



## **LOWELL AIRPORT BOARD**

WEDNESDAY, DECEMBER 9, 2015 AT 7:00 P.M.

LOWELL CITY AIRPORT

1. CALL TO ORDER; ROLL CALL
2. APPROVAL OF THE AGENDA
3. APPROVAL OF MINUTES OF PREVIOUS MEETING(S)
  - a. Minutes from November 11, 2015
4. FINANCIAL REPORT(S)
  - a. Financial Statement
  - b. Check Disbursement
5. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA
6. OLD BUSINESS
7. NEW BUSINESS
8. BOARDMEMBERS COMMENTS
9. AIRPORT MANAGER'S REPORT
  - a. Snow removal
  - b. Fuel purchases
  - c. Lease review
10. FBO REPORT – WILLIAMS AIR POWER
11. ADJOURNMENT

**MINUTES OF THE LOWELL AIRPORT BOARD**  
**WEDNESDAY, NOVEMBER 11, 2015 AT 7:00 PM**

1. **CALL TO ORDER; ROLL CALL**

The meeting was called to order at 7:00 p.m. by Chairman Grimm and the roll was called by Lori Gerard

Present: Jeff Altoft, Jim Myaard, Eric Nelson, Paul Nicholls, David Pasquale, Jeff Ostrander and Chairman Tom Grimm

Absent: None.

Also Present: Bob Bourgette, Greg Forbes, Bruce Whitman, Airport Manager Casey Brown and Lori Gerard

2. **APPROVAL OF THE AGENDA**

Grimm moved and Nelson seconded to approve the agenda as written. Motion carried.

3. **APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS**

Nelson moved and Myaard seconded to approve the minutes of October 14, 2015. Motion carried.  
Pasquale moved and Altoft seconded to approve the minutes of October 21, 2015. Motion carried.

4. **FINANCIAL REPORTS**

Myaard moved and

5. **CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA**

None.

6. **OLD BUSINESS**

The Addendum to Fixed Based Operation Agreement was reviewed. Brown noted that the snow removal was now responsibility of the airport.

Grimm commented that the Williams Air Power signage was removed from the road.

7. **NEW BUSINESS**

With the upcoming departure of Williams it was noted that a search must begin for a new FBO. Forbes noted that it would be preferable for the new FBO to have an AP and IA license. Altoft recommended a three year contract.

Grimm moved and Nelson seconded to approve the board to aggressively search for new Fixed Base Operation for the airport. Motion carried.

8. **BOARDMEMBERS COMMENTS.**

None.

9. **AIRPORT MANAGER'S REPORT**

Brown presented bids from Woods Landscape Maintenance and Scenic Expressions for the snow removal at the airport.

Nelson moved and Myaard seconded to accept the bid of \$360 per push price for 2015/2016 winter from Woods Landscaping. Motion carried.

10. **FBO REPORT – WILLIAMS AIR POWER**

None.

It was moved by Grimm and seconded by Nelson to adjourn at 7:59 p.m.

**AIRPORT FUND  
FINANCIAL STATEMENT  
December 7, 2015**

BEGINNING CASH 7/1/15	\$25,707.04
TIE DOWN FEE	
HANGAR RENT AND DEPOSITS RECEIVED	\$13,580.00
HANGAR STORAGE FEES	
INTEREST	
MISC. INCOME	622.00 (fly in)
GAS TAX FEES	
TRANSFER IN FROM GENERAL FUND	
<b>TOTAL REVENUES TO DATE:</b>	<b>\$39,909.04</b>
 <b>EXPENDITURES TO DATE:</b>	
OPERATING SUPPLIES	\$1,473.52
PROFESSIONAL SERVICES/AUDIT FEES	\$4,000.00
INSURANCE	\$3,912.00
PUBLIC UTILITIES	\$382.88
REPAIR & MAINTENANCE	\$410.53
MISC. EXPENSE (PROPERTY TAXES VERGENNES TWP)	\$4,846.78
RENTALS	
PREPAID INSURANCE	
CAPITAL OUTLAY	\$1650.00
GENERAL FUND LOAN PAYMENT	
*EXPENSES TO LAST FISCAL	\$21.55
**PREPAID EXPENSE FOR INSURANCE.	
 <b>TOTAL EXPENSES:</b>	 <b>\$16,697.26</b>
<b>ENDING CASH: December 7, 2015</b>	<b>\$23,211.78</b>

CHECK DISBURSEMENT REPORT FOR CITY OF LOWELL  
 CHECK DATE FROM 11/10/2015 - 12/07/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 581 AIRPORT FUND							
11/10/2015	GEN	67020	WILLIAMS AIR POWER INC.	PROFESSIONAL SERVICES	801.000	000	2,000.00
11/12/2015	GEN	67027	CARDMEMBER SERVICE	OPERATING SUPPLIES	740.000	000	848.32
11/17/2015	GEN	67070	WILLIAMS AIR POWER INC.	PROFESSIONAL SERVICES	801.000	000	2,000.00
12/01/2015	GEN	67085	VERGENNES BROADBAND	MISCELLANEOUS EXPENSE	955.000	000	49.99
12/03/2015	GEN	67090	BOURGETTE, BOB	REPAIR & MAINTENANCE	930.000	000	20.21
12/03/2015	GEN	67095	CONSUMERS ENERGY	PUBLIC UTILITIES	920.000	000	22.62
				PUBLIC UTILITIES	920.000	000	38.32
				CHECK GEN 67095 TOTAL			<u>60.94</u>
Total for fund 581 AIRPORT FUND							4,979.46

## AIRPORT HANGAR STALL LEASE AGREEMENT

This Airport Hangar Stall Lease Agreement (the "Lease") is executed \_\_\_\_\_, between \_\_\_\_\_ as lessee (the "Lessee"), and the City of Lowell, a Michigan municipal corporation, as lessor (the "Lessor").

### THE PARTIES AGREE:

#### 1. Lease and Term.

A. **Leased Property.** The property being leased is a single stall, described as stall #\_\_\_\_\_, of the \_\_\_\_\_ stall hangar currently existing on Lessor's property at the City of Lowell Airport (the "Airport"), and identified by yellow highlight on attached Exhibit A (the "Leased Property").

B. **Term.** Lessor agrees to lease the Leased Property for one (1) year, commencing \_\_\_\_\_, and expiring \_\_\_\_\_.

#### 2. Charges.

A. **Rent.** Lessee will pay to Lessor rent of \_\_\_\_\_ Dollars (\$\_\_\_\_) on the first day of each month during the term of this lease. If the term of this lease commences on a day other than the first day of a month, then Lessee will pay only a proportionate amount of rent for such partial months. Lessee has this date given to Lessor the first and last months' rent, and Lessor acknowledges receipt thereof. Lessee acknowledges that this rental payment is not its sole monetary obligation under this Lease, but that Lessee must pay other costs, as provided below, incidental to its use of the Leased Property. The monthly rental set forth above includes the Tenant's pro rata share (based on the percent of the hangar's total square footage leased to the Tenant) of insurance premiums the City pays for maintaining a policy of liability insurance on the Leased Property. If such insurance premiums shall be increased or decreased during the term of this lease, the monthly rental shall be adjusted accordingly.

B. **Utilities.** Lessor will be responsible for all reasonable electrical charges incurred in Lessee's use of the Leased Property. Any other charges for other utilities, and all electrical charges incurred in Lessee's use of the Leased Property which exceed a reasonable amount, must be paid by Lessee as they are incurred.

C. **Property Taxes.** Lessee shall be responsible for all real or personal property taxes related to the Leased Property and any personal property Lessee has located on the Leased Property.

3. **Insurance.**

A. **Insurance.** Lessor will maintain policies of fire and extended coverage insurance on the Leased Property as it shall in its sole discretion determine. Such insurance, however, will insure only Lessor's interest to the Leased Property, and will not insure Lessee's interest in the Leased Property or any property of Lessee kept or maintained on the Leased Property. Lessee bears all risk of loss with respect to its property stored or maintained at the Leased Property. Further, if Lessee's negligence or misconduct causes or results in a fire or other casualty to the Leased Property, and, as a result thereof, the Lessor is obligated to pay a deductible amount under the insurance policies maintained by Lessor pursuant to this section, then Lessee will be obligated to reimburse Lessor for the amount of the deductible paid by Lessor.

B. **Indemnity.** Lessee agrees to save Lessor harmless from any and all liabilities, losses, damages, penalties, costs and expenses arising from any injury or death to any person or damage to any property in, on or about the Leased Property from any cause whatsoever. Lessor may, in its sole discretion, obtain liability insurance coverage, in such amounts as are customarily obtained to insure similar risks, covering the Leased Property and pass the cost of insurance premiums through to the Tenant as provided in Section 2.A hereof.

4. **Maintenance; Use.**

A. **Maintenance.** Lessee will keep the Leased Property in good condition and repair, and will deliver the same at the expiration of the term of this Lease in as good condition as when taken, reasonable use and wear thereof excepted. Lessee will maintain all portions of the Leased Property in a clean and orderly condition, free of rubbish, dirt, snow, ice and unlawful obstructions; provided, however, that Lessor will maintain the exterior of the hangar described in Section 1.A and Lessor will assure that snow is plowed around the Leased Property to assure access from the Leased Premises to the airport runways.

B. **Use.**

1. Lessee may use the Leased Property only for the storage of Lessee's aircraft and equipment and supplies related to the maintenance of Lessee's aircraft. For this purpose, aircraft includes hot-air balloons.
2. Lessee may not use the Leased Property for purposes of maintaining, repairing or storing any aircraft which is not owned or leased by Lessee.
3. Lessee acknowledges that the Leased Property is one of several aircraft stalls in the hangar described in Section 1.A, and that other tenants of Lessor will lease stalls adjacent to the Leased Property. Lessee further acknowledges that the wings of Lessee's aircraft may encroach on to the space of the stalls adjacent to the Leased Property, and that the wings of aircraft stored in adjacent stalls may encroach on to the Leased Property. Lessee consents to such encroachments and will exercise caution and care in respecting the rights of the tenants of adjacent stalls.

4. Lessee may not use or store any hazardous material, matter or substance which is not utilized in the operation of Lessee's aircraft on or near the Leased Property. Any hazardous material, matter or substance which Lessee utilizes in the operation of Lessee's aircraft must be stored in a safe manner, or in the manner which Lessor may prescribe.
5. Lessee may not broker, trade, sell, market, barter or vend any aircraft which is not owned by Lessee from the Leased Property.

C. **Assignment and Subletting.** Lessor may not assign any portion of its interest in this Lease, nor may Lessor sublet the Leased Property without the prior written approval of Lessor.

D. **Commercial Operations.** The Lessee hereby agrees that the fixed base operator(s) ("FBO") designated by the Lessor from time to time shall have the exclusive right to undertake all commercial operations at the Airport and the Lessee by entering into this Lease shall have no right to conduct commercial operations at the Airport.

5. **Default.** In the event of Lessee's default of any of its obligations hereunder, Lessor shall have, as its remedy, any remedy, in law or equity, available to it under Michigan law.

The parties do exercise this Agreement on the date set forth above.

**LESSOR:**

**THE CITY OF LOWELL,**  
a Michigan municipal corporation

By \_\_\_\_\_

Its City Manager

**LESSEE:**

By \_\_\_\_\_