West Michigan Airport Authority

Meeting Agenda

October 12, 2015

11:30am – 1:00pm

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

1. Public Comments.
2. Consideration of the September 14, 2015 Meeting Minutes. (Action Required)
3. Revisions to the ADB & Associates Land Lease. (Action Required)
4. Amendment to the Mead & Hunt Design Contract for Airport Business Center. (Action Required)
5. Amendment to the Mead & Hunt Design Contract for Apron/Sitework. (Action Required)
6. FBO Report.
7. Status of Airport Business Center/Apron/Sitework Projects.

   A. Review of Updated Project Budget and Change Orders.
8. Communications Committee Update.
9. Authority Board Member Roster and Terms.
10. Monthly Budget and Investment Report. (Accept as Information)
11. Next meeting: 11:30 a.m., November 9, 2015 at Park Township Offices.
12. Other Business.
13. Adjourn.

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

If you are not able to attend the meeting, please contact Greg Robinson (510-2332) or Sinka Babinec (355-1310). We must have at least one of the three representatives of each unit of government present at the meeting to attain a quorum. Thank you.

West Michigan Airport Authority
Proposed Meeting Minutes
September 14, 2015

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

Present: Authority Members Klunder, Klynstra, Hoogland, Hoffswell, Toscano, Matthysse; HYAC Members Harder, Stumbo and Urbytes; Ex-Officio Member Disselkoen

Absent: Sylte, Whiteman, Martin, Ex-Officio Member Storey

Others Present: Holland City Manager Cotton, Mead & Hunt Project Manager Thoman, FBO Ludema, Communications Assistant Scholten, Airport Authority Manager Robinson and Executive Assistant Babinec.

Chairperson Klunder called the meeting to order at 11:35 a.m.

15.09.01 Introduction of New Board Members
The meeting began at 11:35 a.m. with an introduction of all Authority members present to Mrs. Liz Hoffswell, who will be representing the City of Holland on the West Michigan Airport Authority Board and student representatives Harder, Stumbo and Urbytes from Holland and Holland Christian Schools. Airport Manager Robinson reviewed the structure of the Airport and role of the FBO Airport Manager. Mr. Klunder and other members welcomed the new board members to the Authority.

15.09.02 Public Comments
There were no public comments expressed at this meeting.

15.09.03 Consideration of the August 10, 2015 Regular Meeting Minutes
It was moved by Klynstra and supported by Toscano to approve the August 10, 2015 meeting minutes as presented. This motion was unanimously adopted.

15.09.04 FBO Report.
FBO Ludema presented the monthly Fixed Base Operator (FBO) report describing fuel sales and various airport operations. He reported on the fuel sales and traffic for the month of August 2015. Mr. Ludema reminded the Authority members that he will be attending the Michigan Association of Airport Executives Conference and a summary of the conference will be presented at the October Board meeting. This report was accepted as information.

15.09.05 Airport Business Center Project: MDOT Grant Contract for Wetland Mitigation (Action Required)

Mr. Robinson advised that when wetlands exist on a project site, at times the State of Michigan will allow development on the wetlands provided that additional wetlands are provided at another location. The ratio often used is that 1.5 times the wetland area to be mitigated must be provided on another approved site. For the airport tunnel project, the mitigation occurred at the City of Holland's Van Raalte Farm. For the business center project, the mitigation will occur at a site near Parma (to the west of Jackson) and will entail 1.1 acres. The cost for this mitigation will be about $27,500, which is much less than the estimate of $50,000 provided earlier. The Airport Authority's share of this cost is 2.5% ($688). The project budget estimated an Authority share of $5,000.

It was moved by Matthysse and supported by Klynstra to adopt a resolution approving the Grant Contract with the Michigan Department of Transportation in the total amount of $27,500 and authorizing Chairperson Klunder to sign the documents; that the local share of $688 be funded through the project budget; and that the documents be approved as to form by the Authority's attorney. This motion was unanimously adopted.

15.09.06 Presentation of FY2016 – FY2020 Airport Capital Improvement Program

Mr. Robinson explained the revisions to the document and anticipated timetable for completion of the four (4) primary projects: rehabilitation of pavement near the north Hanger 3 Partners hanger, rehabilitation of the runway lights and runway, and rehabilitation of the west overflow apron area. The Airports Division of MDOT has scheduled a meeting with representatives of the Authority for Wednesday, October 28, 2015 at 10:00 a.m. in Lansing.

Board Member Toscano brought up the idea of building additional t-hangars or corporate hangars as an additional revenue source for the airport. FBO Ludema commented that currently all hangars are leased. There is a waiting list for future hangar rentals and that the Airport Board will be losing a tenant who will moving to Traverse City.

It was moved by Toscano and supported by Hoogland to approve the FY2016 – 2020 Airport Capital Improvement Program as recommended by the Building and Development Committee. This motion was unanimously adopted.

15.09.07 Progress of Fund-Raising Committee Efforts

Mr. Robinson reported on fund-raising efforts by Mark Schurman. Mr. Schurman has been making contacts and obtaining funding commitments for the Airport Business Center and Apron projects. The Committee meets every other Friday and a report will be provided at the October Board meeting. This report was accepted as information.

15.09.08 Communications Committee Update

Ms. Scholten presented a report on the recent activities of the Communications Committee. Ms. Scholten provided an update to the Board on the WMAA Ground Breaking Ceremony scheduled for Monday, September 21, 2015 at 11 AM. Invitations

have been going out mostly via email. An ad will be placed in the Holland Sentinel to invite the public. This report was accepted as information.

15.09.09 Monthly Budget and Investment Report.

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

15.09.10 Progress Report and Site Tour of Business Center/Apron Projects

At the end of the meeting, the Authority Board walked to the project site and discussed the work ongoing and projected timetables for project elements.

15.09.11 Other Business

- Board member Toscano commented that the Board should start planning a strategy to market the Airport and Authority to the public for the upcoming Airport Millage Renewal.

15.09.12 Next Meeting: October 12, 2015, 11:30 a.m., at Howard Miller Library & Community Center, Zeeland

15.08.14 Adjourn

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

Respectfully Submitted,

Russ Sylte
Authority Secretary

West Michigan Airport Authority
270 South River Avenue, Holland, MI 49423
P (616) 510-2332
Comprising City of Zeeland, Park Township and City of Holland

October 12, 2015 Item 3.

To: West Michigan Airport Authority Board.
From: Greg Robinson, Authority Manager.
Subject: Revisions to ADB & Associates Land Lease.

The Airport Authority has a land lease with ADB & Associates, LLC, for 56,453 square feet along the north side of 64th Street, west of the T hangars. The lease has been In effect since December 2002 and a private fuel farm is on this site as well. ADB & Associates and Brown Transport are affiliated with Metal Flow Corporation and they have requested changes to the lease, primarily concerning the option to renew.

Following are the requested changes:

1. That the lease be between the West Michigan Airport Authority and Brown Transport, Inc. (a Michigan Corporation). Actually, the fueling permit for this site is with Brown Transport.
2. Section 3. Option to Renew: The current renewal term is 5 years and Brown is requesting that this be changed to 30 years beyond the December 6, 2027 completion date of the initial term. The other option renewal requirements would remain as is.

   A review of the renewal dates for other land leases at the airport indicates that the ADB renewal term option of 5 years is by far the shortest. All other land leases have a renewal term option of between 30 and 50 years.

3. Section 18. Rental Adjustment: Clarify that the leased area is 56,453 square feet.
4. Section 33. Notice: That the addresses for notices be changed to reflect current contact information.

All other sections of the lease would remain as currently written.

The Operations Committee reviewed this request at its October 6, 2015 meeting and is in support of the changes.

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Recommendation

ADB & Associates and Brown Transport have been great tenants at the airport and the Authority's Operations Committee is recommending approval of the changes proposed to this lease. These changes will allow Brown Transport to continue operations at the airport according to terms similar to those of other land lease tenants.

COPY

LAND LEASE
between
CITY OF HOLLAND
and
A.D.B. & ASSOCIATES, LLC

THIS LEASE is entered into this 6th day of December, 2002, by and between the CITY OF HOLLAND, a Municipal Corporation of Ottawa and Allegan Counties, Michigan (hereinafter referred to as "Lessor") and A.D.B. & Associates, LLC, a Michigan limited liability company, of 11694 James Street, Holland, Michigan, 49424, (hereinafter referred to as "Lessee").

For and in consideration of the mutual covenants hereinafter provided, the Lessor and the Lessee agree as follows:

1. Premises Leased. The Lessor hereby leases to the Lessee the following described premises, being a part of the Tulip City Airport ("Airport"), located in the County of Allegan, State of Michigan, which is legally described on the attached Exhibit A. Said described premises shall hereinafter be referred to as the "Premises." The Lessor warrants that it is the owner of the Premises and that it does in fact possess the legal authority to lease the same in the manner provided herein.

2. Term. Subject to earlier termination as provided herein, the Lessee shall have and hold the Premises, for a twenty-five (25) year term beginning on the 6th day of December, 2002 and expiring on the 6th day of December 2027, inclusive (hereinafter "Term") upon the terms, covenants, and conditions contained herein.

The Lessee shall have the privilege of using the Airport, for the Term, including any validly exercised extensions thereof, in common with others and the public, subject to this Lease, the charges, rules, laws, and regulations governing the Airport issued by the U.S., State of Michigan or the City of Holland, including but not limited to the City of Holland, Airport Building & Development Standards and the Tulip City Airport Fueling Rules and Regulations (attached as Exhibit B), including any future amendments thereto, incorporated herein and made a material part hereof (hereinafter collectively referred to as "Laws and Regulations"). It is expressly understood that this privilege covers the entire period of the Lease and any extensions thereof as hereinafter set forth. This privilege of using the Airport shall terminate after the expiration of the Term, as extended, but all obligations of Lessee under this Lease shall continue during this holdover period as if this Lease was still in effect.

3. Option to Renew. The Term of this Lease may be extended for one additional term of five (5) years under the following terms, conditions, and agreements:

A. Notice of the exercise of this option must be given by Lessee to Lessor not less than one hundred eighty (180) days prior to the expiration of the initial Term;

B. Lessee shall not be permitted to renew this Lease if Lessee shall be in default of any term, condition, or agreement set forth in this Lease;

C. The renewal of this Lease shall be subject to negotiations between Lessor and Lessee regarding the Base Rent to be paid by Lessee to Lessor during the renewal term (however, in no event shall the Base Rent to be paid during the renewal term be less than the amount paid at the end of the initial term). In addition, Lessee shall be responsible for any additional terms, conditions, and agreements required by Lessor of all Lessees for the operation of the Airport as a specific condition for renewal;

D. The removal, replacement, or restoration of the improvements, facilities, and buildings incidentally related thereto located on the Premises shall meet reasonable standards of Lessor for the operation of the Airport; and such other terms, conditions, and agreements as shall be mutually agreed by Lessor and Lessee.

4. Base Rent. Subject to the Index adjustments as provided below, until adjusted as hereinafter set forth, Lessee shall pay on the first day of each month, in advance to Lessor, an amount hereinafter called "Base Rent," calculated by multiplying the square footage of Lessee's leased space by the square footage rate of fifteen ($0.15) cents. The square footage rate, and correspondingly the Base Rent, shall be increased as follows:

- Starting on January 1, 2004, the square footage rate shall be seventeen ($0.17) cents, plus the applicable Index adjustments to date.

-Starting on January 1, 2005, the square footage rate shall be nineteen ($0.19) cents, plus the applicable Index adjustments to date.

-Starting on January 1, 2006, the square footage rate shall be twenty two ($0.22) cents, plus the applicable Index adjustments to date.

-Starting on January 1, 2007, the square footage rate shall be twenty four ($0.24) cents, plus the applicable Index adjustments to date. Thereafter, a like amount, subject to the Index adjustment as provided below, shall be paid on the first day of each and every month thereafter until the Term, and any extensions thereof, expire. Any holdover by the Lessee beyond the Term and any extensions thereof is not allowed and

Lessee shall pay 200% of the then existing Base Rent during this holdover period, and Lessee shall be subject to immediate removal from the Premises.

All rental payments shall be made by Lessee to Lessor at the City Manager's Office, City Hall, Holland, Michigan, or other address as directed in writing by Lessor. The first and last monthly rental payments shall be prorated, if necessary, if this Lease does not start on the first day of a month. Each monthly payment shall be made without demand, and without any set-off, abatement, reduction, reduction or counterclaim of any kind for any reason.

On January 1 of each year of the Lease, there shall be an adjustment to the Base Rent as hereinafter set forth ("Index adjustments"). All Index adjustments shall be cumulative and shall be based upon any increase in the Consumer Price Index ("Index"). For the purpose of this Lease, the Consumer Price Index means the final Index for "All Items" for Urban Wage Earners and Clerical Workers Commodity Groups for the Detroit area as determined by the United States Department of Labor, Bureau of Statistics, or any replacement therefor. The adjusted Base Rent for the twelve (12) months succeeding any adjustment (which shall be payable in equal monthly installments as provided above) shall be the amount obtained by dividing the Base Rent in effect just prior to adjustment by the Index number for the month of February of the preceding year and multiplying the quotient thereof by the Index number for the month of February of the current year; provided, however, that in no case shall any such adjustment result in a decrease in Base Rent. Following each adjustment, the term "Base Rent," as used in the Lease, shall mean Base Rent as most recently adjusted. Until an Index adjustment is made to the Base Rent in a calender year, Lessee shall continue paying the Base Rent previously in effect on a timely basis. Upon notification by Lessor of the adjusted Base Rent, Lessee shall immediately pay Lessor the difference between Base Rent paid and that which would have been due had the Index adjustment for the calender year been imposed at the beginning of the calender year, and Lessee shall thereafter continue paying the equal monthly installments of adjusted Base Rent. The Lessor shall have the right to determine the increase in Base Rent on the basis of Index information available two months in advance of the anniversary date of this Lease so as to permit the implementation of the increase in Base Rent as of such anniversary date.

Should the United States Government revise its price index at any time, the parties hereto will follow such suggestions as the government may issue for making an arithmetical changeover from one index to another. If the Index shall cease to be published, a reasonable substitute index shall replace it for purposes of this Lease.

5. Airport Road. During the term of this Lease, Lessee, its sublessees, customers, agents, employees, invitees, and others claiming of right under Lessee shall have the right and privilege to use the Airport service roads to the Premises for purposes of ingress and egress to Lessee's hangar, in common with others.

6. Water Service/Sewer Service/Maintenance. Lessee shall pay all costs necessary to service the building to be located on the Premises with water and sewer services during the term of this Lease, and shall pay all assessments, costs, hook-up fees, or charges necessary to make utility connections to the building located on the Premises. Lessee must also comply with the maintenance and other standards set forth in the City of Holland, Airport Building & Development Standards, as existing or hereafter amended, the terms of which are incorporated herein and made a material part hereof.

7. Purposes for Which Premises Can and Cannot be Used. The Premises are to be used by the Lessee as a site for the storing of Lessee's aircraft in an airplane hangar, and maintenance of those aircraft. Lessee shall not use the Premises for any other purpose whatsoever without the express written consent of Lessor. Examples of prohibited uses include, but are not limited to, the following:

A. Passenger service and commercial operations.

B. Sale, gift, trade or barter of aircraft and/or accessories.

C. Engaging in the business of aviation instruction.

D. Fueling of aircraft owned by Lessee or by a Sublessee that also owns the Fueling Facilities within the Premises, without a permit in accordance with Section 8.J. of this Lease

E. Maintenance, servicing or fueling of aircraft not owned by Lessee or by a Subleasee that also owns the Fueling Facilities within the Premises.

F. The sale, gift, trade or barter of aviation fuels or petroleum products.

G. Tie-down of aircraft which may hinder or obstruct in any manner whatsoever the safe landing, taxiing or take-off of aircraft from the public landing area of the Tulip City Airport, which may interfere with the proper use of the field by others, or which may be objectionable to the City of Holland acting through its Airport Advisory Committee.

H. Any form of independent fixed base operation except as the demised premises shall be incidentally used in conjunction with Tulip City Air Services, Inc., or its successors, and its agreements to provide FBO services for Lessor.

8. Conduct of Operations on Premises. In its use of the Premises, the Lessee will comply with the following requirements and regulations:

A. The Lessee shall not consent to any unlawful use of the Premises, nor permit any such unlawful use thereof.

B. The Lessee further agrees that all Laws and Regulations will be observed in connection with the Premises or operations on the Premises.

C. The operations of the Lessee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner, and so as not to annoy, disturb, or be offensive to others at the Tulip City Airport. The Lessor shall have the right to complain to the Lessee as to the demeanor, conduct, and appearance of the Lessee's employees, invitees and those doing business with it, whereupon the Lessee will take all reasonable steps necessary to remove the cause of the complaint.

D. All rules and regulations of the State Fire Marshall shall be complied with by the Lessee in the conduct of its operations of the Premises.

E. The Lessee agrees to pay when first due all reasonable and proper taxes, assessments, license fees or other charges levied or assessed on the buildings, structures or their contents during the term of this Lease or any renewal thereof and Lessor makes no representation, covenant, or warranty regarding the tax exempt status of the building, land, or improvements.

F. The Lessee agrees that in the event of any assessments for public improvements in the City right-of-way that would be chargeable to Lessor, because of its status as owner of the Airport or the land upon which it is located, that Lessee shall pay when first due its proportionate share of the assessment. Lessee's proportionate share of the assessment shall be calculated based on the percentage of Lessee's front footage (whether or not having direct access to the road), in relation to the front footage in which Lessor is being assessed.

G. The Lessee shall pay, when first due, for or in connection with water, gas, sewer, electric, telephone service and other utilities serving, utilized or consumed on the Premises.

H. The Lessee agrees at all times to keep the Premises in a repaired, neat, clean, and orderly condition, free of weeds, snow, rubbish or any unsightly accumulations of any nature whatsoever. Lessee shall deposit snow from the Premises where directed by the Fixed Base operator, and if no direction is given snow shall be deposited in a place that does not interfere with Airport operations or other users of the Airport.

I. Lessee acknowledges that Lessor has entered into a Fixed Base Operator Agreement dated October 23, 1986, ("FBO Agreement"), executed by Lessor and Tulip City Air Service, Inc., as existing or hereafter amended, for the operation of the Airport. Pursuant to the terms of the FBO

Agreement, the Fixed Base operator is required to provide snowplowing and landscaping maintenance at the Airport, and is authorized to charge third parties for such services pursuant to the terms of the FBO Agreement. Lessee agrees to pay all charges, fees, and costs incurred by the Operator relating to the snowplowing and landscaping maintenance for areas leased or maintained by Lessee pursuant to this Lease. Notwithstanding the foregoing, Lessee shall not be prohibited from performing landscaping and maintenance in addition to the services provided by the Operator pursuant to the FBO Agreement. Lessee may agree with the Fixed Base operator that Lessee will perform its own snowplowing and landscaping maintenance on the Premises, and not be charged by the Fixed Base operator for that service. However, all common areas or areas subject to a reimbursement agreement under Section 20 of this Lease, shall be maintained by the Fixed Base Operator.

J. If Lessee desires to fuel its own aircraft or to have a Sublessee fuel aircraft owned by the Sublessee, Lessee or the Sublessee shall first obtain a fueling permit from Lessor in accordance with the Tulip City Airport Fueling Rules and Regulations as amended from time to Lessee shall comply with the Tulip City Airport Fueling Rules and Regulations, as amended from time to time ("Fueling Rules"). Lessee acknowledges that it understands the Fueling Rules and that, if it obtains a fueling permit, it will at all times comply with them.

9. Buildings and Improvements. The Lessee may, at its own expense, with the prior written consent of the Lessor, and subject to the Airport Building & Development Standards and all other Laws and Regulations, make alterations, additions, and improvements to the Premises, including the construction of a separate building or buildings, hangars, and additions to presently planned buildings (individually and collectively "Improvements"). These Improvements will be subject to the following conditions:

A. All Improvements shall be and remain the personal property of the Lessee through the term of this Lease, and any extension thereof.

B. Except as where otherwise provided, the Lessee shall have the privilege to remove any or all Improvements placed on the Premises, but completion of such removal must occur prior to the termination date of the Lease, providing that included as part of such removal the Lessee shall restore the Premises to a graded and level condition and of neat appearance acceptable to Lessor, and in compliance with all Laws and Regulations.

C. No Improvements may be removed by the Lessee until all rents and all other obligations of Lessee under this Lease have been paid or otherwise satisfied to date.

D. If the Lessee intends to remove the Improvements prior to the termination date of this Lease, it shall give written notice (which notice may not be redacted) of this fact to the Lessor at least sixty (60) days prior to such termination, or it shall be deemed to have waived its right to remove Improvements.

E. If Lessee breaches this Lease and Lessor elects to terminate this Lease or Lessee's occupancy, and Lessee does not or is unable to give written notice of its intent to remove Improvements sixty (60) days prior to the effective date of the termination, Lessee shall not have the privilege to remove Improvements.

F. If this Lease or Lessee's occupancy is terminated for any reason other than because of Lessee's breach, and due to the nature of the termination, it is impossible for Lessee to give written notice of its intent to remove Improvements sixty (60) days prior to the effective date of the Lease terminating, Lessee shall have thirty (30) days after the notice of termination is given to provide written notice of its intent to remove Improvements, or the right to remove Improvements is forfeited. If Lessee timely provides written notice to remove Improvements, the removal of the Improvements must be completed within thirty (30) days.

G. The Lessor may at its discretion order the Lessee to remove any or all Improvements after termination of the Lease. Failure on the part of the Lessee to comply with such order to remove within thirty (30) days after mailing of the notice shall entitle the Lessor to cause to have any or all Improvements removed, and the cost of such removal shall become the sole obligation and responsibility of the Lessee. If Lessee forfeits its right to remove the Improvements, and Lessor does not demand Lessee remove the Improvements, the Improvements may be allowed to remain in place and shall thereupon become the sole property of the Lessor without reimbursement to Lessee.

H. Upon surrendering the Premises for any reason whatsoever, the Lessee shall surrender possession to the Lessor free and clear of any encumbrances whatsoever, excepting those placed thereon by the Lessor.

10. Access Road, Taxiways and Ramp Areas. Lessor and Lessee hereby acknowledge that a portion of the Premises will include Lessee's access road to the main service road and Lessee's taxiways and ramp areas, and Lessor may deem those areas Common Improvements, subject to use by others for ingress and egress and reimbursement to Lessee as provided in Section 20 of this Lease. Lessee hereby agrees that it shall be responsible for all maintenance, upkeep, and repair of its access roads, taxiways, and ramp areas for all portions located within the Premises. All maintenance, upkeep, and repair shall be in accordance with any federal, state, or local requirements. In the event Lessee should fail to comply with the provisions of this paragraph, Lessor may enter on the access roads, taxiways, and ramp areas to perform necessary maintenance, upkeep, and repair and assess Lessee the cost therefor.

11. Compliance with Rules and Regulations. The Lessee shall construct all buildings and all improvements thereto, in accordance with all applicable state and city ordinances, and regulations adopted for the operation of the Airport by the City of Holland, including, but not limited to, regulations of the Michigan Fire Marshal, the Airport Building & Development Standards, and any other applicable state, county, and local laws, ordinances, and regulations, as amended.

It is further understood and agreed that at any time during such occupancy or the construction of said buildings or improvements thereof, and also upon their completion, said Premises, buildings, and improvements located thereon shall be subject to the inspection and approval of the Michigan State Fire Marshal and the City of Holland, and any other representatives of interested state, county, or local governments as specified above.

The Lessee agrees, during the occupancy of the Premises, to comply with all laws, local, State, and Federal, including all building codes, pertaining to sanitation, health, policy, and fire protection. In the event it is necessary for Lessee to connect to water, sewer, electrical, or gas utilities to service the improvements to be constructed on the Premises, Lessee shall pay all costs for the connections and utility installations.

12. Insurance; Indemnification. Insurance for loss by fire and extended coverage shall be kept and maintained on all buildings and improvements located on the Premises by the Lessee in such amounts as described herein and with such insurance company or companies as are authorized to write insurance in the State of Michigan. In the event of loss by fire, hail, or windstorm, the proceeds from such insurance shall be used the Lessee to repair or replace such loss within 45 days, or the Lessee shall demolish the building or improvements so damaged and restore the Premises to a graded level and neat appearance. Rent shall not abate during the period the buildings or improvements are untenable.

The Lessee shall procure, keep and maintain during the term of this Lease, or any renewal thereof, insurance policies providing general liability, fire and casualty and property damage insurance of not less than one million dollars ($1,000,000.00) for property damage and of not less than one million dollars ($1,000,000.00) for public liability. Notwithstanding the foregoing, Lessor may, in its discretion, on an annual basis, increase the minimum insurance coverage amounts as herein stated. Such policies shall cover losses caused by the acts and omissions of the Lessee, its agents and employees, or by the operation of vehicles or other equipment owned or operated by the Lessee, its agents or employees. The Certificates of Insurance of Lessee shall name the Lessor as an additional insured. All policies of insurance required to be carried by this Section shall provide, by endorsement or otherwise, that such insurance may not be canceled, terminated, amended or modified for any reason whatsoever, except upon thirty (30) days' prior written notice to Lessor. Prior to the time such insurance is first required to be carried by Lessee, and thereafter, at least fifteen (15) days prior to the expiration of any such policy, Lessee agrees to deliver to Lessor either a duplicate original of the aforesaid policy or a certificate evidencing each such insurance coverage, together with evidence of payment for the policies. Lessee's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Lessor to exercise any of all of the remedies as provided in this Lease in the event of Lessee's default.

The Lessee agrees to defend and hold the Lessor, its agents and employees, harmless from any liability, damages (including, but not limited to, incidental and consequential damages), costs (including, but not limited to, reasonable attorney, expert and other professional fees), settlement payments, obligations, loss,

claim, suit, process of any nature, whatsoever arising out of this Lease or any extension thereof. Except as otherwise prohibited by law, Lessor shall not be liable for any damage, either to person or property, sustained by any person not due directly to the negligent or intentional act or omission of Lessor, including, but not limited to, the interruption or stoppage of services to be provided by Lessor or the furnishings of utilities. Lessee shall indemnify, defend, and save harmless the Lessor, its agents, and employees against and from any liability or claim thereof (including, but not limited to, actual attorneys' fees and costs) whether for injury to persons, including death, damage to property, loss of profits, or otherwise (i) occurring on or arising out of the use of the Premises during the Term of this Lease; (ii) arising out of any default by Lessee under this Lease; (iii) arising out of any act or omission to act by Lessee, its agents, employees, licensees, patients, guests, invitees, contractors or subcontractors at any time; or (iv) arising in connection with the operation of Lessee's business conducted from the Premises. Said agreement to defend and hold harmless shall be in effect even though the Lessee has obtained the various insurance policies hereinabove stated. Both Lessee and Lessor will seek to have their respective insurers waive subrogation of any claim, action, or liability in its insurance coverage against , its agents, officers, employees, or directors. If either Lessee or Lessor is unable to have its respective insurance company waive such right of subrogation, neither Lessee nor Lessor's insurance company shall waive such rights of subrogation.

The Lessor shall have the right to conduct and control, through counsel of its choosing, the defense, compromise or settlement of any third party claim, action or suit against such Lessor as to which indemnification will be sought by Lessor from Lessee hereunder, and in any such case the Lessee shall cooperate in connection therewith and shall furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested by the Lessor in connection therewith; provided, that (i) the Lessee may participate, through counsel chosen by it and at its own expense, in the defense of any such claim, action or suit as to which the Lessor has so elected to conduct and control the defense thereof; and (ii) the Lessor shall not, without the written consent of the Lessee (which written consent shall not be unreasonably withheld), pay, compromise or settle any such claim, action or suit, except that no such consent shall be required if, following a written request from the Lessor, the Lessee shall fail, within 14 days after the making of such request, to acknowledge and agree in writing that, if such claim, action or suit shall be adversely determined, such Lessee has an obligation and ability to provide indemnification hereunder to such Lessor. Notwithstanding the foregoing, the Lessor shall have the right to pay, settle or compromise any such claim, action or suit without such consent, provided that in such event the Lessor shall waive any right to indemnity therefor hereunder unless such consent is unreasonably withheld.

13. Compliance with Federal Agreements. This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport, provided, however, that any right, title, and

interest of the Lessee in the Premises shall not be taken without just compensation therefor being first made. In addition, this Lease shall be subject to the following:

A. This Lease shall be non-exclusive and subordinate to the provisions of any existing or future agreement between the Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditures of Federal funds for the development of the Airport.

B. The Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit regardless of the desires or views of the Lessee, and without interference or hindrance.

C. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, including the right to relocate the Premises, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure on the airport which, in the reasonable opinion of the Lessor, would limit the usefulness of the Airport or constitutes a hazard to aircraft. Lessee waives any and all claims for damages arising from any actions of Lessor authorized by this Section.

D. In the event the Lessee loses the substantial right to use the Premises because of change in federal or state aeronautical regulations within 30 days before or after, such regulations become effective, Lessee shall be entitled to terminate this Lease and if such election is made, it must remove its personal property and Improvements and shall restore the Premises to a graded and level condition and of neat appearance acceptable to Lessor, and in compliance with all Laws and Regulations.

14. Right of Way for Ingress and Egress, Parking, Fencing.

A. The Lessee, its agents, licensees, invitees, sublessees and employees to Lessee shall have the nonexclusive use of any roads or service drives on Tulip City Airport for purposes of ingress and egress to the Premises.

B. The Lessee shall provide parking facilities upon the Premises with the Lessee being responsible for all maintenance, all snow removal, and repair relating to such parking facilities which are not serviced by the Fixed Base Operator for the Airport.

C. In case it becomes necessary to construct any fences for the protection of the public using the Airport as a public facility, or said construction is deemed necessary by the Lessor to preserve substantial uniformity of appearance of all buildings at the Airport, or to provide privacy to the Lessee at the Premises, or if Federal authorities required the construction thereof, such fence shall

be erected at the Lessee's expense, and only after approval and consent is had from the Lessor as to location and type of fencing. Upon the giving of notice by the Lessor to the Lessee, in writing, requesting that fencing be erected on the Premises or surrounding any portion thereof, the Lessee shall erect such fencing as soon as possible and maintain the same in good repair and condition at all times in accordance with the request made by the Lessor. If the Lessor, pursuant to the terms of this clause, requests the Lessee to construct fencing and subsequent thereto requests the same of the Lessee or lessee of land contiguous to the Premises, the Lessor agrees to order such latter Lessee or lessee to reimburse the Lessee ½ of the cost of such portion of fencing erected by the Lessee which is utilized by such latter Lessee or lessee in complying with said request of the Lessor.

15. Conditions Upon Use of the Premises. The Lessee shall have the right to use and possess the Premises and Improvements thereon only in compliance with the Airport Building & Development Standards, Laws and Regulations, and all other applicable Federal, State and local laws and regulations. The Lessor hereby agrees that the Lessee may place a mortgage upon any and all buildings to be located on the Premises for the purposes of securing a loan or loans, and that the Lessee (or Mortgagor) shall notify the Lessor in writing of the name and address of the mortgagee and the terms of the Mortgage prior to the placement thereof. Any notice of default in the terms of the Lease served upon the Lessee by the Lessor shall also be served upon the mortgagee, and said mortgagee shall have a like opportunity to cure such defect as the Lessee may have. Notwithstanding the foregoing, this Lease shall not be subordinate to the interests of any mortgagee in the Premises.

16. Late Rental Payments. If, during the term of this Agreement, the Lessee shall be late in making rental payments as provided herein, the Lessee shall pay, and the Lessor shall receive, a service charge of one and one-half percent (1.5%) per month of the late rental payment until said amount is paid. This shall be in addition to and shall in no way affect any other rights reserved to the Lessor or existing in the Lessor by virtue of the laws of the State of Michigan.

17. Termination, Cancellations, Forfeiture. The Lessor and the Lessee agree that this Lease shall terminate automatically at the expiration of the Term, or any extensions thereof. In no event shall termination of this Lease, whether at the expiration of the Term, or otherwise, excuse any unperformed obligations of Lessee under this Lease, or excuse any obligation that by its nature must be performed after termination of the Lease. Lessor may, but need not, treat any one or more of the following events as a default by Lessee under this Lease:

(a) Lessee's failure to pay Base Rent hereunder when due; provided, however, that Lessee shall have a grace period to pay the Base Rent of seven (7) days (late charges and interest shall nevertheless apply) after written notice by Lessor of the late payment, which grace period shall be applicable not more than twice in any calendar year;

(b) . Lessee's failure to perform or observe any other of Lessee's obligations under this Lease for a period of thirty (30) days after Lessor sends notice to Lessee setting forth the failure in question;

(c) Lessee's interest in this Lease shall be levied upon under execution or other legal process;

(d) a filing of a lien against the Premises or improvements thereon not authorized by Section 15 which is not discharged within one hundred twenty (120) days;

(e) environmental contamination of the Premises that is not or cannot reasonably be remediated within sixty (60) days of the first event of contamination, unless the Tulip City Airport Fueling Rules and Regulations provide for a shorter time period to cure the contamination;

(f) a petition is filed by or against Lessee in a court of bankruptcy and not dismissed within one hundred twenty (120) days, or failure to accept this Lease while in bankruptcy within sixty (60) days after petition;

(g) Lessee shall be declared insolvent according to law, or makes an assignment for the benefit of creditors or petitions for or enters into a similar arrangement; or

(h) Lessee abandons or vacates the Premises during the Term of this Lease for thirty (30) days.

In the event of any default, Lessor, in addition to the remedies given in this Lease or under applicable law, may do any one or more of the following:

(a) terminate this Lease effective on the date of default and Lessee shall then surrender the Premises to Lessor;

(b) enter and take possession of the Premises, either with or without process of law, and remove Lessee with or without having terminated this Lease;

(c) have specific performance of Lessee's obligations; and

(d) cure the default and recover the cost of curing as Base Rent due on demand.

In any event of termination of this Lease as provided in (a) or (b) above, Lessee shall have thirty (30) days after notice of termination to remove its personal property from the Premises.

Lessor's exercise of any of its remedies or its receipt of Lessee's keys shall not be considered an acceptance or surrender of the Premises by Lessee. A surrender must be agreed to in writing signed by both parties. Lessor

may hold Lessee liable for Base Rent and other obligations under the Lease accrued to the date the Lessee vacates the Premises, and for any damages occurring thereafter. Lessor may also accelerate the Base Rent that would have been payable over the remainder of the Term, as extended, which shall be an obligation of Lessee. The present value of this accelerated Base Rent (calculated by using a 7% discount factor) shall be immediately due and payable by Lessee, reduced by the present value of any sums Lessor will receive by reletting the Premises during the Term. Lessee shall also be liable to Lessor for that part of the following sums paid by Lessor:

A. Reasonable broker's fees incurred by Lessor for reletting part or all of the Premises prorated for that part of the reletting term ending concurrently with the then current Term of the Lease;

B. The cost of removing and storing Lessee's property;

C. The cost of minor repairs, alterations and remodeling necessary to put the Premises in a condition reasonably acceptable to a new lessee; and

D. Other reasonable expenses incurred by Lessor in enforcing its remedies.

Lessee shall pay the sums due under this Section promptly upon receiving Lessor's invoice for such amounts. Lessee shall pay reasonable costs and attorneys fees incurred by Lessor in connection with the termination, cancellation, forfeiture, or enforcement of the Lease.

Upon cancellation or termination of the Lease, Lessee or any guarantor of the Lease shall remain liable for any unpaid rent, expenses, or costs to be paid by Lessee to Lessor during the remaining term of this Lease.

GWR

18. Rental Adjustment. Lessor and Lessee hereby acknowledge that the gross area of the Premises (56,453 square feet) anticipates possible future development. In the event a building is constructed resulting in a reduction in dimension of the Premises, the Premises shall be reduced, upon mutual agreement of Lessor and Lessee, and the rent shall be prorated and adjusted in accordance with the aggregate square footage of the Premises. If the square footage of the Premises is reduced by Lessor to the extent that Premises are substantially unusable by Lessee, the Lessee shall have the option to terminate this Lease if Lessor is unable to provide an alternative location at the Airport that is substantially usable by Lessee.

19. Notice of Termination - Lessor. In addition to the provisions of this Agreement relating to termination as are set forth in Paragraph 17 hereof, the Lessor may terminate and cancel this Lease if it is unable to operate the Airport or discontinues operation of the Airport for any reason. Notice of termination shall be sent to Lessee at least ninety (90) days prior to the effective date of the cancellation. Lessee shall only be required to pay Base Rent and provide general maintenance of the Premises up to the effective date of the

cancellation, but all other obligations of Lessee to Lessor hereunder shall survive. Lessor shall have no further obligation to Lessee. If the site will no longer be an airport, Lessee shall be obligated to remove Improvements and put the Premises to a graded and level condition and of neat appearance acceptable to Lessor, and in compliance with all Laws

20. Common Improvement Reimbursement. The first person that installs common improvements (e.g., taxiways, apron areas, road access) that are capable of being shared by other lessees at the Airport, shall initially bear the entire cost of those improvements ("Common Improvements"). Common Improvements must be built in conformance with the Airport Building & Development Standards. The Lessor shall have the authority to allow other persons to use Common Improvements in return for requiring such persons to enter into a reimbursement agreement acceptable to the Lessor for each such person to equitably reimburse the person that initially bore the capital costs of a Common Improvement. At the time Lessor grants authority to allow other persons to use Common Improvements, it will also consider whether base rent for the square footage of area within the Common Improvement should be forgiven. The Lessor does not guarantee that any other lessees will use any Common Improvement. The person originally bearing the cost to construct a Common Improvement shall provide the Lessor with documentation reasonably satisfactory to the Lessor of the capital cost of each such Common Improvement. Any other person desiring to use the Common Improvement shall pay the person(s) who have previously borne all or part of the capital cost of a Common Improvement (e.g., construction, replacement) to be shared an amount such that each person using such Common Improvement bears a pro rata share of such costs. (E.g., the second user shall reimburse the original user one-half the capital costs of the Common Improvement; the third user shall reimburse both the first and second users so that each will have borne one-third of such capital costs.) The reimbursement agreement shall also provide a means for maintenance, repair, and replacement of shared Common Improvements so that each user bears a pro rata share of such costs in the future, but Lessor retains the right to require Lessee to perform maintenance, repairs or replacement of Common Improvements in its reasonable discretion.

21. Time of the Essence. It is further understood and agreed that time is of the essence for the performance of this Lease.

22. Eminent Domain. If all or any portion of the Premises shall be taken by any governmental authority under power of eminent domain:

A. All damages awarded as compensation for the taking or diminution in value to the buildings or improvements on the Premises constructed by the Lessee shall belong to and be the property of the Lessee and any mortgagee thereof.

The Lessee assumes full responsibility for taking whatever action it deems necessary to protect its interests in any proceeding for the condemnation of any part of the leasehold estate herein.

B. If only a part of the Premises shall be so taken or condemned, the Lessee shall, at its expense, proceed to make a complete architectural unit of the remainder of the buildings on the Premises; and, there shall be an abatement of the rental thereafter to be paid hereunder, corresponding with the proportion which the value of the portion of the Premises so taken may bear to the value of the entire Premises at the time of such taking.

C. If more than fifty percent (50%) of the Premises shall be so taken, the Lessee may at its option terminate this Lease and all obligations hereunder, except prior unperformed obligations that have not been satisfied.

23. Quiet Enjoyment. The Lessor covenants that the Lessee, upon paying the aforementioned rentals and performing all the covenants on its part to be performed hereunder, shall and may peacefully and quietly have, hold, and enjoy the Premises, as provided herein, for the term hereof.

24. Assignment of Lessee Interest. It is agreed that the Lessee shall not assign, sub-lease or transfer this Lease, including the buildings or improvements thereon, or any part thereof, without the written consent and approval of the Lessor, which consent shall not be unreasonably withheld. However, the Lessee shall insure that none of its sub-Lessee uses of the Premises would constitute a violation of any provision of this Lease or the FBO Agreement executed by Lessor and Tulip City Air Service, Inc. This paragraph shall not apply to a pledge of this Lease to create a security interest for the construction of the Improvements on the Premises.

25. Memorandum of Lease. The Lessor and the Lessee shall execute a memorandum of this Lease for purposes of public record. The Lessee shall bear all costs with respect to preparing and recording said memorandum.

26. Successors and Assigns. The covenants, conditions, and agreements made and entered into by the parties hereto, are hereby declared binding upon the successors and assigns of the Lessor and upon the successors and/or assigns of the Lessee.

27. Arbitration. Except for the eviction actions which are resolved under summary proceedings, all claims or disputes arising out of or relating to the Lease shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then applying. Venue for such arbitration shall be Grand Rapids, Michigan or Holland, Michigan. Notice of demand for arbitration shall be filed in writing with the other party to the Lease and with the American Arbitration Association, and shall be made within a reasonable time after the claim or dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereon.

Except as written by consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Lease shall include, by consolidation, joinder, or in any other manner, any person or entity not a party to the Lease, unless it is shown at the time the demand for arbitration is filed that:

A. Such person or entity is substantially involved in a common question of fact or law;

B. The presence of such person or entity is required if complete relief is to be accorded in the arbitration; and

C. The interest or responsibility of such person or entity in the matter is not insubstantial. The agreement of the parties to arbitrate claims and disputes shall be specifically enforceable under the prevailing arbitration law. Pending final decision of the arbitrator or arbitrators, the parties shall continue diligently with the performance of their obligations under this Lease.

28. Environmental Covenants. During the term of this Lease, and any holdover periods, Lessee represents and warrants to Lessor that:

A. Lessee shall keep or cause the Premises to be kept free of hazardous materials, except to the extent that such hazardous materials are stored and/or used in compliance with all applicable federal, state, and local laws and regulations (including, but not limited to, the Airport Fueling Rules and Regulations); and without limiting the foregoing, Lessee shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process hazardous materials except in compliance with all applicable federal, state, and local laws and regulations, nor shall Lessee cause or permit, as a result of any intentional or unintentional act or omission on the part of Lessee or any Lessee, Sublessee or occupant, a release, spill, or omission of hazardous materials onto the Premises or onto any other contiguous property; and

B. Upon demand by Lessor, Lessee shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling and testing, and all remedial, removal, and any other actions necessary to clean up and remove all hazardous materials on, under, from, or effecting the Premises as required by all applicable federal, state, and local laws, ordinances, rules, regulations, and policies to the satisfaction of Lessor, and in accordance with the orders and directors of all federal, state, and local governmental authorities. If Lessee fails to conduct an environmental audit required by Lessor, then Lessor may, at its option and at the expense of Lessee, conduct such audit. Except to the extent provided by applicable law, Lessee shall not be responsible for hazardous materials released from a location outside the Premises (unless Lessee is responsible for such release), but Lessee bears the burden of proving such fact.

Subject to the limitations set forth below, Lessee shall defend, indemnify, and hold harmless Lessor, its employees, agents, officers, directors, successors and assigns from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses, including without limitation, attorneys and consultants fees, investigation and laboratory fees, court costs and litigation expenses (attorneys fees, court costs, and expert witness expenses shall be through all appellate, enforcement, or collection proceedings) known or unknown, contingent or otherwise, arising out of or in any way related to:

(1) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or effecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals;

(2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials on the real estate;

(3) any litigation commenced or threatened, settlement reached or government order relating to such hazardous materials with respect to the Premises; and

(4) any violation of laws, orders, regulations, requirements or demands of governmental authorities or any policies or requirements or demands of governmental authorities or any policies or requirements of Lessor, which are based upon or are in any way related to such hazardous to such hazardous material used on the real estate.

For purposes of this paragraph, "hazardous material" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Confiscation and Liability Act of 1980, as amended (42 USC Section 96091, et seq.), the Resource Conservation and Recovery Act, as amended (42 USC Section 69091, et seq.) and any regulations adopted and publications promulgated thereto, or any other federal, state, or local governmental law, ordinance, rule, or regulation.

The provisions of this paragraph shall be in addition to any and all obligations and liabilities of Lessee pursuant to this Lease and shall be in addition to such rights of Lessor under common law and shall survive the termination of this Lease.

Notwithstanding the terms, conditions, and agreements of Section 28 hereof, Lessee shall not be responsible for any environmental condition existing on the Premises prior to the execution of this Agreement except as such environmental condition may be caused, in whole or in part, by Lessee's operations or activities on adjacent or adjoining property.

29. Bankruptcy.

(a) If following the filing of a petition by or against Lessee in a bankruptcy court Lessor shall not be permitted to terminate this Lease as provided above because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended (the "Bankruptcy Code"), then Lessee (including Lessee as Debtor-in-Possession) or any trustee for Lessee agrees promptly, within no more than thirty (30) days after request by Lessor to the Bankruptcy Court, to assume or reject this Lease, and Lessee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Lessor with such Court. Lessee's or the trustee's failure to assume this Lease within said 30-day period shall be deemed a rejection. Lessor shall thereupon immediately be entitled to possession of the Premises without further obligation to Lessee or the trustee, and this Lease shall be terminated, except that Lessor's right to damages for Lessee's default shall survive such termination.

(b) Lessee or any trustee for Lessee may only assume this Lease if (i) it cures or provides adequate assurance that the trustee will promptly cure any default hereunder, (ii) it compensates or provides adequate assurance that the Lessee will promptly compensate Lessor for any actual pecuniary loss to Lessor resulting from Lessee's default, and (iii) it provides adequate assurance of future performance under this Lease by Lessee. In no event after the assumption of this Lease by Lessee or any trustee for Lessee shall any then-existing default remain uncured for a period in excess of ten (10) days. Adequate assurance of future performance of this Lease shall include, without limitation, adequate assurance (A) of the source of Base Rent required to be paid by Lessee hereunder, and (B) that assumption or permitted assignment of this Lease will not breach any provision hereunder.

30. Entire Agreement. This Lease constitutes the entire understanding between the parties, and as of its effective date supersedes all prior independent agreements, statements or understandings between the parties covering the subject matter thereof. No party is relying on any representations or undertaking any obligation not expressly contained herein. Any change or modification hereof must be in writing, signed by both parties, and must indicate it is intended to modify this Lease.

31. Remedies Cumulative; Waiver. All rights and remedies of Lessor under this Lease shall be cumulative. The failure of Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of Lessor to enforce each and every covenant and condition of this Lease.

32. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Lease shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties. No ambiguity in this Lease shall be construed for or against any party.

33. Notice. Any notice given by one party to the other in connection with this Lease shall be in writing and shall be sent by registered mail, return receipt requested, with postage prepaid to:

City of Holland
ATTN: City Manager's Office
City Hall
Holland, MI 49423

A.D.B. & Associates, LLC
ATTN: Marcus Brown
11694 James Street
Holland, MI 49424

Notices shall be deemed to have been received on the date of the receipt as shown on the return receipt.

34. Headings. The headings used on this Lease are intended for convenience of reference only, and do not define or limit the scope or meaning of any provision of this Lease.

35. Governing Law. This Lease is to be construed and governed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the Lessor and Lessee have signed and sealed this Lease the day and year first above written.

LESSOR:

In the Presence of:

CITY OF HOLLAND

Marilyn Sate

By: _____
Albert H. McGeehan
Its: Mayor

Monica Jager

By: _____
Jenifer L. French
Its: Clerk

LESSEE:

A.D.B. & ASSOCIATES, LLC

By: _____

Its: Member

R:\city.airport.lease.3.112502

To: City of Holland

SKETCH OF DESCRIPTION

Note: This is not a Certified Survey Map and is not suitable for recordation per Act 132 of Public Acts of 1970 as amended.

Exhibit A

LEGAL DESCRIPTION

See sheet 2.

If the seal is not violet colored, this drawing is a copy that should be assumed to contain unauthorized alterations. The certifications contained on this document shall not apply to any copies.

No.3686 P. 2
Nov.26. 2002 3:05PM

To: City of Holland

SKETCH OF DESCRIPTION

Note: This is not a Certified Survey Map and is not suitable for recordation per Act 132 of Public Acts of 1970 as amended.

LEGAL DESCRIPTION

Part of the Southwest 1/4 of Section 8, Town 4 North, Range 15 West, City of Holland, Allegan County, Michigan, being described as: Commencing at the Southwest corner of said Section, thence North 89 degrees 56 minutes 03 seconds East 1981.72 feet along the South line of said Section to the point of beginning of the parcel of land herein described; thence North 09 degrees 16 minutes 20 seconds West 257.22 feet; thence North 80 degrees 52 minutes 49 seconds East 44.00 feet; thence North 09 degrees 16 minutes 20 seconds West 93.07 feet; thence North 80 degrees 55 minutes 48 seconds East 180.00 feet; thence South 09 degrees 16 minutes 20 seconds East 35.00 feet; thence South 80 degrees 55 minutes 48 seconds West 80.00 feet; thence South 09 minutes 16 seconds 20 seconds East 57.99 feet; thence North 80 degrees 52 minutes 49 seconds East 20.00 feet; thence South 09 degrees 16 minutes 20 seconds East 283.37 feet; thence South 89 degrees 56 minutes 03 seconds West 166.14 feet along the South line of said Section to the point of beginning. Subject to easements, restrictions and rights-of-way of record.

If the seal is not violet colored, this drawing is a copy that should be assumed to contain unauthorized alterations. The certifications contained on this document shall not apply to any copies.

To: City of Hollan

SKETCH OF DESCRIPTION

Exhibit A

Note: This is not a Certified Survey Map and is not suitable for recordation per Act 132 of Public Acts of 1970 as amended.

LEGAL DESCRIPTION

See sheet 2.

SOUTHWEST CORNER
SECTION 8, T4N, R15W
1" BAR IN MB

SE COR R/W MARKER	NW	67.80'
PP	NW	73.35'
NW COR R/W MARKER	SE	67.53'

SOUTH 1/4 CORNER
SECTION 8, T4N, R15W
IRON PIPE

PP	SW	84.50'
USGS BM	SE	155.50'

If the seal is not violet colored, this drawing is a copy that should be assumed to contain unauthorized alterations. The certifications contained on this document shall not apply to any copies.

Date revised	
Date revised	By

LEGEND

- O Set steel bar
- □ Set wood stake
- ● Found iron stake
- ■ Found concrete monument
- P Plat dimension
- M Measured dimension
- D Description dimension
- C Calculated dimension
- —P— Power line
- Fence
- Concrete
- Asphalt
- Wood decking
- Brick paving

Horiz. Datum	Vertical Datum

HOLLAND ENGINEERING
CONSULTANTS ◻ ENGINEERS ◻ SURVEYORS
418 East 8th St.
Holland, MI 49423-3751
Ph: 616-392-5938 Fax: 616-392-2116
email: hei@sirus.com

Date	Sheet 1 of 2
11-25-02	

Drawn By	Checked By	Surveyed By
JEV	DRP	

S-T-R
Section 8, T4N, R15W

Twp. or City
Holland City

Job No.
02-11-145

Professional Land Surveyor
No. 25867

To: City of Hollan '

SK_TCH OF DESCRIPTION

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Part of the Southwest 1/4 of Section 8, Town 4 North, Range 15 West, City of Holland, Allegan County, Michigan, being described as: Commencing at the Southwest corner of said Section, thence North 89 degrees 56 minutes 03 seconds East 1981.72 feet along the South line of said Section to the point of beginning of the parcel of land herein described; thence North 09 degrees 16 minutes 20 seconds West 257.22 feet; thence North 80 degrees 52 minutes 49 seconds East 44.00 feet; thence North 09 degrees 16 minutes 20 seconds West 93.07 feet; thence North 80 degrees 55 minutes 48 seconds East 180.00 feet; thence South 09 degrees 16 minutes 20 seconds East 35.00 feet; thence South 80 degrees 55 minutes 48 seconds West 80.00 feet; thence South 09 minutes 16 seconds 20 seconds East 57.99 feet; thence North 80 degrees 52 minutes 49 seconds East 20.00 feet; thence South 09 degrees 16 minutes 20 seconds East 283.37 feet; thence South 89 degrees 56 minutes 03 seconds West 166.14 feet along the South line of said Section to the point of beginning. Subject to easements, restrictions and rights-of-way of record.

STATE OF MICHIGAN
DONALD R. PITTS, JR.
LAND SURVEYOR
NO. 25867
LICENSED PROFESSIONAL SURVEYOR

If the seal is not violet colored, this drawing is a copy that should be assumed to contain unauthorized alterations. The certifications contained on this document shall not apply to any copies.

Date revised	
Date revised	By

LEGEND

- O Set steel bar
- □ Set wood stake
- ● Found iron stake
- ■ Found concrete monument
- P Plat dimension
- M Measured dimension
- D Description dimension
- C Calculated dimension
- —P— Power line
- Fence
- Concrete
- Asphalt
- Wood decking
- Brick paving

Horiz. Datum	Vertical Datum

HOLLAND ENGINEERING
CONSULTANTS ▫ ENGINEERS ▫ SURVEYORS
418 East 8th St.
Holland, MI 49423-3751
Ph: 616-392-5938 Fax: 616-392-2116
email: hei@sirus.com

Date	Sheet 2 of 2
11-25-02	

Drawn By	Checked By	Surveyed By
JEV	DRP	

S-T-R
Section 8, T4N, R15W

Twp. or City
Holland City

Job No.
02-11-145

Professional Land Surveyor
No. 25867

Exhibit B

Tulip City Airport

City of Holland

FUELING RULES AND REGULATIONS

June 27, 2000

1. Commercial Fueling.

A. No person other than an FBO may sell aviation fuel at the Airport or engage in fueling operations at the Airport other than self-fueling, in accordance with these fueling rules and regulations, except that Westshore Aviation shall be permitted to continue selling fuel for use in aircraft it manages and to Johnson Controls, provided:

1. Westshore Aviation does not charge, for the fuel it resells, a price higher than the sum of the price paid its supplier and the flowage fee paid for the fuel resold;

2. Westshore Aviation complies with all laws, rules and regulations applying to self-fueling at the Airport adopted by the City of Holland ("City") or any other governmental agency or authority, except as hereinafter set forth;

3. Westshore Aviation shall not be subject to Section 3 (Application for Self-fueling Permit) and Section 4 (Review of Application) of these fueling rules and regulations, except that it shall maintain the insurance required by Section 3.D. and an SPCC Plan required by Section 3.K.; and

4. Westshore Aviation's existing fueling facilities shall not be subject to Section 5 (Structural Controls) of these fueling rules and regulations, except Sections 5.H. (fire extinguisher), I. (sump buckets), and J. (signage), but any new fueling facility shall comply with Section 5. This provision shall not extend to a subsequent sale of Westshore Aviation and Westshore Aviation may not assign or transfer this right.

B. Fuel co-operatives, defined as multiple independent owners of multiple aircraft sharing fueling facilities, are not permitted to operate at the Airport.

C. An FBO shall sell fuel to all aircraft operators desiring to purchase fuel, provide aircraft repairs, and such other services as required by an agreement the FBO shall enter into with the City governing the services to be provided, the manner of their provision, and regulations to be applied.

2. Self-fueling. A person who owns an aircraft which such person operates at the Airport may fuel that aircraft and other vehicles operating solely within the Airport from fueling facilities such person owns and operates at the Airport; provided such person has a self-fueling permit from the City of Holland ("City") and complies with all laws, rules and regulations applying to self-fueling at the Airport adopted by the City or any other governmental agency or authority. Fueling facilities shall include but not be limited to fixed-location fuel storage tanks for aviation fuel or automotive fuel, pipes, pumps, and fuel-transport vehicles. Fixed-location fuel tanks, pipes and pumps shall be located above-ground in a location indicated for self-fueling on the Airport Layout

Plan, as amended from time to time, a current copy of which is attached as Exhibit 1 to these Rules, which location the person shall lease from the City on terms and at a rental rate determined from time to time by the City. For purposes of these Rules, a person shall be deemed to "own" an aircraft and/or fueling facilities if it leases the aircraft and/or fueling facilities from the title owner for financing purposes but has substantial control over and responsibility for the aircraft and/or fueling facilities and the title owner's interest is substantially that of lender or lessor.

3. Application for Self-fueling Permit. Before constructing, installing, or bringing on the Airport any fueling facilities or engaging in any self-fueling, a person desiring to engage in self-fueling must apply for, in writing, and obtain a self-fueling permit from the City. The written application shall contain, at a minimum, the following information:

A. The name and address of the aircraft owner(s) applying for the permit;

B. The name and address of the title owner(s) of the aircraft, if different;

C. Whether the applicant owns or leases the aircraft to be self-fueled;

D. Proof of insurance coverage for contamination, or if such insurance is not available on the market, such other means of financial assurance as would be permitted by 42 USC 6991 to 6991i, which insurance or alternative financial assurance is acceptable to the City, to guarantee adequate funds, in an amount determined by the City, not less than One Million Dollars ($1,000,000) for each fixed location fuel tank proposed, will be available to remove the contemplated fueling facilities and/or remediate any release or spill of fuel released into the environment;

E. Evidence of applicant's financial ability to pay for curing any other violations of these regulations or for damages or injury resulting from any release of contamination or other violation of these regulations in an amount of $1,000,000, excluding the insurance or financial assurance required by the preceding subsection;

F. A written authorization for the FAA and any governmental aviation or aeronautics commission, administrator, agency, and department of any state in which the applicant has operated or lived to release information in their respective files relating to the applicant on such forms as is required by such bodies;

G. Proof of liability insurance coverage, by means of an existing policy or insurance company binder for coverage or letter of intent, effective not later than the date installation of the fueling facilities is to commence, in an amount acceptable to the City not less than Five Million Dollars ($5,000,000), covering any injury to any person or to any property, whether owned by the City or any other person, related to or arising in connection with self-fueling, which insurance policy shall provide for a mandatory notice to the City at least thirty (30) days before cancellation or termination of coverage;

H. Preliminary plans and specifications prepared by an engineer licensed by the State of Michigan for all improvements which the applicant contemplates on the Airport in connection with self-fueling, which plans and specifications may not be modified or deviated from after submittal to the City without the express written consent of the City, and manufacturer specifications for all other fueling facilities which the applicant contemplates using on the Airport in connection with self-fueling, which facilities shall not be altered or replaced unless the City has expressly consented to such alteration or replacement;

I. A timeline of any improvements to be constructed or installed at the Airport;

J. A copy of any permit or approval that may be required from any governmental body other than the City Council of the City;

K. A Spill Prevention Countermeasures and Control ("SPCC") Plan in accordance with the Federal Water Pollution Prevention and Control Act or equivalent state law, complying with applicable regulations and acceptable to the Michigan Department of Environmental Quality;

L. If the applicant will install any improvement capable of being shared by others ("Common Improvement"), an agreement pursuant to Section 10 below for such other users to reimburse the costs of such Common Improvement, a letter of credit from a financial institution reasonably acceptable to the City for the full cost of such Common Improvement, and evidence of builder's risk insurance in an amount of One Million Dollars ($1,000,000); if the applicant will share any Common Improvement installed by another person, an acceptance of the reimbursement agreement with regard to such Common Improvement; provided, however, in no instance shall different owners share fueling facilities;

M. Any other information the City may require or request;

N. A fee in an amount established from time to time by the City Airport Advisory Board to be applied toward the costs of City staff reviewing the application. The applicant shall be responsible for all costs incurred by the City in connection with reviewing and acting on the application, including, but not limited to legal and engineering consultants.

4. Review of Application for Self-fueling Permit. The City Airport Advisory Board will review all applications submitted to the City and recommend approval or denial of all completed applications within ninety (90) days after the completed application has been submitted. If an application is incomplete, the Airport Advisory Board will inform the applicant of the additional information needed. An application may be denied for one or more of the following reasons:

A. The applicant does not meet qualifications, standards and requirements established by these Minimum Standards;

B. The applicant's proposed operations or construction will endanger or pose a threat to the health, safety or welfare of people or property using or located at or in the vicinity of the Airport or creates a safety hazard on the Airport;

C. Granting the application will require the expenditure of funds, labor, or materials of the City or result in a financial loss to the City;

D. There is no appropriate or adequate available space for the applicant's fueling facilities in the area designated within the Airport on the Airport Layout Plan for such facilities;

E. The proposed facilities and/or layout thereof are not consistent with the Airport Layout Plan;

F. The proposed self-fueling operations will result in a congestion of fueling vehicles in the fuel tank area or in areas of the Airport used by aircraft;

G. The proposed self-fueling operations would unduly interfere with the operations of an FBO;

H. The applicant or other owner of the aircraft has provided false information or misrepresented any material fact in the application or in supporting documents or has failed to make full disclosure of information relevant to the application;

I. The applicant or other owner of the aircraft has a record of violating the rules or regulations of this or any other airport, the Civil Air Regulations, or Federal Aviation Regulations;

J. The applicant or other owner of the aircraft has defaulted in the performance of any lease or other agreement with the City or with any other airport owner or authority;

K. The applicant or other owner of the aircraft has failed to provide any of the items required in the application for self-fueling permit to the satisfaction of the City;

L. The applicant or other owner of the aircraft has committed any felony or any other crime or violated any local ordinance, rule, or regulation that adversely reflects on its willingness or ability to comply with the qualifications, standards, or requirements established by these Minimum Standards in connection with self-fueling;

M. Any other reason the City reasonably determines that the applicant's proposed self-fueling or fueling facilities would be or are contrary to health, safety, or welfare of the City or people within the City or in the vicinity of the Airport.

5. Structural Controls.

A. All fueling facilities must at all times meet all requirements imposed by any governmental agency having jurisdiction over fueling facilities at the Airport or by any insurer providing insurance coverage to the Airport or with regard to the particular fueling facilities;

B. Aviation fuel storage tanks shall be above ground in a fixed location. Any tank used to store automotive fuel shall be aboveground in a fixed location or a vehicle-mounted tank of not more than 250 gallons;

C. All aboveground storage tanks shall have secondary containment to prevent a spill, leak or other release from reaching soil or water and comply in all respects with Federal and State requirements applicable to above-ground storage tanks. Any vehicle with a vehicle-mounted fuel storage tank shall be operated only upon paved surfaces, shall not operate upon a runway or taxiway, and shall otherwise be operated in compliance with the requirements of Section 6 below;

D. Vehicles used to transport aviation fuel within the Airport shall have a maximum capacity of 5,000 gallons of fuel, shall have a radio capable of monitoring or communicating with the FBO at the Airport, and shall have safety locks on sumps;

E. Fixed fuel tanks for aviation fuel shall have a capacity of at least 5,000 gallons;

F. All fuel dispensing areas must be paved and improved with measures to prevent contamination of storm water runoff;

G. Adequate grounding wires or other approved means of reducing static electricity acceptable to the Michigan State Police Fire Marshal Division or the Michigan Department of Environmental Quality, whichever has jurisdiction at a given time, shall be installed, inspected, and maintained;

H. A properly maintained and charged fire extinguisher appropriate for aviation fuel fires and a supply of dry absorbent material shall be kept in each fuel transport vehicle operated at the Airport;

I. Each permit holder shall have sump buckets available in the ramp area and hangar area at all times;

J. Each permit holder shall have and keep safety signage posted in the area of fuel dispensing as required by government regulations;

K. Within ninety (90) days of completion of any new structure at the Airport, the permit holder controlling it shall submit a "significant materials list" to the Storm Water Pollution Prevention Plan ("S.W.P.P.P.") administrator;

6. Operational Controls.

A. No fuel in fueling facilities shall be dispensed into any fueling facilities, aircraft or vehicle not owned by the owner of the fueling facilities, except by an FBO;

B. Vehicles used to transport aviation fuel from fixed fuel storage tanks to aircraft shall be properly maintained to prevent leaks, and during operation shall be lighted in accordance with regulations established by federal, state, or local governmental authorities and shall have a radio capable of monitoring or communicating with the FBO at the Airport operating;

C. Over-the-road fuel transport vehicles ("Tankers") may only dispense aviation fuel to fixed fuel storage tanks and shall not directly dispense to fuel transport vehicles used on the Airport or to aircraft;

D. Aviation fuel shall not be stored at the Airport in any vehicle (other than aircraft), including a Tanker, for more than 24 hours at a time and a fuel transport vehicle for use at the Airport shall not be loaded with more aviation fuel than is reasonably expected to dispensed into the self-fueler's aircraft within 24 hours of loading;

E. A vehicle transporting aviation or automotive fuel shall not approach or cross a runway if an aircraft is on the runway, taxiing for takeoff, visible in the air, or if radio communication from the FBO indicates that an aircraft is approaching the Airport, and shall not enter into a zone within fifty (50) yards of an operating or idling aircraft or into an area within which any aircraft is operating or idling (unless the operator of the idling aircraft informs the driver of the fuel transport vehicle that the aircraft will not be moving in the time the fuel transport vehicle would be operating within the same area);

F. All fueling facilities shall be secured when not being used to prevent leaks, spillage, and unauthorized use;

G. All fueling facilities shall be routinely inspected at least monthly, with a comprehensive inspection to be performed at least every six (6) months, with written inspection reports kept on file for a minimum of three years, and maintained in good and workable order and operated in a manner that minimizes the risk of explosion, fire, or release of fuel or any other regulated substance to the environment, and otherwise kept in compliance with all applicable governmental regulation, including conformance with the SPCC Plan and registration requirements;

H. If a spill or release of fuel or any other regulated substance to the environment occurs at the Airport, the holder of the permit for the fueling facilities from which the spill or release occurred shall immediately stop and contain the spill or release, clean up the fuel or substance released, and notify the City of the spill or release and of the steps taken in response. The permit holder shall then proceed to remediate any contaminated soil or water as promptly as reasonably possible;

I. No substances other than aviation fuel for aircraft owned by the permit holder or automotive fuel for other vehicles owned by the permit holder and operated solely within the Airport shall be stored in fueling facilities at the Airport and all regulated substances shall be stored only in containers approved for storage of that substance;

J. No smoking, flames, or sparks shall be permitted within ten (10) yards of any fueling facilities during fueling;

K. All personnel involved in fuel dispensing to fixed storage tanks, fuel transport vehicles or aircraft shall be properly trained to perform their tasks while minimizing the risk of harm to people, property and the environment at the time they commence employment and at least annually thereafter;

L. Oil water separators shall be inspected each six (6) months to assure they remain in good working order and to determine if pumping is appropriate and repaired and/or pumped as appropriate;

M. If any hazardous or regulated substance is spilled or released into a secondary containment structure, the permit holder shall immediately act to stop the spill or release, promptly test the substance in the secondary containment structure for contamination and, if contaminated, dispose of it in accordance with applicable law;

O. S.W.P.P.P. maps will be reviewed and updated every six (6) months and all employees involved in fueling shall have training for the S.W.P.P.P. within ninety (90) days of employment;

P. All self-fueling facilities and areas shall be maintained so as not to present an unsightly appearance or unnecessary danger.

7. Flowage Fee. Self-fuelers shall pay a flowage fee to the City equal to the flowage fee paid by the FBO(s) (or the premium built into the fuel price charged by the FBO(s) for fuel to pay for airport services subsidized by such premium on fuel prices). Westshore Aviation shall pay the flowage fee for any fuel purchased from a supplier other than the FBO (which will charge the flowage fee or equivalent on the sale to Westshore Aviation. The flowage fee shall be established by the City at whatever level it determines appropriate from time to time, which charge shall then apply equally to all self-fuelers until further change.

8. Revocation.

A. The City may revoke a self-fueling permit by written notice to the permit holder for any of the following reasons:

1. An attempted assignment of the permit without the prior written consent of the City;

2. Any material change of any information or fact set forth in an application for a self-fueling permit without the prior written consent of the City;

3. The holder of the self-fueling permit fails to notify the City in writing of any change to any fact set forth in an application for its self-fueling permit, regardless whether such change is material;

4. The City determines that a permit holder has violated the terms of its self-fueling permit or these rules and regulations;

5. The City determines that any condition exists that would have permitted denial of the permit holder's application for a self-fueling permit had such condition existed or been known at the time the permit was granted.

B. Immediately upon receipt of any such notice of revocation, the permit holder shall cease self-fueling and within ten (10) days of the date of any such notice of revocation, the permit holder, or its assign or successor, shall decommission its fueling facilities by fully emptying and securing against access all fuel storage tanks (whether in a fixed location or on a vehicle), draining all pipes, and locking all pumps.

C. The permit holder, or its assign or successor, shall have thirty (30) days from the notice of revocation to submit an application for a new self-fueling permit. If the new application is not submitted within the thirty (30) days, or if following review, the City denies the new permit, the holder of the revoked permit, or its assign or successor, shall remove the fueling facilities within ninety (90) days of the revocation or denial, whichever is later, unless a court of competent jurisdiction enjoins requiring such removal pending a judicial appeal.

D. 1. The City may order Westshore Aviation to cease its fueling operations if it fails to comply with its obligations under these fueling rules and regulations for a period of ten (10) days after written notice from the City of its failure to do so, provided that if Westshore Aviation has commenced curing its failure within the ten (10) days provided, but the cure cannot reasonably be completed within that time, and the failure to comply does not pose an immediate risk to public health, safety or welfare, Westshore Aviation shall be allowed additional time to complete the care

provided it diligently pursues such cure.

2. Immediately upon receipt of any such order to cease fueling , Westshore Aviation shall cease fueling operations and if it fails to cure the violation before the expiration of the cure period, it shall decommission its fueling facilities in the same manner as provided by Section 8.C. for self-fuelers.

3. Westshore Aviation shall have ninety (90) days after the order to cease fuelings to demonstrate to the City that the failure to comply has been cured so that it will not likely recur and if it fails to do so, shall immediately remove its fueling facilities, unless a court of competent jurisdiction enjoins requiring such removal pending a judicial appeal.

9. Alternative Enforcement. If the City determines any fueling system or facilities or condition related thereto violates these rules and regulations or for any other reason poses an immediate risk to public health, safety, or welfare, the City may cure the default or condition and recover all costs of such cure, plus interest at the lower of the highest rate permitted by law or twelve percent (12%), from the permit holder or person without such a permit who is responsible for the presence of the violation or threatening condition.

10. Improvements Payback Agreements. The first person that installs a self-fueling system will initially bear the cost of certain improvements other than fueling facilities that are capable of being shared by others engaged in self-fueling, such as a driveway from the adjoining public road to the area where fixed fuel storage tanks will be located and an access road from that area to the hangar area ("Common Improvements"). The City shall have the authority to allow other persons to use Common Improvements in return for requiring such persons to enter into a reimbursement agreement acceptable to the City for each such person to reimburse the person that initially bore the capital costs of a Common Improvement. The City does not guarantee that any other self-fueler will use any Common Improvement. The person originally bearing the cost to construct a Common Improvement shall provide the City with documentation reasonably satisfactory to the City of the capital cost of each such Common Improvement. Subsequent applicants for a permit to self-fuel shall pay the person(s) who have previously borne all or part of the capital cost of a Common Improvement (e.g., construction, replacement) to be shared an amount such that each person using such Capital Improvement bears a pro rata share of such costs. (E.g., the second user shall reimburse the original user ½ the capital costs of the Common Improvement; the third user shall reimburse both the first and second users so that each will have borne 1/3 of such capital costs.) The reimbursement agreement shall also provide a means for maintenance, repair, and replacement of shared Common Improvements so that each user bears a pro rata share of such costs in the future.

COPY

City Manager's Office
270 South River Avenue
Holland, MI 49423
355-1310 - 355-1490 fax

May 5, 2003

To: Randy Schipper
From: Greg Robinson
Subject: Brown Transport Sublease with ADB.

Enclosed is a revised and signed sublease between ADB & Associates and Brown Transport. Please review this sublease and let me know as soon as possible if it meets with your approval.

Thank you!

Greg

GR/co

Enclosure

Brown Transport, inc.
170 Geurink Boulevard • Holland, Michigan 49423 • (616) 355-0801

GREG,

HERE'S THE LATEST

GARY

RECEIVED APR 30 200

PROPERTY SUBLEASE

between
A.D.B. & ASSOCIATES, L.L.C
and
BROWN TRANSPORT, INC.

This sublease is entered into this 4TH day of APRIL, 2003, by and between A.D.B. & Associates, L.L.C. (the sublessor) a Michigan limited liability company, of 11694 James Street, Holland, Michigan, 49424 and Brown Transport, Inc. (the sublessee), a Michigan corporation, of 11694 James Street, Holland, Michigan, 49424.

The sublessor and sublessee enter into this sublease subject to the following conditions:

1. ***Premises***. The sublessor leases to the sublessee the property located adjacent to the East side of the hanger building that the sublessor leases from the City of Holland. This land is depicted as the fueling area in the site plan attached (Exhibit A). It holds a 12,000 gallon jet fuel tank and truck well.

2. ***Term***. The term of this sublease shall be twenty-five (25) years, commencing on the 1ST day of MAY, 2003.

3. ***Rent***. The sublessee shall pay the sublessor $100 per year as base rent for the premises in equal yearly installments of $100, starting on the commencement date.

4. ***Use***. The premises are to be used and occupied by the sublessee for a fuel farm, consisting of a 12,000 gallon above ground fuel tank.

   The sublessee is required to comply with all terms of the Land Lease between the City of Holland and A.D.B. & Associates, L.L.C. and the sublessee is subject to all the terms of that Land lease (Exhibit B).

   Subleassor and subleasee will comply with and the City of Holland has the right to enforce the Lease, Laws and FBO Agreement between the City of Holland and Tulip City Air Service, Inc. directly against the sublessee as well as the sublessor. These laws include but are not limited to the Airport Building & Development Standards and the Tulip City Airport Fueling Rules and Regulations.

   The sublessor and sublessee are obligated to comply with the requirements and prohibitions regarding self-fueling facilities, for example, the ban on smoking within 10 yards

of fueling facilities during fuel transfer. The sublessee is also obligated to comply with the environmental and safety covenants of the Land Lease (Exhibit B).

5. ***Repairs and maintenance.*** The sublessee shall be responsible for all maintenance and repair of the premises. The sublessee must repair and maintain the premises at the sublessee's expense. The premises shall be kept in good and safe condition, including any system or equipment on the premises, and any other improvements on the premises.

6. ***Surrender of the premises.*** The sublessee shall surrender the premises to the sublessor when this sublease expires in the same condition as on the commencement date, except for normal wear and tear.

7. ***Entry and inspection.*** The sublessee shall permit the sublessor, the sublessor's agents, or the City of Holland to enter the premises at reasonable times and with reasonable notice, to inspect and repair the premises as permitted in the Land Lease. During the 90 days before the sublease expires, the sublessee shall permit the sublessor to place standard "For Lease" signs on the premises and permit persons desiring to lease the premises to inspect the premises.

8. ***Taxes and assessments.*** The sublessee shall pay all real and personal property taxes and assessments levied against the premises during the term of this sublease. All taxes levied on personal property owned or leased by the sublessee are the sole responsibility of the sublessee.

9. ***Assignment and subletting.*** The sublessee may not assign, sublet, or otherwise transfer or convey its interest or any portion of its interest in the premises without written consent from the sublessor together with the City of Holland. The sublessor, subject to approval by the City of Holland, shall have total discretion on its approval of proposed assignments or subleases.

10. ***Insurance.*** The sublessee shall obtain and maintain environmental insurance in an amount and form acceptable to the sublessor to cover the costs of any cleanup assessment investigation and the costs of cleaning up any contamination or pollution on the premises. The insurance policy shall contain a provision exempting the sublessor from any loss of coverage as an insured due to the acts of the sublessee. The sublessee shall give the sublessor customary insurance certifications evidencing that the insurance is in effect during the term of the sublease. All policies must also provide for notice by the insurance company to the sublessor

and the City of Holland of any termination or cancellation of a policy at least 30 days in advance. All policies shall name both the sublessee and the sublessor as insured parties.

11. ***The sublessee's liability.*** All the sublessee's personal property, including trade fixtures, on the premises shall be kept at the sublessee's sole risk, and the sublessor shall not be responsible for any loss of business or other loss or damage that is occasioned by the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises.

12. ***Mutual releases.*** The sublessor and the sublessee, and all parties claiming under them, not including the City of Holland, release each other from all claims and liabilities arising from or caused by any hazards to the extent covered by insurance on the subleased premises or covered by insurance in connection with property or activities on the premises, regardless of the cause of the damage or loss. The sublessor and the sublessee shall each include appropriate clauses waiving subrogation against the other party, consistent with the mutual release in this provision, in their insurance policies on the premises.

13. ***Condemnation.*** If any part of the premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the sublessor or the sublessee may terminate this sublease, effective the date the public authority takes possession. All damages for the condemnation of the premises, or damages awarded because of the taking, shall be payable to and the sole property of the sublessor.

14. ***Indemnity.*** The sublessee agrees to indemnify and defend the sublessor for any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any party with respect to any personal injury (including death) or property damages, from any cause, with respect to the sublessee or the premises, except for liability resulting from the intentional acts or gross negligence of the sublessor or its employees, agents, invitees, or business visitors.

15. ***Subordination.*** This sublease and the sublessee's rights under it shall at all times be subordinate to the lien of any mortgage the sublessor places on the premises or to any collateral assignment the sublessor makes of this lease or of rent under this lease. However, as long as the sublessee is not in default under this sublease, the foreclosure of a mortgage given by the sublessor shall not affect the sublessee's rights under this sublease. At the request of any lienholder, the sublessee shall provide the sublessor

with a customary tenant's estoppel letter regarding the status of this lease. If the sublessor defaults on the payment of its mortgage on the premises, the sublessee may make the monthly payment owed under the mortgage note and deduct that amount from the rent owed under this sublease.

16. ***Notices.*** Any notices given by one party to the other in connection with this sublease shall be in writing and served in person or sent by registered or certified mail, return receipt requested, with postage prepaid to:

City of Holland
ATTN: City Manager's Office
270 S. River Ave.
Holland, MI 49423

A.D.B. & Associates, L.L.C.
ATTN: Marc Brown
11694 James Street
Holland, MI 49424

Brown Transport, Inc.
ATTN: Marc Brown
11694 James Street
Holland, MI 49424

Notices shall be effective on the date of the first attempted delivery. A notice shall be provided to the City of the expiration or termination of this sublease or any change of this sublease. The expiration or termination of the term shall have the effect of terminating the self-fueling permit issued to the subleasee.

17. ***The sublessee's possession and enjoyment.*** As long as the sublessee pays the rent as specified in this lease and performs all its obligations under this lease, the sublessee may peacefully and quietly hold and enjoy the premises for the term of this sublease.

18. ***Holding over.*** If the sublessee does not vacate the premises at the end of the term of this sublease, the holding over shall constitute a month-to-month tenancy at a monthly rental rate to be set by the sublessor at its sole discretion.

19. ***Entire agreement.*** This agreement, together with the security and option agreement entered into between the sublessor and the sublessee, contains the entire agreement of the parties with respect to its subject matter. This agreement may not be modified except by a written document signed by the parties.

20. ***Waiver.*** The failure of the sublessor to enforce any condition of this sublease shall not be a waiver of its right to enforce every condition of this sublease. No provision of this sublease shall be deemed to have been waived unless the waiver is in writing.

21. ***Binding effect.*** This agreement shall bind and benefit the parties and their successors and permitted assigns.

22. ***Time is the essence.*** Time is the essence in the performance of this sublease.

23. ***Effective date.*** This sublease shall be effective the 1ST day of MAY, 2003.

Sublessor	Sublessee
A.D.B. & ASSOCIATES, L.L.C.	BROWN TRANSPORT, INC.
Marc S. Brown	Marc S. Brown
By Marc S. Brown, Member	By Marc S. Brown, President
Date 4-4-03	Date 4-4-03

West Michigan Airport Authority
270 South River Avenue, Holland, MI 49423
P (616) 510-2332
Comprising City of Zeeland, Park Township and City of Holland

October 12, 2015 Item #4

To: West Michigan Airport Authority Board>
From: Greg Robinson, Authority Manager.
Subject: Amendment to Mead & Hunt Design Contract for Airport Business Center.

In October of 2014, the Board approved a contract with Mead & Hunt to prepare the final design for the new Airport Business Center. Progressive AE was a subcontractor to Mead & Hunt for this design and worked extensively with the Final Design Team and staff. The amount of this contract was $180,603 and the Authority's share was $19,300.

There were several aspects of the design work that went beyond the scope of the contract. For example, the number of meetings that Progressive AE needed to attend with the Team, Building & Development Committee and staff far exceeded the contract estimate. Also, there were design elements that needed to be changed well into the design work and this was unforeseen as well.

Enclosed with this report is an Amendment to the design contract in the amount of $10,000 to account somewhat for the additional costs encountered by Progressive. Actually, the additional costs were significantly higher than this $10,000, but Mead & Hunt has agreed to fund another $10,000 and Progressive has agreed to not seek the total amount expended. MDOT/Airports Division does not have funds to add to its share of the design costs, so the $10,000 will be the Authority's expense. Progressive has gone above and beyond to design a building that meets the expectations of the groups involved and to do so according to the desired construction timetable.

Recommendation

It is recommended that the Authority Board approve the Amendment to the Terminal Building Design Services Contract with Mead & Hunt in the amount of $10,000; that this amount be taken from the Airport Business Center project budget; and that Chairperson Tim Klunder be authorized to sign the Amendment, subject to approval as to form by the Authority's attorney.

West Michigan Airport Authority
270 South River Avenue, Holland, MI 49423
P (616) 510-2332
Comprising City of Zeeland, Park Township and City of Holland

October 12, 2015 Item 5.

To: West Michigan Airport Authority Board.
From: Greg Robinson, Authority Manager.
Subject: Amendment to the Mead & Hunt Design Contract for Apron/Sitework.

In October 2014, the Authority Board approved a Design Contract with Mead & Hunt in the amount of $225,936. The Authority's share of this cost was $10,339.

This design work has been completed and construction is well underway. Late in the final design process, it was determined by the Federal Aviation Administration (FAA) and the Michigan Department of Transportation (MDOT)/Airports Division that certain construction specifications needed to be changed. These changes went beyond the initial contract scope of work and cost Mead & Hunt an additional $14,800.

Since this specification change was not the fault of Mead & Hunt nor the Airport Authority, indications have been provided that the FAA and MDOT will fund 95% of this additional cost. This leaves an Authority cost of $740.

Recommendation

It is recommended that the Airport Authority Board approve the Contract Amendment with Mead & Hunt in the amount of $14,800 for additional apron/sitework design services as described in this report, subject to:

1. Approval of the Amendment by MDOT/Airports Division.
2. Approval as to form by the Authority's attorney.
3. That the Authority's share of this cost be taken from the Airport Business Center project budget.

WMAA MONTHLY FBO REPORT

Total Fuel Gallons Delivered	Current Month Sep-15	One Year ago Sep-14	Fiscal Year To Date 10/1/14- 9/30/15	F/Y to Date Compared 2014
	50,920	65,088	589,119	-40,787

Transplant Flights

Wings Of Mercy Flights	**2**
Freight Flights From/To Holland	**20**
FREIGHT WEIGHT	**36,963#**
NUMBER OF PARTS IF KNOWN	107 skids/ 15 boxes

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 12, 2015**

SUBJECT: **WMAA Communications Committee Board Update**

Tier 1 *(most important)*

UPDATE WEBSITE ON A CONTINUAL BASIS

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

SOCIAL NETWORKING

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

  The WMRA Facebook page has grown to 1,860 (from1,777) "Likes."

  Recent Facebook posts.

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

Tier 2 *(important)*

PRESS RELEASES/NEWS ARTICLES

- September 14, 2015, Holland Sentinel, "Holland Airport Continues Raising Money for Welcome Center," Andrea Goodell
- September 21, 2015, Holland Sentinel, "WMRA Celebrates Groundbreaking with a Flourish," Andrea Goodell

  Holland Sentinel Articles and Tweet

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

2015-2016 PARADES & EVENTS

- **Wings of Mercy CareAffaire**: Saturday, August 22, 2015 This year the CareAffaire Fundraiser was the best attended and every statistic was well above previous years' events.
  Total Income: $31,560.00 Pancake Breakfasts Served: 650 Young Eagles Flights: 98 Models Built: 125

  The 2015 Wings of Mercy CareAffaire video can be viewed at: **HTTPS-//YOUTU.BE/RABDGG#11204E2**
- **Holland's Parade of Lights:** Tuesday, December 1, 2015
- **Tulip Time Muziekparade:** Saturday, May 14, 2016 (sixth consecutive year)
  The float received a Director's Award for "Creativity" from the Tulip Time Board in 2013 and 2015.

PRESENTATIONS/SPEAKING ENGAGEMENTS

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

TIER 3 *(less important)*

FUNDRAISING FOR NEW AIRPORT BUSINESS CENTER PROJECT

- (Tier 2) A fundraising letter, visual and reply card was mailed to select Holland/Zeeland area businesses and organizations.
  The fundraising committee is moving forward with fundraising efforts.
- (Tier 3) An informational and fundraising Postcard to the Community will be mailed the week of October 12 to each voter household in the Cities of Holland and Zeeland and Park Township.

  The new giving section on the WMRA website for credit card users is ready to use. Try the new "Donate" button!

  www.WestMichiganRegionalAirport.com

WMAA GROUND BREAKING CEREMONY

- The WMAA Ground Breaking Ceremony was a great success. A warm and sunny day, future pilots that began the ceremony with a "flourish," fantastic speakers and good food all made for a meaningful and historical event.

  Holland TV produced an awesome video of the event. **HTTPS://VIMEO.COM/139969719**

  The event was well received and covered by radio and TV stations.

Please contact Karen if you have any questions or comments.
k.scholten@cityofholland.com C 616.953.9633 H 616.399.8509

West Michigan Airport Authority
Member and Staff Roster
(Revised 10.12.2015)

City of Holland

Todd Whiteman
1161 Alden Court
270 South River Ave.
(616) 848.6796 (C)
t.whiteman@cityofholland.com; todd@dnlakeshore.org
Term Expiration: November 2016

Christopher Martin
1172 Beach Drive, Holland, MI 49423
616.395.0110 (W)/ 616.335.9305 (H)
chris@psgteam.com
Term Expiration: 2016

Liz Hoffswell
343 Pine Avenue, Holland, MI 49423
(616) 510.5701
liz@westcoastchamber.org
Term Expiration: January 2016

Dave Hoekstra
443 Central avenue, Holland, MI 49423
(616) 886-8000
d.hoekstra@cityofholland.com
Term Expiration: November 2016

City of Zeeland

Kevin Klynstra (12/2011)
21 S. Elm Street, Zeeland, MI 49464
616.772.6400 Ext. 1218 (O)/ 616.283.3407 (C)
kklynstra@ci.zeeland.mi.us;
Term Expiration: 2018

Tim Klunder (Chair)
21 S. Elm Street, Zeeland, MI 49464
616.772.6400 (O)/ 616.218.1383 (C)
citymgr@ci.zeeland.mi.us
Term Expiration: 2017

Lester Hoogland
353 N. Colonial, Zeeland, MI 49464
616.772.4156 (H)/616.218.5663 ©
clerk@ci.zeeland.mi.us
Term Expiration: 2017

Sally Gruppen (Alternate)
516 W. Lawrence, Zeeland, MI 49464
616.772.4021 (H)
clerk@ci.zeeland.mi.us

Park Township

Russ Sylte (Secretary)
1835 Erin Isle Drive, Holland, MI 49424
616.886.8530 (M)
rds@metalflow.com
Term Expiration: 2018

Mike Toscano (Vice-Chair)
1228 Oakhampton, Holland MI 49424
616.738.1738 (H)/ 616.738.8882 (M)
mtoscano28@yahoo.com
Term Expiration: 2016

Calvin (Cal) Matthysse
1196 Waukazoo Dr., Holland, MI 49424
616.450.4750 (M)/ 616.399.0408 (H)
cal@matthysse.net
Term Expiration: 2016

Jerry Felix (Alternate)
52 - 152nd Avenue, Holland, MI 49424
(616) 399-4520 (O)
jfelix@parktownship.org

West Michigan Airport Authority
Member and Staff Roster
(Revised 10.12.2015)

Ex-Officio Members

Jim Storey (Allegan Co. Rep.)
344 West 35th Street, Holland, MI 49423
616.848.9767 (C)
jmstore@yahoo.com

Don Disselkoen (Ottawa Co. Rep)
300 Farington Blvd. #2, Holland, MI 49423
616.395.9820 (H)/ 616.886.7047 (C)
ddiss@att.net

Youth-On-Board

Megan Stumbo, Holland Christian
megans85@hollandchristian.org

Zach Urbytes, Holland Christian
zachu54@hollandchristian.org

Nathaniel Harder, Holland Public School
ngrantharder@gmail.com

Other/Staff

Greg Robinson (Staff)
City of Holland
270 S. River Avenue, Holland, MI 49423
616.355.1310 (O)/ 616.566.3759 (M)
g.robinson@cityofholland.com

Ron Ludema (FBO)
Tulip City Air Service
1581 S. Washington, Holland, MI 49423
616.392.7831
rludema@tulipcityair.com

Karen Scholten (Communications Assistant)
City of Holland
270 S. River Avenue, Holland, MI 49423
616.355.1305 (O)/ 616.355.1490 (F)
616.399.8509 (Home)
k.scholten@cityofholland.com
kscholten@charter.net

Sinka Babinec (Staff)
City of Holland
270 S. River Avenue, Holland, MI 49423
616.355.1317 (O)/ 616.355.1490 (F)
s.babinec@cityofholland.com

Budget Performance Report

Fiscal Year to Date 10/08/15
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**									
430502.24	State Grant MDOT State Capital	.00	.00	.00	.00	.00	.00	.00	+++	10,180.71
450582.C	Contributions from Other Govts From City of Holland	100,000.00	.00	100,000.00	.00	.00	100,635.97	(635.97)	101	98,435.26
450582.P	Contributions from Other Govts From Park Township	102,000.00	.00	102,000.00	.00	.00	.00	102,000.00	0	92,479.74
450582.Z	Contributions from Other Govts From City of Zeeland	52,700.00	.00	52,700.00	.00	.00	62,950.63	(10,250.63)	119	52,016.66
460621.9	Fees-Agreements Emergency Services Fee	.00	.00	.00	.00	.00	.00	.00	+++	177.55
460654.1	Franchise Fees FBO Franchise Fees	22,200.00	.00	22,200.00	.00	.00	5,450.01	16,749.99	25	21,800.04
460654.5	Franchise Fees Fuel Flowage Fee	65,000.00	.00	65,000.00	.00	.00	9,575.83	55,424.17	15	65,032.69
460654.7	Franchise Fees Landing Fees	.00	.00	.00	.00	.00	6,125.55	(6,125.55)	+++	23,465.27
480665.0	Investment Income General	3,000.00	.00	3,000.00	.00	.00	777.17	2,222.83	26	7,691.23
480665.X	Investment Income Market Adjustment	.00	.00	.00	.00	.00	.00	.00	+++	(167.28)
480669.24	Rental Hangar Land Lease	85,000.00	.00	85,000.00	.00	.00	19,996.78	65,003.22	24	91,609.10
480669.25	Rental Agricultural Land Lease	11,500.00	.00	11,500.00	.00	.00	.00	11,500.00	0	11,200.38
480669.26	Rental T-Hangars	52,000.00	.00	52,000.00	.00	.00	9,880.00	42,120.00	19	54,580.00
490685.1	Recoveries Insurance	23,000.00	.00	23,000.00	.00	.00	.00	23,000.00	0	.00
490692.0	Miscellaneous General	.00	.00	.00	.00	.00	.00	.00	+++	100.00
	Department **000 - General Revenues** Totals	$516,400.00	$0.00	$516,400.00	$0.00	$0.00	$215,391.94	$301,008.06	42%	$528,601.35
Department	**541 - Airport Business Center Project**									
490675.AIR	Private Donations WMAA - From Companies	.00	.00	.00	.00	.00	15,000.00	(15,000.00)	+++	25,500.00
	Department **541 - Airport Business Center Project** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$15,000.00	($15,000.00)	+++	$25,500.00
	REVENUE TOTALS	$516,400.00	$0.00	$516,400.00	$0.00	$0.00	$230,391.94	$286,008.06	45%	$554,101.35
EXPENSE										
Department	**540 - Airport Operations**									
710701.0	Payroll-Regular General	.00	.00	.00	.00	.00	.00	.00	+++	3,424.90
710701.3	Payroll-Regular Allocated	16,700.00	.00	16,700.00	.00	.00	.00	16,700.00	0	.00
710707.0	Payroll-Temporary Help General	.00	.00	.00	.00	.00	3,526.65	(3,526.65)	+++	26,195.62
710707.8	Payroll-Temporary Help Allocated	27,300.00	.00	27,300.00	.00	.00	.00	27,300.00	0	.00
711702.0	Payroll-Vacation/PTO General	280.00	.00	280.00	.00	.00	.00	280.00	0	262.15
711703	Payroll-Holidays	200.00	.00	200.00	.00	.00	.00	200.00	0	137.72
711716.1	Insurance Health	9,700.00	.00	9,700.00	.00	.00	.00	9,700.00	0	11,332.73
711716.2	Insurance Dental	30.00	.00	30.00	.00	.00	.00	30.00	0	28.04
711717	Insurance-Life & AD&D	10.00	.00	10.00	.00	.00	.00	10.00	0	5.37
711718.1	Retirement Contribution MERS	320.00	.00	320.00	.00	.00	.00	320.00	0	269.82
711720	Insurance-Income Protection	25.00	.00	25.00	.00	.00	.00	25.00	0	21.47
711725	Compensated Absences Adjustment	.00	.00	.00	.00	.00	.00	.00	+++	653.52
712715	Employer FICA/Medicare Contribution	2,470.00	.00	2,470.00	.00	.00	269.79	2,200.21	11	2,253.06
712723	Unemployment Comp Insurance	40.00	.00	40.00	.00	.00	.00	40.00	0	36.39
712724	Workers Comp Insurance	25.00	.00	25.00	.00	.00	.00	25.00	0	19.80
721730.0	Postage General	100.00	.00	100.00	.00	.00	45.76	54.24	46	51.17

Budget Performance Report

Fiscal Year to Date 10/08/15
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**									
721740.0	Operating Supplies General	500.00	.00	500.00	.00	.00	82.50	417.50	16	300.41
721740.CAP	Operating Supplies Controlled Items-Capital Type	.00	.00	.00	.00	.00	.00	.00	+++	681.14
721905.0	Photocopies/In-House Printing General	50.00	.00	50.00	.00	.00	1.22	48.78	2	9.97
721931.0	Bldg & Grnds Maint General	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0	11,390.00
721933.0	Equipment Maintenance General	18,000.00	.00	18,000.00	.00	.00	.00	18,000.00	0	20,883.67
722801.9010	Contr-Printing/Promo Advertising/Promotional	30,000.00	.00	30,000.00	.00	.00	12,065.55	17,934.45	40	7,170.91
722804.0	Contractual-Legal General	5,000.00	.00	5,000.00	.00	.00	2,718.17	2,281.83	54	20,583.55
722805.1	Contractual-Finance Independent Audit	6,300.00	.00	6,300.00	.00	.00	7,000.00	(700.00)	111	5,500.00
722805.4	Contractual-Finance Financial Service Fees	.00	.00	.00	.00	.00	68.06	(68.06)	+++	265.83
722807.5	Contractual-Architect/Engineer Engineering	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
722808.MOW	Contr-Bldgs&Grnds Mowing	25,000.00	.00	25,000.00	.00	.00	14,565.50	10,434.50	58	25,149.00
722808.MTCE	Contr-Bldgs&Grnds Maintenance-General Repairs	20,000.00	.00	20,000.00	.00	.00	2,933.86	17,066.14	15	20,812.57
722808.SNOW	Contr-Bldgs&Grnds Snowplowing	60,000.00	.00	60,000.00	.00	.00	.00	60,000.00	0	58,435.75
722809.61	Contractual-Misc Contract-Management Services	32,000.00	.00	32,000.00	2,349.17	.00	9,396.64	22,603.36	29	27,280.00
722809.62	Contractual-Misc Airport Manager-Tulip City Air	4,000.00	.00	4,000.00	.00	.00	1,063.30	2,936.70	27	4,729.39
723850.0	Communications Telephone	500.00	.00	500.00	.00	.00	52.65	447.35	11	313.62
723860.0	Travel, Conf, Seminars General	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	682.69
723910.0	Commercial Insurance Premiums General	21,000.00	.00	21,000.00	.00	.00	18,914.00	2,086.00	90	19,647.00
723920.GATE	Public Utilities Fence Gates	550.00	.00	550.00	.00	.00	110.31	439.69	20	434.59
723920.LAND	Public Utilities Landing Lights & System	3,800.00	.00	3,800.00	.00	.00	728.00	3,072.00	19	4,855.49
723920.PLOT	Public Utilities Parking Lot Lights	950.00	.00	950.00	.00	.00	207.05	742.95	22	780.36
723920.RUNW	Public Utilities Runway Lights	5,200.00	.00	5,200.00	.00	.00	1,161.36	4,038.64	22	4,985.19
723920.THAN	Public Utilities T-Hangars	3,200.00	.00	3,200.00	.00	.00	552.76	2,647.24	17	3,509.88
723942.0	Building Rental/Lease General	7,400.00	.00	7,400.00	.00	.00	200.00	7,200.00	3	1,100.00
723955.0	Misc. General	3,500.00	.00	3,500.00	.00	.00	581.85	2,918.15	17	3,333.16
723961.0	Dues & Subscriptions General	400.00	.00	400.00	.00	.00	295.00	105.00	74	365.00
723964.2	Refunds Property Tax Prior Years	.00	.00	.00	.00	.00	.59	(.59)	+++	14.85
730971.0	Land General	.00	.00	.00	.00	.00	.00	.00	+++	27,923.25
730974.0	Land Improvements General	10,000.00	.00	10,000.00	.00	.00	450.00	9,550.00	4	.00
730975.0	Buildings & Structures General	.00	.00	.00	.00	.00	804,780.00	(804,780.00)	+++	29,640.00
770956.0	Contingency General	184,350.00	.00	184,350.00	.00	.00	.00	184,350.00	0	.00
	Department **540 - Airport Operations** Totals	$516,400.00	$0.00	$516,400.00	$2,349.17	$0.00	$881,770.57	($365,370.57)	171%	$345,469.03
Department	**541 - Airport Business Center Project**									
721933.0	Equipment Maintenance General	.00	.00	.00	.00	.00	52,318.13	(52,318.13)	+++	.00
723955.Q5	Misc. Signage/Billboards	.00	.00	.00	.00	.00	859.00	(859.00)	+++	.00
	Department **541 - Airport Business Center Project** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$53,177.13	($53,177.13)	+++	$0.00
	EXPENSE TOTALS	$516,400.00	$0.00	$516,400.00	$2,349.17	$0.00	$934,947.70	($418,547.70)	181%	$345,469.03

Budget Performance Report

Fiscal Year to Date 10/08/15
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** Totals									
	REVENUE TOTALS	516,400.00	.00	516,400.00	.00	.00	230,391.94	286,008.06	45	554,101.35
	EXPENSE TOTALS	516,400.00	.00	516,400.00	2,349.17	.00	934,947.70	(418,547.70)	181	345,469.03
	Fund **Z01 - WMAA (Airport) General Fund** Totals	$0.00	$0.00	$0.00	($2,349.17)	$0.00	($704,555.76)	$704,555.76		$208,632.32
	Grand Totals									
	REVENUE TOTALS	516,400.00	.00	516,400.00	.00	.00	230,391.94	286,008.06	45	554,101.35
	EXPENSE TOTALS	516,400.00	.00	516,400.00	2,349.17	.00	934,947.70	(418,547.70)	181	345,469.03
	Grand Totals	$0.00	$0.00	$0.00	($2,349.17)	$0.00	($704,555.76)	$704,555.76		$208,632.32

Fund Equity Changes Report

Through 10/08/15
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.A	Fund Balance - Assigned (By Action) Apron, Building & Sitework	25,500.00	.00	.00	25,500.00				
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	735,027.05	.00	.00	735,027.05				
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	$927,948.05	$0.00	$0.00	$927,948.05	$208,632.32	$230,391.94	$934,947.70	$432,024.61
	Fund Type **GENERAL FUND** Totals	$927,948.05	$0.00	$0.00	$927,948.05	$208,632.32	$230,391.94	$934,947.70	$432,024.61
	Fund Category **GOVERNMENTAL** Totals	$927,948.05	$0.00	$0.00	$927,948.05	$208,632.32	$230,391.94	$934,947.70	$432,024.61
	Grand Totals	$927,948.05	$0.00	$0.00	$927,948.05	$208,632.32	$230,391.94	$934,947.70	$432,024.61

Trial Balance Listing

Through 10/08/15
Detail Balance Sheet Listing
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund	**Z01 - WMAA (Airport) General Fund**					
CURRENT ASSETS						
110001.675	Cash Due from Cash/Inv Pool	1,119,881.97	259,344.59	953,963.09	425,263.47	1,059,219.52
113040.0	Accounts Receivable General	31,328.31	46,652.40	69,778.08	8,202.63	4,282.29
114026.2009	Taxes Receivable 2009	21.59	.00	.00	21.59	20.95
114026.2010	Taxes Receivable 2010	62.40	.00	.08	62.32	62.40
114026.2011	Taxes Receivable 2011	72.56	.00	.40	72.16	72.56
114026.2012	Taxes Receivable 2012	42.74	.00	.28	42.46	48.01
114026.2013	Taxes Receivable 2013	46.88	.00	.47	46.41	53.78
114026.2014	Taxes Receivable 2014	.00	.00	20.80	(20.80)	.00
114027.2012	IFT Taxes Receivable 2012	40.65	.00	.00	40.65	40.65
114031	Allowance for Uncollectible Taxes	(308.15)	.00	.00	(308.15)	(308.15)
119073.3	Due from Local Govt Units Due from Zeeland City	.00	62,950.63	62,950.63	.00	.00
119078.1	Due from State of Michigan Due from State-Aeronautics	8,782.58	.00	10,180.71	(1,398.13)	(1,398.13)
	CURRENT ASSETS Totals	$1,159,971.53	$368,947.62	$1,096,894.54	$432,024.61	$1,062,093.88
CURRENT LIABILITIES						
210202.0	Accounts Payable General	(17,882.52)	940,115.21	922,232.69	.00	(7,674.99)
211202	Contracts Payable	(600.00)	600.00	.00	.00	.00
212257.0	Accrued Wages Payable General	(495.00)	495.00	.00	.00	.00
212262.1	Accrued Fringes Payable FICA-Social Security/Medicare	(37.87)	37.87	.00	.00	.00
21B339.0	Deferred Revenue General	(4,375.77)	4,375.77	.00	.00	.00
	CURRENT LIABILITIES Totals	($23,391.16)	$945,623.85	$922,232.69	$0.00	($7,674.99)
FUND BALANCE						
341390.A	Fund Balance - Assigned (By Action) Apron, Building & Sitework	(25,500.00)	.00	.00	(25,500.00)	.00
341390.E	Fund Balance - Assigned (By Action) For Emergencies	(25,000.00)	.00	.00	(25,000.00)	(25,000.00)
341390.R	Fund Balance - Assigned (By Action) For Capital Acquisitions	(142,421.00)	.00	.00	(142,421.00)	(142,421.00)
342390	Fund Balance-Unassigned	(735,027.05)	.00	.00	(735,027.05)	(760,527.05)
	FUND BALANCE Totals	($927,948.05)	$0.00	$0.00	($927,948.05)	($927,948.05)
	P/Y Fund Equity Adjustment	(208,632.32)	.00	.00	(208,632.32)	.00
	Fund Revenues	.00	.00	230,391.94	(230,391.94)	(198,336.16)
	Fund Expenses	.00	945,128.41	10,180.71	934,947.70	71,865.32
	Fund **Z01 - WMAA (Airport) General Fund** Totals	$0.00	$2,259,699.88	$2,259,699.88	$0.00	$0.00
	Grand Totals	$0.00	$2,259,699.88	$2,259,699.88	$0.00	$0.00

City of Holland

Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
AIR Airport	PAYABLES ACCOUNT	10/08/2015	28901

Selected Invoices

Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
AIR Airport					
1102 - HOPE COLLEGE BUSINESS SERVICES	2016-00001470	AIRPORT - ACCT #000002397	09/30/2015	09/30/2015	461.38
2087 - KAREN SCHOLTEN	2016-00001485	AIRPORT - REIMBURSEMENT OF EXPENSES	09/30/2015	09/30/2015	304.47
800 - STATE OF MICHIGAN	AA 380781	AIRPORT - AERO LOC SPONSOR DEPOSIT	09/10/2015	09/30/2015	492,225.00
800 - STATE OF MICHIGAN	AA 380782	AIRPORT - AERO LOC SPONSOR DEPOSIT	09/10/2015	09/30/2015	312,555.00
733 - THE HOLLAND SENTINEL	2016-00001484	AIRPORT - CUST #00002067	09/27/2015	09/30/2015	342.00
322 - TULIP CITY AIR SERVICE INC	15-024233	AIRPORT - SEPTEMBER SERVICES	09/30/2015	09/30/2015	5,871.44
Total Selected Invoices: 6					$811,759.29

City of Holland

Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
AIR Airport	PAYABLES ACCOUNT	09/24/2015	28674

Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
AIR Airport						
	3177 - FAA - MIKE MONRONEY AERONAUTICAL CENTER	2016-00001258	AIRPORT - INVOICE #AJW-FN-CSA-15-C203	09/24/2015	09/24/2015	52,318.13
	146 - HOLLAND BOARD OF PUBLIC WORKS	2016-00001259	AIRPORT - ACCT #05614000-01	09/14/2015	09/24/2015	72.88
	146 - HOLLAND BOARD OF PUBLIC WORKS	2016-00001260	AIRPORT - ACCT #05614220-01	09/14/2015	09/24/2015	436.66
	146 - HOLLAND BOARD OF PUBLIC WORKS	2016-00001261	AIRPORT - ACCT #77524873-01	09/14/2015	09/24/2015	38.00
	146 - HOLLAND BOARD OF PUBLIC WORKS	2016-00001262	AIRPORT - UTILITIES	09/24/2015	09/24/2015	200.63
	146 - HOLLAND BOARD OF PUBLIC WORKS	2016-00001263	AIRPORT - UTILITIES	09/24/2015	09/24/2015	154.27
	320 - REHMANN ROBSON PC	RR285973	AIRPORT - 6/30/15 FY15 WMAA AUDIT	09/21/2015	09/24/2015	7,000.00
	Total Selected Invoices: 7					$60,220.57

City of Holland

Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
AIR Airport	PAYABLES ACCOUNT	10/01/2015	28794

Selected Invoices

AIR Airport

Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
755 - C L CONSTRUCTION	1615	MIDWEST REGIONAL AIRPORT TEMPORARY SIGN	09/16/2015	09/30/2015	859.00
231 - CATERING CONCEPTS	103	AIRPORT - FOOD	09/22/2015	09/30/2015	164.35
234 - FIFTH THIRD BANK - CREDIT CARD	2016-00001411	AIRPORT - ACCT #5473-7816-7800-2363	09/14/2015	09/30/2015	56.10
120 - HOLLAND LITHO SERVICE INC	61915	AIRPORT - TERMINAL BROCHURE	08/29/2015	09/30/2015	438.57
120 - HOLLAND LITHO SERVICE INC	62659	AIRPORT - INVITE	09/15/2015	09/30/2015	125.31
120 - HOLLAND LITHO SERVICE INC	62664	AIRPORT - INVITE REORDER	09/15/2015	09/30/2015	125.31
120 - HOLLAND LITHO SERVICE INC	62681	AIRPORT - ENVELOPES	09/15/2015	09/30/2015	190.83
2087 - KAREN SCHOLTEN	2016-00001412	AIRPORT - REIMBURSEMENT FOR EXPENSES	09/30/2015	09/30/2015	213.15
3145 - SCHURMAN COMMUNICATIONS LLC	2016-00001413	AIRPORT - FUNDRAISING SERVICES	09/30/2015	09/30/2015	3,429.20
800 - STATE OF MICHIGAN	LF 380561	AIRPORT - LICENSE FEE	08/26/2015	09/30/2015	50.00
Total Selected Invoices: 10					$5,651.82

City of Holland

Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
AIR Airport	PAYABLES ACCOUNT	09/17/2015	28484

Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
AIR Airport						
	101 - CUNNINGHAM DALMAN P.C.	223803	AIRPORT - LEGAL SERVICES	09/11/2015	09/17/2015	2,124.40
	2060 - MICHIGAN WEST COAST CHAMBER OF COMMERCE	125517	AIRPORT - ANNUAL MEMBERSHIP DUES	09/14/2015	09/17/2015	295.00
	1137 - POSTMASTER	2016-00001121	AIRPORT - ACCT # 494162 PRIORITY MAIL SERVICES	09/17/2015	09/17/2015	45.76
	Total Selected Invoices: 3					$2,465.16