

"Menominee County – Where the Best of Michigan Begins"

MENOMINEE COUNTY BOARD OF COMMISSIONERS

*Menominee County Courthouse
839 10th Avenue
Menominee, MI 49858
www.menomineecounty.com*

*Jason Carviou – County Administrator
Sherry DuPont – Administrative Assistant
Telephone: (906) 863-7779 or 863-9648
Fax: (906) 863-8839*

Airport Committee

Tuesday, June 16, 2020 – 4:00 PM

*Menominee County Courthouse – Courtroom B
839 10th Avenue Menominee, MI 49858
(906) 863-7779*

This meeting is open to the public; however, you may also attend the meeting remotely using the information provided below.

BY COMPUTER:

Meeting Link:

<https://menomineecountygovernment.my.webex.com/menomineecountygovernment.my/j.php?MTID=m62632fe2b531c5df5d7766cda0d97d66>

Meeting Number: 126 482 5697

Password: biPddJv5D54

BY PHONE:

Phone Number: 1-408-418-9388

Access Code: 126 482 5697

Password: 24733585

****Note:** Standard telephone and internet rates may apply.

If you have any questions or need assistance with the virtual software, please contact Jason Carviou, County Administrator, at 906-863-9648 (Work), 906-290-0002 (Cell), or by email at JCarviou@menomineeco.com

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call (Commissioners: Gromala, Piche, & Cech)
- D. Approval of the Agenda
- E. Approval of the Previous Minutes (February 18, 2020)
- F. Public Comment (*Statements, not debate, limited to 5 minutes on agenda items only*)
- G. Business
 - FY 19/20 Budget Report
 - Fuel Sales Report
 - Activity Report
 - Community Hangar Roof - Completed
 - Pilosmith, Inc. – Commercial Operating Agreement
 - M & M Aviation LLC – Commercial Operating Agreement
 - Airfield Maintenance
 - Culvert Repair
 - Airport Days – Skydiving
 - August 16, 2020
 - Airport Logging Project
 - FY 20/21 Budget – Discussion
 - Capital Project – Pole Building
 - New Business Items
- H. Public Comment (*Limited to 5 Minutes*)
- I. Commissioner Comment
- J. Adjourn

MENOMINEE COUNTY AIRPORT COMMITTEE

Minutes of Meeting

February 18, 2020

****APPROVED 2/25/2020****

The Menominee County Airport Committee met on February 18, 2020 at 4:05 PM at the Menominee County Courthouse in Menominee, Michigan.

I. Call to Order

The meeting was called to order by Chair Gromala at 4:05 PM.

II. Pledge of Allegiance

The Pledge of Allegiance was recited by those in attendance.

III. Roll Call

Commissioners Present: Chair Gromala, Commissioner Piche, & Commissioner Cech.

Others Present: Jason Carviou, County Administrator & Jeff LaFleur, Lead Operations Technician, and Jeremy Anderson, Operations Technician.

IV. Approval of the Agenda

Motion made by Commissioner Piche, seconded by Commissioner Cech to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY.**

V. Approval of Previous Minutes (January 21, 2020)

Motion made by Commissioner Cech, seconded by Commissioner Piche to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY.**

VI. Public Comment

None

VII. Business

A. Presentation – Civil Air Patrol

Cadets from the Civil Air Patrol (WI-049) made a presentation to the Committee focused on the purpose and opportunities provided by the Civil Air Patrol. The presentation highlighted and supplemented a written report provided to the Committee regarding the activities of the squadron in 2019. The presentation was well-received.

B. Budget/Fuel Sales Report

Per the General Ledger, fuel sales were as follows:

Business Sales -\$14,503.50

Cash Sales - \$0.00

Credit Card Sales - \$26,131.38

Pre-Paid Sales - \$4,549.65

Total Sales - \$45,184.53

Administrator Carviou advised that through January 2020, fuel sales have reached 30% of the anticipated revenue for the year. The benchmark was 33.33%; however, fuel sales are generally lower in the winter months and higher in the summer months.

Only budget concern to watch at this time was OT which 50% of the budgeted amount has already been used through January 2020.

C. Activity Report

Jeff Lafleur advised things have remained mostly slow, which is typical for the winter months. They have had a few large purchases of fuel in February already. Jeff & Jeremy have been staying busy with the last few snowstorms that we have had.

D. Community Hangar Roof – Open Bids/Make Recommendation

Sealed bids received for project RFP 19/20-6 were publicly opened (Bid Recapitulation Attached). Eight different contractors supplied bids for the project. The Committee discussed the options, and narrowed the list to the top three proposals based on price, materials, and warranty. The Committee directed Administrator Carviou to reach out to the top 3 contractors to clarify how much insulation is being included in the proposal. The Committee decided to hold a special meeting prior to the County Board meeting on February 25, 2020 to consider the final three contractors and the additional information.

E. Airport Fence - Update

Administrator Carviou advised that the \$972.00 for this repair was ordered as restitution to the County in an order signed by Judge Jamo on February 17, 2020. The County will receive the money as the Defendant makes payments.

F. Airport Days – August 16, 2020

Administrator Carviou advised that Mark Yankovich and Dennis Hopkins are leading the effort in planning and organizing for the “Airport Days” event on August 16, 2020. They already have the skydivers planned, as well as working on a car show, food vendors, and a variety of other static displays and activities. An update was given on bringing a B-17 Bomber in for the event, the cost would be \$5,500, 500 gallons of fuel, and 5 hotel rooms for the night, and use of the rental vehicles. Administrator Carviou stated he would try to fundraise the money for the bomber and have the hotel rooms donated if the County could possibly absorb the fuel into the contract.

IX. Public Comment

Greg Paulson – Civil Air Patrol, Gate Access Cards, Hangar Roof

Andre Pichette – Civil Air Patrol, Gate Access Cards

X. Commissioner Comment

Commissioner Cech – Commented on the Civil Air Patrol presentation.

XI. Adjournment

Motion made by Commissioner Piche, seconded by Commissioner Cech to adjourn. Vote taken. **MOTION CARRIED UNANIMOUSLY.**

GL NUMBER	DESCRIPTION	2019-20		2019-20		ACTIVITY FOR MONTH 05/31/20 INCR (DECR)	AVAILABLE BALANCE		% BDTG USED	
		ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 05/31/2020	NORM (ABNORM)		NORM (ABNORM)	BALANCE		
Fund 216 - MENOMINEE REGIONAL AIRPORT										
Revenues										
Dept 000										
216-000-633.00	LANDING FEES	8,000.00	8,000.00	6,865.00		625.00	1,135.00		85.81	
216-000-633.01	RAMP/PARKING FEES	100.00	100.00	100.00		0.00	0.00		100.00	
216-000-634.00	ENGINE PRE-HEAT	50.00	50.00	0.00		0.00	50.00		0.00	
216-000-634.01	CARGO HANDLING FEE	250.00	250.00	0.00		0.00	250.00		0.00	
216-000-634.02	AIRPORT DE-ICING	250.00	250.00	75.00		0.00	175.00		30.00	
216-000-642.00	AVIATION FUEL/OIL - BUSINESS	50,000.00	50,000.00	21,371.77		1,678.27	28,628.23		42.74	
216-000-642.01	AVIATION FUEL - CASH	250.00	250.00	0.00		0.00	250.00		0.00	
216-000-642.02	AVIATION FUEL - CREDIT CARD	100,000.00	100,000.00	64,059.52		1,332.55	35,940.48		64.06	
216-000-642.03	SODA MACHINE	100.00	100.00	0.00		0.00	100.00		0.00	
216-000-642.04	Oil Sales - Credit Card	100.00	100.00	13.00		0.00	87.00		13.00	
216-000-642.05	PREPAID FUEL SALES	0.00	10,000.00	10,237.15		1,137.50	(237.15)		102.37	
216-000-670.00	RENT/HANGER LEASE	37,000.00	37,000.00	27,092.27		2,597.21	9,907.73		73.22	
216-000-670.01	RAMP/ TIE DOWN FEE	100.00	100.00	180.00		30.00	(80.00)		180.00	
216-000-672.00	AFTER HOUR FEES	2,000.00	2,000.00	1,375.00		0.00	625.00		68.75	
216-000-672.01	MISCELLANEOUS REVENUE	500.00	500.00	0.00		0.00	500.00		0.00	
216-000-676.00	TERMINAL SIGN DISPLAY	0.00	0.00	1,274.64		999.64	(1,274.64)		100.00	
216-000-699.00	TRANSFERS/APPROPRIATION	119,342.00	109,342.00	89,506.50		0.00	19,835.50		81.86	
216-000-699.01	COUNTY OPERATING TRANSFER	50,000.00	50,000.00	37,500.00		0.00	12,500.00		75.00	
216-000-699.03	TRANSFER IN FROM FUND BALANCE	0.00	36,150.00	0.00		0.00	36,150.00		0.00	
Total Dept 000 - NONE		368,042.00	404,192.00	259,649.85		8,400.17	144,542.15		64.24	
TOTAL REVENUES		368,042.00	404,192.00	259,649.85		8,400.17	144,542.15		64.24	
Expenditures										
Dept 585										
216-585-704.00	SALARIES	92,013.00	92,013.00	54,668.35		7,292.39	37,344.65		59.41	
216-585-706.00	OVERTIME	4,000.00	4,000.00	3,849.08		0.00	150.92		96.23	
216-585-707.00	LONGEVITY	1,000.00	1,000.00	1,000.00		0.00	0.00		100.00	
216-585-712.00	HOSPITAL INSURANCE	36,250.00	36,250.00	26,731.47		3,043.76	9,518.53		73.74	
216-585-713.00	LIFE INSURANCE	60.00	60.00	37.76		9.44	22.24		62.93	
216-585-715.00	FICA-OASDI	5,218.00	5,218.00	3,343.43		404.83	1,874.57		64.07	
216-585-715.01	FICA-MEDI	1,220.00	1,220.00	781.93		94.67	438.07		64.09	
216-585-716.00	WORKMENS COMPENSATION	4,985.00	4,985.00	1,531.48		0.00	3,453.52		30.72	
216-585-718.00	RETIREMENT	3,264.00	3,264.00	1,923.63		261.14	1,340.37		58.93	
216-585-718.01	MERS UNFUNDED LIABILITY	12,708.00	12,708.00	7,909.00		1,059.00	4,799.00		62.24	
216-585-727.00	OFFICE SUPPLIES	500.00	500.00	1.24		0.00	498.76		0.25	
216-585-728.00	OFFICE EQUIPMENT	250.00	250.00	1.79		0.00	248.21		0.72	
216-585-729.00	POSTAGE	250.00	250.00	42.55		2.50	207.45		17.02	
216-585-729.01	MISCELLANEOUS PURCHASES	50.00	50.00	56.98		0.00	(6.98)		113.96	
216-585-742.00	GAS, OIL ETC	0.00	0.00	461.59		52.19	(461.59)		100.00	
216-585-743.00	AVIATION FUEL PURCHASES	85,000.00	85,000.00	46,390.52		0.00	38,609.48		54.58	
216-585-743.01	CREDIT CARD PROCESSING FEES	3,000.00	3,000.00	2,455.50		85.00	544.50		81.85	
216-585-744.00	EQUIPMENT FUEL PURCHASE	6,000.00	6,000.00	3,203.79		0.00	2,796.21		53.40	
216-585-745.00	UNIFORMS	800.00	800.00	0.00		0.00	800.00		0.00	
216-585-755.01	OTHER OPERATING - JANITORIAL	2,000.00	2,000.00	0.00		0.00	2,000.00		0.00	
216-585-755.02	OTHER OPERATING - GENERAL	1,500.00	1,500.00	632.75		29.88	867.25		42.18	
216-585-755.03	LICENSES/PERMITS	500.00	500.00	50.00		0.00	450.00		10.00	
216-585-801.00	PROFESSIONAL/CONTRACTURAL SERVICES	1,500.00	1,500.00	704.40		67.85	795.60		46.96	
216-585-831.00	LIABILITY INSURANCE	12,000.00	12,000.00	10,644.09		0.00	1,355.91		88.70	
216-585-850.00	TELEPHONE/INTERNET	4,600.00	4,600.00	3,176.68		392.46	1,423.32		69.06	
216-585-860.00	TRAVEL/CONFERENCES	1,000.00	1,000.00	0.00		0.00	1,000.00		0.00	
216-585-901.00	ADVERTISING	500.00	500.00	71.34		0.00	428.66		14.27	

PERIOD ENDING 05/31/2020

GL NUMBER	DESCRIPTION	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 05/31/2020 NORM (ABNORM)	ACTIVITY FOR MONTH 05/31/20 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 216 - MENOMINEE REGIONAL AIRPORT							
Expenditures							
216-585-920.00	NATURAL GAS/HEATING	5,000.00	5,000.00	3,523.26	293.00	1,476.74	70.47
216-585-920.01	WATER	1,300.00	1,300.00	317.67	0.00	982.33	24.44
216-585-920.02	SEWER	0.00	0.00	318.30	0.00	(318.30)	100.00
216-585-920.03	ELECTRIC	8,000.00	8,000.00	5,377.56	694.01	2,622.44	67.22
216-585-955.00	AIRPORT SALES TAX	6,500.00	6,500.00	5,960.46	(99.25)	539.54	91.70
216-585-970.00	CAPITAL OUTLAY	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00
216-585-970.03	CAPITAL OUTLAY - ROOF	0.00	36,150.00	12,050.00	0.00	24,100.00	33.33
216-585-981.00	EQUIPMENT MAINTENANCE/PARTS	5,000.00	5,000.00	1,855.27	51.43	3,144.73	37.11
216-585-981.01	AIRFIELD MAINTENANCE/REPAIRS	3,000.00	3,000.00	7,945.20	468.86	(4,945.20)	264.84
216-585-981.02	BUILDING MAINTENANCE/REPAIRS	1,500.00	1,500.00	285.52	0.00	1,214.48	19.03
216-585-984.00	NEW/REPLACEMENT EQUIPMENT	1,500.00	1,500.00	121.84	0.00	1,378.16	8.12
216-585-990.00	AIRPORT LOAN - PRINCIPAL	5,493.00	5,493.00	0.00	0.00	5,493.00	0.00
216-585-990.01	AIRPORT LOAN - INTEREST	580.00	580.00	0.00	0.00	580.00	0.00
Total Dept 585 - AIRPORT EXPENDITURE		368,041.00	404,191.00	207,424.43	14,203.16	196,766.57	51.32
TOTAL EXPENDITURES		368,041.00	404,191.00	207,424.43	14,203.16	196,766.57	51.32
Fund 216 - MENOMINEE REGIONAL AIRPORT:							
TOTAL REVENUES		368,042.00	404,192.00	259,649.85	8,400.17	144,542.15	64.24
TOTAL EXPENDITURES		368,041.00	404,191.00	207,424.43	14,203.16	196,766.57	51.32
NET OF REVENUES & EXPENDITURES		1.00	1.00	52,225.42	(5,802.99)	(52,224.42)	5,222.54

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Menominee Regional Airport

Specialized Aviation Service Operations (SASO) Agreement

Concept: A SASO Agreement allows a commercial operator to provide limited (usually single service) commercial aviation related service at the Menominee Regional Airport.

This Specialized Aviation Service Operations Agreement (hereinafter referred to as “SASO”) is made between Menominee County (hereinafter called County), a duly organized municipality in the State of Michigan, and the owner and airport sponsor of the Menominee Regional Airport located at 2801 N 22nd Street, Menominee, MI 49858 AND Pilotsmith, Inc. located at 2131 Airport Drive, Green Bay, WI 54313, to provide the following services at the Menominee Regional Airport:

Flight Instruction/Training

AND

Aircraft Rentals

Whereas, the County controls and operates the Menominee Regional Airport for the use and benefit of the public; and

Whereas, Pilotsmith, Inc. wishes to operate and to provide an aviation related service as defined above; and

Whereas, the County is willing to approve such operations under the terms and conditions herein:

Now therefore, in consideration of the mutual conditions and covenants contained herein, the parties agree for themselves, successors, legal representative and assignments as follows:

Article I – Term of Agreement

The County agrees to the operation desired by Pilotsmith, Inc. for a period of twelve (12) months beginning June 9, 2020 and expiring on June 8, 2021, subject to the terms and conditions contained herein. This agreement shall automatically renew upon expiration of the original term or any extension thereof for an additional twelve (12) months. The County and Pilotsmith, Inc. may enter into a new agreement if mutually satisfactory terms are negotiated at the time of renewal.

The County shall have the right to terminate this agreement at any time, with or without cause, by serving a written notice by certified mail at least 30 days prior to the date of termination. The written notice shall be sent to the last known address of Pilotsmith, Inc.

Pilotsmith, Inc. shall have the right to terminate this agreement at any time, with or without cause, by serving a written notice by certified mail at least 30 days prior to the date of termination. The written notice shall be sent to the Menominee County Administrator at 839 10th Avenue, Menominee, MI 49858. If Pilotsmith, Inc. decides to terminate this agreement for any reason under this clause, Pilotsmith, Inc. shall pay to the County any outstanding balances and a pro rata amount for all days up to and including the day of termination. Pilotsmith, Inc. shall also remove any airplanes and/or equipment from the Menominee Regional Airport prior to the date of termination.

Article II – Leased Premises Rights Granted and Other Considerations

The County grants to Pilotsmith, Inc., subject to the terms and conditions of this agreement, the following rights:

1. Leased Area. Leasehold areas within the Community Hangar located at 2715 N 22nd Street, Menominee, MI 49858 –
 - a. Approximately 1,000 sq. ft. of hangar floor space, enough to fit one small aircraft in the hangar at all times. The County, Pilotsmith, Inc., and other lessees in the Community Hangar will coordinate during the term of this lease to allow the County to lease/rent remaining floor space and to store County owned equipment.
 - b. Approximately 2,000 sq. ft. of office space, which is the upper section of office space available in the Community Hangar.

- c. The use of common floor space with prior coordination and approval of the Lead Operations Technician. The use of this space by either party will not interfere with one another's ability to effectively conduct business, and requires coordination by both parties prior to use. The County reserves the exclusive rights to the entire common use floor space of 2715 N 22nd Street, Menominee, MI 49858.
2. Space in the Menominee Regional Airport Terminal to place a display cabinet of merchandise for sale by Pilotsmith, Inc.
3. Space in the Menominee Regional Airport Terminal to place a kiosk for the operations of Pilotsmith, Inc. commercial operations. The County will provide access to wired high-speed internet for the operation of the kiosk.
4. The Menominee Regional Airport will provide and/or maintain security signage requesting pilots to report suspicious activity at or in the proximity of the airport.
5. The Menominee Regional Airport will receive mail on behalf of Pilotsmith, Inc. and place in a secure location to be collected by Pilotsmith, Inc. personnel.
6. The right to use personal equipment or property of any nature incident to the providing of services defined above.
7. The right to use of the Menominee Regional Airport, roads, driveways, gates, ramps, taxiways, and other airport facilities to the extent necessary to provide the services defined above.

Article III – Aviation Fuel & Billing

1. Upon execution of this agreement, the County shall issue a pre-paid fuel card in the name of Pilot Smith, Inc.
2. The initial fuel card shall be pre-loaded with 500 gallons of fuel. Pilotsmith, Inc. shall make payment immediately upon execution of this agreement to the Menominee Regional Airport in the amount of \$2,275.
3. The County will monitor the usage of this fuel card and when the remaining gallons on the card equal 250 or less, the County will reload the card to 500 gallons. The County will bill Pilotsmith, Inc. for the number of gallons required to reload the card to 500 gallons, and Pilotsmith, Inc. will have 30 days from the date of the invoice to make payment.
4. Pilotsmith, Inc. may request at any time that the fuel card not be automatically reloaded or to have additional gallons loaded on the card.

Article IV – Rents and Payments

1. Pilotsmith, Inc. agrees to pay the County \$100 per month for the term of this agreement OR 1% of Gross Revenue per month generated by Pilotsmith, Inc. at the Menominee Regional Airport from flight instruction and aircraft rentals, whichever is greater.
2. Gross Revenue shall specifically exclude payments received by Pilotsmith, Inc. from Lockheed Martin.
3. Payments to the County shall be made one (1) month in arrears. Payment for the month shall be paid to the County within thirty (30) days proceeding the last day of the month.
4. Pilotsmith, Inc. shall submit to the County an activity report showing all the services provided and revenue generated for the month by the 20th day of the following month. The County will then calculate the payment for the month and provide an invoice for the amount due.
5. It is further agreed that if Pilotsmith, Inc. shall neglect or fail to make payment promptly, as specified, in excess of thirty (30) days of the due date of said provisions of this agreement or fail to comply with any of the conditions and covenants of this agreement for a period in excess of 30 days, then this agreement shall become void and the rights of the SASO terminated hereunder and the said SASO shall be a tenant at will and subject to eviction by legal process, in accordance with the statutes of the State of Michigan.
6. The County is responsible for the heating, electrical, water, and gas utilities supplied to the Community Hangar.

Article V – Building Alterations

1. Pilotsmith, Inc. agrees to not make any physical alterations to the leased premises or any facility of the Menominee Regional Airport without the prior written approval of the Lead Operations Technician.

Article VI – Federal, State, and Local Laws

1. Pilotsmith, Inc. agrees to abide by all Federal, State, and Local laws, regulations, and rules in the course of their business at the Menominee Regional Airport.
2. Pilotsmith, Inc. agrees that it has all the necessary Federal and State permits,

certifications, licenses, and insurance necessary to provide the services stated above at the Menominee Regional Airport.

Pilotsmith, Inc. agrees that it will not provide any other commercial services at the Menominee Regional Airport except those stated above, unless it receives prior approval from the County Administrator.

Article VII – Insurance

1. Pilotsmith, Inc. shall obtain sufficient insurance to legally conduct its operations and shall defend, indemnify, and hold harmless Menominee County, the Menominee Regional Airport, and its officers, agents, and employees from and against any and all claims, demands, suits, and judgements that may be attributed to the negligent acts or omissions of Menominee County, the Menominee Regional Airport, its officers, agents, or employees.
2. Menominee County, the Menominee Regional Airport, its officers, agents, and employees shall in no way be liable for any damage resulting from any acts or negligence on the part of Pilotsmith, Inc. or its officers, agents, or employees and shall in no way be liable for any damages resulting from any negligent acts on the part of Menominee County, the Menominee Regional Airport, its officers, agents, and employees.
3. Pilotsmith, Inc. shall obtain adequate liability insurance for the type of business conducted, with the following coverages and minimum limits:
 - a. General Liability - \$2,000,000
 - b. Completed Operations - \$1,000,000
 - c. Personal Injury/Advertising - \$2,000,000
 - d. Negligent Instruction/Professional Liability - \$1,000,000
 - e. Employers Liability - \$1,000,000
4. Pilotsmith, Inc. shall name Menominee County and the Menominee Regional Airport as an additional-insured party on their insurance policy.
5. Pilotsmith, Inc. shall provide any insurance required to comply with Federal and State labor laws, including worker's compensation insurance, if applicable.
6. Neither Menominee County, the Menominee Regional Airport, nor Pilotsmith, Inc. shall be liable to the other or any person claiming through the other by right of subrogation or otherwise for any damage either to premises (including Airport facilities) from fire or any casualty usually included in so-called standard "existing

coverage” endorsements as contained in fire insurance policies issued in the State of Michigan, whether or not such damage was caused by the negligence of either party, their respective agents, officers, and employees or others except to the extent any such waiver of subrogation may be prohibited by any party’s own insurance or would serve to invalidate any party’s insurance.

7. Pilotsmith, Inc. shall obtain and maintain continuously in effect at all times during the term of this Agreement at the sole expense of Pilotsmith, Inc. including general liability, products liability, and hangar insurance at the limits required by Menominee County from any insurance carrier licensed to do business in the State of Michigan. Menominee County and the Menominee Regional Airport shall be listed as additional-insured on all of Pilotsmith, Inc. insurance policies.
8. Pilotsmith, Inc. shall furnish to the County certificates of insurances as evidence that the required coverage is in effect at least 10 days prior to the commencement of operations by Pilotsmith, Inc. Such certificates shall provide that the County and Menominee Regional Airport be given 30 days notice, in writing, prior to any modifications or termination of said coverage.
9. Pilotsmith, Inc. further covenants and agrees that it will not hold Menominee County, the Menominee Regional Airport, or any of its agents, officers, or employees responsible for any loss due to fire, theft, rain, windstorm, hail, or any other cause whatsoever, whether said cause be the direct, indirect, or merely contributing factor in producing loss to any airplane, automobile, personal property, parts, or surplus that may be located in the leased premises, the Community Hangar, offices, aprons, ramps, field, or facility of the Menominee Regional Airport; and Pilotsmith, Inc. agrees that any aircraft and its content stored in the Community Hangar or on Menominee Regional Airport property is done so at their own risk.

Article VIII – General Terms and Conditions

1. Pilotsmith, Inc. shall not lease, assign, hypothecate, or transfer this agreement to any other party without the written consent of Menominee County by and through the Menominee County Board of Commissioners.
2. Pilotsmith, Inc. shall not sublease any portion of the leased premises to any other party without the written consent of Menominee County by and through the Menominee County Board of Commissioners.
3. Pilotsmith, Inc. shall not provide any other commercial operation besides those stipulated in this SASO without the written consent of Menominee County by and through the Menominee County Board of Commissioners.

4. Fuel, other flammables, explosives, or other potentially hazardous materials may not be stored in bulk within the hangar unless stored in NFPA and OSHA approved flammable cabinets and containers in accordance with all Federal, State, and Local laws governing such storage. No aircraft shall be refueled inside of the Community Hangar.
5. Pilotsmith, Inc. agrees to accept all facilities on the leased premises on an “as is” basis.
6. Pilotsmith, Inc. assumes all liability for aircraft in their possession.
7. Pilotsmith, Inc. agrees to absolve Menominee County, the Menominee Regional Airport, its agents, officers, and employees from any liability when the same are moving aircraft at Pilotsmith, Inc. request.
8. Pilotsmith, Inc. hereby gives and grants to the County a lien upon all fixtures, chattels, and personal property of every kind and description now or hereafter to be placed, installed, or stored by Pilotsmith, Inc. at the Menominee Regional Airport; and further agrees that in the event of any failure on the part of any default continuing for sixty days of any specified rent, the County may take possession of all and sell the same in any maneuver provided by law and may credit the net proceeds upon any indebtedness due or damage sustained by the County, without prejudice to further claims thereafter to arise under the terms hereof.
9. The County shall have the right to enter the premises at any time for inspection or to make repairs, additions, or alterations as may be necessary for the safety, improvement, or preservation of the leased premises.
10. Pilotsmith, Inc. agrees to provide the County with an up-to-date list of the names of employees employed by Pilotsmith, Inc. and have access to the leased premises.
11. No employee, student, customer, client, agent, or the likewise of Pilotsmith, Inc. shall move any other aircraft in the Community Hangar or elsewhere at the Menominee Regional Airport that is not owned by Pilotsmith, Inc.
11. Pilotsmith, Inc. hereby acknowledges receipt of a copy of this agreement and agrees to abide by all Federal, State, and Local rules and regulations, present and future, as amended.
12. Any modification of the leased premises must be pre-approved, in writing, by the Lead Operations Technician and will become a permanent addition to the hangar.

Article IX – Laws and Regulations

Pilotsmith, Inc. agrees to observe and obey, during the term of this agreement, all laws, ordinances, rules and regulations promulgated and enforced by the County pertaining to the

Menominee Regional Airport, now or hereafter in effect. Pilotsmith, Inc. will observe all Federal, State, and local laws, including rules and regulations of Federal and State aeronautical authorities, or other boards and agencies.

Article X – Hold Harmless

Pilotsmith, Inc. agrees to hold the County free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless or negligent act or omission on the part of Pilotsmith, Inc., its agents, servants and employees, and from all loss and damages by reason of such acts or omissions.

Article XI – Quiet Enjoyment

So long as Pilotsmith, Inc. conducts its business in a fair, reasonable and workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

Article XII – Title VI, Civil Rights Assurances

Pilotsmith, Inc. for itself, its personal representatives, successors in interest, and assigns, agrees that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; (3) that Pilotsmith, Inc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination, in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

In the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate this agreement and to re-enter and repossess the land and the facilities thereon, and hold the same as if this agreement had never been made or issued.

Article XIII – Affirmative Action

Pilotsmith, Inc. LLC assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Pilotsmith, Inc. assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Pilotsmith, Inc. assures that it will require that its covered sub-organizations provide Assurances to the County that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Article XIV – Non-Discrimination

Pilotsmith, Inc., as required by law, shall not discriminate against an 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 race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Pilotsmith, Inc. shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USC Sec. 12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement, and in the event Pilotsmith, Inc. is found not to be in compliance with this section, the County may terminate this Agreement, effective as of the date of delivery of written notification to Pilotsmith, Inc.

Article XV – Subordination Provision

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States or the State of Michigan, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport. Furthermore, this Agreement may be amended to include provisions required by those agreements with the United States or the State of Michigan, without the consent of Pilotsmith, Inc.

Article XVI – Interest

All amounts of money payable by Pilotsmith, Inc. to the County under this Agreement, if not paid when due, shall bear interest from the date due until paid at the rate of 18% per annum.

Article XVII – Laws

The laws of the State of Michigan shall govern the validity, performance and enforcement of this Agreement and any amendments.

Article XVIII– Severability of Provisions

If any term, covenant or condition of this Agreement or the application of any provision to any person or party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons, parties or circumstances other than those held invalid or unenforceable, shall not be affected, and each term, covenant or condition of this Agreement shall be valid and be enforced to the maximum extent permitted by law.

Article XIX– Validity of Agreement

Except as modified above, this Agreement shall remain in full force and effect and shall remain binding upon both the County and Pilotsmith, Inc. This Agreement constitutes the whole agreement of the parties, and shall in no way be conditioned, modified or supplemented except by a written agreement executed by both parties.

In Witness Whereof, the authorized representatives of the parties hereto have executed this instrument on the day and year first above written.

Pilotsmith, Inc.

WITNESS

Charlie Smith, President Date

Signature: _____

Printed: _____

Date: _____

Menominee County

Gerald Piche, County Board Chairman Date

Jason Carviou, County Administrator Date

“Menominee – Where the best of Michigan Begins”

MENOMINEE COUNTY BOARD OF COMMISSIONERS

*Menominee County Courthouse
839 10th Avenue
Menominee, MI 49858
www.menomineecounty.com*

*Jason Carviou – County Administrator
Sherry DuPont – Administrative Assistant
Telephone: (906) 863-7779 or 863-9648
Fax: (906) 863-8839*

Menominee Regional Airport

Specialized Aviation Service Operations (SASO) Agreement

Concept: A SASO Agreement provides a limited (usually single service) commercial aviation related service not currently available to the public at the Menominee Regional Airport.

This Specialized Aviation Service Operations Agreement (hereinafter referred to as “SASO”) is made between Menominee County (hereinafter called County), a duly organized municipality in the State of Michigan, and the owner and airport sponsor of the Menominee Regional Airport located at 2801 N 22nd Street, Menominee, MI 49858 AND M&M Aviation, LLC located at 2715 N 22nd Street, Menominee, MI 49858, to provide the following services at the Menominee Regional Airport:

Airframe and Power Plant Repair/Maintenance

AND

Flight Instruction/Training

Whereas, the County controls and operates the Menominee Regional Airport for the use and benefit of the public; and

Whereas, M&M Aviation, LLC wishes to operate and to provide an aviation related service as defined above; and

Whereas, the County is willing to approve such operations under the terms and conditions herein:

Now therefore, in consideration of the mutual conditions and covenants contained herein, the parties agree for themselves, successors, legal representative and assignments as follows:

Article I – Term of Agreement

The County agrees to the operation desired by M&M Aviation, LLC for a period of twelve (12) months beginning July 1, 2020 until June 30, 2021, subject to the terms and conditions contained herein. The County and M&M Aviation, LLC may enter into a new agreement if mutually satisfactory terms are negotiated at the time of renewal.

The County shall have the right to terminate this agreement at any time, with or without cause, by serving a written notice by certified mail at least 30 days prior to the date of termination. The written notice shall be sent to the last known address of M&M Aviation LLC. If the County decides to terminate this agreement for any reason under this clause, the County shall refund M&M Aviation LLC a pro rata amount for any rent paid in excess of the date of termination.

M&M Aviation shall have the right to terminate this agreement at any time, with or without cause, by serving a written notice by certified mail at least 30 days prior to the date of termination. The written notice shall be sent to the Menominee County Administrator at 839 10th Avenue, Menominee, MI 49858. If M&M Aviation decides to terminate this agreement for any reason under this clause, M&M Aviation shall pay to the County a pro rata amount for all days up to and including the day of termination. M&M Aviation shall also remove any airplanes and/or equipment from the Menominee Regional Airport prior to the date of termination.

Article II – Leased Premises Rights Granted

The County grants to M&M Aviation, LLC subject to the terms and conditions of this agreement the following rights:

1. Leased Area. Leasehold areas within the Community Hangar located at 2715 N 22nd Street, Menominee, MI 49858 –
 - a. Approximately 3,000 sq. ft. of hangar floor space, enough to fit three aircraft in the hangar at all times. The County and M&M Aviation LLC will coordinate during the term of the lease to allow the County to lease/rent remaining floor space and to store County owned equipment.
 - b. Approximately 2,000 sq. ft. of office space with bathrooms, which is the lower level of office space available in the hangar consisting of two offices, two bathrooms, parts room, and floor space for tools/equipment.

- c. The use of common floor space with prior coordination and approval of the Lead Operations Technician. The use of this space by either party will not interfere with one another's ability to effectively conduct business, and requires coordination by both parties prior to use. The County reserves the exclusive rights to the entire common use floor space of 2715 N 22nd Street, Menominee, MI 49858.
 - d. Use of ramp space directly in front of the hangar directly to the West of the hangar, and use of as many tie-downs in the ramp area necessary to M&M Aviation LLC as necessary to conduct their business.
2. Space to park a camper on either the North or South side of the Community Hangar or some other location at the Menominee Regional Airport as mutually agreed upon by the Lead Operation Technician and M & M Aviation LLC.
 3. The right to use personal equipment or property of any nature incident to the providing of services defined above.
 4. The right to use of the Menominee Regional Airport, roads, driveways, gates, ramps, taxiways, and other airport facilities to the extent necessary to provide the services defined above.

Article III – Rents and Payments

1. M&M Aviation, LLC agrees to pay the County \$450 per month for the term of this lease. Rent shall be paid on or before the 1st of each month.
2. It is further agreed that if M&M Aviation, LLC shall neglect or fail to pay the rent promptly as specified in excess of thirty (30) days of the due date of said rental payment or fail to comply with any of the conditions and covenants of this agreement for a period in excess of 30 days, then this agreement shall become void and the rights of the SASO terminated hereunder and the said SASO shall be a tenant at will and subject to eviction by legal process, in accordance with the statutes of the State of Michigan.
3. The County is responsible for the heating, electrical, water, and gas utilities supplied to the Community Hangar.
4. The County is responsible for solid waste removal (i.e. dumpsters) jointly used by the Menominee Regional Airport and M & M Aviation, LLC.

Article III – Building Alterations

1. M&M Aviation, LLC agrees to not make any physical alterations to the leased premises or any facility of the Menominee Regional Airport without the prior written approval of the Lead Operations Technician.

Article IV – Federal, State, and Local Laws

1. M&M Aviation, LLC agrees to abide by all Federal, State, and Local laws, regulations, and rules in the course of their business at the Menominee Regional Airport.
2. M&M Aviation, LLC agrees that it has all the necessary Federal and State permits, certifications, licenses, and insurance necessary to provide the services stated above at the Menominee Regional Airport.
3. M&M Aviation, LLC agrees that it will not provide any other commercial services at the Menominee Regional Airport except those stated above, unless it receives prior approval from the County Administrator.

Article V – Insurance

1. M&M Aviation, LLC shall obtain sufficient insurance to legally conduct its operations and shall defend, indemnify, and hold harmless Menominee County, the Menominee Regional Airport, and its officers, agents, and employees from and against any and all claims, demands, suits, and judgements that may be attributed to the negligent acts or omissions of Menominee County, the Menominee Regional Airport, its officers, agents, or employees.
2. Menominee County, the Menominee Regional Airport, its officers, agents, and employees shall in no way be liable for any damage resulting from any acts or negligence on the part of M&M Aviation, LLC or its officers, agents, or employees and shall in no way be liable for any damages resulting from any negligent acts on the part of Menominee County, the Menominee Regional Airport, its officers, agents, and employees.
3. M&M Aviation, LLC shall obtain adequate liability insurance for the type of business conducted, with the following coverages and minimum limits:
 - a. General Liability - \$1,000,000
 - b. Product Liability - \$1,000,000
 - c. Hangarkeepers - \$100,000 per aircraft/per occurrence
4. M&M Aviation, LLC shall name Menominee County and the Menominee Regional Airport as an additional-insured party on their insurance policy.
5. M&M Aviation, LLC shall provide any insurance required to comply with Federal and State labor laws, including worker's compensation insurance, if applicable.

6. Neither Menominee County, the Menominee Regional Airport, nor M&M Aviation, LLC shall be liable to the other or any person claiming through the other by right of subrogation or otherwise for any damage either to premises (including Airport facilities) from fire or any casualty usually included in so-called standard "existing coverage" endorsements as contained in fire insurance policies issued in the State of Michigan, whether or not such damage was caused by the negligence of either party, their respective agents, officers, and employees or others except to the extent any such waiver of subrogation may be prohibited by any party's own insurance or would serve to invalidate any party's insurance.
7. M&M Aviation, LLC shall obtain and maintain continuously in effect at all times during the term of this Agreement at the sole expense of M&M Aviation, LLC including general liability, products liability, and hangar insurance at the limits required by Menominee County from any insurance carrier licensed to do business in the State of Michigan. Menominee County and the Menominee Regional Airport shall be listed as additional-insured on all of M&M Aviation, LLC's insurance policies.
8. M&M Aviation, LLC shall furnish to the County certificates of insurances as evidence that the required coverage is in effect at least 10 days prior to the commencement of operations by M&M Aviation, LLC. Such certificates shall provide that the County and Menominee Regional Airport be given 30 days notice, in writing, prior to any modifications or termination of said coverage.
9. M&M Aviation, LLC further covenants and agrees that it will not hold Menominee County, the Menominee Regional Airport, or any of its agents, officers, or employees responsible for any loss due to fire, theft, rain, windstorm, hail, or any other cause whatsoever, whether said cause be the direct, indirect, or merely contributing factor in producing loss to any airplane, automobile, personal property, parts, or surplus that may be located in the leased premises, the Community Hangar, offices, aprons, ramps, field, or facility of the Menominee Regional Airport; and M&M Aviation, LLC agrees that any aircraft and its content stored in the Community Hangar or on Menominee Regional Airport property is done so at their own risk.

Article VI – General Terms and Conditions

1. M&M Aviation, LLC shall not lease, assign, hypothecate, or transfer this agreement to any other party without the written consent of Menominee County by and through the Menominee County Board of Commissioners.
2. M&M Aviation, LLC shall not sublease any portion of the leased premises to any other party without the written consent of Menominee County by and through the Menominee County Board of Commissioners.

3. M&M Aviation, LLC shall not provide any other commercial operation besides those stipulated in this SASO without the written consent of Menominee County by and through the Menominee County Board of Commissioners.
4. Fuel, other flammables, explosives, or other potentially hazardous materials may not be stored in bulk within the hangar unless stored in NFPA and OSHA approved flammable cabinets and containers in accordance with all Federal, State, and Local laws governing such storage. No aircraft shall be refueled inside of the Community Hangar.
5. M&M Aviation, LLC agrees to accept all facilities on the leases premises on an "as is basis."
6. M&M Aviation, LLC assumes all liability for aircraft in their possession.
7. M&M Aviation, LLC agrees to absolve Menominee County, the Menominee Regional Airport, its agents, officers, and employees from any liability when the same are moving aircraft at M&M Aviation, LLC's request.
8. M&M Aviation, LLC hereby gives and grants to the County a lien upon all fixtures, chattels, and personal property of every kind and description now or hereafter to be placed, installed, or stored by M&M Aviation, LLC at the Menominee regional Airport; and further agrees that in the event of any failure on the part of any default continuing for sixty days of any specified rent, the County may take possession of all and sell the same in any maneuver provided by law and may credit the net proceeds upon any indebtedness due or damage sustained by the County, without prejudice to further claims thereafter to arise under the terms hereof.
9. The County shall have the right to enter the premises at any time for inspection or to make repairs, additions, or alterations as may be necessary for the safety, improvement, or preservation of the leased premises.
10. M&M Aviation, LLC agrees to provide the County with an up-to-date list of the names of employees employed by M&M Aviation, LLC and have access to the leases premises.
11. M&M Aviation, LLC hereby acknowledges receipt of a copy of this agreement and agrees to abide by all Federal, State, and Local rules and regulations, present and future, as amended.
12. Any modification of the leases premises must be pre-approved, in writing, by the Lead Operations Technician and will become a permanent addition to the hangar.

Article VII – Laws and Regulations

M&M Aviation, LLC agrees to observe and obey, during the term of this agreement, all laws, ordinances, rules and regulations promulgated and enforced by the County pertaining to the Menominee Regional Airport, now or hereafter in effect. M&M Aviation, LLC will observe all Federal, State, and local laws, including rules and regulations of Federal and State aeronautical authorities, or other boards and agencies.

Article VIII – Hold Harmless

M&M Aviation, LLC agrees to hold the County free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless or negligent act or omission on the part of M&M Aviation, LLC, its agents, servants and employees, and from all loss and damages by reason of such acts or omissions.

Article IX – Quiet Enjoyment

So long as M&M Aviation, LLC conducts its business in a fair, reasonable and workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

Article X – Title VI, Civil Rights Assurances

M&M Aviation, LLC for itself, its personal representatives, successors in interest, and assigns, agrees that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; (3) that M&M Aviation, LLC shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination, in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

In the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate this agreement and to re-enter and repossess the land and the facilities thereon, and hold the same as if this agreement had never been made or issued.

Article XI – Affirmative Action

M&M Aviation, LLC assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. M&M Aviation, LLC assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. M&M Aviation, LLC assures that it will require that its covered sub-organizations provide Assurances to the County that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Article XII – Non-Discrimination

M&M Aviation, LLC, as required by law, shall not discriminate against an 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 race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. M&M Aviation, LLC shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USC Sec. 12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement, and in the event M&M Aviation, LLC is found not to be in compliance with this section, the County may terminate this Agreement, effective as of the date of delivery of written notification to M&M Aviation, LLC.

Article XIII – Subordination Provision

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States or the State of Michigan, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport. Furthermore, this Agreement may be amended to include provisions required by those agreements with the United States or the State of Michigan, without the consent of M & M Aviation, LLC.

Article XIV – Interest

All amounts of money payable by M&M Aviation, LLC to the County under this Agreement, if not paid when due, shall bear interest from the date due until paid at the rate of 18% per annum.

Article XV – Laws

The laws of the State of Michigan shall govern the validity, performance and enforcement of this Agreement and any amendments.

Article XVI– Severability of Provisions

If any term, covenant or condition of this Agreement or the application of any provision to any person or party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons, parties or circumstances other than those held invalid or unenforceable, shall not be affected, and each term, covenant or condition of this Agreement shall be valid and be enforced to the maximum extent permitted by law.

Article XVI– Validity of Agreement

Except as modified above, this Agreement shall remain in full force and effect and shall remain binding upon both the County and M&M Aviation, LLC. This Agreement constitutes the whole agreement of the parties, and shall in no way be conditioned, modified or supplemented except by a written agreement executed by both parties.

In Witness Whereof, the authorized representatives of the parties hereto have executed this instrument on the day and year first above written.

M&M Aviation, LLC

WITNESS

Mark Yankovich, Owner Date _____

Signature: _____

Susan Yankovich, Owner Date _____

Printed: _____

Date: _____

Andrew McDunnah, Partner Date _____

Menominee County

Gerald Piche, County Board Chairman Date _____

Jason Carviou, County Administrator Date _____