

**OAKLAND COUNTY INTERNATIONAL AIRPORT  
INVITATION FOR PROPOSALS  
AIRPORT LAND LEASE – SOUTH HANGAR DEVELOPMENT  
SEPTEMBER 25, 2024**

The County of Oakland ("County") is seeking proposals to lease a vacant parcel and construct/operate a first-class facility at the Oakland County International Airport ("Airport"). To this end, the County of Oakland invites sealed proposals for the completed construction within two years of executing a lease agreement with the airport for a contemporary structure (minimum 10,000 square feet) at 6420 Highland Road, Waterford, east of Patterson Parkway, the airport terminal entrance boulevard. It is the policy of the County to provide an equal opportunity to engage in aeronautical activity to all those meeting reasonable and relevant qualifications and standards.

**LEASE TERM:**

An Airport Land Lease ("Lease") will be granted to the successful proponent for a period of thirty (30) years with the right of renewal of the lease, for Lessee's in good standing, at the expiration upon such terms and conditions as shall be agreed upon between the parties. As soon as possible after selection, a Lease will be granted to the successful proponent with the approval of the Oakland County Board of Commissioners.

**LEASE AREA:**

A vicinity map is attached as Exhibit "A" identifying the location of the area containing 263,277.70 Sq. Ft., 6.04 Acres. The parcel includes an approximate 2.5 acre concrete apron.

**LEASE FEES:**

Lease fees shall include a Base Rent consisting of an annual amount per square foot per year, at the current rental rate in effect at the Airport at the time of lease execution. The 2024 lease rate is set at \$.30 per square foot. The Base Rent will be adjusted upward every two years based on the rental rates in effect at the expiration date of each two-year period.

**ORAL INSTRUCTION – INTERPRETATION:**

The County will not be responsible for proponents adjusting their proposals based on oral instruction by any member of the County, Airport staff, or by the County's contracted consultant or agent. Proposals deviating from the specifications contained herein by any means other than written addendum issued by the Manager of Aviation will be subject to rejection. In the event of a conflict between the Lease and the terms of the Invitation for Proposals document, the terms of the Lease shall control.

**PROPOSAL SUBMITTAL:**

A completed proposal document (including all of the information requested in this Invitation for Proposals) must be submitted to constitute an acceptable proposal. The successful proponent will be required to execute a Lease Agreement substantially in the form that will be provided by addendum as Exhibit "B" and perform all obligations thereunder whether or not otherwise required by the Invitation for Proposals.

ANY QUESTIONS OR REQUESTS FOR INFORMATION RELATING TO THIS INVITATION FOR PROPOSALS OR THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT SHOULD BE DIRECTED IN WRITING BY EMAIL TO CHERYL L. BUSH, MANAGER OF AVIATION, OAKLAND COUNTY AIRPORTSL AT [bushc@oakgov.com](mailto:bushc@oakgov.com), OR BY PHONE AT (248) 666-5680. **DEADLINE FOR QUESTIONS IS NOVEMBER 15, 2024.**

One original plus four copies of the complete set of the proposal must be submitted in a sealed envelope addressed to the Airport Manager and marked with the words "PROPOSAL FOR AIRPORT LAND LEASE – SOUTH HANGAR DEVELOPMENT AT OAKLAND COUNTY INTERNATIONAL AIRPORT" plainly marked on the envelope.

**PROPOSALS OPENING:** The County reserves the right to request additional or supplemental information or clarifications from proponents, to conduct such investigations as the County considers appropriate with respect to information contained in any proposal, to reject any or all proposals, to modify or supplement or amend the Invitation for Proposals or the proposal process/schedule, to waive any informality, to negotiate with proponents, to cancel or reissue the Invitation for Proposals, or advertise for new proposals. Proposals received after the opening date and time will not be accepted and will be returned unopened.

SEALED PROPOSALS SHALL BE MAILED OR HAND DELIVERED TO CHERYL L. BUSH, MANAGER OF AVIATION, 6500 PATTERSON PARKWAY, OAKLAND COUNTY INTERNATIONAL AIRPORT, WATERFORD, MICHIGAN 48327. **PROPOSALS ARE DUE AND WILL BE OPENED AND READ AS A MATTER OF PUBLIC INFORMATION AT 1:00 PM ON WEDNESDAY, NOVEMBER 20, 2024, IN THE ADMINISTRATIVE CONFERENCE ROOM, 6500 PATTERSON PARKWAY, WATERFORD, MICHIGAN 48327.**

Proposals shall remain in effect until the Lease is executed and authorized by the Airport Committee and the Oakland County Board of Commissioners or one-hundred twenty (120) calendar days after the proposal opening, whichever occurs first.

The County is not liable for any costs associated with the development, preparation, transmittal, or presentation of any proposal or any additional materials submitted. The County may use as its own, without payment of any kind or liability therefore, any ideas, suggestions, layout, or plan received during the proposal process.

**PROPOSAL GUARANTEE:**

Each proposal must be accompanied by a cashier's check made payable to the order of the County of Oakland in the sum of \$10,000. The proposal guarantee shall be returned to all proponents within five working days after the successful proponent has been selected. Notwithstanding the previous sentence, if the successful proponent fails to agree to the terms and conditions of the Lease Agreement to be issued as an addendum to this Invitation for Proposals (as Exhibit "B"), and any subsequent addenda, its proposal guarantee will not be returned.

**PERFORMANCE GUARANTEE(S):**

The successful proponent shall provide performance bond(s) guaranteeing the faithful performance of the construction obligations of the Lease prior to commencing construction. The performance bond(s), which shall be in the amount equal to the cost to construct the proposed facilities and improvements, shall name the "County of Oakland" as beneficiary.

**TAXES:**

In addition to payments required under the Lease, transaction, sales and other taxes at the rate provided by law, shall be paid by Lessee in addition to any taxes imposed on Lessee's business activities conducted at this location.



**RULES:**

All proponents must be of good moral character and must not have been convicted of a felony or a crime involving moral turpitude in the last ten (10) years. All proponents must agree to submit to any background checks as deemed necessary by the County.

Proponents shall fully comply with all laws, ordinances, rules and regulations of the United States, the Federal Aviation Administration, State of Michigan, and the County, including, but not limited to, Airport Rules and Regulations and Minimum Standards, and specifically local regulations related to real estate lease agreements/building permits and fees/zoning/use permit stipulations and regulations regarding alcoholic beverages, nuisance abatement, immoral conduct, smoking/non-smoking, and privilege, use and excise taxes, discrimination laws and environmental/hazardous waste laws.

All proponents must submit evidence that they have the necessary qualifications, experience, capabilities, and financial resources to fulfill the terms and conditions of the Lease. To provide the County with information on this point, proponents must complete and submit all of the information stipulated in the Proposal Content section later in this Invitation for Proposals. All of the information submitted by the proponent will be relied upon by the County in the leasing of land and granting of privileges at the Airport and must be warranted by the proponent as true, accurate, and complete.

**Failure to submit a completed Proposal including all required attachments or documentation will be grounds for disqualification of the proponent.**

Forms and information submitted in response to the Invitation for Proposals shall become the property of the County and will not be returned to the proponent.

The Base Rent is the amount of guaranteed minimum rent that the proponent will pay the property of the County per month throughout the term of the Lease Agreement. The guaranteed minimum monthly rental amount must be no less than \$0.30 per square foot per year. This monthly minimum rental does not include any taxes as defined by the caption "TAXES" above.

**PROPOSAL EVALUATION PROCESS:**

Proposals will be evaluated on a comparative basis and based on the weights identified in the Proposal Content section of the Invitation for Proposals.

**GROUND FOR DENIAL OR DISQUALIFICATION:**

The County may deny or disqualify any proposal for any one or more of the following reasons:

1. The proponent, for any reason, does not **fully** meet the qualifications, standards, and requirements established by the County. The burden of proof shall be on the proponent and the standard of proof shall be by clear and convincing evidence.
2. The proponent's proposed activities and/or improvements will create a safety hazard at or on the Airport.
3. The acceptance of the proposal will require the County to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or improvements that the County is unwilling and/or unable to spend and/or will result in a financial loss or hardship to the County.
4. The proponent has either intentionally or unintentionally misrepresented or omitted material facts in the proposal or in supporting documentation.

5. The proponent has failed to make full disclosure in the proposal or in supporting documentation.
6. The proponent (or an officer, director, agent, representative, shareholder, or employee of proponent) has a record of violating the regulatory measures of any airport, FAA, or any other regulatory measure applicable to the Airport or the proponent's proposed activity.
7. The proponent (or an officer, director, agent, representative, shareholder, or employee of proponent) has defaulted in the performance of any lease, sublease, or other agreement at the Airport or at any other airport.
8. The proponent does not exhibit adequate financial responsibility or capability to undertake the proposed activity.
9. The proponent cannot provide a performance bond or applicable insurance in the type and amounts required by the County for the proposed activity.
10. The proponent (or an officer or director of proponent) has been convicted of a felony.
11. The proponent seeks terms and conditions which are inconsistent with County policies, the Invitation for Proposals, or are not in the best interest of the County.

#### **SCHEDULE :**

A **tentative** schedule for the selection process is as follows:

Wednesday, September 25, 2024	Invitation for Proposals Advertised/Distributed
Wednesday, November 20, 2024	Proposal deadline: 1:00 PM Local Time
Wednesday, November 27, 2024	Announce/Notify finalists & schedule presentations
Wed-Thurs., December 4-5, 2024	Presentations
Wednesday, December 11, 2024	Announce selection

#### **PROPONENT INSTRUCTIONS:**

Proposals must be organized so that each element (identified under Proposal Content) is addressed in the order indicated. Proponents must answer all questions completely and accurately and furnish all required information/documents – failure to do so may result in disqualification.

Responses to the information requested in the Proposal Information section of the Invitation for Proposals (and the Proposal Statement and Proposal Affidavit) must be typed on the forms provided. Proposals that contain omissions, erasures, or alterations may be rejected.

Proposals must be written using 11-point font (the size used in this Invitation for Proposals) on standard 8-1/2" by 11" paper. Proposals, excluding exhibits, must not exceed 60 pages single sided. Proposals must be bound on the left long side. The original proposal must be bound.



## PROPOSAL CONTENT:

### 1. Cover Letter

Each proponent must submit a cover letter identifying the proposing entity(ies) and the name of the proposed business. An authorized representative of the proposing entity must sign the cover letter.

### 2. Executive Summary

Each proposal must contain an Executive Summary that summarizes the key elements of the proposal. In addition, the Executive Summary should include a statement that explains why the proponent is qualified to develop, operate, manage, and market the proposed property and why the proponent would be the best selection and the proposal in the best interest of the Airport.

### 3. Proponent Information Form

Each proponent must complete the proponent information form and attach all required information and/or documentation.

### 4. Development Plan (weighting of 20%)

Proponents must provide (and proposals will be evaluated based upon) the following:

- a. A description of (and preliminary specifications for) the proposed facilities, improvements, and associated amenities.
- b. Preliminary drawings and a rendering of the proposed facilities and improvements.
- c. A cost estimate and schedule for the development of the proposed facilities and improvements.
- d. Contact information and a minimum of three (3) references for the design/construction team.
- e. An overview of the background, experience, qualifications, and capabilities of the design/construction team.
- f. Evidence of the ability to obtain a performance bond.
- g. Identify the proposed date for the commencement of operations.

### 5. Financial Plan (weighting of 20%)

Proponents must provide (and proposals will be evaluated based upon) the following:

- a. A demonstrated financial capacity to initiate the proposed development and provide working capital.

- b. A statement of financial responsibility from a qualified financial institution or from such other source as may be readily verified through normal channels.
- c. A three (3) year historical financial (profit and loss) statement.
- d. A three (3) year historical balance sheet.
- e. A five (5) year financial (profit and loss) projection.
- f. A cash flow statement.

6. Operating Plan (weighting 20%)

Proponents must provide (and proposals will be evaluated based upon) the following:

- a. A description of the proposed products and services.
- b. Copies of all applicable licenses, permits, and operating certificates.
- c. A description of the policies and procedures that will be utilized by the proponent to include safety, emergency procedures, incident/accident prevention and reporting, environmental, security, communications, and customer service.
- d. A description of the level, quality, and manner in which the proposed products and services will be provided, and facilities will be maintained.
- e. Evidence of the ability to obtain the insurance coverage required in the Lease Agreement.

7. Management Plan (weighting of 20%)

Proponents must provide and proposals will be evaluated based upon the following:

- a. Statements of the proponent's mission, vision and values.
- b. A chart depicting the proponent's organizational chart.
- c. Resumes (and a description of the roles and responsibilities) for the proponent's principals, managers (including general manager) and other key personnel.
- d. Proposed staffing levels (including management and operating level employees) that will be necessary to provide the proposed products and services and maintain the proposed facility.
- e. Five (5) business references.
- f. Five (5) financial references.



8. Qualifications and Experience (weighting of 20%)

Proponents must provide (and proposals will be evaluated based upon) the following:

- a. Descriptions of the proponent's experience qualifications, and capabilities pertaining to the development, operation, and management of an aviation business.
- b. The weighting (or value associated with) each of the preceding areas has been provided to give proponents an idea of the relative importance of each element to the County.

**PROPOSAL STATEMENT:**

Proponents must complete and execute the Proposal Statement and provide the Proposal Guarantee.

**PROPOSAL AFFIDAVIT:**

Proponents must complete and execute the Proposal Affidavit.

**ADDITIONAL INFORMATION:**

Proponents must provide verification of receipt of any/all addenda to this Invitation for Proposals by completing the section below:

Addendum # _____	Dated _____	Received by _____ Signature of Proposal Signer
Addendum # _____	Dated _____	Received by _____ Signature of Proposal Signer
Addendum # _____	Dated _____	Received by _____ Signature of Proposal Signer
Addendum # _____	Dated _____	Received by _____ Signature of Proposal Signer
Addendum # _____	Dated _____	Received by _____ Signature of Proposal Signer

Proponent may provide additional data, exhibits, or other attachments if deemed important and relevant to the proposal.

## PROPONENT INFORMATION FORM

1. Date submitted: \_\_\_\_\_
2. Submitted by (name and address as it would appear in the Lease):
- \_\_\_\_\_ LEGAL NAME
- \_\_\_\_\_ BUSINESS NAME
- \_\_\_\_\_ ADDRESS
- \_\_\_\_\_ ADDRESS
- \_\_\_\_\_ CITY, STATE, ZIP
- \_\_\_\_\_ WEBSITE
3. CHECK ONE:    ☐ Sole Proprietor    ☐ Corporation    ☐ Limited Liability Company  
                         ☐ Partnership    ☐ Other \_\_\_\_\_
4. Principal office contact information:
- \_\_\_\_\_ CONTACT PERSON
- \_\_\_\_\_ ADDRESS
- \_\_\_\_\_ CITY, STATE, ZIP
- \_\_\_\_\_ TELEPHONE
- \_\_\_\_\_ E-MAIL ADDRESS
5. Official representative contact information:
- \_\_\_\_\_ NAME
- \_\_\_\_\_ TITLE
- \_\_\_\_\_ TELEPHONE
- \_\_\_\_\_ E-MAIL ADDRESS

**THOSE DESIRING TO SUBMIT A PROPOSAL WARRANT THE FOLLOWING:**

1. If a SOLE PROPRIETOR, complete the following:
- a. Individual doing business under the name of \_\_\_\_\_  
In the city of \_\_\_\_\_  
And county of \_\_\_\_\_ in the state of \_\_\_\_\_
- b. Date business began operations \_\_\_\_\_



2. If a PARTNERSHIP, complete the following:
- a. The undersigned is an authorized representative of a partnership, doing business under the name of \_\_\_\_\_
- in the city of \_\_\_\_\_
- and county of \_\_\_\_\_
- Describe type of partnership (check one)
- ☐ General Partnership    ☐ Joint Venture
- ☐ Limited Partnership    ☐ Other: \_\_\_\_\_
- Date partnership was formed: \_\_\_\_\_
- Has the partnership been recorded? ☐ NO    ☐ YES (If yes, list where and when?)
- The following is a complete and accurate list of names of the partnership participants, partners, joint ventures, and beneficiaries. (Attach a separate sheet, if preferred or if necessary.)

Name/Title	Business Address	City	State	Zip

3. If a CORPORATION, complete the following:
- a. The undersigned is a duly authorized officer acting as \_\_\_\_\_
- Of \_\_\_\_\_, a corporation organized on \_\_\_\_\_
- And existing under the laws of the state of \_\_\_\_\_
- b. The corporation is (check one): ☐ Public    ☐ Private
- c. If a publicly held corporation, how and where is the stock traded?
- d. If a foreign corporation (not from Michigan) please provide "Certificate of Qualification" number from the Michigan Secretary of State.
- e. The following is a complete and accurate list of officers, directors, and major shareholders of said corporation (attach separate list if preferred or if necessary).

Name/Title	Business Address	City	State	Zip

- f. The following officers are duly authorized to execute contracts on behalf of said corporation (Please attach a copy of corporation resolution or by-laws authorizing these officers.)

Name/Title	Business Address	City	State	Zip

4. If a LIMITED LIABILITY COMPANY, complete the following:

- a. The undersigned is a duly authorized officer acting as \_\_\_\_\_  
of \_\_\_\_\_, a corporation organized on \_\_\_\_\_  
and existing under the laws of the state of \_\_\_\_\_
- b. If a foreign corporation (not from Michigan) please provide "Certificate of Qualification" number from the Michigan Secretary of State: No. \_\_\_\_\_
- c. The following is a complete and accurate list of members, officers, and directors of limited liability company (attach separate list if preferred or if necessary).

Name/Title	Business Address	City	State	Zip

- c. The following members (or officers) are duly authorized to execute contracts on behalf of said limited liability company. (Please attach a copy of articles of organization and the operating agreement authorizing these members (or officers))

Name/Title	Business Address	City	State	Zip



## 5. Legal Statements

Please answer the following questions as they may apply to proponent (including sole proprietors, partners and/or members (individually or collectively) of a partnership or limited liability company, or director, officer or shareholder of a corporation). If the answer is YES, please give date, place, and detailed description on a separate sheet of paper.

- a. Has the Proponent ever been convicted of a felony? ☐ No ☐ Yes
- b. Has the Proponent ever been convicted of a crime of moral turpitude? ☐ No ☐ Yes
- c. Does the Proponent have any judgment (rendered in a court of law) outstanding against them? ☐ No ☐ Yes
- d. Has the Proponent declared bankruptcy within the last 10 years? ☐ No ☐ Yes
- e. Has any lease, use, or operating agreement for any business enterprises held by proponent ever been canceled or placed in default? ☐ No ☐ Yes
- f. Has any lease, use, or operating agreement for a Fixed Based Operation, specialized aviation service company, or fueling company held by the proponent ever been canceled or placed in default? ☐ No ☐ Yes
- g. Has the Proponent (or any entity the Proponent has had an ownership interest in) ever had a bond or surety canceled or forfeited? ☐ No ☐ Yes
- h. Is there any member of the County, its staff or employees, or families who has any direct or indirect financial interest in the proposing entity? ☐ No ☐ Yes
- i. If proponent is owned or licensed by another person, partnership, corporation, or limited liability corporation (or if Proponent does business under another name), provide the name of that entity:  
  
\_\_\_\_\_

A. Experience

- a. Please state the number of years proponent has engaged in the development, operation, management, and marketing of aviation business \_\_\_\_\_
- b. Provide the names of up to five airports (and contact information) where the proponent has operated an aviation business within the last five years.

Airport	Dates of Operation		Contact Name	Contact Telephone
	From	To		

- c. Provide the names of five individuals (and contact information) who can verify the proponent’s experience, qualifications, and capabilities to develop, operate, manage, and market an aviation business.

\_\_\_\_\_ PERSON

\_\_\_\_\_ COMPANY

\_\_\_\_\_ ADDRESS

\_\_\_\_\_ CITY, STATE, ZIP

\_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX

\_\_\_\_\_ E-MAIL ADDRESS

\_\_\_\_\_ PERSON

\_\_\_\_\_ COMPANY

\_\_\_\_\_ ADDRESS

\_\_\_\_\_ CITY, STATE, ZIP

\_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX

\_\_\_\_\_ E-MAIL ADDRESS



\_\_\_\_\_ PERSON

\_\_\_\_\_ COMPANY

\_\_\_\_\_ ADDRESS

\_\_\_\_\_ CITY, STATE, ZIP

\_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX

\_\_\_\_\_ E-MAIL ADDRESS

\_\_\_\_\_ PERSON

\_\_\_\_\_ COMPANY

\_\_\_\_\_ ADDRESS

\_\_\_\_\_ CITY, STATE, ZIP

\_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX

\_\_\_\_\_ E-MAIL ADDRESS

\_\_\_\_\_ PERSON

\_\_\_\_\_ COMPANY

\_\_\_\_\_ ADDRESS

\_\_\_\_\_ CITY, STATE, ZIP

\_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX

\_\_\_\_\_ E-MAIL ADDRESS

d. Provide the names of five customer references and contact information.

\_\_\_\_\_ PERSON

\_\_\_\_\_ COMPANY

\_\_\_\_\_ ADDRESS

\_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX

\_\_\_\_\_ E-MAIL ADDRESS

\_\_\_\_\_ PERSON  
\_\_\_\_\_ COMPANY  
\_\_\_\_\_ ADDRESS  
\_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX  
\_\_\_\_\_ E-MAIL ADDRESS

\_\_\_\_\_ PERSON  
\_\_\_\_\_ COMPANY  
\_\_\_\_\_ ADDRESS  
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\_\_\_\_\_ E-MAIL ADDRESS

\_\_\_\_\_ PERSON  
\_\_\_\_\_ COMPANY  
\_\_\_\_\_ ADDRESS  
\_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX  
\_\_\_\_\_ E-MAIL ADDRESS



**PROPOSAL STATEMENT**

STATE OF MICHIGAN

COUNTY OF OAKLAND

Except as otherwise expressly provided in this proposal, this proposal incorporates by reference, as if fully set forth in this proposal, the full content of the Invitation for Proposals. This proposal may not be revoked by the proponent for a period of 90 days after the proposal submittal due date and may remain valid beyond that time with the consent of the proponent.

I affirm that I have read and understand all the provisions set forth in the Invitation for Proposal. I, the undersigned, guarantee that our proposal meets or exceeds the specifications contained in the Invitation for Proposals document, that we have received\_\_\_\_\_ addendum(a) to the Invitation for Proposal, and that we will fully comply with all the provisions and conditions specified. In addition, all information requested by the County has been submitted and is true, accurate, and complete.

I also affirm that I am duly authorized to execute a Lease with the County and that the contents of this proposal specifically with regard to rents, fees, terms, and/or conditions have not been communicated by the undersigned nor by an employee or agent to any other proponent or to any other person(s) engaged in this type of business prior to the official opening of the proposal.

I also affirm that if I am awarded the right to operate an aviation business on the proposed property at the Airport, the undersigned will enter into a Lease with the County, furnish the required performance bond(s) and certificates of insurance, and that upon approval of the Lease by the County, the undersigned shall immediately commence with the design approval and construction process. It is understood that all plans, materials, landscaping, etc. are subject to approval by the County and Waterford Township. It is further understood that all permits, fees, inspections, etc. related to this proposal are the responsibility of the proponent.

PRINTED NAME OF PROPOSER \_\_\_\_\_

SIGNATURE OF AUTHORIZED PERSON \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

BUSINESS ADDRESS OF PROPOSER \_\_\_\_\_

TELEPHONE \_\_\_\_\_

### PROPOSAL AFFIDAVIT

STATE OF MICHIGAN }  
COUNTY OF OAKLAND

Affiant, \_\_\_\_\_, of the city of \_\_\_\_\_, in the county of \_\_\_\_\_, and the state of \_\_\_\_\_, of full age, being first duly

sworn according to law on its oath, deposes and says that:

Said proposal is genuine; that the same is not a sham or collusive; that all statements of fact therein are true, accurate, and complete; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Neither the proponent nor any of proponent's officers, partners, owners, shareholders, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly, with any person, firm, corporation, or other proponent or potential proponent in regard to the amount, terms, or conditions of this proposal and has not paid or agreed to pay, directly or indirectly, any person, partnership, company, association, organization, corporation, or other proponent or potential proponent any money or other valuable consideration for assistance in procuring or attempting of any other proponent, and hereby states that no such money or other reward will be hereinafter paid.

It has neither recommended nor suggested to the County, or any of its officers, partners, owners, agents, representatives, employees, or parties in interest, any of the terms or provisions set forth in the proposal and Agreement.

No officer, partner, owner, shareholder, agent, representatives, employees, or partners in interest of the Proponent is a member of the County or its staff, or related to any members of the County or its staff except as noted herein below:

Signed: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me

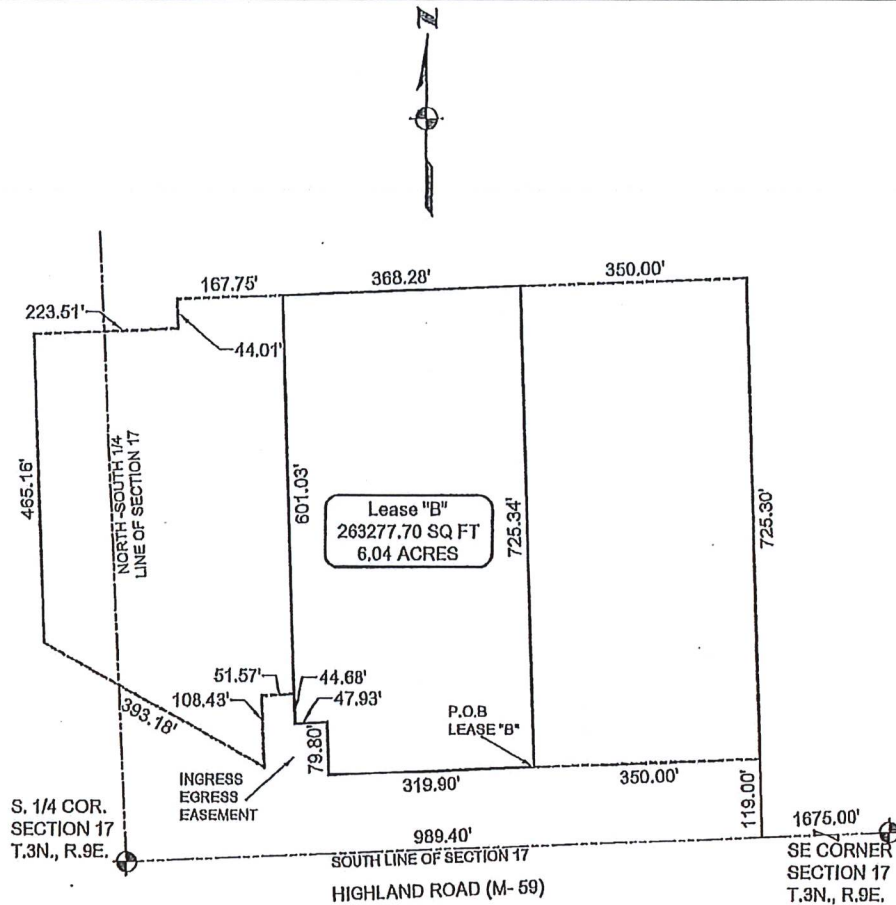
\_\_\_\_\_  
Title

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
(Seal of Notary)

\_\_\_\_\_  
Notary Public


\_\_\_\_\_  
Commission Expires

# RIGHT-OF-WAY SURVEY SKETCH



## LEGAL DESCRIPTION LEASE "B":

PART OF THE SOUTH 1/2 OF SECTION 17, T.3N., R.9E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE S 87-49-02 W, 1675.00 FT. ALONG THE SOUTH LINE OF SECTION 17 AND N 02-10-58 W, 119.00 FT. AND S 87-49-02 W, 350.00 FT. TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING S 87-49-02 W, 319.90 FT.; THENCE N 02-23-21 W, 79.80 FT.; THENCE S 87-36-39 W, 47.93 FT.; N 02-23-21 W, 44.68 FT.; THENCE N 02-10-58 W, 601.03 FT.; N 87-49-02 E, 368.28 FT.; THENCE S 02-10-58 E, 725.34 FT. TO THE POINT OF BEGINNING. AREA: 263,277.70 Sq. Ft., 6.04 ACRES

 <small>WATER RESOURCES COMMISSIONER</small> <small>Jim Nicks</small>	DRAWN BY:	DJL	DATE:	6/17/2016
	CHECKED BY:	JP	SCALE:	1" = 200'
	JOB NAME:	OAKLAND INT. AIRPORT	SHEET	1 of 1
	LOCATION:	WATERFORD TOWNSHIP	SECTION	17 1/4 SOUTH 1/2
OAKLAND INTERNATIONAL AIRPORT				



## EXHIBIT B

### OAKLAND COUNTY INTERNATIONAL AIRPORT LAND LEASE

**THIS LEASE**, to be effective the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, is made by and between the COUNTY OF OAKLAND, a Michigan Constitutional Corporation, hereinafter called the COUNTY and \_\_\_\_\_, a Michigan limited liability company, hereinafter called the LESSEE:

**WHEREAS** the County owns and operates the Oakland County International Airport (OCIA) in Waterford Township and has real property available which can be leased to the Lessee upon the terms and conditions set forth herein; and

**WHEREAS** the Lessee is desirous of leasing the real property described below according to the terms and conditions set forth herein.

#### **NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING TERMS:**

1a) **Description of Leased Property.** The County leases to the Lessee and the Lessee leases from the County for a period of thirty (30) years, commencing \_\_\_\_\_ and expiring \_\_\_\_\_, the following real property located on the OCIA, Waterford Township, Oakland County, Michigan (hereinafter referred to as "Property"):  
(legal description)

1b) **Rent Amount.** Except as otherwise modified herein, as rent for the Property, the Lessee shall pay the County a rate of \$\_\_\_\_\_ per square foot annually, which equals a flat rate of \$\_\_\_\_\_ annually. The Lessee may choose to pay the rent annually or on a monthly basis. The rent shall be paid in advance, regardless of if it is paid annually or monthly. If the rent is paid annually, it shall be due and paid on the date this Lease commences and on the anniversary of that date for each year of this Lease thereafter. If the Lessee chooses to pay the rent on monthly basis, it shall be due and paid in twelve (12) equal installments of \$\_\_\_\_\_ per month on the first of every month while this Lease is in effect. Rental payments will be computed from \_\_\_\_\_, 20\_\_\_\_. A late charge of one percent (1%) per month on the unpaid balance shall be applied to payments made after the 20th of each month and shall be cumulative. Rent payments shall be made out to the "County of Oakland" and shall be sent to or made at the OCIA, 6500 Patterson Parkway, Waterford, Michigan 48327-1649.

1c) **Monies Due Upon Execution of the Lease.** Four (4) months' rent, namely \$\_\_\_\_\_ shall be paid upon the execution of this Lease, of which \$\_\_\_\_\_ shall apply to the first month's rent and payment of \$\_\_\_\_\_ shall be retained by the County as a guaranty fund for any outstanding rent payments at the expiration or termination of this Lease.

1d) **Lease Renewal.** If required by the Lessee's lender(s) to secure financing as evidenced in document(s) issued by such lender(s) to the County's satisfaction and delivered by the Lessee to the County prior to County's execution of this Lease and upon the exercise of any right granted under this Section and the Lessee is in good standing, the Lessee shall have the right to renew this Lease at the expiration of the initial period set forth in Section 1a) for an additional twenty (20)-year period upon such terms and conditions as shall be agreed upon between the parties set forth in an amendment to this Lease executed by the parties, provided such terms and conditions and the provisions of this Section 1d) comply with all applicable laws, ordinances, and rules and regulations of the Township of Waterford, the County, the State of Michigan, the United States, any governmental agency, and the OCIA as may be restated, replaced, supplemented, or otherwise amended, including, but not limited to, any grant assurances governed by the Federal Aviation Administration. To exercise such right to renew, Lessee must deliver to the County a written notice of such exercise and the documentation evidencing the lending requirements described above not less than six (6) months prior to the expiration of the initial period set forth in Section 1a).

1e) **Rent Increases.** The County reserves the right to change the rent amount provided under this Lease every two (2) years, first computation to be made from the date the Lease commenced. The changes in the rent amount shall be based on the rental rates in effect at the OCIA at the expiration date of each two-year period. The County will provide Lessee with written notice and the effective date of any changes to the rent amount, which shall be incorporated by reference into this Lease.

2a) **Use of Property.** The Lessee shall only use the Property for commercial use incidental to the sale, servicing, and storage of aircraft, provided that other uses of the Property may be authorized by prior written permission of the Airport Committee.

2b) **Compliance with Law.** The Lessee's use and operations at the Property shall comply, at all times, with the laws, ordinances, and regulations of the Township of Waterford, the County, the State of Michigan, the United States, the Michigan Aeronautics Commission and the Federal Aviation Administration, including but not limited to, 42 U.S.C. 6991, *et seq.*; 40 C.F. R. Part 281; Parts 201, 211, and 213 of the Michigan Environmental Protection Act, Public Act 451 of 1994; the Comprehensive Environment Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601, *et seq.*; and all other relevant and appropriate local, state and federal laws and regulations, as, in each instance, may be restated, replaced, supplemented, or otherwise amended. The Lessee shall also



comply with the OCIA Rules and Regulations and Minimum Standards in effect and as restated, replaced, supplemented, or otherwise amended. The OCIA Rules and Regulations and Minimum Standards are incorporated into this Lease.

2c) **Reservation of Rights.** This Lease does not and is not intended to impair, divest, or contravene any constitutional, statutory, and /or other legal right, privilege, power, obligation, duty, or immunity of the County.

3) **Assignment and Subleasing.** The Lessee shall not sublease, assign, delegate, or transfer, in any manner, any rights or interests in this Lease without the prior written permission of the Airport Committee.

4) **Disruption/Obstruction of OCIA Business.** The Lessee's use of the Property shall not disrupt, obstruct, or inconvenience, in any manner, the business or operations at the OCIA.

5a) **Removal of Lessee Improvements Upon Expiration of Lease.** At the expiration of this Lease, the Lessee shall within a reasonable time, not to exceed six (6) months from the expiration, remove and dispose of all hangars, buildings, structures and other improvements placed or constructed on or in the Property and restore the Property to a level grade and to condition that compiles with Parts 201, 211, and 213 of the Michigan Environmental Protection Act, Public Act 451 of 1994, the Comprehensive Environment Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601, *et. seq.*, and all other relevant and appropriate local, state and federal laws and regulations, unless such hangars, buildings, structures, and other improvements are sold or transferred to the County or another entity. All expenses associated with such removal, disposal, and restoration shall be paid by the Lessee.

5b) **Right to Improvements Upon Termination.** If this Lease is (1) terminated by operation of law, (2) terminated by another provision contained herein prior to its expiration, or (3) terminated at any time during the term of this Lease, the County, by and through the Airport Committee shall, upon thirty (30) days written notice, have the first right of refusal to acquire the hangar, buildings, and/or other improvements constructed on or in the Property by paying the Lessee the then fair market value, as determined by a certified appraiser mutually selected and approved by the County, by and through the Airport Committee, and the Lessee, the cost of the appraisal shall be borne equally by the parties. If the County chooses not to acquire the hangar, buildings, and/or other improvements, Lessee shall within a reasonable time, not to exceed six (6) months from the termination, remove and dispose of all hangars, buildings, structures and other improvements placed or constructed on or in the Property and restore the Property to a level grade and to a condition that compiles with Parts 201, 211, and 213 of the Michigan Environmental Protection Act, Public Act 451 of 1994, the Comprehensive Environment Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601, *et. seq.*, and all other relevant and appropriate local, state and federal laws and regulations. All expenses



associated with such removal, disposal, and restoration shall be paid by the Lessee. If Lessee does not remove and restore the Property within the six (month) period, then the hangars, buildings, structures and other improvements on and in the Property shall become the property of the County without further action of either party. The County may remove and dispose of such property as it deems fit, provided that, the Lessee shall be responsible to reimburse the County for all costs it incurs for the removal and disposal of the hangars, buildings, structures and other improvements and for the restoration of the Property to a level grade and to a condition that compiles with Parts 201, 211, and 213 of the Michigan Environmental Protection Act, Public Act 451 of 1994, the Comprehensive Environment Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601, *et. seq.*, and all other relevant and appropriate local, state and federal laws and regulations.

6) **Quiet Enjoyment.** Upon performance of its obligations under this Lease, the Lessee shall peacefully and quietly hold and enjoy the Property for the term of this Lease without hindrance or interruption by the County, its agents or employees, subject to the terms and conditions of this Lease.

7) **Indemnification.** The Lessee shall indemnify, defend, and hold harmless the County, its Boards, Commissions, officials, and employees from any and all Claims, as defined herein, that are incurred by or asserted against the County or its Boards, Commissions, officials, and employees by any person or entity, which are alleged to have been caused by or found to arise from the acts or omissions of Lessee or its employees, agents, volunteers, subcontractors, invitees, or any other persons on the Property as a result of Lessee's use of the Property. "Claim," as used in this Lease, means any losses; complaints; demands for relief or damage; lawsuits; causes of action; proceedings; judgments; penalties; costs or other liabilities of any kind which are imposed on, incurred by, or asserted against a party or its Boards, Commissions, officials, and employees or for which a party or its Boards, Commissions, officials, and employees may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.

8) **Damage to Lessee Property.** The Lessee shall be solely responsible for any property loss or damage to any of its property located, kept, or stored on the Property, including, but not limited to, the hangar, buildings, equipment, and improvements, resulting from fire, theft, or other casualty.

9) **Improvements to Property.** The Lessee shall be solely responsible, at its expense, for any improvements to the Property that may be needed for its use of the Property, including, but not limited to, grading of land and installation of underground or above-ground utilities (electric, septic tanks, water, sewer, above-ground fuel tanks, fiber, and conduits). The Airport Manager shall approve, in writing, all improvements to the Property, prior to construction, except for the construction of buildings or hangars, which

must be approved by the Airport Committee. The Lessee acknowledges that it had the opportunity to inspect the Property and leases it "AS IS."

10) **Use of Common Areas at OCIA.** In conjunction with other tenants and patrons at the OCIA, the Lessee has the right to use common areas of the OCIA, including, but not limited to, the landing field, runways, apron to runways, taxi ways, service drives for access to public road(s), and parking facilities according to the rules and regulations of OCIA or the rules and regulations of another governmental entity, e.g., the State or Federal Government.

11) **Lien on Lessee Hangar/Buildings.** The Lessee expressly grants to the County a lien on the hangar and/or buildings that the Lessee constructs on the Property for the security of the payments due the County by the Lessee under this Lease.

12) **Landing Fees.** Lessee and any aircraft based in its hangar shall not be required to pay landing fees at the OCIA. However, the Airport Committee reserves the right to create and adopt a policy to charge all tenants and aircraft based at the OCIA landing fees, if required by law or other financial contingencies. If such a policy is adopted by the Airport Committee and applies to all tenants and aircraft based at the OCIA, then this Section (Section 12—Landing Fees) shall have no effect and shall be deemed severed from the Lease on the date such policy is adopted.

13) **Condition of Property.** The Lessee, at its sole cost, shall keep the hangar/buildings on the Property and the Property in compliance with all laws, regulations, rules, and ordinances and in a good and tidy condition, e.g., the grass mowed, free from weeds, free from rubbish and other unsightly objects or things. The condition of the Property must be similar to how the County maintains and keeps its property at the OCIA. The Lessee shall also be responsible, at its sole cost, for snow and ice removal, maintenance and repair of any improvements on the Property, and maintenance of the grounds, turf, and landscaping. If Lessee does not keep the hangar/buildings on the Property and the Property in the condition required by this Section, the County may, upon ten (10) calendar days notice to the Lessee, perform the work to bring the hangar/buildings on the Property and the Property in compliance with this Section, provided, that the Lessee shall reimburse the County for all costs it incurs under this Section.

14) **Signs/Posters on Property.** The Lessee shall not erect or display any signs posters, or similar devices on the Property without the prior written approval of the Airport Manager. Any signs, posters, or similar devices not approved by the Airport Manager shall be removed without notice to the Lessee and at the Lessee's expense.



15) **Taxes.** The Lessee shall pay any taxes (real or personal) and any special assessments, which are levied due to this Lease or the Lessee's operations at the Property. If taxes or special assessments are not paid within sixty (60) calendar days of the due date, then the County, by and through the Airport Committee, may terminate this Lease upon written notice to the Lessee.

16) **Access to Property.** The County and its duly authorized employees shall have the right of ingress and egress to the Property, including all buildings or appurtenances placed or erected on the Property for inspection purposes or for any purpose occasioned by emergency. The County and other governmental entities shall have the right to enter the Property to maintain, repair, replace, or remove any sewers, water mains, telephone lines, conduits, fiber, cable, other mediums of communication, and any other installations on or in the Property. If the County or another governmental entity performs work pursuant to this Section, then it shall leave the Property in as good an order and condition as it was prior to the commencement of work.

17) **Failure to Make Payments Under the Lease.** If the Lessee fails to make any payments required by this Lease, and if the Lessee fails to make such payments for a period of sixty (60) days, then the County, by and through the Airport Committee, may terminate this Lease upon notice to the Lessee.

18) **Bankruptcy/Judgements of Lessee.** If any one of the following occurs, the County may terminate this Lease by written notice: (1) the Lessee is subject to a bankruptcy proceeding; (2) the Lessee is declared insolvent; or (3) the Lessee is placed into receivership. If the County elects not to terminate this Lease, the County may accept rent from the trustee, receiver, or person acting under court order for the remainder of this Lease without impairing or affecting, in any way, the rights of the County against the Lessee under this Lease.

19) **Level of Service.** The Lessee shall furnish good, prompt and efficient service adequate to meet all demands for its service at the OCIA.

20) **No Discrimination.** The Lessee agrees, and shall ensure for its successors, subleases, and assigns, that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Property; and (2) that in the construction of any improvements on or in the Property and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Property; and (3) the Property is used in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, 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.



21) **Breach of Nondiscrimination Covenants.** In the event of breach of any of the above nondiscrimination covenants, the County, by and through the Airport Committee, shall have the right to terminate the Lease and to re-enter and repossess, pursuant to law and under this Agreement, the Property and improvements thereon.

22) **Nondiscriminatory Pricing.** The Lessee shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates and other similar types of price reduction to volume purchasers.

23) **Non-Exclusive and Subordinate Lease.** This Lease shall be non-exclusive and subordinate to the provisions of any existing or future agreement between the County and the United States relative to the operation or maintenance of the OCIA, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the OCIA.

24) **Development/Improvement of OCIA.** The County reserves the rights to further develop or improve the OCIA, including the landing field or other areas of the OCIA as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance from the Lessee.

25) **Protection of OCIA.** The County, by and through the Airport Manager, reserves the right to take any action it considers necessary to protect the aerial approaches of the OCIA against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure on the OCIA, which in the opinion of the Airport Manager would limit the usefulness of the OCIA or constitute a hazard to aircraft.

26) **Remedies Not Exclusive.** The County's and the Lessee's rights, remedies, and benefits under this Lease are cumulative and shall not be exclusive of any other rights remedies and benefits allowed by law or equity.

27) **Successors.** The covenants, conditions and agreements in this Lease shall be binding on the parties' heirs, personal representatives, administrators, executors, successors and assigns.

28) **Entire Agreement.** This Lease, the exhibits, and/or addendum, if any, attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understanding between the parties and there are no matters, whether written or oral, between the Parties other than set forth herein.

29) **Severability.** If a court of competent jurisdiction finds a term or condition of this Lease to be illegal or invalid, then the term or condition shall be deemed severed from this Lease. All other terms or conditions of this Lease shall remain in full force and effect.

30) **Notices.** All notices required by this Lease shall be sent to the Lessee at the following address or to such other address as the Lessee may designate by written notice:

(lessee name & address)

All notices required by this Lease shall be sent to the County at the following address or such other address as County may designate by written notice:

Airport Manager  
Oakland County International Airport  
6500 Patterson Parkway  
Waterford, MI 48327

All notices required by this Lease shall be in writing and sent with postage prepaid, registered or certified mail, return receipt requested.

31) **Relationship of the Parties.** Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties. The relationship between the parties is that of a landlord and tenant.

32) **Governing Law.** This Lease shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Lease shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 51<sup>st</sup> District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Lease to enforce such judgment in any appropriate jurisdiction.

33) **Amendments.** This Lease cannot be amended or modified, unless reduced to writing and signed by both parties.

34) **Waiver.** Waiver of any term or condition under this Lease must be in writing and notice given pursuant to this Lease. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Lease. No waiver by either party shall subsequently affect its right to require strict performance of this Lease.

35) **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

36) **Captions.** Section numbers, captions, and any indexes contained in this Lease are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Lease. In this Lease, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.

37) **Survival.** Sections 2c, 5a, 5b, 7, and 8 shall survive the expiration or termination of this Lease.

38) **Authorization.** The parties represent and warrant that their respective signatories have the requisite authority to execute this Lease and bind them to the terms and conditions contained herein.

Revised May 2019

*Signatures appear on the next page.*

*Signature Page to the Oakland County International Airport  
Airport Land Lease for Construction of Permanent Building*

**IN WITNESS WHEREOF** the parties hereto have executed this agreement on the date hereunder indicated.

WITNESSES:

**COUNTY OF OAKLAND**

\_\_\_\_\_

\_\_\_\_\_  
David T. Woodward, Chairperson  
Oakland County Board of Commissioners

Date: \_\_\_\_\_

**LESSEE:**

(contact info)  
a Michigan limited liability company

\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A  
DEPICTION OF THE PROPERTY

(See attached)