

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

P (616) 368-3023

Comprising City of Zeeland, Park Township and City of Holland



West Michigan Airport Authority

Special Meeting Agenda

November 30, 2020

12:30am – 5:00pm

Meeting will be conducted through Zoom

Authority Members

City of Holland

Dave Hoekstra
Scott Corbin
Megan Stumbo

City of Zeeland

Kevin Klynstra
Beth Blanton
Les Hoogland

Park Township

Russ Sylte
Skip Keeter
Jeff King

Ex-officio

Jim Storey
Doug Zylstra

1. Public Comment.
2. Memorandum of Understanding with Nexus Climate Control Systems.
3. Consent to E.C. Aviation Sublease.
4. Airport Authority Director Interviews:
 - A. 1:00 p.m. Aaron Thelenwood
 - B. 2:00 p.m. John Kosak
 - C. 3:00 p.m. Christopher Hopkins
 - D. Discussion and possible action.
5. Next meeting: December 14, 2020, by Zoom.
6. Adjourn.

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

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423
P (616) 510-2332

Comprising City of Zeeland, Park Township and City of Holland



November 30, 2020

Item 2.

To: West Michigan Airport Authority Board.
From: Greg Robinson, Airport Authority Manager.
Subject: Memorandum of Understanding with Nexus.

At the November 9, 2020 Board meeting, a representative of Nexus Climate Control, LLC explained that they would like to relocate the company to WM Regional Airport in one of the Gentex (E.C. Aviation, LLC) hangars. Nexus manufactures and installs heating and cooling equipment in aircraft. This company would be in the western-most E.C. Aviation hangar under a sublease. Subleases are permitted within this land lease subject to approval by the Authority, provided that the sublessee meets the terms of the primary lease.

The Board approved Nexus locating at the airport subject to subsequent approval being provided by the Board to a Memorandum of Understanding and to the sublease with E.C. Aviation. The E.C. Aviation sublease is the next item on the November 30, 2020 agenda.

Included with this report is a Memorandum of Understanding (MOU) with Nexus for this project. The MOU describes the operations to be conducted, the minimum standards and what needs to occur in the event Nexus wishes to change or expand its operations.

Also included with this report is the FAA Advisory Circular regarding minimum standards for commercial aeronautical activities. Board member Jeff King has provided this to you earlier. I would suggest that soon:

1. The Board and staff review its policy and FAA regulations regarding allowing commercial aeronautical activities at the airport to be sure that it is encouraging additional commercial uses, that it is prepared for potential requests in the future, and how minimum standards are to be applied.
2. The Board, staff and Terry Boer review the Fixed Base Operator (FBO) Agreement to determine if the terms of this agreement allow the FBO to be competitive with

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

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

P (616) 510-2332

Comprising City of Zeeland, Park Township and City of Holland



potential Specialized Aviation Service Operations that offer similar services to the FBO.

Recommendation

It is recommended that the Authority Board approve the Memorandum of Understanding with Nexus Climate Control, LLC.

Attachments: Memorandum of Understanding
 FAA Advisory Circular

11-24-20
3:30 pm

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2020, by and between the **West Michigan Airport Authority**, a Michigan community airport authority formed under Act 206 of the Public Acts of 1957, as amended, MCL 259.621, of 60 Geurink Boulevard, Holland, Michigan 49423 ("Authority"), and **Nexus Climate Control, LLC**, a Michigan limited liability company, of 44280 Deep Hollow, CIR, Northville, Michigan 48168 ("Nexus").

Background

On July 1, 2009, the Authority entered into a Fixed Base Operator Agreement ("Agreement") with Tulip City Air Service, Inc., d/b/a Flyby Air ("Flyby"), whereby Flyby agreed to provide full service fixed base operator services at the West Michigan Regional Airport ("Airport"). Nexus has entered into a sublease with E.C. Aviation Services, Inc. at the Airport to manufacture and install the Nexus Climate Control, LLC product line. This would include the repair and maintenance of aircraft for conditions determined and discovered during the course of development and operations ("Operations").

The purpose of this MOU is to outline the terms, conditions, and agreements of the Authority and Nexus relating to the Operations to be conducted by Nexus.

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES
CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Operations to be Conducted. Nexus agrees that the Operations to be conducted at the Airport will be limited solely to the defined Operations set forth in this MOU. The repair and maintenance of any aircraft shall be limited solely to conditions determined and discovered during the installation of Nexus Control Systems on the aircraft. In conducting the Operations, the Nexus shall be designated and characterized as a Specialized Aviation Service Operation ("SASO").

2. Minimum Standards Compliance. Nexus and the Authority agree that Nexus shall meet the minimum standards for air frame-power plant repair ("Standards"), which are attached hereto as **Exhibit A**.

3. Change or Expansion of Operations. Nexus and the Authority agree that in the event Nexus should desire to change or expand the scope of its Operations, that Nexus shall submit an application to the Authority specifically outlining the change, amendment, or expansion of its Operations and shall provide such additional documentation and information as the Authority may request. Nexus acknowledges that the Authority is undergoing a review of its minimum standards for commercial aeronautic activities, and the Nexus application will be reviewed in accordance with any updated minimum standards. Nexus shall not conduct any change or expansion of its Operations until review and compliance with such minimum standards as may be adopted by the Authority.

4. Remedy. In the event of a dispute or challenge regarding the interpretation of this MOU, the parties agree that they shall submit the dispute or

interpretation to facilities mediation. The parties shall attempt to select a single person facilitator by mutual agreement. In the event the parties are unable to select a mutually agreeable facilitator, each party shall select a facilitator. Each party shall pay its allocated costs and expenses (including attorney's fees) incurred during the facilitation. The conduct of facilitated mediation shall be a mandatory prerequisite for the filing of any proceeding before the Michigan Department of Transportation or the Federal Aviation Administration.

5. Binding Effect. This Memorandum of Understanding shall be binding on the parties hereto, their heirs, successors, personal representatives, or assigns.

6. Complete Agreement. This Agreement represents the complete agreement between the parties hereto, and no term, condition, or agreement has been agreed by the parties, except as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the date first noted above.

West Michigan Airport Authority

By: _____
Typed Name: _____
Its: _____

Nexus Climate Control, LLC

By: _____
Typed Name: _____
Its: _____

EXHIBIT A

Airframe – Power Plant Repair

Any person desiring to engage in airframe and/or power plant repair service must meet the following minimum operating standards:

Land

The leasehold shall contain a land area of at least 25,000 square feet to provide space for all buildings, temporary parking of a land aircraft, employee parking and customer parking.

Buildings

Lease or construct a building, which will provide at least 5,000 square feet of properly lighted and heated space to perform work, office space, storage, and a public waiting area that includes indoor rest room facilities and a public telephone.

Personnel

Two people currently certified by the Federal Aviation Administration, with ratings appropriate for work being performed.

Hours of Operation

The normal operating hours are to be from 8:00 am to 5:00 pm, five (5) days a week.

Equipment

Sufficient equipment, supplies and availability of parts to perform maintenance in accordance with manufacturers' recommendations or equivalent.

Insurance Coverage

As required in Exhibit M.

EXHIBIT M
Insurance Coverage Requirements

<u>Type of Use</u>	<u>CGL*</u>	<u>Completed Products</u>	<u>Passenger</u>	<u>Hangar Keepers</u>
Sales (Non OEM**)	X	X	X	X
Airframe - Power Plant Repairs	X	X		X
Rental	X	X	X	
Flight Training	X	X	X	
Fuels and Dispensing	X	X		X
Avionics, Inst. Repairs	X	X		X
Taxi and Commuter Operations	X	X	X	X
Clubs	X		X	

All uses are to provide a minimum of \$5 million coverage for each category noted. The only exceptions to this are:

1. Passenger liability for non-jet aircraft is \$1 million.
2. Clubs must provide a minimum of \$1 million per category noted.

* Comprehensive General Liability

** Original Equipment Manufacturer

Other Requirements

1. Proof of insurance must be provided annually with the West Michigan Airport Authority and City of Holland listed as additional insured with proper endorsements.
2. An AM Best rating of "A" or higher is required for all insurance carriers.
3. These insurance levels can be reduced by the West Michigan Airport Authority Board if it determines in its sole judgment that a lesser amount will adequately protect the Authority and City of Holland interests.



U.S. Department
of Transportation

**Federal Aviation
Administration**

Advisory Circular

Subject: MINIMUM STANDARDS FOR
COMMERCIAL AERONAUTICAL
ACTIVITIES

Date: August 28, 2006
Initiated by: AAS-400

AC No: 150/5190-7
Change:

1. PURPOSE. This advisory circular (AC) provides basic information pertaining to the Federal Aviation Administration's (FAA's) recommendations on commercial minimum standards and related policies. Although minimum standards are optional, the FAA highly recommends their use and implementation as a means to minimize the potential for violations of Federal obligations at federally obligated airports.

2. CANCELLATION. AC 150/5190-5, *Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities* (Change 1), dated June 10, 2002, is cancelled.

3. BACKGROUND. In accordance with the Airport and Airway Improvement Act of 1982, 49 United States Code (U.S.C.) § 47101, *et seq.*, and the Airport Improvement Program Sponsor Assurances, the owner or operator of any airport (airport sponsor) that has been developed or improved with Federal grant assistance or conveyances of Federal property assistance is required to operate the airport for the use and benefit of the public and to make it available for all types, kinds, and classes of aeronautical activity.¹ The Surplus Property Act of 1944 (as amended by 49 U.S.C., §§ 47151-47153) contains a parallel obligation under its terms for the conveyance of Federal property for airport purposes. Similar obligations exist for airports that have received nonsurplus government property under 49 U.S.C. § 47125 and previous corresponding statutes.

These Federal obligations involve several distinct requirements. Most important is that the airport and its facilities must be available for public use as an airport. The terms imposed on those who use the airport and its services must be reasonable and applied without unjust discrimination, whether by the airport sponsor or by a contractor or licensee who has been granted a right by the airport sponsor to offer services or commodities normally required to serve aeronautical users of the airport.

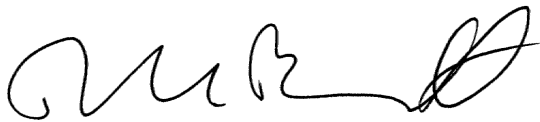
Federal law requires that recipients of Federal grants (administered by the FAA) sign a grant agreement or covenant in a conveyance of property that sets out the obligations that an airport sponsor assumes in exchange for Federal assistance. The FAA's policy recommending minimum standards stems from the airport sponsor's grant assurances and similar property conveyance obligations to make the airport available for public use on reasonable conditions and without unjust discrimination.

¹ The legislative background for the provisions discussed in this AC began as early as 1938 and evolved under the Federal Aid to Airports Program (FAAP), Airport Development Aid Program (ADAP), and Airport Improvement Program (AIP).

4. USE OF THIS AC. This AC addresses FAA's policy on minimum standards and provides guidance on developing effective minimum standards. This AC describes the sponsor's prerogative to establish minimum standards for commercial aeronautical service providers at federally obligated airports. Additionally, this AC provides guidance for self-service operations and self-service rules and regulation of other aeronautical activities. It does not address requirements imposed on nonaeronautical entities, which are usually addressed as part of the airport's contracts, leases, rules and regulations, and/or local laws. The FAA does not approve minimum standards. However, the FAA airports district and regional offices will review proposed minimum standards at the request of an airport sponsor. The FAA regional and district offices may advise airport sponsors on the appropriateness of proposed standards to ensure the standards do not place the airport in a position inconsistent with its Federal obligations.

5. RELATED READING MATERIALS.

- a. *FAA Airport Compliance Requirements*, Order 5190.6A, dated October 16, 1989.
- b. Further information can be obtained at the Airports District Office (ADO) in your area. A listing of ADOs can be found at http://www.faa.gov/airports_airtraffic/airports/regional_guidance/.



DAVID L. BENNETT
Director, Office of Airport
Safety and Standards

SECTION 1. MINIMUM STANDARDS

1.1. POLICY. The airport sponsor of a federally obligated airport agrees to make available the opportunity to engage in commercial aeronautical activities by persons, firms, or corporations that meet reasonable minimum standards established by the airport sponsor. The airport sponsor's purpose in imposing standards is to ensure a safe, efficient and adequate level of operation and services is offered to the public. Such standards must be reasonable and not unjustly discriminatory. In exchange for the opportunity to engage in a commercial aeronautical activity, an aeronautical service provider engaged in an aeronautical activity agrees to comply with the minimum standards developed by the airport sponsor. Compliance with the airport's minimum standards should be made part of an aeronautical service provider's lease agreement with the airport sponsor.

The FAA suggests that airport sponsors establish reasonable minimum standards that are relevant to the proposed aeronautical activity with the goal of protecting the level and quality of services offered to the public. Once the airport sponsor has established minimum standards, it should apply them objectively and uniformly to all similarly situated on-airport aeronautical service providers. The failure to do so may result in a violation of the prohibition against exclusive rights and/or a finding of unjust economic discrimination for imposing unreasonable terms and conditions for airport use.

1.2. DEVELOPING MINIMUM STANDARDS.

a. Objective. The FAA objective in recommending the development of minimum standards serves to promote safety in all airport activities, protect airport users from unlicensed and unauthorized products and services, maintain and enhance the availability of adequate services for all airport users, promote the orderly development of airport land, and ensure efficiency of operations. Therefore, airport sponsors should strive to develop minimum standards that are fair and reasonable to all on-airport aeronautical service providers and relevant to the aeronautical activity to which it is applied. Any use of minimum standards to protect the interests of an exclusive business operation may be interpreted as the grant of an exclusive right and a potential violation of the airport sponsor's grant assurances and the FAA's policy on exclusive rights.

b. Authority Vested in Airport Sponsors. Grant Assurance 22 *Economic Nondiscrimination* Sections (h) and (i) (see 49 U.S.C. § 47107) provides that the sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

Under certain circumstances, an airport sponsor could deny airport users the opportunity to conduct aeronautical activities at the airport for reasons of safety and efficiency.² A denial based on safety must be based on evidence demonstrating that safety will be compromised if the applicant is allowed to engage in the proposed aeronautical activity. Airport sponsors should carefully scrutinize the safety reasons for denying an aeronautical service provider the opportunity to engage in an aeronautical activity if the denial has the possible effect of limiting competition.

The FAA is the final authority in determining what, in fact, constitutes a compromise of safety. As such, an airport sponsor that is contemplating the denial of a proposed on-airport aeronautical activity

² The word efficiency refers to the efficient use of navigable airspace, which is an Air Traffic Control function. It is not meant to be an interpretation that could be construed as protecting the "efficient" operation of an existing aeronautical service provider at the airport.

is encouraged to contact the local Airports District Office (ADO) or the Regional Airports Office before taking action. Those offices will then seek assistance from FAA Flight Standards (FS) and Air Traffic (AT) to assess the reasonableness and whether unjust discrimination results from the proposed restrictions on aeronautical activities based on safety and efficiency.

c. Developing Minimum Standards. When developing minimum standards, the most critical consideration is the particular nature of the aeronautical activity and operating environment at the airport. Minimum standards should be tailored to the specific aeronautical activity and the airport to which they are to be applied. For example, it would be unreasonable to apply the minimum standards for a fixed-base operator (FBO) at a medium or large hub airport to a general aviation airport serving primarily piston-powered aircraft. The imposition of unreasonable requirements illustrates why “fill-in-the-blank” minimum standards and the blanket adoption of standards of other airports may not be effective. Instead, in Section 2 of this document, the FAA has provided guidance in the form of questions and examples to illustrate an approach to the development and implementation of minimum standards. It is important that the reader understand that what follows does not constitute a complete model for minimum standards, but rather a source of ideas to which the airport sponsor can turn when developing minimum standards.

d. Sponsor Prerogative to Establish Minimum Standards. When the airport sponsor imposes reasonable and not unjustly discriminatory minimum standards for airport operations through the use of reasonable minimum standards, the FAA generally will not find the airport sponsor in violation of the Federal obligations. Considerations for applying those standards may include, but are not limited to, the following:

- (1) Apply standards to all providers of aeronautical services, from full service FBOs to single service providers;
- (2) Impose conditions that ensure safe and efficient operation of the airport in accordance with FAA rules, regulations, and guidance;
- (3) Ensure standards are reasonable, not unjustly discriminatory, attainable, uniformly applied and reasonably protect the investment of providers of aeronautical services to meet minimum standards from competition not making a similar investment;
- (4) Ensure standards are relevant to the activity to which they apply; and
- (5) Ensure standards provide the opportunity for newcomers who meet the minimum standards to offer their aeronautical services within the market demand for such services.

Note: There is no requirement for inclusion of nonaeronautical activities (such as a restaurant, parking or car rental concession) in minimum standards since those activities are not covered under the grant assurances or covenants in conveyance of Federal property.

e. Practical Considerations. Many airport sponsors include minimum standards in their lease agreements with aeronautical service providers. While minimum standards implemented in this manner can be effective, they also render the airport sponsor vulnerable to the challenges of prospective aeronautical service providers on the grounds that the minimum standards are not objective. The FAA encourages airport sponsors to publish their minimum standards periodically. Minimum standards can be amended periodically over time; however, a constant juggling of minimum standards is not encouraged. Notifying aeronautical service providers that the changes to

minimum standards are to improve the quality of the aeronautical service offered to the public can facilitate earlier acceptance of changes. An airport sponsor can provide for periodic reviews of the minimum standards to ensure that the standards continue to be reasonable. To foster a more receptive environment, the FAA encourages airport sponsors to include aeronautical users in the process leading to changes in minimum standards.

f. Factors to Consider. Numerous factors can and should be considered when developing minimum standards. Airport sponsors may avoid unreasonable standards by selecting factors that accurately reflect the nature of the aeronautical activity under consideration. It is impossible for the FAA to present every possible factor necessary for a task, mostly because of the vast differences that exist between individual airports. Obvious factors one should consider are:

- (1) What type of airport is at issue? Is it a large airport or a small rural airport? Will the airport provide service to only small general aviation aircraft or will it serve high performance aircraft and air taxi operators as well?
- (2) What types of aeronautical activities will be conducted on the airport?
- (3) How much space will be required for each type of aeronautical activity that may prospectively operate at the airport?
- (4) What type of documentation will business applicants be required to present as evidence of financial stability and good credit?
- (5) To what extent will each type of aeronautical activity be required to demonstrate compliance with sanitation, health, and safety codes?
- (6) What requirements will be imposed regarding minimum insurance coverage and indemnity provisions?
- (7) Is each minimum standard relevant to the aeronautical activity for which it is to be applied?

g. New Versus Existing Aeronautical Service Providers. Airport sponsors are encouraged to develop minimum standards for new aeronautical business ventures it desires to attract to the airport. Minimum standards may be part of a competitive solicitation to encourage prospective service providers to be more responsive in their proposals. Minimum standards can be modified to reflect the airport's experience and to be watchful for new opportunities (i.e. such as Specialized Aviation Service Operations (SASOs)). Minimum standards should be updated to reflect current conditions that exist at the airport and not those that existed in the past. In any case, once an airport sponsor receives a proposal for a new aeronautical business, it must ascertain whether the existing minimum standards can be used for the new business or new minimum standards should be developed to better fit the new business venture. However, in all cases, the airport sponsor must ensure that in changing minimum standards for whatever reason, it is not applying unreasonable standards or creating a situation that will unjustly discriminate against other similarly situated aeronautical service providers. The FAA stands by the principle that once minimum standards have been established, airport sponsors must uniformly apply them to all similarly situated aeronautical service providers. Some points of consideration are as follows:

- (1) Can new minimum standards be designed to address the needs of both existing and future aeronautical business? If not, can a tiered set of minimum standards be developed to address the

same type of aeronautical activity but differ significantly in scale and investment (i.e. an FBO building large hangars and serving high performance aircraft and a second FBO building and only T-hangars and serving only smaller general aviation aircraft)?

(2) Was the minimum standard created under a lease agreement (with a specific aeronautical service provider) so the subject standard may not be reasonable if applied to other aeronautical service providers?

(3) Has conformance to the minimum standards been made a part of the contract between the aeronautical service provider and the airport sponsor?

(4) Has the financial performance of the airport improved or declined since the time the minimum standards were implemented?

1.3. MINIMUM STANDARDS APPLY BY ACTIVITY.

Difficulties can arise if the airport sponsor requires that all businesses comply with all provisions of the published minimum standards. An airport sponsor should develop reasonable, relevant, and applicable standards for each type and class of service.

a. Specialized Aviation Service Operations. When specialized aviation service operations (SASOs), sometimes known as single-service providers or special FBOs, apply to do business on an airport, “all” provisions of the published minimum standards may not apply. This is not to say that all SASOs providing the same or similar services should not equally comply with all applicable minimum standards. However, an airport should not, without adequate justification, require that a service provider desiring to provide a single service or less than full service also meet the criteria for a full-service FBO. Examples of these specialized services may include aircraft flying clubs, flight training, aircraft airframe and powerplant repair/maintenance, aircraft charter, air taxi or air ambulance, aircraft sales, avionics, instrument or propeller services, or other specialized commercial flight support businesses. Airport sponsors generally do not allow fuel sales alone as a SASO, but usually require that fuel sales be bundled with other services.

b. Independent Operators. If individual operators are to be allowed to perform a single-service aeronautical activity on the airport (aircraft washing, maintenance, etc.), the airport sponsor should have a licensing or permitting process in place that provides a level of regulation and compensation satisfactory to the airport. Frequently, a yearly fee or percentage of the gross receipts fee is a satisfactory way of monitoring this type of operation.

c. Self-Fueling and Other Self-Service Activities. Since self-service operations performed by the owner or operator of the aircraft using his or her own employees and equipment are not commercial activities, the FAA recommends that airport sponsor requirements concerning those non-commercial activities be separate from the document designed to address commercial activities. Airport rules and regulations or specific language in leases can better address requirements concerning self-service operations and other airport activities.

Self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the airport,

an FBO or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein.

In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner. Title 14 Code of Federal Regulations (CFR) Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any aircraft owned or operated by the pilot.

1.4. THROUGH THE FENCE OPERATOR. The owner of an airport may, at times, enter into an agreement (i.e. access agreement or lease agreement) that permits access to the public landing area by independent operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, the airport property. However, a through-the-fence operation could undermine an airport's minimum standards unless the airport sponsor is careful to apply its minimum standards through an airport access agreement, including conditions to protect the airport's ability to meet all of its Federal obligations.

a. No Obligation to Permit Through-the-Fence. The obligation to make an airport available for the use and benefit of the public does not require the airport sponsor to permit ground access by aircraft from adjacent property. Through-the-fence arrangements can place an encumbrance upon the airport property and reduce the airport's ability to meet its Federal obligations. As a general principal the FAA does not support agreements that grant access to the public landing area by aircraft stored and serviced off-site on adjacent property.

In some cases, however, the airport sponsor may opt to grant through-the-fence access, but it should do so on a case-by-case basis and only when the airport retains its ability to meet its Federal obligations. To minimize the possibility of conflict between a through-the-fence agreement and the airports' ability to meet its Federal obligations, the airport sponsor must retain the legal right to require the off-site property owner or party granted access to the airport to conform in all respects to the requirements of any existing or proposed grant agreement or Federal property conveyance obligation. This includes requirements to ensure operating safety and equitable compensation for use of the airport. Special safety and operational requirements should be incorporated into any access agreement to ensure that the through-the-fence access does not complicate the control of vehicular and aircraft traffic or compromise the security of the airfield operations area.

Proposed new agreements granting access to a public landing area from off-site locations should be reported to the FAA Regional Airports Division with a full statement of the circumstances and a copy of the proposed through-the-fence or access agreement so the FAA can review it for consistency with the airport sponsor's Federal obligations and incorporate it into the current Airport Layout Plan (ALP).

b. Access Agreement. Any through-the-fence access should be subject to a written agreement between the airport sponsor and the party granted access. The access agreement should specify what specific rights of access are granted; payment provisions that provide, at a minimum, parity with similarly situated on-airport tenants and equitable compensation for the use of the airport; expiration date; default and termination provisions; insurance and indemnity provisions; and a clear statement that the access agreement is subordinate to the grant assurances and/or Federal property conveyance obligations and that the sponsor shall have the express right to amend or terminate the access agreement to ensure continued compliance with all grant assurances and Federal property conveyance obligations.

The access agreement should have a fixed contract period and the airport sponsor is under no obligation to accept a proposed assignment or sale of the access agreement by one party to another. It is encouraged that airport sponsors expressly prohibit the sale or assignment of its access agreement.

1.5. RESERVED.

SECTION 2. GUIDANCE ON DEVELOPING MINIMUM STANDARDS

2.1. SAMPLE QUESTIONS. As a guide for the airport sponsor, the following series of questions are provided to address some of the various types of specific services or activities frequently offered to the public:

a. Fuel Sales. The on-airport sale of fuel and oil requires numerous considerations that include, but are not limited to, the physical requirements for a safe and environmentally sound operation. Some recommended considerations are listed below:

- (1) Where on the airport will the fuel tanks be installed? Who will control access to the fueling site? What parties will be granted access to the site to receive fueling services?
- (2) Will fuel tanks be installed above or below ground? Will fuel trucks be utilized to fuel remotely parked aircraft?
- (3) Will the fueling operator have sufficient fuel capacity and types of fuel to accommodate the mix of aircraft using the airport?
- (4) How many days' supply of fuel will be available on airport? Are provisions to resupply the on-airport fuel tanks sufficient to ensure a continuous fuel supply?
- (5) Will the fueling operator have suitable liability insurance and indemnify the airport sponsor for liability for its fueling operation, including fuel spills and environmental contamination?

b. Personnel Requirements. An aeronautical service provider's need for personnel will be dictated by the size of the airport and the public demand for aeronautical services. In all instances, an airport sponsor will be well advised to ensure that aeronautical service providers have sufficient personnel to run their operation safely and meet aeronautical demand for the services in question. Naturally, the personnel requirements will vary with the specific aeronautical service being offered.

- (1) How many fully trained and qualified personnel will be available each day and over what hours to provide aeronautical services? Will this reasonably meet the demand by aeronautical users?
- (2) Describe the training and qualifications of personnel engaged in the services provided to aeronautical users.

c. Airport and Passenger Services. This is a necessary consideration in those instances where the airport has aeronautical service providers engaged in handling services for air carrier and/or cargo carriers that do not provide their own support personnel on-site:

(1) Provide a list of the equipment and services (both above and below wing) that will be provided by the aeronautical service provider, including ground power units, over night parking areas, towing equipment, starters, remote tie-down areas, jacks, oxygen, compressed air, tire repair, sanitary lavatory service, ticketing and passenger check-in services, office and baggage handling services and storage space.

(2) What provisions have been made regarding passenger conveniences and services?

(a) Access to passenger loading bridges/steps, sanitary rest rooms, boarding hold rooms, telephones, food and beverage service, and other passenger concessions.

(b) Access to concession and ground transportation services for the benefit of passengers and/or crewmembers.

d. Flight Training Activities. On-airport flight training can be provided by the airport sponsor/owner or by a service provider. The minimum standards imposed on flight instruction operations should take the following information into consideration:

(1) What type of flight training will the service provider offer?

(2) What arrangements have been made for the office space the school is required to maintain under 14 CFR 141.25? What is the minimum amount of classroom space that the service provider must obtain?

(3) Will flight training be provided on a full-time or part-time basis?

(4) What type of aircraft and how many will be available for training at the on-airport location?

(5) What provisions have been made for the storage and maintenance of the aircraft?

(6) What provisions will be made for rest rooms, briefing rooms, and food service?

(7) What coordination and contacts exist with the local Flight Standards District Office?

e. Aircraft Engine/Accessory Repair and Maintenance. The applicant for an on-airport repair station is subject to several regulatory requirements under 14 CFR Part 145 *Repair Stations*. Depending on the type and size of the proposed repair station, the following questions may provide helpful guidelines:

(1) What qualifications will be required of the repair station employees? Typically, the holder of a domestic repair station certificate must provide adequate personnel who can perform, supervise, and inspect the work for which the station is rated.

(2) What repair station ratings does the applicant hold?

(3) What types of services will the repair station offer to the public? These services can vary from repair to maintenance of aircraft and include painting, upholstery, etc.

(4) Can the applicant secure sufficient airport space to provide facilities so work being done is protected from weather elements, dust, and heat? The amount of space required will be directly related to the largest item or aircraft to be serviced under the operator's rating.

(5) Will suitable shop space exist to provide a place for machine tools and equipment in sufficient proximity to where the work is performed?

(6) What amount of space will be necessary for the storage of standard parts, spare parts, raw materials, etc.?

(7) What type of lighting and ventilation will the work areas have? Will the ventilation be adequate to protect the health and efficiency of the workers?

(8) If spray painting, cleaning, or machining is performed, has sufficient distance between the operations performed and the testing operations been provided to prevent adverse affects on testing equipment?

f. Skydiving. Skydiving is an aeronautical activity. Any restriction, limitation, or ban on skydiving on the airport must be based on the grant assurance that provides that the airport sponsor may prohibit or limit aeronautical use for the safe operation of the airport (subject to FAA approval). The following questions present reasonable factors the sponsor might contemplate when developing minimum standards that apply to skydiving:

(1) Will this activity present or create a safety hazard to the normal operations of aircraft arriving or departing from the airport? If so, has the local Airports District Office (ADO) or the Regional Airports Office been contacted and have those FAA offices sought the assistance from FAA Flight Standards (FS) and Air Traffic (AT) to assess whether safe airport operations would be jeopardized?

(2) Can skydiving operations be safely accommodated at the airport? Can a drop zone be safely established within the boundaries of the airport? Is guidance in FAA AC-90-66A *Recommended Standards Traffic Patterns and Practices for Aeronautical Operations at Airports Without Operating Control Towers*, 14 CFR Part 105 and United States Parachute Association's (USPA) *Basic Safety Requirements* being followed?

(3) What reasonable time periods can be designated for jumping in a manner consistent with Part 105? What experience requirements are needed for an on-airport drop zone?

(4) What is a reasonable fee that the jumpers and/or their organizations can pay for the privilege of using airport property?

(5) Has the relevant air traffic control facility been advised of the proposed parachute operation? Does the air traffic control facility have concerns about the efficiency and utility of the airport and its related instrument procedures?

(6) Will it be necessary to determine the impact of the proposed activity on the efficiency and utility of the airport, related instrument approaches or nearby Instrument Flight Rules (IFR)? If so, has FAA Air Traffic reviewed the matter and issued a finding?

g. Ultralight Vehicles and Light Sport Aviation. The operation of ultralights and light sport aircraft are aeronautical activities and must, therefore, be generally accommodated on airports that have been

developed with Federal airport development assistance. Airport sponsors are encouraged to consider some of the following questions:

- (1) Can ultralight aircraft be safely accommodated at the airport? Is guidance in FAA AC-90-66A *Recommended Standards Traffic Patterns and Practices for Aeronautical Operations at Airports Without Operating Control Towers* and 14 CFR Part 103 being followed?
- (2) Can all types of Light Sport aircraft be safely accommodated at the airport?
- (3) Will this activity present or create a safety hazard to the normal operations of aircraft arriving or departing from the airport? If so, has FAA Flight Standards reviewed the matter and issued a finding?
- (4) Will an FAA airspace study be necessary to determine the efficiency and utility of the airport when considering the proposed activity? If so, has FAA Air Traffic reviewed the matter and issued a finding?

h. Fractional Aircraft Ownership. Fractional ownership programs are subject to an FAA oversight program similar to that provided to air carriers, with the exception of en route inspections. The FAA has for a long time and under certain circumstances, interpreted an aircraft owner's right to self-service to include operators. For example, a significant number of aircraft operated by airlines are not owned but leased under terms that give the operator airline owner-like powers. The same is true for other aeronautical operators such as charter companies, flight schools, and flying clubs, which may not hold title to the aircraft, but through leasing arrangements, for example, retain full and exclusive control of the aircraft for long periods of time. The same is true of 14 CFR Part 91 Subpart K. Fractional ownership companies are subject to operational control responsibilities, maintenance requirements, and safety requirements not unlike 14 CFR Part 135 operators. For additional information on fractional ownership, contact your local Flight Standards District Office.

i. Other Requirements. When drafting minimum standards documents, airport sponsors may have to take into account other Federal, state, and local requirements. This includes Federal requirements and guidance by the Transportation Safety Administration (TSA) and the Environmental Protection Agency (EPA), state requirements such as aircraft registration (in some states) and local fire regulations. For guidance on matters such as these, please contact the FAA's Airports District Office (ADO) in your area and/or state aviation agency. A listing of ADOs can be found at http://www.faa.gov/airports_airtraffic/airports/regional_guidance/. Information and contacts regarding state aviation agencies is available at <http://www.nasao.org/>.

2.2. THROUGH 2.5. RESERVED.

APPENDIX 1. DEFINITIONS

1.1. The following are definitions for the specific purpose of this AC.

a. Aeronautical Activity. Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

b. Airport. An area of land or water that is used, or intended to be used, for the aircraft takeoff and landing. It includes any appurtenant areas used, or intended to be used, for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon. It also includes any heliport.

c. Airport District Office (ADO). These FAA offices are outlying units or extensions of regional airport divisions. They advise and assist airport sponsors with funding requests to improve and develop public airports. They also provide advisory services to the owners and operators of both public and private airports in the operation and maintenance of airports. See the FAA Web site for a complete listing of all ADO offices at http://www.faa.gov/airports_airtraffic/airports/regional_guidance/.

d. Airport Sponsor. The airport sponsor is either a public agency or a private owner of a public-use airport that submits to the FAA an application for financial assistance (such as AIP grants) for the airport. In accepting an application for financial assistance, the FAA will ensure that the airport sponsor is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required of sponsors, which are contained in the AIP grant agreement and property conveyances.

e. Commercial Self-Service Fueling. A fueling concept that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose by an FBO or the airport sponsor. The fueling facility may or may not be attended.

f. Exclusive Right. A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement (i.e. lease agreement), by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

g. Federal Airport Obligations. All references to a Federal grant program, Federal airport development assistance, or Federal aid contained in this AC are intended to address obligations arising from the conveyance of land or from grant agreements entered under one of the following acts:

(1) Surplus Property Act of 1944 (SPA), as amended, 49 U.S.C. §§ 47151-47153. Surplus property instruments of transfer were issued by the War Assets Administration (WAA) and are now issued by its successor, the General Services Administration (GSA). However, the law imposes upon the FAA (delegated to FAA from The Department of Transportation) the sole responsibility for determining and enforcing compliance with the terms and conditions of

all instruments of transfer by which surplus airport property is or has been conveyed to non-Federal public agencies pursuant to the SPA. 49 U.S.C. § 47151(b).

(2) Federal Aid to Airports Program (FAAP). This grant-in-aid program administered by the agency under the authority of the Federal Airport Act of 1946, as amended, assisted public agencies in the development of a nationwide system of public airports. The Federal Airport Act of 1946 was repealed and superseded by the Airport Development Aid Program (ADAP) of 1970.

(3) Airport Development Aid Program (ADAP). This grant-in-aid program administered by the FAA under the authority of the Airport and Airway Development Act of 1970, as amended, assisted public agencies in the expansion and substantial improvement of the Nation's airport system. The 1970 act was repealed and superseded by the Airport and Airway Improvement Act of 1982 (AAIA).

(4) Airport Improvement Program (AIP). This grant-in-aid program administered by the FAA under the authority of the Airport and Airway Improvement Act of 1982, 49 U.S.C. § 47101, *et seq.*, assists in maintaining a safe and efficient nationwide system of public-use airports that meet the present and future needs of civil aeronautics.

h. Federal Grant Assurance. A Federal grant assurance is a provision within a Federal grant agreement to which the recipient of Federal airport development assistance has agreed to comply in consideration of the assistance provided. Grant assurances are required by statute, 49 U.S.C. § 47101.

i. Fixed-Base Operator (FBO). A commercial business granted the right by the airport sponsor to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, etc.

j. Fractional Ownership. Fractional ownership operations are aircraft operations that take place under the auspices of 14 CFR Part 91 Subpart K. This type of operation offers aircraft owners increased flexibility in the ownership and operation of aircraft including shared or joint aircraft ownership. It provides for the management of the aircraft by an aircraft management company. The aircraft owners participating in the program agree not only to share their own aircraft with others having a shared interest in that aircraft, but also to lease their aircraft to other owners in the program (dry lease exchange program).³ A fractional owner or owner means an individual or entity that possesses a minimum fractional ownership interest in a program aircraft and that has entered into the applicable program agreements. For additional information, please see 14 CFR 91.1001 *Applicability* at http://www.access.gpo.gov/nara/cfr/waisidx_04/14cfr91_04.html and contact your local Flight Standards District Office.

k. Grant Agreement. A Federal grant agreement represents an agreement made between the FAA (on behalf of the United States) and an airport sponsor for the grant of Federal funding.

l. Public Airport. Means an airport open for public use that is publicly owned and controlled by a public agency.

m. Public-Use Airport. Means either a public airport or a privately owned airport open for public use.

³ A dry lease aircraft exchange means an arrangement, documented by the written program agreements, under which program aircraft are available, on an as needed basis without crew, to each fractional owner.

n. Specialized Aviation Service Operations (SASO). SASOs are sometimes known as single-service providers or special FBOs performing less than full services. These types of companies differ from a full service FBO in that they typically offer only a specialized aeronautical service such as aircraft sales, flight training, aircraft maintenance, or avionics services for example.

o. Self-Fueling and Self-Service. Self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the airport, an FBO, or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner.

p. Through-the-Fence Operations. Through-the-fence operations are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, the airport property. The obligation to make an airport available for the use and benefit of the public does not impose any requirement for the airport sponsor to permit ground access by aircraft from adjacent property.

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

P (616) 510-2332

Comprising City of Zeeland, Park Township and City of Holland



November 30, 2020

Item 3.

To: West Michigan Airport Authority Board.
From: Greg Robinson, Airport Authority Manager.
Subject: Consent to E.C. Aviation Sublease.

At the November 9, 2020 Board meeting, a representative of Nexus Climate Control, LLC explained that they would like to relocate the company to WM Regional Airport in one of the Gentex (E.C. Aviation, LLC) hangars. This would be in the western-most E.C. Aviation hangar under a sublease. Subleases are permitted within this land lease subject to approval by the Authority, provided that the sublessee meets the terms of the primary lease.

Included with this report are the Consent to Sublease and the sublease with E.C. Aviation. The sublease is a draft at this point, and I will inform you on Monday of any changes.

Board approval of the Consent to Sublease will enable Nexus to begin its process for locating at the airport according to the Memorandum of Understanding.

Recommendation

It is recommended that the Authority Board approve the Consent to Sublease with E.C. Aviation and Nexus Climate Control, LLC.

CONSENT TO SUBLEASE

This Agreement is entered into this ____ day of _____, 2020, by and between **West Michigan Airport Authority**, a Michigan community airport authority formed in accordance with Act 206 of the Public Acts of 1957, as amended, MCL 259.621 ("Lessor"), **E.C. Aviation Services, Inc.**, a Michigan corporation ("Lessee"), and **Nexus Climate Control, LLC**, a Michigan limited liability company ("Sub Lessee").

Background

On December 28, 2012, Lessor entered into the Amended and Restated Ground Lease ("Lease") with Gentex Corporation, which was subsequently assigned to Lessee on December 16, 2015. Paragraph 6 of the Lease permitted the Lessee to sublease a portion of the demised premises as described in the Lease ("Demised Premises"), subject to the consent of the Lessor and as long as the subtenant complies with the provisions of the Lease. Paragraph 7 of the Lease established certain purposes for which the Demised Premises could be used, and paragraph 8 of the Lease set forth prohibited uses of the Demised Premises. Lessee desires to enter into a sublease with Sublessee. A copy of the sublease is attached as **Exhibit A** ("Sublease").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Consent; Permitted Purposes for Which Demised Premises May be Used.

Lessor consents to the Sublease. The Demised Premises, under the Sublease, shall be used solely for the manufacturing and installation of the Nexus Climate Control LLC product line. This would include the repair and maintenance of aircraft for

conditions determined and discovered during the course of development and installation ("Sublease Purpose"). Any other or additional Sublease Purpose shall constitute a violation of the Lease between Lessor and Lessee, and Lessor may exercise any remedies at law or in equity permitted by the terms and conditions of the Lease.

2. Subordination of Sublease. This Sublease shall be subordinate to any interest of the Lessor, and the rights of the Lessor shall be superior and paramount to any interest under the Sublease.

3. No Limitation of Liability. The consent of the Lessor to the Sublease shall not limit or modify any liability of the Lessee under the Lease.

4. Default. A default under the terms and conditions of the Sublease, the Consent to Sublease, or the terms and conditions of any other agreement entered into between Lessor and Sublessee shall constitute a default under the terms and conditions of the Lease. The parties hereto incorporate the terms and conditions of paragraph 18 of the Lease, and any other provision of the Lease relating to the exercise of remedies by the Lessor or Lessee.

5. Notice. Any notice given by one party to the other in connection with this Sublease shall be in writing, and shall be hand-delivered or sent by certified mail, return receipt requested, with postage pre-paid or sent by national overnight courier service, to:

West Michigan Airport Authority
ATTN: Airport Manager
60 Geurink Boulevard
Holland, MI 49423

E.C. Aviation Services, Inc.
ATTN: Senior Vice President
600 North Centennial Street
Zeeland, MI 49464

With a Copy to:

Gentex Corporation
ATTN: General Counsel
600 North Centennial Street
Zeeland, MI 49464

Nexus Climate Control, LLC
(insert address)

Notice shall be deemed to have been given upon delivery or hand-delivered two (2) business days following mailing, if sent by certified mail, and on the next business day if sent by national overnight courier.

IN WITNESS WHEREOF, the Lessor, Lessee, and Sublessee have executed this Consent to Sublease the day and year first above written.

West Michigan Airport Authority

By: _____
Typed Name: _____
Its: _____

E.C. Aviation Services, Inc.

By: _____
Typed Name: _____
Its: _____

Nexus Climate Control, LLC

By: _____
Typed Name: _____
Its: _____

EXHIBIT A

HANGAR SUBLEASE AGREEMENT

THIS HANGAR SUBLEASE AGREEMENT ("Agreement") is made and entered into as of January 1, 2020 ("Effective Date"), between E.C. AVIATION SERVICES, INC., a Michigan corporation, of 600 N. Centennial, Zeeland, MI 49464 (hereinafter referred to as the "SUBLESSOR"), and NEXUS CCS, LLC, a Michigan limited liability company (hereinafter referred to as the "SUBLESSEE").

This Agreement is based upon the following recitals:

A. Sublessor operates aircraft hangar facilities and associated offices located at 146 Geurink Blvd., Holland, Michigan 49423, known as Hangar A (herein the "Hangar") at the West Michigan Regional Airport, Holland, MI (the "Airport").

B. City of Holland / Authority: The West Michigan Airport Authority (a Michigan Community Airport Authority formed in accordance with Act 206 of the Public Acts of 1957, as amended, MCL 259.621, hereinafter the "Authority" or "WMAA") operates the Airport pursuant to the terms of a ground lease dated March 26, 2012 between the City of Holland (the holder of the fee title to the Airport) and the Authority (the "Holland / Authority Master Lease"). The Holland / Authority Master Lease grants WMAA the right to enter into land leases for the operation of the Airport.

C. Sublessor holds the Hangar pursuant to the provisions of an Amended and Restated Ground Lease between Gentex Corporation and the Authority, dated December 28, 2012 (the "Amended and Restated Parcel A Lease"), which Amended and Restated Parcel A Lease Sublessor assumed under that certain Lease Assignment and Assumption Agreement between Gentex (as assignor) and Sublessor (as assignee) dated December 28, 2012. The Amended and Restated Parcel A Lease and the Holland / Authority Master Lease are hereafter referred to as the "Authority Leases".

D. This Agreement, and all rights and obligations of the Parties created hereunder, are subject to all terms and provisions of the Authority Leases, and other rules and regulations implemented by the Authority for the Airport, including without limitation, the Fueling Rules & Regulations (the "Fueling Rules").

In consideration of the mutual covenants herein, and for other good and valuable consideration, the parties hereby agree to sublease lease hangar space as follows:

1. **Lease of the Hangar / Use / Proportionate Share:** Sublessor, in consideration of the rents and covenants herein specified, does hereby let and lease to Sublessee hangar storage space (as detailed below, hereinafter referred to as the "Hangar Space"), for Sublessee's storage of its aircraft (the "Aircraft") as follows:

a. The entirety of the Hangar and related office space, which is 6,300 square feet, an additional 20,000sf for aircraft ramp space and vehicle parking for Sublessee's storage of Aircraft, and general maintenance, repairs, and alterations. Sublessee shall not rent / sublet space in the Hangar to other users. As part of the Hangar, Sublessee shall also have use of lockable office space, parts and equipment storage space located in the Hangar;

b. together with the nonexclusive right to use the common areas of the Hangar, the nonexclusive right of ingress and egress over the ramps to access the Hangar Space, the nonexclusive right of ingress and egress between the Hangar Space and the entrances to the Airport, and the nonexclusive right of ingress and egress between the common areas of the Hangar Space and the airfield of the Airport

c. Permitted Uses: The Hangar Space shall be used and occupied by Sublessee to conduct its business in a manner consistent with the Memorandum of Understanding (MOU) as executed between the West Michigan Airport Authority, Nexus Climate Control, LLC and Tulip City Air Services, Inc., d/b/a Flyby Air , including without limitation: (i) the storage of Aircraft; (ii) related management operations; and (iii) related general maintenance services (collectively, the "Permitted Uses").

d. Proportionate Share / Adjustments to Hangar Space: Sublessee's Proportionate Share with respect to Hangar shall be 100%;

e. Sublessor covenants and agrees with Sublessee that Sublessee may peaceably and quietly enjoy the Hangar Space if Sublessee pays the rent and observes and performs the terms of this Agreement, free from disturbance by anyone.

2. **Term:** The term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2021 or until sooner terminated as provided under this Agreement ("Initial Term"). This Agreement shall automatically renew upon the expiration of the Initial Term for an additional two (2) year period unless either party provides written notice to the other not less than ninety (90) days prior to the end of the Initial Term, but any such extension is subject to a redetermination of rent commensurate with any rent increase or decrease, as applicable, associated with such extension and in proportion to such increase or decrease as it applies to the Hangar Space. The Initial Term and extended term, if any, are collectively referred to as "Term".

3. **Rent Commencement Date / Base Rent / Additional Rent:**

a. Rent Commencement Date: Sublessee shall commence paying rent for the Hangar on the date that Sublessee is granted possession of the Hangar, which date shall be memorialized in writing between the parties by way of a "Commencement Letter". If the Rent Commencement Date is other than on the first of a calendar month, the monthly installment of "rent" (as defined below) for such partial calendar month will be prorated on a daily basis, with the prorated rent for the first month of the Term paid on the Rent Commencement Date.

b. Base Rent: For the use and rent of the Hangar, Sublessee shall pay to Sublessor Base Rent in the amount of \$45,600.00 annually, in equal monthly installments of \$3,800.00. Subject to the preceding Rent Commencement Day provision, Base Rent shall be payable in advance on or before the first day of each month without demand, plus any applicable local, state, or federal taxes when due ("Base Rent"). The Base Rent shall be increased annually on the anniversary of the Effective Date (herein the "Lease Anniversary Date") by a percentage of 2% of the Base Rent.

c. Additional Rent. As "Additional Rent", Sublessee shall select, one of the following payment structures:

i. Sublessee shall pay to Sublessor Hangar Utilities / Services: for all utilities and services at the Hangar Space, including service for gas, electricity, water, sewer, and all trash collection services for the Hangar Space. This Additional Rent shall be paid quarterly and paid within ten (10) days after Sublessee receives a statement for such Additional Rent from Sublessor; or

ii. Sublessee shall create all necessary accounts in its own name and make payment directly for all utilities and services at the Hangar Space, including service for gas, electricity, water, sewer, and all trash collection services for the Hangar Space. If Sublessee chooses this direct payment structure, Sublessee shall give prior written notice to Sublessor, and create the necessary accounts prior to the Effective Date.

d. On request, Sublessor must furnish Sublessee with copies of bills for any calculation of the Additional Rent. During the calendar years in which the Term commences and terminates, Sublessee's liability for its Proportionate Share of any Additional Rent for those years is subject to a pro rata adjustment based on the total number of days in the calendar year falling within the Term.

e. As used herein, Base Rent and Additional Rent shall be collectively referred to as "rent". Should the Sublessee not pay rent within ten (10) days of the due date, any due and unpaid amount shall bear interest at the simple annual interest rate of ten (10%) percent per annum, from the date such payment is due until it is paid in full.

4. Maintenance:

a. Sublessor, at its sole expense, will maintain the structural and mechanical components of the Hangar Space, including doors and door mechanisms and HVAC, the exterior of the Hangar Space, including the roof, supporting walls and windows, and the grounds, including the landscaping, in good and clean condition.

b. Notwithstanding the foregoing, Sublessee shall be responsible for any repairs or damage occasioned by the negligent acts or omissions of Sublessee.

c. Sublessee will be responsible for cleaning, upkeep and maintaining the Hangar Space utilized by its aircraft and personnel (except for common areas of the Hangar, for which the Sublessee shall have no liability or obligation). The parties acknowledge that Sublessee has exclusive control of the Hangar. Accordingly, there are no common areas within the interior of the Hangar.

5. Use of the Hangar Space:

a. The Hangar Space shall be used only for the Permitted Uses.

b. Authority Leases: Sublessee acknowledges that the Authority Leases cover the Hangar Space and adjacent areas, and Sublessee shall comply with the Authority Leases and all rules, requirements and regulations set forth by the Authority. Sublessor warrants and covenants that it will comply with all obligations imposed upon Sublessor under the

Authority Leases pertaining to the Hangar Space so long as this Agreement remains in effect.

- c. Sublessee agrees to comply with the requirements of the Authority.
- d. Sublessee shall not:
 - i. in any manner, assign, sublease or sublicense Hangar Space to a third party without the prior written consent of Sublessor, which consent may be reasonably withheld or conditioned;
 - ii. create any lien for labor or material encumbering any portion of (or interest in) the Hangar Space.
- e. Sublessee shall:
 - i. be liable for, and shall repair, any damage to the Hangar Space caused by Sublessee, with normal "wear and tear" excepted, due to Sublessee's use and occupancy of the Hangar Space or Sublessee's improper or negligent behavior;
 - ii. take steps to ensure the safe and proper conduct and demeanor of its employees and invitees, and those doing business with it in and around the Hangar Space, and shall take all steps necessary to remove persons whom Sublessor may for good and sufficient cause deem objectionable;
 - iii. comply, and shall use reasonable care to cause its employees, agents and invitees (herein referred to as the "Sublessee's Representatives") to comply, with all applicable ordinances, rules, and regulations established by any Federal, State, or local government agency, by Sublessor, and by the Authority;
 - iv. be solely responsible for obtaining all licenses and use approvals from the Authority and any governmental entity;
 - v. conduct itself, and shall use reasonable care to cause the Sublessee's Representatives to conduct themselves, with full regard for the rights, convenience and welfare of Sublessor and Sublessor's operations; and,
 - vi. on the termination of this Agreement, by expiration or as otherwise provided in this Agreement, Sublessee shall immediately surrender possession of the Hangar Space, and shall at its sole expense, remove the Aircraft and all other Sublessee property from the Hangar Space.

6. **Condition of Premises:** Sublessee acknowledges that Sublessee has been given the opportunity to inspect the Hangar Space prior to the Effective Date. Sublessee accepts the premises as is, without warranty of condition.

7. **Alterations:** Sublessee covenants and agrees not to make any structural alterations, structural additions or structural improvements to the Hangar Space without prior written consent of the Sublessor, which consent is at Sublessor's absolute discretion. All structural additions and structural improvements made to the Hangar Space (subject to Sublessor's prior written approval as to structural additions and improvements) shall, upon completion of additions and improvements, become Sublessor's property and shall remain in the Hangar Space at the termination of this Agreement however terminated, without compensation or payment to the Sublessee. Sublessee may place signs in or on the Hangar, or the Hangar Space, along with

replacement signs of approximately the same size and content as existing signs, subject to Sublessor's consent and compliance with the Authority Leases, applicable laws, or the Authority's approval as may be required under the Authority Leases.

8. Insurance:

a. Sublessee's Insurance: Sublessee agrees to maintain at its own expense, or caused to be maintained in the case of subsection (a)(i), the following insurance:

- i. aircraft physical damage and hull, both on the ground and in-flight, for the full replacement value of the Aircraft;
- ii. liability and aviation insurance in an amount of not less than \$5,000,000.00 each occurrence, including public liability and property damage, premises/completed operations, independent contractors, and personal injury or deaths of persons occurring in or about the Hangar Space, including a severability of interest provision and contractual liabilities provision. Sublessor shall be an additional insured on such policy or policies but only as respects the negligence of the Sublessee. Sublessee shall keep the Hangar Space insured against damage and destruction by fire, earthquake, vandalism, and other perils in the amount of the full replacement value of the Hangar Space, as the value may exist from time to time. The insurance shall include an extended coverage endorsement of the kind required by an institutional lender to repair and restore the Hangar Space;
- iii. automobile liability, including airside liability, owned and non-owned – minimum of \$1,000,000 per occurrence;
- iv. employer's liability insurance with minimum limits of \$1,000,000; and,
- v. unless Sublessee is self-insured as allowed by applicable law or otherwise exempt, worker's compensation insurance in statutory minimum amounts.

b. All policies of insurance required hereunder shall, to the extent reasonably obtainable without any increase in premium, waive any rights of subrogation against Sublessor, its directors, officers, agents, employees and assigns, and provide prior written notice of any cancellation or adverse material change of Sublessee's insurance coverage. Prior to commencement of this Agreement and occupancy, Sublessee shall deliver to Sublessor certificates evidencing the existence of the insurance required herein.

c. Sublessor shall maintain all insurance required by the Holland / Authority Master Lease or the Authority Leases.

9. Casualty: In the event the Hangar Space or the means of access thereof shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar Space is not rendered untenable by such damage or access to the Hangar Space is not materially and adversely affected by such damage. If the Hangar Space is rendered untenable or the Hangar Space is materially or adversely affected and the Sublessor elects to repair the Hangar Space, rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the negligent or willful acts or omissions of Sublessee, its directors, Sublessee's Representatives, agents, employees, and assigns, in which case the rent shall not abate

and repair shall be the sole responsibility of Sublessee. If the Hangar Space is rendered untenable, and work to repair the damage has not begun ninety (90) days after occurrence, or if begun, is not complete within six (6) months after the occurrence, or Sublessor elects not to repair the Hangar Space, then this Agreement shall terminate. The Hangar Space shall be deemed "untenable" if the casualty materially interferes with Sublessee's ability to continue its business operations in substantially the same manner and space.

10. **Indemnification:** Sublessee shall indemnify, defend, save, and hold harmless Sublessor, its affiliates, directors, officers, servants, agents, and employees thereof, from and against any and all responsibilities, liabilities, claims, demands, suits, judgments, losses, damages, costs, and expenses of any nature or description whatsoever for any loss of, damage to, or destruction of any property, any injury to or death of any person, or any adverse environmental condition, arising from Sublessee's breach of this Agreement, negligence, or its use, operation, repair, or maintenance of the Hangar Space; provided, however, Sublessee shall not be required to indemnify Sublessor for any claims or liabilities arising from Sublessor's acts or omissions, negligence or misconduct.

WAIVER OF CONSEQUENTIAL DAMAGES: NOTWITHSTANDING ANYTHING CONTAINED IN THIS SUBLEASE TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL SUBLESSOR BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOSS OF USE OR DIMINUTION OF VALUE OF AIRCRAFT, OR OTHER DAMAGE RELATED TO THE USE OR OPERATION OF THE HANGAR SPACE UNDER THIS AGREEMENT.

11. **Force Majeure:** Neither party shall be liable to the other party for any loss, injury, damage, or delay of any nature whatsoever caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection or war, invasion, acts of foreign enemies, acts of terrorism (whether or not war be declared), hi-jacking, war-like actions, civil war, revolution, rebellion, martial law, military or usurped power or attempts at usurpation of power, an attempted or actual: capture, seizure, arrest, restraint, detention, requisition or the taking of property by any government, governmental authority or agent (whether or secret or otherwise) or by any military, naval, or attempt to usurp power, whether in time of war or peace and whether it's lawful or unlawful; provided, however, that the time for performance shall be extended only for a period equivalent to the period of such delay.

12. **Default:**

a. Sublessee shall be in default under this Agreement if: (a) Sublessee breaches any term or condition of this Agreement and with respect to a failure to pay rent when due, Sublessee fails to cure such breach within a period of ten (10) days, or with respect to any other breach, Sublessee fails to cure such breach within thirty (30) days after written notice of such breach from Sublessor to Sublessee; (b) a petition is filed by or against Sublessee under any applicable bankruptcy or insolvency laws (including a petition for reorganization or any arrangement) and such petition remains undismissed for a period of sixty (60) days

or more after filing; or (c) Sublessee assigns its property for the benefit of creditors. In the event of any default of this Agreement due to non-payment of rent by Sublessee, Sublessor shall at its option and upon giving ten (10) days prior written notice to Sublessee, with Sublessee not curing the non-payment breach within such period, have the right to (i) cure any such breach, and Sublessee shall immediately reimburse Sublessor for all of Sublessor's costs and expenses therein, and/or (ii) terminate this Agreement and remove the Aircraft and any other property of Sublessee from the Hangar Space using such force as may be reasonable, necessary and legally proper, without liability for such removal. In the event of any other breach of this Agreement by Sublessee, Sublessor shall at its option and upon thirty (30) days prior written notice to Sublessee, with Sublessee not curing the breach within such thirty (30) day period, have the right to (i) cure any such breach (including without limitation causing any required maintenance or repairs to be made or releasing any lien), and Sublessee shall immediately reimburse Sublessor for all of Sublessor's costs and expenses therein, and/or (ii) terminate this Agreement and remove the Aircraft and any other property of Sublessee from the Hangar Space using such force as may be reasonable, necessary and legally proper, without liability for such removal. Exercise by Sublessor of either or both of the rights specified above shall not prejudice Sublessor's right to pursue any other right or remedy available to Sublessor at law or in equity.

b. Sublessor shall be in default under this Agreement if Sublessor breaches any term or condition of this Agreement applicable to Sublessor and such failure continues for thirty (30) days after written notice of such breach from Sublessee to Sublessor. Upon a default by Sublessor, Sublessee may terminate this Agreement. Exercise by Sublessee of the rights specified above shall not prejudice Sublessee's right to pursue any other right or remedy available to Sublessee at law or in equity.

13. **Inspection:** Sublessor or its officers, agents, and representatives shall have the right to enter the Hangar Space at reasonable hours upon two (2) business day's advance notice to Sublessee (or at any time in the event of any emergency) to inspect same or clean or make repairs as Sublessor deems necessary. Further, during the last ninety (90) days of the term of this Agreement, including any extensions, Sublessor or its officers, agents, or representatives shall have the right to enter the Hangar Space at reasonable hours upon one (1) business day's advance notice to show the Hangar Space to prospective tenants, lenders, or purchasers.

14. **Governing Law:** This Agreement shall be construed in accordance with the laws of the State of Michigan.

15. **Relationship of Parties:** The relationship between Sublessor and Sublessee shall always and only be that of landlord and tenant. Sublessee shall never at any time during the term of this Agreement, become the agent of the Sublessor, and Sublessor shall not be responsible for the acts or omissions of Sublessee and its Sublessee's Representatives.

16. **Remedies Cumulative:** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition

to all other rights and remedies available to either party in law or equity, except as otherwise expressly limited herein.

17. **Notices:** Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received: (i) as of the date when the notice is personally delivered or delivered via electronic mail / email, provided that the email service provides or retains evidence of delivery and receipt by the addressee, (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice or (iii) if delivered by courier or express mail service, telegram or mailgram where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery at the addresses for each party as provided above, or such address as subsequently delivered to the other party.

18. **Integration:** This Agreement constitutes the entire agreement between the parties, and as of the Effective Date supersedes all prior independent agreements between the parties related to the leasing of the Hangar Space. Any change or modification must be in writing and signed by both parties.

19. **Waiver:** The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms thereof.

20. **Severability:** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties at this Agreement, the entire agreement 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.

21. **Services.** Other services will be provided to Sublessee by Sublessor as described in Exhibit B.

Balance of the page intentionally blank – signature pages follow.

In witness whereof, the parties have hereunto set their hands the day and year first written above to this agreement.

Sublessor:

Sublessee:

E.C. AVIATION SERVICES, INC.

NEXUS CCS, LLC

By _____

By _____

Name: Kevin Nash

Name:

Title: Treasurer and Director

Title:

Date: _____

Date: _____

[Signature Page to Airspace Hangar Sublease]

Exhibit “A”

Hangar Space Depiction / Site Plan
[cross hatched areas]

Exhibit “B”

Other Services

None

046874.164760 #13919001-2

Aaron R. Thelenwood

VISION

To be part of a dynamic community-centered organization focused on creating lasting, sustainable change; emphasizing a service-first approach; and valuing innovation, diversity, and growth.

EDUCATION

Master's of Public Administration - Grand Valley State University: Grand Rapids, MI: Graduated August 2014

Bachelor's of Science in Film and Video Production - Grand Valley State University: Allendale, MI: Graduated April 2011

CURRENT POSITION: CITY OF HOLLAND

Operations Manager – West Michigan Regional Airport Authority: 10/2016 – Present

- Designated COVID-19 Preparedness & Response Coordinator
- Developed COVID Preparedness & Response Plan and Operations Protocols
- Coordinated remote worksite protocols and operating platforms in response to COVID-19
- Ensured operational alignment with mission, vision, values, and strategic objectives of the Airport Authority
- Managed daily facility operations at the West Michigan Regional Airport
- Worked closely with regional stakeholders, member communities, airport users, and tenants to ensure needs are being met
- Managed procurement for the Airport Authority
- Engaged in strategic planning regarding development of surrounding Airport property
- Led efforts to designate an Airport Development Zone for property owned by the airport
- Supervised the Airport's Administrative Assistant and Communications Coordinator
- Oversaw capital improvement projects and managed capital projects budget of \$360,000 including construction of runway connector, runway crack sealing, demolition of former office/ terminal
- Oversaw annual reporting and capital improvement project submittals to MDOT
- Managed annual operations budget of over \$560,000
- Administered the Fixed Base Operator Agreement with Tulip City Air Service
- Administered land lease between the City of Holland and the Airport Authority for airport property
- Administered hangar leases, private land leases, and agricultural leases
- Conducted strategic planning and coordination of emergency preparedness trainings
- Managed contracts with facilities, maintenance, custodial services, technology services, runway systems, and similar agreements
- Managed federal and state grants for capital improvement projects through the Federal Aviation Administration (FAA) & Michigan Department of Transportation (MDOT)
- Prepared regular expense and revenue reports for the Authority Board
- Prepared RFQ/RFP documents for airport contracts
- Prepared agendas and packets for monthly Authority Board meetings
- Maintained updated operations manuals, emergency plans, facility use guidelines, and similar documents
- Approved site plans for development projects in proximity to the airport

Solid Waste/Recycling & Sustainability Coordinator: 10/2016 – Present

- Successfully applied for and received Recycling Partnership grant funding in the amount of \$151,000 to support the City's purchase of recycling carts and community education
- Applied for grant funding in the amount of \$410,011 to the Michigan Department of Environment, Great Lakes and Energy to support the City's purchase of recycling carts
- Served as professional mentor to High School student leader interested in sustainability, recycling, and social justice
- Supervised performance of the City's designated single hauler, Republic Services
- Supervised a team focused on customer service and transition to the new Residential Solid Waste Agreement
- Supervised Sustainability Education & Outreach Coordinator
- Administered the City of Holland's Residential Refuse & Recycling Contract and the City's Commercial Facilities Refuse Contract
- Oversaw completion of updated residential GHG Calculation
- Implemented key sustainability initiatives of the City's Community Energy Plan & Master Plan
- Engaged in education and outreach to City residents regarding the impact of international recycling market fluctuations at the local level
- Monitored legislation and market trends related to recycling and solid waste management
- Completed the City's first ever Residential Waste Characterization Audit
- Developed and Managed annual Operations budget of \$2.5M and Enterprise Fund \$1.5M
- Managed Procurement for the Solid Waste/Recycling Program.
- Managed the RFP process for the City's 2018-2023 Residential Refuse & Recycling Contract & subsequent contract negotiations
- Managed transition of Billing and Customer Service responsibilities of the Residential Solid Waste/Recycling Program to the Holland Board of Public Works
- Recovered \$350k of overpayments accrued during the City's 2011-2018 Residential Refuse & Recycling Contract Period
- Proposed Changes to the City's Ordinance Code, as it relates to Residential Refuse & Recycling
- Enforced the City's Ordinance Code as it relates to Refuse & Recycling collection as well as rules governing haulers operating within City limits
- Prepared regular reports and updates to City Council
- Served as the City's designated representative to the Michigan Recycling Coalition
- Initiated formation of the City's first Residential Materials Management Taskforce
- Served as the Staff Liaison for the City's Sustainability Committee
- Established a working group to develop a regional Bike Share Program
- Prepared monthly agendas and reports for the City's Sustainability Committee
- Performed Sustainability Analyses for City Capital Improvement Projects
- Served as the City's designated representative to the Urban Sustainability Directors Network

PRIOR PUBLIC SERVICE EXPERIENCE

Project Administrator – City of Holland: Holland, MI 04/2014 - 2016

- Served as interim point of contact for the Human Resources Department
- Responsible for recruiting & interviewing, and resolving HR issues
- Ensured compliance with federal & state employment regulations including HIPAA, Title IX, and OSHA workplace safety standards
- Researched process improvements for recruiting and adoption of digital applicant tracking systems
- Managed Employee Benefit Programs and enrollment
- Practiced City code enforcement
- Performed rental inspections
- Developed and managed an impact study along with appropriate project-specific timelines and events for the City of Holland
- Developed presentations and progress reports to City Council along with press releases and e-mail updates
- Drafted and proposed ordinances to be adopted by City Council
- Developed and reviewed budgets for city events
- Assisted the Human Resources Director in updating and revising employee policies and handbooks

Wildwood Adventures Inc. - Steering Team Member: Grand Rapids, MI 2015 – 2016

- Developed Bylaws
- Guided Steering Team through Nonprofit status application
- Trained Steering Team on Fundamentals of Board Policies & Procedures

Department of Hospitality and Tourism Management - Graduate Assistant: Grand Valley State University, Grand Rapids, MI 2013 – 2014

- Executed customer satisfaction survey on behalf of Gerald R. Ford International Airport.
- Provided research support to Faculty
- Performed fundraising support and secured funding from Home Depot for “Michigan Cares for Tourism” initiative through the department.

West Michigan Film Office – Office Coordinator: Grand Rapids, MI 2010

- Marketed West Michigan locations to out of state production companies
- Connected local production suppliers and resources with incoming productions
- Maintained vendor and suppliers lists on behalf of the Film Office
- Produced twice monthly newsletters regarding the status of productions in West Michigan and the state of Michigan’s Film Incentives

PROFESSIONAL DEVELOPMENT & ACTIVITIES

Urban Sustainability Directors Network – Evolving a time of Disruption Cohorts Series: (In Progress)

Urban Sustainability Director’s Network – Re-Defining Climate Planning to Center on People: 2019

Urban Sustainability Directors Network – Identifying Local Risks and Prioritizing Nature-Based Climate Solutions: 2019
Urban Sustainability Directors Network - Equitable Community Engagement Action Group and Small Cities Cohort: 2019

Michigan Recycling Coalition: 2016 - Present

West Michigan Sustainable Business Forum: 2016 - Present

Urban Sustainability Director’s Network – Equity Foundations Workshop: 2019

West Coast Leadership Alumni Network: 2018 - Present

West Coast Leadership Graduate (West Coast Chamber): 2017 - 2018

Urban Sustainability Director’s Network Member: 2016 - Present

Social Impact Design - Design Thinking Series, Grand Valley State University: 2015

Small Business Development Center - Starting a Small Business/ Entrepreneurship Training: 2015

Michigan Local Government Management Association Winter Institute: 2013

How to Find and Win Government & Foundation Grants Workshop: 2012

RELEVANT CERTIFICATIONS

Enterprise Design Thinking Certification (In Progress) - IBM

Transformational Leadership (2019) - Urban Sustainability Directors Network

Racial Equity Workshop (2018) - Urban Sustainability Directors Network

Nonprofit Board Certified - The Johnson Center for Philanthropy, Grand Rapids, MI

JOHN KOSAK, CAM

Certified Aviation Manager | FAA Licensed Dispatcher | FAA Licensed Pilot

MANAGEMENT SKILLS

Executive Level Collaborator ■ Relationship Builder ■ Job Trainer ■ Social Media Manager ■ Public Speaker

Respected aviation and weather expert. Experienced and comfortable working with executives, middle management, collective bargaining units, and boards. As a CAM I have demonstrated knowledge and expertise in leadership, human resources, operations, technical & facilities services, and business management.

SIGNATURE ACHIEVEMENTS

Created and managed a stand-alone shuttle service within Flight Options for the 2002 Salt Lake City Olympics

Part of the team that helped Flight Options transition from Part 91 to Part 91k/135 operations

Coordinated and facilitated annual fall Friends & Partners in Aviation Weather conference

PROFESSIONAL EXPERIENCE

Program Manager, Weather | NATIONAL BUSINESS AVIATION ASSOCIATION

6/2007 – Present

I was hired as an air traffic management specialist to be a liaison between the business aviation community and the FAA at the Command Center where we share the Operations floor with the specialists who make the decisions regarding how to manage the flows of traffic throughout the national airspace system (NAS) on a daily basis.

Because I showed initiative, and due to my knowledge of weather, I was given additional responsibilities. First, I joined the FAA Collaborative Decision Making (CDM) Weather Evaluation Team (WET), where I worked with representatives from the FAA, National Weather Service (NWS), airlines, and research groups to create better weather forecasting tools in order to improve the safety and efficiency of the NAS. My next assignment was to become liaison to the Friends & Partners in Aviation Weather (FPAW) group. I was also responsible for organizing the annual fall meeting at NBAA's Business Aviation Conference and Exhibition (BACE). Among other duties, this involved managing and coordinating the room, audio/visual setup, catering, sponsorships, and keynote speakers. As a result of my knowledge of weather and its impact on the NAS and specifically to business aviation, I was invited to prepare numerous education sessions to be presented at a number of different events; I also represented NBAA and business aviation on multiple panels.

Notable Accomplishments:

- Managed and facilitated the Friends & Partners in Aviation Weather fall conference, including sponsorships, catering, audio/visual, and keynote speakers.
- Represented business aviation at the NTSB PIREP Forum in 2016 and FAA PIREP Summit in 2019.
- Worked with the FAA CDM WET to continually improve the convective weather forecast product from the Collaborative Convective Forecast Product to the Collaborative Aviation Weather Statement to the current Traffic Flow Management Convective Forecast.
- Keynote speaker at the 2019 Tampa Bay Aviation Association Annual Safety Day.
- Represented business aviation at the National Air Traffic Controller Association Communicating for Safety event on a panel regarding weather.
- Launched, managed, and maintained the [NBAA ATS Facebook](#) and [Twitter](#) social media presence.

continued...

Training Manager, Dispatcher, Operations Control Center Manager | FLIGHT OPTIONS 12/1999 – 6/2007

I began my career at Flight Options as a dispatcher, which included briefing the flight crews with their trips for the following day, providing hotel information for that night, and advising regarding any travel arrangements to get them to or from the company aircraft. Later, I was moved to third shift where I actually booked the hotels and airlines in addition to my dispatch duties as there was no overnight logistics personnel. Once I completed those tasks, I would help the scheduler assign our customers requested flights to our fleet of aircraft depending on location, times, and required aircraft type. We used an Excel spreadsheet to manage a fleet of over 100 aircraft and more than 10 types at the time.

The bulk of my career at Flight Options was spent training operations and customer service staff, some of whom had no aviation experience at all. I had worked almost every position on the operations floor (logistics, dispatch, scheduling, flight planning) prior to beginning the training manager opportunity. Many of the people I trained are still there today; others have moved on to even more prestigious positions throughout the industry.

Notable Accomplishments:

- Created a Licensed Dispatcher certification course approved by the FAA.

EDUCATION & PROFESSIONAL DEVELOPMENT

Certified Aviation Manager (CAM) – NATIONAL BUSINESS AVIATION ASSOCIATION

Certificate of Weather Forecasting – PENN STATE UNIVERSITY

Associate in Applied Science – NORTHWESTERN MICHIGAN COLLEGE

COMMUNITY INVOLVEMENT & ASSOCIATIONS

Docent, Smithsonian National Air & Space Museum, Udvar-Hazy Center

Photographer, USA Warriors (veterans) Ice Hockey teams – Sled and Standing



Christopher Hopkins, C.M. A.S.C. A.C.E.

Airport Director



Credentials

American Association of Airport Executives:

Certified Member C.M.
Airport Security Coordinator A.S.C.
Airport Certified Employee A.C.E.

Certifications

FEMA NIMS 100
FEMA NIMS 200
FEMA NIMS 700
FEMA NIMS 800 Incident
Commander Mission Commander
Mission Pilot
FAA Licensed Pilot

Advanced Executive Protection
Instructor
Executive Protection
Counter-Surveillance
Concealed Carry Licensed (multi-state)

Work experience

Chief Operating Officer Feb 2019 - Aug 2020
Wings Over the Rockies - Exploration of Flight

Located on Centennial Airport (APA) 2d Busiest General Aviation Airport in the U.S.

- ❖ **Oversight of 15-acre campus development project:**
Chief Operational Oversight of Exploration of Flight Campus
Boeing Blue Sky Aviation Gallery (19,000 square foot operating hangar)
- ❖ **Implemented Public School on the airport campus:**
Colorado Skies Academy (First airport campus with a 6-8 grade STEM Aviation Charter Middle School)
- ❖ **Oversight of ramp expansion and helicopter pad:**
Construction (125,000 sq ft.)
- ❖ **Advised CEO & Board:**
Airport Lease abstracts saving \$100M future loss
Increased revenue 137% over prior year.
Designed Incident Response Plan for campus and school located on campus.
- ❖ **Developed:** Exploration of Flight - Video Series
"Airport 101" a Teacher Flight educational program on airports
"Flying the Friendly Skies" a series on aircraft at your local airport
- ❖ **Designed and Implemented:**
Safety Management System
Tenant Airport Emergency Plan
Campus Security Plan.
- ❖ **Designed and Implemented:**
CFR 14 Part 91.147 "Revenue Flight" program.
- ❖ **SME:** Public Benefit Rate Leases & Commercial Real Estate Leases
- ❖ **Oversight of large public events on ramp:**
Colorado Air National Guard & F-16 Viper appearance (COANG 140th Wing)
Annual Warbird Invasions (3)
Fast Cars & Freedom series events (Corvettes, Mustangs, and aircraft)
STOL/Backcountry aircraft showcase
Whirly-Bird showcase
U.S. Air Force Academy showcase
Women in Aviation w/Tracy LaTourette
Boeing recruiting showcase

Airport Operations & Airline GSH
KAPA KBJC KDEN

Sept 2017 - Aug 2020

- ❖ Hot Ramp Manager
- ❖ Airport Security
- ❖ Airside OPS
- ❖ SMS Instructor
- ❖ Aircraft Marshalling Safety Instructor
- ❖ Aircraft Movement & Marshalling

Experience:

Executive Leadership - 8 years
 Senior Management - 15 years
 Accountancy & Finance - 30+ years
 Contract & Legal - 25+ years
 Pilot - 30+ years

Software:

Microsoft Office Suite
 Outlook, Excel, Word, PowerPoint
 QuickBooks

Business core background:

Legal
 Human Resources
 Marketing & Advertisement
 Social Media
 Payroll

Accounting:

Financial Statement Preparation Payroll, Sales & Use Tax, and Income Tax Oversight of A/R, A/P, Ledgers, General Journals, Cash Flow, Managed Tax Audits (Federal, State and Local agencies)

Legal:

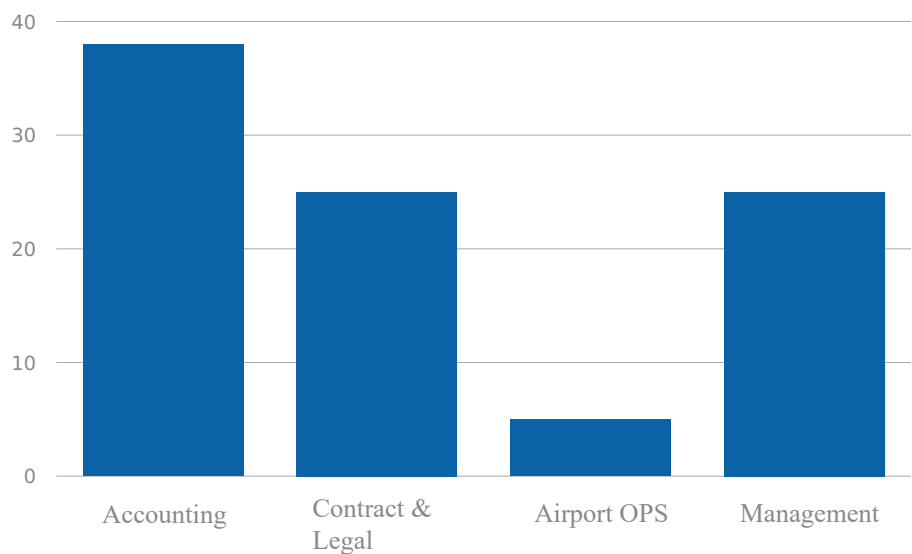
Law & Tax firm Manager: Legal research and document draft - Real Estate & Business Entities, and Human Resource compliance

Security:

Designed and Implemented facility security measures
 Loss Prevention & Workplace Violence consulting

Charts

Professional Experience



Education

B.S. - Aviation/Airport Management August 2018 - Present
 MSUD A.A.A.E. Chapter Member
[Metropolitan State University - Denver](#)

B.S. - Accountancy & Criminology August 1994 - May 1997
 Lambda Alpha Epsilon Honor Society
[University of South Florida](#)

A.S. - Pre-Law August 1987 - May 1989
[St. Petersburg College](#)

Professional Organizations

American Association of Airport Executives - Member #244378
 NW Chapter American Association of Airport Executives - Member
 Colorado Aviation Business Association - Member #43404851
 Colorado Airport Operators Association - Member