

IONIA COUNTY AIRPORT BOARD

**May 14, 2024 - 1:30 p.m.
Airport Terminal Building**

Meeting Agenda

1. Call to Order
2. Approval of the Agenda
3. Approval of the Minutes of the Regular Meeting held on March 12, 2024
4. Review of Revenue & Expenditure Report
 - A. Approval of March and April 2024 Expenditures
5. Public Comment (three-minute limit per speaker)
6. Unfinished Business:
 - A.
8. New Business:
 - A. Approval of MDOT Contract 2024-0489
 - B. Resolution Designating signer of contracts, grants, and certifications
9. Report from Matt Kuhns, Airport Manager
10. Miscellaneous
11. Adjourn



IONIA COUNTY BOARD OF COMMISSIONERS

David Hodges, Chairman

March 12, 2024, 1:30 p.m.
Airport Board Minutes

Members Present: County Commissioner David Hodges, County Commissioner Scott Wirtz,
County Commissioner Jack Shattuck

Members Absent:

Other Present: County Administrator Patrick Jordan, County Clerk Greg Geiger

- I. Call to Order
Wirtz called the meeting to order at 1:30 p.m.
- II. Approval of Agenda
Board discussed agenda.
Motion to Approve Agenda
Moved by Shattuck
Supported by Hodges
Motion carried by voice vote
- III. Approval of Minutes
Board discussed approval of the previous minutes.
Motion to Approve Minutes
Moved by Shattuck
Supported by Hodges
Motion carried by voice vote
- IV. Review of Revenue and Expenditure Report
Board reviewed the December 2023 Report.
Motion to Approve Report
Moved by Shattuck
Supported by Hodges
Motion carried by voice vote
- V. Public Comment
No public comment.
- VI. Unfinished Business
No unfinished business



IONIA COUNTY BOARD OF COMMISSIONERS

David Hodges, Chairman

VII. New Business

Board discussed contract with MSU for building lease. FAA requires contract, Airport is responsible for financials, Patrick to discuss with Bill He

Zoning Board, meet before next meeting, Matt has list of potential members,

VIII. Reports from Airport Manager Matt Kuhns

Kuhns reported on fuel sales, mower, replacement of snowplow, drain tile washouts.

Discussion regarding snow removal equipment shed. Mead and Hunt engineer discussed SRE project, 40x40 shed, federal, state, and local share, and overall cost.

Update on apron project, sponsor contract and notice of award.

IX. Miscellaneous

No miscellaneous items.

X. Adjournment

Motion to Adjourn.

Moved by Hodges

Supported by Shattuck

Motion carried by voice vote

REVENUE AND EXPENDITURE REPORT FOR COUNTY OF IONIA
Balances as of 03/31/2024
% Fiscal Year Completed: 24.86
Fund 581 - AIRPORT FUND

GL Number		Description	2024 Amended Budget	YEAR-TO-DATE THRU 03/31/24	ACTIVITY FOR MONTH ENDED 03/31/2024	Available Balance	% Used
Revenues							
Department 500.000: AIRPORT							
581-500.000-600.200		FEES	2,600.00	0.00	0.00	2,600.00	0.00
581-500.000-642.000		SALES - FUEL					
03/04/2024	GJ	RCRD AIRPORT FUEL SALES		426750	263.54	JE# 90037625	
03/05/2024	GJ	RCRD AIRPORT FUEL SALES		426761	165.71	JE# 90037631	
03/05/2024	GJ	RCRD AIRPORT FUEL SALES		426762	693.25	JE# 90037632	
03/05/2024	GJ	RCRD AIRPORT FUEL SALES		426763	477.03	JE# 90037633	
03/06/2024	GJ	RCRD AIRPORT FUEL SALES		426806	80.41	JE# 90037651	
03/08/2024	GJ	RCRD AIRPORT FUEL SALES		426859	244.95	JE# 90037676	
03/11/2024	GJ	RCRD AIRPRT FUEL SALES		427268	283.32	JE# 90037684	
03/13/2024	GJ	RCRD AIRPORT FUEL SALES		427327	513.97	JE# 90037713	
03/14/2024	GJ	RCRD AIRPORT FUEL SALES		427368	194.60	JE# 90037721	
03/15/2024	GJ	RCRD AIRPORT FUEL SALES		427410	860.22	JE# 90037730	
03/18/2024	GJ	RCRD AIRPORT FUEL SALES		427430	394.70	JE# 90037753	
03/19/2024	GJ	RCRD AIRPORT FUEL SALES		427442	414.25	JE# 90037763	
03/19/2024	GJ	RCRD AIRPORT FUEL SALES		427443	1,017.99	JE# 90037764	
03/19/2024	GJ	RCRD AIRPORT FUEL SALES		427444	161.04	JE# 90037765	
03/21/2024	GJ	AIRPORT FUEL		427492	55.20	JE# 90037779	
03/25/2024	GJ	RCRD AIRPORT FULE SALES		427567	718.50	JE# 90037800	
03/26/2024	GJ	RCRD AIRPORT FUEL SALES		427968	541.99	JE# 90037803	
03/26/2024	GJ	RCRD AIRPORT FUEL SALES		427969	855.89	JE# 90037804	
03/28/2024	CR	SALES - FUEL		428022	5,488.78	Receipt #: 240001033	
581-500.000-642.000		SALES - FUEL	170,000.00	27,352.49	13,425.34	142,647.51	16.09
581-500.000-664.500		RENT					
03/13/2024	CR	RENT-SHACK RENTAL		427335	800.00	Receipt #: 240000833	
581-500.000-664.500		RENT	9,000.00	2,400.00	800.00	6,600.00	26.67
581-500.000-664.550		AIRPORT LAND LEASE					
03/01/2024	CR	RENT, AIRPORT LAND LEASE		426716	1,689.27	Receipt #: 240000720	
03/28/2024	CR	RENT, AIRPORT LAND LEASE		428022	1,669.67	Receipt #: 240001033	
581-500.000-664.550		AIRPORT LAND LEASE	40,000.00	10,883.59	3,358.94	29,116.41	27.21
581-500.000-664.552		RENT, AIRPORT FARMLAND LEASE	7,640.00	0.00	0.00	7,640.00	0.00
581-500.000-664.553		AIRPORT "T" HANGAR RENT					
03/01/2024	CR	RENT, AIRPORT COUNTY HANGAR LEASE		426716	720.00	Receipt #: 240000720	
03/05/2024	CR	RENT, AIRPORT COUNTY HANGAR LEASE		426778	1,551.00	Receipt #: 240000758	
03/13/2024	CR	RENT, AIRPORT COUNTY HANGAR LEASE		427335	880.00	Receipt #: 240000833	
03/21/2024	CR	RENT, AIRPORT COUNTY HANGAR LEASE		427507	660.00	Receipt #: 240000960	
03/28/2024	CR	RENT, AIRPORT COUNTY HANGAR LEASE		428022	500.00	Receipt #: 240001033	
581-500.000-664.553		AIRPORT "T" HANGAR RENT	50,000.00	12,414.50	4,311.00	37,585.50	24.83
581-500.000-671.000		OTHER REVENUE	1,000.00	0.00	0.00	1,000.00	0.00
581-500.000-699.101		TRANSFER IN - GENERAL FUND	25,000.00	0.00	0.00	25,000.00	0.00
Total - Dept 500.000			305,240.00	53,050.58	21,895.28	252,189.42	17.38

REVENUE AND EXPENDITURE REPORT FOR COUNTY OF IONIA
Balances as of 03/31/2024
% Fiscal Year Completed: 24.86
Fund 581 - AIRPORT FUND

GL Number	Description	2024 Amended Budget	YEAR-TO-DATE THRU 03/31/24	ACTIVITY FOR MONTH ENDED 03/31/2024	Available Balance	% Used
Revenues						
Total Revenues		305,240.00	53,050.58	21,895.28	252,189.42	17.38
Expenditures						
Department 500.000: AIRPORT						
581-500.000-701.200	WAGES - PER DIEM	1,000.00	0.00	0.00	1,000.00	0.00
581-500.000-715.001	BENEFITS - FICA	50.00	0.00	0.00	50.00	0.00
581-500.000-715.100	BENEFITS - HEALTH INSURANCE	500.00	0.00	0.00	500.00	0.00
581-500.000-726.910	SUPPLIES - GASOLINE					
03/15/2024 AP	AIRPORT FUEL PURCHASE		426942 14,226.48	Inv #: '144545' Vendor 'ARR05'		
03/15/2024 AP	OVERAGES		427147 581.60	Inv #: 'FEBRUARY 2024' Vendor 'MKA00'		
581-500.000-726.910	SUPPLIES - GASOLINE	145,000.00	14,808.08	14,808.08	130,191.92	10.21
581-500.000-801.050	SERVICES - CONSULTANTS	2,500.00	295.00	0.00	2,205.00	11.80
581-500.000-801.821	SERVICES - AIRPORT MANAGER					
03/15/2024 AP	AIRPORT MANAGER FEES		427146 8,976.66	Inv #: 'MARCH 2024' Vendor 'MKA00'		
581-500.000-801.821	SERVICES - AIRPORT MANAGER	112,000.00	27,679.14	8,976.66	84,320.86	24.71
581-500.000-801.900	SERVICES - VEHICLE MAINTENANCE	1,000.00	0.00	0.00	1,000.00	0.00
581-500.000-850.800	OPERATING - UTILITIES					
03/15/2024 AP	ELECTRIC: 468 SPRAGUE RD HNGR 328		427016 56.74	Inv #: '202165251454' Vendor 'CON01'		
03/15/2024 AP	ELECTRIC: 468 SPRAGUE RD ADMIN BLDG		427017 164.45	Inv #: '202699190640' Vendor 'CON01'		
03/15/2024 AP	GAS: 468 SPRAGUE RD ADMIN BLDG		427018 114.28	Inv #: '202699190641' Vendor 'CON01'		
03/15/2024 AP	ELETRIC: 510 SPRAGUE RD		427019 163.74	Inv #: '202699190642' Vendor 'CON01'		
03/15/2024 AP	ELECTRIC: 468 E SPRAGUE RD A 1399		427020 89.50	Inv #: '202699190643' Vendor 'CON01'		
03/15/2024 AP	GAS: 3147 S STATE RD		426996 108.73	Inv #: '203945053690' Vendor 'CON01'		
03/15/2024 AP	ELECTRIC: 468 SPRAGUE RD HNGR 142		427014 31.17	Inv #: '204212049716' Vendor 'CON01'		
03/15/2024 AP	ELECTRIC: 468 SPRAGUE RD HNGR 357		427021 32.38	Inv #: '204567998527' Vendor 'CON01'		
03/15/2024 AP	ELECTRIC: 3146 S STATE RD		427022 234.01	Inv #: '204656982703' Vendor 'CON01'		
03/15/2024 AP	ELECTRIC: 468 SPRAGUE RD HNGR 266		426995 96.76	Inv #: '205368874132' Vendor 'CON01'		
03/15/2024 AP	ELECTRIC: 468 SPRAGUE RD HNGR 204		426997 29.18	Inv #: '205368876003' Vendor 'CON01'		
03/15/2024 AP	ELETRIC: 468 SPRAGUE RD HNGR 109		427023 29.46	Inv #: '205724820007' Vendor 'CON01'		
03/15/2024 AP	ELETRIC: 468 SPRAGUE RD HNGR 390		427015 29.90	Inv #: '205724820008' Vendor 'CON01'		
03/15/2024 AP	GAS: 3147 S STATE RD UNIT 2		426994 131.83	Inv #: '206614426236' Vendor 'CON01'		
581-500.000-850.800	OPERATING - UTILITIES	10,500.00	2,732.25	1,312.13	7,767.75	26.02
581-500.000-955.001	OTHER - INSURANCE & BONDS	2,600.00	2,553.00	0.00	47.00	98.19
581-500.000-955.990	OTHER-MISCELLANEOUS					
03/15/2024 AP	AIRPORT FUEL SALES TAX		427212 360.43	Inv #: 'FEBRUARY 2024' Vendor 'STA160'		
581-500.000-955.990	OTHER-MISCELLANEOUS	8,000.00	617.48	360.43	7,382.52	7.72
Total - Dept 500.000		283,150.00	48,684.95	25,457.30	234,465.05	17.19
Total Expenditures		283,150.00	48,684.95	25,457.30	234,465.05	17.19

REVENUE AND EXPENDITURE REPORT FOR COUNTY OF IONIA
Balances as of 03/31/2024
% Fiscal Year Completed: 24.86
Fund 581 - AIRPORT FUND

GL Number	Description	2024 Amended Budget	YEAR-TO-DATE THRU 03/31/24	ACTIVITY FOR MONTH ENDED 03/31/2024	Available Balance	% Used
NET OF REVENUES AND EXPENDITURES		22,090.00	4,365.63	(3,562.02)	17,724.37	

Balances as of 04/30/2024

% Fiscal Year Completed: 33.06

Fund 581 - AIRPORT FUND

GL Number	Description	2024 Amended Budget	YEAR-TO-DATE THRU 04/30/24	ACTIVITY FOR MONTH ENDED 04/30/2024	Available Balance	% Used
Revenues						
Department 000.000: GENERAL						
581-000.000-664.001	INVESTMENT INTEREST					
04/03/2024	GJ DECEMBER 2023 INTEREST ALLOCATION		428131	111.31	JE# 90037873	
04/03/2024	GJ INTEREST ALLOCATION JAN 24		428133	70.60	JE# 90037875	
04/03/2024	GJ INTEREST ALLOCATION FEB 24		428135	35.52	JE# 90037877	
04/12/2024	GJ CLASS INTEREST ALLOCATION JAN 24		428789	158.17	JE# 90037977	
04/12/2024	GJ CLASS INTEREST ALLOCATION FEB 24		428795	151.15	JE# 90037983	
04/12/2024	GJ CLASS INTEREST ALLOCATION MAR 24		428796	259.49	JE# 90037985	
04/16/2024	GJ MERC BANK INTEREST ALLOCATION MARCH 24		428860	33.64	JE# 90038004	
581-000.000-664.001	INVESTMENT INTEREST	0.00	819.88	819.88	(819.88)	100.00
Total - Dept 000.000		0.00	819.88	819.88	(819.88)	100.00
Department 500.000: AIRPORT						
581-500.000-600.200	FEES	2,600.00	0.00	0.00	2,600.00	0.00
581-500.000-642.000	SALES - FUEL					
04/01/2024	GJ RCRD AIRPORT FUEL SALES		428081	185.49	JE# 90037856	
04/02/2024	GJ RCRD AIRPORT FUEL SALES		428101	1,003.32	JE# 90037863	
04/03/2024	GJ RCRD AIRPORT FUEL SALES		428142	200.54	JE# 90037884	
04/08/2024	GJ RCRD AIRPORT FUEL SALES		428341	215.26	JE# 90037923	
04/09/2024	GJ RCRD AIRPORT FUEL SALES		428708	866.88	JE# 90037931	
04/09/2024	GJ RCRD AIRPORT FUEL SALES		428709	226.12	JE# 90037932	
04/09/2024	GJ RCRD AIRPORT FUEL SALES		428710	487.50	JE# 90037933	
04/10/2024	GJ RCRD AIRPORT FUEL SALES		428733	48.74	JE# 90037958	
04/11/2024	GJ RCRD AIRPORT FUEL SALES		428768	168.24	JE# 90037971	
04/12/2024	GJ RCRD AIRPORT FUEL SALES		428790	528.74	JE# 90037978	
04/16/2024	GJ RCRD AIRPORT FUEL SALES		428858	211.97	JE# 90038006	
04/17/2024	GJ RCRD AIRPORT FUEL SALES		428892	627.59	JE# 90038026	
04/18/2024	GJ RCRD AIRPORT FUEL SALES		428907	226.04	JE# 90038036	
04/19/2024	CR SALES - FUEL		428943	5,005.35	Receipt #: 240001246	
04/22/2024	GJ RCRD AIRPORT FUEL SALES		429304	142.81	JE# 90038055	
04/23/2024	GJ AIRPORT FUEL		429333	421.12	JE# 90038062	
04/23/2024	GJ AIRPORT FUEL SALES		429334	424.40	JE# 90038063	
04/23/2024	GJ AIRPORT FUEL SALES		429335	239.07	JE# 90038064	
04/24/2024	GJ RCRD AIRPORT FUEL SALES		429349	92.46	JE# 90038079	
581-500.000-642.000	SALES - FUEL	170,000.00	38,674.13	11,321.64	131,325.87	22.75
581-500.000-664.500	RENT					
04/08/2024	CR RENT-SHACK RENTAL		428325	800.00	Receipt #: 240001115	
581-500.000-664.500	RENT	9,000.00	3,200.00	800.00	5,800.00	35.56
581-500.000-664.550	AIRPORT LAND LEASE					
04/19/2024	CR RENT, AIRPORT LAND LEASE		428943	2,129.47	Receipt #: 240001246	
581-500.000-664.550	AIRPORT LAND LEASE	40,000.00	13,013.06	2,129.47	26,986.94	32.53
581-500.000-664.552	RENT, AIRPORT FARMLAND LEASE	7,640.00	0.00	0.00	7,640.00	0.00
581-500.000-664.553	AIRPORT "T" HANGAR RENT					
04/08/2024	CR RENT, AIRPORT COUNTY HANGAR LEASE		428325	2,041.60	Receipt #: 240001115	
04/09/2024	CR RENT, AIRPORT COUNTY HANGAR LEASE		428718	2,006.40	Receipt #: 240001126	

05/09/2024 09:20 AM
User: JELLIOTT
DB: Ionia Gl

REVENUE AND EXPENDITURE REPORT FOR COUNTY OF IONIA
Balances as of 04/30/2024
% Fiscal Year Completed: 33.06
Fund 581 - AIRPORT FUND

Page: 2/3

GL Number	Description	2024 Amended Budget	YEAR-TO-DATE THRU 04/30/24	ACTIVITY FOR MONTH ENDED 04/30/2024	Available Balance	% Used
Revenues						
Department 500.000: AIRPORT						
04/18/2024	CR RENT, AIRPORT COUNTY HANGAR LEASE		428925	2,156.00	Receipt #: 240001237	
04/19/2024	CR RENT, AIRPORT COUNTY HANGAR LEASE		428943	500.00	Receipt #: 240001246	
581-500.000-664.553	AIRPORT "T" HANGAR RENT	50,000.00	19,118.50	6,704.00	30,881.50	38.24
581-500.000-671.000	OTHER REVENUE	1,000.00	0.00	0.00	1,000.00	0.00
581-500.000-699.101	TRANSFER IN - GENERAL FUND	25,000.00	0.00	0.00	25,000.00	0.00
Total - Dept 500.000		305,240.00	74,005.69	20,955.11	231,234.31	24.25
Total Revenues		305,240.00	74,825.57	21,774.99	230,414.43	24.51
Expenditures						
Department 500.000: AIRPORT						
581-500.000-701.200	WAGES - PER DIEM	1,000.00	0.00	0.00	1,000.00	0.00
581-500.000-715.001	BENEFITS - FICA	50.00	0.00	0.00	50.00	0.00
581-500.000-715.100	BENEFITS - HEALTH INSURANCE	500.00	0.00	0.00	500.00	0.00
581-500.000-726.800	SUPPLIES - BUILDING MAINTENANCE					
04/26/2024	AP AIRPORT		429222	3,637.97	Inv #: '63671' Vendor 'SPA20'	
581-500.000-726.800	SUPPLIES - BUILDING MAINTENANCE	0.00	3,637.97	3,637.97	(3,637.97)	100.00
581-500.000-726.910	SUPPLIES - GASOLINE	145,000.00	14,808.08	0.00	130,191.92	10.21
581-500.000-801.050	SERVICES - CONSULTANTS	2,500.00	295.00	0.00	2,205.00	11.80
581-500.000-801.821	SERVICES - AIRPORT MANAGER					
04/12/2024	AP AIRPORT MANAGER FEES		428559	8,976.66	Inv #: 'APRIL 2024' Vendor 'MKA00'	
581-500.000-801.821	SERVICES - AIRPORT MANAGER	112,000.00	36,655.80	8,976.66	75,344.20	32.73
581-500.000-801.900	SERVICES - VEHICLE MAINTENANCE	1,000.00	0.00	0.00	1,000.00	0.00
581-500.000-850.800	OPERATING - UTILITIES					
04/12/2024	AP `ELECTRIC: 468 SPRAGUE ES HNDR 266		428405	65.82	Inv #: '103049228408' Vendor 'CON01'	
04/12/2024	AP ELECTRIC: 468 SPRAGUE RD HNDR 357		428410	33.87	Inv #: '201186465273' Vendor 'CON01'	
04/12/2024	AP ELECTRIC: 468 SPRAGUE RD HNDR 328		428411	68.34	Inv #: '202254306971' Vendor 'CON01'	
04/12/2024	AP ELECTRIC: 468 SPRAGUE RD HNDR 204		428407	29.35	Inv #: '203144194953' Vendor 'CON01'	
04/12/2024	AP ELECTRIC: 468 SPRAGUE RD ADMIN BLDG		428416	188.06	Inv #: '203767122326' Vendor 'CON01'	
04/12/2024	AP GAS: 468 SPRAGUE RD ADMIN BLDG		428415	115.52	Inv #: '203767122327' Vendor 'CON01'	
04/12/2024	AP ELECTRIC: 510 SPRAGUE RD		428414	159.97	Inv #: '203767122328' Vendor 'CON01'	
04/12/2024	AP ELECTRIC: 468 E SPRAGUE RD A 1399		428413	86.28	Inv #: '203767122329' Vendor 'CON01'	
04/12/2024	AP ELECTRIC: 3146 S STATE RD		428412	302.82	Inv #: '204034101312' Vendor 'CON01'	
04/12/2024	AP ELECTRIC: 468 SPRAGUE RD HNDR 109		428418	29.21	Inv #: '206080785998' Vendor 'CON01'	
04/12/2024	AP ELECTRIC: 468 SPRAGUE RD HNDR 390		428417	29.50	Inv #: '206080785999' Vendor 'CON01'	
04/12/2024	AP GAS: 3147 S STATE RD		428406	62.41	Inv #: '206169713601' Vendor 'CON01'	
04/26/2024	AP ELECTRIC: 468 SPRAGUE RD HNDR 142		429086	31.07	Inv #: '203945116090' Vendor 'CON01'	
581-500.000-850.800	OPERATING - UTILITIES	10,500.00	3,934.47	1,202.22	6,565.53	37.47

REVENUE AND EXPENDITURE REPORT FOR COUNTY OF IONIA
Balances as of 04/30/2024
% Fiscal Year Completed: 33.06
Fund 581 - AIRPORT FUND

GL Number	Description	2024 Amended Budget	YEAR-TO-DATE THRU 04/30/24	ACTIVITY FOR MONTH ENDED 04/30/2024	Available Balance	% Used
Expenditures						
Department 500.000: AIRPORT						
581-500.000-955.001	OTHER - INSURANCE & BONDS	2,600.00	2,553.00	0.00	47.00	98.19
581-500.000-955.990	OTHER-MISCELLANEOUS					
04/12/2024	AP FUEL SALES TAX		428636	449.24	Inv #: 'MARCH 2024' Vendor 'STA160'	
581-500.000-955.990	OTHER-MISCELLANEOUS	8,000.00	1,066.72	449.24	6,933.28	13.33
Total - Dept 500.000		283,150.00	62,951.04	14,266.09	220,198.96	22.23
Total Expenditures		283,150.00	62,951.04	14,266.09	220,198.96	22.23
NET OF REVENUES AND EXPENDITURES		22,090.00	11,874.53	7,508.90	10,215.47	

MICHIGAN DEPARTMENT OF TRANSPORTATION

IONIA COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and the Ionia County Board of Commissioners (AGENCY) for the purpose of setting forth the obligations and intent of MDOT and the AGENCY as they pertain to the lease, operation, and maintenance of a Weather Observation and Data Dissemination System (SYSTEM) at the Ionia County Airport in Ionia, Michigan, to enhance aviation safety and efficiency.

Recitals:

The SYSTEM is made up of three components or subsystems, commonly known as (a) the Automated Weather Observation System (AWOS), (b) a system to collect the AWOS data for national dissemination (Data Collection System), and (c) a Weather Briefing System; and

The AWOS is owned by MDOT and leased to the AGENCY in accordance with the terms of this Contract.

The parties agree that:

THE AGENCY WILL:

1. Retain ownership of all components of the Weather Briefing System but not the Data Collection System or the AWOS and its ancillary components.
2. Provide the following:
 - a. For the AWOS component:
 - i. A location within the airport's boundaries that meets the installation requirements of the current version of Federal Aviation Administration (FAA) Order 6560.20.
 - ii. A location within the terminal building for the AWOS data display. Access by pilots to this location will be available at least during normal business hours and preferably 24 hours a day.

- b. For the Data Collection System component:
 - i. A location within the terminal building for the computer equipment.
 - ii. One Dynamic Host Configuration Protocol (DHCP) or static internet protocol (static IP) wired internet access port for data dissemination traffic and remote maintenance monitoring. If suitable service cannot be offered, the State of Michigan may provide suitable broadband service for an additional fee.
- c. For the Weather Briefing System component:
 - i. All necessary hardware, software, and internet service to allow access to the secure website of the weather briefing service provider for an additional fee; or
 - ii. All necessary hardware, software, and internet service to allow access to the FAA's aviationweather.gov website; or
 - iii. Public internet access available within the terminal building, publicly displayed, and available 24 hours a day with documents/posters of free apps and internet tools available for pre-flight planning purposes; and
 - iv. A location within the terminal building for the computer hardware that is available to pilots during the terminal building's normal business hours.
- 3. Provide one local telephone line and electrical power in accordance with the following:
 - a. The telephone line must be a single party line dedicated to the AWOS component.
 - b. Electrical power requirements:
 - i. 240V, 60Hz, 15 amps, or greater circuit dedicated to the AWOS component.
 - ii. 120V, 60Hz, 15 amps, or greater circuit for computer hardware provided by the AGENCY for the Weather Briefing System component and Data Collection System component.
 - iii. Pumps, motors, and similar units must be on a separate circuit.
- 4. Not charge users for direct or telephone dial-up access to the AWOS, public internet access, or use of the computer provided by the AGENCY for access to the selected website for the weather briefing service (provider service or aviationweather.gov).

5. Provide MDOT, its maintenance representative, and/or the Data Collection System service provider (Provider) with access to the SYSTEM upon advance notice for maintenance and for installation, if necessary.
6. Pay one hundred percent (100%) of the operational costs for electrical power usage, the telephone line, and internet service. These costs cannot be applied as credit toward the AGENCY's fifty percent (50%) share of the maintenance costs and service charges.
7. Pay MDOT fifty percent (50%) of the maintenance costs and SYSTEM service charges incurred by MDOT, including administrative costs and costs of scheduled and unscheduled work performed under this Contract, upon being invoiced by MDOT. (See Attachment 1 for AWOS maintenance costs that could be incurred by MDOT.) Maintenance costs incurred by the AGENCY will not be included in the total costs incurred by MDOT, nor will they be applied as credit toward the AGENCY's fifty percent (50%) share of the maintenance costs and service charges.
8. Pay one hundred percent (100%) of the costs to repair any damage to the SYSTEM caused by the AGENCY, its workforce, or any subconsultant hired by the AGENCY. If MDOT conducts these repairs, the AGENCY will be invoiced for one hundred percent (100%) of the costs. The AGENCY must pay MDOT directly for reimbursement of these repair costs and may file a claim with its insurance company for reimbursement. (See Section 12 below.)
9. Pay one hundred percent (100%) of the costs to repair damaged underground AWOS cables. If MDOT conducts these repairs, the AGENCY will be invoiced for one hundred percent (100%) of the costs. The AGENCY must pay MDOT directly for reimbursement of these repair costs and may file a claim with its insurance company for reimbursement. (See Section 12 below.) The AGENCY will not be liable for any costs for repairs to any AWOS cable damaged by MDOT.
10. Perform at its sole expense the following maintenance activities:
 - a. Keep the area within one hundred (100) feet of the AWOS mowed to a height not to exceed ten (10) inches.
 - b. Protect the integrity of any underground cables by preventing any trenching, plowing, grading, or tilling over them.
 - c. Protect the area within one thousand (1,000) feet of the AWOS wind sensors by preventing any construction, preventing the storage of large aircraft, clearing those trees identified by MDOT, and controlling the growth of all trees and vegetation in the area, including preventing the growth of any vegetation within the stone pad area around the AWOS and removing any vegetation that grows within this pad.

- d. Provide assistance to MDOT, the Provider, and the weather briefing service provider for minor troubleshooting, such as checking telephone circuits for dial tone, verifying internet connectivity, making visual inspections of sensors and external wiring, resetting circuit breakers and equipment, making display and equipment checks, replacing units, and resolving telecommunication/internet connection issues.
 - e. Clear snow to allow access to the AWOS, as necessary.
11. Not modify the SYSTEM in any way without the express written consent of MDOT, the FAA, and/or the Provider.
12. The AGENCY or its operators and vendors will maintain, for the duration of this Contract, insurance of the types and amounts provided herein with insurance companies authorized to do business in the State of Michigan. Such insurance will cover all operations under this Contract. The AGENCY will furnish MDOT with (a) certificate(s) of insurance in a form satisfactory to MDOT. The certificate(s) will provide that the policies will not be changed or cancelled until thirty (30) days written notice of change or cancellation is given to MDOT. In the event that a written notice of material change or cancellation is given, MDOT may, at its option, terminate this Contract. The State of Michigan and its departments, agents, boards, commissions, and all employees thereof will be named as additional insureds on all liability policies relating to the providing of services under this Contract.
- a. Workers' Compensation Insurance providing coverage consistent with the workers' compensation statutes and rules for the State of Michigan. Employers' Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence will be provided.
 - b. Comprehensive General Liability Insurance providing limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate will be provided. Property damage limits of at least One Hundred Thousand Dollars (\$100,000.00) will be included. A combined single limit policy of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate may be utilized. Coverage will include minimum personal injury protection and contractual liability.
 - c. Property Insurance providing replacement cost coverage for the systems, including all cabling, that are a part of this Contract. Coverage will be in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per occurrence.
13. Allow MDOT to review all new construction plans for compliance with current AWOS siting standards as set forth in the latest version of FAA Order 6560.20.

14. Comply with any and all federal, state, and local statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Contract.

MDOT WILL:

15. Arrange with the Provider for the installation of the Data Collection System, if necessary.
16. Make arrangements with the weather briefing service provider for access to its secure website, if necessary.
17. Retain ownership of the AWOS and ancillary components.
18. Lease the AWOS to the AGENCY for the life of this Contract. MDOT will invoice the AGENCY a fixed cost of Ten Dollars (\$10.00) per year.
19. Install the AWOS, its ancillary components, and the Data Collection System on the airport property at the location(s) selected in accordance with the provisions of Sections 2(a)(i) and 2(b)(i), respectively.
20. Pay all invoices associated with the continued operation and maintenance of the SYSTEM except the invoices for electrical power, the telephone line, and internet service.
21. Bill the AGENCY at least on an annual basis or more frequently for the following:
 - a. For fifty percent (50%) of the service charges and maintenance costs incurred by MDOT for providing management of the SYSTEM and the entire weather network and for conducting scheduled and unscheduled maintenance of the AWOS. (See Attachment 1 for AWOS maintenance costs that could be incurred by MDOT.)
 - b. For one hundred percent (100%) of the costs incurred by MDOT for repairing damage to the SYSTEM caused by the AGENCY, its workforce, and/or any subconsultant of the AGENCY. MDOT will not invoice the AGENCY for costs incurred to repair any SYSTEM component damaged by MDOT. Components that are damaged during normal maintenance practices will be invoiced in accordance with subsection (a) above, as applicable.
 - c. For one hundred percent (100%) of the costs incurred by MDOT for repairing damaged AWOS cables. MDOT will not bill the AGENCY for costs incurred to repair any AWOS cables damaged by MDOT.

22. Perform the FAA-required scheduled and unscheduled maintenance of the AWOS. MDOT will provide the FAA Form 6030-1 logbook for entry of all maintenance activities.
23. Replace defective boards and components with serviceable spare items from MDOT's inventory of spare items. In addition, MDOT will make necessary arrangements for the purchase of replacement items or for factory repairs when necessary and will pay the factory for those purchases and repairs and for shipping. MDOT will bill the AGENCY for these costs in accordance with Section 21 above.
24. Provide the AGENCY with advance notice of intent to perform scheduled and unscheduled maintenance to allow satisfactory arrangements to be made for access to the SYSTEM.
25. Conduct regular inspections of the siting criteria defined area around the AWOS. MDOT will report any penetrations that may require mitigation promptly to the Airport Manager for mitigation.
26. Train AGENCY personnel on proper procedures for conducting preventative maintenance and cleaning tasks as required for satisfactory AWOS operations.
27. Act as the AGENCY's representative regarding compliance with FAA rules, regulations, advisory circulars, and directives pertaining to the maintenance and operation of the AWOS.
28. Act as the AGENCY's representative regarding compliance with Federal Communications Commission (FCC) rules and regulations, including modification and renewal of the FCC license for the AWOS transmitter.
29. Discontinue the AWOS operation, AWOS lease, data collection service, and/or weather briefing service and remove the associated components in the event of the following:
 - a. The AGENCY does not comply with the provisions of this Contract; or
 - b. The AGENCY no longer wishes to participate in the program.

GENERAL CONDITIONS:

30. The Provider will retain ownership of the Data Collection System.
31. The AGENCY (hereinafter in Appendix A referred to as the "contractor") will comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

32. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the AGENCY, in performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct unfair labor practices, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
33. In addition to the protection afforded by any policy of insurance, the AGENCY agrees to indemnify, defend, and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, the FAA, and all officers, agents, and employees thereof:
- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the CONSULTANT in connection with the CONSULTANT's performance of this Contract; and
 - b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the CONSULTANT's performance of the services under this Contract, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CONSULTANT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, and/or the FAA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Contract, thereby giving the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, and/or the FAA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

34. With regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The AGENCY shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract may have occurred or is threatened to occur. The AGENCY shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract.

35. Either party may terminate this Contract upon sixty (60) days written notice to the other party.
36. The parties agree that this Contract constitutes the entire contract between the parties and supersedes any and all prior contracts or oral understandings.
37. This Contract will be in effect from the date of award through twenty (20) years, unless it is terminated by either party in accordance with Section 35.

38. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

IONIA COUNTY BOARD OF COMMISSIONERS

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director
Approved as to Legal Form
4-4-24 J.S.

The logo for the Michigan Department of Transportation (MDOT) is displayed in the background. It features a green outline of the state of Michigan on the left, with the letters 'MDOT' in a large, blue, serif font to its right. Below 'MDOT', the words 'Michigan Department of Transportation' are written in a smaller, green, sans-serif font.

ATTACHMENT 1

Items Included in AWOS Maintenance Expenses That Could Be Incurred by MDOT

Scheduled Maintenance

- Inspections FAA-required annual and two tri-annual inspections in accordance with the FAA-approved AWOS Manufacturer's Logbook. Expenses include labor and travel.
- Preventative May include, but is not limited to, such items as testing and servicing of uninterruptible power supply (UPS) and batteries, cleaning aspirator fan and tube, measuring processor and ceilometer battery levels, overall cleaning and checking condition of all components. Expenses may include labor, travel, and materials.

Unscheduled Maintenance

- Outages Includes troubleshooting and repairs and may include replacement of defective components with MDOT serviceable spares. May also include the costs to repair defective items by outside facilities and/or the purchase of new replacement items. Expenses include labor, travel, materials, outside vendor repairs and purchases, and shipping.

Administration

Involves a share of the oversight of the entire weather network, and includes activities that are not location-specific but are general in nature to all locations. Expenses include, but are not limited to, contract administration and compliance, system monitoring, calibration and repair of required test equipment and standards, items and supplies purchased that will be used for all locations, and time spent to arrange and coordinate inspection schedules with the FAA and to review Miss Dig tickets.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

IONIA COUNTY AIRPORT BOARD
Local Resolution #

The Ionia County Airport Board enters into contracts, grants, and certifications through Federal and State programs,

and Scott Wirtz has the authority to execute airport sponsor contracts between Ionia County Airport Board and the State of Michigan Department of Transportation, Office of Aeronautics.

If the Designated Signer has changed, the Ionia County Airport Board will contact the State of Michigan Department of Transportation, Office of Aeronautics with the changes.

Be it resolved that the Scott Wirtz of the Ionia County Airport Board, be authorized and directed to execute airport sponsor contracts with the State of Michigan Department of Transportation, Office of Aeronautics on behalf of the Ionia County Airport.

Signature (Optional): _____