MENOMINEE REGIONAL AIRPORT
2801 22nd Avenue
Menominee, MI 49858
906-863-8408

Note: Quorum of the Menominee County Board of Commissioners may be present. If you are an individual who needs special accommodations while attending the meeting, as required by the "Americans with Disabilities Act", please notify the Airport Manager's office at 906-863-8408 at least 6 hours prior to the meeting in order to make suitable arrangements. (TDD 800-649-3777)

Menominee Regional Airport Committee
Menominee County Courthouse – Court Room B
839 10th Avenue, Menominee, MI 49858 ~ 906-863-7779
Tuesday ~ June 18, 2019 ~ 4:00 PM

AGENDA

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Approval of the Agenda
E. Approval of Previous Minutes: April 16, 2019
F. Public Comment *(Statements, not debate, limited to 5 minutes per person on agenda items only)*
G. Presentations *(limited to twenty minutes)*: None
H. Business
   - Financial
     1. Month-End Budget Report Status
     2. Manager Report
        a. Fuel Sales
        b. Activity
   - Other Business
     1. David Olsen – Land Lease Agreement
     2. Skydiving Event – August 11, 2019
     3. Model Train Show Event – September 7, 2019
     4. ALP - Update
     4. M & M Aviation LLC – Update
     5. Barricades - Update

I. Public Comment *(Limited to 5 minutes)*
J. Commissioner Comment
K. Next meeting date ~ July 16th, 2019
L. Adjourn

Menominee Regional Airport Committee
Steve Gromala, Chair, Gerald Piche, William Cech
Menominee County Board of Commissioners
Gerald Piche, Chairman William Cech, Vice Chairman Steve Gromala Bernie Lang Larry Phelps Larry Schei
Dave Prestin Jan Hafeman Larry Johnson

Menominee Regional Airport Committee
Minutes of Meeting
April 16th, 2019

**********DRAFT**********

The Menominee Regional Airport Committee met on April 16th, 2019 at 4:00 PM at the Menominee County Courthouse, Courtroom B.

A. **Call Meeting to order:** Com. Gromala called the meeting to order at 4:00 PM

B. **Pledge of Allegiance**: Recited by all

C. **Roll Call**: Coms. Gromala, Piche and Cech. Also present were Jason Carviou, Jeff LaFleur and Doreen Averill

D. **Approval of Agenda:** Com. Piche made a motion to approve the agenda, seconded by Com. Cech ~ motion carried 3/0.

E. **Approval of Previous Minutes:** Com. Cech moved to approve the minutes from the March 19th, 2019 meeting, Com. Piche seconded ~ motion carried – 3/0

F. **Public Comment:** None

G. **Presentations:** None

H. **Business**

Financial

1) Month-End Budget Report Status – **Jason**: The budget is staying on target with the exception of those accounts previously discussed.

   Regarding the circuit board at the fuel farm, I've put a claim in with MMRMA regarding this and other electrics that suffered during that power outage/surge. We already received a check from them and approximately $1000.00 of that claim will be put back into the Airfield Maintenance Account. So, we will only be over the $500+ before the power surge.

2) Manager's Report ~
   a) Fuel Sales: **Jason**: Fuel sales have picked up a bit. We sold 689 gal. 100LL: totaling $3,480.00, and 699 gal. AvGas: totaling $3,355.00 for a grand total of $6,835.00 for the month of March.
   b) Activity: **Jeff:** It's starting to creep up a little bit. I think we're starting to turn the corner on activities now that the weather's improving. I had a pilot from Alpena tell me that our gas prices were about $.28/gal. cheaper than in Alpena. That's good to hear – we competitive with our pricing.

      Jason: The next ALP meeting with be moved towards the end of June. Both Stephanie and I will be out the end of May, so we've decided to push it back a month.

Other Business

1) Update ~ Civil Air Patrol Lease ~ **Jason**: I talked to the Commander last week. She said the attorney signed off on the lease and will now be submitted to CAP Headquarters. She's happy with everything provided in the lease and will send it to us once Headquarters signs it. It will then be brought to this Committee for recommendation to send to the CB for approval.

I. Public Comment: None

J. Commissioner Comment: Com. Cech: I just wanted to say that I'm glad the weather's is starting to warm up and look forward to the Model Plane & Train Show. **Com. Gromala**: That won't be until September, but I hear that there may be more forms of entertainment/activities that are aircraft related. **Jason**: I have submitted the final current plan to MDOT/AERO for approval. Let's hope that they don't change/add too much more where we'll have to resubmit to MDOT for approval. **Com. Piche**: I just want to take this time to thank Doreen for her continued hard work – taking on the Airport Committee's secretarial duties along with her work on the hangar leases. Not to mention putting up with all these guys! We wish you the best, and continued success at the Sheriff's Office. **Com. Gromala**: Yes, I feel the same – thank you, Doreen!

K. Next Meeting: May 21st, 2019

L. Adjourn: A motion to adjourn was made by Com. Cech, seconded by Com. Piche. Motion carried 3/0.

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/19 INCR (DECR)	YTD BALANCE 05/31/2019 NORM (ABNORM)	2018-19 AMENDED BUDGET	2018-19 ORIGINAL BUDGET	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 216 - MENOMINEE REGIONAL AIRPORT							
Revenues							
Dept 000							
216-000-633.00	LANDING FEES	900.00	5,390.00	7,500.00	7,500.00	2,110.00	71.87
216-000-633.01	RAMP/PARKING FEES	125.00	200.00	100.00	100.00	(100.00)	200.00
216-000-634.00	ENGINE PRE-HEAT	0.00	0.00	100.00	100.00	100.00	0.00
216-000-634.01	CARGO HANDLING FEE	0.00	0.00	500.00	500.00	500.00	0.00
216-000-634.02	AIRPORT DE-ICING	0.00	0.00	500.00	500.00	500.00	0.00
216-000-642.00	AVIATION FUEL/OIL - BUSINESS	2,895.00	15,233.37	60,000.00	60,000.00	44,766.63	25.39
216-000-642.01	AVIATION FUEL - CASH	0.00	0.00	250.00	250.00	250.00	0.00
216-000-642.02	AVIATION FUEL - CREDIT CARD	7,849.63	40,736.45	100,000.00	100,000.00	59,263.55	40.74
216-000-642.03	SODA MACHINE	0.00	0.00	100.00	100.00	100.00	0.00
216-000-642.04	Oil Sales - Credit Card	0.00	14.50	150.00	150.00	135.50	9.67
216-000-670.00	RENT/HANGER LEASE	1,622.21	22,319.67	35,000.00	35,000.00	12,680.33	63.77
216-000-670.01	RAMP/ TIE DOWN FEE	0.00	0.00	100.00	100.00	100.00	0.00
216-000-672.00	AFTER HOUR FEES	0.00	125.00	2,000.00	2,000.00	1,875.00	6.25
216-000-676.00	MISCELLANEOUS REVENUE	34.94	34.94	500.00	500.00	465.06	6.99
216-000-699.00	TRANSFERS/APPROPRIATION	0.00	65,544.75	87,393.00	87,393.00	21,848.25	75.00
216-000-699.01	COUNTY APPROPRIATION - CAPITAL IMPROVEM	0.00	37,500.00	50,000.00	50,000.00	12,500.00	75.00
216-000-699.04	TRANSFER IN FROM DESIGNATED	0.00	0.00	50,000.00	50,000.00	50,000.00	0.00
Total Dept 000 - NONE		13,426.78	187,098.68	394,193.00	394,193.00	207,094.32	47.46
TOTAL REVENUES		13,426.78	187,098.68	394,193.00	394,193.00	207,094.32	47.46
Expenditures							
Dept 585							
216-585-704.00	SALARIES	4,182.74	39,625.68	98,886.00	98,886.00	59,260.32	40.07
216-585-705.00	SALARIES - PART TIME	864.30	6,623.71	26,130.00	26,130.00	19,506.29	25.35
216-585-706.00	OVERTIME	198.15	4,151.18	3,000.00	3,000.00	(1,151.18)	138.37
216-585-707.00	LONGEVITY	0.00	1,000.00	1,000.00	1,000.00	0.00	100.00
216-585-712.00	HOSPITAL INSURANCE	1,670.84	12,514.82	34,716.00	34,716.00	22,201.18	36.05
216-585-713.00	LIFE INSURANCE	4.72	21.24	60.00	60.00	38.76	35.40
216-585-715.00	FICA-OASDI	284.52	2,467.55	7,275.00	7,275.00	4,807.45	33.92
216-585-715.01	FICA-MEDI	66.53	577.07	1,701.00	1,701.00	1,123.93	33.93
216-585-716.00	WORKMENS COMPENSATION	2,278.14	3,417.21	6,079.00	6,079.00	2,661.79	56.21
216-585-718.00	RETIREMENT	0.00	0.00	4,052.00	4,052.00	4,052.00	0.00
216-585-718.01	MERS UNFUNDED LIABILITY	496.00	3,987.00	5,952.00	5,952.00	1,965.00	66.99
216-585-727.00	OFFICE SUPPLIES	0.00	405.93	350.00	350.00	(55.93)	115.98
216-585-728.00	OFFICE EQUIPMENT	0.00	0.00	400.00	400.00	400.00	0.00
216-585-729.00	POSTAGE	1.65	79.95	250.00	250.00	170.05	31.98
216-585-729.01	MISCELLANEOUS PURCHASES	0.00	17.94	50.00	50.00	32.06	35.88
216-585-742.00	GAS, OIL ETC	186.84	662.32	3,000.00	3,000.00	2,337.68	22.08
216-585-743.00	AVIATION FUEL PURCHASES	35,671.64	35,671.64	85,000.00	85,000.00	49,328.36	41.97
216-585-743.01	CREDIT CARD PROCESSING FEES	221.00	1,233.68	3,000.00	3,000.00	1,766.32	41.12
216-585-744.00	EQUIPMENT FUEL PURCHASE	0.00	3,000.00	2,500.00	2,500.00	(500.00)	120.00
216-585-745.00	UNIFORMS	84.39	84.39	500.00	500.00	415.61	16.88
216-585-755.01	OTHER OPERATING - JANITORIAL	26.18	26.18	2,000.00	2,000.00	1,973.82	1.31
216-585-755.02	OTHER OPERATING - GENERAL	109.03	135.22	1,500.00	1,500.00	1,364.78	9.01
216-585-755.03	LICENSES/PERMITS	30.00	385.00	500.00	500.00	115.00	77.00
216-585-801.00	PROFESSIONAL/CONTRACTURAL SERVICES	74.93	520.06	2,500.00	2,500.00	1,979.94	20.80
216-585-831.00	LIABILITY INSURANCE	0.00	8,503.89	13,000.00	13,000.00	4,496.11	65.41
216-585-850.00	TELEPHONE/INTERNET	373.46	2,610.63	3,500.00	3,500.00	889.37	74.59
216-585-860.00	TRAVEL/CONFERENCES	150.80	150.80	520.00	520.00	369.20	29.00
216-585-901.00	ADVERTISING	72.00	72.00	500.00	500.00	428.00	14.40
216-585-920.00	NATURAL GAS/HEATING	350.81	4,170.87	5,000.00	5,000.00	829.13	83.42
216-585-920.01	WATER	0.00	272.33	550.00	550.00	277.67	49.51
216-585-920.02	SEWER	0.00	310.73	650.00	650.00	339.27	47.80

PERIOD ENDING 05/31/2019

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/19 INCR (DECR)	YTD BALANCE 05/31/2019 NORM (ABNORM)	2018-19 AMENDED BUDGET	2018-19 ORIGINAL BUDGET	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 216 - MENOMINEE REGIONAL AIRPORT							
Expenditures							
216-585-920.03	ELECTRIC	584.78	4,926.88	8,000.00	8,000.00	3,073.12	61.59
216-585-955.00	AIRPORT SALES TAX	1.36	2,906.33	6,500.00	6,500.00	3,593.67	44.71
216-585-970.00	CAPITAL OUTLAY	0.00	1,300.00	50,000.00	50,000.00	48,700.00	2.60
216-585-981.00	EQUIPMENT MAINTENANCE/PARTS	45.82	2,711.50	5,000.00	5,000.00	2,288.50	54.23
216-585-981.01	AIRFIELD MAINTENANCE/REPAIRS	210.00	3,192.98	1,500.00	1,500.00	(1,692.98)	212.87
216-585-981.02	BUILDING MAINTENANCE/REPAIRS	10.47	532.33	1,500.00	1,500.00	967.67	35.49
216-585-984.00	NEW/REPLACEMENT EQUIPMENT	0.00	45.02	1,500.00	1,500.00	1,454.98	3.00
216-585-990.00	AIRPORT LOAN - PRINCIPAL	0.00	0.00	5,312.00	5,312.00	5,312.00	0.00
216-585-990.01	AIRPORT LOAN - INTEREST	0.00	0.00	760.00	760.00	760.00	0.00
Total Dept 585 - AIRPORT EXPENDITURE		48,251.10	148,314.06	394,193.00	394,193.00	245,878.94	37.62
TOTAL EXPENDITURES		48,251.10	148,314.06	394,193.00	394,193.00	245,878.94	37.62
Fund 216 - MENOMINEE REGIONAL AIRPORT:							
TOTAL REVENUES		13,426.78	187,098.68	394,193.00	394,193.00	207,094.32	47.46
TOTAL EXPENDITURES		48,251.10	148,314.06	394,193.00	394,193.00	245,878.94	37.62
NET OF REVENUES & EXPENDITURES		(34,824.32)	38,784.62	0.00	0.00	(38,784.62)	100.00
BEG. FUND BALANCE			337,584.35	337,584.35	337,584.35		
END FUND BALANCE			376,368.97	337,584.35	337,584.35		

ESTIMATED FUEL REVENUE VS. ACTUAL FUEL REVENUE

5/31/2019

T1-100LL	FUEL SOLD	EST SALES COST	EST REVENUE	JET	FUEL SOLD	EST SALES COST	EST REVENUE	EST REVENUE
OCT	895	$ 5.05	$ 4,520	OCT	767	$ 4.80	$ 3,682	$ 8,201
NOV	254	$ 5.05	$ 1,283	NOV	360	$ 4.80	$ 1,728	$ 3,011
DEC	619	$ 5.05	$ 3,126	DEC	2834	$ 4.80	$ 13,603	$ 16,729
JAN	566	$ 5.05	$ 2,858	JAN	206	$ 4.80	$ 989	$ 3,847
FEB	367	$ 5.05	$ 1,853	FEB	348	$ 4.80	$ 1,670	$ 3,524
MAR	689	$ 5.05	$ 3,479	MAR	699	$ 4.80	$ 3,355	$ 6,835
APR	1316	$ 5.05	$ 6,646	APR	807	$ 4.80	$ 3,874	$ 10,519
MAY	1103	$ 5.05	$ 5,570	MAY	1752	$ 4.80	$ 8,410	$ 13,980
JUN		$ 5.05	$ -	JUN		$ 4.80	$ -	$ -
JUL		$ 5.05	$ -	JUL		$ 4.80	$ -	$ -
AUG		$ 5.05	$ -	AUG		$ 4.80	$ -	$ -
SEPT		$ 5.05	$ -	SEPT		$ 4.80	-	$ -

$	66,645.85	EST FUEL REVENUE BASED ON FUEL SOLD
$	(55,969.82)	REVENUE PER GL THROUGH 4/30/19
$	(188.35)	DEPOSIT IN TRANSIT
$	(7,893.00)	UNPAID INVOICES FOR CURRENT FY
$	2,594.68	

Estimated fuel revenue is based on gallons sold per fuel inventory times current average fuel selling price.
Actual fuel revenue is per GL.

Variance mostly occurred in December. Some Jet fuel was sold between $3.99-$4.25 per gallon.

Menominee Regional Airport

PRIVATE TENANT LAND LEASE

THIS AGREEMENT, made and entered into this 1st day of June, 2019, by and between MENOMINEE COUNTY, of Menominee, Michigan, a governmental entity existing by and under the authority of the laws of the State of Michigan, hereinafter referred to as the Lessor, and DAVID OLSEN, hereinafter referred to as the Lessee.

WHEREAS, Menominee County (Lessor) is the owner of the Menominee Regional Airport, and Lessor is desirous of leasing to Lessee certain premises located on the Airport property, together with the right to use and enjoy individually and in common with others the facilities referred to; and

WHEREAS, Lessee desires to lease the premises from Lessor; and

WHEREAS, the purpose of this lease is to provide Lessee with land space sufficient to construct or maintain a hangar facility, together with sufficient area surrounding such a facility for maintenance thereof, and for the parking of vehicles used to transport Lessee and guests to and from the hangar for the purpose of using, maintaining and constructing the aircraft stored in the hangar; and

NOW, THEREFORE, for and in consideration of the rents and covenants of this Lease, Lessee leases from the Lessor the following premises, rights and easements on and to the Airport on the following terms and conditions:

1. **Property Description.** Hangar # 25 (1,512 sq. feet)
   (See Airport Layout Map - Attachment A)

2. **Building Construction.** Lessee shall have the right to erect, maintain, and alter office and administration buildings, shops, radio antennae, and other improvements to the described premises, providing the structures conform to Michigan Building Code requirements and any local ordinance now or hereafter in effect. All plans for building or improvements shall be reviewed and approved in writing by the Lessor prior to construction. In the event of new construction on land not already occupied by a hangar, unless construction of a facility has been commenced within thirty (30) days from the date of this lease, this lease shall be considered void and of no effect.

3. **Term.** The term of this Lease shall be for a period of ten (10) years, commencing on June 1, 2019, and expiring on June 1, 2029. At the end of the initial ten (10) year term, this lease may be renewed for an additional ten (10) year term, if mutually agreed upon by both parties, in writing, and thirty (30) days or more before the expiration of the initial term.

4. **Rents.** In consideration of the foregoing, the Lessee agrees to pay to the Lessor an annual rental at the rate of **twenty cents** ($0.20) per square foot, excluding the square foot area of ingress and egress road and apron area. The rental shall be paid in advance each year, and Lessor shall charge all Lessees of comparable Airport lands the same rental rate in compliance with FAA requirements. Commencing on the first (1st) day of January in the year following the commencement of this Lease, and every year on January 1 thereafter during the term of this Lease, the annual rate of rent shall be increased by the annual Consumer Price Index, defined as to the amount obtained by dividing the initial rental price per square foot per annum by the Detroit-Ann Arbor, All Items Consumer Price Index figure which is the most recently published one immediately preceding the commencement date of this Lease, and multiplying the quotient thereof by the Consumer Price Index, Detroit-Ann Arbor, All Items, which is the most recent one published immediately before the effective date of the rent adjustment which is being computed.

It is expressly understood that the rent will be increased in accordance with changes in the Consumer Price Index once every year during the term of this Agreement, and any extension(s).

5. **Insurance.**
a) Lessee agrees to deposit with Lessor a policy of comprehensive premises liability insurance. Such policy shall be issued by a company licensed to do business in Michigan and shall be an amount of not less than $500,000.00, with Lessor as a named additional insured under the policy.
b) The policy of insurance shall be approved by Lessor as to legal form before it is filed, and shall contain a provision that the same may not be cancelled before the expiration of its term except upon 30 days written notice to Lessor.
c) The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate this Lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

6. **Lessee Rights.** Lessee shall have the right:
a) In common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlight, landing lights, signals and other conveniences for take-off, flying and landing aircraft.
b) To the non-exclusive use, in common with others, of the Airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of Lessor to charge visitors a fee for the use of such areas.
c) Of access to and from the leased premises, limited to streets, driveways or sidewalks designated for such purposes by Lessor, and which rights shall extend to Lessee's passengers, guests, and invitees.

Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive, and Lessor reserves the right to grant similar privileges to another lessee or other lessees on other parts of the Airport.

7. **Maintenance of Buildings.** Lessee will maintain the structures occupied by Lessee in good order, and make minor repairs as are necessary. In the event of fire, or any other casualty, the Lessee of any such structure so affected shall either repair or replace the building, or restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by Lessee, Lessor may grant an extension of time if it appears such extension is warranted.

8. **Maintenance of Property.** Lessee shall keep its hangar and grounds surrounding the leased premises in a reasonably neat, clean, and aesthetically pleasing condition at all times. Lessee shall provide for the adequate and sanitary handling and disposal, away from the Airport, of all trash, waste, and other materials, including, but not limited to, used oil, solvents, and other waste. Lessee agrees to keep the leased premises free from unnecessary accumulation of waste or other debris or combustible materials. Fuel, other flammables, explosives, or other potentially hazardous materials may not be stored in any hangars. All non-airworthy aircraft not in an enclosed structure shall be removed from the airport on thirty (30) days written notice from Lessor at Lessee's expense unless a waiver is requested and granted by Lessor for insurance purpose. Aircraft with visible accident damage shall be placed in an enclosed structure or removed from the airport within 48 hours of release by the accident investigation team.

9. **Right to Inspect.** Lessor reserves the right to enter upon the leased premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease.

10. **Lease Transfer.** Lessee may not, at any time during the term of this lease, assign, hypothecate, or transfer this Lease or any interest herein, without the written consent of Lessor. Lessee may lease that portion of buildings placed on the premises by Lessee which are not needed by Lessee **with the written approval of Lessor**. All covenants and agreements herein contained shall be binding upon the parties hereto, their successors and assigns.

11. **Right of First Refusal.** Menominee County shall have the first right of refusal to match any offer to purchase any building located on the leased premises. Menominee County shall have 30 days from the date of receipt by the Menominee County Administrator of notification of a bona fide offer to purchase any building and/or structure located on the leased premises, in which to match the offer, including all of its terms. In the event that written notice to match the offer is not given by certified mail to Lessee's at its address of record within 30 days of receipt of notice of the offer by the Menominee County Administrator, Menominee County shall have waived its right to match the offer, and Lessee is free to accept the offer, subject to the provisions in Sec. 10 regarding Lease Transfer. The offer shall have no modifications and/or qualifications that are not revealed to Menominee County through notice to the Menominee County Administrator.

12. **Laws and Regulations.** Lessee agrees to observe and obey, during the term of this Lease, all laws, ordinances, rules and regulations promulgated and enforced by Lessor pertaining to the Airport, now or hereafter in effect. Lessee will observe all Federal, State, and local laws, including rules and regulations of Federal and State aeronautical authorities, or other boards and agencies.

13. **Hold Harmless.** Lessee agrees to hold Lessor free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless or negligent act or omission on the part of Lessee, its agents, servants and employees, and from all loss and damages by reason of such acts or omissions.

14. **Quiet Enjoyment.** So long as Lessee conducts its business in a fair, reasonable and workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

15. **Obstruction Lights.** Lessee agrees to install, maintain and operate any required obstruction lights on the tops of all buildings or structures to be placed on the leased premises.

16. **Title VI, Civil Rights Assurances.** The Lessee, for himself, his personal representatives, successors in interest, and assigns, agrees 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 said facilities; (2) that in the construction of any improvements on, over, or under such land 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; (3) that the Lessee shall use the premises 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, Non-discrimination, in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

    In the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate the lease and to re-enter and repossess the land and the facilities thereon, and hold the same as if the Lease had never been made or issued.

17. **Affirmative Action.** Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide Assurances to the Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

18. **Nondiscrimination.** Lessee and/or its sub-lessees, licensees, or assigns, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Tenant and/or its sub-lessees, licensees, or assigns shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to, the following:

    A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

    B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

    C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated thereunder.

    D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USC Sec. 12101 *et seq.*), as amended, and regulations promulgated thereunder.

    Breach of this section shall be regarded as a material breach of this Lease, and in the event Lessee and/or its sub-lessees, licensees, or assigns is found not to be in compliance with this section, Lessor may terminate this Lease, effective as of the date of delivery of written notification to Lessee and/or its sub-lessees, licensees, or assigns.

19. **Taxes.** Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which it may erect on lands leased exclusively to Lessee, as well as any real property taxes imposed on the lands leased exclusively to Lessee.

20. **Airport Development.** Lessor reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the Airport requires the relocation of the Lessee, Lessor (1) agrees to provide a comparable location, and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee; or (2) may terminate this lease upon thirty (30) days written notice to Lessee provided, however, that Lessor shall pay Lessee the then market value of the hangar constructed thereon as determined by two qualified appraisers, one of which shall be selected by the Lessor and one of which shall be selected by the Lessee. If the appraisers cannot agree upon a value of the hangar, then the Lessor and Lessee shall mutually appoint a third appraiser whose appraisal shall be binding on both parties.

    The parties may forego the preceding requirement for appraisers to determine the fair market value of the hangar if both parties can mutually agree on an acceptable selling pricing.

21. **Lessor's Rights.** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

22. **Airport Protection.** Lessor reserves unto itself, its successor and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in that airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the Airport. Lessee agrees for itself, its successors and assigns (a) to restrict the height of structures, objects of natural growth, and other obstructions on the leased premises to such a height so as to comply with Federal Aviation Regulations Part 77, and (b) to prevent any use of the leased premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

23. **Obstructions.** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration," as required by Federal Aviation Regulations Part 77.

24. **Subordination Provision.** This Lease 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 Federal or State funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Michigan.

25. **Default.**

    A. **Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been delivered, served and given upon receipt by the party to be notified or upon being placed in the United States mail, postage prepaid, by registered or certified mail, addressed to such party at the address provided for such party herein.

    Any notices to Lessor shall be given to the County Administrator or addressed to Menominee Regional Airport, 2801 22nd Street, Menominee, MI 49858.

    Any notices to Lessee shall be addressed to: _____

    _____

    The addresses set forth above shall be effective for all notices to the respective parties until written notice of a change in address is given pursuant to the provisions hereof.

    B. **Lessor's Remedies Upon Default.** All rights and remedies herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law.

(a) All rent shall be paid without demand and without any set-off, counterclaim or deduction whatsoever. If Lessee fails to pay the rent as specified in this Lease within five (5) days of due date, Lessee shall be considered in default. If Lessee defaults in the payment of rent, and does not cure the default within twenty (20) days upon receipt of written demand for payment of the rent, or if Lessee defaults in the prompt and full performance of any other provisions of the agreement and does not cure the default within twenty (20) days upon receipt of written notice (unless the default involves a hazardous condition, which shall be cured forthwith if reasonably possible), Lessor may terminate this Lease and shall be entitled to possession of the leased premises which are the subject of this Lease, and Lessor may pursue any or all other remedies as may be available to it under the Lease, with or without process of law, or in law or at equity for any such default, and Lessee shall be liable for any damages resulting from such default.

(b) In the event that Lessee's operations conducted on the leased premises are hazardous or disruptive to the business operations conducted by Lessor on the Airport to the extent that Lessor is unable to conduct its business on the Airport, Lessee shall have 30 days in which to cure such hazard or disruption to the satisfaction of Lessor. Lessee's failure to eliminate the hazard or disruption within 30 days shall be deemed a material breach of this Lease, and Lessor shall have the right to terminate this Lease on 30 days written notice.

(c) Upon any termination of this Lease, whether by lapse of time or otherwise, Lessee shall vacate the leased premises immediately, and have a period of one (1) year from such effective termination date to remove any building or buildings from the leased premises. Any building or buildings not removed within such time shall become the sole property of Lessor for and on behalf of the Menominee Regional Airport.

C. **Interest.** All amounts of money payable by Lessee to Lessor under this Lease, if not paid when due, shall bear interest from the date due until paid at the rate of 18% per annum.

D. **Laws.** The laws of the State of Michigan shall govern the validity, performance and enforcement of this Lease and any amendments.

E. **Severability of Provisions.** If any term, covenant or condition of this Lease or the application of any provision to any person or party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons, parties or circumstances other than those held invalid or unenforceable, shall not be affected, and each term, covenant or condition of this Lease shall be valid and be enforced to the maximum extent permitted by law.

F. **Validity of Agreement.** Except as modified above, this Lease shall remain in full force and effect and shall remain binding upon both Lessor and Lessee. This Lease constitutes the whole agreement of the parties, and shall in no way be conditioned, modified or supplemented except by a written agreement executed by both parties.

In Witness Whereof, the authorized representatives of the parties hereto have executed this instrument on the day and year first above written.

LESSOR: Menominee County

By: _____
Gerald Piche, County Board Chair

Dated: _____

LESSEE: DAVID OLSEN

By: _____

Title: OWNER

Dated: 6/10/19

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