



**ABRAMS MUNICIPAL AIRPORT ADVISORY COMMISSION**

**JULY 14, 2015 – 6:30 PM**

**ABRAMS MUNICIPAL AIRPORT**

**16815 WRIGHT RD.**

- I. CALL TO ORDER/TAKING OF ROLL/PLEDGE OF ALLEGIANCE
- II. APPROVAL OF AGENDA
- III. COMMISSION MINUTES
  - A. Approval of the regular minutes for March 3, 2015
- IV. PUBLIC COMMENT
- V. STAFF REPORTS
  - A. Financial Report
  - B. T-Hangar Report
- VI. OLD BUSINESS
  - A. Airport Layout Plan Update
  - B. Well Project Update
  - C. T-Hangar Lease
- VII. NEW BUSINESS
- VIII. COMMISSION COMMENTS
- IX. ADJOURNMENT

**ABRAMS MUNICIPAL AIRPORT ADVISORY COMMISSION MINUTES**  
**TUESDAY, MARCH 3, 2015**  
**6:30 P.M.**  
**TERMINAL BUILDING, ABRAMS MUNICIPAL AIRPORT**  
**16815 WRIGHT RD.**

- I. **CALL TO ORDER/TAKING OF ROLL/PLEDGE OF ALLEGIANCE** – Chairman Powers called the meeting to order at 6:32 p.m. Those present were Commissioners Helen Hagg, Ryan Humphrey, Peter Manina, John Rowland, Mark Wilkins, and Patti Schafer. Those absent were Commissioners Bruce Bahr, Cana Garrison, Daniel Harris, Shawn Shaltry and Council representative Christina Bartholomew. Others present were City Administrator Adam Smith, Assistant City Administrator Ameer King, and Stephanie Ward from Mead & Hunt Engineers.
- II. **APPROVAL OF AGENDA**– Mr. Manina made a motion to approve the agenda as presented. Mr. Rowland supported the motion. Motion passes 5 to 0.
- Ms. Schafer arrived at 6:38 p.m.
- III. **COMMISSION MINUTES** – Approval of the regular minutes for January 6, 2015. Ms. Schafer requested that the spelling of her name be corrected under item 3. Ms. Schafer made a motion to approve the minutes as amended. Ms. Hagg supported the motion. Motion passed 6 to 0.
- IV. **PUBLIC COMMENT - NONE**
- V. **STAFF REPORTS**
- A. Monthly Revenue and Expense Report – Mr. Smith reviewed the revenue and expenditure report for the period of July 1 through January 31<sup>st</sup>. The Commission was in consensus to continue reviewing these reports at each meeting.
- B. T-Hangar Report – Mrs. King reviewed the T-hangar report. Mr. Powers indicated that we should mail a flyer to potential tenants to increase fill our hangars. Mr. Powers further indicated the t-hangar lease should be reviewed. There is a \$50 late fee with no grace period and a \$300 deposit. Ms. Schafer made a motion to recommend to City Council to reduce the late fee in the airport t-hangar leases from \$50 to \$25 and add in a 5 day grace period. Mr. Humphrey supported the motion. Motion passed 6 to 0.
- VI. **OLD BUSINESS**
- A. “ALP” MAP – Mrs. Ward from Mead & Hunt reviewed the scope of services for the ALP plan with the Commission. The cost will be approximately \$40,000 more than originally discussed. A boundary survey is needed. Ms. Schafer made a motion to recommend to the City Council to approve the Airport Layout Plan Update contract with Mead & Hunt in the amount of \$144,716. Mr. Manina supported the motion. A roll call vote was taken. Ms. Hagg, Mr. Wilkins, Mr. Humphrey, Mr. Manina, Ms. Schafer and Mr. Powers voted yes. Mr. Rowland voted no. Motion passed 5 to 1.
- VII. **NEW BUSINESS**
- A. Fiscal Year 2016 Budget – Mr. Smith reviewed the proposed Fiscal Year 2016 budget. The police department is replacing a patrol car this fiscal year. We will have the City mechanic review and give a recommendation if we should replace the curtesy car or keep the current car. Mr. Manina made a motion to accept the recommended budget. Ms. Schafer supported the motion. Motion passed 6 to 0.
- VIII. **COMMISSION COMMENTS** – Mr. Rowland commented that we could possibly offer an incentive to fill up the T-hangars. We also need to look at where we want future box hangars to be built. Ms. Schafer commented that she would prefer the packet e-mailed instead of postal mail. Mr. Smith added that moving forward it will be our intent to e-mail the packets the Friday prior to meetings and mail a hard copy to anyone who wishes to have one. Of the members present, Mr. Rowland would like a hard copy, the remaining members would prefer e-mail only.
- IX. **ADJOURNMENT** – The meeting was adjourned at 8:07 p.m.

REVENUE/EXPENDITURE REPORT

City of Grand Ledge

For the Period: 7/1/2014 to 6/30/2015

Original Bud. Amended Bud. YTD Actual CURR MTH Encumb. YTD UnencBal% Bud

**Fund: 295 - AIRPORT FUND**

Revenues

Dept: 170.270 AIRPORT

628.000 OPERATIONAL REVENUES	0.00	44,248.00	44,248.04	0.00	0.00	-0.04	100.0
628.001 INSURANCE DIVIDENDS	0.00	0.00	1,646.13	0.00	0.00	-1,646.13	0.0
665.001 INTEREST	200.00	200.00	436.79	42.55	0.00	-236.79	218.4
667.002 AGRICULTURAL RENT	4,830.00	4,830.00	4,830.00	0.00	0.00	0.00	100.0
667.003 NATIONAL GUARD RENT	19,000.00	19,000.00	14,250.00	0.00	0.00	4,750.00	75.0
667.007 FBO - LEASE	1,000.00	1,000.00	1,000.00	0.00	0.00	0.00	100.0
667.010 HANGAR RENTS	31,000.00	31,000.00	37,186.36	2,700.00	0.00	-6,186.36	120.0
667.012 HANGAR LAND LEASES	1,800.00	1,800.00	1,639.48	0.00	0.00	160.52	91.1

<b>AIRPORT</b>	<b>57,830.00</b>	<b>102,078.00</b>	<b>105,236.80</b>	<b>2,742.55</b>	<b>0.00</b>	<b>-3,158.80</b>	<b>103.1</b>
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<b>Revenues</b>	<b>57,830.00</b>	<b>102,078.00</b>	<b>105,236.80</b>	<b>2,742.55</b>	<b>0.00</b>	<b>-3,158.80</b>	<b>103.1</b>
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Expenditures

Dept: 170.270 AIRPORT

741.000 OPERATING SUPPLIES	500.00	500.00	30.26	0.00	0.00	469.74	6.1
811.000 CONTRACTUAL	1,000.00	1,000.00	560.00	78.00	0.00	440.00	56.0
840.000 INSURANCE	7,000.00	7,482.00	7,481.07	0.00	0.00	0.93	100.0
853.000 TELEPHONE/INTERNET	1,000.00	1,000.00	836.41	40.45	0.00	163.59	83.6
900.000 PRINTING/PUBLISHING	400.00	400.00	196.62	0.00	0.00	203.38	49.2
921.000 UTILITIES	5,000.00	7,000.00	6,371.73	553.60	0.00	628.27	91.0
931.000 BUILDING MAINTENANCE	500.00	5,500.00	5,700.85	0.00	0.00	-200.85	103.7
935.000 RUNWAY/GROUNDS MAINTENANCE	13,000.00	34,000.00	31,120.81	2,900.00	0.00	2,879.19	91.5
940.000 EQUIPMENT RENTAL	500.00	500.00	0.00	0.00	0.00	500.00	0.0
962.000 CONTINGENCIES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
974.006 CONSTRUCTION	2,000.00	2,000.00	1,413.82	0.00	0.00	586.18	70.7
997.101 INDIRECT COST CHARGES	4,100.00	4,100.00	4,100.00	0.00	0.00	0.00	100.0

<b>AIRPORT</b>	<b>37,000.00</b>	<b>65,482.00</b>	<b>57,811.57</b>	<b>3,572.05</b>	<b>0.00</b>	<b>7,670.43</b>	<b>88.3</b>
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<b>Expenditures</b>	<b>37,000.00</b>	<b>65,482.00</b>	<b>57,811.57</b>	<b>3,572.05</b>	<b>0.00</b>	<b>7,670.43</b>	<b>88.3</b>
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<b>Net Effect for AIRPORT FUND</b>	<b>20,830.00</b>	<b>36,596.00</b>	<b>47,425.23</b>	<b>-829.50</b>	<b>0.00</b>	<b>-10,829.23</b>	<b>129.6</b>
Change in Fund			47,425.23				

<b>Grand Total Net</b>	<b>20,830.00</b>	<b>36,596.00</b>	<b>47,425.23</b>	<b>-829.50</b>	<b>0.00</b>	<b>-10,829.23</b>	
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BALANCE SHEET

City of Grand Ledge

As of: 7/31/2014 (PFY)

Balances

Fund: 295 - AIRPORT FUND

Assets

001.000 CASH	116,792.42
079.000 DUE FROM FEDERAL GOVT	42,314.16
123.000 PREPAID EXPENSES	3,057.35

Total Assets 162,163.93

Liabilities

255.001 DEPOSITS PAYABLE	4,950.00
339.000 DEFERRED INFLOW	42,314.16

Total Liabilities 47,264.16

Reserves/Balances

390.000 FUND BALANCE	114,863.08
398.000 CHANGES IN FUND BALANCE	36.69

Total Reserves/Balances 114,899.77

Total Liabilities & Balances 162,163.93

<b>Fund: 295 - AIRPORT FUND</b>		<b>Actual FY 13</b>	<b>Actual FY 14</b>	<b>Original Budget FY 15</b>	<b>Amended Budget FY 15</b>	<b>Actual thru March FY 15</b>	<b>Request FY16</b>	<b>Comments</b>
<b>Revenues</b>								
Dept: 170.270 AIRPORT			611	-	-	44,248	-	
628.000 OPERATIONAL REVENUES		393						
665.001 INTEREST		231	258	200	200	285	200	
667.002 AGRICULTURAL RENT		4,374	4,830	4,830	4,830	4,830	4,830	4/1/14 - 3/31/17
667.003 NATIONAL GUARD RENT		19,000	19,000	19,000	19,000	14,250	19,000	
667.007 FBO - LEASE		1,000	1,000	1,000	1,000	-	1,000	12/1/13 - 12/31/23
667.010 HANGAR RENTS		27,451	27,245	31,000	31,000	28,886	34,000	see note 1
667.012 HANGAR LAND LEASES		-	2,306	1,800	1,800	1,639	2,500	see note 2
<b>Total Revenues</b>		<b>52,449</b>	<b>55,250</b>	<b>57,830</b>	<b>57,830</b>	<b>94,138</b>	<b>61,530</b>	
<b>Expenditures</b>								
Dept: 170.270 AIRPORT								
741.000 OPERATING SUPPLIES		565	-	500	500	30	2,500	
811.000 CONTRACTUAL		750	975	1,000	1,000	248	8,500	\$7,500 added for ALP project.
840.000 INSURANCE		6,327	6,659	7,000	7,000	7,481	8,700	
853.000 TELEPHONE/INTERNET		959	849	1,000	1,000	614	1,000	
900.000 PRINTING/PUBLISHING		358	244	400	400	109	400	
921.000 UTILITIES		4,656	5,159	5,000	5,000	4,518	5,000	
931.000 BUILDING MAINTENANCE		570	145	500	500	4,486	1,500	
935.000 RUNWAY/GROUNDS MAINT.		14,485	68,816	13,000	13,000	22,597	20,000	mowing, markings, crack filling
940.000 EQUIPMENT RENTAL		332	399	500	500	-	500	

Fund: 295 - AIRPORT FUND	Actual FY 13	Actual FY 14	Original Budget FY 15	Amended Budget FY 15	Actual thru March FY 15	Request FY16	Comments
962.000 CONTINGENCIES	2,488	1,060	2,000	2,000	-	-	Moved to operating supplies.
971.000 LAND ACQUISITION	(83)	-	-	-	-	-	
974.006 CONSTRUCTION	6,214	18,608	2,000	2,000	1,414	12,000	\$10,000 added for well project.
997.101 INDIRECT COST CHARGES	4,612	3,583	4,100	4,100	4,100	5,425	
<b>Total Expenditures</b>	<b>42,233</b>	<b>106,497</b>	<b>37,000</b>	<b>37,000</b>	<b>45,597</b>	<b>65,525</b>	
<b>Revenues less Expenditures</b>	<b>10,216</b>	<b>(51,247)</b>	<b>20,830</b>	<b>20,830</b>	<b>48,541</b>	<b>(3,995)</b>	
Estimated Working Capital 6/30/15						170,000	
Estimated Working Capital 6/30/16						166,005	
<b>notes:</b>							
1. Based on current occupancy. 20.5 hangars at \$200. 6 vacant hangars at this time							
2. Rents are based on \$5.71 per square foot, rounded to the nearest dollar with a 5 year inflation renewal.							



TO: Abrams Municipal Airport Board of Directors

FROM: Amee King, Assistant City Administrator and Assistant Airport Manager

DATE: July 10, 2015

RE: T-Hangar Update

Hangar 1	Up to date
Hangar 2	Up to date
Hangar 3	<b><i>Vacant</i></b>
Hangar 4	Up to date (late fees due for 2 months)
Hangar 5	<b><i>Vacant</i></b>
Hangar 6	<b><i>Vacant</i></b>
Hangar 7	Up to date
Hangar 8	Up to date
Hangar 9	Up to date
Hangar 10	Up to date
Hangar 11	<b><i>Vacant</i></b>
Hangar 12	<b><i>Vacant</i></b>
Hangar 13	<b><i>Vacant</i></b>
Hangar 14	Up to date
Hangar 15	Up to date
Hangar 16	Up to date
Hangar 17	Up to date
Hangar 18	Up to date
Hangar 19	Up to date
Hangar 20 + storage	Up to date – will be <b><i>vacant</i></b> as of 8/1/15
Hangar 21	Up to date

# Johnson Well Drilling

Johnson Well Drilling  
 9600 Looking Glass Rd  
 Portland, Mi, MI 48875

(517)627-5052  
 johnsonwelldrilling@yahoo.com

## Estimate

Date	Estimate #
07/06/2015	1078
Exp. Date	

Address
City of Grand Ledge 310 Greenwood St Grand Ledge, MI 48837-1651 United States

Date	Activity	Quantity	Rate	Amount
07/06/2015	Air Port Hanger off of Eaton Hwy			
07/06/2015	5" PVC Rock Well	140	12.00	1,680.00
07/06/2015	Pressure Grouting	1	450.00	450.00
07/06/2015	1/2 Hp Pump Package, Switch, Gauge, Ball Vavle, U/G buried tank 20 Gal Tank, at the well Wells Switch ,5inch Wells Pittless and fittings, 1 1/4 " Pittless	1	1,800.00	1,800.00
07/06/2015	Extra Trench 1 1/4" Poly ,digger and Labor	300	3.00	900.00
07/06/2015	Hydrants	3	785.00	2,355.00
07/06/2015	1 Hp 20 gal per min with a 86Gal U/G Tank add <u>700.00</u> to price			
<b>Total</b>				<b>\$7,185.00</b>

Accepted By \_\_\_\_\_

Accepted Date \_\_\_\_\_

**CITY OF GRAND LEDGE ABRAMS AIRPORT  
T-HANGAR LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "Lease" or this "Agreement"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **THE CITY OF GRAND LEDGE**, a Michigan Home Rule City with principal offices at 310 Greenwood St., Grand Ledge, Michigan 48837 (hereinafter, the "Lessor") and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter, the "Lessee").

**WITNESSETH:**

WHEREAS, Lessee desires to lease an aircraft hangar owned by the Lessor at the Abrams Airport for the purpose of storing aircraft and related items, subject to the terms and conditions contained in this Lease; and

WHEREAS, Lessor is willing and has authority to lease said premises, and grant certain rights, licenses and privileges with respect thereto to Lessee;

NOW THEREFORE, for and in consideration of the rents, covenants and agreements herein contained, Lessor and Lessee agree as follows:

1. **Premises.** The Lessor hereby agrees to lease to the Lessee the T-Hangar identified as Unit \_\_\_\_\_, situated on the Abrams Airport located in the City of Grand Ledge, County of Clinton, State of Michigan (the "Premises" or the "Leased Premises"). Lessee(s) and Lessee's invitees shall have free use of a right-of-way for ingress and egress of aircraft and personal vehicles to the Leased Premises. The location of such right-of-way shall be determined and designated by Lessor.

2. **Rental.**

A. **Rate and Late Fees.** As consideration for the interest granted herein and for the authorization to Lessee for aircraft operations and permitted uses, Lessee shall pay to Lessor as rent the sum of twenty-four hundred dollars and 00/100 dollars(\$2,400.00) per year, payable monthly at the rate of two hundred dollars and 00/100 dollars (\$200.00) on the first day of the month, in advance. In the event this Lease shall commence other than on the first day of a month, the first monthly payment shall be prorated based on a thirty (30) day/month calculation, and shall be due and payable upon the execution of this Lease. In the event that rent is not paid when due, a late fee of twenty-five dollars and 00/100 dollars (\$25.00) per month due on the sixth day of the month for each month of arrearage shall accrue until paid. All payments shall be applied first to late fees, then to arrearages, then to current payments due.

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Field Code Changed

B. **Rate Increases.** Rent may be increased by the Lessor upon not less than sixty (60) days advance notice to the Lessee.

C. **Security Deposit.** Lessee shall deposit three hundred dollars and 00/100 dollars (\$300.00) as security against damage or non-payment of rent upon the execution hereof. Upon termination of the tenancy, the security deposit shall be returned to Lessee, less any cost of repair to the premises and unpaid rent.

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3. **Term and Termination.** Lessee's tenancy in this Lease is a year-to-year tenancy which, as to the first year of the lease, shall terminate at midnight June 30. If not terminated, each lease shall automatically renew on the first day of July. Either party may terminate this Agreement at any time upon thirty (30) days advance written notice.

4. **Lessee's Duties Upon Lease Termination.** Upon termination of this Lease, Lessee shall:

- A. Remove all of Lessee's property from the T-Hangar;
- B. Leave the Premises in broom-clean condition, free of all debris and trash.

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Upon Lessee's failure to remove Lessee's property or in the event the T-Hangar is not clean and free of debris and trash, Lessor may remove all such items and Lessee shall be liable to Lessor for all costs incurred by Lessor, including, but not limited to, disposal, labor and storage, and Lessee's security deposit may be utilized by Lessor for reimbursement of said costs.

5. **Use of Leased Premises.** The Leased Premises shall be used by Lessee for the purpose of housing and storage of aircraft owned by Lessee and the storage of related equipment. Storage of other items may be permitted within the fully enclosed hangar structure; however, such storage is deemed to be ancillary and will not be permitted as the hangar's primary use. No portion of the Leased Premises shall be used for a purpose which, in the opinion of Lessor, may interfere with the proper use of the airport by others or which constitutes a nuisance or which violates written rules, regulations and policies of the Lessor or other competent authority or agency having jurisdiction. A violation of this section by Lessee shall be considered a default of the conditions of the Lease by Lessee and may, in Lessor's sole discretion, result in termination of this Lease.

6. **Improvements to Leased Premises.** Lessee shall make no improvements to the Leased Premises except upon the prior written approval of the Lessor. Such approval may be conditioned upon amendment to this Lease, as Lessor shall, in its sole discretion, deem appropriate.

7. **Conditions of Use.** Lessee's use of the Leased Premises and the Abrams Airport Facility shall be and is conditioned upon adherence to the following requirements:

A. No signs or advertising matter shall be painted, posted or displayed upon any portion of the Leased Premises without prior written consent of the Lessor.

B. Lessee shall not engage in any unlawful use of the Leased Premises nor permit any such unlawful use thereof.

C. Lessee shall observe all federal, state and local laws, including the rules and regulations of the federal and state aeronautic authorities, the City of Grand Ledge, and Abrams Airport (a copy of which is attached and incorporated herein by reference).

D. The operations of the Lessee, Lessee's agents and invitees shall be conducted in an orderly and proper manner consistent with applicable rules, ordinances and laws, and so as not to annoy, disturb or be offensive to others at Abrams Airport.

E. All rules and regulations of the State Fire Marshal shall be complied with by the Lessee in the conduct of its use and occupancy of the Leased Premises. Lessee shall not create an environmental condition on or in the Leased Premises or Abrams Airport, which, under applicable federal and/or state law, would require remediation.

**Deleted:** upon the real property subject to this Agreement

F. Lessee shall comply with all applicable laws and regulations related to air quality, water quality, waste disposal or management, hazardous or toxic substances, and the protection of health and the environment.

G. Lessee shall pay when due all real and personal property taxes, assessments, license fees or other charges levied or assessed in connection with the Lessee's property, if any, during the term of this Lease or any renewal thereof.

H. Lessee agrees at all times to keep the Leased Premises in a neat, clean and orderly condition, free of weeds, rubbish or any unsightly accumulation of any nature whatsoever.

I. Lessee shall be responsible for hangar apron maintenance, including snow removal.

J. The Leased Premises shall not be used for any outside storage whatsoever.

8. Utilities. The parties acknowledge that the Leased Premises is only serviced by electric and gas service. The Lessor will pay for all reasonable electric and gas used to service the Premises during the term of this Lease. The Lessee shall be responsible for any telephone and internet service or any other utility service added to the Premises by the Lessee.

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9. Inspection of Premises.

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Lessor, or its designated representative, shall have the right to enter upon the Leased Premises at a reasonable time for the purpose of inspection of any portion thereof. Except under emergency circumstances, Lessor agrees to contact Lessee in advance and arrange a time to inspect the premises. Lessee will provide to the Airport Manager a list of names and telephone numbers of persons to contact in case of an emergency and will update the list annually or upon the change of any name or telephone number.

10. Security. Lessee shall comply with and abide by all rules, regulations, practices and other requirements adopted by Lessor to maintain, enhance or protect the security and safety of Abrams Airport, its users and tenants.

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11. Assignments and Subletting. Assignment of this Lease by Lessee and subletting of the Lease Premises by Lessee are prohibited. 12. Breach of Lease. In the event of a breach by Lessee in the payment of rent when due to the Lessor or other breach of any covenant or

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condition to be kept, observed, and performed by the Lessee, and such breach continues for a period of ten (10) days after the Lessor gives the Lessee notice of the breach, then the Lessor may terminate this Lease and pursue all legal and equitable remedies against the Lessee. In the event of a breach, the Lessee shall pay the Lessor's costs, including without limitation the Lessor's actual attorneys' fees and other costs incurred as a result of the Lessee's breach.

13. **Insurance; Risk of Loss.** Lessee may, at Lessee's sole expense, acquire such fire and casualty loss insurance covering the Lessee's property as Lessee deems appropriate. Risk of loss or damage to Lessee's property is Lessee's sole responsibility, and Lessor shall have no liability for such loss and damage whatsoever. Lessee shall maintain a policy or policies of comprehensive broad form general liability insurance with respect to the Leased Premises in the amount of five hundred thousand and 00/100 dollars (\$500,000.00) single and one million and 00/100 dollars (\$1,000,000.00) aggregate, with the premium thereupon fully paid on or before the due date. The Lessor should be listed as an additional insured on the Lessee's policy or policies of comprehensive general liability insurance and Lessee shall provide Lessor with current certificates of insurance evidencing the Lessee's compliance. The policy or policies of comprehensive general liability insurance shall contain language which provides that the Lessor shall be notified, in writing, at least thirty (30) days prior to the cancellation of the policy or policies. In the event of cancellation of coverage, the Lessor may obtain a policy or policies of comprehensive general liability insurance, the premium(s) of which shall be considered rent under this Agreement, and the Lessee shall reimburse the Lessor within thirty (30) days from receipt of an invoice for the premium(s).

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14. **Prohibited Activity.** In addition to conduct prohibited by the Rules and

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Regulations and by law, the following storage uses and activities are also precluded:

A. Boats, lawn mowers, tractors, snowmobiles, trailers, and all other personal property;

B. Flammable volatile liquids, gases, signal flares, fuels, lubrication or waste oil, acids, paint, and solvents shall not be stored in the T-Hangar;

C. All wastes, rags, paper and rubbish shall be removed by Lessee daily;

D. No fuel, oil, dopes, paints, solvents or acids shall be disposed of or dumped on the ramp areas, catch basins, ditches, trash receptacles, or elsewhere on Airport by Lessee;

E. No refueling of aircraft shall occur in the T-Hangar. Aircraft to be fueled must be moved out of the Hangar by Lessee. The aircraft must be a minimum of ten (10) feet from the building during refueling.

F. No smoking, doping, painting, fabric repairs, washing of aircraft or stored equipment, maintenance or repairs to aircraft or stored equipment is permitted in the T-Hangar. The following cleaning and maintenance activities only are exceptions to the general blanket maintenance and repair prohibition: waxing aircraft, cleaning windows, vacuuming, removal and installation seats and upholstery, radio removal and installation, spark plug removal, inspection and replacement, lights and other non-structural, FAA-approved owner allowed maintenance not involving grease, oil or fluids.

15. **Lessee's Covenants.** Lessee covenants and agrees that at all times during the term

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of this Lease:

A. To keep the T-Hangar free of all debris and the floor swept. Disposal of waste shall be off the Airport.

B. To provide a drip pan for engines. Pans will be kept clean. The Lessee shall dispose of oil off Airport property at an approved disposal facility.

C. To remove snow and ice in front of the T-Hangar and passenger doors. Salt may not be used. Urea fertilizer is the only allowed ice melter. No ice melters or any corrosive material or substance may be used in the T-Hangar.

D. To report hangar maintenance needs to Lessor.

E. To provide an Underwriter Laboratory approved fire extinguisher for use in the T-Hangar.

F. To keep the T-Hangar door closed at all times other than when the aircraft is being moved into or out of the T-Hangar, or when the Lessee is in attendance.

G. To comply with all rules and regulations now in effect or which may be promulgated by Lessor in the future. During the Term of this Lease, the Lessor reserves the right to make rules and regulations that, in the Lessor's sole discretion, are necessary or desirable for the safety, care, appearance, and cleanliness of the Leased Premises.

**16. Compliance with State and Federal Agreements.**

A. This Agreement shall be subordinate to the provisions of any existing or future Agreement between Lessor and the United States or the State of Michigan relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal fund for the development of the Airport.

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B. Lessee hereby grants the right to Lessor to, and Lessor hereby reserves the right to, subordinate this Lease at all times to any and all present and future obligations of Lessor arising from any government grants or loans. Lessee also covenants and agrees to execute and deliver upon demand such further instrument or instruments as may be required to carry out the intent of this paragraph, and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver any such instrument or instruments for and in the name of Lessee. Lessor shall notify Lessee in writing of any such obligations and instruments.

C. Lessor may assign this Lease to its successor in interest.

17. **Non-Limitation of Lessor's Rights.** Nothing in this Lease limits the right of the Lessor to further develop the Airport and to lease the same for any lawful purpose or to provide or discontinue services it deems necessary or desirable in its sole and absolute discretion, regardless of the Lessee's wishes.

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18. **Indemnification.** Lessee shall indemnify and hold Lessor free and harmless from any and all liability, claims, loss, damage or expenses, including actual attorney fees, witness fees or other costs arising by reason of any death, injury or property damage sustained by any person including Lessee, or any agent or employee of Lessee, where such death, injury or property damage is caused or allegedly caused by any negligent or intentional act of Lessee, its agents or employees, or any guest, licensee or invitee of Lessee, or by Lessee's failure to perform any covenant, term, condition or act required by this Agreement.

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19. **Peaceful Occupancy.** Lessor does covenant that Lessee, upon payment of the aforesaid installments and performing all the covenants herein, shall and may peacefully and quietly have, hold and enjoy the said Leased Premises for the term of this Agreement.

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20. Agreement in its Entirety. This Lease constitutes the entire agreement by and between the parties, and all prior agreements, oral or written, shall be merged and made a part hereof. No modifications or amendments of this Lease shall be valid unless they are in writing and signed by the duly authorized representatives of both the Lessor and the Lessee. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Michigan.

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21. Mutual Draftsmanship. This Lease will be construed for all purposes as having been drafted jointly by the parties hereto.

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22. No Waiver of Defenses. By entering into this Lease, the Lessor is not waiving any defenses, including the defense of governmental immunity.

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23. No Third Party Rights. Nothing in this Lease shall provide any rights to any third party who is not a party to this Lease.

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24. Non-Waiver. Failure of Lessor to insist on strict performance of any term or conditions of this Lease shall not constitute a waiver of Lessor's right to later enforce such term of condition.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

**IN THE PRESENCE OF:**

**LESSOR:**

**THE CITY OF GRAND LEDGE,  
a Michigan home rule city**

**Deleted: LESSOR,**

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

**Adam R. Smith**

Its: **City Administrator**

**LESSEE:**

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

Its: \_\_\_\_\_

**Deleted: Instrument Prepared By:¶  
J. Richard Robinson, Esq. (P19524)¶  
Shane Bolley (P65338)¶  
J. RICHARD ROBINSON, P.C.¶  
2169 Jolly Road, Suite 1¶  
Okemos, Michigan 48864**