Muskegon County Airport
Airport Advisory Committee

Tuesday, May 7, 2019
12:00 Noon
Airport Terminal Lake Michigan Room

Agenda

1. Call to Order

2. Approval of Minutes

3. Informational Items

4. Action Items

5. Request to reclassify the Airport Administration Analyst to Airport Finance & Administration Coordinator.

6. Acceptance of MDOT Airport Awareness Grant No. 2019-0507.

7. Old Business

8. New Business

   a. Discussion of proposed Advisory Committee re-organization

9. Adjournment

Airport Advisory Committee Members
Terry Boer (Business Park) – Term Exp. 12/31/18
Anthony Chandler (Norton Shores) – Term Exp. 12/31/19
Rich Houtteman (Private) – Term Exp. 12/31/19
Kenneth Mahoney (Commissioner) – Term Exp. 12/31/18
David Kendall (Public) – Term Exp. 12/31/19

Robert Gustafson (Public) – Term Exp. 12/31/19
Vacant (Private) – Term Exp. 12/31/18
Robert Scolnik (Commissioner) – Term Exp. 12/31/18
Rillastine Wilkins (Commissioner) – Term by Virtue of Office
Cindy Larsen (Chamber) – Term Exp. 12/31/19
Vacant (Business Park)

Muskegon County Airport • 99 Sinclair Drive • Muskegon, MI 49441 • 231-798-4596
Meeting Minutes Not Available For This Meeting

<table>
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<th>United Airlines</th>
<th>2019</th>
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2. Airline Service & Charter Programs

A. Airline Schedule – The April numbers were down substantially compared to March; However, April is traditionally a slower month after the spring break travel.

B. Casino Flights.
   i. Atlantic City, NJ: May 8-11, June 10-13, and July 8-11
   ii. Laughlin, NV: There was one casino charter flight in April. Next flights TBD.
   iii. Biloxi, MS: June 14-18

3. Airport Budget

A. FY20 Operating Budget. The Airport has submitted its proposed Fy2020 Operating Budget which was due to the County May 3. Staff will continue to maximize federal and state grant funding for airfield capital projects to the greatest extent possible and continues to develop a more comprehensive non-grant fundable projects list for the maintenance, repair or replacement of airport building systems, infrastructure and vehicles/equipment.

4. Airport Capital Improvement Program / Grant Program

A. FAA Supplemental Grant Funding. The County Board approved the Airport’s proposed project list on October 25 to apply for supplemental project funding for an Airport Master Plan Update, purchase an Airport Sweeper, Design and construct a new Snow Removal Equipment facility, and design and construction of terminal upgrades and improvements. All requests are subject to final approval and receipt of funding from FAA; staff has still not yet received any notice from FAA of project approval/denial.

B. Runway 6/24 Pavement and Lighting Rehabilitation project. The project commenced on April 29 with an 80-day construction schedule.

C. MDOT Air Service Grant – Air Service Awareness. In February, MDOT Aeronautics notified commercial service airports that additional funding was available through the Air Service Awareness grant program. The Airport submitted a
request for an additional $10,000 (the maximum allowable) for air service marketing efforts; the grant has been received.

5. Economic Development

A. No Update.

6. Airport Public Relations, Marketing & Advertising

A. Air Service Marketing. The airport is shifting towards its summer marketing program push.

B. U.S. Coast Guard summer helicopter operations. The U.S. Coast Guard helicopter will be returning mid to late May for its annual Memorial Day through Labor Day schedule to provide search & rescue for the west Michigan lakeshore region.

C. Summer Food Truck event. The Airport is getting ready for the weekly food truck event at the terminal.

7. Airport Administration, Operations, and Maintenance Programs

A. PFAS Testing. The testing of homes identified by the County continues.

   AFFF Testing Equipment. The purchase of the E-One ECOLOGIC system is in progress.

B. Terminal Parking Access and Revenue Control (PARCS). Staff is completing review of the submittal from Light & Bruening (the airport’s current PARCS contractor) and will bring a motion to the Board for award of contract in May subject to final review.

8. Federal & State Legislative Issues

Federal.

Infrastructure Package Remains in Spotlight Following White House Meeting (05/03/19)

A potential infrastructure package will continue to be a topic of discussion in Washington following a meeting between President Trump and Democratic Congressional leaders and a House hearing where lawmakers voiced their support for adjusting the Passenger Facility Charge (PFC) cap and discussed their other infrastructure priorities. Lawmakers also discussed the need to lift the federal cap on local PFCs, airport infrastructure financing, the Essential Air Service program and other airport priorities in addition to a wide array of other infrastructure concerns.

White House Infrastructure Meeting (05/03/19)

The day before the Transportation Committee hearing, Democratic leaders in Congress met with President Trump to discuss an infrastructure package. After the meeting, Democratic leaders spoke favorably about the discussion and said the President agreed to invest $2 trillion in an infrastructure package. The President and congressional Democrats agreed to meet again in three weeks, when Democrats expect the President to come to the table with ideas on how to pay for a large infrastructure package.

Despite the positive comments after the meeting, the two parties have widely different views on how to pay for an infrastructure package. Some key lawmakers have expressed skepticism that Congress will be able to find agreement on funding sources for an infrastructure package this year.

LEO Reimbursement Program Discussed at Senate Hearing on DHS Budget Request (05/02/19)

Acting Homeland Security Secretary Kevin McAleenan returned to Capitol Hill to testify about the DHS budget request
for FY 2020 before the Senate Homeland Security Appropriations Subcommittee. McAleenan appeared at a similar hearing two days earlier held by the House DHS funding subcommittee.

The DHS budget proposes to increase the aviation passenger security fee by $1, from $5.60 to $6.60 per one way trip, which would raise approximately $600 million in FY 2020. The proposed fee increase has consistently been rejected by Congress in the past.

Later in the hearing, Ranking Member Tester asked about the rationale behind the proposed elimination of funding for the TSA law enforcement officer (LEO) reimbursement program. Tester noted that TSA Administrator David Pekoske has said the LEO program is "very valuable" for TSA and airports. Tester said the program "fills in some gaps that would be out there if it goes away" and questioned if it was smart to eliminate this program.

Chip Fulghum, the Acting DHS Undersecretary for Management who appeared at the hearing alongside McAleenan, replied that it was a "tough choice" to propose eliminating the program. Fulghum said that DHS is hopeful that more states and localities will provide the resources, and specifically cited this for the TSA’s Visible Intermodal Protection and Response (VIPR) program. Ranking Member Tester urged DHS officials to reconsider the request to zero out these programs.

Michigan Legislature. No Update.

9. Action Items

The Airport is planning to bring the following item(s) to the Board of Commissioners in May:

- Approve request to reclassify the Airport Administration Analyst to Airport Finance & Administration Coordinator. *Attachment 1*
- Acceptance of MDOT Awareness Grant #2019-0507. *Attachment 2*
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

This item seeks approval of 2019 Michigan Air Service Program Grant Contract No. 2019-0507 for Airport Awareness Projects with the Michigan Department of Transportation. The grant provides $10,000 of State Aviation Funds for various Airport marketing and promotional projects and requires a local match of 10% ($1,112). The required local match is budgeted for in the Airport’s FY2019 Budget (5810-0536-539.000 State Grant $20,000).

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to approve Michigan Air Service Program Grant Contract No. 2019-0507, providing $10,000 of State Aviation Funds for Airport marketing and promotional projects and requiring a local match of $1,112 as identified in the Airport’s FY2019 approved budget.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:

FINANCE & MANAGEMENT ANALYSIS:

CORPORATE COUNSEL ANALYSIS:

CONCUR

ADMINISTRATOR RECOMMENDATION:

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee

05/07/17

AGENDA DATE: 05/21/19
AGENDA NO.: TR19/05-XX
BOARD DATE: 05/23/19
PAGE NO.
MICHIGAN AIR SERVICE PROGRAM GRANT CONTRACT

FOR

AIRPORT AUTHORITY OR ELIGIBLE GOVERNMENTAL AGENCY

AIRPORT AWARENESS PROJECTS

This Contract is made and entered into this date of ______________________ by and between the Michigan Department of Transportation (MDOT) and Muskegon County Board of Commissioners (AGENCY) for the purpose of MDOT assisting the AGENCY with cooperative airport awareness efforts.

The parties agree that:

1. DEFINITIONS

   As used in this Contract:

   GUIDELINES - Means the Michigan Air Service Program Guidelines, dated November 2016, as approved on November 9, 2016, incorporated herein by reference.

   OFFICE - Means the MDOT Office of Aeronautics.

   PLAN - Means the cooperative Airport Awareness Activity Plan to be submitted by the AGENCY and approved in writing by MDOT in accordance with the GUIDELINES.

   PROJECT - Means the preparation of the PLAN and the performance of the work set forth in the approved PLAN.

2. PURPOSE

   This Contract sets forth a grant from MDOT to the AGENCY for the purpose of performing or causing to be performed the PROJECT.
The AGENCY will begin, carry on, and complete the PROJECT with all practical dispatch in a sound, economical, and efficient manner and in accordance with the provisions of this Contract and with all applicable laws.

The AGENCY will initiate and prosecute to completion all proceedings necessary to enable the AGENCY to commit its share of the PROJECT costs at or prior to the time that such funds are needed to meet PROJECT commitments.

3. FUNDING

The PROJECT cost participation is estimated to be as shown below:

Maximum MDOT Funds (90%) .........................................................$10,000.00  
Estimated AGENCY Funds (10%) ..................................................$1,111.00  
Estimated Total PROJECT Cost ...................................................$11,111.00

The amount of MDOT funds shown above is MDOT’s maximum obligation for funds for the PROJECT. The maximum amount of MDOT funds and/or the percentage share shown herein will not be increased without the award of a prior written amendment to this Contract by the parties. Payments to the AGENCY under this Contract will be subject to the availability of sufficient funds as certified by MDOT.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

4. ELIGIBLE PROJECT COSTS

a. Eligible PROJECT costs are limited to (1) the costs of the PROJECT items and activities shown in the approved PLAN, subject to the provisions of the GUIDELINES; and (2) PLAN preparation costs incurred after the award of this Contract and prior to the approval of the PLAN (if a consultant is used in accordance with the GUIDELINES), up to three percent (3%) of the PROJECT total.

b. AGENCY administrative costs and in-kind services of AGENCY staff are not eligible PROJECT costs.

c. Any costs incurred prior to the award of this Contract will not be eligible for MDOT participation.

d. Any costs incurred in the performance of the PROJECT prior to the written approval of the PLAN by MDOT will not be eligible for MDOT participation.
e. The AGENCY agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The AGENCY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

5. PAYMENTS

In order to receive funds under this Contract, the AGENCY must:

a. Submit progress billings to the OFFICE for payment at least quarterly. The grant amount will be provided to cover allowable costs as indicated in the approved PLAN.

b. Within sixty (60) days after PROJECT completion or termination, the AGENCY will submit to MDOT a billing designated as “Final Billing” to be charged against the Contract, with supporting documentation to substantiate the request for payment. Upon written request by the AGENCY to MDOT within the sixty (60) day period, which request will include documentation of the circumstances that prevent timely submissions of all billings that support the final billing, MDOT may, in writing, extend the sixty (60) day period to a date certain. If the AGENCY fails to provide all billings and supporting documentation for the final billing sixty (60) days after the date of PROJECT completion or termination, or before or upon the extended date certain established by MDOT, MDOT may elect not to accept any further billings, regardless of whether or not the costs are otherwise allowable under this Contract.

c. Reimbursement of any costs pursuant to this section will not constitute a final determination by MDOT of the allowability of such costs and will not constitute a waiver by MDOT of any violation of the terms of this Contract committed by the AGENCY. The final cost for services performed under this Contract will be determined only after completion of an audit by MDOT pursuant to the terms of Section 8 hereof. The provisions of this section will be included in all subcontracts relating to this Contract.

6. TERMINATION OR SUSPENSION

For any reason, MDOT may, by thirty (30) days written notice to the AGENCY, suspend any or all of the rights and obligations under this Contract until such time as the event or condition resulting in such suspension has ceased or been corrected, or MDOT may, by thirty (30) days written notice to the AGENCY, terminate any or all of the rights and obligations under this Contract.

In the event that termination by MDOT is necessitated by any wrongful breach, failure, default, or omission by the AGENCY, MDOT will be entitled to pursue whatever remedy
is available to it, including, but not limited to, withholding funds or setting-off against funds owed to the AGENCY under this Contract, as well as any other existing or future contracts between the AGENCY and MDOT for any and all damages and costs incurred or sustained by MDOT as a result of its termination of this Contract due to the wrongful breach, failure, default, or omission by the AGENCY.

7. ACCOUNTING RECORDS AND DOCUMENTATION

a. The AGENCY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.

b. Audit and Inspection: The AGENCY will comply with the provisions of 1951 PA 51; MCL 247.660h.

c. The AGENCY will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the AGENCY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.

e. If any part of the work is subcontracted, the AGENCY will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.

8. AUDIT AND REPAYMENT

In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the AGENCY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the AGENCY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the AGENCY will (a) respond in writing to the responsible Bureau or Office of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the AGENCY may supply appropriate
excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The AGENCY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the AGENCY, the AGENCY will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the AGENCY fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the AGENCY agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the AGENCY under this Contract, or any other agreement, or payable to the AGENCY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The AGENCY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT’s decision only as to any item of expense the disallowance of which was disputed by the AGENCY in a timely filed RESPONSE.

9. THIRD-PARTY CONTRACT PROCEDURES

a. The AGENCY will not sublet any portion of the Contract without the prior written approval of MDOT, and any subcontracts will include all applicable provisions of this Contract.

All subcontracts, including amendments, in excess of Twenty-Five Thousand Dollars ($25,000.00) will be submitted to and approved by MDOT prior to being signed by the AGENCY. The AGENCY will not enter into multiple subcontracts of lesser amounts for the purpose of avoiding such approval process.

Approval of said contracts is given solely for the purposes of MDOT. Approval does not constitute an assumption of liability, a waiver, or an estoppel to enforce any of the requirements of this Contract, nor will any such approvals by MDOT be construed as a warranty of the third party’s qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.
b. PROJECT Related Procurement Documents: The AGENCY will submit to the OFFICE copies of the following procurement documents:

i. Invitations for Bids (IFBs) - to be submitted by the AGENCY upon distribution.

ii. Amendments to the above - to be submitted by the AGENCY prior to distribution.

c. Competitive Bidding: The AGENCY:

i. Will document competitive quotations utilizing local procurement procedures for third-party contractual agreements of Twenty-Five Thousand Dollars ($25,000.00) and under.

ii. Will advertise for competitive bids on third-party contractual agreements over Twenty-Five Thousand Dollars ($25,000.00), except for contracts for professional and consulting services.

iii. Will solicit proposals from an adequate number of sources to permit reasonable competition for contracts for professional and consulting services over Twenty-Five Thousand Dollars ($25,000.00).

iv. May award a contract to a responsible bidder other than the lowest in price, provided that appropriate provision for such action is included in the IFB upon which bids are invited. Justification of such selection will be provided to the OFFICE prior to the award of the contract.

d. All agreements and/or contracts or supply requisitions will be in accordance with the requirements of 2 CFR Part 200.

10. APPOVALS

Any approvals, reviews, acceptances, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that the same are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals are a governmental function incidental to the services under this Contract.

Any such approvals, reviews, acceptances, and/or inspections by MDOT will not relieve the AGENCY of its obligations hereunder, nor are such approvals, reviews, acceptances, and/or inspections by MDOT to be construed as warranties as to the propriety of the AGENCY’s performance but are undertaken for the sole use and information of MDOT.
11. ACCESS

The AGENCY agrees to provide and will require its contractors to provide access by MDOT to all technical data, reports, documents, and work in process pertaining to the PROJECT. Copies of technical data, reports, and other documents will be provided by the AGENCY or its contractors to MDOT upon request.

12. INDEMNIFICATION

In addition to the protection afforded by any policy of insurance, the AGENCY agrees to indemnify, defend, and save harmless the State of Michigan, MDOT, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, and all officers, agents, and employees thereof:

a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the AGENCY in connection with the AGENCY’s performance of the PROJECT; and

b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and clean up costs, and for attorney fees and related costs arising out of, under, or by reason of the AGENCY’s performance of the services under this Contract, except claims resulting from the sole negligence of said indemnitee, its agents, or its employees.

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

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

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

In connection with the performance of the PROJECT under this Contract, the AGENCY (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The AGENCY further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said act, including Appendix B, attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of the PROJECT for which this Contract is made.

14. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321, et seq., the AGENCY, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

15. MISCELLANEOUS PROVISIONS

a. The AGENCY will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits that are applicable to the entry into and the performance of this Contract.

b. Neither the AGENCY nor any of its contractors nor their subcontractors will enter into any contract or arrangement in connection with the PROJECT in which any member, officer, or employee of the AGENCY during his/her tenure or for one (1) year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee acquires, prior to or during his/her tenure, any such interest, and if such interest is immediately disclosed to the AGENCY and such disclosure is entered upon the minutes of the governing board of the AGENCY, the AGENCY, with the prior written approval of MDOT, may waive the imposition of the prohibition contained in this subsection, provided that any such present member, officer, or employee will not participate in any action by the AGENCY relating to such contract, subcontract, or arrangement.
The AGENCY will insert in all of its contracts in connection with the PROJECT and will require its contractors to insert in each of their subcontracts the following provision:

"No member, officer, or employee of the Michigan Department of Transportation or the Muskegon County Board of Commissioners during his/her tenure or for one (1) year thereafter will have any interest, direct or indirect, in this Contract or the proceeds thereof."

The provisions of this subsection will not be applicable to any agreement between the AGENCY and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a State of Michigan agency.

c. The AGENCY warrants that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Contract. The AGENCY further warrants that no person having any such interest will be employed in the performance of this Contract.

d. None of the funds, materials, properties, or services obtained by MDOT or the AGENCY under this Contract will be used for any partisan political activity or to further the election or defeat of any candidate for public office.

e. No portion of the PROJECT will be assigned.

16. ASSIGNMENT OF ANTITRUST RIGHTS

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

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

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

17. **TERM OF CONTRACT**

This Contract will be in effect from the date of award through twelve (12) months; all PROJECT activities will be completed within this period.

Prior to expiration, the time for completion of performance under this Contract may be extended by MDOT upon written request and justification from the AGENCY. Upon approval and authorization by the OFFICE, a written time extension amendment will be prepared and issued by MDOT. Any such extension will not operate as a waiver by MDOT of any of its rights herein set forth.

The AGENCY agrees to notify MDOT of any event that may have significant potential impact on PROJECT progress.
18. SIGNING

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

MUSKEGON COUNTY BOARD OF COMMISSIONERS

By: __________________________________________
    Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: __________________________________________
    Title: Department Director
APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual’s ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers’ representative of the contractor’s commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor’s books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011
Appendix B
(Aeronautics)

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21
CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials of leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE: TRANSPORTATION  BUDGETED ☒  NON-BUDGETED ☐  PARTIALLY BUDGETED ☐

REQUESTING DEPARTMENT: AIRPORT  COMMITTEE DATE: 05/21/19  REQUESTOR SIGNATURE: ROBERT LUKENS

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The Airport is requesting Board approval to reclassify the Airport Management Analyst position into the Airport Finance & Administration Coordinator position.

The Airport Administration Analyst position was created in 2016 with the promotion of Rita Bierman from part-time Account Clerk. With the retirement of the Airport Secretary in 2017, the Administration Analyst assumed the majority of the Administration Secretary duties in addition to the normal Administration Analyst responsibilities to include handling the Board reports, meeting minutes and motions for both the Airport and MATS.

Because the Administration Analyst is handling additional workload, the Airport would like to modify the position to more fairly compensate for the work being performed. Therefore, the Airport is requesting Board authorization to reclassify the Airport Management Analyst into the Airport Finance & Administration Coordinator with a starting salary at Step 1 ($27,0930 per hour/$56,353/annually).

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to approve the Airport’s request to reclassify the Airport Management Analyst into the Airport Finance & Administration Coordinator with a starting salary at Step 1 ($27,0930 per hour/$56,353/annually).

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS: 

FINANCE & MANAGEMENT ANALYSIS: 

CORPORATE COUNSEL ANALYSIS: CONCUR

ADMINISTRATOR RECOMMENDATION: 

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee

AGENDA DATE: 05/21/19  AGENDA NO.: TR19/05-XX  BOARD DATE: 05/23/19  PAGE NO. 

05/07/19

Revised 5/6/19
MUSKEGON COUNTY, MICHIGAN

CLASS TITLE  AIRPORT FINANCE & ADMINISTRATIVE COORDINATOR

DISTINGUISHING FEATURES OF THE CLASS
An employee in this class, under general direction, performs professional accounting duties of substantial difficulty and assumes responsibility for the account and bookkeeping functions within a large County department or agency. The Airport Finance & Administrative Coordinator may assume responsibility for the supervision and training of lower level professional and/or support personnel; participates in a variety of professional accounting functions relating to the development and improvement of accounting system practices and procedures, assists in the preparation of and monitors the annual departmental budget, prepares various financial and technical reports and performs related duties as required.

The Airport Finance & Administrative Coordinator performs a variety of responsible accounting and communication duties. The Airport Finance & Administrative Coordinator is the first point of contact for the Airport’s internal and external customers. The Airport Finance & Administrative Coordinator is responsible for the effective day-to-day coordination of Airport administration.

SUPERVISION RECEIVED
An employee in this class under general direction, performs assignments on an independent basis and is accountable for the final results of work efforts.

SUPERVISION EXERCISED
The Airport Finance & Administrative Coordinator may supervise, train and coordinate the work efforts of lower level professional and support personnel within the department.

TYPICAL EXAMPLES OF WORK PERFORMED
(The following examples are intended to be descriptive but not restrictive.)

- Responsible for the accurate and timely completion of accounts payable including verification of purchases and determination of expenditure allocation
- Responsible for purchasing activities including product research and ensuring that budget funds are available, creating purchase orders and allocating expenditures to general ledger accounts
- Responsible for accounts receivable monthly billings including electrical billings that are audited annually as required by the Michigan Public Service Commission and quarterly water/sewer billings to Airport tenants. Communicates with tenants in collection of receivables. Analyzes, creates and communicates annual Consumer Price Index increases with Airport tenants.
- Responsible for accurate and timely completion of bi-weekly payroll
- Monitors, allocates and reconciles departmental County P-card transactions.
- Maintains and updates electronic fueling station records.
- Reconciles and prepares sales tax returns
- Responsible for automated parking system, including maintaining and troubleshooting pay station machines, reconciling and reporting monthly parking revenue including credit card transactions.
- Maintains departmental inventory of fixed assets
- Responsible for receipt and deposit of departmental revenues
- Maintains the Airport’s approved leave calendar

Answers a wide variety of public inquiries requiring considerable knowledge and familiarity with Airport operations. Answers telephones and receives visitors.
Coordinates internal and external meeting reservations for use of Airport facilities
Communicates and follows up with Airport tenants regarding requests/issues
AIRPORT FINANCE AND ADMINISTRATIVE COORDINATOR

T-Hangar coordination including renting of vacant hangars, communication with tenants and maintaining lease records.
Responsible for issuing access gate cards and employee parking cards and maintaining the related records.
Responsible for creating and maintaining both paper and electronic files. Includes searching records for requested information.
Assists Airport Manager in the general administration of the Airport.
Assists in the development of departmental procedures and policies.
May supervise lower level departmental employees in the completion of work efforts.
Assists with the development of automated systems and improves existing systems. Formulates, recommends and implements procedural changes in the operations within the department.
Coordinates day-to-day Airport administration activities.
Assists the Airport Manager in implementing and monitoring cost detailed programs and budgets.
Regularly attends monthly Transportation Committee and Airport Advisory Committee meetings.
Prepares agendas for meetings, minutes of the meetings, legal documents, resolutions and other related items as required.
Serves as a liaison and has direct contact with County Board members, corporate counsel and other departments.
Prepares standard and general journal entries of a more complex nature including budget adjustments and yearend entries.
Assists in the preparation of the annual budget for administrative review.
Develops and implements various office and accounting procedures within the department.
Completes various financial and technical reports for federal, state and local regulatory agencies.
Coordinates departmental accounting activities with the Accounting Department’s efforts in preparing the monthly ledger.
Works with County auditors to insure the validity of departmental books and records of account.
Regularly analyzes and prepares reports on cost data for administrative review.
Prepares various monthly, quarterly and annual statistical reports.
Assists department head in implementing and monitoring cost detailed programs and budgets.
Researches background data, analyzes documents and prepares reports and recommendations relative to departmental structures, functions and procedures in order to improve efficiency and effectiveness.
Prepares and maintains budgetary and accounting records and reports.
Reconciles grant revenues and expenditures with general ledger activity. Coordinates with federal and state agencies regarding grants status and implementation.
Prepares, reconciles and records grant reimbursement requests.
Responsible for Passenger Facility Charges receipt, reconciliation and reporting to federal agency.
Assists County auditors in annual Passenger Facility Charges audit.
Prepares annual Federal Aviation Administration Operating & Finance Summary reports.
Responsible for creating and submitting monthly Transportation Security Administration Law Enforcement Office reimbursement requests.
Prepares monthly operations reports and submits to state agency.
EXPERIENCE, TRAINING, KNOWLEDGE, SKILLS AND ABILITIES

A. **Required Experience and Training**
   - Possess a Bachelor's Degree from an accredited college or university with a major in Accounting, Business Administration or closely related field; AND
   - Have a minimum of three (3) years increasingly responsible experience working in the field of accounting.

B. **Required Knowledge, Skills and Abilities**
   - Thorough knowledge of accounting, budgetary and management principles and practices;
   - Considerable knowledge of financial and statistical reporting;
   - Considerable knowledge of general office practices and procedures;
   - Considerable knowledge of data processing techniques;
   - Considerable knowledge of fiscal accounting and auditing operations within the County;
   - Knowledge of principles of governmental organization and administration;
   - Considerable ability to maintain accurate records of expenditure and revenue levels and to perform cost-benefit analysis;
   - Considerable ability to devise and implement accounting methods;
   - Considerable ability to prepare oral and/or written financial and technical reports;
   - Considerable ability to exercise mature judgment and initiative in analyzing problems and recommending solutions;
   - Considerable ability to establish and maintain effective working relationship with supervisors, fellow employees and the general public;
   - Considerable ability to give as well as receive complex oral and written instructions;
   - Ability to work under the pressure of a deadline.

PHYSICAL ACTIVITIES
An employee in this class performs generally sedentary to light work activity requiring the occasional lifting of objects weighing thirty-five (35) pounds or less.

ENVIRONMENTAL CONDITIONS
This employee generally works in an office setting, although occasional travel to other County locations may be required.

CAREER OPPORTUNITIES
An employee in this class with sufficient training and experience may be considered for higher level accounting or administrative positions should vacancies occur.

________________________________________
Date: ________________________________

Kristen Wade, Human Resources Director
### AIRPORT ADMINISTRATION ANALYST

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### Airport Finance & Administration Coordinator

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