

West Michigan Airport Authority

Meeting Agenda

October 13, 2014

11:30am – 1:00pm

Howard Miller Library & Community Center, 14 S. Church Street (Zeeland)

1. Public Comments.
2. Consideration of the September 8, 2014 Meeting & Closed Session Minutes. (Action Required)
3. Closed Session to Discuss Property Acquisition. (Action may be requested following the closed session.)
4. Contract for Final Design and Construction Drawings for New Airport Business Center. (Action Required).
5. Fiscal Year 2014 Audit Proposal. (Action Required)
6. Communications Committee Update & Presentation of New Website.
7. FBO Report.
8. Monthly Budget and Investment Report. (Accept as Information)
9. Other Business: November 14, 2014, MAP meeting at 10:00 a.m.
10. Next meeting: November 10, 2014, 11:30 a.m., at Park Township Offices.
11. 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
September 8, 2014**

The West Michigan Airport Authority Board met at the Westshore Aviation Offices.

Present: Authority Members Klunder, Klynstra, Wickmann, Matthyse, Whiteman, Wiersma, Student Assistant VanderKolk and Ex-Officio Member Disselkoen.

Absent: Toscano, Martin, Hoogland, Ex-Officio Member Storey, FBO Ludema and Student DeLeau.

Others Present: 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 Westshore Aviation for serving as host for the meeting.

14.09.01 Public Comments

There were no public comments expressed at this meeting.

14.09.02 Consideration of the August 11, 2014 Regular & Closed Session Minutes

It was moved by Wickmann and supported by Matthyse to approve the August 11, 2014 regular and closed session minutes as presented. This motion was unanimously adopted.

14.09.03 Memorandum of Understanding (MOU) with Palisades Nuclear Plant

Mr. Robinson introduced Ms. Diana Fried, Palisades ERO Logistics Lead, to the Board. Ms. Fried explained that new federal regulations require nuclear power plants in the U.S. to have one staging area on-site and two off-site. Palisades needs a staging area that is at least 30 miles to the north of the plant. Ms. Fried has met with Airport Manager Robinson, FBO Ron Ludema, and the Operations Committee to review the potential logistical needs and all feel that the West Michigan Regional Airport meets these needs. All parties will seek to reduce any operational impact upon the airport during an event, but it should be recognized that there could be an impact on operations during such an emergency. The West Michigan Regional Airport is a public airport and the MOU would allow the airport to be used to serve the West Michigan community in a time of need.

It was moved by Matthyse and supported by Wickmann to approve the Memorandum of Understanding with Entergy Nuclear Operations, Inc., as agent for the Entergy Nuclear Palisades, to establish the West Michigan Regional Airport as a staging area in the event that the Palisades Nuclear Plant would experience an emergency event. This motion was unanimously adopted.

14.09.04 Communications Committee Update

The Wings_of Mercy CareAffaire fundraiser was held on Saturday, August 23. This year's event was bigger and better than ever with apparent record attendance. Airplane and helicopter rides, a Runway 5K run, a silent auction and a benefit pancake breakfast were part of the festivities. It was a great opportunity to celebrate what Wings of Mercy and the Airport can do together to serve medical needs in this community.

Ms. Scholten noted that the Airport Authority float will not be at the Zeeland Pumpkinfest Parade, but will be at the Zeeland Magical Holiday Parade.

This report was accepted as information.

14.09.05 FBO Report

Due to the absence of Mr. Ludema, Mr. Robinson stated that the report was included in the packet and he highlighted that: Fuel sales were down somewhat in August 2014 as compared to August 2013. Last month the sales were up as compared to a year ago, but are down almost 17,000 gallons compared to last fiscal year. This report was accepted as information.

14.09.06 Monthly Budget & Investment Report

It was moved by Wickmann and supported by Wiersma to accept the monthly budget and investment report as presented. This motion was unanimously adopted

14.09.07 Other Business: Resignation of Board Member Bruce Wickmann.

Board member Bruce Wickmann announced that he is resigning from the Board as he is moving from Park Township. Chairperson Klunder on behalf of the West Michigan Airport Authority Board presented Mr. Wickmann with a plaque of appreciation from the Board for his dedicated work with the Authority. Mr. Wickmann was acknowledged for the value he brought to the Board and to the Building & Development Committee. Mr. Wickmann will remain a member of the Building & Development Committee.

14.09.08 Motion to go into Closed Session to Discuss Property Acquisition

It was moved by Wiersma and supported by Matthyse to go into a closed session to discuss property acquisition. This motion was unanimously adopted by roll call vote.

14.09.09 Next Meeting: October 13, 2014, 11:30am at Howard Miller Library & Community Center (Zeeland).

14.09.10 Adjournment

There being no further business, the meeting was adjourned at 12:35 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



October 13, 2014

Report 3.

To: West Michigan Airport Authority Board.
From: Greg Robinson, Airport Authority Manager.
Subject: Property Acquisition for New Airport Business Center.

The West Michigan Airport Authority Board and staff have been assembling the funding necessary to build a new Airport Business Center to replace the existing airport office building. The existing office building is in a deteriorating condition, is too small to accommodate the functions required for an airport of this size, and in no way portrays the economic health of this area. The West Michigan Regional Airport offers a first impression of the Holland/Zeeland community and the Authority owes it to this community to provide a building that reflects the vitality of this area.

To this end, the Authority has been working with property owners, the Michigan Department of Transportation (MDOT) Airports Division, potential contributors, airport consultant Mead & Hunt and state representatives to raise the funds necessary for such a project. The project is more than the building itself, it also involves a new, expanded aircraft apron area to handle the larger aircraft using this airport than when it was originally designed, and the associated infrastructure for these projects.

Attached to this report is the proposed budget for all aspects of this project. Not all of the necessary funds have been raised. The Authority needs to raise additional monies in order to construct an apron large enough to accommodate the types of aircraft using the airport today. The Authority's Building & Development Committee continues to approach potential contributors to complete the total desired funding. There will also be a general community fund raising effort to offer broader support for the project.

It is proposed that the new airport business center, apron and infrastructure be located immediately east of the existing Geurink Boulevard. This will place these facilities near the center of the airport, rather than at one end or the other. In order to accomplish this location, additional property must be acquired. The Authority has been negotiating with Johnson Controls (JCI) for the purchase of 15.14 acres immediately north of the airport. MDOT has been involved in these negotiations as well in that they will fund 95% of the purchase price. A purchase price of \$500,000 has been agreed to (\$33,025 per acre). This price was reached after an appraisal was conducted and a third-party review of this appraisal.

A condition of this purchase required by JCI is that the City of Holland purchase Regent Boulevard for \$1. This Boulevard needs about \$350,000 in improvements to bring it to City standards and the adjacent property owners, including the Airport Authority, will be assessed for this amount. The adjacent property owners have agreed to this in recognition of the value of this road to access of their properties and potential future development. The City has approved the purchase of Regent Boulevard and has begun the assessment process for the improvements.

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The Authority's share of the improvement cost is estimated to be about \$61,000. This cost has been included in the attached project budget for a total Airport Authority share of \$86,000 for this property purchase.

Another aspect of this purchase is that MDOT has typical language in its purchase documents to the effect that the current owner will be responsible for any future environmental liability due to any contamination on this property prior to the sale. JCI objects to this language because this is not typical language for their property sales and that a Phase 1 environmental analysis has not revealed any environmental concerns. This property has only been used for agricultural purposes.

The Authority's attorney, Andy Mulder, and I have discussed this Phase 1 analysis with the preparer (Driesenga & Assoc.) and do not feel that there are environmental contamination concerns. MDOT is requiring that the Authority Board acknowledge this and that it will accept responsibility for any future environmental liability resulting for possible contamination. Actually, a "clean" Phase 1 does protect the Authority in that it did conduct its due diligence at the time of purchase. Also attached to this report is the letter in this regard that needs Board approval.

The Michigan Aeronautics Commission needs the Authority Board to approve this purchase by October 15, 2014 in order to be considered for funding at its November 19 meeting.

Recommendation

It is recommended that the Airport Authority Board:

1. Approve the purchase of 15.14 acres from JCI as described in this report;
2. That the Board authorize Chairperson Tim Klunder to sign the environmental letter;
3. That this purchase is subject to MDOT approving a grant for 95% of the purchase price; and
4. That the Board approve the attached Airport Business Center project budget.

Attachments

Aerial photo of property
Airport Business Center Project Budget
Purchase Agreement with JCI
Environmental letter

SETTLEMENT OFFER FEE ACQUISITION

5/12

Date: 5/2/14	Project No.: West Michigan Regional Airport	Item No.:
Job No.:	Parcel No.: 37	Offer Date: 4/9/14

The West Michigan Regional Airport Authority, the owner(s) and operator(s) of the West Michigan Regional Airport, hereinafter referred to as PURCHASER, makes the following offer to the following property owner(s), hereinafter referred to as SELLER:

Property Owner(s): Johnson Controls Interiors L.L.C., a Michigan limited liability company f/k/a Prince L.L.C. of Michigan, a Michigan limited liability company

Address: 45000 Helm Street, Suite 200, Plymouth, Michigan 48170

Street City State Zip

Other Interests (specify type):

All easements, hereditaments and appurtenances associated with the subject real estate.

The PURCHASER intends to acquire the fee simple interest in property bounded and described as follows:

(See Attached Page 4)

The property address is commonly known as: 120 Regent Boulevard, Holland, MI 49423 (See Property Description on Page 4 of this Settlement Offer)

IMPROVEMENTS: This SETTLEMENT OFFER includes the following inventory of all buildings, fixtures, structures, trees, and other improvements: ☐ Applicable ☒ Non-Applicable

SETTLEMENT PRICE: The PURCHASER hereby offers the SELLER the sum of \$ 500,000.00, and the SELLER agrees to deliver to the PURCHASER a Warranty Deed clear of encumbrances but subject to: (i) easements, restrictions, interests and reservations of record; (ii) rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes; (iii) taxes and assessments not yet due and payable; (iv) rights of third parties in any fluid minerals and gas; (v) any matters that would be shown by an accurate land title survey prepared in accordance with the latest standards approved by the American Land Title Association and the American Congress of Surveying and Mapping; (vi) any matter disclosed by the survey sketch prepared by Nederveld, Inc., dated 3/15/14, Project No. 14200160 (a copy of which survey sketch is attached to this Settlement Offer as **Exhibit A**); and (vii) matters disclosed in the Informational Title Commitment prepared by Transnation Title Agency of Michigan with an effective date of June 27, 2014 (a copy of which ALTA Informational Title Commitment is attached to this Settlement Offer as **Exhibit B**). The exceptions delineated in (i)-(vii) shall be removed at closing contingent upon the issuance of a Seller's/Warrantor's ALTA Policy of Title Insurance issued by TransNation Title Agency of Michigan insuring the exceptions noted above. The cost of the Seller's/Warrantor's ALTA Policy of Title Insurance shall be paid by the Seller.

RELOCATION ASSISTANCE: The settlement price may not reflect any consideration of or allowance for any relocation assistance and payments which the SELLER is entitled to receive under Title II of the Uniform Act or for any agreement by the PURCHASER to pay certain settlement costs.

TERMS: This Offer will expire 90 days after the date of presentation. The SELLER agrees that this SETTLEMENT OFFER may be withdrawn by the PURCHASER if the PURCHASER receives any environmental assessment report indicating that the property or its contents is in a condition which, in the sole opinion of the PURCHASER is not acceptable. Seller's obligations under this Settlement Offer are contingent upon Seller obtaining approval of this Settlement Offer from one of its operational vice presidents.

MINERAL RIGHTS: Fluid mineral and gas rights are ☒ included ☐ not included. Such mineral and gas rights shall be conveyed by SELLER to PURCHASER pursuant to the Warranty Deed delineated above and subject to the issuance of the Seller's/Warrantor's ALTA Policy of Title Insurance.

OCCUPANCY: The PURCHASER will become the record owner of the property upon and after closing and shall be entitled to possession thereof at closing.

RISK OF LOSS: Risk of loss shall remain with the SELLER until the said Warranty Deed has been delivered to PURCHASER. In the event the premises shall be damaged by fire or other casualty prior to the time of closing, in an amount of not more than 10% of the total purchase price, the SELLER shall be obligated to repair the same before the date herein provided for delivery of said covenant deed. In the event such damage cannot be repaired within such time or if damage shall exceed such sum, the PURCHASER shall be entitled to all of the insurance proceeds payable to SELLER resulting from such damage.

ESCROW AGENT: The SELLER agrees that Transnation Title Agency of Michigan, 921 N. Division Avenue Grand Rapids, Michigan 49503 will act as escrow agent in closing this SETTLEMENT OFFER, who will deduct from the proceeds all sums necessary to satisfy and discharge all liens, encumbrances, and taxes and secure and record the instruments sufficient to vest an unencumbered title in the name of the PURCHASER, subject to Permitted Encumbrances.

TAXES: Seller shall pay all real estate and personal property taxes and special assessments with respect to the property that first become due and payable on or before the closing date, prorated as provided below. Taxes and assessments shall be prorated to the closing date as provided in Section 211.2 of the Michigan Compiled Laws (Act 288, P.A. 1966), as if paid in advance for the twelve (12) month period succeeding the date they first are billed and become due and payable. Buyer shall be responsible for all other taxes and assessments, including, without limitation, deferred assessments, frontage charges, trunkage charges, and lateral fees with respect to the property.

CLOSING: The closing shall take place after all contingencies have been satisfied and all the necessary documents have been prepared, on a date and at a location specified by Seller on at least five (5) days advance notice, but no later than February 15, 2015.

DEFAULT: If Purchaser defaults in Purchaser's obligations so that the purchase contemplated by this Settlement Offer is not closed, then Seller may terminate this Settlement Offer by notice to Purchaser, in which case neither party shall have any further liability to the other under this Settlement Offer except under provisions of this Settlement Offer that specifically survive its termination. Alternatively, Seller may elect to have specific performance of this Settlement Offer or claim against Purchaser for Seller's damages. If Seller defaults in Seller's obligations under this Settlement Offer so that the purchase contemplated by this Settlement Offer is not closed, then as Purchaser's only remedy, Purchaser may terminate this Settlement Offer by notice to Seller, in which case neither party shall have any further liability to the other under this Settlement Offer except under provisions of this Settlement Offer that specifically survive its termination.

NO WARRANTIES: EXCEPT AS EXPRESSLY SET FORTH IN THIS SETTLEMENT OFFER AND THE WARRANTY DEED TO BE DELIVERED AT CLOSING, AND AS A MATERIAL PART OF THE CONSIDERATION FOR THIS SETTLEMENT OFFER, PURCHASER IS ACQUIRING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, AND ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER (EXCEPT FOR THE LIMITED WARRANTY OF TITLE REGARDING THE PROPERTY AS SET FORTH ABOVE), WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT OR HAZARDOUS MATERIALS ON OR ABOUT THE PROPERTY, (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY, (iii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY INTEND TO CONDUCT THEREON, (iv) THE COMPLIANCE OF OR BY THE PROPERTY OR THEIR OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, AND BUILDING AND FIRE CODES, (v) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (vi) THE MANNER OR QUALITY OF THE CONSTRUCTION OF OR MATERIALS UTILIZED IN THE PROPERTY, (vii) THE STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (viii) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY AND PURCHASER SHALL NOT SEEK RECOURSE AGAINST SELLER ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY PURCHASER WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (i) THROUGH (viii) ABOVE. PURCHASER ACKNOWLEDGES HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED ON BEHALF OF SELLER OR ANY STATEMENT, REPRESENTATION OR OTHER ASSERTION MADE BY SELLER WITH RESPECT TO THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN MADE OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY OR ON BEHALF OF SELLER CONCERNING THE PROPERTY AND SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH ARE AN INTEGRAL PORTION OF THIS SETTLEMENT OFFER AND THAT SELLER WOULD NOT AGREE TO SELL THE PROPERTY TO PURCHASER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH.

WITNESS:

PURCHASER (Airport Owner or Designated Agent):

WEST MICHIGAN AIRPORT AUTHORITY

By: _____

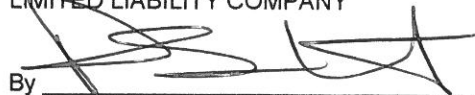
Its: _____

Date: _____

The above SETTLEMENT OFFER is expressly understood and the terms and conditions are agreed to:

SELLER (PROPERTY OWNER):

JOHNSON CONTROLS INTERIORS L.L.C., A MICHIGAN
LIMITED LIABILITY COMPANY

By:  _____

Its Group VP _____

Date: 10-8-2014 _____

Property Tax Code:

Parcel No.:

PROPERTY DESCRIPTION:

Parcel 2 as shown on Nederveld Survey, attached on page 5, legally described as follows:

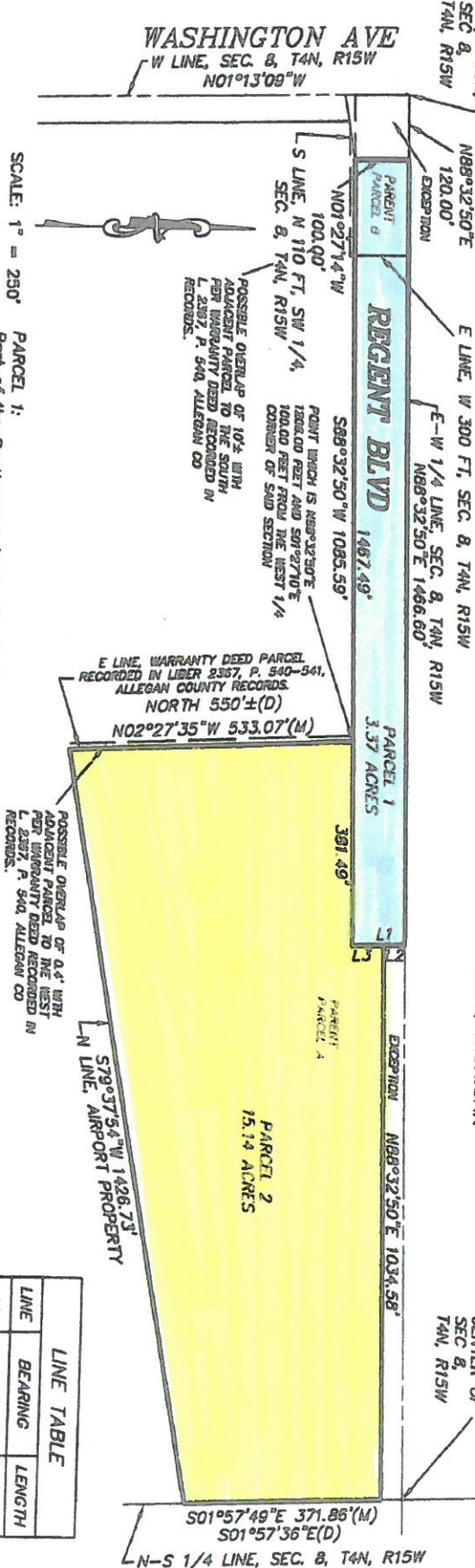
Part of the SW ¼, Section 8, Town 4 North, Range 15 West, City of Holland, Allegan County, Michigan, described as: Commencing at the West ¼ corner of said section, thence N 88° 32' 50" E 1586.60 feet along the East-West ¼ line of said section; thence S 01° 57' 49" E 40 feet parallel with the North-South ¼ line of said section to the Point of Beginning; thence N 88° 32' 50" E 1034.58 feet; thence S 01° 57' 49" E 371.86 feet along the North-South ¼ line of said section, thence S 79° 37' 54" W 1426.73 feet along the North line of the airport property; thence N 02° 27' 35" W 533.07 feet along the E line of a parcel described in a warranty deed recorded in Liber 2367, pages 540-541, Allegan County Records, to a point which is located N 88° 32' 50" E 1206.00 feet and S 01° 27' 10" E 100 feet from the W ¼ corner of said section, thence N 88° 32' 50" E 381.49 feet; thence N 01° 57' 49" W 60 feet to the point of beginning. Containing 15.14 acres.

Property Address: 120 Regent Boulevard, Holland, MI 49423

SETTLEMENT OFFER-JUST COMPENSATION

REGENT BLVD.
WEST MICHIGAN REGIONAL AIRPORT
PART OF THE SOUTHWEST 1/4 OF SECTION 9, T4N, R24E, S1E

1/4 OF SECTION 8, 14N, R15W, CITY OF HOLLAND, ALLEGAN COUNTY, MICHIGAN
E 1 LINE W 300 FT SEC 8 T4N R15W
N 89° 32' 50" E
COR. 7 W 1/4 COR.



SCALE: 1" = 250'

NEDERVELD

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3.5.14 – MEI.	
project no. 1420D160	

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PARCEL 1:
 Part of the Southwest 1/4, Section 8, Town 4 North, Range 15 West, City of Holland, Allegan County, Michigan, described as: Commencing at the West 1/4 corner of said section; thence N88°32'50"E 120.00 feet along the East-West 1/4 line of said section to the Point of Beginning; thence continuing N88°32'50"E 1466.60 feet; thence S01°57'49"E 100.00 feet parallel with the North-South 1/4 line of said section; thence S88°32'50"W 1467.49 feet; thence N01°27'14"W 100.00 feet to the Point of Beginning. Containing 3.37 acres. Subject to easements, restrictions, and rights-of-way of record.

PARCEL 2:
 Part of the Southwest 1/4, Section 8, Town 4 North, Range 15 West, City of Holland, Allegan County, Michigan, described as: Commencing at the West 1/4 corner of said section; thence N88°32'50"E 1568.60 feet along the East-West 1/4 line of said section; thence S01°57'49"E 40.00 feet parallel with the North-South 1/4 line of said section to the Point of Beginning; thence N88°32'50"E 1034.58 feet; thence S01°57'49"E 371.66 feet along the North-South 1/4 line of said section; thence S79°37'54"W 1426.73 feet along the North line of the airport property; thence N02°27'35"W 533.07 feet along the East line of a parcel described in a Warranty Deed recorded in Liber 2387, Pages 3-40-3-41, Allegan County Records to a point which is located N88°32'50"E 1206.00 feet and S01°27'10"E 100.00 feet from the West 1/4 corner of said section; thence N88°32'50"E 381.49 feet; thence N01°57'49"W 60.00 feet to the Point of Beginning. Containing 15.14 acres. Subject to easements, restrictions, and rights-of-way of record.

L 2289, P. 640, ALLEGAN CO RECORDS.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°57'49"E	100.00'
L2	S01°57'49"E	40.00'
L3	N01°57'49"W	60.00'

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Comprising City of Zeeland, Park Township and City of Holland



October 13, 2014

Report 4.

To: West Michigan Airport Authority Board.
From: Greg Robinson, Airport Authority Manager.
Subject: Contract for Final Design of the New Airport Business Center.

As noted in an earlier report, the West Michigan Airport Authority Board and staff have been assembling the funding necessary to build a new Airport Business Center to replace the existing airport office building. The existing office building is in a deteriorating condition, is too small to accommodate the functions required of an airport of this size, and in no way portrays the economic health of this area. The West Michigan Regional Airport offers a first impression of the Holland/Zeeland community and the Authority owes it to this community to provide a building that reflects the vitality of this area.

To this end, the Authority has been working with property owners, the Michigan Department of Transportation (MDOT) Airports Division, potential contributors, airport consultant Mead & Hunt and state representatives to raise the funds necessary for such a project. The project is more than the building itself, it also involves a new, expanded aircraft apron area to handle the larger aircraft using this airport than when it was originally designed, and the associated infrastructure for these projects.

The first step in this process was the acquisition of about 15 acres to accommodate these projects. The next step is to conduct the final design and construction drawings for the building and then the same for the new apron and project infrastructure. Attached to this report is the proposed draft contract between airport consultant Mead & Hunt and the Authority for the final building design and construction drawings. The final design and drawings for the apron and infrastructure will likely be presented at the November Board meeting.

Following the Michigan Department of Transportation Airports Division (MDOT/AERO) and Federal Aviation Administration (FAA) requirements, the Authority's Building & Development Committee solicited Request for Qualifications from design firms. Eight design firms submitted Qualifications and the Committee selected six to be interviewed. The Committee added two members to the interview team (Paul Elzinga and Jim Stroop) who are involved in the building construction industry for additional expertise.

After extensive interviews which lasted throughout most of a day, the Building & Development Committee is recommending that Progressive AE be selected to conduct this building design work. Progressive will be a sub-consultant to Mead & Hunt (MH) in order to combine the airport expertise of MH with the outstanding design expertise of Progressive. As a result, the attached contract is with MH.

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The scope of work includes meetings with the Building & Development Committee, soil borings, survey work, preparation of final designs and construction drawings, preparation of bid documents and coordination with MDOT/AERO. The cost for this contract is \$180,634.40. The Committee has been discussing a building in the range of 7,500 square feet. The actual size and estimated cost will be determined during the final design phase, but the Committee is using a projected building cost between \$1,600,000 and \$1,800,000 with contingencies and construction administration. This brings the building design contract to about 10.6% of anticipated construction costs. This is higher than a typical non-airport building which would be expected to have about an 8% final design cost. However, there are additional requirements for airport buildings and coordination with additional entities that must be considered. This contract also includes survey and soil boring work.

MDOT/AERO will fund 90-95% of this cost depending upon eligibility of the final building elements. For budgeting purposes, a 90% MDOT/AERO contribution has been used which brings the WMAA contribution to \$18,063.44, but this cost could be reduced to \$9,032 as the final designs are completed.

The Michigan Aeronautics Commission is not expected to consider the grant for this final design work until its January 2015 meeting. Airport Authority staff and MH have been working with MDOT/AERO to be sure that this work will be funded at the January meeting. The Authority will absorb the contract costs until that time and will be reimbursed for expenses incurred prior to MAC grant approval. There is a slight risk that the MAC would not approve the grant, but this is a very small risk and all indications from MDOT/AERO have been very positive. In fact, MDOT/AERO is expected to approve the land acquisition grant for this project at its November 2014 meeting. If for some reason this land acquisition grant were not approved, then any building design work could be terminated.

Another item that Authority staff is discussing with MDOT/AERO is whether this contract could be based on a time and materials basis with the total cost not to exceed \$180,063.40. MDOT/AERO typically works on a fixed fee basis, but a time and materials fee would account for possible reductions in anticipated meetings or other actual costs. Further discussion will occur with MDOT/AERO on this matter.

It is intended that construction drawings will be completed by March 2015 and then the project would be bid for a summer 2015 construction start.

Recommendation

This new Airport Business Center has been a project planned by the Authority for some time in order to provide a gateway building to this community that accurately portrays its economic vitality. Therefore, it is recommended that the Board:

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.

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Comprising City of Zeeland, Park Township and City of Holland



1. Approve the contract with Mead & Hunt for final design of the building in the amount of \$180,634.40;
2. That Authority staff work with MDOT/AERO to determine whether this contract could be paid on a time and materials basis with a not to exceed amount of \$180,634.40;
3. That the contract is approved as to form by the Authority's attorney;
4. Authorize Chairperson Tim Klunder to sign the contract on behalf of the Authority.
5. That contract work not begin until the contract has been reviewed by MDOT/AERO staff.

Attachment: Project budget
 Mead & Hunt contract

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.

October 2008

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICE

This Contract is made and entered into this date of _____ by and between the Airport Owner, hereinafter referred to as SPONSOR,

_____ West Michigan Airport Authority

_____ 207 S River Avenue

_____ Holland, Michigan 49423

and the Engineer, hereinafter referred to as the CONSULTANT.

_____ Mead & Hunt, Inc

_____ 2605 Port Lansing Road

_____ Lansing, Michigan 48906

for the following PROJECT:

Location: _____ West Michigan Regional Airport

_____ Holland, Michigan

Description: _____ Design Terminal Building

(See Attachment D - Sketch for Location of Work Areas.)

M/H Project No.: _____ 0819900-141904.01

Mead & Hunt

WHEREAS, the SPONSOR desires to engage the CONSULTANT to perform professional engineering services for the described project;

WHEREAS, the SPONSOR has caused a review to be made of the qualifications of the CONSULTANT and is satisfied the CONSULTANT is competent and qualified;

WHEREAS, the CONSULTANT is willing and able to accomplish the services provided and set forth hereinafter in this Contract;

WHEREAS, the SPONSOR will compensate the CONSULTANT, in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, the parties agree to the following:

ARTICLE 1 – DESCRIPTION OF WORK TO BE DONE

The services to be furnished by the CONSULTANT to the SPONSOR, as set forth in Attachment E, Scope of Work/Services, together with obligations of the SPONSOR or the SPONSOR's Agent (Michigan Department of Transportation (MDOT), Aeronautics and Freight Services Bureau, Airports Division), hereinafter referred to as AERO, will contain certain information and data which will consist of the following described elements. Additional explanations are included in Attachment E.

DESIGN PHASE (1)

Element 1.11 - Pre-Design Conference

A pre-design conference called by the SPONSOR will be held between the SPONSOR, the CONSULTANT, and any other participating or regulatory governmental agency. This pre-design conference will be held for the express purpose of having the CONSULTANT ascertain from responsible representatives of each group, the SPONSOR and all participating governmental agencies, their individual project requirements affecting the scope of work, budget, design standards, presentation of final plans, and documents. The requirements set forth in this pre-design conference will be confirmed in writing by the CONSULTANT to the SPONSOR, with copies to each participating unit of government.

Element 1.12 - Engineering Survey

The CONSULTANT will determine the areas to be covered and make the necessary engineering field surveys to determine existing and topographical conditions, earth work, drainage, pavement conditions, structural elevations, and field testing as may be required to complete plans and specifications.

Element 1.13 - Detailed Construction Plans and Specifications

Plans and specifications will be certified by the CONSULTANT for compliance with current Federal Aviation Administration (FAA) and AERO requirements in effect at the time the plans and specifications are prepared. The CONSULTANT will prepare and furnish to the SPONSOR and AERO, in paper format, one copy of the final detailed construction plans and specifications for the work described above, presented on drawings (22" x 34") and other necessary documentation (8-1/2" x 11"). This will include but is not limited to; grading, drainage, paving,

lighting, turf establishment, structures, construction safety phasing, etc. The documents will set forth, in detail, requirements for prospective bidders to submit proposals and the successful bidder to construct the project. Plans and specifications will comply with the requirements established in the pre-design conference, if applicable, together with the common practice of design and ethical practices of professional engineers. The CONSULTANT will also furnish one set of review plans if requested.

All projects bid through the MDOT letting will also include two electronic files in portable document format (pdf) along with a signed and sealed paper title sheet. The electronic files will be set up to print clearly in scalable 11" x 17" and 22" x 34" plan sheets.

Element 1.14 - Estimate of Probable Construction Cost

The CONSULTANT will prepare and submit to both the SPONSOR and AERO one copy of a detailed estimate of construction costs based upon the detailed plans and specifications prepared under Element 1.13. This statement of probable construction cost prepared by the CONSULTANT represents the CONSULTANT's best judgment as a design professional at the time the estimate is finalized. This estimate will include the estimated amount for CONSULTANT services during construction. It is recognized, however, that neither the CONSULTANT nor the SPONSOR has any control over the cost of labor, materials, or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, the CONSULTANT cannot and does not guarantee that bids will not vary from any statement of Probable Construction Cost or other cost estimates prepared by the CONSULTANT.

Element 1.15 - Engineering Report

The CONSULTANT will prepare and furnish to both the SPONSOR and AERO one copy of an engineering report which relates to the SPONSOR and participating governmental agencies the fundamental considerations and concepts used in design of the project. This report will include the basic design factors for drainage, pavement design, and scheduling of the various phases of the project during construction as may be required to maintain both ground and air traffic. Deviation in design and construction standards will be included in the engineering report.

Element 1.16 - Users Conference (if required)

The CONSULTANT will prepare for the SPONSOR an estimated time schedule to be followed during the construction period. This estimated time schedule of construction will be presented by the SPONSOR and the CONSULTANT in a meeting with airport users. The CONSULTANT will furnish one copy of the estimated time schedule to the SPONSOR for printing and disbursement to the users by the SPONSOR. However, it is recognized that neither the CONSULTANT nor the SPONSOR has absolute control over the estimated time schedule presented to any person, group, or organization.

Element 1.17 - Obligations of SPONSOR or AERO to CONSULTANT

When requested by the CONSULTANT, one copy of all existing data applicable to this project and in the possession of the SPONSOR or AERO or any other agency of government will be furnished at no cost to the CONSULTANT. Existing data will include but not be restricted to the following:

- 1) As-constructed plans.
- 2) Pavement design data/pavement condition index.

- 3) Soil borings, analysis, and classification.
- 4) Drainage design data.
- 5) Topographic notes and maps.
- 6) Approach data and zoning maps.
- 7) Property maps, including fee ownership and easements, and land descriptions.
- 8) All local, state, federal ordinances, regulations, or laws affecting the project.
- 9) Aerial photography, prints, topographic maps, etc.

The SPONSOR or AERO will furnish for projects bid by MDOT, at no cost to the CONSULTANT, standard contract documents for bidders, including but not restricted to the following:

- 1) Notice to contractors (including advertising charges).
- 2) Instructions to bidders.
- 3) All federal, state, or local wage rates as applicable to this project.
- 4) General provisions of the contract.
- 5) Supplemental provisions of the contract.
- 6) Special provisions of the contract (except as may be supplemented by the CONSULTANT).
- 7) Standard construction specifications (except as may be supplemented by the CONSULTANT).
- 8) Standard supplemental specifications (except as may be supplemented by the CONSULTANT).
- 9) Standard testing requirements (except as provided by the CONSULTANT).
- 10) Proposal.
- 11) Construction contract.
- 12) Form of performance and lien bond.
- 13) Reproducible copies of all standard plans to be incorporated in the contract plans and documents.

The SPONSOR or AERO, at no cost to the CONSULTANT, will furnish the location for the receipt of bids, the tabulation and recording of bids, the disbursement of information before and after the bid process, and the award of construction contracts.

All such services, data, information, and documents furnished by the SPONSOR or AERO will be furnished at the SPONSOR's expense.

Element 1.18 - Conferences and Meetings

The following conferences and meetings will be attended by the CONSULTANT and the SPONSOR at the location indicated for the purpose of coordination, information, and understanding.

- 1) Pre-Design Conference as provided under Element 1.11 to be called by the SPONSOR and to be held at the project site.
- 2) Progress meetings to be determined by the SPONSOR will be held at the office of the SPONSOR and attended by the CONSULTANT to apprise the SPONSOR of progress, to resolve any problems, to answer questions, and for general coordination.
- 3) Upon completion by the CONSULTANT of final plans, specifications, cost estimates, and

engineering report, the CONSULTANT will submit copies to the participating governmental agencies for approvals as required. After reasonable time for review by the SPONSOR and participating governmental agencies, a meeting called by the SPONSOR may be held to review final plans with the SPONSOR and participating governmental agencies at the project site.

- 4) Upon determination of the estimated construction time schedule, a users conference as provided under Element 1.16 is to be called by the SPONSOR, to be held at a location designated by the SPONSOR.
- 5) Upon advertising the project for bids, the CONSULTANT and the SPONSOR or AERO will hold a pre-bid meeting or briefing with the prospective bidders at the project site to explain the project to the bidders and answer questions from prospective bidders. Any addendum information necessary will be submitted in a timely manner to the bidding agency by the CONSULTANT. In addition, any bids over the engineers' construction estimate by ten (10) percent or more will be sufficiently justified before proceeding with award or recommended rejected by the CONSULTANT.

CONSTRUCTION PHASE (2)

Element 1.20 - Sufficient Personnel

The CONSULTANT will provide sufficient personnel and services necessary to comply with AERO Project Engineers Manual, the latest revision at the time this Contract is awarded.

Element 1.21 - Pre-Construction Conference

A pre-construction conference called by the SPONSOR or AERO will be held between the SPONSOR, the FAA (if applicable), AERO, any other participating or regulatory governmental agencies, the Contractor(s) and the CONSULTANT. This pre-construction conference will be held for the Contractor and CONSULTANT to receive instructions from the SPONSOR and participating/regulatory governmental units, to develop construction schedules, and to coordinate construction.

Element 1.22 - General Information and Coordination

The CONSULTANT will provide information and coordination to the SPONSOR and Contractor as to the understanding of the plans and specifications. The CONSULTANT will not guarantee the performance of the Contractor but will report to the SPONSOR any work and materials which, in the opinion of the CONSULTANT, do not meet the requirements of the plans and specifications. The CONSULTANT will not be responsible for any acts of the Contractor whatsoever but will only pay the contractor for work performed that meets the requirements of the plans and specifications.

Element 1.23 - Engineering Survey and Layout as May be Applicable

The CONSULTANT will take original ground elevations in areas of excavation for the purpose of determining pay quantities for excavation. The CONSULTANT will stake out the work for line and grade. The stake out will consist of one set of earth grade stakes spaced not more than one hundred feet apart, with cut or fill from top of stake to the earth grade marked on the stake; slope stakes around the perimeter of grade; one set of offset stakes for drainage spaced not more than twenty-five (25) feet apart with offset distance to center of pipe and flowline of pipe marked on the stake; one set of blue top stakes driven to grade spaced not more than fifty (50) feet apart for

finish base course or pavement grade; and one offset line along the edge of pavement denoting location of each light fixture. All bench marks and alignment P.O.T.'s will be available to the Contractor for his reference and checking of the CONSULTANT's stakes. The CONSULTANT will not be responsible for setting stakes other than described above, for any stakes disturbed, and any stakes set by others including bench marks and P.O.T.'s.

Element 1.24 - Materials Testing and Shop Drawings

The CONSULTANT will review and approve material testing reports submitted by the Contractor to determine if test reports meet the requirements of the specifications and will submit two copies of material testing reports to the SPONSOR or AERO. The CONSULTANT will review and approve shop drawings to determine compliance with plans and specifications and will submit two copies of all shop drawings to the SPONSOR or AERO.

Element 1.25 - Field Tests and Grade Inspection as May be Applicable

The CONSULTANT will make periodic field tests and grade inspection at the project site to determine, in the opinion of the CONSULTANT, if materials and workmanship conform to the plans and specifications. Field tests will include compaction tests for soils in place; gradation tests for aggregates; extraction tests for bituminous mixtures and compaction tests for in-place bituminous pavements; and slump, entrained air, and yield tests for concrete pavement.

Element 1.26 - Cost Estimate and Change Orders/Contract Modifications

The CONSULTANT will prepare periodic cost estimates, change orders/contract modifications, and stop and start orders as may be applicable during the construction period and present three copies of the same to the SPONSOR or AERO for approval and processing. All projects bid through MDOT lettings will have all estimates and contract modifications processed using the FieldManager computer program.

Element 1.27 - Weekly Reports

The CONSULTANT will prepare FAA Form 5370-1, Construction Progress and Inspection Report or FieldManager inspector daily reports, and submit copies to the SPONSOR or AERO weekly during the construction period.

Element 1.28 - Final Inspection

The CONSULTANT will be present at final inspection, together with the SPONSOR, AERO, participating governmental units, and the Contractor.

Element 1.29 - Final Quantities - As-Constructed Plans

The CONSULTANT will compute final pay quantities, prepare as-constructed plans, and update all plan sheets of the current Airport Layout Plan (ALP) that shows work constructed under the project. The As-Constructed Plans will be submitted to the SPONSOR and AERO for approval in an electronic pdf file. The updated ALP will be submitted in paper (22"x 34") and in an electronic pdf file to the SPONSOR and AERO.

Element 1.30 - Equipment

The CONSULTANT will furnish all necessary surveying and field testing equipment to accomplish the above named work.

SUBCONSULTANT SERVICES (3)

Element 1.31 - Subconsultant Service

Any services to be provided by subconsultants will be provided for in a subconsultant agreement, which will meet the written approval of the SPONSOR. Costs of subconsultant services will be included in Element 3.1 – Fee. The CONSULTANT will not apply a fixed fee on any of the costs for subconsultant services.

ARTICLE 2 – TIME OF BEGINNING AND COMPLETION

DESIGN PHASE (1)

Element 2.11 - Time of Beginning

Upon acceptance of this Contract by both the SPONSOR and the CONSULTANT, the CONSULTANT will have seven (7) days from the date of notification to proceed in which to organize and actually commence work.

Element 2.12 - Time for Completion

The estimated time for the CONSULTANT to complete the work named in Element 1.11 through Element 1.18 of this Contract, and to submit final plans to the SPONSOR for the SPONSOR's approval is One Hundred Eighty Days (180) calendar days from the date the CONSULTANT actually starts work. The CONSULTANT will report his progress to the SPONSOR at the monthly progress meetings, as required under Element 1.18, to keep the SPONSOR informed of progress and any adjustments to the estimated time schedule which may be necessary because of information supplied to the CONSULTANT by the SPONSOR or AERO, as provided under Element 1.17, or any other reasons beyond the control of either the SPONSOR or the CONSULTANT. Changes in time for completion will be in accordance with Element 4.4.

CONSTRUCTION PHASE (2)

Element 2.21 - Time of Beginning

Provided the Notice to Proceed is issued sufficiently in advance of the start of construction, the CONSULTANT will begin work seven (7) days prior to the effective date of the Notice to Proceed to the Contractor. If not, the CONSULTANT will coordinate the beginning of work with the work of the construction contractor.

Element 2.22 - Time for Completion

The CONSULTANT will finish all work under this Contract within thirty (30) days after final acceptance of the construction work by the SPONSOR.

ARTICLE 3 – PAYMENT

Element 3.1 - Fee

The SPONSOR agrees to pay the CONSULTANT as full compensation for services rendered as set forth in this Contract as follows:

Phase 1 Design

Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18 and 1.31 a firm fixed fee of One Hundred Eighty Thousand Six Hundred Thirty Four and 40/100 Dollars (\$ 180,634.40). A breakdown of the cost is included as Attachment C.

The SPONSOR will compensate the CONSULTANT for requested printed materials in excess of those identified, in accordance with the following:

Black Print Plan sheets (22" x 34")	1.50/sheet
Black Print on White Paper (11" x 17")	.50/sheet
Black Print on White Paper (8.5" x 11")	.20/sheet

Phase (2) Construction

Elements 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30, and 1.31 a firm fixed fee of (to be negotiated as an Amendment to this Contract, upon completion of design and advertising for bids).

The fee described above will be considered payment in full by the SPONSOR to the CONSULTANT for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions. Phase (2) Construction may not be needed if it is determined by the SPONSOR to terminate this Contract at the completion of Phase (1) Design.

Element 3.2 - Progress Payments

Phase (1) Design/Phase (2) Construction

Progress payments for completed work will be based on the following schedule of payments:

All charges for service will be due and payable upon receipt of invoice by SPONSOR. In the event Phase (1) Design is completed but bids are not received, final payment will be due and payable sixty (60) days after completion of Phase (1) Design.

The CONSULTANT will submit periodic invoices for services rendered. Each invoice will be based upon the proportion of the total service actually completed at the time of billing. The final invoice will be a minimum of 10% of the total contract amount. Payment on this invoice will be retained by AERO until all Contract requirements have been completed. The SPONSOR will make prompt payments in response to the CONSULTANT's periodic statements.

The CONSULTANT agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from the State of Michigan or SPONSOR. The CONSULTANT agrees further to return retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the SPONSOR or AERO. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subconsultant against the SPONSOR or the State of Michigan. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subconsultants.

The CONSULTANT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to AERO semi-annually in the format set forth in Attachment G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the SPONSOR or AERO.

At the end of the State of Michigan fiscal year, the CONSULTANT will submit estimated payment amounts for both the CONSULTANT and contractors working on projects the CONSULTANT is supervising. These amounts will be submitted to the State of Michigan to establish a payable account.

ARTICLE 4 – MISCELLANEOUS PROVISIONS

Element 4.1 - Miscellaneous Provisions

The CONSULTANT will follow, insofar as applicable and reasonable and as approved by the SPONSOR, current design standards set forth by the SPONSOR, AERO and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the CONSULTANT has completed that portion of the work to which a particular standard may apply, and in the event the CONSULTANT is required by the SPONSOR to make revisions to completed work to meet revised standards and certification requirements, the CONSULTANT will be entitled to additional compensation as provided under Element 4.3 - Changes in Work.

Design standards, standard plans, specifications, special conditions, contract documents, and requirements developed by the SPONSOR, AERO, or other participating governmental agency and required to be incorporated in the final plans and documents will not be the responsibility of the CONSULTANT. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the SPONSOR in the performance of this contract will be the responsibility of the SPONSOR, and not the responsibility of the CONSULTANT, if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR, provided that nothing herein will be construed as a waiver of any governmental immunity that has been provided to the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR by statute or court decision.

Element 4.2 - Ownership of Documents

Completed original documents, such as final contract plans, maps and specifications prepared or obtained by the CONSULTANT as provided under the terms of this Contract will be submitted in final form. The final form of the originals will be delivered to and become the property of the SPONSOR. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data will remain in the possession of the CONSULTANT as instruments of service but will be made available, upon request, to the SPONSOR without

restriction or limitation on their use.

In the event any of the above documents are revised by the SPONSOR, the nameplates of the CONSULTANT will be removed and the SPONSOR will assume full responsibility for the reuse of these documents.

The original signed and sealed title sheet for projects bid through MDOT will be retained in AERO files. The CONSULTANT will be provided a scanned .tif electronic file for use in completing the as-constructed plan sheets.

Element 4.3 - Changes in Work

By mutual acceptance of both the SPONSOR and the CONSULTANT, changes in work from that work described in this Contract, including changes in original design standards and changes in previously completed final plans may be accomplished by amendment to this Contract. Each amendment will describe the revision or addition of work in detail. The associated cost of the revised or additional work will be defined in a fixed dollar amount, and an adjustment to the payment schedule (if applicable) contained in this Contract will be provided. Any change to the contract time will also be defined in each amendment. Each amendment must be signed and dated by both the SPONSOR and the CONSULTANT.

Element 4.4 - Delays and Extensions

Changes in the estimated time schedule as may be required by the SPONSOR or the CONSULTANT will be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Element 4.3 - Changes in Work.

Element 4.5 - Insurance and Liability

The CONSULTANT will maintain worker's compensation and public liability insurance as required by law and will, upon request, show proof of compliance with this requirement.

Element 4.6 - General Compliance with Laws

Unless otherwise specified, this Contract will be governed by the laws of the principal address of the SPONSOR. The CONSULTANT agrees to comply with all federal, state and local laws applicable to the work.

Element 4.7 - Subletting, Assignment and Transfer

The SPONSOR and the CONSULTANT each binds themselves, their partners, successors, assignees and legal representatives to the other party to this Contract and to the partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Contract. Neither the SPONSOR nor the CONSULTANT will assign, sublet, or transfer their interest in this Contract without the written consent of the other.

Element 4.8 - CONSULTANT's Endorsement

The CONSULTANT will seal and sign all final plans and specifications furnished to the SPONSOR.

Element 4.9 - Disputes

All disputes concerning a question of fact in connection with work not disposed of by agreement between the SPONSOR and the CONSULTANT will be settled through standard court actions.

Element 4.10 - Responsibility for Claims and Liability

The CONSULTANT will save harmless the SPONSOR, AERO, FAA, or other governmental agencies from all claims and liability due to negligence of the CONSULTANT or its subcontractors, except as provided in Element 4.1.

Element 4.11 - Assignment of Antitrust Rights

With regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Contract, the CONSULTANT 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 MDOT 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 MDOT.

The CONSULTANT will 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 MDOT with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the MDOT 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 MDOT as a third-party beneficiary.

The CONSULTANT will notify the SPONSOR if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Contract may have occurred or is threatened to occur. The CONSULTANT will also notify the SPONSOR or AERO if it becomes aware of any persons 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 CONSULTANT's obligation to the SPONSOR or AERO under this Contract.

Element 4.12 - Prohibition of Discrimination in State Contracts

The CONSULTANT hereby agrees to comply with the requirements of Appendix A, attached hereto and made a part hereof.

Element 4.13 – Additional Provisions

Additional provisions of this Contract are included as Attachment B.

Element 4.14 – Non-Construction Requirements

The CONSULTANT hereby agrees to comply with the requirements of the Non-construction requirements of Attachment F, attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have fixed their hand this day and date first written above.

ACCEPTED BY THE SPONSOR

Witness:

West Michigan Regional Airport Authority
SPONSOR
207 South River Avenue
Street Address
Holland, Michigan 49423
City, State & Zip Code

BY: _____
Authorized Representative of SPONSOR

.....
ACCEPTED BY THE CONSULTANT

Witness:

Mead & Hunt, Inc.
CONSULTANT
2605 Port Lansing Road
Street Address
Lansing, MI 48906
City, State & Zip Code

BY: _____
Stephanie A. D. Ward, Vice President

Mead & Hunt

INCLUDE THIS PAGE IN ALL CONTRACTS!!

Consultants are advised to use the following attachment schedule. Any additional clauses or requirements should be included in Attachment B. The preceding is the base contract; no changes may be made to the wordage or numbering without the written approval of AERO.

SCHEDULE OF ATTACHMENTS

Attachment A	Prohibition of Discrimination in State Contracts
Attachment B	Additional Provisions
Attachment C	Cost Breakdown
Attachment D	Sketches
Attachment E	Scope of Work/Services
Attachment F	Non-construction contract requirements
Attachment G	Prime CONSULTANT Statement of DBE Subconsultant Payments
Attachment H	Cost Breakdown – SUB-CONSULTANT-Progressive AE

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 Act No. 453, Public Acts of 1976, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap 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, will contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.
3. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action will include, but not be limited to, the following: employment, 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 will, 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 his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this appendix.
6. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The Contractor will 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 himself, and said Contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the 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 Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which 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, and including the governing boards of institutions of higher education, until the contractor complies with said order of the 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 Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency will be notified of such possible remedy and will be given the option by the Civil Rights Commission to participate in such proceedings.
9. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

ATTACHMENT B

Additional Provisions

NONE

ATTACHMENT C

Cost Breakdown

DESIGN SERVICES FEE ESTIMATE - ATTACHMENT C

SUMMARY SHEET

Airport: West Michigan Regional Airport
Project Description: Design Terminal Building
M & H Project No.: 08199-00-141904.01
180 Calendar days in contract

COST BY ELEMENT	
ELEMENT 1.11 - PRE DESIGN CONFERENCE	\$2,526.80
ELEMENT 1.12 - ENGINEERING SURVEY	\$4,147.66
ELEMENT 1.13 - DETAILED CONSTRUCTION PLANS AND SPECIFICATIONS	\$4,192.84
ELEMENT 1.14 - ESTIMATE OF PROBABLE CONSTRUCTION COST	\$2,706.75
ELEMENT 1.15 - ENGINEERING REPORT	\$2,411.60
ELEMENT 1.16 - USERS CONFERENCE	\$12,634.00
ELEMENT 1.18 - CONFERENCES AND MEETINGS	\$15,228.76
M&H PROJECT COSTS*	
	\$43,848.40

*excludes sub consultants

COST BREAKDOWN	
LABOR COST	\$13,472.80
OVERHEAD COST @ 1.85	\$24,924.68
PROFIT @ 11%	\$4,223.72
DIRECT COSTS	\$1,227.20
SUB TOTAL	\$43,848.40
SUB CONSULTANT (SME)	\$3,900.00
SUB CONSULTANT (PROGRESSIVE A&E)	\$132,886.00
TOTAL COST THIS PROJECT	\$180,634.40

Employee Classification	PROJECT MANAGER	Sr. PROJECT ENGINEER	ENGINEER IV	Sr. ENGINEER TECH	ENGINEER III	SURVEY/CADD TECH	ADMIN ASSISTANT	Sr. AVIATION PLANNER
ELEMENT 1.13 - DETAILED CONSTRUCTION PLANS AND SPECIFICATIONS								
Title sheet and Std Plans	2		8					
Safety/Phasing plan and submittals	2		16					
Plan Set Submittal to MDOT AERO	2		4					
TOTAL HOURS	6	0	28	0	0	0	0	0
Total labor and overhead this element	\$3,777.33							
Phone								
Printing								
Profit this element	\$415.51							
TOTAL COST THIS ELEMENT	\$4,192.84							
ELEMENT 1.14 - ESTIMATE OF PROBABLE CONSTRUCTION COST								
Review of Cost Estimate	8							
Estimate Submittal to MDOT AERO	2							
TOTAL HOURS	10	8	0	0	0	0	0	0
Total labor and overhead this element	\$2,438.52							
Phone								
Materials								
Profit this element	\$268.24							
TOTAL COST THIS ELEMENT	\$2,706.75							

Airport: West Michigan Regional Airport
 Project Description: Design Terminal Building
 M & H Project No.: 08199-00-141904.01

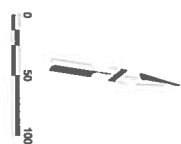
Employee Classification	PROJECT MANAGER	S.R. PROJECT ENGINEER	ENGINEER IV	S.R. ENGINEER TECH	ENGINEER III	SURVEY/CADD TECH	ADMIN ASSISTANT	S.R. AVIATION PLANNER
ELEMENT 1.15 - ENGINEERING REPORT								
Eligibility Form	8							8
TOTAL HOURS	8	0	0	0	0	0	0	8
Total labor and overhead this element	\$2,172.61							
Phone								
Materials								
Profit this element	\$238.99							
TOTAL COST THIS ELEMENT	\$2,411.60							
ELEMENT 1.16 - USERS CONFERENCE								
Design Conference review	40							40
TOTAL HOURS	40	0	0	0	0	0	0	40
No. of trips at 170 miles/trip	5							
Meals (days)	5							5
Lodging (\$75/night)								
Total labor and overhead this element	\$10,863.06							
Mileage this element (\$0.56 /mile)	\$476.00							
Meals this element (\$30/Trip)	\$0.00							
Meals this element (\$10/trip)	\$100.00							
Lodging (\$75/night)	\$0.00							
Phone								
Materials								
Profit this element	\$1,194.94							
TOTAL COST THIS ELEMENT	\$12,634.00							

Airport: West Michigan Regional Airport
 Project Description: Design Terminal Building
 M & H Project No.: 08199-00-141904.01

Employee Classification	PROJECT MANAGER	S.R. PROJECT ENGINEER	ENGINEER IV	S.R. ENGINEER TECH	ENGINEER III	SURVEY/CADD TECH	ADMIN ASSISTANT	S.R. AVIATION PLANNER
ELEMENT 1.18 - CONFERENCES AND MEETINGS								
Pre-bid meeting/Contractor Coordination	8							8
Coordination with Sponsor	24							24
Coordination with AERO	8							8
Coordination with FAA	4							
Coordination with local agencies	8							8
TOTAL HOURS	52	0	0	0	0	0	0	48
No. of trips at 170 miles/trip	1							
Meals (days)	1							1
Lodging (\$75/night)								
Total labor and overhead this element	\$13,615.82							
Mileage this element (\$0.56 /mile)	\$95.20							
Meals this element (\$30/Trip)	\$0.00							
Meals this element (\$10/trip)	\$20.00							
Lodging (\$75/night)	\$0.00							
Phone								
Materials								
Profit this element	\$1,497.74							
TOTAL COST THIS ELEMENT	\$15,228.76							

ATTACHMENT D

**Sketch Showing Location of Work to be
Performed as Part of this Contract**



These documents did not go to court but are part of a lawsuit for \$200 million filed by the state. It says that the documents are important to the state and that the documents are of great value to the state and that the documents are of great value to the state.

Implications

3 of 7

X-103

ATTACHMENT E

Scope of Work/Services

ATTACHMENT E

Terminal Building Design West Michigan Regional Airport Holland, MI 10/09/14

The Scope of Services includes schematic design, design development, construction documents, and bidding services for the construction of a new terminal building (approximately 7,000 sf) located midfield at the West Michigan Regional Airport. The CONSULTANT shall utilize a SUB-CONSULTANT, Progressive AE, for a substantial portion of the project.

The SPONSOR will procure furniture, fixtures, and equipment for the new terminal building based upon recommendations from the CONSULTANT. Should budget allow, some furnishings may be able to be included in the building construction, however, current estimates as the time of contract initiation indicate that furniture, fixtures and equipment will not be included as part of the terminal construction budget. The project construction budget is currently estimated at approximately \$1.66 Million.

Project Schedule

It is estimated that the design period will begin in November 2014 and be completed no later than February 28, 2015. Once design is completed, it is estimated that the bidding period will take 8 weeks. It is anticipated that the project will be bid in the May 2015 MDOT bid letting. The construction of the terminal building will commence approximately 12 weeks after the bidding process.

Project Management

The CONSULTANT, along with the SUB-CONSULTANT, shall manage the services and administer the project to complete the development of the terminal building. The CONSULTANT & SUB-CONSULTANT shall consult with the SPONSOR, research applicable design criteria, attend project meetings and communicate with members of the project team. The CONSULTANT shall provide coordination as required with AERO and the FAA throughout the project.

When the Project requirements have been sufficiently identified, the CONSULTANT shall prepare, and periodically update, a Project Schedule that shall identify milestone dates for decisions required of the SPONSOR, design services provided by the CONSULTANT, and completion of documentation, in coordination with the SUB-CONSULTANT.

See the following matrix of roles & responsibilities:

TERMINAL BUILDING	CONSULTANT	SUB-CONSULTANT
building landscaping	Information	Primary
building architecture	Information	Primary
building interiors	Information	Primary

building structural	Information	Primary
building electrical/lighting	Information	Primary
building mechanical	Information	Primary
building furniture	Information	Primary
REGULATORY		
City of Holland - zoning & planning	Collaborative	Primary
City of Holland - building	Information	Primary
HBPW	Collaborative	Primary
County of Allegan	Information	Primary
MDOT	Primary	Information
FAA	Primary	Information
West Michigan Regional Authority	Shared	Shared
OTHER		
Fuel systems (aviation)	Primary	Collaborative
Navigation systems	Primary	Collaborative
Aviation systems	Primary	Collaborative
De-icing drainage	Primary	Collaborative

Planning, Visioning, & Pre-design

The CONSULTANT will meet with the SUB-CONSULTANT, the SPONSOR and others, as assigned by the SPONSOR's project team, to discuss the project process, define roles, assign initial tasks, define project deliverables, collect and exchange initial data and generally discuss initial concepts.

A project schedule will be prepared indicating the design schedule, bidding schedule and possible construction schedule. The preliminary schedule is based upon the information the CONSULTANT has presently gathered and their experience with these types of project components.

The CONSULTANT & SUB-CONSULTANT will perform/provide/participate in the following:

- Initial Kick off meeting
- One day visioning design charrette with the Building & Development Committee
- Report Synopsis
- Development of an initial concept for terminal building

Soils and Geotechnical Investigation

The CONSULTANT shall coordinate with a geotechnical firm to obtain information on existing soil conditions. This information will be provided to the SUB-CONSULTANT for use in sizing footings and foundations and determine special waterproofing requirements that may be necessary.

Physical Civil Survey

The CONSULTANT has previously performed a Civil Survey of the area of the proposed building location. The survey included topographical survey, locating of man-made and natural landmarks within the area and will be made available to the SUB-CONSULTANT in an AutoCAD format. There will be additional survey required during the geotechnical investigation. The CONSULTANT will have an on-site

representative available at all times the geotechnical work is being completed.

Schematic Design (SDs) thru Contract Documents (CDs) & Bid solicitation

Subject to revision based upon pre-design phase programming, the Design Development Phase will include design work for the Terminal Building. Systems and material designs will be incorporated into the documents. Cross-discipline coordination will be updated to verify appropriate room sizes, spaces, and interaction. FAA eligibility calculation will also be prepared. Detailed building code investigation will be undertaken to verify requirements, building classification and other life-safety requirements. Selection of interior finish materials will begin.

The CONSULTANT & SUB-CONSULTANT will perform/provide the following:

- Update concept for SD of building
- Review and obtain feedback with the Building and Development Committee (multiple meetings)
- Update SD for design development including:
 - Landscaping
 - Civil
 - Architecture
 - Structural
 - Mechanical
 - Electrical
 - Interiors
 - Navigational Aids – The CONSULTANT will coordinate with SPONSOR and AERO to determine if any provisions should be made for NAVAIDS such as UNICOM Radio infrastructure, AWOS infrastructure, etc. CONSULTANT shall include recommended infrastructure in the bid documents.
- Building code
 - Perform building, zoning, health, safety, and planning code review and analysis
 - Apply code requirements to design and incorporate into documents
 - Obtain appropriate local approval for planning, zoning and building departments
- Design and finalize level calculations
 - Prepare structural, mechanical, plumbing, fire protections and electrical power and lighting systems calculations to further define sizes and appropriate systems for the project.
- Complete final construction documents and specifications for bidding, including submittal of safety phasing plan for airspace review and cost estimating.
- Submittal of bid documents to MDOT for bid letting

Work and Expenses Not Included

- Construction Administration Services
- Development of AIA construction contract
- Re-bid or contractor negotiations after bidding
- Hazardous material reports
- Commissioning services during construction

- Plan approval application fees
- Sustainable design certification services during construction

Attachment F

NON-CONSTRUCTION CONTRACT

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 procurements 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. **Solicitations for Subcontracts, Including Procurements 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 procurements 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 or 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 procurements of materials and leases of equipment, unless exempt by the Regulations or directives 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.

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520
GENERAL CIVIL RIGHTS PROVISIONS
49 U.S.C. 47123**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport SPONSOR or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport SPONSOR or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**ACCESS TO RECORDS AND REPORTS
49 CFR PART 18.36(i)**

The Contractor will maintain an acceptable cost accounting system. The Contractor agrees to provide the SPONSOR, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS
49 CFR Part 18.36(i)(8)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the SPONSOR of the Federal grant under which this contract is executed.

Appendix C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)
(Revised October 1, 2005)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
49 CFR Part 20, Appendix A

(1) No Federal appropriated funds will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor will complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

TRADE RESTRICTION CLAUSE 49 CFR PART 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract will be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor will provide immediate written notice to the SPONSOR if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TERMINATION OF CONTRACT 49 CFR Part 18.36(i)(2)

For all contracts in excess of \$10,000:

- a. The SPONSOR may, by written notice, terminate this contract in whole or in part at any time, either for the SPONSOR's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services will be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the SPONSOR.
- b. If the termination is for the convenience of the SPONSOR, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the SPONSOR may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor will be liable to the SPONSOR for any additional cost occasioned to the SPONSOR thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the SPONSOR. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the SPONSOR provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION 49 CFR Part 29

For all contracts in excess of \$25,000:

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it will attach an explanation to this solicitation/proposal.

BREACH OF CONTRACT TERMS
49 CFR Part 18.36

For all contracts in excess of \$100,000:

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL
49 CFR Part 18.36(i)(12)
(April 14, 2008)

Contractors and subcontractors agree for all contracts in excess of \$100,000:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

Attachment G

Prime CONSULTANT Statement of DBE Sub-CONSULTANT Payments

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime CONSULTANT in meeting contractual obligations to DBEs.

PRIME CONSULTANT:	CHECK IF PRIME IS	AUTHORIZATION NO.	CONTRACT NO.
	MDOT-DBE CERTIFIED		
	<input type="checkbox"/>	Check if Final Payment	JOB NO.
BILLING PERIOD:			

CERTIFIED DBE SUBCONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORIZED	
							(Final Payment Report Only)	SIGNATURE

As the authorized representative of the above prime CONSULTANT, I state that, to the best of my knowledge, this information is true and accurate.

As the authorized representative of the above prime CONSULTANT, I state that, to the best of my knowledge, this information is true and accurate.

PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (SIGNATURE)	TITLE	DATE
As the authorized representative of the above prime consultant, I state that to the best of my knowledge, this information is true and accurate.		

COMMENTS:

MDOT 0165-R (12/06)

CONTRACT ADMINISTRATOR (SIGNATURE)

DATE _____

SPECIAL NOTE: "Prime CONSULTANT or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26.

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subCONSULTANTS. Complete and submit to the Contract Administrator with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No.," as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subCONSULTANT during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime CONSULTANT and the subCONSULTANT.

For "Cumulative Dollar Value of Services Completed" report the total amount the subCONSULTANT has earned since beginning this project.

For "Deductions," report deductions made by the prime CONSULTANT to the subCONSULTANT's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subCONSULTANT according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subCONSULTANT for services completed.

For "Actual Amount Paid During this Reporting Period" report actual payments made to the subcontractor for services during this reporting period.

Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT CONTRACT ADMINISTRATOR:

Complete "Comments" if necessary, sign, date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? call Toll-free, 1-866-DBE-1264

ATTACHMENT H

**Cost Breakdown
SUB-CONSULTANT**

PROGRESSIVE AE

DESIGN SERVICES FEE ESTIMATE - ATTACHMENT H SUMMARY SHEET SUB-CONSULTANT PROGRESSIVE AE

Airport: West Michigan Regional Airport
Project Description: Business Center
PAE Project No.: 74370001
Calendar days in contract

COST BY ELEMENT	
ELEMENT 1 11 - PRE DESIGN CONFERENCE	\$9,542.53
ELEMENT 1 12 - ENGINEERING SURVEY	\$0.00
ELEMENT 1 13 - DETAILED CONSTRUCTION PLANS AND SPECIFICATIONS	\$107,714.27
ELEMENT 1 14 - ESTIMATE OF PROBABLE CONSTRUCTION COST	\$3,703.49
ELEMENT 1 15 - ENGINEERING REPORT	\$0.00
ELEMENT 1 16 - USERS CONFERENCE	\$0.00
ELEMENT 1 18 - CONFERENCES AND MEETINGS	\$11,926.14
PROJECT COSTS*	\$132,886.43

*excludes sub consultants

COST BREAKDOWN	
LABOR COST	\$42,930.60
OVERHEAD COST @ 174%	\$74,698.24
PROFIT @ 10% (11% Max)	\$11,762.98
DIRECT COSTS	\$3,493.60
SUB TOTAL	\$132,886.43
SUB CONSULTANTS	
TOTAL COST THIS PROJECT	\$132,886.43

Airport: West Michigan Regional Airport
 Project Description: Business Center
 PAE Project No.: 74370001

Employee Classification		PROJECT MANAGER	SR. PROJECT ENGINEER	ENGINEER IV	SR. ENGINEER TECH	ENGINEER III	SURVEY/CADD TECH	ADMIN ASSISTANT	SR. AVIATION PLANNER
ELEMENT 1.15 - ENGINEERING REPORT									
	TOTAL HOURS	0	0	0	0	0	0	0	0
Total labor and overhead this element		\$0.00							
Phone									
Materials									
Profit this element		\$0.00							
TOTAL COST THIS ELEMENT		\$0.00							
ELEMENT 1.16 - USERS CONFERENCE									
	TOTAL HOURS	0	0	0	0	0	0	0	0
	No. of trips at 70 miles/trip	0							
	Meals (days)								
	Lodging (\$75/night)								
Total labor and overhead this element		\$0.00							
Mileage this element (\$0.56 /mile)		\$0.00							
Meals this element (\$30/Trip)		\$0.00							
Meals this element (\$10/Trip)		\$0.00							
Lodging (\$75/night)		\$0.00							
Phone									
Materials									
Profit this element		\$0.00							
TOTAL COST THIS ELEMENT		\$0.00							

Airport: West Michigan Regional Airport
 Project Description: Business Center
 PAE Project No.: 74370001

Employee Classification	PROJECT MANAGER	SR. PROJECT ENGINEER	ENGINEER IV	SR. ENGINEER TECH	ENGINEER III	SURVEY/CADD TECH	ADMIN ASSISTANT	SR. AVIATION PLANNER
kick-off	2	4	0	2	0	0	2	
concepts	8	16	4	12	2	2	12	
schematic thru CD	4	8	12	2	0	0	4	
TOTAL HOURS	14	28	16	16	2	2	18	0
No. of trips at 70 miles/trip	6							
Meals (days)	6							
Lodging (\$75/night)								
Total labor and overhead this element	\$10,346.31							
Mileage this element (\$0.56 /mile)	\$235.20							
Meals this element (\$30/Trip)	\$0.00							
Meals this element (\$10/Trip)	\$60.00							
Lodging (\$75/night)	\$0.00							
Phone								
Materials	\$250.00							
Profit this element	\$1,034.63							
TOTAL COST THIS ELEMENT	\$11,926.14							

Airport Business Center Funding Status

October 10, 2014

	<u>Estimated Cost</u>	<u>Federal</u>	<u>MDOT</u>	<u>MEDC</u>	<u>WMAA</u>	<u>Contributions</u>
Land						
Property Acquisition	\$ 561,000	\$ -	\$ 475,000	\$ -	\$ 86,000	\$ -
Wetland Credits	50,000	45,000	2,500	-	2,500	-
Building (7,500 sq ft @ \$200/sq ft + cont)						
Design	180,634	-	162,571	-	18,063	-
Construction	1,800,000	-	500,000	1,300,000	-	-
Furnishings	150,000	-	-	-	-	150,000
Apron and Infrastructure						
Design	280,000	252,000	14,000	-	14,000	-
Site work construction	865,000	778,500	43,250	-	43,250	-
Apron construction	2,600,000	1,710,000	95,000	-	490,000	305,000
Total	<u>\$ 6,486,634</u>	<u>\$ 2,785,500</u>	<u>\$ 1,292,321</u>	<u>\$ 1,300,000</u>	<u>\$ 653,813</u>	<u>\$ 455,000</u>

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



October 8, 2014

To: West Michigan Airport Authority Board. Report 5.
From: Joel Dye, City of Holland
Subject: Fiscal Year 2014 Audit – Engagement Letter with Rehmann Robson.

Rehmann Robson has submitted the attached engagement letter for conducting the fiscal year 2014 financial audit. This firm has conducted the Authority's audits since the Authority became its own entity and has performed this responsibility well. The Authority's audit is part of a contract that the City of Holland has with Rehmann Robson. Proper preparation of the audit is vital to ensuring the Board and community that the Authority's finances are properly monitored and accounted for.

The cost for this year's preparation is \$6,100. This is a reduction of \$400 from last year; however last year's audit included a one-time fee of \$500 for unanticipated work for new Government Accounting Standards compliance requirements. The Board has budgeted \$6,200 for this purpose.

It is recommended that the Authority Board approve the Engagement Letter with Rehmann Robson for preparation of the fiscal year 2014 audit at a cost of \$6,100.

Attachment

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: October 13, 2014

SUBJECT: WMAA Communications Committee Board Update

Item 6.

Tier 1 (most important)

Page 1 of 2

UPDATE WEBSITE ON A CONTINUAL BASIS

- Please check the WMRA website for news and updates. (www.WestMichiganRegionalAirport.com)

The new website is live and a short presentation will be given at the Board meeting.

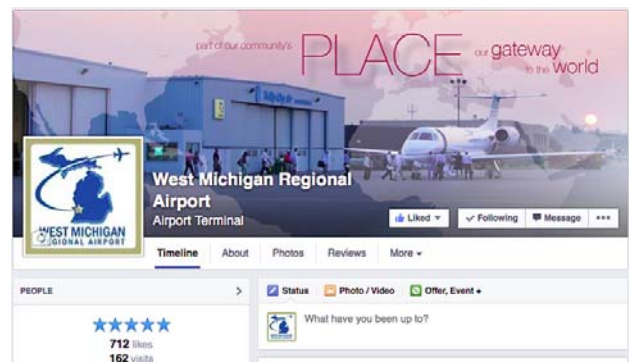
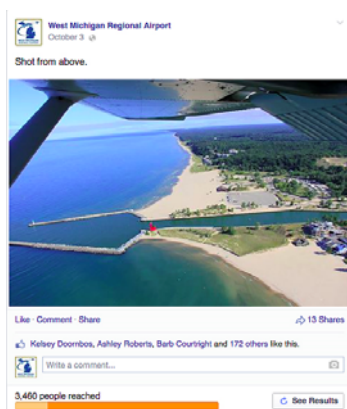
SOCIAL NETWORKING

- 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 735 "Likes" (from 653 "Likes" last month).

Facebook Posts shown below.

Facebook Cover Photo shown below



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

WMRA JET FLOAT IN TULIP TIME MUZIEKPARADE Saturday, May 10, 2014

- The WMRA jet float completed its fourth consecutive year in the Tulip Time Muziekparade.

Tier 2 (important)

PRESS RELEASES/NEWS ARTICLES

- Holland Sentinel, 09-09-2014, West Michigan Alliance with Palisades Approved

2014 PARADES & EVENTS

- The Wings of Mercy CareAffaire fundraiser on August 23 was a great success. 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.
- The WMRA jet float is scheduled for Zeeland's Magical Christmas Parade on Monday, December 1, 2014.

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.

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



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REGIONAL AIRPORT

Page 2 of 2

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.
- A PowerPoint presentation was prepared by Karen Scholten to accompany Greg Robinson's speaking engagement to the Holland Rotary on October 8.

TIER 3 *(less important)*

eNEWSLETTER

The WMRA eNews is scheduled for October.

Please contact Karen if you have any questions or comments.

k.scholten@cityofholland.com O 616.355.1305 H 616.399.8509



Budget Performance Report

Fiscal Year to Date 10/06/14

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
Fund Z01 - WMAA (Airport) General Fund										
REVENUE										
Department 000 - General Revenues										
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	934.55
450582.C	Contributions from Other Govts From City of Holland	104,813.00	.00	104,813.00	.00	.00	96,240.93	8,572.07	92	98,963.65
450582.P	Contributions from Other Govts From Park Township	90,000.00	.00	90,000.00	.83	.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	50,371.63	(2,271.63)	105	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	5,450.01	16,749.99	25	20,599.46
460654.5	Franchise Fees Fuel Flowage Fee	55,000.00	.00	55,000.00	.00	.00	11,119.37	43,880.63	20	63,367.81
460654.7	Franchise Fees Landing Fees	27,000.00	.00	27,000.00	.00	.00	5,293.29	21,706.71	20	23,759.68
480665.0	Investment Income General	4,000.00	.00	4,000.00	.00	.00	917.58	3,082.42	23	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	19,996.78	66,003.22	23	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	8,280.00	46,720.00	15	56,540.00
Department 000 - General Revenues Totals		\$1,978,413.00	\$0.00	\$1,978,413.00	\$0.83	\$0.00	\$197,670.42	\$1,780,742.58	10%	\$547,072.02
REVENUE TOTALS		\$1,978,413.00	\$0.00	\$1,978,413.00	\$0.83	\$0.00	\$197,670.42	\$1,780,742.58	10%	\$547,072.02
EXPENSE										
Department 540 - Airport Operations										
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	3,090.00	(3,090.00)	+++	.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	236.39	(236.39)	+++	.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	.60	99.40	1	30.27
721931.0	Bldg & Grnds Maint General	15,000.00	.00	15,000.00	.00	1,996.00	.00	13,004.00	13	6,292.00
721933.0	Equipment Maintenance General	18,000.00	.00	18,000.00	.00	.00	5,364.11	12,635.89	30	21,030.50
722801.9010	Contr-Printing/Promo Advertising/Promotional	30,000.00	.00	30,000.00	.00	.00	1,242.81	28,757.19	4	19,679.82
722804.0	Contractual-Legal General	5,000.00	.00	5,000.00	.00	.00	4,490.62	509.38	90	2,823.02
722805.1	Contractual-Finance Independent Audit	6,200.00	.00	6,200.00	.00	.00	.00	6,200.00	0	6,500.00
722805.4	Contractual-Finance Financial Service Fees	.00	.00	.00	.00	.00	65.67	(65.67)	+++	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
722808.MOW	Contr-Bldgs&Grnds Mowing	25,000.00	.00	25,000.00	.00	.00	8,119.75	16,880.25	32	23,507.13
722808.MTCE	Contr-Bldgs&Grnds Maintenance-General Repairs	17,000.00	.00	17,000.00	.00	.00	3,999.54	13,000.46	24	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



Budget Performance Report

Fiscal Year to Date 10/06/14

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
Fund Z01 - WMAA (Airport) General Fund										
EXPENSE										
Department 540 - Airport Operations										
722809.61	Contractual-Misc Contract-Management Services	32,000.00	.00	32,000.00	2,273.33	.00	9,093.36	22,906.64	28	25,990.00
722809.62	Contractual-Misc Airport Manager-Tulip City Air	4,000.00	.00	4,000.00	.00	.00	359.98	3,640.02	9	3,122.99
723850.0	Communications Telephone	300.00	.00	300.00	.00	.00	52.61	247.39	18	300.07
723860.0	Travel, Conf, Seminars General	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	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	106.04	243.96	30	282.37
723920.LAND	Public Utilities Landing Lights & System	4,500.00	.00	4,500.00	.00	.00	746.59	3,753.41	17	3,833.98
723920.PLOT	Public Utilities Parking Lot Lights	750.00	.00	750.00	.00	.00	179.15	570.85	24	605.53
723920.RUNW	Public Utilities Runway Lights	3,500.00	.00	3,500.00	.00	.00	1,106.38	2,393.62	32	4,084.19
723920.THAN	Public Utilities T-Hangars	2,500.00	.00	2,500.00	.00	.00	502.98	1,997.02	20	2,954.67
723955.0	Misc. General	2,200.00	.00	2,200.00	.00	.00	490.59	1,709.41	22	1,386.42
723961.0	Dues & Subscriptions General	.00	.00	.00	.00	.00	.00	.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	.00	.00	+++	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	+++	56,016.16
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	\$2,273.33	\$1,996.00	\$60,103.41	\$1,850,500.59	3%	\$383,373.29
EXPENSE TOTALS		\$1,912,600.00	\$0.00	\$1,912,600.00	\$2,273.33	\$1,996.00	\$60,103.41	\$1,850,500.59	3%	\$383,373.29
Fund Z01 - WMAA (Airport) General Fund Totals										
REVENUE TOTALS		1,978,413.00	.00	1,978,413.00	.83	.00	197,670.42	1,780,742.58	10	547,072.02
EXPENSE TOTALS		1,912,600.00	.00	1,912,600.00	2,273.33	1,996.00	60,103.41	1,850,500.59	3	383,373.29
Fund Z01 - WMAA (Airport) General Fund Totals		\$65,813.00	\$0.00	\$65,813.00	(\$2,272.50)	(\$1,996.00)	\$137,567.01	(\$69,758.01)		\$163,698.73
Grand Totals										
REVENUE TOTALS		1,978,413.00	.00	1,978,413.00	.83	.00	197,670.42	1,780,742.58	10	547,072.02
EXPENSE TOTALS		1,912,600.00	.00	1,912,600.00	2,273.33	1,996.00	60,103.41	1,850,500.59	3	383,373.29
Grand Totals		\$65,813.00	\$0.00	\$65,813.00	(\$2,272.50)	(\$1,996.00)	\$137,567.01	(\$69,758.01)		\$163,698.73

City of Holland
Payment Batch Register
 Bank Account: CITY AP - PAYABLES ACCOUNT
 Batch Date: 10/08/2014

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CITY AP - PAYABLES ACCOUNT						
Check	10/09/2014	22157	Accounts Payable	HOLLAND BOARD OF PUBLIC WORKS		107.66
	Invoice		Date	Description		Amount
		2015-00001541	09/29/2014	AIRPORT - ACCT #77524493-01		107.66
Check	10/09/2014	22158	Accounts Payable	TULIP CITY AIR SERVICE INC		7,567.33
	Invoice		Date	Description		Amount
		191599	09/30/2014	AIRPORT - SEPTEMBER SERVICES		7,567.33
CITY AP PAYABLES ACCOUNT Totals:				Transactions: 2		\$7,674.99
Checks:		2	\$7,674.99			

City of Holland
Payment Batch Register
Bank Account: CITY AP - PAYABLES ACCOUNT
Batch Date: 10/01/2014

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CITY AP - PAYABLES ACCOUNT						
Check	10/02/2014	22028	Accounts Payable	CATERING CONCEPTS		101.50
	Invoice		Date	Description		Amount
		9291408	09/29/2014	AIRPORT - FOOD		101.50
Check	10/02/2014	22029	Accounts Payable	STATE OF MICHIGAN		50.00
	Invoice		Date	Description		Amount
		LF370191	09/18/2014	AIRPORT - LICENSE FEE		50.00
CITY AP PAYABLES ACCOUNT Totals:				Transactions: 2		\$151.50
Checks:		2		\$151.50		

City of Holland
Accounts Payable Payment Post Listing

Batch Department / Invoice Department		Bank Account		Check Date		Starting Check Number
201 Finance		PAYABLES ACCOUNT		09/25/2014		21900
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
201 Finance						
	234 - FIFTH THIRD BANK - CREDIT CARD	2015-00001211	AIRPORT - SEPTEMBER CREDIT CARD STMT	09/14/2014	09/25/2014	139.85
	146 - HOLLAND BOARD OF PUBLIC WORKS	2015-00001212	AIRPORT - ACCT 05613100-02	09/11/2014	09/25/2014	83.55
	146 - HOLLAND BOARD OF PUBLIC WORKS	2015-00001213	AIRPORT - ACCT 05613700-01	09/09/2014	09/25/2014	147.09
	146 - HOLLAND BOARD OF PUBLIC WORKS	2015-00001214	AIRPORT - ACCT #05613990-01	09/10/2014	09/25/2014	84.55
	146 - HOLLAND BOARD OF PUBLIC WORKS	2015-00001215	AIRPORT - ACCT #05614000-01	09/11/2014	09/25/2014	66.85
	146 - HOLLAND BOARD OF PUBLIC WORKS	2015-00001216	AIRPORT - ACCT #05614220-01	09/11/2014	09/25/2014	387.40
	146 - HOLLAND BOARD OF PUBLIC WORKS	2015-00001217	AIRPORT - ACCT #77524873-01	09/11/2014	09/25/2014	35.96
	146 - HOLLAND BOARD OF PUBLIC WORKS	2015-00001218	AIRPORT - ACCT #77526597-00	09/11/2014	09/25/2014	17.18
	2087 - KAREN SCHOLTEN	2015-00001219	REIMBURSEMENT FOR EXPENSES	09/10/2014	09/25/2014	19.63
Total Selected Invoices: 9						\$982.06

City of Holland
Payment Batch Register
Bank Account: CITY AP - PAYABLES ACCOUNT
Batch Date: 09/17/2014

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CITY AP - PAYABLES ACCOUNT						
Check	09/18/2014	21740	Accounts Payable	CATERING CONCEPTS		149.00
	Invoice		Date	Description		Amount
		9111402	09/11/2014	AIRPORT - FOOD FOR MEETING 9/8/14		149.00
Check	09/18/2014	21741	Accounts Payable	CUNNINGHAM DALMAN P.C.		2,640.02
	Invoice		Date	Description		Amount
		212988	09/10/2014	AIRPORT - AUGUST 2014 LEGAL SERVICES		776.48
		212989	09/10/2014	AIRPORT - AUGUST 2014 LEGAL SERVICES		1,863.54
CITY AP PAYABLES ACCOUNT Totals:				Transactions: 2		<u>\$2,789.02</u>
Checks:		2	\$2,789.02			

City of Holland
Payment Batch Register
 Bank Account: CITY AP - PAYABLES ACCOUNT
 Batch Date: 09/10/2014

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CITY AP - PAYABLES ACCOUNT						
Check	09/11/2014	21501	Accounts Payable	HOLLAND BOARD OF PUBLIC WORKS		101.10
	Invoice		Date	Description		Amount
		2015-00000961	08/28/2014	AIRPORT - ACCT #77524493-01		101.10
Check	09/11/2014	21502	Accounts Payable	HOLLAND LITHO SERVICE INC		81.00
	Invoice		Date	Description		Amount
		47591	08/27/2014	AIRPORT - PRINTING AND TRIMMING		81.00
Check	09/11/2014	21503	Accounts Payable	THE HOLLAND SENTINEL		88.49
	Invoice		Date	Description		Amount
		2015-00001011	08/31/2014	AIRPORT - ADS		88.49
Check	09/11/2014	21504	Accounts Payable	TULIP CITY AIR SERVICE INC		6,907.28
	Invoice		Date	Description		Amount
		191036	08/31/2014	AIRPORT - AUGUST SERVICES		6,907.28
CITY AP PAYABLES ACCOUNT Totals:				Transactions: 4		<u>\$7,177.87</u>
Checks:		4	\$7,177.87			



Fund Equity Changes Report

Through 10/06/14
Detail Listing
Exclude Rollup Account

Account	Account Description	Beginning Balance	YTD Credits	YTD Debits	Current Balance	Prior Year Fund Equity Adjustment	YTD Revenues	YTD Expenses	Estimate Fund Balance
Fund Category	GOVERNMENTAL								
Fund Type	GENERAL FUND								
Fund	Z01 - WMAA (Airport) General Fund								
341390.E	Fund Balance - Assigned (By Action) For Emergencies	25,000.00	.00	.00	25,000.00				
341390.R	Fund Balance - Assigned (By Action) For Capital Acquisitions	142,421.00	.00	.00	142,421.00				
342390	Fund Balance-Unassigned	596,705.61	.00	.00	596,705.61				
345390.C	Fund Balance Committed (By Resolution) For Capital Projects	.00	.00	.00	.00				
345390.E	Fund Balance Committed (By Resolution) For Emergencies	.00	.00	.00	.00				
Fund	Z01 - WMAA (Airport) General Fund Totals	\$764,126.61	\$0.00	\$0.00	\$764,126.61	\$163,698.73	\$197,670.42	\$60,103.41	\$1,065,392.35
Fund Type	GENERAL FUND Totals	\$764,126.61	\$0.00	\$0.00	\$764,126.61	\$163,698.73	\$197,670.42	\$60,103.41	\$1,065,392.35
Fund Category	GOVERNMENTAL Totals	\$764,126.61	\$0.00	\$0.00	\$764,126.61	\$163,698.73	\$197,670.42	\$60,103.41	\$1,065,392.35
	Grand Totals	\$764,126.61	\$0.00	\$0.00	\$764,126.61	\$163,698.73	\$197,670.42	\$60,103.41	\$1,065,392.35