



**MENOMINEE REGIONAL AIRPORT**  
**2801 22<sup>nd</sup> Avenue**  
**Menominee, MI 49858**  
**906-863-8408**

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Menominee Regional Airport Committee  
2801 22<sup>nd</sup> Street  
Menominee, MI 49858 ~ 906-863-8408  
Tuesday ~ September 18, 2018 ~ 4:00 PM  
Airport Conference Room

### AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of the Agenda
- E. Approval of Previous Minutes: August 21, 2018
- F. Public Comment (*Statements, not debate, limited to 5 minutes per person on agenda items only*)
- G. Presentations (*limited to twenty minutes*): None
- H. Business

#### Financial

- 1. Month-End Budget Report Status
- 2. Manager Report
  - a. Fuel Sales
  - b. Activity

#### Other Business

- 1. Action ~ Approve "Amendment #1" to Private Tenant Land Lease for: Hangar 5 & 6 (Gene Coleman), Hangar 12 (Robert Cappaert), Hangar 14A (Peter Granquist), Hangar 14B (Richard Chaltry),
- 2. Discussion ~ Webpage/Brochure/Handbook
- 3. Discussion ~ Airport Management
- 4. Discussion ~ Airport Committee/Advisory Committee

- I. Public Comment (*Limited to 5 minutes*)
- J. Commissioner Comment
- K. Next meeting date ~ September 18, 2018
- L. Adjourn

*Note: Quorum of the Menominee County Board of Commissioners may be present*

*If you are an individual who needs special accommodations while attending a meeting, as required by the "Americans with Disabilities Act", please notify the Airport Manager's office at 906-863-8408 at least 6 hours prior to the meeting in order to make suitable arrangements. (TDD 800-649-3777).*

Menominee Regional Airport Committee  
Minutes of Meeting  
August 21, 2018

\*\*\*\*\*DRAFT\*\*\*\*\*

The Menominee Regional Airport Committee met on August 21, 2018 at 4:00 PM at the Menominee Regional Airport, Conference Room.

- A. Call Meeting to order:** Com. Gromala called the meeting to order at 4:00 PM
- B. Pledge of Allegiance:** Recited by all
- C. Roll Call:** Coms. Gromala, Piche and Cech – present  
Also present were Jeff LaFleur, Jason Carviou, Sheriff Ken Marks, Doreen Averill and others.
- D. Approval of Agenda:** Motion to approve agenda by Com. Cech, seconded by Com. Piche.  
Motion carried – 3/0.
- E. Approval of Previous Minutes:** Motion to approve Previous Minutes from July 17<sup>th</sup>, 2018 and August 1<sup>st</sup>, 2018's Special Meeting made by Com. Cech, seconded by Com. Piche. Motion carried – 3/0
- F. Public Comment: Wayne Beyer:** What's amendment #1 on the leases about? I can find it anywhere on the website and I thought the CB made a decision on the leases at the meeting last week.
- G. Presentations: None**
- H. Business**
  - Financial**
    - 1) Month-End Budget Report Status – **Jeff:** We're doing very well – staying ahead of the game. We've spent about 68% of our budget with year-end September 30<sup>th</sup>, we're in good shape – dollar-wise.
    - 2) Manager's Report ~
      - a) Fuel Sales: **Jeff:** Sales are steady – but could be better. Aircraft are coming through and they're buying fuel – smiling. That's a good thing and all we can ask for.
      - b) Activity: **Jeff:** The State – MDOT came in to inspect the fuel farm – EPIC. We passed with flying colors. They took pictures to use as a study for other locations.

## Other Business

- 1) Discussion/Action ~ PHDS Flying Club, Inc. ~ Flying Club status and sublease status of hangar #11 - **Jason:** During our last meeting, this committee asked me to set up a meeting with Mr. Ciochetto to address concerns the committee has and ways to work through them. I was in contact with him and he advised he would meet with us. I tried to set up a date. The next response was *with his pending litigation against him for an illegal flight school, he did not want to meet until that was resolved.* After Tuesday, I reached out to him again and his response, via email, was that he was *not willing to meet with us in person regarding this.* Said he *does not need a commercial operator's agreement for the flying club.* This really doesn't address our concerns. Our concern is that the flying club is a commercial operation. Just because you say you don't need a commercial operator's agreement to run a flying club doesn't address our concerns at all. We did get new insurance. Jeff received that yesterday. I haven't had a chance to look into it to see if it's a full police to cover the entire club. That's one of the lesser concerns, compared to the other things going on. We reached out, through the State Senator's office, to get clarification from MDOT regarding this situation and interpret state & federal law. In their initial review of PHDS, MDOT does not believe this to be a flying club. *"One of the issues is that the aircraft is owned by an individual which is contrary to MCL259.91. There has been an attempt to show this as a lease arrangement, however, there is no proper or equal ownership of the entity leasing the aircraft or the aircraft in general."* At their suggestion, it was sent off to our attorney. *He agrees that this is an interpretation for the County to enforce. There isn't any contracts in place, and is within the County's right to deny the sublease and flying club registration and to ask PHDS to leave the Airport.* At a later date and once they have left the Airport, they can, with the proper paperwork, resubmit for flying club registration. This is all of the additional information I have for you regarding this, and is now up to this committee to make the decision on how you to move forward with this. **Com. Gromala:** Any comments on this from the committee? **Com. Piche:** I just see so many problems. What's going is not correct and we have to address these problem issues. **Com. Gromala:** I, personally, feel that we should once again offer an olive branch one more time to meet with the club to remedy these issues to the satisfaction of this committee. If they refuse a face to face, then I don't know.... **Com. Cech:** There's been a number of invitations to do just that and..... I don't know. There doesn't seem to be any urgency in Mr. Ciochetto's demeanor that shows me that he really wants to cooperate with us and our questions...I'm at a loss myself, here. Either you want to play the game or you don't. I'm saying maybe give them a time limit. **Jason:** Do you want me to set a time limit? **Com. Gromala:** Extend an offer to them. We need to have this resolved soon. **Jason:** Yes, because with it not being registered at the Airport, we have some real concerns with safety and liability. Do you want to set a time limit? **Com. Cech:** I would say 3 weeks. We need to get this done before the next committee meeting, so that we know what we are going to do. **Com. Piche:** My hesitation with that is that is seems like it's a game. A month

goes by and another month goes by and another - a lot of things can go wrong. It's been going on for a long time and I'm getting very impatient that there's a lot of resistance to listening to what's right and how it should be done correctly. I don't think any of this is going correctly, that's my problem. I'm getting very tired of it. **Com. Cech:** Any suggestions on what we should change? **Com. Piche:** What's our options, again, Jason? **Jason:** 1<sup>st</sup> suggestion is to meet with Mr. Ciochetto, again, to work out some of these issues. 2<sup>nd</sup> suggestion is to make a recommendation to the full CB to deny the sublease and deny the flying club registration. This would be, in a sense, evicting the flying club from the Airport. If the CB agrees, we would issue a "demand to vacate" letter from our attorney, where Mr. Ciochetto would have 30 days to leave the Airport. Otherwise, we will go to the tenant owner and advise him that he is in violation of subleasing his hangar to Mr. Ciochetto. Previous Airport Managers and MDOT have been working to try to get him licensed through the State for several years. I have the emails from the previous Airport Managers and Administrators showing this. This is something that has been going on for years – not something that has just come to light. It was actually the State that made the initial complaint that Mr. Ciochetto should be a commercial operator. So, you have two options – work it out with him, but it seems that's been tried, or deny is sublease and registration. **Com. Gromala:** I would still love to have a sit down meeting with the parties involved – not by email – face to face. If they can't, then I'll say whole-heartedly that we go with denying the sublease and registration. **Com. Piche:** I'll go in a different direction. None of this is anything new. I'm still in favor of making a motion that he vacates. If something changes between tonight and the CB meeting – in a positive way, we can possibly look at going a different direction. I'm looking at speeding things up, moving things along, getting things resolved as quickly as possible. Maybe it will get Mr. Ciochetto's mind to say *I need to get something done to get this resolved*. **Com. Cech:** There are definitely some concerns – the possibility of liability issues as the custodian of the Airport. If his plane is being used for training purposes has an accident, the county would be liable for a big jackpot, if everything isn't properly registered. This has been a dance and the longest dance I've ever seen to try to get Mr. Ciochetto to talk to us. So, I think this might be the solution to his absence in getting answers. **Com. Gromala:** So, are we entertaining a motion? **Com. Piche:** Yes, I'd like to make a motion to recommend to the CB that we deny the sublease of PHDS Flying Club, Inc. and also to deny his flying club's registration. **Com. Cech:** I'll second it. **Com. Gromala:** I think we need communication – we're not talking. Yes, maybe on social media – never a face to face. If the motion passes, it may cause more controversy – but maybe though - it will create action. I don't know. **Com. Cech:** It's going to get resolved one way or another. That's the important thing. We need to work together and we can't if we cannot communicate. **Com. Piche:** We have to get something done without just saying – "have another meeting". We need to get this done. **Com. Gromala:** It seems to me, which with what the Airport is worth, and the amount of money spent on it by the County, that this group of people, who have an interest in the Airport, would

want to come in and discuss their issues and concerns. I would rather have it resolved face to face – not in the papers or in social media. I will do the will of the majority. Ok, now we have a motion on the table to recommend to the CB that we deny the sublease of PHDS Flying Club, Inc. and also to deny his flying club's registration. So, if there's no other discussion, we'll take a vote. Motion carried 2/1.

- 2) Discussion/Action ~ Civil Air Patrol Lease – **Jason:** Ok, this was brought back from the last meeting. There are some big concerns regarding the lease terminating if there is not a plane in the hangar for 90 days or more. This prompted me to review this lease, as well. In reviewing the lease, I was looking at the regulations, there are some issues in the manner in which the lease was done. I'm looking at drafting a new lease for CAP. Again, this Committee has asked me to set up a meeting or presentation with CAP to talk about their need for the hangar, here, at the Airport and, what kind of activities they do for the community. Through that process, I reached out to Joe Ciochetto, who is the public relations contact and Squadron Commander of the local CAP. The response was that he'd bring it up at the next meeting and ask what they wanted to do. I did not receive a response. I did a follow-up email, Wednesday, to ask if CAP will present at this meeting. I have not heard anything back regarding CAP at this time. That's where it stands at the moment. There are problems with the lease. We need to do something with it. Technically, they are automatically terminated for not having a plane in the hangar for 90 days or more. Of course, we would need to officially go through the eviction process with a 30 day notice. Also, you'll have to know what you want to do before that happens. Offer a new lease – we'll need to know how to structure it. A) Give them a reduced rate – have it structured in a way that we can get out of it in a short amount of time for grant assurances. B) Give them a longer lease, but they would be forced to pay fair market value (\$.20/sq. ft.) as the rest of the hangar owners. C) Terminate the lease and not offer a new one where they would have to remove their hangar. D) Offer to buy their hangar. If they needed to move an aircraft up here or need to move their assets around, we could provide space in the large hangar, if need be. There are plenty of options that we can do. Unfortunately, we were unable to get CAP here tonight for any kind of presentation. So, I don't know where you want to go with this. **Com. Cech:** There doesn't seem to be any activity at the CAP hangar. Jeff had indicated that there hasn't been a plane here for 10 years. I remember, as a child, that the CAP as always being a worthwhile organization. Is this a local organization or statewide? **Jason:** Yes, well I reached out to the WI division of CAP. They expressed an interest in keeping it, in case they needed to move assets around to this Airport. She mentioned, however, that the lease was made with WI Wing. Any decisions regarding their hangar would have to go through and be made by the CAP headquarters (an Air Force base located in NC or SC – I'm not sure). **Com. Cech:** I think it would be worthwhile to talk to someone else – maybe from the state for maybe federal. We need someone with more authority to make decisions and discuss matters for CAP. It would be a shame to kick them

out if they actually wanted to be here (I know they want to be here) or have the need to be here. There's nobody here to talk to – it's not being used. I would be willing to talk to someone with more authority in CAP – not the local unit supervisor. **Jason:** If you want to talk about what activities a local unit is doing in Menominee, or if there's really a need for this unit to be here? The federal CAP would not be able to answer these questions. **Com. Gromala:** It seems that we are going to have to deal with the head of CAP (headquarters). We need to make contact with them regarding their contract. Explain that we have sole sponsorship of the Airport, now. We need them to legally assign someone to represent them, here. We are willing to work with them. But we need to know their intention regarding the hangar. But a new lease has to be done in order to meet our grant assurances. **Com. Piche:** What I fail to understand is that you invite these folks to meet with you and its being ignored. Why?? What's the underlying reason that, the Airport Committee and Jason's invite so that we could have some discussion, it's being ignored? So, you're kind of left with not a lot of choices. If someone doesn't want to talk to you, you're not going to resolve anything. I've always been interested in what the CAP does for the County. I'd like that answer- I really would! If they're not doing anything for the County, they're basically wasting their efforts – the members. They're not doing a service if there's not something happening! I'd like to know! Is there something happening? I don't know!! **Com Gromala:** In this case, I'm proposing we send a letter to the main office. Give them the history of what's been going on and that we need some answers. Let them know that they're the ones we need to enter into an agreement with – what's their interest in it – what are their intentions. **Jason:** I can definitely draft that letter and send it to all three and see what kind of response we get. **Com. Gromala:** It seems to be the fairest thing – contact the people that have the authority to sign the lease agreement. They may not even be aware of the situation, here, in Menominee County. **Com Cech:** I think that's fair. We need to find out. If there's no reply, then we can just move on see how we can dispose of the hangar – buy it from someone, dispose of it- whatever. **Com Piche:** I can go along with that, I still have a lot of reservations – I think it's just being stalled... stalled, stalled, and stalled, again. Yah, I would be willing to go along with this. **Com. Gromala:** So the action we're taking...**Jason:** I will draft a letter and send it to national, state and local divisions and ask for some clarifications and their intentions. **Com. Gromala:** Very good.

- 3) Discussion/Action ~ Replacement of Courtesy Van – **Jason:** This is on, here tonight, because it was taken off the County Board's agenda last week. Want to know what the Committee's intentions are – are we discussing this or are we tabling it until a later date? **Com Cech:** I'm the one that had it removed from the agenda. I had some concerns whether we were trudging on appropriately without getting bids & things. I wasn't so sure about things like that. I didn't want to put us in a jackpot. I've looked at the existing van – it isn't pretty- but it seems to be running. I personally think we should table it for a while and take care of what we need to take care of ... mainly the leases, other issues, here at

the Airport. We don't need it, we're not going to get much for it at auction. Let it ride for a little while longer. That's my feeling. **Com. Piche:** I like Jeff's input and possibly Gary's on that – what they think. **Jeff:** I see where Bill is going with this with where everything is up in the air right now. The van is working. We can address a few minor issues on it. It can survive some more. It's just it's going to come a day – it's getting to the point, it's rusty and it's going to get bad. We are going to be forced down the road to do something – with everything up in the air the way it is – we're trying to trudge on. We can make it happen either way. **Com. Gromala:** Now, am I correct that if the van was budgeted for a replacement for this fiscal period - that if we do not do anything this fiscal period, it remains still within the Airport's budget in the future for a replacement van. **Jason:** It should. Originally, it was budgeted in the 2016/17 budget. It wasn't purchased during that budget year, but because the money was earmarked for the van, it will be moved back in the 2018/19 budget when it starts October 1 until the Board makes the decision to either remove that money and put it back in the fund balance for the Airport or earmark it for something else for the Airport. **Com. Piche:** Putting a used van out for bids is an impossible thing, in my opinion. What would be the proper way of addressing this, Jason, going back and starting all over again? **Jason:** Our purchasing policy, right now as written, states that anything over \$5,000 needs to go through the sealed bid process. That one option alone, for all purchases throughout the County, is not really functional. It's not consistent with what the Government Financial Officers Association or GAB put out there as examples for purchasing policy. The sealed bid process is usually used for construction or maintenance projects only when pricing is the only factor used for who gets awarded that bid. Usually things like this van or a used piece of equipment and you're buying from a dealer and looking for best deal possible or dealing with someone who's willing to negotiation or buying from an auction, you usually don't use a sealed bid policy like that. Now going back to our own policy where sealed bid process is the only thing outlined in there for purchases over \$5000, I would go to section 1.2 of our purchasing policy which it sets authority for purchasing in Menominee County, specifically the last sentence in that paragraph that states "***Any exceptions to these policies and procedures shall be made by the Menominee County Board of Commissioners.***" Therefore, if you're going to go outside the realm of a \$5000 sealed bid, you would do it on the recommendation that you are going to go outside the purchasing policy. In the future, we would have to update our purchasing policy, but before that happens, you're acknowledging the fact that you're going outside your purchasing policy. **Com. Gromala:** At this time, though, the money is there and will be carried over to next year's budget. **Jason:** Correct. **Com. Gromala:** I'm assuming, then, that we will be taking no action at this time? **Com. Cech:** Yes, I feel at this time, yes. **Com. Piche:** Maybe the day it breaks down, we can get urgent then – when it breaks down – emergency purchase!

- 4) Discussion/Action ~ Hangar 8 – Mark Burbey ~ Material Breach of Contract -

**Jason:** The reason this is being brought forward to this committee is that the Interim Airport Manager and County Administrator do not have the authority to rectify issues regarding leases – enter into, terminate or modify leases in any way. So, it was brought to my attention that, in Hangar 8 (Mark Burbey), there is an airplane being stored that is not registered to Mr. Burbey. If this is true, it would be a violation of his lease agreement where any subleases would have to have approval from the Airport Authority – Menominee County. I passed this information to Sheriff Marks, as he has been entrusted, by the CB, to enforce all laws, contracts, ordinances and minimum standards out at the Airport. From this, the Sheriff conducted an inspection of Mr. Burbey’s hangar. During this inspection, he found an aircraft in there that is registered to Mr. Everett Anderson not Mr. Burbey. This is a Material Breach of Contract of Mr. Burbey’s lease which is subject to immediate termination. However, we could also allow time for Mr. Burbey to cure the issue – 1) remove the aircraft from his hangar, 2) submit all appropriate paperwork for a sublease registration to come before this committee to be brought forward to the CB for approval. Our attorney says they are both options, but it up to the CB to make the decision to terminate or right to cure the issue. But if we give him the right to cure the issue, we need to give a reasonable amount of time to do so - then the issue would resolve itself. **Com. Gromala:** Is there a contract – is there a current lease? **Jason:** Yes, he’s still one of the one’s still on the previous lease, but it has the same provisions in there as the new lease – specifically *Section 10 Lease Transfers*: no subleasing without the written approval of the lessor (Airport Authority - Menominee County Board). Because it is happening, it is a Material Breach. The Sheriff tried to contact Mr. Burbey regarding this, without a call back. I did not personally try to reach to Mr. Burbey, because there wasn’t much I could tell him until after tonight’s determination on what to recommend to the CB - whether to terminate the lease or allow time (I’d say 14 days) to cure the breach of contract. **Com. Piche:** Do we have any knowledge as to how long this particular aircraft has been there? **Jason:** I do not. **Com. Cech:** Has there been any problems with this particular hangar in the past? **Jason:** I don’t believe we’ve had any other violations with Mr. Burbey or his hangar. This is the first information that I heard that was contrary to the contract and I passed it along to the Sheriff for investigation. I would recommend this committee give the option for Mr. Burbey to cure the issue – it’s pretty simple to cure. If I had the authority to, I would have handled this outside of a public meeting and in front of a crowd. Unfortunately, the way our structure is set up, the CB is the only one that can do anything, here. **Com. Cech:** That sounds like the right idea to me, to allow them a couple weeks to remedy the situation. **Com. Gromala:** Fourteen (14) days, not fourteen (14) business days, once approved by the CB. **Jason:** You would have a termination clause in that “Notice of Demand” letter that if in 14 days it is not cured, we would terminate the lease. **Com. Gromala:** I will entertain a motion to offer the parties to submit documentation and if documentation is not there, to submit a request for the sublease of hangar 8 and must be completed within 14 days. **Com. Piche:** So moved. **Com. Cech:** Seconded. Motion carried 3/0

5) Update ~ Amendment #1 to Land Tenant Leases – **Jason**: This is strictly an update for the meeting, tonight, to be heard at a public meeting. There's nothing to attach to the agenda because it is just an update. At the end June, beginning of July, there were a number of proposals that were recommended to the CB to possibly amend the leases that were offered to the land tenant owners. The recommendation that was approved by the CB at that meeting was: offer any land tenant owners that signed a new 10 year lease, who would have more than 10 years remaining on their previous lease from Twin County Airport Commission, an amendment to their lease that would extend the original term of new lease to have what was remaining on their previous lease. Example: If you had 15 years remaining on your previous lease, and you signed a new lease for 10 years, the amendment would offer you that 15 years back on to the new lease. So I wanted to say this out loud for everyone to hear, because it may effect some of the people in this room. I am also setting a timeline for this to be finalized, signed and returned to us by the next Airport meeting, so that they can be brought forward to the CB for approval at this next meeting 9.25.18. If they don't want the amendment to their 10 year lease, they won't have to do anything, at that time. This is a one-time offer. We will send them out by certified mail to ensure receipt that everyone gets them and return by the due date, get them approved and extend their initial term. After that is set, the offer will no longer be on the table. Does anyone have any questions about the process?

I. **Public Comment: Everett Anderson**: I have one question. The information you read about how the Sheriff got into the hangars, is that correct or is that stricken. If he go into the hangars, I'd like to know how he did it, they are locked up at all times. **Dustin Kurath**: At the last meeting, I heard some of the discussion about the land lease agreement with the CAP hangar. As I explained at the last meeting, I working on becoming involved in the FAA (Wakes?) Program which promotes aviation safety. I've been in contact with the tri-county composite squadron to discuss possibly moving a motion sickness training device, called a Barany chair. I purchased it off the internet and restored it. It was originally owned by the Department of Defense. I have agreed to loan it to the CAP, on an indefinite basis, so it can be used to provide motion sickness and disorientation training. CAP members and Airport Committee, in general, or anyone who would like more information can come see me. Housing it at the CAP hangar provides a location that can be easily accessible and kept free of moisture and mice and stuff. **George Sporie**: I'm a tenant on the field. I have existing leases, before I was coerced into signing the new ones, with terms remaining of 34 years. I find the offer to extend it to 14 years particularly underwhelming. I'm not sure that you'll find anyone else will find that satisfactory. The other thing I want to bring up is this crusade against the tenants. I have a few observations. One is that we're constantly hearing that the CB and Airport Committee has a big concerns regarding liability. When all else fails, you always trot out the liability card. "We had to lock down that terminal because we could be liable..." Or, "we had to change the code of the gates, because we could be liable..." Or, "we have to put up barricades at the Airport, because we could be liable..." Well in regards to this requirement to have everyone who provides flight instruction or works on aircraft prove it to the Airport, there's something that the CB should consider. That is, by FAA

regulations, the only one who can determine the air worthiness of their aircraft is the aircraft owner/operator of that aircraft. Similarly, the only person who can determine whether or not their pilot flying certificate is valid is the holder of that certificate. We have to be familiar with all the regulations and have to do our due diligence to make sure that we are operating within the law. This is all on the pilots. The County is out of this, the Airport is out of this. It's very clear. The Federal statutes are very clear. But now with the Minimum Standards that the CB has adopted, they are saying they have to be the one to determine whether someone can work on an airplane or not, and whether someone can provide flight instruction here. Well, maybe you do that. But I can promise you that there is nobody sitting at this table, right now, that knows those requirements. So what you're doing is creating a direct pipeline to yourselves, in a liability sense, for anyone who wants to collect damages because you said that this flight instructor is good to go, he can instruct at the Airport – this guy isn't. Oh, we'll let him work on airplanes, we're not going to let this guy. You've established yourselves as experts and authorities in this matter. In doing so, you create a liability for yourselves where none existed previously. I'm not sure that was your intention, but it is something you should consider. Thank you for your time. **Wayne Beyer:** I want to comment on the CAP lease agreement. I read the lease agreement and it says that there has to be an airplane in there or other emergency equipment. You always seem to leave the "other emergency equipment" out of the discussion. No, maybe you have a different lease from the one I read, but that's what it said. There is emergency equipment in there. I don't think they're in violation at all. The other thing is as far as Everett being in that hangar, he doesn't have to have a lease. I don't see why you have to have a sublease. I can have a guest in my hangar. There's no lease, I'm not collecting any money. I don't understand that part of it. You're telling us we can't have someone come in and park their plane in my hangar. If there's a storm out here and I have room in my hangar, I can't have him put it in my hangar, because I have to have a sublease from the County. That doesn't make sense. It doesn't make any sense at all. You have to look at what makes sense. Our attorney has asked. He asked me to say this. Just look at what they said. You going cost the County a lot of money. **Donald Buss:** I'm very disappointed in the way this Airport is being run. It was run pretty good. There was no problems the way you guys are talking about. It was being run as a part of the community. I talked to Mr. Piche, at a CB meeting, and told him that there are a group of people willing to take the Airport over and run it like it is supposed to be run; and, he didn't even listen to me. I talked to Jan Hafeman about the same things and she didn't have any idea of what was going on down here. Now, all the things you've been talking about, here tonight, would never have occurred if weren't for the last board groups taking out this little hatchet and that little hatchet to problems that never existed. It seems if you hitch hard enough after a while and listen to the people that know how to handle these things. But, no, you said yourselves have said "I don't know why you don't come and talk about these things?" Why would they? They tried to talk to you, they tried to help you to try to make it a better place to operate. What do you do, you wave your hands and say this is the way it is, we've got to do it this way. You're going to get yourselves in a big bunch a trouble. **Jason Chaltry:** As a community, I'm asking that you guys to take a look at this as bully the pilots. I'm from the outside looking in and don't know the first thing about the FAA regulations for flying. You wouldn't catch my butt in an airplane. What I don't understand, here, is why, for the last six months of following this, is this committee bullying pilots? Mr. Marks, I totally respect the badge you have, but I would like to know how did you get into that hangar to see that plane was there? **Com. Gromala:** Its only public comment right now. **Jason Chaltry:** Oh, ok that's fine. I respect that. It's kind of alarming that someone was able to get in there. The other thing is those barriers up there. It makes it look like a ghetto out there. This is

Menominee, MI. We're a beautiful community. All its showing is that this committee is being a bully to the pilots, again. All you're doing is blocking from the pilot hangars to here. You can't go around it, what's the purpose of it. Now they want to put a gate up. For what, seriously, for what? Mr. Carviou I know talking about sealed bids and that vans were exempt from that, where does it say that? I know that there's a lot businesses around here that sell vans, if you don't want to give up on the van idea. The grass, here, I understand you just purchased a new lawnmower. Can we get it used to make it look at least presentable out here? It's starting to look like....I don't know. **Gary Anderson:** Mr. Piche, these people have been at this airport 25, 35 years. We've never had these problems you guys are coming up with. You are the problem, you are the problem. You are creating all this. I don't know who the hell you're listening to, but you're creating a lot of problems at this airport. You know, Mr. Gromala, I've tried to talk to you. Mr. Piche, I've tried to talk to you. Don't sit there and say that no one has come to talk to you. All these people, at this airport, would be willing to sit with you at any time. I asked you to sit down and talk to the pilots and you wouldn't. You're the problem. **Greg Paulsen:** I'm an official member of the United States Air Force Auxiliary Civil Air Patrol. By rules and regulations that they impose, we cannot speak for them. We have a public relations officer. You all have smart phones – just google it! It's Maxwell Airforce Base in Alabama. That the National Headquarters. There's a group headquarters and a state headquarters and maybe some provinces, too, so there might be 52 wings. I might be correct or I might be wrong, but in 1992 this group of commissioners and the CAP entered into a lease. It was for 50 years. It says there must be Emergency services, supplies and an airplane. There has been an airplane in that hangar – maybe not 90 days in a row....Thank you very much.

- J. Commissioner Comment: Com. Gromala:** There is one thing I'd like to clarify. First of all, Mr. Sporie thank you for the information as well as all the people that spoke. I'm just curious about the full agreement. If memory serves me right, once this amendment comes through, it would give you 14 years on the new contract – that you were coerced into that you say. That would not be 34 years, because both parties would have to approve continuing it, I believe. There could be a right to terminate on that time period. For an additional 10 years or year to year whatever the case may be. Mr. Buss, we have met with numerous people. What we are asking for at this time is for people who actually have the power to make these things go away. But they refuse to meet with us. Mr. Anderson, yes we did meet. We met twice. Once, I believe in Mr. Anderson's hangar and discussed issues. And I still am interested in learning more on those issues, but I also feel that it would be very difficult, for something of that nature, to follow through on and meet all the requirement of the FAA. Now, I will continue to meet with people. I won't always agree. But I'll agree to disagree and remain civil. There are other people that I talked with on the telephone, it didn't start out great and probably didn't end to the satisfaction of both parties, but it was done civilly. I think that person would still come up to me and shake my hand. I will continue to work with people, but I will not be told that I'm an idiot or I'm stupid or anything else that I hear on social media or anything else by people that maybe have other agendas. I will continue to work with people. I don't plan on agreeing with them. **Com. Piche:** All I want to say regarding the comment: *that there hasn't been these problems in the past.* This is my 6<sup>th</sup> year on the CB and there were ongoing problems, then and long before that. I guess I made the mistake of appointing myself onto this committee, here. I'll say it again, I willing to talk to anybody. I'm not willing to believe everything that is being said by certain ones. That's the issue we're having here. There is something that is blatant, blatantly wrong with what's happening. I just wish you could all understand that and really look around and see/say that this isn't played right, Jerry. That's my position. I can talk to every one of you.

I'm willing to, but to agree with certain thoughts that are here. I don't and won't. I'll stick to my thoughts. But I did get on this committee to try and resolve things and get them moving in a good direction. I think it's important and I think you should at least consider looking at it a lot more that you are and say maybe this could be improved if we work together a little harder.

**Com. Cech:** I kind of mirror Jerry's thoughts in a lot of ways. I was kind of leery of coming on board, here, but I feel it's important that we do all get along and maybe make something work and maybe dissolve a little mistrust going on either way. I think everyone on our side of the table is trying to make it fair and not be the dastardly dos that we're painted as. "The Airport Committee is a bad landlord" or something like that. I personally want to see that we work out the problems and not get smeared all over the place and no one else needs to know our business if we can help it. Work it out as gentlemen, and a handshake is the way I always conducted business deals. Let's give it a try guys. **Com. Gromala:** Sheriff, I apologize for cutting you off before, if you wish to speak at this time, you can. **Sheriff Marks:** Any questions for me.

**Com. Gromala:** No, ok.

**K. Next Meeting:** September 18<sup>th</sup>, 2018

**L. Adjourn:** A motion made by Com. Piche, seconded by Com. Cech. Motion carried 3/0

Fund 216 MENOMINEE REGIONAL AIRPORT

GL Number	Description	Balance
*** Assets ***		
216-000-001.00	CASH	320,552.90
216-000-101.00	FUEL INVENTORY	34,464.44
216-000-123.02	PREPAID LIABILITY INSURANCE	4,238.28
	Total Assets	<u>359,255.62</u>
*** Liabilities ***		
	Total Liabilities	<u>0.00</u>
*** Fund Balance ***		
216-000-390.00	FUND BALANCE	252,542.96
	Total Fund Balance	<u>252,542.96</u>
	Beginning Fund Balance	252,542.96
	Net of Revenues VS Expenditures	106,712.66
	Fund Balance Adjustments	0.00
	Ending Fund Balance	359,255.62
	Total Liabilities And Fund Balance	359,255.62

REVENUE AND EXPENDITURE REPORT FOR MENOMINEE COUNTY  
 PERIOD ENDING 08/31/2018

GL NUMBER	DESCRIPTION	2017-18		ACTIVITY FOR MONTH 08/31/18	YTD BALANCE 08/31/2018	AVAILABLE BALANCE	% BGDG USED
		ORIGINAL BUDGET	AMENDED BUDGET				
Fund 216 - MENOMINEE REGIONAL AIRPORT							
Revenues							
Dept 000							
216-000-541.00	STATE PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00
216-000-631.03	GROUND POWER UNIT	0.00	0.00	0.00	45.00	(45.00)	100.00
216-000-633.00	LANDING FEES	7,000.00	7,000.00	830.00	7,390.00	(390.00)	105.57
216-000-633.01	RAMP/PARKING FEES	100.00	100.00	0.00	125.00	(25.00)	125.00
216-000-634.00	ENGINE PRE-HEAT	100.00	100.00	0.00	30.00	70.00	30.00
216-000-634.01	CARGO HANDLING FEE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
216-000-634.02	AIRPORT DE-ICING	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
216-000-642.00	AVIATION FUEL/OIL - BUSINESS	80,000.00	80,000.00	4,878.85	35,029.06	44,970.94	43.79
216-000-642.01	AVIATION FUEL - CASH	500.00	500.00	178.20	328.03	171.97	65.61
216-000-642.02	AVIATION FUEL - CREDIT CARD	120,000.00	120,000.00	8,570.49	81,914.37	38,085.63	68.26
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	150.00	150.00	0.00	100.50	49.50	67.00
216-000-665.00	INTEREST EARNED	0.00	0.00	0.00	0.00	0.00	0.00
216-000-670.00	RENT/HANGER LEASE	30,000.00	30,000.00	2,595.68	24,113.12	5,886.88	80.38
216-000-670.01	RAMP/ TIE DOWN FEE	0.00	0.00	90.00	180.00	(180.00)	100.00
216-000-672.00	AFTER HOUR FEES	200.00	200.00	250.00	2,000.00	(1,800.00)	1,000.00
216-000-672.01	TERMINAL SIGN DISPLAY	200.00	200.00	0.00	0.00	200.00	0.00
216-000-676.00	MISCELLANEOUS REVENUE	500.00	500.00	0.00	33.16	466.84	6.63
216-000-677.00	SALARY REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
216-000-699.00	TRANSFERS/APPROPRIATION	58,991.00	58,991.00	0.00	58,991.00	0.00	100.00
216-000-699.01	COUNTY APPROPRIATION - CAPITAL IMPROVEM	155,000.00	155,000.00	0.00	155,000.00	0.00	100.00
216-000-699.02	EQUITY TRANSFER FROM AIRPORT	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00
216-000-699.03	TRANSFER IN FROM FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
216-000-699.04	TRANSFER IN FROM DESIGNATED	0.00	42,245.09	0.00	0.00	42,245.09	0.00
Total Dept 000 - NONE		485,341.00	527,586.09	17,393.22	365,279.24	162,306.85	69.24
TOTAL REVENUES		485,341.00	527,586.09	17,393.22	365,279.24	162,306.85	69.24
Expenditures							
Dept 585							
216-585-704.00	SALARIES	96,020.00	97,940.00	7,407.69	49,061.38	48,878.62	50.09
216-585-705.00	SALARIES - PART TIME	24,149.00	24,632.00	1,913.74	13,595.87	11,036.13	55.20
216-585-706.00	OVERTIME	3,000.00	3,000.00	602.32	4,150.30	(1,150.30)	138.34
216-585-707.00	LONGEVITY	1,000.00	1,000.00	0.00	1,000.00	0.00	100.00
216-585-712.00	HOSPITAL INSURANCE	31,663.00	31,663.00	1,642.75	17,089.08	14,573.92	53.97
216-585-713.00	LIFE INSURANCE	60.00	60.00	2.36	28.32	31.68	47.20
216-585-715.00	FICA-OASDI	7,022.00	7,171.00	475.32	3,962.60	3,208.40	55.26
216-585-715.01	FICA-MEDI	1,642.00	1,677.00	111.15	866.48	810.52	51.67
216-585-716.00	WORKMENS COMPENSATION	4,871.00	5,531.00	2,743.99	5,208.76	322.24	94.17
216-585-718.00	RETIREMENT	3,972.00	4,052.00	0.00	0.00	4,052.00	0.00
216-585-718.01	MERS UNFUNDED LIABILITY	0.00	6,180.00	515.00	5,150.00	1,030.00	83.33
216-585-727.00	OFFICE SUPPLIES	350.00	350.00	12.17	192.43	157.57	54.98
216-585-728.00	OFFICE EQUIPMENT	400.00	400.00	0.00	31.60	368.40	7.90
216-585-729.00	POSTAGE	300.00	300.00	12.09	166.09	133.91	55.36
216-585-729.01	MISCELLANEOUS PURCHASES	0.00	0.00	(40.08)	0.00	0.00	0.00
216-585-742.00	GAS, OIL ETC	1,000.00	1,000.00	40.08	2,779.23	(1,779.23)	277.92
216-585-743.00	AVIATION FUEL PURCHASES	85,000.00	85,000.00	0.00	67,222.95	17,777.05	79.09
216-585-743.01	CREDIT CARD PROCESSING FEES	3,000.00	3,000.00	262.66	2,516.86	483.14	83.90
216-585-744.00	EQUIPMENT FUEL PURCHASE	2,000.00	2,000.00	1,493.59	3,215.59	(1,215.59)	160.78
216-585-745.00	UNIFORMS	1,500.00	1,500.00	0.00	1,531.33	(31.33)	102.09
216-585-755.01	OTHER OPERATING - JANITORIAL	2,000.00	2,000.00	165.22	1,966.97	33.03	98.35
216-585-755.02	OTHER OPERATING - GENERAL	2,000.00	2,000.00	0.00	1,326.74	673.26	66.34

REVENUE AND EXPENDITURE REPORT FOR MENOMINEE COUNTY  
 PERIOD ENDING 08/31/2018

GL NUMBER	DESCRIPTION	2017-18		2017-18 AMENDED BUDGET	YTD BALANCE 08/31/2018 NORM (ABNORM)	ACTIVITY FOR MONTH 08/31/18 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
		ORIGINAL BUDGET						
Fund 216 - MENOMINEE REGIONAL AIRPORT								
Expenditures								
216-585-755.03	LICENSES/PERMITS	1,000.00		1,000.00	385.00	0.00	615.00	38.50
216-585-756.01	CONSTRUCTION SUPPLIES	1,000.00		1,000.00	0.00	0.00	1,000.00	0.00
216-585-801.00	PROFESSIONAL/CONTRACTURAL SERVICES	3,000.00		3,000.00	2,529.66	172.60	470.34	84.32
216-585-801.01	AUDIT SERVICES	0.00		0.00	0.00	0.00	0.00	0.00
216-585-831.00	LIABILITY INSURANCE	13,000.00		13,000.00	10,620.46	0.00	2,379.54	81.70
216-585-850.00	TELEPHONE/INTERNET	4,300.00		4,300.00	3,763.10	360.50	536.90	87.51
216-585-860.00	TRAVEL/CONFERENCES	520.00		520.00	0.00	0.00	520.00	0.00
216-585-901.00	ADVERTISING	500.00		500.00	221.76	0.00	278.24	44.35
216-585-920.00	NATURAL GAS/HEATING	5,000.00		5,000.00	4,555.80	30.19	444.20	91.12
216-585-920.01	WATER	500.00		500.00	417.52	0.00	82.48	83.50
216-585-920.02	SEWER	500.00		500.00	476.02	0.00	23.98	95.20
216-585-920.03	ELECTRIC	9,000.00		9,000.00	6,703.68	369.84	2,296.32	74.49
216-585-930.03	DO NOT USE	0.00		0.00	0.00	0.00	0.00	0.00
216-585-955.00	AIRPORT SALES TAX	6,500.00		6,500.00	5,520.62	1,391.81	979.38	84.93
216-585-970.00	CAPITAL OUTLAY	55,000.00		82,245.09	34,477.05	(2,721.26)	47,768.04	41.92
216-585-970.01	CAPITAL OUTLAY - COURTESY VAN	0.00		15,000.00	0.00	0.00	15,000.00	0.00
216-585-970.02	FIRE CRASH BLDG EXPANSION	100,000.00		100,000.00	0.00	0.00	100,000.00	0.00
216-585-981.00	EQUIPMENT MAINTENANCE/PARTS	3,000.00		3,000.00	3,682.57	0.00	(682.57)	122.75
216-585-981.01	AIRFIELD MAINTENANCE/REPAIRS	1,500.00		1,500.00	3,048.03	0.00	(1,548.03)	203.20
216-585-981.02	BUILDING MAINTENANCE/REPAIRS	2,000.00		2,000.00	1,048.14	0.00	951.86	52.41
216-585-984.00	NEW/REPLACEMENT EQUIPMENT	2,000.00		2,000.00	59.98	0.00	1,940.02	3.00
216-585-990.00	AIRPORT LOAN - PRINCIPAL	4,726.00		5,137.39	0.00	0.00	5,137.39	0.00
216-585-990.01	AIRPORT LOAN - INTEREST	1,346.00		934.61	0.00	0.00	934.61	0.00
Total Dept 585 - AIRPORT EXPENDITURE		485,341.00		537,093.09	258,571.97	18,820.13	278,521.12	48.14
TOTAL EXPENDITURES		485,341.00		537,093.09	258,571.97	18,820.13	278,521.12	48.14
Fund 216 - MENOMINEE REGIONAL AIRPORT:								
TOTAL REVENUES		485,341.00		527,586.09	365,219.24	17,393.22	162,306.85	69.24
TOTAL EXPENDITURES		485,341.00		537,093.09	258,571.97	18,820.13	278,521.12	48.14
NET OF REVENUES & EXPENDITURES		0.00		(9,507.00)	106,707.27	(1,426.91)	(116,214.27)	1,122.41

**AMENDMENT #1 TO PRIVATE TENANT LAND LEASE**

This Amendment #1 is entered into by and between Menominee County (Lessor), and Richard Chaltry (Lessee), and amends the May 18, 2018 lease entered into between Lessee and Lessor for lease of real property located at the Menominee Regional Airport ("the Airport").

1. The parties agree to amend the Lease as follows:

1. Term. The parties agree to amend the term of the lease to a period of sixteen (16) years, commencing on June 26, 2018 and expiring on June 26, 2034. At the end of the sixteen (16) year term, the parties may, in writing and prior to the expiration of the initial term, mutually agree to renew this lease for one additional period of ten (10) years. This lease may be terminated by either party with a thirty (30) day written notice prior to the expiration of the initial term or the expiration of an extension thereof.

2. All other provisions of the lease shall remain in full force and effect.

3. This Amendment takes effect upon execution by both parties.

LESSOR: Menominee County

LESSEE: Richard Chaltry

By: \_\_\_\_\_  
Gerald Piche, County Board Chair

By: Richard Chaltry  
Title: Owner Hanger 14B

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

Dated: Sept 10, 2018

**AMENDMENT #1 TO PRIVATE TENANT LAND LEASE**

This Amendment #1 is entered into by and between Menominee County (Lessor), and Gene Coleman (Lessee), and amends the May 15, 2018 lease entered into between Lessee and Lessor for lease of real property located at the Menominee Regional Airport ("the Airport").

1. The parties agree to amend the Lease as follows:

1. Term. The parties agree to amend the term of the lease to a period of sixteen (16) years, commencing on June 26, 2018 and expiring on June 26, 2034. At the end of the sixteen (16) year term, the parties may, in writing and prior to the expiration of the initial term, mutually agree to renew this lease for one additional period of ten (10) years. This lease may be terminated by either party with a thirty (30) day written notice prior to the expiration of the initial term or the expiration of an extension thereof.

2. All other provisions of the lease shall remain in full force and effect.

3. This Amendment takes effect upon execution by both parties.

LESSOR: Menominee County

By: \_\_\_\_\_  
Gerald Piche, County Board Chair

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

LESSEE: Gene Coleman

By: Gene Coleman

Title: owner

Dated: 8-28-18

**AMENDMENT #1 TO PRIVATE TENANT LAND LEASE**

This Amendment #1 is entered into by and between Menominee County (Lessor), and Richard Coleman (Lessee), and amends the May 15, 2018 lease entered into between Lessee and Lessor for lease of real property located at the Menominee Regional Airport ("the Airport").

1. The parties agree to amend the Lease as follows:

1. **Term.** The parties agree to amend the term of the lease to a period of sixteen (16) years, commencing on June 26, 2018 and expiring on June 26, 2034. At the end of the sixteen (16) year term, the parties may, in writing and prior to the expiration of the initial term, mutually agree to renew this lease for one additional period of ten (10) years. This lease may be terminated by either party with a thirty (30) day written notice prior to the expiration of the initial term or the expiration of an extension thereof.

2. All other provisions of the lease shall remain in full force and effect.

3. This Amendment takes effect upon execution by both parties.

LESSOR: Menominee County

By: \_\_\_\_\_  
Gerald Piche, County Board Chair

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

LESSEE: Richard Coleman

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

Title: Owner

Dated: 9/28/18

**AMENDMENT #1 TO PRIVATE TENANT LAND LEASE**

This Amendment #1 is entered into by and between Menominee County (Lessor), and Robert Cappaert (Lessee), and amends the May 1, 2018 lease entered into between Lessee and Lessor for lease of real property located at the Menominee Regional Airport ("the Airport").

1. The parties agree to amend the Lease as follows:

1. Term. The parties agree to amend the term of the lease to a period of fifteen (15) years, commencing on June 26, 2018 and expiring on June 26, 2033. At the end of the fifteen (15) year term, the parties may, in writing and prior to the expiration of the initial term, mutually agree to renew this lease for one additional period of ten (10) years. This lease may be terminated by either party with a thirty (30) day written notice prior to the expiration of the initial term or the expiration of an extension thereof.

2. All other provisions of the lease shall remain in full force and effect.

3. This Amendment takes effect upon execution by both parties.

LESSOR: Menominee County

LESSEE: Robert Cappaert

By: \_\_\_\_\_  
Gerald Piche, County Board Chair

By: Robert Cappaert  
Title: OWNER

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

Dated: 08/27/2018