

# REQUEST FOR PROPOSAL

**RFP # 21-19**

## **Airport Building Redevelopment**

City of Ann Arbor  
Fleet & Facility Services



**Due Date: June 30, 2021 by 2:00 p.m. (local time)**

Issued By:

City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48104

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## **SECTION I - GENERAL INFORMATION**

### **A. OBJECTIVE**

The City of Ann Arbor is seeking qualified firms or individuals to redevelop the former Fixed Base Operator (FBO) building located at 719 Airport Drive at the Ann Arbor Municipal Airport (ARB) in Ann Arbor, MI. The City is open to another FBO operation in the building, but not solely focused on that use. Redevelopment of the facility with a primary aeronautical use that benefits the users of the airport and the City is the key objective. Proposals are being solicited to meet this objective. These proposals will be evaluated by airport staff and the Airport Advisory Committee that will make a recommendation to the Ann Arbor City Council that will have final decision authority.

### **B. BASE PROPOSALS AND ALTERNATE PROPOSALS**

The City of Ann Arbor requires all proposers to provide a base proposal that complies with the requirements of this RFP and is consistent with the attached proposed lease agreement. In addition to this base proposal, an offeror may submit an alternate proposal, which will also be reviewed and evaluated. Alternate proposals are not required. Additional details on alternate proposals are provided in Section I, Paragraph F of this RFP.

### **C. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS**

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

**All questions shall be submitted on or before June 4, 2021 at 10:00 a.m.**, and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Matthew Kulhanek, Airport Manager – [mjkulhanek@a2gov.org](mailto:mjkulhanek@a2gov.org)

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - [CSpencer@a2gov.org](mailto:CSpencer@a2gov.org)

Should any prospective offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective offeror find any ambiguity, inconsistency, or omission therein, the prospective offeror shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to [a2gov.org](http://a2gov.org) and [MITN.info](http://MITN.info) and it shall be the prospective offeror's responsibility to ensure they have received all addenda before

submitting a proposal. Any addendum issued by the City shall become part of the RFP and must be incorporated in the proposal where applicable.

#### **D. PRE-PROPOSAL MEETING**

No pre-proposal meeting will be held for this RFP. Please contact staff indicated above with general questions regarding the RFP.

#### **E. PROPOSAL FORMAT**

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective offeror. An official authorized to bind the offeror to its provisions must sign the proposal in ink. Each proposal must remain valid for at least one hundred fifty (150) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the offeror's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

#### **F. ALTERNATE PROPOSALS**

The City of Ann Arbor has traditionally capped land lease agreements at 20 years for the Ann Arbor Municipal Airport. The proposed lease agreement in this RFP includes this cap and the submitted base proposal should reflect this.

The City will also accept and review alternate proposals for the re-development of the building that do not need to be limited by the proposed lease agreement. Offerors are encouraged to be creative but must provide enough structure and detail in the alternate proposal for meaningful evaluation. This detail should include the key elements of a proposed lease. Alternate proposals must follow the same format as required in Section III and will be evaluated using the same criteria and scoring as provided in that Section.

Alternate proposals have a higher uncertainty of being approved by the City of Ann Arbor which is why offerors are required to submit a base proposal if an alternate is also being proposed. Alternate proposals should be included in the same sealed proposal submission as the base proposal and include the same required number of copies. **Like the base proposal, financial information for alternate proposals must also be provided in a separate, sealed envelope.** Financial information for both the base and alternate proposals should be clearly identified as such but can be combined in the same sealed envelope for financial information.

## G. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City and members of the Airport Advisory Committee will complete the evaluation.

The financial proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those financial proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their financial proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of July 19, 2021**. Offeror must be available on these dates.

The City will select one or more preferred proposals to complete due diligence on. All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

## H. SEALED PROPOSAL SUBMISSION

**All proposals are due and must be delivered to the City on or before, June 30, 2021 by 2:00 p.m. (local time).** Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

**Each respondent must submit in a sealed envelope**

- **one (1) original proposal**
- **four (4) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

**Each respondent must submit in a single separate sealed envelope marked Financial Proposal**

- **two (2) copies of the financial proposal**

**The financial proposal and all costs must be separate from the rest of the proposal.**

Proposals submitted must be clearly marked: **“RFP No. 21-19 – Airport Building Redevelopment”** and list the offeror’s name and address.

Proposals must be addressed and delivered to:  
City of Ann Arbor  
c/o Customer Service  
301 East Huron Street  
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall. The City will not be liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective offeror. However, additional time may be granted to all prospective offerors at the discretion of the City.

**A proposal may be disqualified if the following required forms are not included with the proposal:**

- **Attachment C - Vendor Conflict of Interest Disclosure Form of the RFP Document**
- **Attachment D – City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**

***Proposals that fail to provide the completed forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.***

***Please do not provide these forms outlined directly above only within the separately sealed Financial Proposal envelope.***

***All proposed financial information, including proposed lease rates and capital investments herein should be provided in the separately sealed Financial Proposal envelope only.***

## **I. DISCLOSURES**

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

## **J. TYPE OF CONTRACT**

A sample of the Proposed Lease Agreement is included as Attachment A. Those who wish to submit a proposal to the City are required to review this proposed lease agreement carefully.

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected offeror's response thereto, shall constitute the basis of the scope of services in the contract by reference.

## **K. CONFLICT OF INTEREST DISCLOSURE**

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected offeror unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

## **L. COST LIABILITY**

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the offeror prior to the execution of a Lease Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, offeror agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

## **M. DEBARMENT**

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

## **N. PROPOSAL PROTEST**

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The offeror must clearly state the reasons for the protest. If an offeror contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the offeror to the Purchasing Manager. The Purchasing Manager will provide the offeror with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

## **O. SCHEDULE**

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Business Plan in Section III.

The following is the proposed schedule for this RFP process.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Written Question Deadline	June 4, 2021, 10:00 a.m.
Addenda Published (if needed)	On or before June 11, 2021
Proposal Due Date	June 30, 2021 by 2:00 p.m.
Tentative Interviews (if needed)	Week of July 19, 2021
Selection/Due Diligence/Negotiations	Aug/Sep 2021
Expected City Council Consideration	November 2021

The above schedule is for information purposes only and is subject to change at the City's discretion.

## **P. IRS FORM W-9**

The selected offeror will be required to provide the City of Ann Arbor an IRS form W-9.

## **Q. RESERVATION OF RIGHTS**

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.



2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all offerors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more consultants to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

## **R. ENVIRONMENTAL COMMITMENT**

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

## **SECTION II - SCOPE OF SERVICES**

### **A. BACKGROUND**

The Ann Arbor Municipal Airport (ARB) is a public-use, general aviation airport owned and operated by the City of Ann Arbor, Michigan. The airport is located in Pittsfield Charter Township, Washtenaw County, Michigan and consists of approximately 730 acres. The primary runway, Runway 6/24, is a grooved concrete surface that is 3,505 feet long by 75 feet wide. ARB also has a secondary crosswind turf runway, Runway 12/30, that is 2,750 feet long by 110 feet wide.

ARB is a very active general aviation facility and houses approximately 175 based aircraft, ranging from small jet to small fixed wing aircraft, in 150 t-hangars and an assortment of other hangar facilities. The airfield is home to a FAA staffed control tower that operates daily from 8:00 am until 8:00 pm. Annual operations, fuel sales and other specific information about ARB is provided in Appendix A.

**Fixed Based Operators (FBO)** - The airport is currently served by two general FBO's (Solo Aviation & Aviation Center) and a smaller FBO (Bijan Air) that services only rotary aircraft. These FBO's provide fueling, aircraft rental, flight training, full A & P and other ancillary services at the airport. There is no avionics shop based at the airport. Aviation Center, currently located in the subject building, will be ending service with the redevelopment of this structure.

**Fuel Services** - AvFuel Corporation operates the airport fuel farm that provides wholesale 100LL and Jet A to all three FBO's who fuel the end users. AvFuel does not provide direct fuel sales to aircraft and there is no self-service fueling at ARB.

**Flight Training** – Flight training at the airport is provided by the two general FBO's and two non-profit flying clubs. The airport is a very active student-training environment.

**Car Rental** – Enterprise and National car rental agencies are located in the terminal building at the Ann Arbor Airport. The two firms provide a large variety of vehicles based at the airport. Other car rental agencies are available in the Ann Arbor area and support the needs of the airport.

**Building Assessment** - The City had a professional engineer do a complete Facility Assessment of the structure in December 2018. A copy of that report is included in Appendix C. The purpose of that assessment is to provide a uniform report to all parties interested in submitting a proposal under this RFP. It is also meant to limit initial evaluations of the site to minimize disruptions to the ongoing business activity.

**Environmental Assessment** – The City had a professional environmental consultant complete a Phase I Environmental Site Assessment (November 2018) and a Phase II Environmental Site Assessment (December 2018) for the facility. Copies of those reports are available by contacting [mjkulhanek@a2gov.org](mailto:mjkulhanek@a2gov.org). No concentrations of

contaminants were found in soil or groundwater samples as part of this assessment. Below is an excerpt from the executive summary of the Phase II report.

*“Based on the results of this Phase II ESA and the absence of target analytes above the most restrictive Part 201 Residential cleanup criteria, the subject property is not a “facility,” as defined in Section 20101(1)(r) of Part 201, of P.A. 451 of 1994, as amended.*

*The RECs identified in PM’s November 2018 Phase I ESA have been adequately assessed and no further investigation is warranted at this time.”*

## **B. OBJECTIVES**

The City of Ann Arbor is seeking qualified firms or individuals to redevelop the Fixed Base Operator (FBO) building located at 719 Airport Drive at the Ann Arbor Municipal Airport (ARB) in Ann Arbor, MI. The land lease for Aviation Center, the FBO operating at this location, has expired and they are operating on a month-to-month lease extension while the City proceeds through the RFP process. At the termination of their month-to-month lease extension, the City will take ownership of the 10,564 sf facility that was constructed in 1965 and has been under private ownership since. The City is open to another FBO operation in the building, but not solely focused on that use. Redevelopment of the facility with a primary aviation use that benefits the users of the airport and the City is the key objective. At the successful conclusion of this RFP process, the City anticipates entering into a long-term lease for use of the facility. Airport staff and members of the Airport Advisory Committee will evaluate these proposals and the full Airport Advisory Committee that will make a recommendation to the Ann Arbor City Council who will have final decision authority.

## **C. REQUIREMENTS**

1. Primary use of the facility shall be for aviation activities. Examples of such include FBO services, A & P repair services, avionics services, flight training, private or corporate hangar activities, aviation research and development, aviation education/technical training and other aviation related businesses. These are examples only and not meant to restrict any other appropriate aviation related activity.
2. The successful offeror will be required to enter into a long-term lease with the City of Ann Arbor for the facility. The current land lease rate at the airport is \$.4235 per square foot and the existing facility leases approximately 67,000 square feet of land. The lease will include an annual CPI based adjustment to the lease rate.
3. The successful offeror must be insurable to the levels required by the City of Ann Arbor in the land lease. Commercial operations have additional insurance requirements as listed in the City’s Commercial Use Permit.

4. Commercial operations at the site will require an annual Commercial Use Permit (CUP) issued by the City, a copy of which is include in Appendix B. The CUP requires additional insurance over that required by the lease agreement and requires payment of an annual fee that is based on the type(s) of commercial activity offered at the site.
5. The City will require exterior aesthetic improvements to the structure at the beginning of the lease term. The extent of these improvements and the timeframe required to complete them will be negotiated as part of the lease.

## **SECTION III - MINIMUM INFORMATION REQUIRED**

### **PROPOSAL FORMAT**

Offerors should organize Proposals into the following Sections:

- A. Offeror Qualifications
- B. Experience with Similar Operations/Development
- C. Proposed Business Plan
- D. Financial Proposal (include in a separate sealed envelope clearly marked "Financial Proposal")
- E. Authorized Negotiator
- F. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

#### A. Offeror Qualifications – 30 points

1. State the full name and address of the individual or business organization that will sign the lease agreement and be responsible for the operation of the facility. If it is a subsidiary element of another organization, provide the full name and address of any parent organization. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the name of key personnel and those with significant ownership interest (greater than 19% ownership) of the business organization. Indicate which of these individuals are considered key to the successful development and operation of the facility. Resumes and qualifications are required for all key personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
3. State history of the individual or business organization, in terms of length of existence, types of services provided, etc. Identify the details that make the firm uniquely qualified for this work.

#### B. Experience with Similar Operations/Development – 20 points

The written proposal must include a list of specific experience in the proposed business operation and demonstrated ability in successfully implementing similar business operations and development. A complete list of offeror work history in this, or similar, field is required. Any applicable references must be provided for this work history. The list shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Business Plan – 30 points

Provide a detailed and comprehensive description of how the offeror intends to use the facility and, if applicable, provide the services proposed in their response to this RFP. This description shall include, but not be limited to: how the facility will be used; any services provided to the public; staffing plan and skillset of such staff; available hours to provide any offered services; any proposed sublet spaces including the name and type of service provided by the sublet tenant; proposed renovations to the building broken down by interior and exterior improvements; proposed schedule for such improvements; any additional space needed beyond the existing site; and the company's general philosophy in regards to providing and offered services.

Offerors will be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Financial Proposal - 20 points (include in a separate sealed envelope clearly marked "Financial Proposal")

The Financial information shall be submitted in a separate, sealed, envelope as part of the proposal. The information must include proposed Rent broken down by the land rate and building rate. Proposed capital investment, broken down to match the proposed schedule of improvements provided in the Proposed Business Plan, shall also be provided. Relevant financial information on the individual or business organization making the proposal should be provided to demonstrate their ability to be successful with this facility.

Additional detailed financial information may be required prior to any recommendation of award to City Council. This future financial information may include financial statements, audits, internally prepared documentation if an audit is not prepared, insurability documentation or other documentation required by the City as part of their financial due diligence. **Please refer to Section I, paragraph G for disclosure information.**

E. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the lease agreement with the City.

F. Attachments

Legal Status of Offeror, Conflict of Interest Form and the Non-Discrimination Compliance Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

## **PROPOSAL EVALUATION**

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of offerors for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the offeror to be a candidate for an interview. The committee may contact references to verify material submitted by the offerors.
2. The committee then will schedule interviews with the selected short-list of offerors if necessary. The selected offerors will be given the opportunity to discuss in more detail their qualifications, past experience, proposed business plan and financial proposal.
3. Upon selection of the short-list of offerors, the committee will then review the financial information provided in the Financial Proposals
4. The interview must include the team members expected to implement the proposal, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the lead person on this proposal, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
5. The offerors interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected offeror may be pursued leading to the award of a contract by City Council, if the selection committee determines suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the offerors based on their proposals alone and open financial proposals before or prior to interviews.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this agreement is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

## **PREPARATION OF PROPOSALS**

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

## **ADDENDA**

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or the City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each offeror must acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the offeror of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.



## **SECTION IV - ATTACHMENTS**

Attachment A – Proposed Lease Agreement

Attachment B - Legal Status of Offeror

Attachment C – Vendor Conflict of Interest Disclosure Form

Attachment D – City of Ann Arbor Non-Discrimination Compliance Form

**ATTACHMENT A  
PROPOSED LEASE AGREEMENT**

**LEASE AGREEMENT  
BETWEEN THE CITY OF ANN ARBOR  
AND \_\_\_\_\_  
FOR THE PROPERTY LOCATED AT  
719 AIRPORT DRIVE**

This lease agreement (the "Agreement") is between the CITY OF ANN ARBOR, a Michigan municipal corporation ("City"), and \_\_\_\_\_, a \_\_\_\_\_ ("Lessee") and is effective as of the date of the last signature below (this date being the "Effective Date").

In consideration of the mutual promises below, City and Lessee agree as follows:

- (1) **PREMISES:** City leases to Lessee real property in Pittsfield Township, Washtenaw County, Michigan that is described in attached Exhibit A, and which is located at 719 Airport Drive (the "Premises"). The Premises include: the building on them, land around the building, including the aircraft ramp.
- (2) **TERM:** The term of this Agreement commences on the Effective Date and, absent earlier termination by City, expires after 20 years. At the end of this Agreement's term, all right, title and interest in the Premises, including in any improvements, additions, alterations, buildings, and fixtures, shall be absolutely and unconditionally vested in the City.
- (3) **RENT:** Lessee shall pay rent to City annually during the term of this Agreement in the amount of \_\_\_\_\_ for the part of the Premises that is land and \_\_\_\_\_ for the part of the Premises that consists of fixtures on that land for a total of \_\_\_\_\_ (the "Rent").  
Such Rent shall be due on or before each July 1<sup>st</sup> of the Agreement's term and its amount shall increase annually by the percentage increase, if any, in the Consumer Price Index ("CPI") published by the Bureau of National Statistics of the United States Department of Labor, U.S. City Average, All Items and Major Group Figures for Urban Wage Earners and Clerical Workers (1967 = 100). The CPI shall be calculated by using the 12-month period (April to April) preceding each July 1 when the rent adjustment is to take place. If a substantial change is made in the manner of computing the CPI, then the CPI shall be adjusted to the figure that would have been used had the manner of computing the CPI in effect at the date of this lease not been altered. If the CPI (or a successor or substitute index) is unavailable, a reliable governmental or other non-partisan publication evaluating the information used in determining the CPI shall be used. Delays in computing the CPI by either party shall not impair the continuing obligation of the Lessee to pay rent adjustments.
- (4) **HOLDING OVER:** If Lessee continues its possession of the Premises after termination of the Agreement or expiration of its term, then Lessee's tenancy shall be month-to-month and Lessee shall pay rent to City on the first day of every month in the amount of one-twelfth of the final adjusted amount of annual Rent. City's acceptance of such payments shall not result in a waiver of any of City's rights, nor shall it have the effect of extending this Agreement.
- (5) **LATE PAYMENT:** Any payment owed by Lessee to City under this Agreement but not timely made by Lessee shall accrue interest that the rate of 1% per month or the maximum rate allowable by law, whichever is lower.

- (6) **LEASE EXTENSION:** At least ninety 90, but not more than 180, days before expiration of this Agreement's term, Lessee shall notify City as to whether Lessee would like to extend the Agreement's term.  
Within the period extending from 180 days before the end of the Agreement's term through any ensuing month-to-month tenancy, City may show the Premises to prospective lessees, display the usual and ordinary "FOR RENT" signs in and about the Premises and otherwise advertise them, and do and have done such other things that are appropriate for releasing or otherwise disposing of the Premises.
- (7) **THIRD-PARTY PAYMENTS:** If Lessee fails to timely make any payment required by this Agreement to third-parties then City may, at its option, make such payment, in which case Lessee shall be liable to City for the same upon the City's provision of an invoice or bill to Lessee.
- (8) **USE AND OCCUPANCY:** It is understood and agreed between the parties that the Hangar, during the continuance of the lease, shall be used and occupied for aviation related activities and/or services and for no other purpose(s) without the written consent of the City. The Lessee by accepting this lease agrees for itself, its successors, and assigns that it shall not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from Ann Arbor Municipal Airport, or otherwise constitute a hazard. The Lessee shall not use the Premises in violation of any law, municipal ordinance or regulation. On any breach of this agreement, the City may at its option terminate the lease forthwith and reenter and repossess the Premises. The Lessee also agrees that the Airport Manager, and/or his/her duly authorized representative(s) or agent(s), may at any reasonable time enter upon the Premises for the purposes of making any inspection deemed necessary by the manager in order to determine whether Federal, State or Municipal rules and regulations governing the operation of the airport or the use and occupancy of leasehold interests are being complied with. It is mutually acknowledged that this agreement does not grant to the Lessee the right to engage in any commercial operation as defined in the Rules and Regulations pertaining to operation of Ann Arbor Municipal Airport, and specifically forbids commercial operations unless that right is granted by the City in an Airport Commercial Use Permit.
- (9) **ASSIGNMENT:** Lessee shall not assign, delegate, transfer, encumber or sublet this Agreement, or any part of it, without the City's express written consent, and any assignment, delegation, transfer, encumbrance or sublet attempted by Lessee in violation of this Section shall be void and amount to a material breach of the Agreement.
- (10) **INSOLVENCY:** To the fullest extent lawful, Lessee shall not become insolvent, bankrupt, or the subject of any receivership, nor shall Lessee make an assignment for the benefit of creditors or allow this Agreement to become subject to any creditor's remedies or supplemental proceedings.
- (11) **RIGHT TO MORTGAGE/SUBORDINATE:**
- (A) City may subject or subordinate this Agreement and the leasehold and tenancy it creates to the lien of any mortgage or mortgages now or later placed upon the City's interest in real property on which the Premises are located.
  - (B) This Agreement is subordinate and subject to any agreements between the City and the United States of America concerning airport operation or maintenance.
  - (C) Lessee shall execute and deliver upon demand to City, or any nominee or designee that City identifies, any and all instruments necessary or appropriate for City to exercise its rights under this Section. Licensee also hereby irrevocably appoints the City as Lessee's attorney-in-fact to execute and deliver any such instruments on Lessee's behalf.
- (12) **LESSEE TO INDEMNIFY:** Lessee shall indemnify, defend and hold harmless City from and of any and all costs, expenses, including attorney fees, damages, losses and liability for damages arising from or related to this Agreement or Lessee's tenancy.

- (13) **INSURANCE:** Lessee shall procure and keep in effect during the duration of this Agreement, and Lessee's possession of the Premises:
- "All risk" property insurance sufficient to cover the entire value of the Premises;
  - Public liability and property damage insurance for the benefit of the City in the sum of \$1,000,000 per occurrence and \$5,000,000 in the aggregate; and,
  - All other insurance required by law.
- Lessee shall ensure that City is an additional insured on any insurance policies required by this Section. Lessee shall promptly deliver to City proof of its compliance with the requirements of this Section upon the City's demand and to its satisfaction. If Lessee fails to comply with this Section, the City may, at its option, obtain any required insurance at Lessee's cost, which shall be paid by Lessee to City within 7 days of City providing Lessee a bill or invoice for the same.
- (14) **TERMINATION BY CITY:** City may terminate this Agreement in the event of any breach by Lessee, provided that such breach remains uncured 7 days after City provides Lessee written notice of said breach.
- (15) **IMPROVEMENTS/REPAIRS/ALTERATIONS:** Lessee shall, at its own cost, repair and maintain the Premises, including all of its paved surfaces, to City's satisfaction during its tenancy. Lessee shall also keep the Premises clean and free from rubbish and dirt, snow and ice, and the grass mowed at all times. If Lessee fails to comply with the obligations in this Section, the City may make the repairs or perform the maintenance at Lessee's cost, which amount shall be paid by Lessee to City within 7 days of City providing Lessee a bill or invoice for same. Beyond ordinary repairs and maintenance, Lessee shall not make any improvement, alteration, or addition, to the Premises, nor, at the end of its tenancy, shall Lessee remove any improvement, alterations or additions to the Premises, without the City's advance written approval.
- (16) **RESERVATIONS AND MISCELLANY:**
- (A) City may access the exterior of the Premises, including its roof, walls and any outdoor areas, at all times.
  - (B) City may develop or improve the operational and landing areas of the airport as it sees fit, regardless of the desires of Lessee, and without Lessee's interference.
  - (C) City may, but need not, maintain and keep in repair the landing area of the airport and all operational or publicly-owned facilities of the airport.
  - (D) Notwithstanding any other provision of this Agreement, City may enter the Premises to cure any breach of the Agreement by Lessee.
  - (E) Nothing in this Agreement shall be construed to grant Lessee any right, nor shall Lessee otherwise have in law or equity any right, to prevent any person from operating aircraft at the airport or performing any services on its own aircraft with its own employees, contractors, and agents.
  - (F) Lessee shall not erect nor permit the erection of any structure or object on the Premises above a mean sea level elevation of 845 feet. If Lessee breaches this limitation, City may remove the offending structure or object at Lessee's expense, which shall be promptly paid by Lessee to City upon City's tender to Lessee of a bill or invoice.
  - (G) Nothing in this Agreement shall be construed to give Lessee any right to restrict the airspace above the surface of the Premises, whether for noise or any other reasons.
  - (H) City reserves the right to use the airspace above the Premises for the operation of aircraft taking off or landing, at the Ann Arbor Municipal Airport. Lessee shall use the Premises in any manner that could interfere with the landing and taking off of aircraft from Ann Arbor Municipal Airport or otherwise constitute a hazard. If Lessee breaches this Subsection, City may enter the Premises and abate such

interference at the expense of the Lessee, which amount Lessee shall promptly pay the City upon receipt of an invoice or bill for the same.

- (I) City reserves the right to, and may, offset or setoff any amounts due to it from Lessee related to this Agreement against any amounts otherwise due from City to Lessee.
  - (J) City reserves the right to, and may, treat as a material breach of this Agreement any breach by Lessee of any legal duty to City, whether arising under this Agreement or otherwise.
  - (K) City reserves the right to further develop or improve any properties contiguous with or near the Premises.
- (17) **ACCESS TO PREMISES:** The City may enter upon the Premises and into any improvements on them at all reasonable hours to inspect them.
  - (18) **CARE OF PREMISES:** Lessee shall not injure or damage the Premises or be a nuisance or menace to other tenants, lessees or users of the City's airport property. If Lessee breaches these obligations, the City may enter the Premises and cure Lessee's breach(es) at Lessee's cost, which amount shall be paid by Lessee to City within 7 days of City providing Lessee a bill or invoice for the same.
  - (19) **COMPLIANCE WITH LAWS:** Lessee shall comply with all laws, orders, regulations, ordinances, and airport-related rules and regulations, as they may be amended from time to time, related to or affecting the Premises, regardless of their origin or kind, including the notification and review requirements in Part 77 of the Federal Aviation Regulations. Lessee shall apply for, obtain and maintain a Commercial Use Permit if it uses the Premises for commercial purposes.
  - (20) **CONDITION OF PREMISES AT TIME OF LEASE:** The Premises, with improvements depicted in Exhibit "B", is leased "as is." Lessee represents and warrants that it examined, and knows the condition of, the Premises, and that neither City nor its employees or agents have made any representations concerning the Premises' condition. Lessee accepts the Premises in its present condition at the date of the execution of this lease. The City shall not be responsible or liable to the Lessee for any loss or damage from the acts or omissions of persons occupying any part of adjoining buildings or any part of the Premises or for any loss or damage resulting to the Lessee or its property from bursting, stoppage, or leaking of water, gas, sewer or steam pipes.
  - (21) **UTILITIES AND TAXES:** During its tenancy, Lessee shall pay all amounts that become due for taxes, special assessments, gas, water, heat, electricity, or other utilities or services supplied or related to the Premises. Lessee shall provide the City proof of its compliance with the obligations in this Section upon the City's demand.
  - (22) **ADVERTISING DISPLAY:** Lessee shall not advertise on the premises without City's express written consent, which shall not be unreasonably withheld as long as the advertising is limited to whatever services Lessee provides on the Premises, and complies with the requirements of the municipality having jurisdiction.
  - (23) **RE-ENTRY:** If any rent is due and unpaid more than sixty (60) days, or if there is default in any promise in this lease, or if the Premises are deserted or vacated, then it shall be lawful for the City, its certain attorneys, representatives and assigns, to re-enter into, repossess the Premises and remove and put out each and every occupant including Lessee. The City shall endeavor to provide written notice to any Lessee and any sub-Lessee authorized in paragraph 9 of this lease. No third party rights are implied.
  - (24) **EXPENSES-DAMAGES RE-ENTRY:** In the event the City shall, during the period covered by this lease, obtain possession of the Premises by re-entry, summary proceedings, or otherwise, the Lessee agrees to pay the City the expense incurred in obtaining possession of the Premises, and all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

- (25) **REMEDIES NOT EXCLUSIVE:** Each of the rights, remedies and benefits provided by this Agreement shall be cumulative, and not exclusive of any other right, remedy and benefit, or of any other rights, remedies and benefits allowed by law.
- (26) **DISCRIMINATION:** Lessee and its agents and employees shall not discriminate against any person or class of persons based on race, color, creed, national origin, marital status, age, condition of pregnancy, religion, physical limitations, source of income, family responsibilities, educational association, or sexual orientation or sex, and shall be bound by the non-discriminatory provisions as required by the Code of Federal Aviation Regulations, as amended. Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended.
- (27) **NOTICES:** Any written notice required by this Agreement shall be given by first class U.S. mail, addressed to the following:

**Notice to Lessee:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Notice to City:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- (28) **REPAIRS:** In all cases in which repairs are necessitated by the willful or negligent conduct of the Lessee, its employees, customers or agents, the repairs shall be the responsibility of the Lessee.
- (29) **WAIVER:** Nothing except an express, written waiver by the City shall be construed or treated as a waiver of any right.
- (30) **AMENDMENTS:** This Agreement is the full and complete agreement between the City and Lessee with respect to its subject matter, and any and all prior agreements, oral or written, with respect to the same, are merged and integrated into this Agreement, which supersedes and voids all such prior agreements. This Agreement may only be changed, in writing, signed by both parties. The promises, conditions and agreements made and entered into by the parties are binding on their respective successors.
- (31) **HEADINGS:** The numbering and headings are not a part of this lease and are intended only to assist in locating the relevant lease terms. In the event that any provision(s) or part(s) of this Agreement is held unlawful, the balance of the Agreement shall be severed from such provision(s) or part(s) and given full effect.
- (32) **MANDATORY IMPROVEMENTS:** Lessee shall improve the Premises during the term of this Agreement in accordance with the requirements of Exhibit B.
- (33) **CHOICE OF LAW AND FORUM:** This Agreement shall be governed by and construed according to Michigan law, without regard to its choice of law jurisprudence. Any lawsuits arising out of or related to this Agreement shall be filed in a state or federal court that has lawful subject matter jurisdiction and is, if a state court, is located in Washtenaw County or, if a federal court, in the Eastern District of Michigan. Lessee submits to the personal jurisdiction of any such court.

WITNESSETH our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY**

**LESSEE**

By \_\_\_\_\_

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

By \_\_\_\_\_

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

Approved as to Substance:

Approved as to Form:

By \_\_\_\_\_

By \_\_\_\_\_

## **EXHIBIT A – PROPERTY DESCRIPTION**



**EXHIBIT B – MANDATORY IMPROVEMENTS**

**ATTACHMENT B  
LEGAL STATUS OF OFFEROR**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of \_\_\_\_\_, for whom \_\_\_\_\_ bearing the office title of \_\_\_\_\_, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.\*

\*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of \_\_\_\_\_ and filed with the County of \_\_\_\_\_, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

\_\_\_\_\_  
Signature Date: \_\_\_\_\_,

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_



**ATTACHMENT C**

**VENDOR CONFLICT OF INTEREST DISCLOSURE FORM**

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

<b>Conflict of Interest Disclosure*</b>	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

<b>I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, [procurement@a2gov.org](mailto:procurement@a2gov.org)

**ATTACHMENT D  
CITY OF ANN ARBOR  
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The “non discrimination by city contractors” provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition, the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor’s Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor’s Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Phone/Email address

**Questions about the Notice or the City Administrative Policy, Please contact:  
Procurement Office of the City of Ann Arbor (734) 794-6500**

## ATTACHMENT E CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.  
You can review the entire ordinance at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights).

**Intent:** It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

**Discriminatory Employment Practices:** No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

**Discriminatory Effects:** No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

**Nondiscrimination by City Contractors:** All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

**Complaint Procedure:** If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at [hrc@a2gov.org](mailto:hrc@a2gov.org).

**Private Actions For Damages or Injunctive Relief:** To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND  
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.

**APPENDIX A  
ANN ARBOR AIRPORT GENERAL DATA**

ANNUAL OPERATIONS\*:

2020 –	59,665
2019 –	76,430
2018 –	63,103
2017 –	61,966
2016 –	58,386
2015 –	56,915
2014 –	57,370
2013 –	57,746
2012 –	63,555
2011 –	57,228
2010 –	63,999
2009 –	57,004

\*Includes only operations recorded during Ann Arbor ATCT hours of 8a-8p Sunday to Saturday. Source: FAA Air Traffic Activity System (ATADS).

FUEL SALES\*:

	<u>Jet A</u>	<u>AvGas</u>	<u>Total</u>
2020 -	98,461	158,800	257,261
2019 –	119,875	177,996	297,871
2018 –	150,443	156,463	306,906
2017 –	163,889	149,451	313,340
2016 –	141,167	152,788	293,955
2015 –	148,504	130,821	279,325
2014 –	183,233	129,390	312,623
2013 –	154,240	143,297	297,537
2012 –	171,997	137,771	309,768
2011 –	141,654	142,939	284,593
2010 –	164,371	130,314	294,685
2009 –	125,138	130,946	256,084

\*Source: Monthly fuel sales records.

RUNWAY INFORMATION:

Runway 06/24 – Grooved concrete 3,505' x 75'

Runway 12/30 – Turf (seasonal) 2,750' x 110'

Currently working on an Environmental Assessment to extend runway 06/24 to approximately 4,300'.

OTHER INFORMATION:

FAA operated Air Traffic Control Tower – 8a–8p seven days per week

Airport Maintenance Staff – 6a-5p seven days a week, including holidays

Airport Owned Hangars – 150 t-hangars, 6 box hangars, 3 corporate hangars, and tie downs  
Privately Owned Hangars – 9 individual hangars, 2 corporate hangars  
Hangar Waiting List - The current hangar waiting list includes 30 applicants

**APPENDIX B  
SAMPLE COMMERCIAL USE PERMIT**

**ANN ARBOR MUNICIPAL AIRPORT  
COMMERCIAL USE PERMIT**

Parties to this permit are the City of Ann Arbor, Michigan, a Municipal Corporation (City), and NAME OF BUSINESS (Permittee), a Michigan Corporation. The City is the proprietor of the Municipal Airport of the City of Ann Arbor, commonly known as the Ann Arbor Municipal Airport.

It is agreed between the parties as follows:

1. **PERMIT TERM:** This permit is effective beginning July 1, 2021 and ending June 30, 2022.
2. **PERMIT USE:** Permission is granted by the City to the Permittee to engage in the business of 1. TYPE OF BUSINESS ACTIVITY 2. TYPE OF BUSINESS ACTIVITY (if more than one) to the extent and degree herein specified.
3. **USE LOCATION:** The Permittee will conduct permitted activities in provision 2 above, only within the following described premises: Leased facilities at the Ann Arbor Municipal Airport.
4. **PERMIT FEES:** The Permittee agrees to pay the City the following permit fee(s) for the activity listed:

LIST BUSINESS ACTIVITY	\$200.00
ACTIVITY (if more than one)	<u>\$200.00</u>
Total Fee:	\$400.00
5. **INSPECTIONS AND RECORDS:** The Permittee agrees that the Airport Manager, or his/her duly authorized representative(s) or agent(s), may at any reasonable time enter the premises for the purpose of making any inspection deemed necessary in order to determine whether Federal, State, or Municipal laws, ordinances, rules or regulations governing the operation of the airport are being complied with. The Permittee further agrees to furnish upon demand of the City any pertinent information, financial or otherwise, concerning operation of the business on and related to this public airport facility.
6. **NONDISCRIMINATION; SERVICE STANDARDS; CHARGES:** The Permittee shall offer the services authorized by this agreement in conformity with standards



customary in the trade and agrees that in order to avoid any possible conflict with assurances made by the City in accepting grants of Federal funds, the following provisions shall also apply.

- A. The Permittee shall furnish good, prompt and efficient service and equipment adequate to meet all demands for its service at the airport.
  - B. The Permittee shall offer and furnish services on a fair, equal and nondiscriminatory basis and shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations, or on the grounds of race, color or national origin. The Permittee further agrees to perform as a contractual obligation all of the provision of Chapter 112 of the Ann Arbor City Code. Non-compliance with this provision shall constitute a material breach of this permit, and the City shall have the right to take any action as may be lawful to enforce compliance, or seek judicial enforcement, or terminate this permit.
  - C. The Permittee shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service; provided the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types of price reduction to volume purchasers.
7. **LICENSES:** It is further agreed that the Permittee must be qualified to engage in business as specified in this permit. At the request of the City, the Permittee shall provide documentary evidence to the City that it holds, or employs persons who hold, appropriate ratings and licenses required by Federal, State and Local regulatory agencies for the conduct of its business.
  8. **GENERAL MAINTENANCE:** The Permittee agrees to maintain the premises in accordance with applicable State and Local laws and regulations, and airport rules and regulations.
  9. **PERMITTEE TO INDEMNIFY:** The Permittee agrees to indemnify and hold harmless the City from any liability for damages to any person or property in, on, or about Permittee owned and/or leased facilities together with the general airport premises, or any part thereof, used by or associated with Permittee's business operations and/or activities. The Permittee will procure and keep in effect during the permit term, public liability and property damage insurance for the benefit of the City in the sum of \$500,000 for damages resulting to one person, and \$1,000,000 for property damage resulting from

any one occurrence. The Permittee shall deliver certificates of the policies to the City and shall name the City of Ann Arbor as an insured party. The certificates shall carry a promise to provide no less than 15 days written notification to the airport manager of any cancellations or changes in coverage. Upon the Permittee's failure to provide proof of insurance and a copy of each policy within five business days of being notified of the Permittee's failure to provide the documentation, the City may at its option obtain the insurance and the cost shall be passed on to the Permittee. Failure to have the insurance is a material breach of a term or condition of this permit and subjects this permit to termination.

10. **PERMITTEE LIABILITY:** The Permittee shall be liable for any damage to the premises resulting from the acts or omissions of the Permittee or his/her/its authorized representatives, employees, agents, guests, invitees, or trespassers (except the City).
11. **REVOCABILITY:** It is understood that the business of the Permittee as carried on at the airport shall be deemed a Commercial Operation and the City reserves the right to refuse permission to operate the business. It is further understood that this permit is in the nature of a revocable privilege to operate a business on premises owned by the City in its proprietary capacity and that no vested contractual rights accrue by reason of the giving of this permit except as specifically written in the permit. The City reserves the right to revoke and cancel this permit for good cause shown, which may be either that public convenience and necessity will be best served by discontinuing operation of the business at the airport, or that terms of the agreement have not been met. The City agrees to maintain and operate the Ann Arbor Municipal Airport as a public facility in accordance with FAA regulations while this permit is in force.
12. **NOTICES:** Whenever under this permit a provision is made for notice of any kind it is sufficient notice and service if the notice to the Permittee is in writing addressed to the Permittee at his/her/its last known post office address or at the premises and deposited in the mail with postage pre-paid. If the notice is to the City, it is sufficient if it is in writing addressed to the last known post office address of the City and deposited in the mail with postage pre-paid. The promises, conditions and agreements made and entered into by the parties are declared binding on their respective heirs, successors, representatives and assigns.

**Name: NAME OF BUSINESS**

**Address: ADDRESS OF BUSINESS**

Notices to the City shall be sent as agreed above, to:

**City of Ann Arbor Municipal Airport**

**301 E. Huron Street, PO Box 8647, Ann Arbor, MI 48107-88647**

**Attn: Airport Manager**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PERMITTEE

THE CITY OF ANN ARBOR, MICHIGAN

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Airport Manager

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title (if appropriate)

\_\_\_\_\_  
Day Telephone

\_\_\_\_\_  
Evening Telephone

**APPENDIX C  
FACILITY ASSESSMENT OF 719 AIRPORT DRIVE**

STUDY

**FACILITY ASSESSMENT**

**For the**

**City of Ann Arbor Municipal Airport Fixed Base**

**Operator Building**

---

DSD Project No. 18-1316.00

January 11, 2019 – Final Issue

STUDY

FOR THE

FACILITY ASSESSMENT FOR THE CITY OF ANN ARBOR  
MUNICIPAL AIRPORT FBO BUILDING

---

ANN ARBOR, MICHIGAN

Prepared by:

DICLEMENTE SIEGEL DESIGN INC.  
28105 GREENFIELD ROAD  
SOUTHFIELD, MICHIGAN 48076

DSD Project No. 18-1316.00 January 11, 2019 – Final Issue

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## **EXECUTIVE SUMMARY**

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The City of Ann Arbor (AA) requires an assessment of the Fixed Base Operator (FBO) Building at the Municipal Airport in Ann Arbor. The facility is a 10,000 sf. hangar with maintenance and office spaces. The structure was built in the 1960's.

The FBO building is currently occupied. However, the property will be returned to the City when the current lease expires in late 2018. In order to determine how to proceed in future lease negotiations, the City of Ann Arbor requires the assessment along with conceptual costs for any recommended repair and replacement of building systems at the facility. It is not anticipated that the use of building will change, so no changes to the existing floor plan for the building are planned.

The assessment includes observation and documentation of the existing condition of the building systems, an evaluation of the systems along with recommended actions and associated costs for the implementation of the recommendations.



## **INTRODUCTION**

## INTRODUCTION

The City of Ann Arbor (AA) requires an assessment of the Fixed Base Operator (FBO) Building at the Municipal Airport in Ann Arbor. The facility is a 10,000 sf. hangar with maintenance and office spaces which was built in the 1960's. The facility is currently occupied, but the property will be returned to the City when the current lease expires.

The assessment addresses the current condition of the building and includes architectural, structural, mechanical and electrical systems. The assessment addresses the current condition and life expectancy of equipment and systems, recommendations for replacement or service to the existing systems and an estimate for the associated costs. This assessment will not include any site related issues. Also, this study does not include an evaluation of compliance with current code requirements with the exception of any possible life safety issues which were observed during the investigation.

## **ENGINEERING ANALYSIS**

January 11, 2019

## ENGINEERING ANALYSIS

The Fixed Base Operator building at the Ann Arbor Municipal Airport is a pre-engineered building approximately 60 years old which provides maintenance and service to aircraft at the airport. This study has been developed to provide an evaluation of the condition of the FBO building, excluding the surrounding site.

An evaluation of code and ADA compliance was not included in this evaluation, with the exception of any safety issues requiring immediate attention. In addition to the following narrative describing the condition along with recommendations, appendices are provided which include photos of the observed conditions as well as conceptual estimates for the recommended actions.

### ARCHITECTURAL/STRUCTURAL

The hangar building is a pre-engineered structure with a clear span high bay area used for the service of aircraft. Additional low bay areas in the building house offices, storage, toilet rooms and machine shop. The structure is slab on grade with no lower level. Since no original design documents are available, it is assumed that the foundations are a combination of trench footings at exterior walls and spread footings at column locations. No signs of movement / settlement of the structure, slab and foundations were observed during this investigation. The following is a summary of the observed items along with recommendations for these items.

Photographs of observed conditions are also included in this study for reference. Exterior

The roof is a standing seam metal roof which from the ground level observation appears to be in good condition. No signs of damage due to roof leaks were observed on the interior of the

roof. An inspection of all penetrations and flashings should be performed in order to maintain this condition.

The exterior walls of the facility are vertical metal panels spanning between steel girts. Overall condition of the siding is fair, with faded paint and a number of isolated areas of damage, including dents, holes from removed fasteners, damaged trim, etc. A couple of areas have been patched with metal siding with a similar profile, but have not been painted to match the adjacent finish. Exterior siding and trim should be repaired / replaced to maintain a weather tight enclosure. Signage, abandoned conduit, etc. which is mounted on the walls should be removed. Metal siding, trim, gutters, etc. should be patched to provide a weathertight enclosure where fasteners , conduit, etc. have been removed. All exterior siding should be painted to restore the overall appearance of the facility.

Exterior doors are various types and are mostly in poor condition. This includes pedestrian doors which are missing weather stripping, hardware and have damaged jambs, heads and trim. The overhead doors at the machine shop addition do not appear to be operational and vary in type (metal & fiberglass). The large aircraft vertical lift door in the high bay space appears to be in good condition with the exception of the integrated windows which in some cases are broken. The tenant indicated that this door operates well and has never been a problem.

Pedestrian and overhead doors which are in poor condition should be replaced. Remainder of doors should be repaired by providing new weather stripping, replacing damaged trim and hardware. Overhead doors in the maintenance / storage addition should be replaced. All doors should be painted.

The insulation for the building envelope is batt insulation with a “bagged” backing, both at the roof and walls of the high bay space. Minor damage to the insulation was observed at the roof

level. Extensive damage to the insulation was observed at the exterior walls. A wood panel sill wall (approx. 48" high) has been installed at the floor level to provide some protection for the insulation, but the insulation is missing and / or damaged at a number of locations in the high bay area of the building. Since the sill wall conceals the bottom of the exterior wall, the condition of the insulation could not be observed in this location or within the office areas. The machine shop / storage addition is uninsulated and unheated. All exposed insulation should be inspected and replaced where missing and / or damaged.

### Interior

The concrete floor slab in the high bay area has an epoxy paint finish in poor condition due to age and wear. An existing floor sump has a wooden cover which is in poor condition and should be replaced. Other floor finishes in the building, such as carpet in the office areas and ceramic tile in the toilet rooms is also in poor condition, or missing. Concrete floor slab in high bay area (and machine shop) should be cleaned and epoxy finish restored. Ceramic tile in the toilet rooms should be replaced.

Stairs and railings in the high bay area do not comply with current code requirements due to height of railings and the lack of risers in the stairs. A stair located in the storage addition, which serves a storage mezzanine, does not have a railing on the stair or the upper platform level.

Railing should be provided at storage area stairs.

With the exception of the public waiting room area, the finishes in the office area of the building as well as the office spaces in the high bay area (mezzanine level) are aged and in poor condition. These areas are very congested and have excessive wear and tear. Conditions observed include damaged walls (gypsum board and wood panels), damaged trim, missing / damaged ceilings, missing / damaged / mismatched carpeting, electrical switches /outlets with no covers, damaged light fixtures, etc.. The machine shop and storage addition are unheated

spaces which are also very congested, poorly lit spaces. These areas should be cleaned, wall surfaces repaired/finished and painted. Doors and hardware in these areas are damaged and should be replaced.

## MECHANICAL

### Overall State of Mechanical Equipment

The heating and ventilating and air conditioning (HVAC) equipment serving the existing facility is in fair condition and operational. However, the majority of the heating and ventilating equipment has surpassed in useful life expectancy and future replacement, in lieu of repair should be considered. Most of the unit control wiring is exposed and numerous controls and control box cover plates are loose or missing leaving the controls exposed.

### Heating, Ventilating and Air Conditioning

The main lobby, offices, records storage, parts storage and sub-leased area on the main level and the meeting and training rooms on the mezzanine are heated from a single Hastings Model EB-215 air handling unit (AHU), installed in 1980. The unit is located in the mechanical room on the mezzanine level of the facility. The AHU is equipped with 215 MBH indirect gas fired burner and a ½ horsepower blower that supplies 2,280 CFM of conditioned air to the areas served by the unit. The unit is supported from the roof structural framing, but also rests just above the mezzanine floor. The flue for the gas-fired burner extends vertically through the roof deck above. There does not appear to be any provisions for ventilation air or combustion air associated with the AHU.

Cooling was added to the AHU in 2000 with the addition of a York Model G-HD060SA cooling coil (CC) installed in the AHU discharge ductwork and a Thermal Zone air cooled condensing unit (ACCU) installed at Grade in the northwest corner on the facility. The CC and ACCU are

interconnected with refrigerant piping run in the mezzanine attic alongside the ductwork. The cooling system is utilizing R-22 refrigerant, which is being phased out of use following the requirements of the Montreal Protocol. The flooring is damaged beneath the unit, possible from overflow of the cooling coil drain pan. It could not be determined if the drain pan was draining properly as the cooling system was not in operation during the time of field investigation. The cooling capacity could not be determined as the manufacturer's nameplate data on the ACCU was on the side of the unit adjacent the hanger, which only has about 1 to 2 inches of clearance. Most ACCU manufacturer's installation data recommends 30 to 36 inches minimum of clearance between an ACCU and any adjacent structure to provide proper airflow through the unit to achieve the full cooling capacity of the unit. The ACCU manufacturers recommended clearances should be reviewed to determine if the ACCU should be relocated to avoid any derating of the equipment. If a new ACCU is provided then the manufacturers clearance requirements should be followed during installation.

The AHU has a ducted supply air and ducted return air distribution systems. This ductwork in run above the main level adjacent the mezzanine in the attic space along the north side of the building with branch duct runs to diffusers located in the various spaces served. The supply air distribution system is externally insulated. The insulation was most likely added when the cooling system was provided. The majority of the insulation is in fair condition. However, there are some areas, near the AHU, where the insulation requires repair. Ductwork run low along the floor in the vicinity of the AHU has been damaged due to material being stored on top of the ductwork. The damaged ductwork should be removed and replaced.

In the mezzanine training rooms supplemental cooling has been provided through wall packaged air conditioners (PAC) as the cooling provided by the AHU is not sufficient to cool these areas. A General Electric Model AGH08AHG1 through wall PAC, installed in 2005, provides an additional 8 MBH of cooling for the training room located at the northwest end of



the mezzanine. The unit is installed through the wall of the adjoining main hangar area and does not communicate directly with the outdoors. So, air is transferred between the main hangar area and the meeting room. A similar Climatrol through wall PAC provides an additional cooling for the training room near the southwest end of the mezzanine. The unit is installed through the wall of the adjoining attic and does not communicate directly with the outdoors. So, air is transferred between the unconditioned attic area and the training room. The capacity of this unit was not determined. Both units utilize R-22 refrigerant.

Because the AHU is 38 years old and has surpassed its useful life expectancy and it does not have sufficient cooling capacity and has no provisions for ventilation air, replacement of the AHU is recommended. The replacement AHU should be provided with adequate heating and cooling capacities and provisions made for ventilation and combustion air by providing a direct ducted outside air connect to the unit and utilizing a direct vent gas burner. The AHU should also utilize newer refrigerants available in today's market. The ACCU and both PAC's should also be removed and the ACCU replaced when the AHU is replaced. The AHU should have a minimum of two zone controllers one for the main level and one for the mezzanine.

There is a shower enclosure created in the mechanical room on the mezzanine with has a ceiling mounted combination light fixture and exhaust fan that exhaust air from the shower enclosure directly to the adjoining main hangar. The fixture does not appear to be rated for a humid or wet environment. The light fixture and exhaust should be replaced to provide fixtures suitable for installation in a shower enclosure and the exhaust should be modified to exhaust through the roof and exhaust to atmosphere or the shower enclosure should be removed.

The men's toilet room and women's toilet room, located on the main level of the facility, each has a ceiling mounted exhaust fan that operates in conjunction with the lighting controls in the space. The exhaust fans discharge through a common stack up through the mezzanine and through to roof. The exhaust fan in the men's room was not functioning during our field

investigation. The non-functioning fan should be replaced and the functioning fan should be replaced upon failure.

There is a Nutone Model 8210 exhaust fan located in one of the interior office areas on the main level that is not functioning. According to staff the fan has never been in operation. This fan does not appear to be a critical issue and does not appear replacement is necessary.

The main hanger is heated from two (2) Reznor Model XL-250-3 gas-fired unit heaters (UH's) suspended within the hangar. Each UH is equipped with a 250 MBH gas-fired burner that provide 192.5 MBH of heating output. The flue stack for each UH extends vertically up through the roof deck above each unit. The UH's, installed in 1984, are 34 years old and have surpassed the useful life expectancy. Combustion air for the UH's is currently provided from directly within the main hangar. There is a small through roof opening located near the peak of the main hangar, which may provide some ventilation and make-up air for the main hangar. Although functioning adequately to heat the main hangar, replacement of the units, in lieu of refurbishment, is recommended upon unit failure, due to their age and condition. Adequate combustion air should be provided as required based on the replacement equipment provided. This can be accomplished by providing direct vent units. In addition a concentric vent kit could be utilized to allow the existing through roof opening to be utilized for both exhaust and intake air.

There is also an oil-fired unit heater suspended within the main hangar along the south wall, which has been decommissioned and is no longer in use. This unit should be removed as part of future upgrades.

The adjoining machine shop and storage areas to the west of the main hangar appear to be a later addition to the main facility. These areas do not have any mechanical systems and no provisions for heating, ventilation or air conditioning. However, a flue stack penetration does

exists above the machine shop area, but does not appear to be connected to anything and appears to terminate within the attic space above the machine shop.

### Plumbing:

The facilities domestic water service is connected to the city of Ann Arbor water service and the facilities sewer is connected to the Pittsfield Township sewer. The facility has a 7" W.C. natural gas service provided by DTE Michcon, through a Honeywell Model AH-800 gas meter and a Rockwell Model 143 regulator.

In the main hangar there is a prefabricated laundry tub, a Halsey Taylor electric water cooler (EWC), and provisions for an electric water heater (EWH). The facilities Whirlpool EWH was recently removed due to failure of the unit and was placed on grade outside the east end of the facility. There was no domestic hot water available for the facility, during our field investigation, as the EWH had not yet been replaced. Replacement of the EWH is required. The prefabricated laundry tub and faucet are in good condition, with the exception of not having hot water. The EWC, although functioning, is an older unit and appears to be coming loose from the wall supports. The existing EWC should be secured properly to the wall and replacement of the EWC should be considered as failure occurs.

The women's toilet room plumbing fixtures consist of a floor mounted tank-type American Standard 1.6 gallon per flush (GPF) toilet and a rectangular shaped drop-in counter top lavatory with a two handle faucet. The toilet and lavatory are in good condition. The lavatory faucet is operational, but has no hot water as mentioned previously. Replacement, in lieu of refurbishment, should be considered as failure of the faucet occurs. The stop valves located in the vanity cabinet below the sink should also be replaced as part of the faucet replacement.

The men's toilet room plumbing fixtures consist of a floor mounted tank-type Water Ridge 1.28 gallon per flush (GPF) low flow toilet, a wall hung urinal with a flush valve actuator and a

prefabricated vanity basin with an oval shaped lavatory with a two handle faucet. The toilet, lavatory and faucet are in good condition. The lavatory faucet is operational, but has no hot water as mentioned previously. The urinal flush valve is operating, but replacement should be considered.

The shower enclosure on the mezzanine consists of a single handle shower valve, shower head and drain installed in a prefabricated enclosure with a hinged glass door and prefabricated base. The shower is operational, with the exception of hot water. However, the shower is open above the glass door to the adjoining mechanical room and attic and moisture intrusion is likely when the shower is utilized. The shower drain pipe is vented utilizing an air admittance valve installed directly above the shower enclosure, in lieu of a vent connection through the roof above.

In the meeting room on the mezzanine there is a small stainless steel drop in bar sink with a two handle faucet with a gooseneck spout. The sink and faucet are in good condition and operational with the exception of hot water.

The domestic water piping and sanitary drainage piping in the facility appeared to be in good condition and should only require repair and modifications as fixtures are replaced and failures occur.

Storm drainage from the facilities peaked roofs consist of a gutters and downspouts located along the northeast and southwest sides of the main hangar and the addition, with the exception of the southwest side of the addition which drains feely to grade. There is an abandoned electric heat trace system associated with the gutter downspout drainage system.

Underground fuel storage tanks associated with the facility had been abandoned and filled with concrete. The facility has had a Phase 1 and Phase 2 environmental analysis completed and

the report is pending per the owner representative. The facility currently has no fuel storage, but does have oil and chemical storage.

#### Fire Suppression:

There is currently no, or provisions for a, dry or wet fire suppression system associated with this facility.

## ELECTRICAL

#### Overall State of Electrical Equipment

The existing hangar has seen close to 60 years of heavy use and during this time the maintenance of the facility has been done on an as needed basis. The maintenance that was done seems to have been done by the owner and not a licensed electrician. Several junction boxes are missing covers throughout the building.

#### Service Entrance Equipment

The existing service entrance equipment consisting of a transformer, distribution panel, service disconnect, and panelboard that are approximately 60 years old and well beyond their end of serviceable life. The service entrance equipment should be replaced with a modern service rated disconnect, distribution panel, and transformer.

#### Lighting Systems

The facility has a mixture of lighting mostly fluorescent and incandescent lighting. The aircraft maintenance bay has both old round metal halide high-bay fixtures and high bay fluorescent fixtures. The office spaces use old surface mounted lensed fluorescent fixtures. While many of the smaller areas use either compact fluorescent "screw-in" bulbs or A-19 incandescent bulbs. The exterior lighting consists of metal halide fixtures or CFL bulbs in wall sconces. Many

fluorescent tubes have burned out without replacement. Existing lighting should be cleaned and repaired as needed (new lenses, replaced any damaged components, ballasts etc.) Upgrading to LED lighting should be considered for long term operation of the facility and to save on maintenance costs.

With the exception of an exit sign which is located at the mezzanine level, the building lacks exit lights / signage. New directional exit lights should be installed per current code requirements.

### Power Systems

The existing power system throughout the building is older however; the electrical panels appear to be in acceptable condition. The cable pathways feeding into panel in the maintenance bay are poorly routed. The cabling and junction boxes throughout show signs of owner maintenance and are poorly installed. Many junction boxes are completely missing covers exposing 120V wiring to employees and visitors. Existing wiring, conduits, junction boxes, and devices should be replaced with new devices. Patch and repair walls as necessary.

### Fire Alarm Devices

The building does not have a centralized fire alarm system as in many commercial buildings and is not required by code. The owner has installed Edwards heat alarm heads in the office areas which are standalone from any other system. While not required it is recommended to review any insurance policies the owner holds for possible savings on premiums.

### Security System

The security system is based on a Honeywell panel and includes door contacts, security cameras, sirens, and keyed switches. The system is quite old and in disrepair. The door contacts into the class room are partially missing and in other areas such as exterior doors were installed incorrectly not aligned with each other. The existing security cameras in the

space are old analog cameras with the exception of new digital cameras installed by the owner in the retail space. The Transport Safety Administration's best practices for municipal airports suggest locking and monitoring all access to the runway. Recommend installing new door contacts on exterior doors, magnetic locks, on doors leading to the airfield with a momentary switch controlled by the fixed base operator.

#### Telecommunications Equipment-

The existing telecommunications infrastructure is cluttered. The incoming equipment shares a room with the incoming electrical service. The telecommunications backboard consists of punch down blocks, a modem, routers, E-911 capable VOIP box and other equipment. The punch down block wiring is messy. The ground wire for this equipment is hanging from the board not properly mounted or installed. The existing data network is owned by the fixed base operator and is in good condition.

**PROBABLE CONSTRUCTION COST ESTIMATES**



Description	Costs
<b>ARCHITECTURAL</b>	
Inspect / repair roof penetrations & flashings	\$1,000
Repair damaged metal siding / trim	\$6,500
Paint metal siding / trim & exterior doors	\$12,000
Repair door weatherstripping / seals	\$500
Repair broken glass windows	\$1,200
Repair bagged wall / roof insulation	\$4,500
Replace stair / railing	\$8,000
Epoxy paint concrete floor slab	\$20,000
Replace carpet	\$5,000
Repair ceramic tile	\$1,500
Repair / paint gypsum board walls	\$4,000
	<b>Subtotal</b>
	<b>\$64,200</b>
<b>MECHANICAL</b>	
Provide new approx. 2,300 CFM heating, ventilating and cooling AHU with direct venting.	\$25,000
Provide new ACCU and piping utilizing environmentally friendly refrigerant along with AHU replacement	\$5,000
Repair damaged ductwork insulation (\$5.00 per sq ft. allowance)	\$500
Repair damaged ductwork (\$10.50 per lb. allowance)	\$350
Disconnect and remove through wall air conditioning units as part of AHU replacement	\$100
Replace shower enclosure exhaust and properly discharge through roof.	\$1,000
Replace ceiling mounted exhaust fan in Men's toilet room.	\$500
Replace both Reznor unit heaters in the main hangar with direct vented unit heaters with concentric vent kits	\$16,400
Remove decommissioned oil fired unit heater	\$300
Provide new EWH and reconnect to existing plumbing system.	\$1,900
Properly secure existing EWC to wall.	\$200
Future replacement of EWC.	\$1,250
Future replacement of Women's room lavatory faucet and stop valves.	\$350
	<b>Subtotal</b>
	<b>\$52,850</b>
<b>ELECTRICAL</b>	
Repair power devices, conduit, junction boxes, etc.	\$8,300
Install proper exit lighting and signage	\$2,000
Security System, door contacts, magnetic locks to airfield	\$8,000
Exterior lighting	\$3,000
Power distribution system upgrade	\$6,300
New service equipment	\$4,800
New lighting (hangar)	\$9,600
New lighting (office)	\$6,200
Lighting controls (all spaces)	\$4,000
	<b>Subtotal</b>
	<b>\$52,200</b>
	<b>TOTAL</b>
	<b>\$169,250</b>

## **APPENDICES**

## **A. PHOTOS**



ITEM  
1  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-01  
  
COMMENTS  
Broken window



ITEM  
2  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-02  
  
COMMENTS  
Damaged siding, rusted jamb, and damaged weatherstripping



ITEM  
3  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-03  
  
COMMENTS  
Rusted Siding



ITEM  
4  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-04  
  
COMMENTS  
Peeling paint on door and wall





ITEM  
5  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-05  
  
**COMMENTS**  
Broken windows



ITEM  
6  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-06  
  
**COMMENTS**  
Abandoned Piping and drop box



ITEM  
7  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-07  
  
**COMMENTS**  
Abandoned piping, conduit, and paint on siding



ITEM  
8  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-08  
  
**COMMENTS**  
Siding not painted to match existing





ITEM  
9  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-09  
  
COMMENTS  
Rusted Siding



ITEM  
10  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-10  
  
COMMENTS  
Damaged door jambs and heads



ITEM  
11  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-11  
  
COMMENTS  
Debris blocking door



ITEM  
12  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-12  
  
COMMENTS  
Abandoned wire heat trace  
in downspout





ITEM 13  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-13  
  
**COMMENTS**  
Missing light fixture at soffit



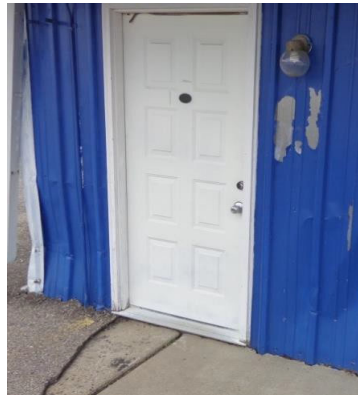
ITEM 14  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-14  
  
**COMMENTS**  
Door paint, threshold, and weatherstripping



ITEM 15  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-15  
  
**COMMENTS**  
Damaged siding, paint, and door weatherstripping



ITEM 16  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-16  
  
**COMMENTS**  
Siding paint





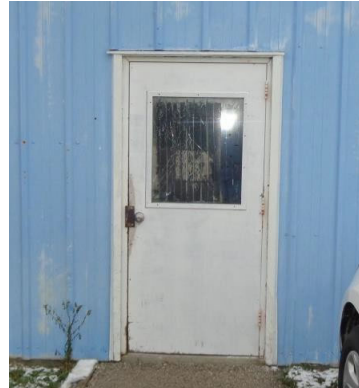
ITEM  
17  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-17  
  
COMMENTS  
Signage, wall penetration,  
and paint



ITEM  
18  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-18  
  
COMMENTS  
Damaged door glazing



ITEM  
19  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-19  
  
COMMENTS  
Gap at threshold



ITEM  
20  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-20  
  
COMMENTS  
Damaged siding, no  
entrance platform for door







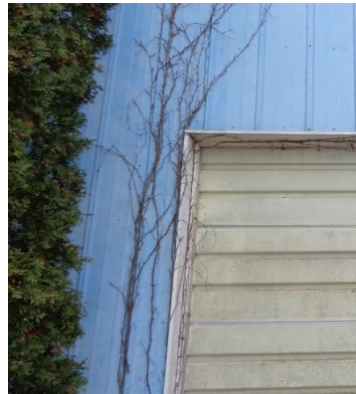
ITEM  
21  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-21  
  
**COMMENTS**  
Damaged fiberglass O.H.  
door damaged jambs



ITEM  
22  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-22  
  
**COMMENTS**  
Vines growing on siding and  
door



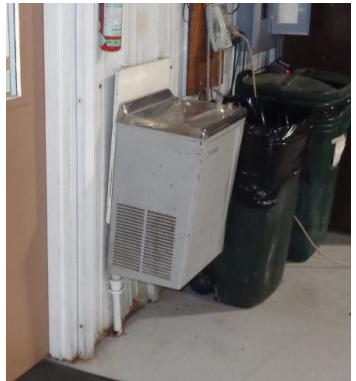
ITEM  
23  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-23  
  
**COMMENTS**  
Storage under stairs (oils,  
etc.)



ITEM  
24  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-24  
  
**COMMENTS**  
Water cooler is not ADA  
compliant. Not properly  
secured to wall





ITEM 25  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-25  
  
**COMMENTS**  
Open risers, non-compliant handrails



ITEM 26  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-26  
  
**COMMENTS**  
Egress sign mounted on wire



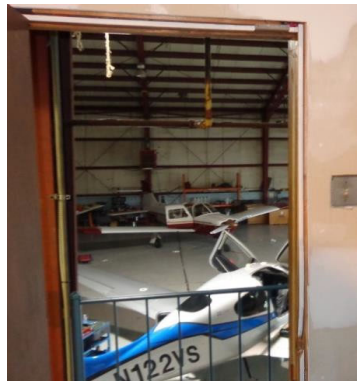
ITEM 27  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-27  
  
**COMMENTS**  
Damaged insulation and barrier



ITEM 28  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-28  
  
**COMMENTS**  
Low pipe at egress path





ITEM 29  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-29  
  
**COMMENTS**  
Worn carpet



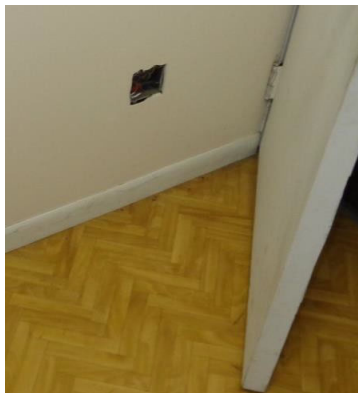
ITEM 30  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-30  
  
**COMMENTS**  
No cover plate or switch



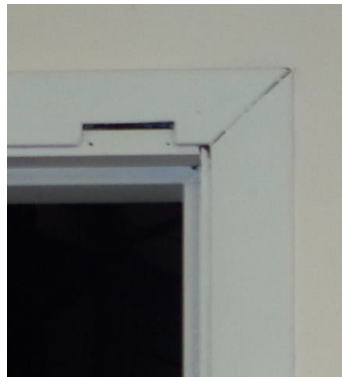
ITEM 31  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-31  
  
**COMMENTS**  
No cover plate or switch at  
outlet



ITEM 32  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-32  
  
**COMMENTS**  
Damaged trim





ITEM 33  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-33  
  
**COMMENTS**  
Damaged insulation barrier



ITEM 34  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-34  
  
**COMMENTS**  
Damaged floor finish



ITEM 35  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-35  
  
**COMMENTS**  
Damaged insulation barrier



ITEM 36  
FLOOR  
  
ROOM  
  
SHEET

**ISSUE**  
A-36  
  
**COMMENTS**  
Damaged insulation barrier





ITEM  
37  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-37  
  
COMMENTS  
Damaged insulation barrier



ITEM  
38  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-38  
  
COMMENTS  
Wood cover at sump.



ITEM  
39  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-39  
  
COMMENTS  
Damaged insulation barrier



ITEM  
40  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-40  
  
COMMENTS  
Damaged roof insulation barrier







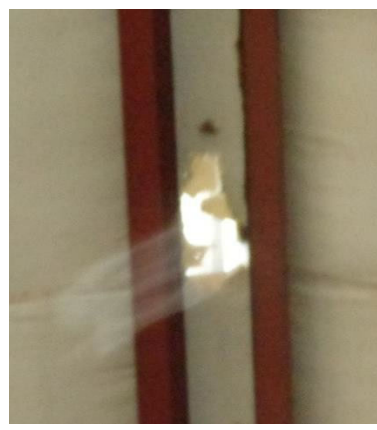
ITEM  
41  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-41  
  
COMMENTS  
Damaged roof insulation  
barrier



ITEM  
42  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-42  
  
COMMENTS  
Damaged roof insulation  
barrier



ITEM  
43  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-43  
  
COMMENTS  
Damaged doors



ITEM  
44  
FLOOR  
  
ROOM  
  
SHEET

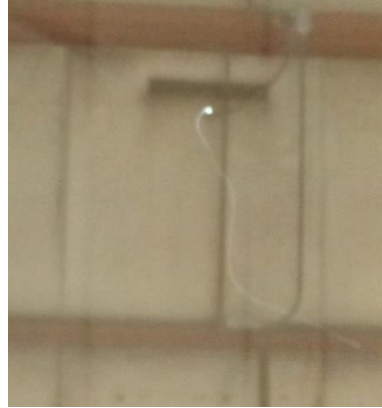
ISSUE  
A-44  
  
COMMENTS  
Damaged insulation on  
O.H. door





ITEM 45  
FLOOR

ISSUE  
A-45



ROOM

SHEET

COMMENTS  
Open wall penetrations

ITEM 46  
FLOOR

ISSUE  
A-46



ROOM

SHEET

COMMENTS  
No cover plate or switch

ITEM 47  
FLOOR

ISSUE  
A-47



ROOM

SHEET

COMMENTS  
Open treads, no handrailing

ITEM 48  
FLOOR

ISSUE  
A-48



ROOM

SHEET

COMMENTS  
No astragal at O.H. door



ITEM  
49  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-49  
  
COMMENTS  
Cracked floor slab



ITEM  
50  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-50  
  
COMMENTS  
No trim at door, gyp.  
board not finished



ITEM  
51  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-51  
  
COMMENTS  
Various carpets



ITEM  
52  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-52  
  
COMMENTS  
Damaged acoustical  
ceiling tiles

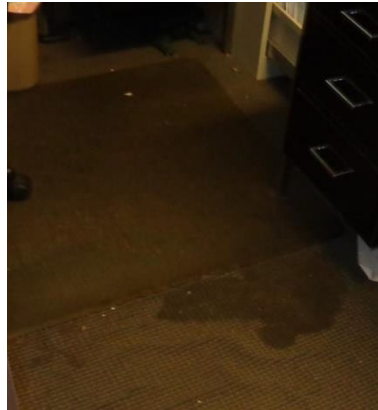






ITEM  
53  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-53  
  
COMMENTS  
Damaged carpet



ITEM  
54  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-54  
  
COMMENTS  
Damaged flooring



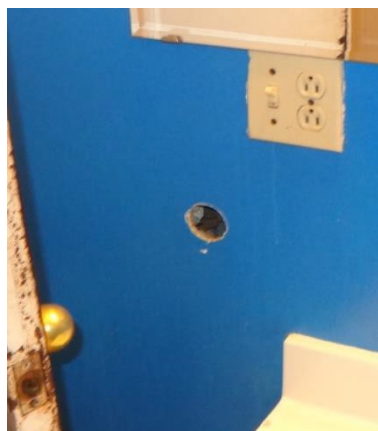
ITEM  
55  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-55  
  
COMMENTS  
Damaged flooring at  
toilet room



ITEM  
56  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
A-56  
  
COMMENTS  
Damaged gyp. board,  
not GFCI Outlet





ITEM  
57  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-01  
  
COMMENTS  
Hastings Model EB-215 AHU  
installed in mechanical room  
in Mezzanine



ITEM  
58  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-02  
  
COMMENTS  
AHU supported from roof  
structure



ITEM  
59  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-03  
  
COMMENTS  
AHU, UH and Exhaust fan  
flue pipes extending up  
through roof



ITEM  
60  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-04  
  
COMMENTS  
Cooling Coil and ACCU  
added in 2000





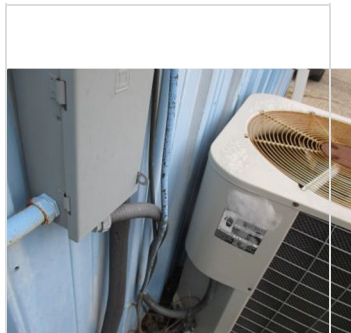
ITEM  
61  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-05  
  
COMMENTS  
Damaged flooring under  
AHU



ITEM  
62  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-06  
  
COMMENTS  
ACCU clearance to hangar  
structure



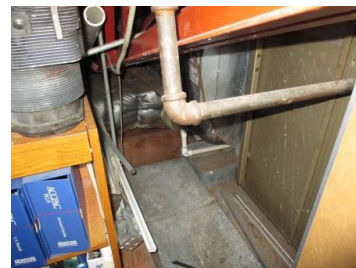
ITEM  
63  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-07  
  
COMMENTS  
AHU air distribution system  
and insulation and diffusers



ITEM  
64  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-08  
  
COMMENTS  
Damaged ductwork under  
stored equipment along floor  
in mezzanine mechanical  
room in need of  
replacement.





ITEM  
65  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-09  
  
COMMENTS  
East Training Room  
Packaged air conditioner  
discharging to hangar



ITEM  
66  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-10  
  
COMMENTS  
West Training Room  
Packaged air conditioner  
discharging to attic



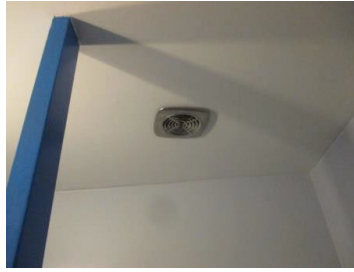
ITEM  
67  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-11  
  
COMMENTS  
Shower enclosure exhaust  
fan/light fixture and dischrge  
to hangar



ITEM  
68  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-12  
  
COMMENTS  
Mens and Womens room  
Exhaust







ITEM  
69  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-13  
  
COMMENTS  
Non Functioning Nutone  
Model 8210 exhaust in  
interior office



ITEM  
70  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-14  
  
COMMENTS  
Reznor Model XL-250-3 unit  
heaters in main hangar



ITEM  
71  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-15  
  
COMMENTS  
Opening through roof near  
roof peak in main hangar



ITEM  
72  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-16  
  
COMMENTS  
Decommissioned oil fired  
heater





ITEM  
73  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-17  
  
COMMENTS  
Abandoned stack at addition



ITEM  
74  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-18  
  
COMMENTS  
Natural gas service to facility



ITEM  
75  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-19  
  
COMMENTS  
Halsey Taylor EWC not properly secured to wall



ITEM  
76  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-20  
  
COMMENTS  
Piping connections at removed electric water heater (EWH).





ITEM  
77  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-21  
  
COMMENTS  
Women's toilet room fixtures



ITEM  
78  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-22  
  
COMMENTS  
Men's toilet room fixtures



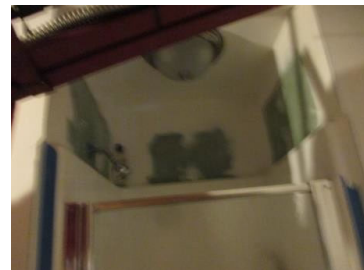
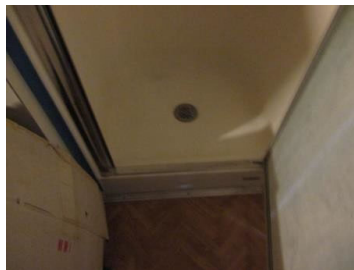
ITEM  
79  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-23  
  
COMMENTS  
Men's toilet room fixtures



ITEM  
80  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-24  
  
COMMENTS  
Shower enclosure on  
Mezzanaine





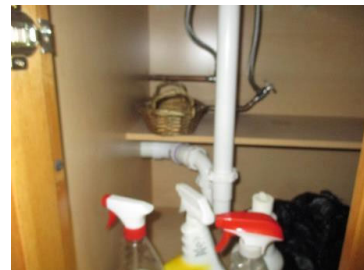
ITEM  
81  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-25  
  
COMMENTS  
Air admittance valve above  
shower enclosure



ITEM  
82  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-26  
  
COMMENTS  
Meeting room bar sink,  
drainage piping and trap.



ITEM  
83  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
M-27  
  
COMMENTS  
Gutters and downspouts



ITEM  
  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
  
COMMENTS







ITEM  
84  
FLOOR  
1  
ROOM  
SHEET

ISSUE  
E-01

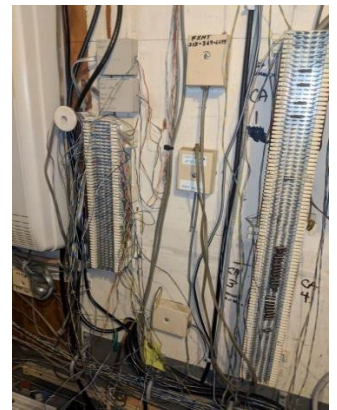
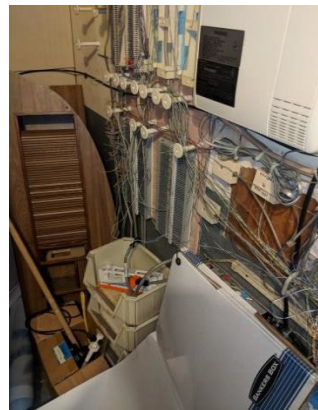
COMMENTS  
Electrical service equipment, old and past its end-of-life.



ITEM  
85  
FLOOR  
1  
ROOM  
SHEET

ISSUE  
E-02

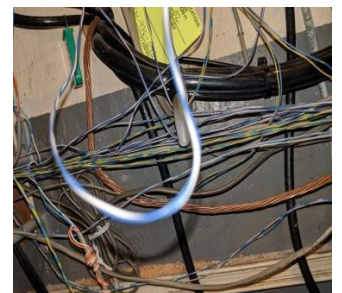
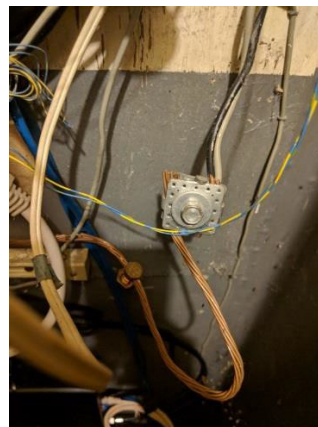
COMMENTS  
Telecommunications cabling, needs to be re-terminated in a workman like manner.



ITEM  
86  
FLOOR  
1  
ROOM  
SHEET

ISSUE  
E-03

COMMENTS  
Telecommunications needs to be securely grounded.



ITEM  
87  
FLOOR  
1  
ROOM  
SHEET

ISSUE  
E-04

COMMENTS  
Signs of mouse droppings can be found in the main electrical closet.





ITEM  
88  
FLOOR  
1  
ROOM  
SHEET

**ISSUE**  
E-05

**COMMENTS**  
Lighting in insurance office is dirty, missing lamps, or lamps have burned out.



ITEM  
89  
FLOOR  
2  
ROOM  
SHEET

**ISSUE**  
E-06

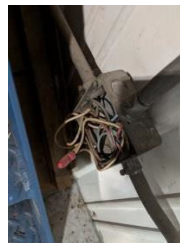
**COMMENTS**  
Access control system is in a state of disrepair. Door contacts are disconnected, unaligned, or missing.



ITEM  
9  
FLOOR  
ROOM  
SHEET

**ISSUE**  
E-07

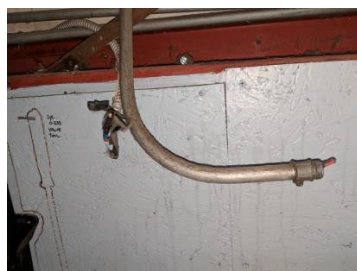
**COMMENTS**  
Several junction boxes are missing cover plates and have exposed 120V wiring.



ITEM  
91  
FLOOR  
ROOM  
SHEET

**ISSUE**  
E-08

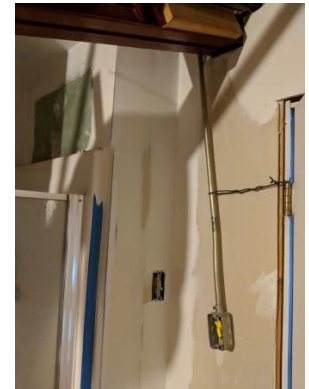
**COMMENTS**  
Abandoned conduit, wires, and other electrical components should be removed.





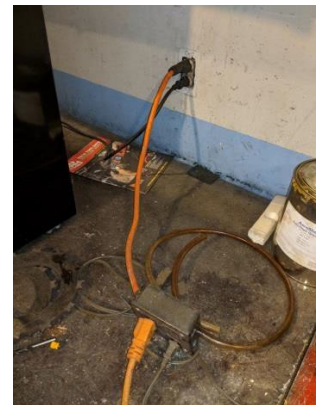
ITEM  
92  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
E-09  
  
COMMENTS  
Conduit and wiring to be reworked in a workman like manner.



ITEM  
93  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
E-10  
  
COMMENTS  
Device cover plates missing from several light switches and receptacles exposing 120V wiring.



ITEM  
94  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
E-11  
  
COMMENTS  
Non-UL approved modifications on some device boxes.



ITEM  
95  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
E-12  
  
COMMENTS  
Non-UL approved luminaire in shower stall.





ITEM  
96  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
E-13  
  
COMMENTS  
Old camera system  
in maintenance bay.



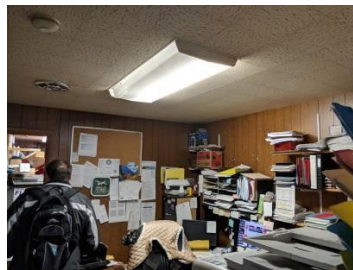
ITEM  
97  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
E-14  
  
COMMENTS  
Lighting in waiting area  
is dirty, missing lamps, or  
lamps have burned out.



ITEM  
98  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
E-15  
  
COMMENTS  
Luminaire lens in flight  
school office is broken.



ITEM  
99  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
E-16  
  
COMMENTS  
Existing Edwards heat  
alarms are old and beyond  
their end-of-life.







ITEM  
100  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
E-17  
  
COMMENTS  
Keyed switches  
throughout building seem  
to be inoperable.



ITEM  
101  
FLOOR  
  
ROOM  
  
SHEET

ISSUE  
E-18  
  
COMMENTS  
Existing exterior metal  
halide light is hidden by  
trees and needs a lamp  
change.

