

West Michigan Airport Authority

Meeting Agenda

Monday, September 14, 2009

11:30am – 1:00pm

Westshore Aviation, 1585 S. Washington Avenue, Tulip City Airport

1. Consideration of the July 13, 2009 Meeting Minutes. (Action Required)
2. Public Comments.
3. Request from Holland BPW for Support of Locating Carbon Sequestration Infrastructure at the airport. (Action Requested)
4. Land Lease with ITT for Radio Station Site. (Action Required)
5. MDOT Grant Contract for Update of Airport Property Map. (Action Required)
6. Rehabilitation of the East Taxiway Connector and Joint Repair:
 - A. MDOT Grant Contract. (Action Required)
 - B. Construction Administration Contract. (Action Required)
 - C. Construction Contract. (Action Required)
7. Update to Terminal Preliminary Report. (Action Requested)
8. Presentation on Web Site Improvements.
9. FBO Report.
10. Monthly Budget and Investment Report. (Accept as Information)
11. Other Business.
12. Adjourn.

Mission Statement: To provide the public with state-of-the-art global air access to strengthen the local economy and improve the area's quality of life.

If you are not able to attend the meeting, please contact Greg Robinson (355-1313) or Carolyn O'Connor (355-1311). We must have at least one (1) of the two representatives of each unit of government present at the meeting to attain a quorum. Thank you.

West Michigan Airport Authority
Meeting Minutes
July 13, 2009

The West Michigan Airport Authority met at the Howard Miller Community Center in Zeeland, Michigan.

Present: Authority Members Hoogland, Klunder, Mitchell, Wiersma, Dykstra, Martin, Price, Wickmann, and Toscano.

Absent: None.

Others Present: Ottawa County Representative Disselkoen, Allegan County Representative Burns, Assistant City Manager Robinson, FBO Ludema and Executive Assistant O'Connor

09.07.01 Consideration of the June 29, 2009 Meeting Minutes.

Mr. Klunder and Mr. Toscano asked the minutes be amended by removing their names as having attended the meeting, as they were absent.

It was moved by Wickmann and supported by Hoogland to approve the June 29, 2009 meeting minutes as amended. This motion was unanimously adopted.

09.07.02 Public Comments.

There were no public comments.

09.07.03 Consideration of Exhibits to Various FBO Agreements.

Mr. Robinson reviewed several exhibits that are to be attached to the four agreements approved at the June 29th meeting. While these exhibits are primarily the same as have previously been used, a few modifications were necessary.

It was moved by Price and supported by Wiersma to approve the exhibits to the various FBO agreements as submitted. After a discussion regarding the various exhibits and their content, the motion was unanimously adopted.

09.07.04 Update on a Marketing Strategy from the Marketing Committee.

Chairperson Dykstra provided an update on the marketing strategy being developed by the WMAA Marketing Committee and The Image Group. The purpose of the marketing strategy is to market the airport, not the Authority. A formal presentation to the Authority will be forthcoming in the next couple months.

09.07.05 Recommendation from Building & Development Committee on 10-Year Capital Improvements Plan.

Mr. Robinson presented the 10-Year Capital Improvement Plan for Tulip City Airport. Previously, a 5-Year plan was submitted on an annual basis, but the Michigan Department of Transportation (MDOT) is now requiring the plan covers 10-years. He reviewed various projects, costs and reasons for the timing of the projects.

The Authority members discussed various aspects of the plan, including priorities and revisions to the plan. They stressed the need to be balanced between expansion needs and taxpayer viewpoints, especially in the current economy.

It was moved by Toscano and supported by Martin to approve the 10-Year Airport Capital Improvement Plan as revised. This motion was unanimously adopted.

09.07.06 FBO Report.

Mr. Ludema presented the monthly FBO report, describing fuel sales and miscellaneous airport activities. Authority members inquired if the airport had sustained any damage during the June 19th storms; Mr. Ludema responded that there had been some damage.

09.07.07 Monthly Budget & Investment Report.

Mr. Robinson presented the monthly budget and investment report. It was moved by Toscano and supported by Martin to accept the report as information. This motion was unanimously adopted.

09.07.08 Additional Appointments to Subcommittees.

It was moved by Klunder and supported by Wickmann to appoint Andrew Mitchell and Mike Toscano to the WMAA Building & Development Committee. This motion was unanimously adopted.

09.07.09 Other Business.

There was no other business.

09.07.10 Adjournment.

It was moved by Wiersma and supported by Wickmann to adjourn the meeting. This motion was unanimously adopted.

The next regularly scheduled meeting of the West Michigan Airport Authority is scheduled for Monday, August 10, 2009 at Park Township Offices.

Respectfully Submitted,

Amanda Price
WMAA Secretary

City Manager's Office
270 South River Avenue, Holland, Michigan 49423
(616) 355-1310 * (616) 355-1490 Fax
citymgr@cityofholland.com

September 14, 2009

To: West Michigan Airport Authority
From: Greg Robinson, Assistant City Manager
Subject: **Land Lease with ITT for Radio Station Site.**

The Surveillance and Broadcast Services (SBS) program is the beginning of the future of air traffic control. The SBS program is an initiative of the Federal Aviation Administration (FAA) and is designed to improve safety conditions for aircraft by providing the most accurate aircraft identification and positioning to date.

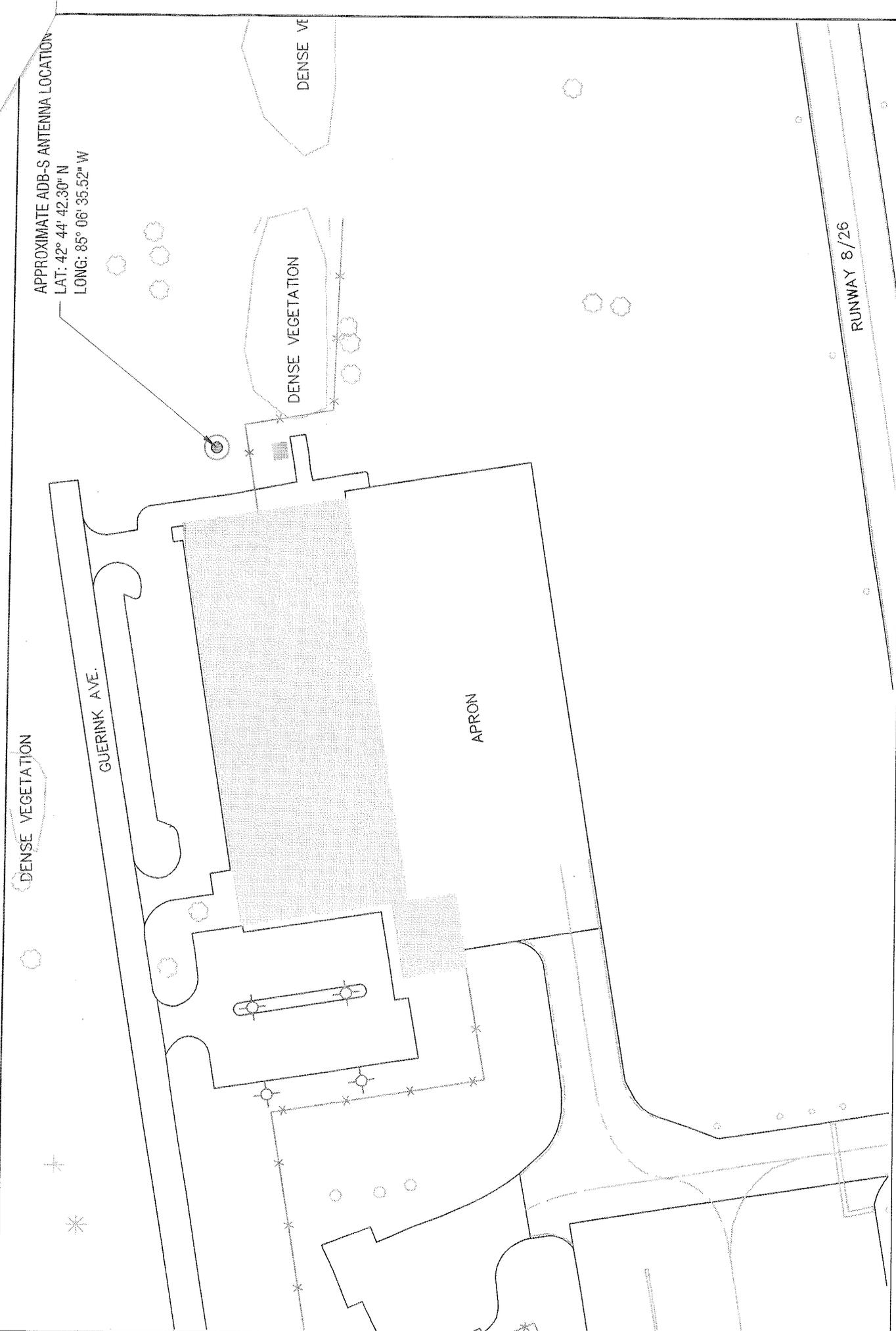
The first component of the program is the installation of broadcast antennas. ITT is a company that is under contract with the FAA to install these antennas at various airports throughout the United States. Not all airports will have these antennas, but Tulip City Airport has been selected as one of the airports.

The antenna will be between 50 and 80 feet in height depending upon air space requirements. It is proposed that the antenna be located immediately east of the Westshore Aviation hangars near the east end of the airport entrance road.

The lease is with ITT for a one year period that can be renewed each year by ITT through 2025. There is no rental rate for this lease in that the antenna will benefit aircraft using Tulip City Airport as well as other aircraft using airports in West Michigan. ITT is responsible for maintenance of this facility. Since the City of Holland owns the airport land, the Board action is to recommend whether the Holland City Council should approve or deny this lease request.

It is recommended that the Airport Authority Board recommend to the Holland City Council that the City of Holland enter into a lease with ITT in order to permit the installation of an SBS program antenna at Tulip City Airport as described in this report.

Attachments



APPROXIMATE ADB-S ANTENNA LOCATION

TULIP CITY AIRPORT
HOLLAND, MI



LAND LEASE

Lease Number: SV156-06
Facility: ADS-B Radio Station Site
Location: Tulip City Airport

LEASE

Between

and

ITT Corporation

THIS LEASE, made and entered into this ____ day of _____ in the year _____, by and between the City of Holland, whose address is:

270 S. River Avenue
Holland, MI 49423

Hereinafter referred to as the Lessor and ITT Corporation, hereinafter referred to as ITT, whose address is:

12975 Worldgate Drive
Herndon, Virginia 20170

WHEREAS, the parties understand and agree that this agreement is taken in support of FAA Contract DTFWA-07-C-00067, issued to ITT on August 30, 2007.

For valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. PREMISES

The Lessor hereby leases to ITT the following described property located at:

1581 S. Washington Avenue

Holland, MI 49423

INITIALS _____

Lessor

ITT

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining electric power and telecommunication lines to the premises; and unless herein described otherwise, to be by routes reasonably determined and agreed by the parties.

(b) And the right to make alterations to the premises to support the ITT radio site equipment, after concurrence by the Lessor as to the site design details prior to start of construction and prior to any alterations during the life of this lease.

2. PUBLIC UTILITIES

ITT is responsible for the provision of any and all required electrical power and/or telecommunications services to the leased site for the term of this lease. The Lessor is not responsible to provide any type of public utilities at or on the leased site.

3. TAXES

ITT shall be responsible for the payment of any applicable taxes, fees or governmental assessments against any equipment, personal property and/or improvements owned, leased or operated by Licensee or directly associated with Licensee's use of the Licensed Premises.

4. INSURANCE

ITT shall maintain in full force during the term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Site prior to the commencement of any such Work on behalf of ITT to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

INITIALS _____

Lessor

ITT

2. Commercial General Liability Insurance (Bodily Injury and Property Damage) the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.

5. TERM

To have and to hold said premises with their appurtenances for the term beginning at the date of this lease agreement, subject to renewal rights, as may be hereafter set forth.

6. CONSIDERATION

ITT shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to ITT herein are in consideration of the obligations assumed by ITT in its establishment, operation and maintenance of the ADS-B radio station facilities upon the premises hereby leased.

7. RENEWAL

This lease may be renewed from year to year at the option of ITT upon the terms and conditions herein specified. ITT's option shall be deemed exercised and the lease renewed each year for one (1) year unless ITT gives the Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond September 30, 2025.

8. RESTORATION

It is hereby agreed between the parties, that upon termination of its occupancy, ITT shall restore the property which is the subject matter of this lease including removal of structures, equipment, and fencing but excluding foundations and subsurface ducting, cables, and grounding systems.

9. INTERFERENCE WITH RADIO SITE OPERATIONS

The Lessor agrees not to erect or allow to be erected any structure or obstruction on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by ITT under the terms of this Lease unless consent hereto shall first be secured from ITT in writing. ITT consent shall not

INITIALS _____

Lessor

ITT

be unreasonably withheld and ITT shall support the Lessor in the evaluation of any potential interference issues. The Lessor shall act in a reasonable way for any construction in proximity to the communication tower, with regard to new construction and RF interference. The Lessor shall be allowed to pursue construction activity giving proper clearance to lessee's tower communication activities. ITT consent shall also be contingent upon FAA approval, when interference results in limitations in radio station performance within the NAS.

10. HAZARDOUS SUBSTANCE

ITT agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of ITT's facilities.

The Lessor agrees to save and hold ITT harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of ITT's facilities.

11. QUIET ENJOYMENT

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend ITT's use and enjoyment of said premises against third party claims.

12. CONTRACT DISPUTES

This Agreement shall be governed by the laws of Michigan, with the exception of its choice of law provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect.

13. SUCCESSORS

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

INITIALS _____

Lessor

ITT

The terms and provisions of this lease and the conditions herein bind ITT and ITT's heirs, executors, administrators, successors, and assigns.

14. NOTICES

All notices /correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other).

TO LESSOR: CITY OF HOLLAND
270 S. RIVER AVE
HOLLAND, MI 49423

To ITT: ITT Corporation
12975 Worldgate Drive
Herndon, Virginia 20170
Attention: ADS-B Subcontracts Department

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as the date above written.

ATTEST:

LESSOR

By: _____

By: _____

INITIALS _____

Lessor

ITT

ITT CORPORATION

BY _____ V.P. of Contracts _____
(Signature) _____(official title) (date)

INTIALS _____

Lessor ITT

City Manager's Office
270 South River Avenue, Holland, Michigan 49423
(616) 355-1310 * (616) 355-1490 Fax
citymgr@cityofholland.com

September 14, 2009

To: West Michigan Airport Authority
From: Greg Robinson, Assistant City Manager
Subject: **MDOT Grand Contract for Update to the Airport Property Map and Legal Description.**

One item that always lags behind the purchase of property at the airport is the preparation of an update to the Exhibit A Property Map. This Map is part of the Airport Layout Plan and identifies all property owned for the airport as well as easements.

The Board has previously approved a contract with Mead & Hunt for this work. The Scope of Work identifies the survey work and the creation of drawings and legal descriptions necessary. More than one legal description is required due to several roads within the overall airport boundaries but are not part of airport property, such as Lincoln Avenue, the South Washington Avenue tunnel and a portion of 64th Street. Further, these legal descriptions will be necessary in order to complete the land lease with City of Holland.

The total Michigan Department of Transportation (MDOT) grant contract is \$14,000, including the local match of \$350.

It is recommended that the Authority Board adopt a resolution approving a contract with MDOT in the amount of \$14,000 for the preparation of an Update to the Exhibit A Property Map; that the local match of \$350 be funded through the operations reserves; and that the Board Chairperson and Secretary be authorized to sign the documents.

Attachments

Exhibit 1

Tulip City Airport
Holland, Michigan
B-26-0045-3007
FM-03-07-LAND

11-Aug-09

| | Federal | State | Local | Total |
|--|-----------------|----------------|--------------|-----------------|
| ADMINISTRATION | \$1,120 | \$245 | \$35 | \$1,400 |
| DEPARTMENT - AERO | \$1,120 | \$245 | \$35 | \$1,400 |
| LAND | \$10,080 | \$2,205 | \$315 | \$12,600 |
| Boundary survey and exhibit A property map update. | | | | |
| Parcel Cost (Estimate) | \$0 | \$0 | \$0 | \$0 |
| Relocation Assistance (est) | \$0 | \$0 | \$0 | \$0 |
| Closing Cost | \$0 | \$0 | \$0 | \$0 |
| Consultant Costs | | | | |
| Exhibit A Cost | \$2,080 | \$455 | \$65 | \$2,600 |
| Phase 1 ESA Cost | \$0 | \$0 | \$0 | \$0 |
| Coordination/Documentation | \$0 | \$0 | \$0 | \$0 |
| Preliminary Interview Cost | \$0 | \$0 | \$0 | \$0 |
| Acquisition/Closing Cost | \$0 | \$0 | \$0 | \$0 |
| Appraisal Cost | \$0 | \$0 | \$0 | \$0 |
| Appraisal Review Cost | \$0 | \$0 | \$0 | \$0 |
| Relocation Cost | \$0 | \$0 | \$0 | \$0 |
| Demolition Cost | \$0 | \$0 | \$0 | \$0 |
| Title Costs | \$0 | \$0 | \$0 | \$0 |
| Exhibit X Cost | \$0 | \$0 | \$0 | \$0 |
| Survey Cost | \$8,000 | \$1,750 | \$250 | \$10,000 |
| Miscellaneous Cost | \$0 | \$0 | \$0 | \$0 |
| Condemnation Attorney/Expert Witness | \$0 | \$0 | \$0 | \$0 |
| DESIGN | | | | |
| CONSTRUCTION | | | | |
| CONTINGENCIES | | | | |
| Funding Contingencies | \$0 | \$0 | \$0 | \$0 |
| TOTAL PROJECT BUDGET | \$11,200 | \$2,450 | \$350 | \$14,000 |

City Manager's Office
270 South River Avenue, Holland, Michigan 49423
(616) 355-1310 * (616) 355-1490 Fax
citymgr@cityofholland.com

September 14, 2009

To: West Michigan Airport Authority

From: Greg Robinson, Assistant City Manager

Subject: Rehabilitation of the East Taxiway Connector and Joint Repair.

Included with the 2009 Airport Capital Projects approved by the Aeronautics Division of the Michigan Department of Transportation (MDOT) is the rehabilitation of the east taxiway connector and repair to joints in the runway. This project will have these basic components: MDOT grant, construction administration contract, and construction contract.

MDOT Grant Contract

The MDOT grant totals \$281,000, including the local match of \$7,025.

Construction Administration Contract

Airport consultant Mead & Hunt has submitted a proposal in the amount of \$26,048.96 to coordinate this project, conduct survey work, material testing, inspections, and reporting.

Construction Contract

MDOT bids this project on behalf of the Authority and has selected Kamminga & Roodvoets, Inc. as the contractor. However, the actual construction contract is with the Airport Authority. The contract amount is \$230,843.

It is recommended that the Authority Board:

1. Adopt a resolution approving the grant contract with the MDOT in the amount of \$281,000 and authorizing the Chairperson and Secretary to sign the documents, subject to approval as to form by the City Attorney.
2. Enter into a construction administration contract with Mead & Hunt in the amount of \$26,048.96, subject to MDOT approval; and approval as to form by the City Attorney.

3. Enter into a construction contract with Kamminga & Roodvoets, Inc. in the amount of \$230,843, subject to approval as to form by the City Attorney.

Attachments

EXHIBIT 1

TULIP CITY AIRPORT
HOLLAND, MICHIGAN

Project No. B-26-0045-3107
Contract No. FM 03-07-C23

08/11/09

| | Federal | State | Local | Total |
|---|------------------|-----------------|----------------|------------------|
| ADMINISTRATION | \$1,600 | \$350 | \$50 | \$2,000 |
| DEPARTMENT-AERO | \$1,600 | \$350 | \$50 | \$2,000 |
| LAND | \$0 | \$0 | \$0 | \$0 |
| PLANNING | \$0 | \$0 | \$0 | \$0 |
| CONSTRUCTION | \$214,274 | \$46,873 | \$6,696 | \$267,843 |
| Rehabilitate east taxiway connector to primary apron; Joint Repair for runway 8/26; Slab repair for ILS glideslope building | \$184,674 | \$40,398 | \$5,771 | \$230,843 |
| AERO - Construction | \$2,400 | \$525 | \$75 | \$3,000 |
| CONSULTANT - Construction | \$27,200 | \$5,950 | \$850 | \$34,000 |
| CONTINGENCIES | \$8,926 | \$1,952 | \$279 | \$11,157 |
| Construction Contingency | \$8,926 | \$1,952 | \$279 | \$11,157 |
| TOTAL PROJECT BUDGET | \$224,800 | \$49,175 | \$7,025 | \$281,000 |

MAC Transfer: 7/29/09 & 8/11/09 supplemental

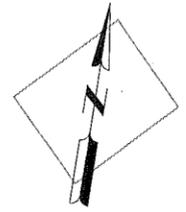
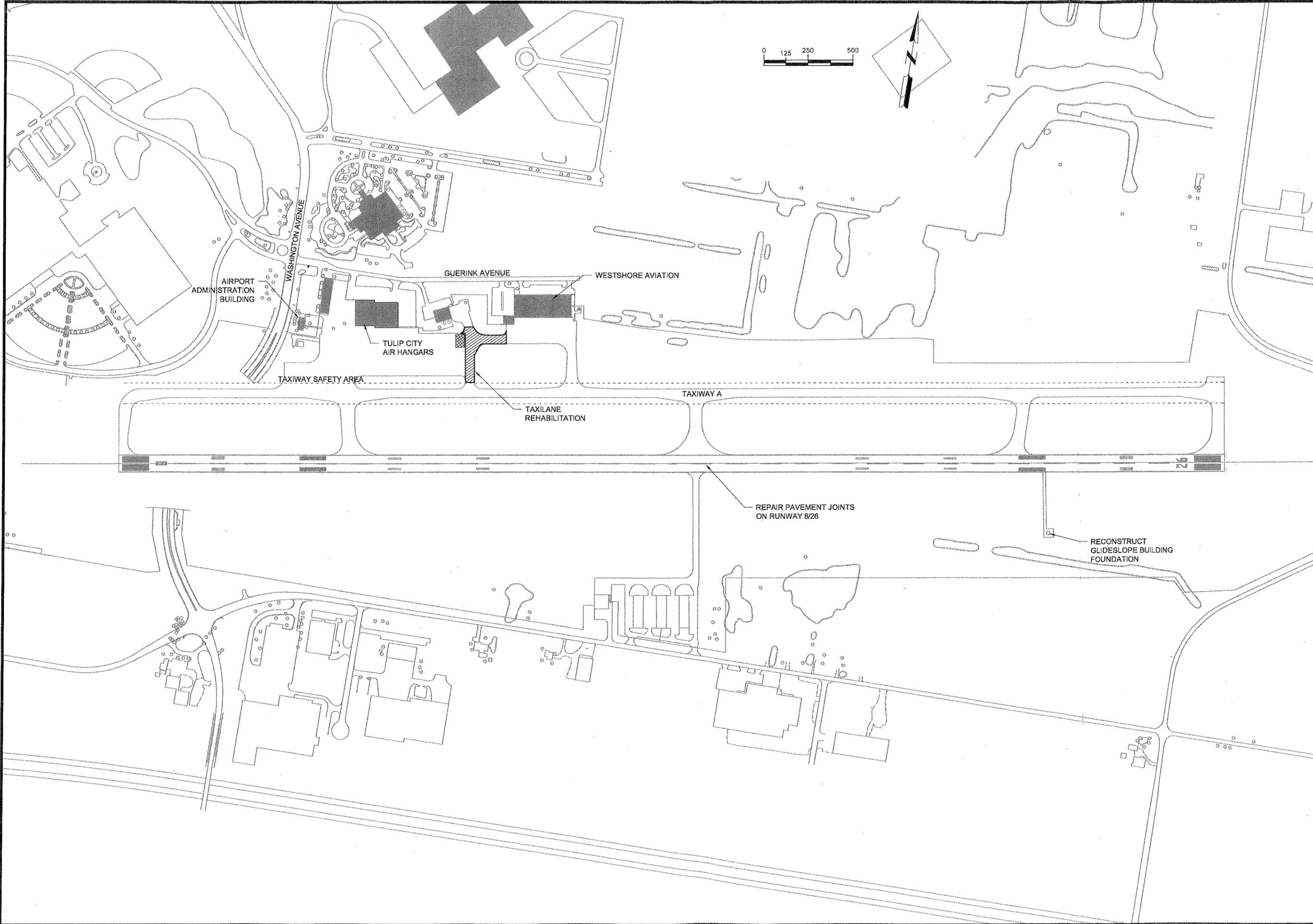
CONSTRUCTION ADMINISTRATION SERVICES - Attachment C
SUMMARY SHEET

Airport: Tulip City Airport, Holland, MI
 Project Description: Rehabilitate Taxi lane, Repair Runway Joints, Repair Glide Slope Building Foundation
 M & H Project No.: 08199-0900
 60 Calendar days in contract

| COST BY ELEMENT | |
|---|--------------------|
| ELEMENT 1.21 - PRECONSTRUCTION CONFERENCE | \$1,536.68 |
| ELEMENT 1.22 - GENERAL INFORMATION AND COORDINATION | \$1,048.95 |
| ELEMENT 1.23 - ENGINEERING SURVEY AND LAYOUT AS MAY BE APPLICABLE | \$4,685.98 |
| ELEMENT 1.24 - MATERIAL TESTING AND SHOP DRAWINGS | \$602.40 |
| ELEMENT 1.25 - FIELD TESTING AND GRADE INSPECTIONS | \$10,367.96 |
| ELEMENT 1.26 - PAY ESTIMATES AND CHANGE ORDERS | \$401.60 |
| ELEMENT 1.27 - WEEKLY REPORTS | \$0.00 |
| ELEMENT 1.28 FINAL INSPECTION/FINAL REPORT | \$2,142.86 |
| ELEMENT 1.29 - FINAL QUANTITIES - AS CONSTRUCTED PLANS AND ALP | \$602.40 |
| M&H PROJECT COSTS* | \$21,388.81 |

*excludes sub consultants

| COST BREAKDOWN | |
|--------------------------------|--------------------|
| LABOR COST | \$6,496.00 |
| OVERHEAD COST @ 1.7 | \$11,043.20 |
| DIRECT COSTS | \$1,730.00 |
| PROFIT @ 11% | \$2,119.61 |
| SUB TOTAL | \$21,388.81 |
| SUB CONSULTANTS | \$4,660.15 |
| TOTAL COST THIS PROJECT | \$26,048.96 |



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

TULIP CITY AIRPORT
TAXILANE REHABILITATION
 HOLLAND, MI Attachment D

| REVISION |
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| |
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| |

AP NO: B-26-0045-3107
 MAH NO: 08199-00-07002
 DATE: 6/8/2009
 DESIGNED BY: BJH
 DRAWN BY: BJH
 CHECKED BY: GWS

DO NOT SCALE DRAWINGS
 SHEET CONTENTS
 PROJECT
 WORKSCOPE

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