

# West Michigan Airport Authority

## Meeting Agenda

December 8, 2014

11:30am – 1:00pm

**\*\*Please note meeting location change – Holland City Hall, 270 S. River Avenue, 2<sup>nd</sup> Floor Training Center\*\***

1. Public Comments.
2. Consideration of the November 10, 2014 Meeting Minutes. (Action Required)
3. Accept Land Acquisition Grant from MDOT. (Action Required)
4. Presentation by Progressive AE of Design Concept for New Airport Business Center.
5. Revised 5 Year Airport Capital Plan. (Action Required)
6. Renewal of Management Agreement with the City of Holland. (Action Required)
7. FBO Report.
8. Communications Committee Update.
9. Monthly Budget and Investment Report. (Accept as Information)
10. Other Business: 2015 WMAA Meeting Schedule
11. Closed Session to Discuss Pending Litigation. (Action may be requested after the Session.)
12. Next meeting: January 12, 2015, 11:30 a.m., at the Howard Miller Library & Community Center, 14 S. Church Street (Zeeland)
13. 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 (510-2332) or Sinka Babinec (355-1310). We must have at least one of the three representatives of each unit of government present at the meeting to attain a quorum. Thank you.**

**West Michigan Airport Authority  
Proposed Meeting Minutes  
November 10, 2014**

The West Michigan Airport Authority Board met at the Park Township Offices.

**Present:** Authority Members Klunder, Klynstra, Hoogland, Wiersma, Martin, Dykstra, Sylte, Matthyse, Students VanderKolk and DeLeau, Ex-Officio Members Disselkoen and Storey.

**Absent:** Authority Member Toscano.

**Others Present:** Rehman Robson Audit Manager Benson, Mead & Hunt Project Manager Thoman, Community Member Stroop, FBO Ludema, Communications Assistant Scholten, Airport Authority Manager Robinson and Executive Assistant Babinec.

Chairperson Klunder called the meeting to order at 11:35 a.m. and thanked Park Township for hosting the meeting.

**14.11.01 Public Comments**

There were no public comments expressed at this meeting.

**14.11.02 Consideration of the October 13, 2014 Regular & Closed Session Minutes**

It was moved by Wiersma and supported by Hoogland to approve the October 13, 2014 regular and closed session minutes as presented. This motion was unanimously adopted.

**14.11.03 Fiscal Year 2014 Audit Presentation. (Action Required)**

Rehman Robson Audit Manager Krystal Benson presented the fiscal year 2014 audit and financial statements to the Authority. The Operations Committee met with representatives from Rehman Robson and had reviewed the auditor's report. Ms. Benson stated that the Authority had a clean, qualified audit opinion. A hard copy of the audit and financial records were distributed to Authority members and reviewed in detail. There was one area noted, that in the future the Authority needs to identify that the budget is being approved at the "Department" level to conform to Michigan Department of Treasury requirements. This change will be implemented by adding language to future budget approval resolutions. Chairperson Klunder thanked the City of Holland's Finance Office for their work on this audit and for the great job keeping the Authority's finances in order.

It was moved by Wiersma and supported by Matthyse to approve the fiscal year 2014 audit and financial statements as presented by Rehman Robson. This motion was unanimously adopted.

**14.11.04 Contract for Final Design and Construction Drawings for New Apron and Infrastructure. (Action Required)**

Airport Authority Manager Robinson reviewed the proposed scope of work and costs for airport consultant Mead & Hunt to prepare the final design and construction drawings for the new apron and infrastructure. After extensive meetings with Mead & Hunt representatives Ward & Thoman, the

Building and Development Committee recommended the approval of a contract which includes survey work; geotechnical investigation; final geometric & grading, final pavement, utility, drainage designs; environmental considerations; construction drawings for all elements; and assistance with the bidding process.

It was moved by Matthyse and supported by Klynstra to approve the Contract for final design and construction drawings for the new apron and infrastructure with Mead & Hunt in the amount of \$225,936.17 as recommended by the Building & Development Committee; subject to approval as to form by the Authority's attorney; that the Chairperson is authorized to sign the contract on behalf of the Authority; and that the Contract work is not to begin until the it has been reviewed by MDOT/AERO staff. This motion was unanimously adopted.

#### **14.11.05 FBO Report**

FBO Ludema presented a report on the monthly operations at the Airport. The fiscal year has started off very well, lots of activities both local and transit; fuel sales exceeded projections by 18,000 gallons, business in general has increased over 40% as compared to the same month last year. A new furnace was installed at the Airport Terminal Office as the previous one had become inoperable. The new furnace will be re-purposed when the new business center is completed. This report was accepted as information.

#### **14.11.06 Communications Committee Update**

Ms. Scholten presented a report on the recent activities of the Communications Committee. Ms. Scholten commented that promotional media coverage from the two (2) Holland Sentinel articles were tweeted, linked or reprinted around the country on radio, online news and in newspapers This report was accepted as information. The WMRA jet float is scheduled for Zeeland's Magical Christmas Parade on Monday, December 1 at 6:30 p.m.; and the eNews is scheduled for distribution during the week of November 10. This report was accepted as information.

#### **14.11.07 Monthly Budget & Investment Report**

It was moved by Hoogland and supported by Wiersma to accept the monthly budget and investment report as presented.

#### **14.10.08 Other Business: November 14, 2014 MAP Meeting at 10 a.m.**

Mr. Robinson advised the Board that the annual Michigan Airports Planning meeting with the Michigan Department of Transportation Airports Division is scheduled for November 14, 2014, 10:00 a.m., in Lansing. Board members Klunder, Hoogland, Ex-Officio Member Disselkoen, FBO Ludema, Building & Development Member Wickmann and Airport Manager Robinson will be attending this meeting. The subject of this annual meeting is to review the Five-Year Capital Projects Plan with state staff. Projects included in the Plan are the rehabilitation of the runway and taxiway; pavement rehab near Tulip City Air Service hangars; and replacing the airport runway lighting.

Mr. Robinson and FBO Ludema will also be attending a meeting with the Michigan Aeronautics Commission on November 12, 2014 to regarding the grants for land acquisition and for the final design of the new airport business center. The Design Team for the new business center building is comprised of the Holland Area Convention and Visitors Bureau Executive Director Sally Laukitis,

West Coast Chamber of Commerce Executive Director Jane Clark, Lakeshore Advantage Executive Director Jennifer Owens, Community Members Paul Elzinga and Jim Stroop, and the Authority's Building & Development Committee. Their work will start the week of November 17, 2014.

Ex-officio Member Storey reminded the Board that Peter VandenBosch passed away, and suggested that the Board express their sympathy by writing a condolence letter to the Vandenbosch family. Mr. VandenBosch, a Zeeland businessman, founded the medical charity Wings of Mercy that provides air transport for medical purposes.

**14.10.09                      Next Meeting: December 8, 2014, 11:30am at Westshore Aviation.**

**14.09.10                      Adjournment**

There being no further business, the meeting was adjourned at 12:45 p.m.

Respectfully submitted,

Jim Wiersma  
Secretary

## West Michigan Airport Authority

270 South River Avenue, Holland, MI 49423

P (616) 355-1310 F (616) 546-7056

*Comprising City of Zeeland, Park Township and City of Holland*



December 8, 2014

Item 3.

To: West Michigan Airport Authority Board.  
From: Greg Robinson, Airport Authority Manager.  
Subject: Accept Land Acquisition Grant for Property Acquisition.

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On October 13, 2014, the Airport Authority Board approved the purchase of 15.4 acres from Johnson Controls, Inc. to accommodate the new Airport Business Center and associated uses. This approval was subject to the Michigan Department of Transportation (MDOT) Airports Division approving a grant for 95% of the \$500,000 purchase price.

On November 12, 2014, the Michigan Aeronautics Commission approved this grant. The local share is \$52,000 of the total land acquisition cost of \$520,000 which includes closing and administrative costs. This local share is part of the project budget previously approved by the Board and the Airport Authority's Attorney has approved the grant contract as to form.

### **Recommendation**

It is recommended that the Airport Authority Board approve the attached Resolution accepting the grant and authorizing Chairperson Tim Klunder to sign the documents on behalf of the Authority.

### **Attachments:**

Aerial photo of property  
Resolution  
Grant contract





**RESOLUTION TO APPROVE**  
**CONTRACT FOR A STATE/LOCAL AIRPORT PROJECT**

**Michigan Department of Transportation/West Michigan Airport Authority**

At a regular meeting of the West Michigan Airport Authority, held at \_\_\_\_\_

\_\_\_\_\_, in \_\_\_\_\_, Michigan, on December 8, 2014 at \_\_\_\_:00 A.M.

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_  
\_\_\_\_\_

The following Resolution was offered by \_\_\_\_\_ and supported by  
\_\_\_\_\_.

**RESOLUTION**

WHEREAS, the West Michigan Airport Authority ("WMAA") has received a contract for the acquisition of Parcel 37 (Terminal Area Property), including settlement and closing costs from the Michigan Department of Transportation Contract No. 2015-0085 ("Contract");

WHEREAS, the WMAA has reviewed the terms and conditions of the Contract and finds that it is in the best interest of the WMAA, for the operation of the West Michigan Regional Airport, to approve the Contract.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Contract described above is approved and \_\_\_\_\_ is authorized to execute the Contract on behalf of the WMAA;
2. That any resolutions in conflict with this Resolution are rescinded and revoked.

After discussion, the vote was:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

WEST MICHIGAN AIRPORT AUTHORITY

Dated: \_\_\_, 2014

By \_\_\_\_\_

Its \_\_\_\_\_ Secretary \_\_\_\_\_

**CERTIFICATE**

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF OTTAWA    )

I, the undersigned, the duly qualified Secretary of the West Michigan Airport Authority, State of Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a regular meeting of the West Michigan Airport Authority, held on the \_\_\_\_ day of \_\_\_, 2014, insofar as the same relate to the Resolution of the West Michigan Airport Authority to Approve Contract for State/Local Airport Project, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in full compliance with Act 267, Public Act of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_ day of \_\_\_, 2014.

West Michigan Airport Authority

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

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



**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**WEST MICHIGAN AIRPORT AUTHORITY**  
**CONTRACT FOR A STATE/LOCAL**  
**AIRPORT PROJECT**

THIS CONTRACT is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and West Michigan Airport Authority, hereinafter referred to as the "SPONSOR," for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at West Michigan Regional Airport, whose associated city is Holland, Michigan, hereinafter referred to as the "PROJECT," described in detail in Exhibit 1, dated November 14, 2014, attached hereto and made a part hereof.

**PROJECT DESCRIPTION: Land acquisition parcel 37 (terminal area property) settlement and closing costs.**

WITNESSETH:

NOW, THEREFORE, the parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 2, attached hereto and made a part hereof. PROJECT COST will also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

2. Pledge sufficient funds to meet its obligations as outlined in this Contract.
3. With regard to audits and record-keeping,
  - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract.

- b. The SPONSOR will comply with the provisions of 1951 PA 51; MCL 247.660h; MSA 9.1097 (10i).
  - c. The SPONSOR will maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
  - d. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
  - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
4. Provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of three (3) years from the date of final payment.
5. In the performance of the PROJECT, by itself, by a subcontractor, or by anyone acting on its behalf, the SPONSOR agrees that it will comply with any and all state, federal, and applicable local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

THE DEPARTMENT WILL:

6. Make final accounting to the SPONSOR upon completion of the PROJECT, pay all PROJECT COSTS, and complete all necessary audits. Any excesses or deficiencies will be returned to or billed to the SPONSOR.

IT IS FURTHER AGREED:

7. The PROJECT COST participation is estimated to be as shown below and as in the attached Exhibit 1. The PROJECT COST participation given in Exhibit 1 is to be considered an estimate. The actual DEPARTMENT and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the PROJECT.

	Dollar Amount
Maximum DEPARTMENT Share .....	\$468,000.00
SPONSOR Share .....	<u>\$52,000.00</u>
Estimated PROJECT COST .....	\$520,000.00

8. The PROJECT COST will be met in part by contributions from the DEPARTMENT. The DEPARTMENT funds will be applied to the PROJECT COST at a rate of 95% for those items eligible for state participation, in an amount not to exceed the maximum obligation shown in Section 7 or the revised maximum obligation set forth in a budget letter, as set forth in Section 10, as applicable. Any items of PROJECT COST not funded with DEPARTMENT funds will be the sole responsibility of the SPONSOR.

DEPARTMENT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. The DEPARTMENT may reduce the amount of this contract if the revenue actually received is insufficient to support the appropriation under which this contract is made.

9. The SPONSOR agrees the costs reported to the DEPARTMENT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
10. The PROJECT COST shown in Section 7 includes the maximum obligation of DEPARTMENT funds under this Contract. The maximum obligation of DEPARTMENT funds may be adjusted to an amount less than the maximum amount shown in Section 7 through a budget letter issued by the DEPARTMENT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

A budget letter may also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations set forth in Section 7. If the PROJECT COST exceeds the maximum obligations shown in Section 7, the PROJECT scope will have to be reduced or a written amendment to this Contract will have to be awarded by the parties to provide additional funds before the work is started.

11. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or

portions thereof, the DEPARTMENT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COST incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting excess funds be returned or at the time of financial closure, whichever comes first.

The DEPARTMENT will not participate in the PROJECT COST incurred on the canceled portions of the PROJECT, and Section 8 will not be construed to require the DEPARTMENT's participation in the canceled portion.

12. Payment of or reimbursement to the SPONSOR of any cost by the DEPARTMENT will not constitute a final determination by the DEPARTMENT of the allowability of such cost and will not constitute a waiver by the DEPARTMENT of any violation of the terms of this Contract committed by the SPONSOR. The DEPARTMENT will make final determination as to allowability only after final audit of the PROJECT.
13. All agreements and/or contracts or supply requisitions involving DEPARTMENT funds will comply with Title 49, CFR Part 18, incorporated herein by reference as if the same were repeated in full herein.
14. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of the Department indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of

Audit Results. If the DEPARTMENT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the SPONSOR fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

15. This Contract will be in effect from the date of award through three (3) years . Any change to the term of this Contract will be by award of a prior written amendment to this Contract by the parties.
16. Any approvals, reviews, and inspections of any nature by the DEPARTMENT will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract, and that such approvals are a governmental function incidental to the grant that is the subject of this Contract.

Any approvals, reviews, and inspections by the DEPARTMENT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, reviews, and inspections provided by the DEPARTMENT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of the DEPARTMENT.

17. In connection with the performance of PROJECT work under this Contract, the parties (hereinafter in Appendix A referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts" as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Section 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof, and

will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

18. In accordance with 1980 PA 278; MCL 423.321 *et seq*; MSA 17.458(22), *et seq*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. The DEPARTMENT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
19. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the parties to the contract that is the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in pursuing the resolution of any dispute and/or litigation will be the responsibility of the SPONSOR.
20. The DEPARTMENT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to the contract without their specific consent and notwithstanding their concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
21. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or at law, for claims arising out of the performance of this Contract.

22. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT with regard to claims based on goods or services that



were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

The SPONSOR shall notify the DEPARTMENT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify the DEPARTMENT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract.

23. In case of any discrepancies between the body of this Contract and any exhibit(s) hereto, the body of the Contract will govern.

24. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and the DEPARTMENT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to the DEPARTMENT with this Contract, as applicable, and with the approval of the State Administrative Board.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

WEST MICHIGAN AIRPORT AUTHORITY

BY: \_\_\_\_\_  
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Title: Department Director

APPROVED AS TO FORM:  
WEST MICHIGAN AIRPORT AUTHORITY

BY:   
ANDREW J. MULDER, ATTORNEY

DATE: 12/17, 2014

## Exhibit 1

West Michigan Regional Airport

Holland , Michigan

State/Local

M-03-07-LAND

11/14/2014

	Federal	State	Local	Total
ADMINISTRATION		\$1,440	\$160	\$1,600
DEPARTMENT - AERO		\$1,440	\$160	\$1,600
LAND		\$466,560	\$51,840	\$518,400

Land acquisition parcel 37 (terminal area property) settlement and closing costs.

Parcel Cost (Estimate)	\$450,000	\$50,000	\$500,000
Relocation Assistance (est)	\$0	\$0	\$0
Consultant Costs			
Exhibit A Cost	\$0	\$0	\$0
Phase 1 ESA Cost	\$0	\$0	\$0
Consultant Expenses/Administrative	\$0	\$0	\$0
Preliminary Interview Cost	\$0	\$0	\$0
Acquisition Cost	\$0	\$0	\$0
Appraisal Cost	\$0	\$0	\$0
Appraisal Review Cost	\$0	\$0	\$0
Relocation Cost	\$0	\$0	\$0
Demolition Cost	\$0	\$0	\$0
Closing Cost	\$4,500	\$500	\$5,000
Title Costs	\$0	\$0	\$0
Exhibit X Costs	\$0	\$0	\$0
Survey Costs	\$0	\$0	\$0
Miscellaneous Cost	\$8,460	\$940	\$9,400

Property taxes.

Condemnation Attorney/Expert Witness Fees	\$3,600	\$400	\$4,000
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### DESIGN

### CONSTRUCTION

### CONTINGENCIES

Funding Contingencies	\$0	\$0	\$0
TOTAL PROJECT BUDGET	\$468,000	\$52,000	\$520,000

## ATTACHMENT 2

### SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING LAND ACQUISITION AT ALL CLASSIFICATIONS OF AIRPORTS

1. The PROJECT COST will include the costs necessary for the performance of the PROJECT work, including related engineering, title research, appraisals, negotiations, acquisitions, relocation of displaced persons and businesses, structure removal, legal and litigation costs and attorney fees, technical guidance, and monitoring incurred in connection with the PROJECT.
2. If the PROJECT is canceled or the SPONSOR ceases acquisition on a voluntary basis, all costs, fees, and damages allowed will be the responsibility of the SPONSOR. If the SPONSOR discontinues or abandons any condemnation case, the SPONSOR will be responsible for all costs, fees, and damages allowed at law or in equity. It is further agreed that any claims filed alleging a constructive or de facto taking will be the responsibility of the SPONSOR with regard to damages, costs, interest, and attorney fees.
3. The SPONSOR agrees that it will maintain the airport in full operating condition on a year-round basis for a period of twenty (20) years, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT. During this period and beyond, for land purchased under the PROJECT, the SPONSOR, when the land is no longer needed for airport purposes, will dispose of such land at fair market value and make available to the DEPARTMENT an amount equal to the DEPARTMENT's proportionate share of the current fair market value of the land.
4. In addition to the requirements of paragraph 3 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to also provide to the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

5. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.
6. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, and/or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.

For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and are directly and substantially related to the actual air transportation of passengers or property.

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.



7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**Appendix B**  
*(Aeronautics)*

**CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21**  
**CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **West Michigan Airport Authority**

270 South River Avenue, Holland, MI 49423

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*Comprising City of Zeeland, Park Township and City of Holland*



December 8, 2014

Item 4.

**To:** West Michigan Airport Authority Board.  
**From:** Greg Robinson, Airport Authority Manager.  
**Subject:** Presentation by Progressive AE of Design Concept for New Airport Business Center.

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On October 13, 2014, the Authority Board approved a contract with Mead & Hunt/Progressive AE to prepare the final design and construction drawings for the new Airport Business Center. This new building will replace the existing tired, deteriorating former house that has served as the airport office building for over 30 years. Mead & Hunt/Progressive AE (MH/Progressive) was selected after an extensive interview process.

MH/Progressive has recently completed a nine hour visioning process with the Final Design Team that extended over three days. The Final Design Team is composed of the Building & Development Committee, Paul Elzinga, Jim Stroop, Jane Clark of the West Coast Chamber of Commerce, Sally Laukitis of the Holland Area Convention & Visitors Bureau and Jennifer Owens of Lakeshore Advantage.

At Monday's Board meeting, Progressive AE will present the work of the Final Design Team to date and a preliminary concept of what the new Business Center could be. If the Authority Board supports this concept, MH/Progressive and the Design Team will proceed with preparing the final details for the building. It is not anticipated that the Board will have further input until about the 50% design completion stage. Then after that point, the final construction drawings will be prepared. The intent is for the construction drawings to be completed by March 2015, so that the project can be bid in late spring 2015.

### **Recommendation**

It is recommended that after the Progressive presentation and discussion, the Board approve the preliminary concept.

MICHIGAN STATE BLOCK GRANT PROGRAM											
AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP) FY-2015 to FY-2019											
*ACIP includes current development year (2015 already programmed - minor changes acceptable)											
Airport Name:		West Michigan Regional Airport								Date prepared: 06-19-2014 Revised 12/1/2014	
Associated City:		Holland, MI								Prepared By: JET	
Sponsor:		West Michigan Airport Authority								Sponsor email address & phone: <a href="mailto:grobinson@cityofholland">grobinson@cityofholland</a> 616-355-1310	
Airport Identifier:		BIV									
Development Year	Project Description	Shown on ALP? (Yes or No)	ACIP Code**	NPIAS Priority Rating**	Federal Entitlements	Federal Apportionment	Federal Discretionary	State	Local	Total	Remarks/Item Justification - Provide as much detail as possible.
2015	Carry forward 2012,2013 & 2014 NPE = \$400,690										
	Design Engineering for Terminal Apron	Yes	CAAPCO	54	\$144,720	\$0	\$0	\$8,040	\$8,040	\$160,800	This involves design engineering for the Aircraft Apron. Design efforts for the Apron include full "build out" (is not dependent on anticipated available funds).
	Design Terminal building Site Work and Parking Lot	Yes	CATECO	45	\$58,860	\$0	\$0	\$3,270	\$3,270	\$65,400	This involves design engineering for the site improvements around the new terminal building, including new parking lot.
	Purchase Wetland Mitigation Credits	Yes	CATECO	47	\$45,000	\$0	\$0	\$2,500	\$2,500	\$50,000	Wetland mitigation credits will be required to offset wetlands displaced during the terminal area project.
	Architectural Design for Airport Terminal Building	Yes	CATECO	47	\$0	\$0	\$0	\$162,540	\$18,060	\$180,600	This project includes architectural design for the new airport terminal building. The terminal building is expected to be approximately 8,000 sqft
	Terminal Building Site Work & Auto Parking Lot Construction	Yes	CATECO	45	\$302,110	\$0	\$0	\$516,934	\$45,956	\$865,000	Developing the infrastructure around the terminal building will be necessary to accommodate the airport entrance road, auto parking lots, wetland mitigation area and other infrastructure such as water/sewer services.
	Terminal Apron Construction	Yes	CAAPCO	54	\$0	\$1,710,000	\$0	\$95,000	\$694,200	\$2,499,200	Construction of the terminal apron at midfield needs to occur simultaneously with the development of a new airport terminal area. Total cost reflects anticipated money available, and was not based on preliminary engineering layouts.
	Airport Terminal Building Construction	Yes	CATECO	47	\$0	\$0	\$0	\$1,800,000	\$29,400	\$1,829,400	This project includes architectural design for the new airport terminal building. The terminal building is expected to be approximately 8,000 sqft
2016	Carry forward 2015 NPE = \$0										
	Design for Rehabilitate Taxilane Pavements in North Hangar Area	Yes	RETWIM	66	\$9,900	\$0	\$0	\$550	\$550	\$11,000	The last pavement condition index (PCI) review indicated the pavement in the north hangar area to have a score of 19. Due to the relocation of the airport terminal, this project was postponed. However, by 2016, it is anticipated that this area will require attention. These pavements will still provide access to multiple hangars and overflow parking for the new terminal apron, so they need to be addressed.
	Construction for Rehabilitate Taxilane Pavements in North Hangar Area	Yes	RETWIM	66	\$98,100	\$0	\$0	\$5,450	\$5,450	\$109,000	The last pavement condition index (PCI) review indicated the pavement in the north hangar area to have a score of 19 . Due to the relocation of the airport terminal, this project was postponed. However, by 2016, it is anticipated that this area will require attention. These pavements will still provide access to multiple hangars and overflow parking for the new terminal apron, so they need to be addressed.
2017	Carry forward 2016 NPE = \$42,000										
	Design for Rehabilitation of Runway Lights and LED Lighting Improvements	Yes	RERWLI	70	\$37,800	\$0	\$0	\$2,100	\$2,100	\$42,000	Portions of the runway lighting circuit are over 20 years old. The system shorts often due to high ground water and has become unreliable. The proposed project is to completely rehab the lighting system and remove the primary cause of failure by sheeting water past lights and increasing the subsurface drainage into underdrains away from lighting circuits. LED improvements will prolong service life and reduce operating costs.
	Construction for Rehabilitation of Runway Lights and LED Lighting Improvements	Yes	RERWLI	70	\$150,000	\$433,200	\$0	\$32,400	\$32,400	\$648,000	Portions of the runway lighting circuit are over 20 years old. The system shorts often due to high ground water and has become unreliable. The proposed project is to completely rehab the lighting system and remove the primary cause of failure by sheeting water past lights and increasing the subsurface drainage into underdrains away from lighting circuits. LED improvements will prolong service life and reduce operating costs.
2018	Carry forward 2017 NPE = \$0										
	Design for Runway 8/26 Rehabilitation	NA	RERWIM	70	\$133,200	\$0	\$0	\$7,400	\$7,400	\$148,000	Runway 8/26 was last rehabilitated in 2001 and some sort of rehabilitation will likely be warranted by 2019. Design should be accomplished a year prior for better bidding and to allow time to study alternatives. The exact condition of the pavement at this future date is uncertain, so alternatives (Porous Friction Course (PFC) overlay, concrete white topping, etc.) should be studied and give the airport a cost benefit analysis of the available options for them to fully compare.
2019	Carry forward 2018 NPE = \$16,800										
	Runway 8/26 Rehabilitation	NA	RERWIM	70	\$150,000	\$0	\$1,948,800	\$116,600	\$116,600	\$2,332,000	Runway 8/26 was last rehabilitated in 2001 and some sort of rehabilitation will likely be warranted by 2019. The exact condition of the pavement at this future date is uncertain, so alternatives will be studied during the design phase. For this estimate, a 4" mill and fill was used as the preliminary rehabilitation method.

## West Michigan Airport Authority

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*Comprising City of Zeeland, Park Township and City of Holland*



December 8, 2014

Item 6.

**To:** West Michigan Airport Authority Board.  
**From:** Greg Robinson, Airport Authority Manager.  
**Subject:** Renewal of Management Agreement with City of Holland.

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Since the Authority's inception in 2007, it has operated with a Management Agreement with the City of Holland. Through this Agreement, the City has provided the Authority with the staff to conduct its activities, including financial services. The Authority does not have any full-time staff and, to date, the City has provided portions of various staff positions to meet the Authority's operational and capital project needs.

As of last July, the Authority entered into a contract with me to provide part-time Authority Manager services. I feel that the Authority has been very fortunate to have the quality of staff that the City has provided over the years. These are individuals that although they have numerous other responsibilities, have shown dedication to the Authority and always address Authority work in a timely, exceptional manner.

The Management Agreement with the City has expired and it is proposed that the Board enter into another Agreement with the City under similar terms. Attached to this report is the proposed Agreement. The primary terms are:

- A five year term. There is a six month termination clause by either party.
- Any references to the "Interim Period" have been eliminated. This "Interim Period" applied to the time between the creation of the Authority and the first vote to establish a millage.
- The Agreement acknowledges that the Authority may hire its own staff to handle its activities during the term of the Agreement.
- The Authority is responsible for applying for and receiving all airport grants.
- If the Authority maintains its own Manager, the City cannot make expenditures without the approval of this Manager.
- The activities to be performed have been summarized in Exhibit A.

The Operations Committee has reviewed this Agreement at an earlier meeting.

### **Recommendation**

The City of Holland has done a fine job providing staff support to the Airport Authority and it is recommended that the Authority Board approve the attached Management Agreement with the City of Holland.

Attachment: Management Agreement



## **MANAGEMENT AGREEMENT**

This Management Agreement dated \_\_\_\_\_, 2014, is between the **WEST MICHIGAN AIRPORT AUTHORITY**, a community airport authority under Act 206 of 1957 (the “Authority”) and the **CITY OF HOLLAND**, a Michigan municipal corporation of Ottawa and Allegan Counties (“Holland”).

### **Background**

Since 1986, Holland has owned and operated Tulip City Airport now known as the West Michigan Regional Airport (“Airport”), a community-based regional airport. Holland, Zeeland, and Park Townships have determined that it is in the best interest of their residents to form the Authority to provide airport services pursuant to Act 206 of the Public Acts of 1957 (“Act”). Due to the economies of scale and Holland’s historic operation of the existing Airport, the Authority and Holland desire to renew a management agreement for Holland to manage the Airport. For purposes of this Agreement, the Airport is defined and its operations are described in the Agreement to Form the West Michigan Airport Authority dated February 1, 2007 (“Formation Agreement”). Further, the parties acknowledge that the Interim Period referenced in the Formation Agreement has now expired and that the Fixed Base Operator Agreement has been assigned to the Authority.

Holland and the Authority therefore agree as follows:

### **Terms**

1. Airport Operation. The Authority shall contract with a Fixed Base Operator to provide the airport services related to the operation of the Airport (“FBO Agreement”). Holland

will manage and administer the Airport in accordance with the terms hereof and in accordance with those operations and functions independently managed and administered by Holland prior to the date thereof. The Authority may contract for airport services in accordance with competitive bid requirements applicable to the Authority or as otherwise required by law.

2. Term. This agreement shall terminate in five (5) years. The term of this agreement is further subject to earlier termination provided for in paragraph 22. Partial termination of this contract shall be permitted upon mutual agreement of the City and the Authority.

3. Airport Services to be Performed. Holland shall provide those services which are delineated on the attached **Exhibit A**. The Authority acknowledges that these services, or a portion thereof, shall or may be performed in accordance with the FBO Agreement.

4. Reserved.

5. Reserved.

6. Insurance.

(a) The Authority shall obtain insurance in amounts not less than existed under prior Restated Management Agreement against such risks as are customarily insured against for the operation of similar airport operations as follows:

(1) The Authority shall continuously carry general liability, and property and casualty insurance with respect to the Airport, in such amounts as shall be determined by the Authority and annually reviewed by the Authority for bodily injury or death and for property damage.

(2) Holland, Zeeland, and Park Township, its respective councils, boards, officers, employees, and agents shall be named as additional insureds

under such general liability and automotive liability insurance. All liability insurance shall be written on an occurrence basis, and not a claim basis. All insurance policies required by this paragraph shall be with insurance companies qualified under the laws of the State of Michigan to assume the risks undertaken and may be written with deductible amounts, co-insurance features and exceptions and exclusions comparable to those in similar policies for the operation of the Airport.

(3) On request, the Authority shall obtain and provide a party requesting a certificate of insurance to the effect that it is in full force and effect. Holland shall, upon request of any party, furnish copies of the original insurance policies to the requesting party. All insurance policies shall contain a provision that they are non-cancelable and not subject to material modifications by the insurer except upon thirty (30) day's written notice to all parties. At least ten (10) days prior to the expiration or cancellation of any policy required hereunder, the Authority shall furnish to all parties evidence satisfactory that such policy has been renewed or replaced by another policy.

(4) All insurance maintained by Tulip City Air Service, Inc. or any other subcontractor for the operation of the Airport shall name Holland, Zeeland, and Park Township, and the Authority and their respective councils, boards, officers, employees, and agents as additional insureds.

7. Grants. The Authority shall be responsible for applying for and receiving all grants benefitting the Authority. Holland shall maintain the Authority's grants in account(s) entitled the West Michigan Airport Authority Fund, which shall be held in segregated accounts

and shall be retained, managed, invested, and disbursed by Holland in accordance with applicable legal requirements. To the extent that the Authority pays grant monies to Holland for investment, such monies shall be invested by Holland, and any investment earnings shall inure to the benefit of the Authority.

8. Budget. The Authority shall submit its preliminary budget to the member municipalities on or before March of each fiscal year with the final proposed budget to be submitted on or before April of each year. Holland shall provide assistance in preparation of the Authority's preliminary budget if requested by the Authority.

9. Capital Expenditures. The Authority may proceed with such capital expenditures and improvements for the Airport as are reasonably necessary to maintain and operate the Airport. In the event of an emergency, Holland may proceed with necessary capital expenditures upon reporting to the Authority Manager.

10. Reports and Records. Holland shall provide the Authority with a monthly report of the operations of the Airport and the status of the budget for the current fiscal year. Holland shall make its books and records pertaining to the Airport available for the Authority's and the Member's inspection and audit, from time to time during reasonable business hours, as may be reasonably necessary to enable the Authority and the Members to verify the management, operation, and maintenance costs and charges billed to the Authority under this Agreement and to conduct a proper independent annual audit of the books. In the event the Authority or the Member(s) shall exercise its right to audit and inspect the books and records of Holland, all costs, expenses, and charges incurred for such audit and inspection shall be paid by the Authority or the Member(s) which shall include but not be limited to any and all administrative or staff time and expense incurred by Holland to comply with the audit and inspection request. The right

to audit or inspect the books and records shall not be exercised more than once in any calendar year; however, the conduct of the audit may be extended beyond the calendar year if necessary to permit a comprehensive audit.

11. *Reserved.*

12. Billable Charges. Holland shall bill the Authority on a monthly basis for all of its costs and expenses incurred in managing, operating, and maintaining the Airport. Holland's monthly statement of billable charges shall be sufficiently itemized to allow the Authority to reasonably review the billable charges of Holland. It is the intent of the parties that the Authority shall fully reimburse Holland for any and all costs, expenses, or charges incurred by Holland in managing, operating, and maintaining the Airport under this agreement, but that Holland shall receive no profit or gain on account of doing so. By way of illustration but not limitation, Holland's billable charges under this agreement shall include:

(a) All direct and indirect costs resulting from or pertaining to Holland's employment of sufficient personnel assigned to perform services required under this agreement, subject to approval of the Authority and appropriate state or federal regulators;

(b) An administrative fee which is intended by the parties as a reasonable allocation of the costs incurred or to be incurred by Holland for the time expended and services performed pursuant to this agreement by its administrative, human resource, purchasing, and business/accounting staff;

(c) Any and all insurance and related costs incurred by Holland pursuant to the requirements of this agreement, but only to the extent such costs would not otherwise be incurred by Holland for its other municipal operations;

(d) Reasonable and proportionate share of Holland's audit expenses to the extent that they involve Holland's performance under this agreement; and

(e) Any and all other costs, expenses, or charges incurred by Holland, from independent contractors, for fuels, materials, equipment, supplies, utilities, capital improvements, and for all other purposes resulting from the management, operation, and maintenance of the Airport.

(f) Any and all rental costs and expenses charged to the Authority by Holland pursuant to a Lease Agreement attached as **Exhibit B**.

Annually, Holland and the Authority shall review the terms and conditions of this Agreement regarding the allocation of billable charges pursuant to paragraph 12 hereof. In the event the terms of this paragraph fail to reimburse to Holland all of its costs, expenses, or charges incurred by Holland in managing and administering the Airport, Holland and the Authority shall amend and modify this paragraph to permit such reimbursement by the Authority to Holland. Such amendment shall be submitted to the Authority for the adoption of its annual budget pursuant to the terms and conditions of its Bylaws and the Act.

13. Authority Personnel. The Authority may hire its own employees and shall retain the ability to manage, control, hire and/or terminate such employees hired by the Authority. The Authority shall be responsible for the cost of wages, salaries, fringe benefit costs, including workers compensation, unemployment compensation, medical and life insurance premiums, retirement benefit deposits, and any related costs for the employees hired by the Authority.

14. City Personnel. Holland shall also provide the services of employees to the Authority, subject to reimbursement by the Authority to Holland. The Authority shall retain the



ability to manage, control, hire and/or terminate employees provided by Holland, to the extent such employees provide services for the Authority. Holland shall be responsible for the cost of wages, salaries, fringe benefit costs, including workers compensation, unemployment compensation, medical and life insurance premiums, retirement benefit deposits, and any related costs for the employees provided by Holland. The Authority shall reimburse Holland for the cost of wages, salaries, fringe benefit costs, including workers compensation, unemployment compensation, medical and life insurance premiums, retirement benefit deposits, and any related costs under the provisions of paragraph 12.

15. Audit of Authority Operations. Holland shall contract and provide for the Authority the audit as required by the Act, the Governmental Accounting Standards Board (the “GASB”), and all other applicable federal and state requirements. To the extent permitted by law and regulation, Holland shall provide the annual audit services to the Authority through the auditor selected by Holland for its municipal operations. In the event any statute or regulation shall prohibit the use of the same auditing firm as used by Holland, Holland shall be fully reimbursed for its administrative costs, expenses, or charges incurred by Holland in the annual audit process for the Authority, except that Holland shall receive no profit or gain on account of doing so.

16. Indemnification.

(a) The Authority and Holland agree to indemnify, defend, and hold harmless each other, their officials, officers, board members, employees, and agents from and against any liability, claim, or cause of action (the “Claims”) relating to this agreement. Notwithstanding, this indemnification shall not extend to Claims relating to the sole negligence of any party, their

officials, directors, employees, and agents. If a joint judgment is entered by any court or tribunal against Holland, its officials, directors, employees, and agents (collectively referred to as the “City Indemnified Parties”) and the Authority, its officials, directors, employees, and agents (collectively referred to as the “Authority Indemnified Parties”), allocation of the loss under such judgment to the City Indemnified Parties and the Authority Indemnified Parties shall be limited to the percentage of negligence or fault of one-party (or its officials, officers, board members, employees, or agents) and to the percentage of negligence or fault of the other party (or its officials, directors, employees, and agents ) in causing the injuries or damage for which the judgment was entered. The indemnification shall apply to the portion of such judgment attributable on a comparative basis to the negligence or fault of the City Indemnified Parties or the negligence or fault of the Authority’s Indemnified Parties in causing such injuries or damage, but shall not apply to attorney fees or other costs of defense incurred by the parties.

(b) This paragraph shall not be deemed to constitute a waiver of governmental immunity or any other defense or immunity which may be available to Holland or the Authority in defense of such claim, action, or liability.

17. Independent Contractor. Holland and the Authority acknowledge that Holland is acting as an independent contractor pursuant to this agreement. This contract shall not be construed as a joint venture between Holland and the Authority.

18. Default and Remedies. In the event of failure by any party to this agreement to perform its obligations under this agreement, the other parties shall have the power to seek such remedies as shall be available to them at law or in equity, including an action for mandamus. Prior to any party seeking to enforce the terms of this agreement, thirty (30) days notice of any default shall be given to the defaulting party with the opportunity to cure such default during the

notice period. The prevailing party or parties shall be entitled to all reasonable costs and expenses, including attorney fees, incurred in enforcing the obligation of any other party under this agreement. A “prevailing party” is defined according to Michigan Court Rule 2.625(B) as amended.

19. Inspection of Holland’s Books and Records. Subject to the provisions of paragraph 10 hereof, the Authority or any Member shall have the right upon prior reasonable notice, and their sole expense from time to time during reasonable business hours, to make inspection, photocopies, or audit of the records and books of the Airport. In the event the books and record of the Airport are maintained and stored in an electronic form by Holland and to the extent that production of such documents would not violate existing software licenses, Holland will produce the requested books and records in the electronic format at the Authority’s expense.

20. Necessity of Mutual Cooperation. Holland and the Authority agree to pledge their cooperation and assistance in supporting the objectives of the Airport, and the principles of operation and management as set forth in this agreement.

21. Force Majeure. In no event shall Holland be liable to the Authority for failure by Holland to perform any of its obligations under this agreement because of force majeure. As used in the preceding sentence, the term “force majeure” means any cause beyond the reasonable control of Holland, and which by reasonable efforts Holland is unable to overcome, including, without limitation: the acts of God; strikes; lockouts or other industrial disturbances; lack of funding for transportation services by Federal or State authorities; acts of public enemies; orders or the absence of necessary orders and permits of any kind, from the government of the United States or from the State of Michigan or any of their departments, agencies, or officials or from any civil or military authority; insurrections; riots; terrorist attacks; delays in transportation,

equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; unrest; war; civil disturbances; explosions; breakage or accident to machinery, equipment; breach of contract by any supplier, contractor, subcontractor, laborer or materialmen; or any other similar or dissimilar cause or event not reasonably within the control of Holland. In the event of any such force majeure, Holland shall exercise reasonable efforts to remove such force majeure with reasonable dispatch and resume services for the Airport.

22. Termination of Agreement.

(a) In addition to the provisions of paragraph 2 hereof, unless the parties agree otherwise, this agreement shall be terminated upon any of the following events:

(1) In the event the Authority or Holland adopts a resolution evidencing its intent to terminate this agreement, which resolution shall provide not less one hundred and eighty (180) days notice to the other party to this agreement to be effective; or

(2) 180 days from the date the qualified and registered electors do not pass the Millage as provided for in the Formation Agreement, and the requisite Member Units (other than Holland) do not provide revenue equal to and for the term of the Millage in their respective jurisdiction.

(b) Upon the occurrence of an event of termination, each of the parties to this agreement shall continue their respective duties and obligations until the effective date of termination. Holland shall continue to operate the Airport in the ordinary course of business until the effective date of termination. Holland may charge reasonable demobilization costs and expenses to the Authority incurred by Holland in the

termination of this Agreement. “Demobilization expenses” are defined as those expenses incurred by Holland to reduce or transfer services for the Airport, upon an event of termination, and shall include but shall not be limited to: public notification and awareness expenses, contract modification costs, including any cancellation fees with any subcontractor of Holland, computer modification costs, professional fees, and other incidental and necessary costs.

23. Amendment. The Authority shall have full discretion and authority in its operation and maintenance of the Airport. No required alteration, amendment, change, or addition to this agreement shall be binding on the parties unless reduced to writing and signed by all of the parties.

24. Complete Agreement. This agreement represents the complete agreement between the parties relating to the terms and conditions contained herein.

25. Assignment. Neither the Authority nor Holland shall transfer or assign its rights or obligations under this agreement without the written consent of the other party.

26. Binding Effect. This agreement shall be binding on the parties hereto and their successors, personal representatives, and assigns.

27. Severability. If any term or condition of this agreement is found to be void, invalid, or unenforceable, the validity or enforceability of the remaining terms and conditions shall not be affected or impaired and will continue in full force and effect.

28. Construction. The parties acknowledge that they and their counsel have reviewed this agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any exhibits or amendments hereto.

The parties have executed this Management Agreement on the day and year first above written.

Witnesses:

THE AIRPORT AUTHORITY

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

ITS: \_\_\_\_\_

“Authority”

Witnesses:

CITY OF HOLLAND

\_\_\_\_\_

BY: \_\_\_\_\_

Kurt Dykstra

\_\_\_\_\_

ITS: Mayor \_\_\_\_\_

BY: \_\_\_\_\_

Anna Perales

ITS: Deputy City Clerk \_\_\_\_\_

“Holland”

APPROVED AS TO FORM:  
CITY OF HOLLAND

By \_\_\_\_\_  
Ronald J. Vander Veen, City Attorney

Dated: \_\_\_\_\_, 2014

## **EXHIBIT A**

### **Airport Services to be Performed**

Holland shall provide the following services to the Authority:

1. Coordinate airport activities as determined appropriate by Holland, the Authority Manager and the Fixed Based Operator;
2. Coordinate and provide staff support to the Authority as determined appropriate by Holland and the Authority Manager;
3. Provide financial accounting and audit services for the Authority, including Accounts Payable and Accounts Receivable services and provision of annual audit services for Airport operations; and
4. Develop and coordinate community education and public relation activities.

**EXHIBIT B**

**Lease Agreement**



# ***WMAA MONTHLY FBO REPORT***

<b>Total Fuel Gallons Delivered</b>	<b>Current Month Nov-14 65,965</b>	<b>One Year ago Nov-13 41,880</b>	<b>Fiscal Year To Date 10/1/14- 9/30/15 142,176</b>	<b>F/Y to Date Compared 2014 42,233</b>
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<b>Transplant Flights</b>	<b>0</b>
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**Wings Of Mercy Flights**

<b>Freight Flights From/To Holland</b>	<b>1</b>
--	----------

<b>FREIGHT WEIGHT</b>	<b>230 lbs</b>
-----------------------	----------------

<b>NUMBER OF PARTS IF KNOWN</b>	<b>8 cartons</b>
---------------------------------	------------------

Notable Activities



## West Michigan Airport Authority

270 South River Avenue, Holland, MI 49423

P (616) 355-1310 F (616) 546-7056

Comprising City of Zeeland, Park Township and City of Holland

**DATE:** December 8, 2014

**SUBJECT:** WMAA Communications Committee Board Update

Page 1 of 2

Tier 1 (most important)

### UPDATE WEBSITE ON A CONTINUAL BASIS

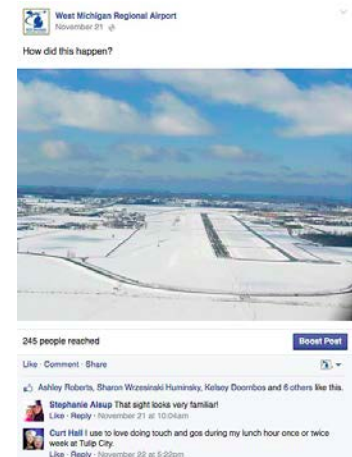
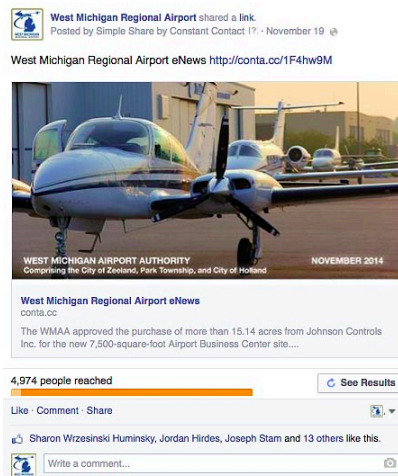
- Please check the new WMRA website for news and updates. ([www.WestMichiganRegionalAirport.com](http://www.WestMichiganRegionalAirport.com))

### SOCIAL NETWORKING

- WMRA's Facebook page is online listed as "West Michigan Regional Airport." Please take a moment to visit and "Like" the page, make a comment, and share with colleagues, friends and family.

The WMRA Facebook page has grown to 951 "Likes" (from 842 "Likes" last month).

Recent Facebook posts shown below



- WMRA's Twitter microblogging account is up and "Tweeting." Please join in and add your "Tweets."

Tier 2 (important)

### PRESS RELEASES/NEWS ARTICLES

- As needed.

### 2014 PARADES & EVENTS

- The WMRA Jet Float appeared in the **TULIP TIME MUZIEKPARADE** on Saturday, May 10 (fourth consecutive year). The float received a Director's Award from the Tulip Time Board in 2013.
- The **Wings of Mercy CareAffaire** fundraiser on August 23 was a great success with the highest attendance and donations. 100+ runners converged for the new 5K Runway, 500 breakfasts were served and 100 kids received free flights. In partnership with Holland TV, a new 2014 Wings of Mercy CareAffaire video is available. <http://youtu.be/1t-hLGC35vY>

## West Michigan Airport Authority

270 South River Avenue, Holland, MI 49423

P (616) 355-1310 F (616) 546-7056

*Comprising City of Zeeland, Park Township and City of Holland*



Page 1 of 2

- The crowd was huge even in 22 degree weather with a biting wind chill! Many parade watchers yelled, "Look its an airplane!" as the WMRA Jet Float continued its flight to the North Pole at **ZEELAND'S MAGICAL CHRISTMAS PARADE** on Monday, December 1.

### *2014 Zeeland's Magical Christmas Parade photots*



*Wow! Our very own hangar! Perhaps we need a mini hangar.*



### **PRESENTATIONS/SPEAKING ENGAGEMENTS**

- Please let a Communications Committee member know if a business or organization is interested in scheduling an airport presentation or speaking engagement.

TIER 3 *(less important)*

### **eNEWSLETTER**

- The WMRA eNews was released by email, Facebook and Twitter to approximately 1,000 contacts in November.

Please contact Karen if you have any questions or comments.

k.scholten@cityofholland.com O 616.355.1305 H 616.399.8509

*The West Michigan Airport Authority will provide the public with state-of-the-art global air access to strengthen the local economy and improve the area's quality of life.*



# Budget Performance Report

Fiscal Year to Date 12/03/14

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
<b>Fund Z01 - WMAA (Airport) General Fund</b>										
<b>REVENUE</b>										
Department <b>000 - General Revenues</b>										
400420.0	Prior Year Taxes MTT Adjustments	.00	.00	.00	.00	.00	.00	.00	+++	101.24
420502.23	Federal Grant FAA Entitlement-Capital	249,250.00	.00	249,250.00	.00	.00	.00	249,250.00	0	.00
420502.24	Federal Grant FAA Capital	15,350.00	.00	15,350.00	.00	.00	.00	15,350.00	0	34,372.93
430502.24	State Grant MDOT State Capital	1,210,300.00	.00	1,210,300.00	.00	.00	.00	1,210,300.00	0	20,453.28
450582.C	Contributions from Other Govts From City of Holland	104,813.00	.00	104,813.00	.00	.00	96,833.72	7,979.28	92	98,963.65
450582.P	Contributions from Other Govts From Park Township	90,000.00	.00	90,000.00	.00	.00	.83	89,999.17	0	90,267.60
450582.Z	Contributions from Other Govts From City of Zeeland	48,100.00	.00	48,100.00	.00	.00	51,433.24	(3,333.24)	107	47,797.62
460621.9	Fees-Agreements Emergency Services Fee	.00	.00	.00	.00	.00	.00	.00	+++	175.85
460654.1	Franchise Fees FBO Franchise Fees	22,200.00	.00	22,200.00	.00	.00	9,083.35	13,116.65	41	20,599.46
460654.5	Franchise Fees Fuel Flowage Fee	55,000.00	.00	55,000.00	.00	.00	25,249.35	29,750.65	46	63,367.81
460654.7	Franchise Fees Landing Fees	27,000.00	.00	27,000.00	.00	.00	10,354.75	16,645.25	38	23,759.68
480665.0	Investment Income General	4,000.00	.00	4,000.00	.00	.00	1,981.51	2,018.49	50	5,506.72
480665.X	Investment Income Market Adjustment	.00	.00	.00	.00	.00	.00	.00	+++	2,554.64
480669.24	Rental Hangar Land Lease	86,000.00	.00	86,000.00	.00	.00	74,113.28	11,886.72	86	91,001.23
480669.25	Rental Agricultural Land Lease	11,400.00	.00	11,400.00	.00	.00	.00	11,400.00	0	11,129.04
480669.26	Rental T-Hangars	55,000.00	.00	55,000.00	.00	.00	17,360.00	37,640.00	32	56,540.00
Department <b>000 - General Revenues Totals</b>		<b>\$1,978,413.00</b>	<b>\$0.00</b>	<b>\$1,978,413.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$286,410.03</b>	<b>\$1,692,002.97</b>	<b>14%</b>	<b>\$566,590.75</b>
Department <b>541 - Airport Business Center Project</b>										
490675.AIR	Private Donations WMAA - Airport	.00	.00	.00	.00	.00	7,500.00	(7,500.00)	+++	.00
Department <b>541 - Airport Business Center Project Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,500.00</b>	<b>(\$7,500.00)</b>	<b>+++</b>	<b>\$0.00</b>
<b>REVENUE TOTALS</b>		<b>\$1,978,413.00</b>	<b>\$0.00</b>	<b>\$1,978,413.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$293,910.03</b>	<b>\$1,684,502.97</b>	<b>15%</b>	<b>\$566,590.75</b>
<b>EXPENSE</b>										
Department <b>540 - Airport Operations</b>										
710701.3	Payroll-Regular Allocated	61,400.00	.00	61,400.00	.00	.00	.00	61,400.00	0	60,630.00
710707.0	Payroll-Temporary Help General	.00	.00	.00	.00	.00	5,355.00	(5,355.00)	+++	.00
710707.8	Payroll-Temporary Help Allocated	13,000.00	.00	13,000.00	.00	.00	.00	13,000.00	0	13,138.83
712715	Employer FICA/Medicare Contribution	.00	.00	.00	.00	.00	409.66	(409.66)	+++	.00
721730.0	Postage General	100.00	.00	100.00	.00	.00	.00	100.00	0	6.50
721740.CAP	Operating Supplies Controlled Items-Capital Type	.00	.00	.00	.00	.00	681.14	(681.14)	+++	.00
721905.0	Photocopies/In-House Printing General	100.00	.00	100.00	.00	.00	1.61	98.39	2	30.27
721931.0	Bldg & Grnds Maint General	15,000.00	.00	15,000.00	.00	6,135.00	4,421.00	4,444.00	70	6,292.00
721933.0	Equipment Maintenance General	18,000.00	.00	18,000.00	.00	.00	8,192.00	9,808.00	46	21,030.50
722801.9010	Contr-Printing/Promo Advertising/Promotional	30,000.00	.00	30,000.00	.00	.00	1,412.98	28,587.02	5	19,679.82
722804.0	Contractual-Legal General	5,000.00	.00	5,000.00	.00	.00	7,614.03	(2,614.03)	152	2,823.02
722805.1	Contractual-Finance Independent Audit	6,200.00	.00	6,200.00	.00	.00	5,500.00	700.00	89	6,500.00
722805.4	Contractual-Finance Financial Service Fees	.00	.00	.00	.00	.00	110.15	(110.15)	+++	248.72
722807.2	Contractual-Architect/Engineer Plan Development	.00	.00	.00	.00	.00	.00	.00	+++	194.88
722807.5	Contractual-Architect/Engineer Engineering	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	500.00



# Budget Performance Report

Fiscal Year to Date 12/03/14

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
<b>Fund Z01 - WMAA (Airport) General Fund</b>										
<b>EXPENSE</b>										
<b>Department 540 - Airport Operations</b>										
722808.MOW	Contr-Bldgs&Grnds Mowing	25,000.00	.00	25,000.00	.00	.00	13,331.75	11,668.25	53	23,507.13
722808.MTCE	Contr-Bldgs&Grnds Maintenance-General Repairs	17,000.00	.00	17,000.00	.00	.00	7,164.08	9,835.92	42	24,712.06
722808.SNOW	Contr-Bldgs&Grnds Snowplowing	55,000.00	.00	55,000.00	.00	.00	.00	55,000.00	0	82,174.88
722809.61	Contractual-Misc Contract-Management Services	32,000.00	.00	32,000.00	.00	.00	11,366.69	20,633.31	36	25,990.00
722809.62	Contractual-Misc Airport Manager-Tulip City Air	4,000.00	.00	4,000.00	.00	.00	1,236.56	2,763.44	31	3,122.99
723850.0	Communications Telephone	300.00	.00	300.00	.00	.00	103.72	196.28	35	300.07
723860.0	Travel, Conf, Seminars General	1,000.00	.00	1,000.00	.00	.00	203.92	796.08	20	942.71
723910.0	Commercial Insurance Premiums General	19,700.00	.00	19,700.00	.00	.00	19,276.00	424.00	98	18,726.00
723920.GATE	Public Utilities Fence Gates	350.00	.00	350.00	.00	.00	180.56	169.44	52	282.37
723920.LAND	Public Utilities Landing Lights & System	4,500.00	.00	4,500.00	.00	.00	1,387.33	3,112.67	31	3,833.98
723920.PLOT	Public Utilities Parking Lot Lights	750.00	.00	750.00	.00	.00	318.70	431.30	42	605.53
723920.RUNW	Public Utilities Runway Lights	3,500.00	.00	3,500.00	.00	.00	2,034.27	1,465.73	58	4,084.19
723920.THAN	Public Utilities T-Hangars	2,500.00	.00	2,500.00	.00	.00	953.86	1,546.14	38	2,954.67
723955.0	Misc. General	2,200.00	.00	2,200.00	.00	.00	990.22	1,209.78	45	1,386.42
723961.0	Dues & Subscriptions General	.00	.00	.00	.00	.00	295.00	(295.00)	+++	70.00
723962.0	Assessments & Taxes General	.00	.00	.00	.00	.00	773.36	(773.36)	+++	.00
723963.2	Write-Offs W/O Uncoll Property Taxes	.00	.00	.00	.00	.00	.00	.00	+++	(35.87)
723964.2	Refunds Property Tax Prior Years	.00	.00	.00	.00	.00	3.53	(3.53)	+++	25.46
730971.0	Land General	944,000.00	.00	944,000.00	.00	.00	.00	944,000.00	0	.00
730974.0	Land Improvements General	.00	.00	.00	.00	.00	.00	.00	+++	75,412.18
730975.0	Buildings & Structures General	641,000.00	.00	641,000.00	.00	.00	.00	641,000.00	0	3,600.00
730980.0	Office Equipment/Furniture General	.00	.00	.00	.00	.00	125.74	(125.74)	+++	.00
770956.0	Contingency General	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
Department 540 - Airport Operations Totals		\$1,912,600.00	\$0.00	\$1,912,600.00	\$0.00	\$6,135.00	\$93,442.86	\$1,813,022.14	5%	\$402,769.31
<b>EXPENSE TOTALS</b>		<b>\$1,912,600.00</b>	<b>\$0.00</b>	<b>\$1,912,600.00</b>	<b>\$0.00</b>	<b>\$6,135.00</b>	<b>\$93,442.86</b>	<b>\$1,813,022.14</b>	<b>5%</b>	<b>\$402,769.31</b>
<b>Fund Z01 - WMAA (Airport) General Fund Totals</b>										
<b>REVENUE TOTALS</b>		<b>1,978,413.00</b>	<b>.00</b>	<b>1,978,413.00</b>	<b>.00</b>	<b>.00</b>	<b>293,910.03</b>	<b>1,684,502.97</b>	<b>15</b>	<b>566,590.75</b>
<b>EXPENSE TOTALS</b>		<b>1,912,600.00</b>	<b>.00</b>	<b>1,912,600.00</b>	<b>.00</b>	<b>6,135.00</b>	<b>93,442.86</b>	<b>1,813,022.14</b>	<b>5</b>	<b>402,769.31</b>
<b>Fund Z01 - WMAA (Airport) General Fund Totals</b>		<b>\$65,813.00</b>	<b>\$0.00</b>	<b>\$65,813.00</b>	<b>\$0.00</b>	<b>(\$6,135.00)</b>	<b>\$200,467.17</b>	<b>(\$128,519.17)</b>		<b>\$163,821.44</b>
<b>Grand Totals</b>										
<b>REVENUE TOTALS</b>		<b>1,978,413.00</b>	<b>.00</b>	<b>1,978,413.00</b>	<b>.00</b>	<b>.00</b>	<b>293,910.03</b>	<b>1,684,502.97</b>	<b>15</b>	<b>566,590.75</b>
<b>EXPENSE TOTALS</b>		<b>1,912,600.00</b>	<b>.00</b>	<b>1,912,600.00</b>	<b>.00</b>	<b>6,135.00</b>	<b>93,442.86</b>	<b>1,813,022.14</b>	<b>5</b>	<b>402,769.31</b>
<b>Grand Totals</b>		<b>\$65,813.00</b>	<b>\$0.00</b>	<b>\$65,813.00</b>	<b>\$0.00</b>	<b>(\$6,135.00)</b>	<b>\$200,467.17</b>	<b>(\$128,519.17)</b>		<b>\$163,821.44</b>

City of Holland  
**Payment Batch Register**  
 Bank Account: CITY AP - PAYABLES ACCOUNT  
 Batch Date: 11/13/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: CITY AP - PAYABLES ACCOUNT</b>					
Check	11/13/2014	22840 Accounts Payable	BREMER & BOUMAN HTG & CLG. INC		1,915.00
Check	11/13/2014	22841 Accounts Payable	COUNTY OF OTTAWA TREASURER		3.53
Check	11/13/2014	22842 Accounts Payable	DEANNE BUCKLAND		349.53
Check	11/13/2014	22843 Accounts Payable	FENCE CONSULTANTS OF WEST MICHIGAN INC		1,996.00
Check	11/13/2014	22844 Accounts Payable	HARRIS AIRPORT SYSTEMS		4,000.00
Check	11/13/2014	22845 Accounts Payable	HOLLAND BOARD OF PUBLIC WORKS		105.38
Check	11/13/2014	22846 Accounts Payable	HOLLAND BOARD OF PUBLIC WORKS		510.00
Check	11/13/2014	22847 Accounts Payable	TULIP CITY AIR SERVICE INC		1,685.79
Check	11/13/2014	22848 Accounts Payable	ZEELAND FESTIVALS		15.00
CITY AP PAYABLES ACCOUNT Totals:			Transactions: 9		<u>\$10,580.23</u>
Checks:		9	\$10,580.23		

City of Holland  
**Payment Batch Register**  
 Bank Account: CITY AP - PAYABLES ACCOUNT  
 Batch Date: 11/12/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: CITY AP - PAYABLES ACCOUNT</b>					
Check	11/13/2014	22840 Accounts Payable	BREMER & BOUMAN HTG & CLG. INC		1,915.00
	Invoice	Date	Description		Amount
		14402	11/04/2014	INSTALL DAIKIN 80% EFFICIENT SINGLE STAGE GAS FURNACE	1,915.00
Check	11/13/2014	22841 Accounts Payable	COUNTY OF OTTAWA TREASURER		3.53
	Invoice	Date	Description		Amount
		20254	10/10/2014	AIRPORT - TAX ADJUSTMENTS	3.53
Check	11/13/2014	22842 Accounts Payable	DEANNE BUCKLAND		349.53
	Invoice	Date	Description		Amount
		2015-00002063	11/13/2014	AIRPORT - REPLENISH PETTY CASH	349.53
Check	11/13/2014	22843 Accounts Payable	FENCE CONSULTANTS OF WEST MICHIGAN INC		1,996.00
	Invoice	Date	Description		Amount
		35276	10/28/2014	FURNISH & INSTALL APPROX 370' OF NEW BOTTOM RAIL EXISTING FENCE	1,996.00
Check	11/13/2014	22844 Accounts Payable	HARRIS AIRPORT SYSTEMS		4,000.00
	Invoice	Date	Description		Amount
		49	10/30/2014	AIRPORT - QUARTERLY MAINTENANCE FEE	4,000.00
Check	11/13/2014	22845 Accounts Payable	HOLLAND BOARD OF PUBLIC WORKS		105.38
	Invoice	Date	Description		Amount
		2015-00002005	10/30/2014	AIRPORT - ACCT #77524493-01	105.38
Check	11/13/2014	22846 Accounts Payable	HOLLAND BOARD OF PUBLIC WORKS		510.00
	Invoice	Date	Description		Amount
		028310	10/22/2014	2 PORTS ON THE CHARGE POINT NETWORK FOR ELECTRIC	510.00
Check	11/13/2014	22847 Accounts Payable	TULIP CITY AIR SERVICE INC		1,685.79
	Invoice	Date	Description		Amount
		18750	10/31/2014	AIRPORT - OCTOBER SERVICES	1,685.79
Check	11/13/2014	22848 Accounts Payable	ZEELAND FESTIVALS		15.00
	Invoice	Date	Description		Amount
		2015-00002112	11/13/2014	AIRPORT - PARADE ENTRY FEE	15.00

City of Holland  
**Payment Batch Register**  
Bank Account: CITY AP - PAYABLES ACCOUNT  
Batch Date: 11/12/2014

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
CITY AP PAYABLES ACCOUNT Totals:				Transactions: 9		\$10,580.23
	Checks:	9		\$10,580.23		



City of Holland  
**Payment Batch Register**  
 Bank Account: CITY AP - PAYABLES ACCOUNT  
 Batch Date: 11/13/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: CITY AP - PAYABLES ACCOUNT</b>					
Check	11/13/2014	22840 Accounts Payable	BREMER & BOUMAN HTG & CLG. INC		1,915.00
Check	11/13/2014	22841 Accounts Payable	COUNTY OF OTTAWA TREASURER		3.53
Check	11/13/2014	22842 Accounts Payable	DEANNE BUCKLAND		349.53
Check	11/13/2014	22843 Accounts Payable	FENCE CONSULTANTS OF WEST MICHIGAN INC		1,996.00
Check	11/13/2014	22844 Accounts Payable	HARRIS AIRPORT SYSTEMS		4,000.00
Check	11/13/2014	22845 Accounts Payable	HOLLAND BOARD OF PUBLIC WORKS		105.38
Check	11/13/2014	22846 Accounts Payable	HOLLAND BOARD OF PUBLIC WORKS		510.00
Check	11/13/2014	22847 Accounts Payable	TULIP CITY AIR SERVICE INC		1,685.79
Check	11/13/2014	22848 Accounts Payable	ZEELAND FESTIVALS		15.00
CITY AP PAYABLES ACCOUNT Totals:			Transactions: 9		<u>\$10,580.23</u>
Checks:		9	\$10,580.23		



## **West Michigan Airport Authority**

### **2015 Meeting Schedule**

The West Michigan Airport Authority meets on the 2<sup>nd</sup> Monday of each month at 11:30 a.m. at various locations in the City of Holland, Park Township, and City of Zeeland. For more information, please contact the Holland City Manager's Office at (616) 355-1310.

January 12	Howard Miller Library & Community Center, 14 S. Church Street (Zeeland)
February 9	Park Township Offices, 52 - 152nd Avenue
March 9	Westshore Aviation, 1585 S. Washington (Holland)
April 13	Howard Miller Library & Community Center, 14 S. Church Street (Zeeland)
May 11	Park Township Offices, 52 - 152nd Avenue
June 8	Westshore Aviation, 1585 S. Washington (Holland)
July 13	Howard Miller Library & Community Center, 14 S. Church Street (Zeeland)
August 10	Park Township Offices, 52 - 152nd Avenue
September 14	Westshore Aviation, 1585 S. Washington (Holland)
October 12	Howard Miller Library & Community Center, 14 S. Church Street (Zeeland)
November 9	Park Township Offices, 52 - 152nd Avenue
December 14	Westshore Aviation, 1585 S. Washington (Holland)

270 South River Avenue  
Holland, MI 49423  
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