The City of Grand Ledge

Kalmin D. Smith – Mayor | Adam R. Smith – City Administrator

City Hall • 310 Greenwood St. • Grand Ledge MI 48837
Ph: 517.627.2149 • Fax: 517.627.9796 • www.grand-ledge.com

ABRAMS MUNICIPAL AIRPORT ADVISORY COMMISSION

OCTOBER 6, 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 July 14, 2015

IV. PUBLIC COMMENT

V. STAFF REPORTS
- A. Financial Report
- B. T-Hangar Report

VI. OLD BUSINESS
- A. Airport Layout Plan Update
- B. Pending Projects
  1. Crack filling
  2. Well project
  3. Tree Removal at Beviers
- C. T-Hangar Lease

VII. NEW BUSINESS
- A. Airport Capital Improvement Plan (ACIP) Update

VIII. COMMISSION COMMENTS

IX. ADJOURNMENT

The City of Grand Ledge

Kalmin D. Smith – Mayor | Adam R. Smith – City Administrator

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ABRAMS MUNICIPAL AIRPORT ADVISORY COMMISSION
JULY 14, 2015 – 6:30 PM
ABRAMS MUNICIPAL AIRPORT
16815 WRIGHT RD.
Minutes

I. CALL TO ORDER/TAKING OF ROLL/PLEDGE OF ALLEGIANCE – The meeting was called to order at 7:12 p.m. Those in attendance were Dave Powers, Peter Manina, Cana Garrison, Helen Hagg, Dan Harris, and Mark Wilkins. Others present were Assistant City Administrator Amee King and Stephanie Ward with Mead & Hunt

II. APPROVAL OF AGENDA – Mr. Harris made a motion to add an item New Business A. Airport Capital Improvement Plan. Mr. Wilkins supported the motion. Motion passed 6 to 0. Ms. Hagg made a motion to approve the agenda as amended. Mr. Harris supported the motion. Motion passed 6 to 0.

III. COMMISSION MINUTES

A. Approval of the regular minutes for March 3, 2015 – Ms. Garrison made a motion to approve the minutes for March 3, 2015 as presented. Mr. Manina supported the motion. Motion carried 6 to 0.

IV. PUBLIC COMMENT - None

V. STAFF REPORTS

A. Financial Report – Ms. King reviewed the financial reports. Mr. Manina made a motion to accept the financial reports. Ms. Hagg supported the motion. Motion carried 6 to 0.

B. T-Hangar Report – Ms. King reviewed the T-hangar report. At this time we have 6 vacancies. Staff is currently working on a flyer to be mailed to increase occupancy, which will be shared with the board when complete.

VI. OLD BUSINESS

A. Airport Layout Plan Update – Ms. Ward from Mead & Hunt updated the board on the airport layout plan. The survey is complete. The title work cleared up an issue on the north end. There is one parcel that has a 2 deeds. The aerial photography is complete. The line work should be completed within 30 days. The draft report will then take an additional 30 days. Ms. King mentioned that staff were informed of an issue with the survey. There was a mile marker pin that was re-monumented. This in turn caused two areas to be slightly different. Eng staff members (surveyors) and City staff members have been working on a resolution. Ms. King will update the board when it is resolved.

B. Well Project Update – There was interest from one of the box hangar owners to place a well onto his leased property. The board asked staff to compile information on putting a well in. Staff obtained a quote from Johnson Well drilling in the amount of $7,885. This would be a 5 inch well with a 1 hp motor to be located at the southernmost end of the T-hangar building. The pump and pressure tank would be housed inside an underground it located adjacent to the well and would be protected from freezing during the winter. There would be three frost free yard hydrants installed along the water line located at the north end, mid-point and south end of the pipe. It would be possible to extend water services to each of the box hangars by directional boring water lines under the roadway at an additional cost. Ms. King reported that she had contacted three neighboring airports with two of

them allowing their box hanger/property leasers to drill their own wells at their own cost. The board was in consensus to have staff continue research. Staff will bring back additional information to the board at the next meeting.

C. T-Hangar Lease – The board reviewed the lease and made a few suggestions. Mr. Manina made a motion to request the attorney review and make suggestions based on our recommendations and concerns. Ms. Hagg supported the motion. Motion passed 6 to 0. Ms. King will provide the attorney the suggested changes.

VII. NEW BUSINESS

A. Airport Capital Improvement Plan – Ms. Ward reviewed the project list:

2015:	Carryover Funds
2016:	Carryover Funds
2017:	Design – Runway 9/27 Rehab
	Design – Runway 9/27 Lighting and PAPI Installation
2018:	Construct – Runway 9/27 Rehab
	Construct – Runway 9/27 Lighting and PAPI Installation
2019:	Design – Rehab Parallel Taxiway
	Design – Rehab Apron
2020:	Construct – Rehab Parallel Taxiway
	Construct – Rehab Apron

The board was in consensus to move forward with the list of projects as is. MAP meetings are being scheduled and will begin August 19th.

VIII. COMMISSION COMMENTS – Ms. Garrison indicated that in the past a new terminal building was discussed. Is that something we could add to the Capital Improvement Plan? Ms. Ward indicated that the runway will be a priority but could be added after that is complete.

IX. ADJOURNMENT – Mr. Manina made a motion to adjourn the meeting at 8:27 p.m. Mr. Wilkins supported the motion. Motion carried 6 to 0.

Minutes compiled by Amee King, Assistant City Administrator.

City of Grand Ledge

For the Period: 7/1/2015 to 9/30/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 295 - AIRPORT FUND							
Revenues							
Dept: 170.270 AIRPORT							
665.001 INTEREST	200.00	200.00	72.54	0.00	0.00	127.46	36.3
667.002 AGRICULTURAL RENT	4,830.00	4,830.00	0.00	0.00	0.00	4,830.00	0.0
667.003 NATIONAL GUARD RENT	19,000.00	19,000.00	0.00	0.00	0.00	19,000.00	0.0
667.007 FBO - LEASE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
667.010 HANGAR RENTS	34,000.00	34,000.00	8,100.00	2,600.00	0.00	25,900.00	23.8
667.012 HANGAR LAND LEASES	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
AIRPORT	61,530.00	61,530.00	8,172.54	2,600.00	0.00	53,357.46	13.3
Revenues	61,530.00	61,530.00	8,172.54	2,600.00	0.00	53,357.46	13.3
Expenditures							
Dept: 170.270 AIRPORT							
741.000 OPERATING SUPPLIES	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
811.000 CONTRACTUAL	8,500.00	8,500.00	7,732.00	7,654.00	0.00	768.00	91.0
840.000 INSURANCE	8,700.00	8,700.00	3,660.05	0.00	0.00	5,039.95	42.1
853.000 TELEPHONE/INTERNET	1,000.00	1,000.00	41.28	0.00	0.00	958.72	4.1
900.000 PRINTING/PUBLISHING	400.00	400.00	0.00	0.00	0.00	400.00	0.0
921.000 UTILITIES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
931.000 BUILDING MAINTENANCE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
935.000 RUNWAY/GROUNDS MAINTENANCE	20,000.00	20,000.00	11,322.21	8,264.24	0.00	8,677.79	56.6
940.000 EQUIPMENT RENTAL	500.00	500.00	0.00	0.00	0.00	500.00	0.0
974.006 CONSTRUCTION	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.0
997.101 INDIRECT COST CHARGES	5,425.00	5,425.00	5,425.00	5,425.00	0.00	0.00	100.0
AIRPORT	65,525.00	65,525.00	28,180.54	21,343.24	0.00	37,344.46	43.0
Expenditures	65,525.00	65,525.00	28,180.54	21,343.24	0.00	37,344.46	43.0
Grand Total Net	-3,995.00	-3,995.00	-20,008.00	-18,743.24	0.00	16,013.00	

BALANCE SHEET

City of Grand Ledge

As of: 9/30/2015

		Balances
Fund: 295 - AIRPORT FUND		
Assets		
001.000	CASH	140,992.74
040.000	ACCOUNTS RECEIVABLE	4,750.00
	Total Assets	145,742.74
Liabilities		
255.001	DEPOSITS PAYABLE	4,650.00
	Total Liabilities	4,650.00
Reserves/Balances		
390.000	FUND BALANCE	161,100.74
398.000	CHANGES IN FUND BALANCE	-20,008.00
	Total Reserves/Balances	141,092.74
	Total Liabilities & Balances	145,742.74

Asphalt
RESTORATION, INC.

High Performance Asphalt Maintenance

7968 West G Avenue
Kalamazoo, MI 49009
Office: 269.353.3996
Fax: 269.375.0722

Proposal

Date	Proposal #
9/29/2015	202

City of Grand Ledge
310 Greenwood St.
Grand Ledge, MI 48837

Terms	Estimator
Net 30 Days	Mike

Item	Description	Total
Band Crackfilling	Grand Air Aviation Cracks to be repaired will be blown clean and filled using a hot rubber sealant. The sealant will be heated and applied in accordance with all requirements of the Michigan Department of Transportation 2012 Standard Specifications for Construction. Taxiway 8,975# $ 11,577.75 Runway 10,552# $ 13,612.08 NOTE: you do not have to do both to receive pricing above	25,189.83

We reserve the right to withdraw proposal if not accepted within 30 days. Acceptance of Proposal: The prices and specifications are accepted. Payment to be made as specified unless otherwise arranged. A 1-1/2% late fee will be charged to all accounts past due.

Total $25,189.83

Signature _____

The City of Grand Ledge

Kalmin D. Smith – Mayor | Adam R. Smith – City Administrator

Public Service • 310 Greenwood St. • Grand Ledge MI 48837

Ph: 517.627.2144 • Fax: 517.622.3684 • www.grand-ledge.com

Date: ~~July 13, 2015~~ updated 10-2-15

To: Ms. Amee King, Asst. City Administrator/Asst. Airport Manager

From: Larry LaHaie, Public Service Director

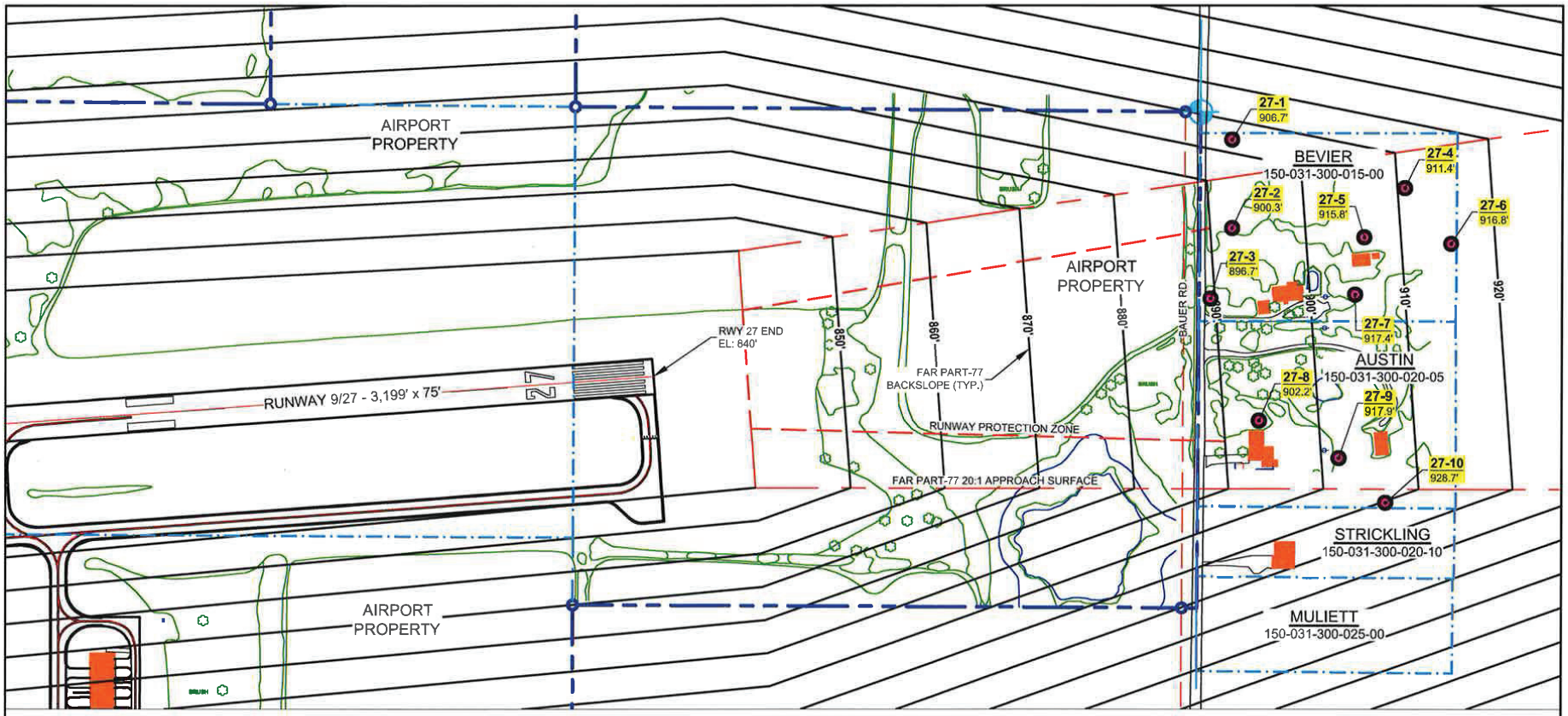
RE: Airport well installation quote.

The attached quotation from Johnson Well Drilling of Portland, MI in the amount of $7,185.00 is for the drilling of a five-inch well and installation of a ½-hp well pump at Abrams Municipal Airport. The well would be located at the southwest corner of the southernmost T-hanger building on Hanger Way, between the storage unit and the paved roadway. The pump would be supplied with power from the electrical service located inside the storage room. The pump and pressure tank would be housed inside an underground pit located adjacent to the well and would be protected from freezing during the winter. The system would provide up to 50 gallons per minute of year-round water service.

Also included in the quotation is 300 linear feet of 1½" diameter polyvinyl piping which would extend from the well pump south to a termination point on the opposite side of the east/west roadway from the Winstanley hanger. Three frost-free yard hydrants would be installed along the water line and would be located at the north-end, mid-point, and south-end of the pipe. It would be possible to extend water services to each of the box hangers by directional boring water lines under the roadway, but it would be at an additional cost.

An optional 1-hp well pump is quoted for an additional cost of $700.00. I would recommend that the larger pump be installed if the water line is expected to be extended in the future.

Directional bore for 200 feet would be an additional $2,500.



GENERAL NOTES

1. AIRPORT PROPERTY DATA PROVIDED BY **ENG. ENGINEERING & SURVEYING** (AUGUST 2015). PARCELS DRAWN ACCORDING TO PARCEL DESCRIPTIONS ACQUIRED FROM THE ONLINE CLINTON COUNTY GIS PORTAL. IT IS RECOMMENDED THAT A BOUNDARY SURVEY BE PERFORMED BEFORE CLEARING ANY OBSTRUCTIONS.
2. OBSTRUCTION DATA PROVIDED BY QUANTUM SPATIAL (AUGUST 2015).
3. TREE OBSTRUCTION HEIGHT IS SHOWN AT "ABOVE MEAN SEA LEVEL" (AMSL).

LEGEND			
	BUILDING		FAR PART-77 APPROACH SURFACE
	TREE, VEGETATION, ETC.		RUNWAY PROTECTION ZONE
	ROAD		AIRPORT PROPERTY LINE
	ROAD RIGHT-OF-WAY (R.O.W.)		PROPERTY PARCEL
	RUNWAY, TAXIWAY, PARKING		SECTION LINE
	RUNWAY MARKING		TREE OBSTRUCTION

1 INCH = 200 FEET
0 200 400

ABRAMS MUNICIPAL AIRPORT
GRAND LEDGE, MI
9/14/15 | PAGE 1 of 1

RUNWAY 27 APPROACH SURFACE
OBJECTS IN THE APPROACH SURFACE

Mead & Hunt
2605 PORT LANSING ROAD
LANSING, MI 48906
PHONE: 517-321-8334
MEADHUNT.COM

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 ~~no cents~~ 00/100 dollars($2,400.00) per year, payable monthly at the rate of two hundred dollars and ~~no cents~~ 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 ~~no cents~~ 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.

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 ~~no cents~~ 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.

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 ~~p~~Premises in broom-clean condition, free of all debris and trash.

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 ~~upon the real property subject to this Agreement~~ on or in the Leased Premises or Abrams Airport, which, under applicable federal and/or state law, would require remediation.

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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~~8~~9. **Inspection of Premises.**

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.

~~9~~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.

10~~9~~1. **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 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.

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11~~3~~. **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).

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

135. **Lessee's Covenants.** Lessee covenants and agrees that at all times during the term 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, provided seven (7) days written notice.

146. **Compliance ~~W~~with State ~~or~~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.

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.

15~~7~~. **Non-Limitation ~~O~~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.

16~~8~~. **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.

~~17~~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.

~~18~~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.

2~~3~~1. **Mutual Draftsmanship.** This Lease will be construed for all purposes as having been drafted jointly by the parties hereto.

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,
~~**LESSOR,**~~**a Michigan home rule city**

_____ By: _____
Adam R. Smith
Its: City Administrator

LESSEE:

_____ By: _____

Its: _____

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

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MICHIGAN STATE BLOCK GRANT PROGRAM
AIRPORT CAPITAL IMPROVEMENT PROGRAM (ACIP)

Airport Name:	Abrams Muni	Date Prepared:	10/02/2015
Associated City:	Grand Ledge	Sponsor Name:	City of Grand Ledge
Airport Identifier:	4D0	Sponsor Email:	Aking@grand-ledge.com
FINAL ACIP Due:	10/23/2015		

	Dev. Year	Project Description	Shown On ALP	ACIP Code	NPIAS Priority Rating	Entitlement	Discretionary	Apportionment	State	Local	Total	Project Description (Long)
	2017	Rehab Runway 9/27 Design	Yes	RERWIM	68	$54,000			$3,000	$3,000	$60,000	
	2017	Install Runway Lighting 9/27 and PAPI Design	Yes	STRWLI	47	$27,000			$1,500	$1,500	$30,000	Replacement PAPI is anticipated to be a 2-box as eligible under AIP.
*	2018	Rehab Runway 9/27 Construction	Yes	RERWIM	68	$564,790		$308,210	$48,500	$48,500	$970,000	
	2018	Install Runway Lighting 9/27 and PAPI Construction	Yes	STRWLI	47			$414,000	$23,000	$23,000	$460,000	Replacement PAPI is anticipated to be a 2-box as eligible under AIP.
	2019	Rehab Taxiway Parallel Design	Yes	RETWIM	64	$27,000			$1,500	$1,500	$30,000	
	2019	Rehabilitate Apron Design	Yes	REAPIM	58	$18,000			$1,000	$1,000	$20,000	
* *	2020	Rehab Taxiway Parallel Construction	Yes	RETWIM	64	$255,000		$213,000	$26,000	$26,000	$520,000	
	2020	Rehabilitate Apron Construction	Yes	REAPIM	58			$243,000	$13,500	$13,500	$270,000	

* 2019 Potential
* * 2021 Potential