.

IN WITNESS WHEREOF, \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Signed, Sealed and Delivered  
in the Presence of:

Manistee Blacker Airport Authority, Seller

\_\_\_\_\_  
By: \_\_\_\_\_ L.S.

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF MANISTEE    )

\_\_\_\_\_, being duly sworn, deposes and says that he is \_\_\_\_\_ of the Seller named in the within Bill of Sale, that he has personal knowledge of the facts, and that the consideration of said instrument was actual and adequate, and that the same was given in good faith for the purpose therein set forth, and not for the purpose of security, or for defrauding creditors of the Seller or subsequent purchasers.

Subscribed and sworn to before me \_\_\_\_\_, 2019.

\_\_\_\_\_

Notary Public, Manistee County, MI  
My Commission Expires:

Prepared by:  
Mika Meyers, PLC  
By: George V. Saylor, III  
Attorneys at Law  
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