

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

Regular Meeting Agenda

February 8, 2021

11:30am – 1:00PM

Meeting will be conducted through Zoom

<https://zoom.us/j/99308306544>

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
Frank Garcia

1. Public Comment.
2. Consideration of January 11, 2021 meeting minutes (Action Requested).
3. Resolution Setting Public Meeting to Approve FY22 Action Plan, Capital & Operations Budgets (Action Requested):
 - A. Consideration of proposed FY22 Operations & Capital Budgets.
 - B. Consideration of FY22 Action Plan.
 - C. Resolution Setting Public Meeting to Approve FY22 Action Plan, Capital & Operations Budgets (Action Requested).
4. Approval of Ground Lease with 3303 John F. Donnelly Drive, LLC and Ground Lease Addendum with Hangar Three Partners, LLC (Action Requested)
5. Set Meeting Date for Strategic Retreat on March 11th, 2021 (Action Requested).
6. Amendment to Airport Authority Director Contract – Clarification of Defined Contribution Plan. (Action Requested)
7. Review of Airport Zone District as part of the City of Holland's Unified Development Ordinance Re-write (Action Requested)
8. FBO Report (Accept as Information).
9. Financial Reports (Action Requested).
10. Updates from the Board.
11. Closed door session-to review written legal opinion with Counsel for WMAA (MCL 15.268(h))
. Motion to go into Closed Door Session-Roll Call
12. Adjourn.

Next Meeting will be held March 11th, 2021 via Zoom

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

MEETING MINUTES

January 11th, 2021

*****11:30 p.m. – 1:00 p.m.*****

Virtual Meeting Using ZOOM

PRESENT: Hoekstra, Stumbo, Klynstra, Blanton, Hoogland, Sylte, Keeter, King, Garcia.

ABSENT: Corbin (entered the meeting at 11:40 a.m.), Ex-officio Storey, FBO Boer.

OTHERS PRESENT: Airport Authority Director Thelenwood, City of Holland Finance Director Lynn McCammon, Administrative Analyst McCormick.

Board Chair Sylte called the meeting to order at 11:30 p.m.

Board Members in Attendance (Roll Call):

Dave Hoekstra, City of Holland, MI

Scott Corbin, Absent

Kevin Klynstra, City of Zeeland, MI

Beth Blanton, City of Zeeland, MI

Les Hoogland, City of Zeeland, MI

Russ Sylte, Park Township, MI

Skip Keeter, Park Township, MI (calling from Florida)

Jeff King, Park Township, MI

21.01.01 Public Comments.

None

21.01.02 Election of Officers.

The Airport Authority by-laws require annual election of the Board Chairperson, Vice-Chairperson, Secretary and Treasurer. The 2020 holders of these positions are:

Chairperson Russ Sylte, Park Township

Vice-Chairperson Scott Corbin, City of Holland

Secretary Beth Blanton, City of Zeeland

Treasurer Tim Vagle, City of Holland Finance Director

The Treasurer position has typically been filled by the City of Holland Finance Director since this office is responsible for overseeing the finances of the Authority. Following the

retirement of Tim Vagle, the current Director is Lynn McCammon.

Nominations –

Treasurer - Keeter made a motion with support by Blanton to nominate Lynn McCammon for the position of Treasurer.

Chairperson – Keeter made a motion with support by Blanton to nominate Russ Sylte for the position of Chairperson.

Secretary – Klynstra made a motion with support by Hoogland to nominate Beth Blanton for the position of Secretary.

Vice Chairman – Hoekstra made a motion with support by Klynstra to nominate Scott Corbin for the position of Vice-Chairman.

Keeter made a motion with support by Blanton to elect the above nominees for the 2021 Airport Authority Officers.

Aye votes: Hoekstra, Corbin, Stumbo, Klynstra, Blanton, Hoogland, Keeter, King, Sylte

Nays: None

Motion carried.

21.01.03 December 14, 2020 Meeting Minutes.

King made a motion with support by Hoogland to approve the December 14th Meeting Minutes as written.

Aye votes: Hoekstra, Corbin, Stumbo, Klynstra, Blanton, Hoogland, Keeter, King, Sylte

Nays: None

Motion carried.

21.01.04 Schedule Strategic Retreat.

Director Thelenwood reported that given the start of the New Year, and the commencement of budget season, the Airport Authority is in the process of setting its agenda over the next twelve months and beyond. Additionally, following the upheaval of 2020 and the ongoing coronavirus pandemic, which have both impacted operations at the Airport, contrasted with the continued interest in development on airport property and major restructuring of staff, we are facing both significant challenges and opportunities on our horizon. Given these circumstances and as organizations across the board are redefining “business as usual” I am recommending the Board set a special Strategic Planning Retreat to review the current state of the economic environment and begin planning future Airport Priorities Accordingly.

A proposed meeting date for this retreat is (MM/DD/2021). The goal of the meeting is to set a clear agenda for the Airport in the near term and identify opportunities, challenges, and objectives in the mid and long term as well. This retreat would be part of a long-term strategic planning effort.

Recommendation:

It is recommended that the Board schedule Strategic Retreat date of: X as described.

Klynstra made a motion with support by Keeter to set a targeted date of mid-February 2021 to hold the Strategic Retreat.

Aye votes: Hoekstra, Corbin, Stumbo, Klynstra, Blanton, Hoogland, Keeter, King, Sylte

Nays: None

Motion carried.

21.01.05 Amendment to Director's Employment Agreement.

Thelenwood stated—As I transition out of my role with the City of Holland, there are several key projects and programs I will be handing off to current City staff to carry while the position is backfilled. Chiefly among these is rollout of the City's new curbside recycling cart program. I leave this project in a critical moment and, as such, the City of Holland has asked whether I would be willing to support key components of this effort as an independent contractor and to onboard the new Sustainability Manager when hired in March.

I am amenable to providing support in a limited capacity, and in addition to (not in lieu of) my responsibilities and time commitments to the Airport Authority. However, the Director agreement excludes outside work so any arrangement with the City would require an amendment.

Approving this amendment for outside work would both:

- a. Further solidify an already strong collaborative working relationship between the Airport and City Hall; and,
- b. Would allow the Director to engage in other limited employment activities in the future that could be of indirect benefit the airport authority; for example: limited teaching, consulting, or other similar opportunities.

The intent of the working arrangement with the City of Holland would be limited hours (between five and ten hours max per week) and not to extend beyond a maximum commitment of six months; The arrangement could end sooner as determined by the City, The Authority, or myself. Any employment under this amendment would need to be approved by the Airport Authority Board with a clear justification as to how the outside employment would be of benefit to the Authority.

Recommendation:

It is recommended that the Airport Authority Board approve the Amendment to Director's Employment Agreement – Approving Temporary Transitional Support to the

City of Holland, as described and subject to final approval as to form by the Authority's Attorney.

King made a motion with support by Keeter to approve the Amendment to the Director's Employment Agreement as presented.

Aye votes: Stumbo, Klynstra, Blanton, Hoogland, Keeter, King, Sylte

Abstain votes: Hoekstra, Corbin.

Nays: None

Motion carried.

21.01.06 Procurement of AA Credit Card.

The City of Holland provides several financial and accounting support services as part of the Management Agreement between the City and the Airport Authority. Included in this agreement has been access to the City's Credit Card for limited airport purchases.

Given the recent move by the Airport Authority to appoint a full-time director, it is recommended that the Airport Authority consider procuring its own credit card.

Usage of the card would occur within the following parameters:

- The card will have a \$5,000 limit.
- It will be used for purchases that cannot wait for AP checks and subscription services that require a card for automatic billing (Website Hosting and Office 365 subscription for example).
- Since the Authority is using the City's purchasing policy, any purchase over \$1,000 will need a Purchase Order.
- Statements will be reviewed and approved by the board as part of overall purchase approvals each month.
- Transaction detail forms will be submitted to finance for all purchases made for the month. These forms include vendor, description of items purchased, amount and GL number.
- The Authority will submit a Credit Card Department Authorization form to list all authorized users for the credit card and the amount they are authorized to use.

Recommendation

It is recommended that the Airport Authority Board approve the procurement of an Airport Authority Credit Card, as presented.

Blanton made a motion with support by Klynstra to approve the procurement of an Airport Authority Credit Card, as presented.

Aye votes: Hoekstra, Corbin, Stumbo, Klynstra, Blanton, Hoogland, Keeter, King, Sylte

Nays: None
Motion carried.

21.01.07 FBO Report.

FBO report was accepted as information.

21.01.08 Updates.

A. Budget Preparation: Operations Committee Meeting-Thelenwood offered to assist anyone with questions they may have regarding the financial reports and budget.

B. Priority Setting for 2021- Thelenwood asked that the Board members provide any other items that should be considered to the Operations Committee.

21.01.09 Financial Reports.

Keeter made a motion with support by Klynstra to accept the financial reports as information.

Aye votes: Hoekstra, Corbin, Stumbo, Klynstra, Blanton, Hoogland, Keeter, King, Sylte

Nays: None

Motion carried.

21.01.10 Updates from the Board

Director Thelenwood reported that the Fogg Lease and Hangar 3 matter will be included in the February Board meeting.

Chairman Sylte would like this item to remain on the agendas going forward. This provides an opportunity for informal discussions that have been made difficult when using ZOOM web-based video meetings.

Sylte welcomed Frank Garcia as the new ex-officio member for Ottawa County.

21.01.11 Next Meeting.

The next Board meeting will be held February 8, 2021, 11:30a.m., format will be a Virtual Meeting using Zoom.

Meeting Adjourned at 12:40 p.m.

Minutes Approved: (Secretary)

Date: _____

West Michigan Airport Authority

270 South River Avenue, Holland, MI 49423
P (616) 510-2332

Comprising City of Zeeland, Park Township and City of Holland



February 8th, 2021

REPORT 3

To: West Michigan Airport Authority Board.
From: Aaron Thelenwood, Airport Authority Director.
Subject: **Public Hearing on Fiscal Year 2022 Operating and Capital Budgets.**

Annually, the Airport Authority Director prepares and submits the proposed operating and capital budgets for the next fiscal year to the Authority Board for consideration.

The FY21 Action Plan update is attached to this report. Much progress has been made on the FY21 Action Plan and an aggressive Action Plan is proposed for FY22.

Due the COVID-19 pandemic, traffic at the airport has decreased substantially. As a result, the estimated fuel flowage and landing fees have been reduced for FY21. The estimated operating budget revenues for FY22 are \$604,757. Additionally, the Airport qualified for and received \$157,000 in CARES Act funding to offset standard expenses of the Airport. These funds are released on a reimbursement basis and it is the intent to use these to offset snow plowing, mowing, legal, general maintenance and repair, insurance premium, and utility costs. Other operating revenues are anticipated to be lower than recent years, assuming COVID-19 continues to have a dampening effect on traffic. Property Tax revenues are expected to remain strong as real estate markets remain strong despite the pandemic. The millage rate is recommended to remain at one-tenth of a mil.

FY22 operating expenses are expected to increase by about \$42,000 due primarily to the increase in staffing costs related to the new Airport Director Position. Increased costs related to the Airport Director role have been offset primarily through a reduction in reserves for future capital projects. Additionally, budget for legal expenses is recommended to be increased from \$10,000 (FY21) to \$20,000 (FY 22). Legal expenses have been up substantially due primarily to ongoing development projects on airport property, associated contract amendments, and work related to the Airport rezoning efforts. It is anticipated that similar activities will continue through FY22.

It is recommended that \$112,357 from revenues be placed in reserves to provide the local match for future Capital Projects. There are five Capital Projects currently scheduled for FY22:

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- Runway/Taxiway paint marking maintenance (as needed).
- Entryway Landscaping Improvements.
- Design for North Hangar Park Taxilane.
- Wetland Mitigation for North Hangar Park Taxilane
- Repair of Gravel Path for Approach Light Maintenance.

It is also recommended that \$25,000 to be placed in Reserves for Future Business Center Maintenance and Repairs. These funds primarily cover the future depreciated value of Business Center equipment and infrastructure. The Board initially approved a resolution to set aside up to \$100,000 in reserves for ABC repairs. After FY22, the Board will have met this goal. It would be recommended that at future budget discussions, these funds be allocated elsewhere.

Recommendation

It is recommended that the Authority Board hold a public hearing, make any necessary changes to the budgets, and approve the attached resolution requesting the member local governmental units to levy .1 of a mill for fiscal year 2022.

Attachment: Resolution to Set a Public Hearing

FY21 Action Plan status

FY22 Action Plan

FY22 Operating Budget

FY22 Capital Budget

West Michigan Airport Authority

60 Geurink Blvd, Holland, MI 49423
P (616) 368-3021 F (616) 546-7056

Comprising City of Zeeland, Park Township and City of Holland



RESOLUTION TO PRESENT THE PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2022

Whereas, the West Michigan Airport Authority annual budget for the fiscal year July 1st, 2021 through June 30th, 2022 as proposed by the Airport Authority Director, was presented to the Authority on February 8th, 2021; and

Whereas, the Authority has reviewed, considered and revised the proposed budget;

Now, Therefore Be It Resolved, that the West Michigan Airport Authority presents this proposed budget to the public; and

Be It Further Resolved, that the proposed budget be placed on file for public inspection in the Offices of the Airport Director, Park Township Clerk, City of Holland Clerk, and City of Zeeland Clerk; and

Be It Further Resolved, that the Airport Authority will hold a public hearing concerning the proposed budget at 11:30 am on Monday March 11th, 2021 at the Airport Business Center; 60 Geurink Blvd. Holland, MI 49423; and

Be It Further Resolved, that a property tax millage rate recommendation to support the proposed budget will be part of this hearing; and

Be It Further Resolved, that the Airport Authority Director is instructed to publish a notice of public hearing on the proposed budget in a local newspaper, no later than Monday, March 1st, 2021.

Russ Sylte
Chairperson

Beth Blanon
Secretary

West Michigan Airport Authority

Fiscal Year 2021 (July 1, 2020 – June 30, 2021) Action Plan

April 8, 2020

Mission Statement

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

Fiscal Year 2021 Action Plan

Operations

- Evaluate the Authority's staffing structure as the result of completion of the Communications Strategy and current work activities.
The Airport Authority approved a new Airport Authority Director Position and hired a permanent Director in December of 2020. Additionally, core duties of the former communications coordinator have been incorporated into the position and supplemented by contracting with Boileau Communications as the Authority's designated communications consultant.
- Conduct an energy audit of the Airport Business Center.
It is the intent of staff to have this wrapped by Spring of 2021
- Work with the City of Holland to rezone the airport property according to the anticipated new zoning district.
This process is ongoing, but nearing completion as part of the City of Holland's Unified Development Ordinance. Staff have worked closely with the City Planning Department and our Airport Consultant (Mead and Hunt) to define the parameters of the Airport Zoning District. The intent is to outline relevant regulations/restrictions as required by FAA/MDOT while also providing the tools necessary to the Airport to remain flexible in attracting and maximizing strategic development on Airport Property.
- Staff to complete relevant FEMA Incident Command Systems Training.
This effort is ongoing; given the additional time allocation under the new Director role, this should be wrapped by the end of the fiscal year.
- Conduct a tabletop emergency incident training with local emergency management resources
The goal is to reengage partners around this project early spring of 2021.

Communications

- Implement the recommendations of the Communications Strategy which should be completed in the spring 2020.

Communications Strategy is in full swing with the ongoing support of Boileau Communications. Key next steps are to finalize design of the updated Airport Authority website; completion of Annual Report by spring of 2021; expanded social media outreach; launch of quarterly newsletters; re-engagement with current Airport tenants and users; and update of the Airport's introduction video. Additionally, the Airport launched it's "Keep COVID Grounded" campaign which continues to promote health conscious protocols for travelers, users, and staff at the Airport. Critical remaining components are to establish effective communication channels with T-hangar tenants and to build engagement with this group.

- Distribute information on airport activities through videos, website updates, periodic newsletters, media releases and community presentations

See comments above regarding communications strategy update.

- Continue to be active in social media venues such as Facebook and Twitter and other venues recommended in the Communications Strategy.

This effort is ongoing. We've provided available social media keys to Boileau Communication and their staff are currently working with Authority staff to establish social media posting schedules and protocols.

- Interact with airport tenants and users on airport activities, needs and matters of interest.

A priority for the new Director role is to make personal contact with the relevant personnel for each of the Airports current Private Hangar leases. Additionally, staff will continue to work with key stakeholders to engage with T-hangar tenants.

- Partner with Vision Air Flyby Air Service on public education activities.

Due to COVID-19, these efforts have been disrupted. As we review our engagement strategy overall in light of the pandemic, and identify our opportunities to engage remotely, we will begin work to re-establish public education activities.

Capital Projects

- Construct the runway and runway lighting rehabilitation projects.

These two projects have been officially condensed into one combined project. The project is scheduled for early spring of 2021 and all the pieces are in place for this to occur on time. The majority of the work will be completed within a consecutive 14 day period where operations will be interrupted. Once complete, there will be ancillary work associated with the rehab that will be completed after, but will not significantly interrupt operations.

- Design and bid the north hangar park taxiway if the funding and tenants are secured for this project.

This project is on hold, pending MDOT funding availability. Due to the lack of key tenants for future hangars in this area, the Airport Authority will need to review it's approach and timing schedule for this project.

- Remove the entrance parking lot and install landscaping on this site or determine alternative use for property.

This project is being revised due to the upcoming New Hangar construction project and addendum of the Hangar 3 Partners lease. Initially, the majority of the parking lot was deemed "surplus" space. Now with these two projects, much of the parking lot may be utilized for the private interests located there and a public access drive maintained by the Authority.

Economic Structuring

- Prepare the land leases for tenants of a new hangar park to the north of the Airport Business Center.

This has been suspended due to the lack of current tenants. One of the original interested parties is planning to build a new hangar on the location of the former Airport Office, and the second interested party has put this project on hold. The Authority will review options for attracting new interests to this space.

- Continue implementation of an airport development effort in cooperation with area economic development partners and private interests.

A major priority of the Airport Director is to establish a business engagement strategy as well as make key contacts and introductions with regional economic development partners. Ongoing efforts related to this include the marketing of available Airport owned property for development. To date, the real estate firm the Authority has been working with has identified at least one potentially interested party, but there has been nothing definitive yet. As development continues around the Airport, it's critical for the Authority to identify means of drumming up interest on it's available land. Additionally, the Authority Consultant (Mead & Hunt) continues to engage MDOT/FAA on the land release of Parcel K, though the FAA has not to date been forthcoming with any new details.

- Continue working to engage potential partner communities in the direction of airport governance and activities.

Going forward, there is a clear need to diversify revenue streams for the Authority, and part of this will be efforts to engage additional member communities. The Director will be relying on key connections both from the Board and various subcommittees, as well as advocates of the airport to lead the charge in this area. As part of a business development strategy, it would be worthwhile to expand upon these efforts.

West Michigan Airport Authority
Proposed Capital Projects for FY2022
TBD

<u>Fiscal Year 2021 Actual</u>	<u>Total Cost</u>	<u>FAA</u>	<u>State</u>	<u>WMAA</u>	<u>Other Local</u>
Runway 8/26 Lighting & Runway Rehabilitation Construction	\$ 4,472,914	\$ 4,107,728	\$ 182,593	\$ 182,593	
N. Hangar Park Taxiway Design/Construction (EA)	\$ 5,000	\$ -	\$ -	\$ 5,000	
Miscellaneous Crack Sealing	\$ 20,000			\$ 20,000	
Total Fiscal Year 2021	\$ 4,497,914	\$ 4,107,728	\$ 182,593	\$ 207,593	0
<u>Fiscal Year 2022 Proposed</u>					
Runway/Taxiway Painting	\$ 15,000			\$ 15,000	
Entranceway Improvements	\$ 5,000			\$ 5,000	
Design for Hangar Park Taxilane	\$ 91,610	\$ 82,449	\$ 4,581	\$ 4,581	
Wetland Mitigation for Hangar Park Taxilane	\$ 103,500	\$ 93,150	\$ 5,175	\$ 5,175	
Approach Light - Gravel Path	\$ 40,000			\$ 40,000	
Total Fiscal Year 2022	\$ 255,110	\$ 175,599	\$ 9,756	\$ 69,756	\$ -
Total Expenses	\$ 4,753,024	\$ 4,283,327	\$ 192,349	\$ 277,349	\$ -

West Michigan Airport Authority
Proposed Fiscal Year 2022 Budget
8-Feb-21

	Approved Budget <u>FY 2021</u>	Estimated Year End <u>FY 2021</u>	Proposed <u>FY 2022</u>
REVENUES			
FBO Franchise Fee	\$ 23,400	\$ 23,400	\$ 23,500
Fuel Flowage Fee	\$ 80,000	\$ 70,000	\$ 70,000
Property Tax - Holland City	\$ 107,000	\$ 109,069	\$ 110,000
Property Tax - Park Township	\$ 108,000	\$ 108,000	\$ 109,000
Property Tax - Zeeland City	\$ 60,000	\$ 60,371	\$ 60,000
Investment Income	\$ 15,000	\$ 15,000	\$ 12,000
State reimbursement - personal property tax loss	\$ 10,000	\$ 13,467	\$ 10,000
Rental - Hangar Land Lease	\$ 98,600	\$ 98,600	\$ 107,357
Rental - Agricultural Land Lease	\$ 12,500	\$ 12,608	\$ 12,500
Rental - T Hangars	\$ 58,000	\$ 58,000	\$ 58,000
Landing Fees	\$ 28,000	\$ 28,000	\$ 24,000
Business Center Rental fee	\$ 8,300	\$ 8,300	\$ 8,400
Subtotal Revenues	\$ 608,800	\$ 604,816	\$ 604,757
EXPENSES			
Payroll - Director	\$ 30,000	\$ 57,600	\$ 96,100
Payroll - Temporary Help	\$ 37,100	\$ 25,300	\$ 12,300
Temp. Help Insurance & Employee costs	\$ 7,500	\$ 2,200	\$ 1,000
Postage	\$ 100	\$ 100	\$ -
Operating supplies	\$ 1,500	\$ 1,500	\$ 1,500
Operating supplies - controlled capital	\$ 2,500	\$ 2,500	\$ 1,600
Photocopies	\$ 100	\$ 100	\$ 100
Maintenance - Buildings & Grounds Maintenance	\$ 13,000	\$ 12,000	\$ 9,000
Maintenance - Equipment Maintenance - ILS	\$ 20,000	\$ 20,000	\$ 20,000
Maintenance - Contract - Snowplowing	\$ 60,000	\$ 40,000	\$ 50,000
Maintenance - Contract - Mowing	\$ 30,000	\$ 30,000	\$ 30,000
Maintenance - Contract - General Repairs/ Maintenance	\$ 25,000	\$ 23,000	\$ 23,000
Advertising/Promotional	\$ 40,000	\$ 40,000	\$ 35,000
Contract - Legal	\$ 10,000	\$ 10,000	\$ 20,000
Contract - Engineering	\$ 15,000	\$ 15,000	\$ 15,000
Contract - Management Services	\$ 28,000	\$ 28,000	\$ 28,000
Contract - Airport Manager	\$ 2,000	\$ 2,000	\$ 2,000
Contract - Audit	\$ 7,800	\$ 7,800	\$ 7,900
Travel, Conferences, Seminars	\$ 2,000	\$ -	\$ 1,000
Commercial Insurance Premium	\$ 27,000	\$ 27,000	\$ 27,000
Utilities - T Hangars	\$ 5,000	\$ 5,000	\$ 5,000
Utilities - Runway Lights	\$ 6,700	\$ 6,700	\$ 6,700
Utilities - Landing Lights & Systems	\$ 4,600	\$ 4,500	\$ 4,500
Utilities - Fence Gates	\$ 700	\$ 700	\$ 700
Utilities - Parking Lot Lighting	\$ 1,800	\$ 1,600	\$ 1,700
ABC-Building & Grounds	\$ 5,000	\$ 5,000	\$ 5,000
ABC-Communications/Telephone/internet	\$ 6,700	\$ 6,700	\$ 6,700
ABC-BPW utilities	\$ 20,000	\$ 20,000	\$ 20,000
ABC-Natural Gas	\$ 5,000	\$ 5,000	\$ 5,000
ABC-equipment maintenance	\$ 5,000	\$ 5,000	\$ 5,000
ABC-Cleaning	\$ 7,500	\$ 7,500	\$ 8,000
Land lease rent	\$ 1,000	\$ 1,000	\$ 1,000
Miscellaneous	\$ 2,000	\$ 2,000	\$ 2,000
Dues & Subscriptions	\$ 600	\$ 600	\$ 600

Contingency - General	\$	10,000	\$	10,000	\$	10,000
T hangar repairs	\$	5,000			\$	5,000
Reserves for ABC maintenance/repairs	\$	25,000	\$	25,000	\$	25,000
Reserves for Capital Projects	\$	138,600	\$	154,416	\$	112,357
Subtotal Expenses	\$	608,800	\$	604,816	\$	604,757
Balance	\$	-	\$	(0)	\$	-

West Michigan Airport Authority

Fiscal Year 2021 (July 1, 2021 – June 30, 2022) Action Plan

March , 2021

Mission Statement

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

Fiscal Year 2022 Action Plan

Operations

- **Review & revise Airport Standards:**

The Airport will review all of it's existing standards related to operations, building and development and so forth to ensure these are up-to-date regarding MDOT & FAA requirements, are in alignment with the soon to be adopted Airport Zoning Code, and the strategic objectives of the Airport Authority.

- **Review Airport Master Plan:**

FAA recommends reviewing and updating Airport Master Plans every five years or so; however, this is not a requirement. The current Airport Master Plan was last revised in 2008. The Authority will review the existing Master plan to identify which initial goals are currently still in alignment with operations and what other goals could be incorporated. Additionally, the plan will be reviewed within the current climate reflecting impacts of COVID-19 operations and other major impacts. Staff will work closely with the Airport's Consultant (Mead & Hunt) on how best to approach this work (based on priorities identified by the Board). A full re-write is likely not necessary at this time.

- **Outline strategic goals for Airport, post COVID**

The Airport Authority board will be holding a strategic planning session likely in early March to identify key priorities for the Authority moving forward. This is a good practice on an annual basis in general; however, even more-so in the current climate. COVID-19 has been a major disruptor across all sectors and has effected operations at every level. The impacts on travel and aviation are felt very acutely at the moment and will likely echo long into the future. The Authority will work to get an understanding of what the current impacts are, what short/mid term trends will look like moving forward, and will work to identify it's role in a "post COVID" world moving forward.

- **Establish ongoing maintenance & budget schedule for general repairs:**

Over the past four years, the Authority has become more focused on heading off significant maintenance expenses by establishing robust reserves for such projects. Staff have been working to approximate when key repairs may come due; however, for budgetary reasons, it would benefit the airport to plot out these expenses as best and consistently as possible; and have a standing schedule for when these repairs are likely to occur. The airport has done this already with Airport Business Center reserve fund, pavement Crack Sealing, and Paint Markings, but there are other items as well it may benefit the authority to schedule out. Repairs will still only occur on a needs basis. Staff will work to identify other common repair items (such as fence repair, brush clearing etc.) and review similar best practices from other Airports. This process will allow the Authority to budget for repairs *before* they are needed.

- **Update standing agriculture leases:**

The Airport Authority holds multiple leases with local farmers to farm and maintain several fields around the Airport. These leases are all handled (administratively) slightly different with each farmer. Staff will develop a consistent lease, with consistent language for each lessee which will in turn reduce administrative oversight associated with managing these leases. Lease rates have been determined based on a number of factors associated with each parcel; current lease rates will remain in place.

Communications

- **Expand direct outreach engagement efforts with Airport Users:**

Staff will work with Airport Communications Consultant (Boileau Communications) to establish channels to directly engage with current airport users (T-hangar tenants, private hangar lease holders, other users). The goal is to provide an avenue for their engagement in overall operations and to be provide insight and feedback.

- **Expand outward facing engagement on happenings at the Airport**

One primary goal of the Airport is to broaden outward communications with the surrounding communities as to the goings on of the airport as well as the economic impact of this community resource. By expanding on the current priorities of the communications strategy, staff will continue to work with Boileau communication to provide meaningful content to Airport member communities as well as establish channels for those member communities to provide insight and feedback to the Authority.

- **Incorporate economic impact and development opportunities as part of Airport Branding**

Making the economic impact of the Airport as a consistent and core part of our overall branding is a critical step in outreach and engagement efforts. Highlighting the return on investment of our member communities is critical to show the airport as a true public asset as well as critical piece of regional infrastructure that needs to be maintained and serves the public interest. Having this consistently reinforced as public knowledge serves the Authority in building buy-in around future millage votes or in attracting new partner communities.

- **Develop Marketing Materials targeted at Aviation related businesses and operations**
As the Airport Authority wants to continue to target current users and constituents, it is also important to target messaging at "would be developers" looking to relocate to a strong economic hub like West Michigan. By working with Boileau, and other Economic Development groups in the region, the Authority can align it's messaging to better engage and attract new businesses to the airport.
- **Review youth/student engagement opportunities post COVID-19**
Youth/student engagement is critical as these young minds will eventually be the voters, policy makers, and business leaders which engage with and support the airport. These are also the innovators and visionaries who can help guide the authority into the future. COVID has disrupted "traditional" outreach efforts through schools, youth organizations, etc. The Authority will work with Boileau as well as establish partnerships with other youth focused organizations to identify new outreach strategies in a post COVID landscape.
- **Maintain up-to-date information on COVID impacts of Airport operations**
This will remain an ongoing effort as providing updated information on COVID and maintaining best practices assures our users that we are taking responsibility to ensure that their travels are as safe as possible.

Capital Projects

- **Complete design for North Hangar Park Taxilane**
- **Wetland Mitigation for North Hangar Park Taxilane**
- **Review Viability and Timing of Airport Owned Hangar**

Economic Structuring

- **Build Engagement & Partnership with potential new Airport Authority member Communities:**

The Authority will rely on the support of key advocates to make these initial engagements with community partners identified as strong candidates for potential Authority membership. These efforts will be rooted in ongoing education around the economic impact of the Authority as well as around the Authorities strategic priorities.

- **Draft Business Development Plan for the Airport Authority**

As part of the Authority's priority in attracting new business and development on airport property, staff will work closely with regional economic development partners to produce a Business Development Plan for the Airport Authority. This plan would focus on the following key areas:

- Attract new aviation businesses
- Attract new developers on Airport property
- Establish a process for getting Airport property development ready
- Identify opportunities in new tech at the Airport
- Identify mid and long term land use opportunities for vacant airport property

- **Coordinate with Economic Development Partners in the region:**

Beyond development at the airport staff will work closely with Economic Development Partners in the region to identify opportunities for the airport to support local and regional businesses. The focus would be for the airport to expand it's role in serving the economic interests of its member communities and establish it's voice in key policy decisions moving forward. Part of this effort will also include engagement with other similar travel focused entities in the region.

- **Continue to Pursue Land Release with FAA for Parcel K:**

Staff will remain focused and engaged with partners at Mead & Hunt and MDOT to secure a land release of Parcel K from the FAA. Due to it's location, there likely won't be an aviation use for Parcel K, and given the ongoing commercial development in the surrounding area, there is likely significant untapped revenue generating opportunity in this parcel. By releasing the parcel, FAA would provide a key tool to the Airport in generating additional revenues to support ongoing operations and new opportunities.

- **Review impact of "drone" services on future airport operations**

Advancement in drone technology charges forward and we are effectively on the cusp of large-scale adoption of drone delivery services, as well as other unforeseen uses that are not far

behind. It is in the best interest of the Airport Authority to get up-to speed on current trends and get in front of new applications of this growing technology. Whether or not drones have a physical place at the airport is not necessarily the focus; but, rather, this effort will focus on understanding how the airport will operate, and what opportunities might present themselves as drones become more present in day-to-day life.

West Michigan Airport Authority

270 South River Avenue, Holland, MI 49423
P (616) 510-2332

Comprising City of Zeeland, Park Township and City of Holland



February 8th, 2021

REPORT 4 a.

To: West Michigan Airport Authority Board.
From: Aaron Thelenwood, Airport Authority Director.
Subject: **Approval of Ground Lease with 3303 John F. Donnelly Drive.**

The Authority Board has previously approved a site plan for a 120'x120' hangar on the former airport office site near the Geurink Boulevard entrance to the airport. Attached to this report is the proposed land lease for this hangar and the site plan.

The key components of this lease are:

1. The lease entity is 3303 John F. Donnelly Drive, LLC.
2. The site is 27,946 square feet.
3. The term of the lease is for 40 years with an option for renewal of another 30 years.
4. The initial lease rate is 30.65 cents per square foot which is consistent with the Brown Transport lease.
5. The Airport Authority will provide and maintain an access road to this site.
6. The Airport Authority will assume an estimated \$10,132 in engineering costs for revisions to the Airport Layout Plan and ½ of the environmental clearance work.
7. The lease includes language providing public aircraft access along the west side of the fueling facility.
8. There may be a need for additional parking in the future due to how the hangar office is ultimately used. The lease includes language to address this possibility.
9. Land leases at the airport typically require a personal guarantee from the lessee. This guarantee is to ensure that the financial terms of the lease are met. In this lease, in lieu of the personal guarantee, the lessee will provide an annual financial statement and pay the rental rate three years in advance. This advance will be drawn down until year four. At that time, another three years advance will be paid unless the Board and lessee agree to another form of financial security such as a personal guarantee. This arrangement will also allow the Board to determine if this might be a preferred financial security for future land leases.

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

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In addition, the adjacent land lease (Hangar 3 Partners) will need to be revised to provide access to the Fogg site. This lease revision is intended to be presented to the Board at the same meeting as the Fogg lease.

Recommendation

It is recommended that the Authority Board approve the attached land lease with 3303 John F. Donnelly Drive, LLC, subject to Authority approval of revisions to the adjacent Hangar 3 Partners lease to accommodate an access road to the both sites – subject to final approval as to form by the Airport Authority's Attorney.

Attachments: Land lease
 Site plan

West Michigan Airport Authority

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February 8th, 2021

REPORT 4 b.

To: West Michigan Airport Authority Board.
From: Aaron Thelenwood, Airport Authority Director.
Subject: **Approval of Ground Lease Addendum with Hangar 3 Partners.**

Hangar 3 Partners has a hangar near the Geurink Boulevard entrance to the airport. It is the first hangar as one enters the airport and has been there for over 30 years. The current land lease comprises 41,000 square feet. This land lease also includes an entrance drive off of Geurink Boulevard and parking spaces along the west side of the entrance drive.

With the development of a private hangar on the former airport office site (Ben Fogg), access to this site needs to be provided through what is the current Hangar 3 entrance drive.

To ensure that adequate long-term access is provided to both sites, it is proposed that the Airport Authority have control of this entrance drive and that it, and the Hangar 3 parking along the west side of the entrance drive, be deleted from the Hangar 3 land lease. In turn, Hangar 3 will provide its parking along the west side of its hangar.

Hangar 3 Partners has also requested that its north leased line be moved closer to its hangar. The current north lease boundary abuts Geurink Boulevard and allows for additional landscaping to meet the requirements of the Airport Building Standards. This landscaped area would remain and be maintained by the Airport Authority which the Authority is essentially doing today.

The Authority Board will need to approve a variance from the landscaping requirement to do meet the Hangar 3 request. Since the Board has already approved a landscaping variance for the adjacent Ben Fogg lease, if the Hangar 3 variance is approved, then the Board should review the landscaping requirement in the Building Standards and perhaps revise it.

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Attached is an Addendum to the Hangar 3 land lease that will change the boundaries of the current lease. This will reduce the lease to 28,783 square feet which is 12,217 square feet less than the current lease. The current lease rate is 20.25 cents per square foot.

At the time of this report, the Authority is awaiting final drawings of the Amended lease area. Due to recently resolved negotiations between the two parties, these drawings are in the process of being finalized and will vary slightly from those included in the packet currently. It is the hope that staff will have the final drawings to present to the Board by the February 8th meeting.

Recommendation

It is recommended that the Authority Board approve:

1. The Addendum to the Hangar 3 Partners land lease as presented with the report -subject to final approval as to form by the Airport Authority's Attorney; and
2. A variance to the Airport Building Standards reducing the required 30% landscaped green space.

Attachments: Current lease survey
 Proposed leased survey
 Lease addendum

GROUND LEASE
between
WEST MICHIGAN AIRPORT AUTHORITY
and
3303 JOHN F. DONNELLY DRIVE, LLC

This Ground Lease ("Lease") is made as of this _____ day of _____, 2021, between 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 ("**Lessor**"), and **3303 JOHN F. DONNELLY DRIVE, LLC**, a Michigan limited liability company ("**Lessee**"), with reference to the following:

Background

Lessor holds an interest in the Property described in this Lease, pursuant to the terms of a ground lease dated March 26, 2012 (the "Master Lease") between the City of Holland (the holder of fee title to the Property) and Lessor as the ground lessee. The Master Lease grants Lessor the right to enter into land leases for the operation of the West Michigan Regional Airport and to receive revenues derived from those land leases.

Agreement

In consideration of their mutual covenants, the parties agree as follows:

1. **Premises Leased.** The Lessor hereby leases to the Lessee the following described premises, being a part of the West Michigan Regional Airport (the "Airport"), located in the County of Allegan, State of Michigan, which is legally described and surveyed on the attached **Exhibit A** (the "Demised Premises"), consisting of 28,270 square feet. The Lessor warrants that it is the holder of the leasehold rights as ground lessee under the Master Lease and that it possesses the legal authority to lease the Demised Premises in the manner provided herein.

Lessee agrees that its interest in the Demised Premises shall be subordinate at all times to the Master Lease.

2. **Term.**

A. The commencement date of this lease ("Commencement Date") shall begin on the earlier of the date the Lessee obtains a building permit or other authorization to construct a hangar or other structure on the Demised Premises; or mobilizes by placing construction equipment or materials on the Demised Premises; or May 1, 2021.

B. The Lessee shall have and hold the Demised Premises for a term of forty (40) years, beginning on the Commencement Date and expiring on May 1, 2061, inclusive (unless the term shall be sooner terminated as hereinafter provided, pursuant to Sections 18 and 19), upon the terms, covenants and conditions hereinafter contained.

C. The Lessee shall have the privilege of using, for the term of this Lease and any extensions thereof, in common with others and the public, the public flying field of the Airport, subject to the charges, rules and regulations governing such field issued by the Federal and State Aeronautical Agencies and by the Lessor, it being expressly understood that this privilege covers the entire period of the Lease and extensions thereof as hereinafter set forth.

2.1 **Financial Statement, Building Plans and Drawings.** Upon the execution date of this Lease, Lessee shall submit to Lessor its most recent financial statement which shall include a balance sheet and income statement of the operations of Lessee. Lessor may request and Lessee shall comply with such request for such additional financial documentation as requested by Lessor.

Not later than 45 days prior to the Commencement Date, the Lessee shall submit to the Lessor building plans and drawings showing in full detail the location of all buildings and

improvements on the Demised Premises (including representative samples of all building materials, windows, lighting, and other exterior appurtenances to be used in the construction of the hangar) for review and approval by the Lessor. The building and improvements shall be designed and constructed to eliminate drainage on any adjacent and adjoining properties.

3. **Option to Renew.** The term of this Lease may be extended for one (1) additional term of thirty (30) years under the following terms:

A. Written notice of the exercise of this option must be given by Lessee to Lessor not less than 180 days prior to the expiration of the initial term. The Lessor shall endeavor to notify the Lessee when the initial term of this lease shall expire; however, the failure to provide such notification shall not relieve the Lessee of its requirement to strictly comply with the notice requirements of this paragraph. In addition to the notice to exercise this option, Lessee shall submit to the Lessor the last complete income and financial statement of the Lessee prepared prior to the notice of exercise. The Lessor may request further financial documentation from the Lessee in conjunction with the renewal.

B. Lessee shall not be permitted to renew this Lease if, at the time of exercise, Lessee shall be in default of any term, condition, or agreement set forth in this Lease beyond any applicable cure period.

C. The renewal of this Lease shall be subject to negotiations between Lessor and Lessee regarding the rental to be paid by Lessee to Lessor during the renewal term (however, in no event shall the rent to be paid during the renewal term be less than the amount paid at the end of the initial term).

D. During the term of this Lease and any renewal thereof, the Lessor shall require the continuation of all financial security required by the Lessor. Lessor may require such documentation and additional financial security if Lessor determines that Lessee is undercapitalized to perform the terms and conditions of the Lease.

E. The Lessor and Lessee acknowledge the building and improvements on the Demised Premises are the first visual improvements seen from the roadway entering the Airport and the condition, maintenance, and repair of the building and improvements are significant to the image of the Airport. At the time the option to renew by Lessee is exercised, Lessee shall have removed, replaced or restored the hangar facilities and buildings incidentally related thereto located on the Demised Premises (however, this condition may be waived by Lessor, in Lessor's sole judgment and determination, based upon an application and supporting documentation submitted by the Lessee requesting to waive this condition); and such other terms, conditions, and agreements necessitated by the extension of the Lease term.

4. **Rental.** For the period between the execution date of this Lease and the Commencement Date, Lessee shall pay the Lessor the sum of \$1,000. For the initial period beginning on the Commencement Date, and ending on October 31, 2021, the Lessee shall pay to the Lessor a prorated amount for rent as calculated pursuant to this paragraph. Lessee shall pay to the Lessor as annual rental for the Demised Premises the sum of Eight Thousand Six Hundred Sixty-Five and 00/100s Dollars (\$8,665), to be made on November 1, 2021, and on the same day of each successive year of the initial period.

It is understood and agreed that the above-stated annual rental payment is based upon a total rentable area of 28,270 square feet at the initial rate of \$.3065 per square foot.

The annual rent shall be adjusted each year as of October 31, 2021, and as of each and every October thereafter in accordance with the increase in the Consumer Price Index ("CPI") applying the published CPI rate for August immediately prior to the adjustment date and for each subsequent adjustment date thereafter. If there is a decrease in the CPI for the adjustment period, the annual rent shall remain the same as previously determined until the next annual adjustment date. The annual rent shall be adjusted to an amount equal to the product obtained by multiplying the annual rent in effect for the immediately preceding 12-month period by a fraction, the numerator of which is the CPI for the year to be adjusted, and the denominator of which is the CPI for the prior 12th month period. If the CPI has not increased for the annual adjustment period, the annual rent for the next year of the Lease shall remain the same as the prior year's annual rent.

For the purpose of this Lease, the CPI means the Index for "All Items," for Urban Wage Earners and Clerical Workers Commodity Groups for the Detroit area as determined by the United States Department of Labor, Bureau of Statistics. Should the United States Government revise its price index at any time, the parties will follow such suggestions as the government may issue for making an arithmetical changeover from one index to another. Should the price index be wholly discontinued, then its successor or the most nearly comparable successor index thereto shall be used.

In lieu of requiring a personal guarantee at the inception of this Lease, the Lessee shall pay to the Lessor the sum of three years annual rent (\$25,995), subject to the CPI Adjustment pursuant to this paragraph on or before the Commencement Date ("Deposit"). The Deposit shall be held by the Lessor and shall be applied by the Lessor for rent due in Year One, Two, and Three of this Lease. In the event of a default under the terms and conditions of this Lease, the

Lessor, upon fifteen (15) days' notice to Lessee, with a 15 day right of Lessee to cure, may (i) apply the Deposit in whole or in part to cure the default(s) or (ii) commence such action as may be necessary to terminate the lease and apply the Deposit for such damages as may have accrued at such time.

Unless otherwise agreed by the Lessor, in Year Four of the Lease and each subsequent three year period thereafter, Lessee shall pay three years of annual rent, as calculated pursuant to paragraph 4, to be held as the Deposit. The Deposit shall be amortized and/or applied in accordance with the provisions of the prior paragraph.

5. **Sublease.** Lessee may sublet, subject to the consent of the Lessor, all or any portion of the Demised Premises at any time and from to time to any other entity so long as the subtenant complies with the provisions of this Lease (to the extent they apply to the subtenant). Lessee acknowledges that it will notify any subtenant of the terms, conditions, and agreements of this Lease and shall incorporate by reference all requirements of this Lease in any agreement executed between Lessee and any subtenant. Lessee shall ensure that none of its subtenants uses the Demised Premises in a manner which would constitute a violation of any of the provisions of this Lease or any other lease or contract to which the Lessor is a party or the field rules and regulations of the Lessor. A sublease of the Demised Premises by the Lessor shall not release any financial security under the terms of this Lease.

6. **Purposes for Which Demised Premises to be Used.** The Demised Premises are to be used by the Lessee for the following purposes only:

A. As the site for an airplane hangar or hangars. The Lessee shall have the right to sublease any part of the hangar placed on the Demised Premises subject to the provisions of paragraph 5. However, the Lessee shall ensure that none of its subtenants uses the Demised

Premises in a manner which would constitute a violation of any of the provisions of this Lease or any other lease or contract to which the Lessor is a party, or the field rules and regulations of the Lessor.

B. Maintenance and servicing for only those aircraft owned by the Lessee and stored in the Lessee's hangar.

C. Any other uses for which the Lessor gives its written approval in its sole discretion.

7. **Prohibited Uses of the Demised Premises.** The Demised Premises shall not be used by the Lessee for any of the following purposes.

A. Passenger service, charter, and commercial operations.

B. Sale of aircraft and accessories (except aircraft used exclusively by Lessee).

C. Engaging in the business of aviation instruction (except for instruction involving pilots and aircraft used exclusively by Lessee).

D. Maintenance and servicing of aircraft, except as permitted pursuant to Section 6(B).

E. The sales or storage of aviation fuels or petroleum products.

F. Due to the limited area of the Demised Premises and its location adjacent to the fueling farm facilities at the Airport, the tie-down of aircraft is prohibited.

G. Any form of fixed based operation unless Lessee meets the minimum operating standards and requirements of the Lessor.

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

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

B. The Lessee further agrees that all Federal, State and local laws will be observed, including the rules and regulations of the Federal and State Aeronautical authorities and the local governing authority.

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

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

E. The Lessee agrees to pay all taxes, assessments, license fees or other charges levied or assessed on the buildings, structures or their contents during the term of this Lease or any renewal thereof.

F. The Lessee shall pay for water, gas, sewer charges and electrical current, telephone service and other utilities utilized or consumed on the Demised Premises.

G. The Lessee agrees at all times to keep the Demised Premises in a neat, clean and orderly condition, free of weeds, rubbish or any unsightly accumulations of any nature whatsoever.

H. The Lessee shall maintain the building and other improvements on the Demised Premises in an attractive, well-maintained condition and repair which favorably reflects on the

conditions and operations of the Airport. Lessee acknowledges that its building and improvements are the first visual improvement seen from the roadway entering the Airport and its condition, maintenance, and repair is significant to the image of the Airport. Upon 30 days notice by the Lessor that the buildings and other improvements are not being maintained as required by this paragraph, Lessee shall immediately submit a plan and timetable to commence and diligently complete the required maintenance and repair. Said plan and timetable must be approved by the Lessor. If Lessee fails to perform the required maintenance and repair, Lessor may terminate this lease and repair or demolish the buildings and other improvements on the Demised Premises. All costs incurred by Lessor for such demolition and repair (including attorneys fees) shall be paid by Lessee.

I. Lessee, its employees, agents, subtenants, or invitees shall not operate its aircraft in any manner to create or likely to create "jet blast" from the Demised Premises onto adjacent, adjoining, or nearby hangar properties.

J. Lessee acknowledges that Lessor has entered into a Fixed Base Operator Agreement ("Agreement") for the operation of the airport. Pursuant to the terms of the Agreement, the Fixed Base Operator ("Operator") is required to provide snowplowing on the Airport, and is authorized to charge third parties for such services pursuant to the terms of the Agreement. Lessee agrees to pay all charges, fees, and costs incurred by the Operator relating to the snowplowing for areas leased to Lessee pursuant to this Lease.

9. **Building**. The Lessee may, at its own expense, with the prior written consent of the Lessor, and in accordance with Lessor's development and improvement standards, construct new facilities and make alterations, additions and improvements to the Demised Premises, including the demolition of all existing structures on the Demised Premises and the construction

of one or more new buildings on the Demised Premises. Lessor shall grant its written consent to all alterations, additions, demolitions and improvements to the Demised Premises which meet the standards set forth in the Airport Building Standards, now existing or hereafter amended, promulgated by Lessor ("Building Standards"). All such alterations, buildings, hangars or improvements shall be and remain the personal property of the Lessee throughout the term of this Agreement, or any extension thereof.

The Lessee shall have the privilege of removing any or all of the buildings, alterations, additions, hangars or improvements placed on the Demised Premises, at any time prior to the expiration of this Lease, or any extension thereof, provided that on such removal the Lessee shall restore the Demised Premises to a graded and level condition and neat appearance. No building, hangar, or other improvements may be removed by the Lessee, unless replaced, until all rents due have been paid to date. If the Lessee does not intend to remove the aforesaid alterations, additions, hangars, buildings or improvements prior to the end of the term of this Lease, it shall give written notice of this fact to the Lessor at least sixty (60) days prior to such termination, in which case the Lessor may, at its discretion: (i) order the Lessee to remove any or all such alterations, additions, hangars, buildings, or improvements, or (ii) Lessor may, at its sole and complete discretion, require that the additions, hangars, buildings, or improvements remain and the Lessor shall pay to the Lessee a mutually agreed cost. Failure on the part of the Lessee to comply with such order to remove shall entitle the Lessor to cause to have any or all said alterations, additions, hangars, buildings, or improvements removed, and the cost of such removal (including attorneys fees) shall become the obligation and the responsibility of the Lessee, or at the discretion of the Lessor, the alterations, additions, hangars, buildings. Upon

surrendering the Demised Premises, the Lessee shall surrender possession to the Lessor free and clear of any encumbrances, excepting those placed thereon by the Lessor.

9.1 **Parking.** In the event the Lessee's uses of the hangar office area require the need for additional vehicular parking, as determined by the Lessor, Lessor and Lessee shall negotiate the amount of additional vehicular parking and Lessee shall pay all costs for the construction, maintenance, and repair of such parking.

10. **Access Roads, Taxiways, and Ramp Areas.**

A. Lessee acknowledges that the existing access drive to the Demised Premises is included within the leased premises under a lease between the Lessor and Hangar Three Leasing, LLC ("Hangar Three"). Lessor shall obtain the release of the access drive from Hangar Three; however, Lessee shall be responsible to pay and reimburse Hangar Three for the relocation of its existing parking spaces adjacent to the Hangar Three building. On or before the occupancy of the buildings and structures to be erected on the Demised Premises, Lessor shall be responsible to construct and pay for the repair, restripe, and resurface of the access drive to the Demised Premises to the satisfaction of the Lessor.

B. Lessor shall be responsible to pay for all ongoing maintenance, upkeep, and repair of the access drive during the term of this Lease or any renewal thereof (except for damages which may be caused by Lessee, its employees, agents, or contractors).

C. Lessee hereby agrees that it shall be responsible for all maintenance, upkeep, and repair of its taxiways and ramp areas for all portions located inside the Demised Premises. All maintenance, upkeep, and repair shall be in accordance with any federal, state, or local requirements. In the event Lessee should fail to comply with the provisions of this paragraph,

Lessor may enter on the taxiways, and ramp areas to perform necessary maintenance, upkeep, and repair and assess Lessee the cost therefor.

D. During the term of this Lease and any renewal thereof, the Lessee agrees that the area designated as the apron area on the attached **Exhibit A** shall be available to permit other aircraft to taxi over for their flight operations.

11. **Compliance with Rules and Regulations.** The Lessee shall construct all buildings and all improvements on the Demised Premises in accordance with all applicable state and city ordinances, and regulations adopted for the operation of West Michigan Regional Airport, including regulations of the Michigan Fire Marshal and any other applicable state, county, and local laws, ordinances, and regulations.

At any time during the term of the Lease, the Demised Premises, buildings, and improvements located thereon, shall be subject to the inspection, upon reasonable prior written notice, and approval of the Michigan State Fire Marshal and the Lessor, and any other representatives of interested State, county, or local governments as specified above.

The Lessee agrees, during the term of the Lease, to comply with all laws, local, State, and Federal, including all building codes, pertaining to sanitation, health, police and fire protection relating to Lessee's activities on the Demised Premises. In the event it is necessary for Lessee to connect to water and sewer facilities or connections for electrical or gas service, or for the cost of extending said utilities, the Lessee shall be responsible for the cost of the connection and utility installations.

The Lessee shall be responsible for the cost of connections to existing facilities, including storm and sanitary sewers, electrical lines, water and gas, and for the cost of extending the

utilities from their present termination point outside the Demised Premises to any building or buildings upon the Demised Premises.

12. **Insurance**. Insurance for loss by fire and extended coverage shall be kept and maintained on all buildings and improvements located on the Demised Premises by the Lessee in such amount as Lessee determines to be appropriate, and with such insurance company or companies as are approved by the Michigan Insurance Bureau. In the event of loss by fire, hail, or windstorm, the proceeds from such insurance shall be used by the Lessee to repair or replace such loss, or the Lessee shall demolish the building and improvements so damaged and restore the Demised Premises to a graded level and neat appearance. A casualty loss of the hangar, building, or other improvements on the Demised Premises shall not terminate this Lease unless the Lessor and Lessee agree in writing that due to the circumstances of the loss that the Lease will be terminated.

Further, the Lessee shall procure, keep and maintain during the term of this Lease, and any renewal thereof, insurance policies providing public liability and property damage insurance of not less than \$1,000,000.00 each occurrence/\$1,000,000 aggregate for property damage and of not less than \$1,000,000.00 each occurrence/\$1,000,000.00 aggregate for comprehensive general liability. The policies shall cover losses caused by the acts and omissions of the Lessee, its agents and employees, or by the operation of vehicles or other equipment owned or operated by the Lessee, its agents or employees. The Certificate of Insurance of Lessee shall name the Lessor, its officers, agents, and employees as additional insureds for required coverage for public liability, and a Certificate of Insurance shall be filed with the Lessor upon the commencement of this Lease. The Certificate of Insurance shall waive subrogation against Lessor. As to all insurance requirement under this clause, the Lessee shall give the Lessor sufficient evidence in

writing that each and every such coverage has been issued by an insurance company or companies as are approved by the Michigan Insurance Bureau. The Lessee agrees to defend and hold the Lessor harmless from any claim, suit, or processes of any nature, including reasonable attorney fees and costs, whatsoever arising out of this Lease. The agreement to defend and hold harmless shall be in effect even though the Lessee has obtained the various insurance policies hereinabove stated. During the term of this Agreement, the amounts and levels of insurance may be increased by Lessor based upon revised insurance requirements and specifications which shall apply to all entities subject to a ground lease at the Airport.

13. **Compliance with Federal Agreements.** This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport, provided, however, that any right, title, and interest of the Lessee in the Demised Premises (including any improvements made by Lessee to the Demised Premises) shall not be taken without just compensation therefor being first made.

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

B. The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of the Lessee, so long as the changes do not interfere with access to the Demised Premises from the landing area of the airport as determined by Lessor.

C. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the reasonable opinion of the Lessor, would limit the usefulness of the Airport or constitutes a hazard to aircraft.

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

A. The Lessee, its agents, licensees, invitees, sub-tenants and employees to Lessee shall have the non-exclusive use of any roads or service drives on West Michigan Regional Airport for purposes of ingress and egress to the Demised Premises.

B. The Lessee shall provide parking facilities upon the Demised Premises with the Lessee being responsible for all maintenance, all snow removal, and repair relating to such parking facilities.

C. In case it shall become necessary to reconstruct, replace, or relocate any existing fence to accommodate the Demised Premises of Lessee; construct any fences for the protection of the public using the West Michigan Regional Airport as a public facility; or the construction is deemed necessary by the Lessor to preserve substantial uniformity of appearance of all fencing and buildings at West Michigan Regional Airport, or to provide privacy to the Lessee at the Demised Premises; or if Federal authorities require the construction thereof, such fence shall be reconstructed, replaced, relocated, and erected at the Lessee's sole expense, and only after approval and consent is had from the Lessor as to location and type of fencing. Any fencing shall be consistent with the Airport Building Standards. Upon the giving of notice by the Lessor to the Lessee, in writing, requesting that fencing be erected on the Demised Premises. The Lessee shall erect such fencing as soon as possible and maintain the same in good repair and

condition at all times in accordance with the request made by the Lessor. If the Lessor, pursuant to the terms of this clause, requests the Lessee to remove existing fencing or construct fencing relating to the development of the Demised Premises, the Lessee shall comply with such demand and shall pay the costs thereof.

15. **Signs.** The Lessee shall have the right to erect a building identification sign, consistent with the Building Standards, upon the exterior of the buildings on the Demised Premises or in the front yard area thereof. No other signs or advertising matter shall be painted, posted or displayed upon any portion of the Demised Premises, including upon the buildings and structures placed thereon, without the written consent of the Lessor, which consent shall not be unreasonably withheld.

16. **Mortgage by Lessee.** The Lessee may place a mortgage upon any and all buildings located on the Demised Premises or Lessee's leasehold interest under this Lease for the purposes of securing a loan or loans, and the Lessee shall notify the Lessor in writing of the name and address of the mortgagee prior to the placement thereof. Any mortgage placed on the Demised Premises shall be subordinate to the interest of the Lessor and Lessor, in its sole discretion, may require the Lender to execute and deliver a subordination agreement to the interest of Lessor. Any notice of default in the terms of the Lease served upon the Lessee by the Lessor shall also be served upon the mortgagee, and the mortgagee shall have a like opportunity to cure such defect as the Lessee may have.

17. **Late Rental Payments.** If, during the term of this Lease, the Lessee shall be late in making rental payments or any other payments as provided herein, within thirty (30) days after the invoice date, the Lessee shall pay, and the Lessor shall receive, a service charge of one and one half percent (1.5%) per month of the late rental payment or other charge until the amount is

paid. This shall be in addition to any other rights reserved to the Lessor or existing in the Lessor by virtue of the laws of the State of Michigan.

18. **Default and Termination.** The Lessor and the Lessee agree that this Lease shall terminate at the expiration of the term herein specified. Further, upon the breach by the Lessee of any of the terms and conditions herein, the Lessor shall give written notice to the Lessee and a period of sixty (60) days from the date of the notice to cure such breach. If the breach constitutes an emergency condition as determined by Lessor, the period to cure shall be five (5) business days from the date of the notice to cure or according to another time period approved in writing by the Lessor. If the breach is not cured by the Lessee within sixty days of the date such notice is received by the Lessee (or if the breach cannot be cured within the sixty (60) day period, if Lessee does not commence curing the default within the sixty (60) day period and thereafter diligently prosecute it to completion), this Lease may be deemed forfeited by the Lessee and cancelled by the Lessor, upon the receipt by the Lessee of an additional notice in writing of such cancellation from the Lessor. Lessee shall pay reasonable costs and attorney fees incurred by Lessor in connection with the termination, cancellation, and forfeiture of the Lease.

19. **Notice of Termination – Lessor.** In addition to the provisions of this Agreement relating to termination as are set forth in paragraph 18 hereof, the Lessor may terminate and cancel this Lease if it is unable to operate West Michigan Regional Airport, and is required to reimburse the United States of America, the State of Michigan, or such other federal or state entities or agencies for monies received or accepted for the acquisition of West Michigan Regional Airport. Notice of termination shall be sent at least 180 days prior to the effective date of the cancellation to Lessee. Upon expiration of the notification, the rental amount paid during the final year of the Lease shall be prorated and the balance reimbursed to the Lessee. Lessor

shall incur no further liability to Lessee, and this Agreement shall be null and void. Upon termination pursuant to this Paragraph, the Lessee may attempt to negotiate the purchase of the Demised Premises from the City of Holland, including a non-exclusive right of ingress and egress to the Demised Premises at the fair market value as determined by the City of Holland and Lessee. The purchase by Lessee from the City of Holland shall be permitted only if all of the following conditions are met:

A. Lessee shall not be in default (beyond any applicable cure period) pursuant to any of the terms, conditions, and agreements of this Lease;

B. The right to purchase is determined to be valid and permitted pursuant to the rules and regulations of the Federal Aviation Administration ("FAA"), Michigan Aeronautics Commission ("MAC"), or any other federal, state, or local agency empowered to administer and regulate West Michigan Regional Airport;

C. Notice must be given by Lessee to Lessor at least 90 days before the termination of the lease term;

D. The purchase by Lessee from the City of Holland must, in all respects, comply with the rules and regulations of the FAA, MAC, or any other federal, state, or local agency empowered to administer and regulate West Michigan Regional Airport.

20. **Time of the Essence.** It is further understood and agreed that time is of the essence of this Lease.

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

A. All damages awarded as compensation for the taking or diminution in value to the buildings or improvements on the Demised Premises constructed by the Lessee shall belong to

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

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

C. If more than fifty percent (50%) of the Demised Premises shall be so taken, the Lessee may, at its option, terminate this Lease and all obligations hereunder.

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

23. **Assignment of Lessee Interest.** Lessee shall not assign or transfer this Lease, including the buildings or improvements thereon (except in conjunction with the sale of all of the Lessee's assets located on the Demised Premises), without the written consent of the Lessor, which shall not be unreasonably withheld.

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

25. **Successors and Assigns.** The covenants, conditions, and agreements made and entered into by the parties are binding upon the successors and assigns of the Lessor and upon the successors and assigns of the Lessee.

26. **Arbitration.** All claims or disputes arising out of or relating to this Lease shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Society then applying. Notice of demand for arbitration shall be filed in writing with the other party to the agreement and with the American Arbitration Association, and shall be made within a reasonable time after the claim or dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereon.

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

- A. Such person or entity is substantially involved in a common question of fact or law;
- B. The presence of such person or entity is required if complete relief is to be accorded in the arbitration; and
- C. The interest or responsibility of such person or entity in the matter is not insubstantial.

The agreement of the parties to arbitrate claims and disputes shall be specifically enforceable under the prevailing arbitration law. Pending final decision of the arbitrator or arbitrators, the parties shall proceed diligently with the performance of their obligations under this Lease.

27. **Entire Agreement.** This Lease constitutes the entire understanding between the parties, and supersedes all prior independent agreements between the parties covering the subject matter thereof, including the Original Lease. Any change or modification hereof must be in writing, signed by both parties.

28. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Lease shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

29. **Notice.** Any notice given by one party to the other in connection with this Lease shall be in writing and shall be hand-delivered or sent by registered mail, return receipt requested, with postage prepaid, or sent by national overnight courier service, to:

Lessor:	Lessee:
West Michigan Airport Authority	3303 John F. Donnelly Drive, LLC
ATTN: Authority Manager	5511 Quail Meadow Court
60 Geurink Boulevard	West Olive, MI 49460
Holland, MI 49423	Email address: ben.fogg@promochbuilt.com
Email address: a.thelenwood@wmairportauthority.com	

Notice shall be deemed to have been given upon delivery if 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 addition to the notice provided herein, the parties shall endeavor to email any notice to the other party at the email addresses stated above, but the failure to email notice shall not eliminate the required notice pursuant to this paragraph.

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

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

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

LESSOR:


WEST MICHIGAN AIRPORT AUTHORITY

By: _____

Title: _____

LESSEE:

3303 JOHN F. DONNELLY DRIVE, LLC

By:  _____
Benjamin J. Fogg

Title:  _____

APPROVED AS TO FORM:
WEST MICHIGAN AIRPORT AUTHORITY

By:  _____

Andrew J. Mulder, Attorney

Date: 1/21, 2021

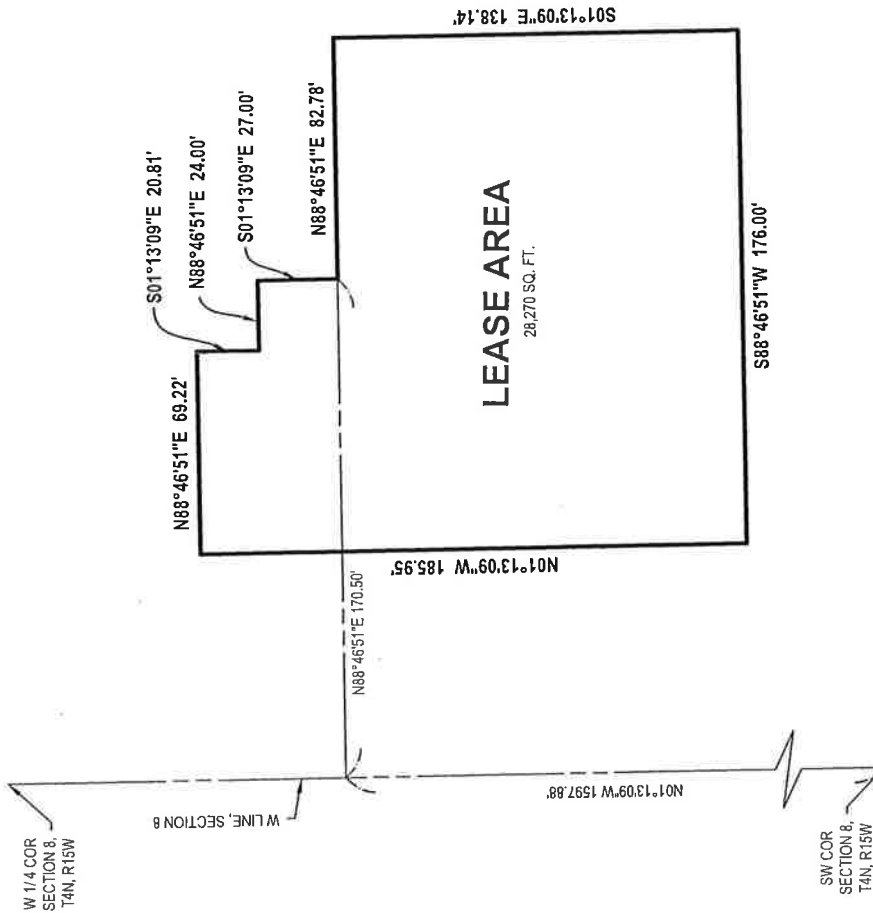
EXHIBIT A

Legal Description of Demised Premises

Please see attached.

DESCRIPTION

LEASE AREA: Part of the Southwest 1/4 of Section 8, Town 4 North, Range 15 West, City of Holland, Allegan County, Michigan, described as:
Commencing at the Southwest corner of said Section; thence N01°13'09"W 1597.88 feet along the West line of said Section; thence N88°46'51"E 170.50 feet to the Point of Beginning; thence continuing N88°46'51"E 82.78 feet; thence S01°13'09"E 138.14 feet; thence S88°46'51"W 176.00 feet; thence N01°13'09"W 185.95 feet; thence N88°46'51"E 69.22 feet; thence S01°13'09"E 20.81 feet; thence N88°46'51"E 24.00 feet; thence S01°13'09"E 27.00 feet to the Point of Beginning. Contains 28,270 Square Feet. Subject to easements, restrictions and rights-of-way of record.



By: *Scott A. Hendges*
Scott A. Hendges, Licensed Professional Surveyor No. 47953

SCALE: 1" = 50' 0' 25' 50' NORTH

CL Construction Inc.
Brian Lamar
39 Veterans Drive
Suite 340
Holland, MI 49423-7813
West Michigan Regional Airport
1581 Washington Avenue

NEDERVELD
www.nederveld.com • 800.222.1868
Holland
347 Hoover Blvd.
Holland, MI 49423

DRAWN BY: HM
REV. BY:
REV.:
DATE: 1-14-20
REV. DATE:
PRJ #: 21200062DSC
1 OF 1

INITIALS:

WMAA:

By: _____

3303 John F.
Donnelly Drive,
LLC:
By: *[Signature]*

This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

EXHIBIT B

Photographs of Buildings and Improvements Constructed after Lease Commencement

Please see attached.

FIRST ADDENDUM TO GROUND LEASE
between
WEST MICHIGAN AIRPORT AUTHORITY
and
HANGAR THREE LEASING, LLC

This First Addendum to Ground Lease ("Addendum") is entered into this _____ day of _____, 2021, between 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 ("**Lessor**"), and **HANGAR THREE LEASING, LLC**, a Michigan limited liability company ("**Lessee**"), with reference to the following:

Background

A. Lessor holds an interest in the Property described in this Lease, pursuant to the terms of a ground lease dated March 26, 2012 (the "Master Lease") between the City of Holland (the holder of fee title to the Property) and Lessor as the ground lessee. The Master Lease grants Lessor the right to enter into land leases for the operation of the West Michigan Regional Airport and to receive revenues derived from those land leases.

B. On November 14, 2018, Lessor and Lessee entered into a Ground Lease ("Lease").

C. Lessor and Lessee desire to amend the terms, conditions, and agreements in the Lease in accordance with the terms, conditions, and agreements of this Addendum.

Agreement

In consideration of their mutual covenants, the parties agree as follows:

1. **Effective Date.** This Addendum shall be effective on the Commencement Date,

as defined in the Ground Lease between the West Michigan Airport Authority and 3303 John F. Donnelly Drive, LLC ("Ground Lease"). Notwithstanding anything herein to the contrary, the parties agree that the Commencement Date will occur no later than May 1, 2021.

2. Paragraph 1 of the Lease, captioned "Premises Leased", is amended to read as follows:

"1. **Premises Leased.** The Lessor hereby leases to the Lessee the following described premises, being a part of the West Michigan Regional Airport (the "Airport"), located in the County of Allegan, State of Michigan, which is legally described and surveyed on the attached **Exhibit A** (the "Demised Premises"), consisting of 28,783 square feet. The Lessor warrants that it is the holder of the leasehold rights as ground lessee under the Master Lease and that it possesses the legal authority to lease the Demised Premises in the manner provided herein. Lessee agrees that its interest in the Demised Premises shall be subordinate at all times to the Master Lease."

3. Paragraph 2 of the Lease, captioned "Term", is amended to read as follows:

"2. **Term.** The Lessee shall have and hold the Demised Premises for a term beginning on the Commencement Date and expiring on the 31st day of October, 2048, inclusive (unless the term shall be sooner terminated as hereinafter provided, pursuant to Sections 18 and 19 of the Lease), upon the terms, covenants and conditions hereinafter contained.

The Lessee shall have the privilege of using, for the term of this Lease and any extensions thereof, in common with others and the public, the public flying field of the Airport, subject to the charges, rules and regulations governing such field issued by the Federal and State Aeronautical Agencies and by the Lessor, it being expressly understood that this privilege covers the entire period of the Lease and extensions thereof as hereinafter set forth."

4. Paragraph 4 of the Lease, captioned "Rental", shall read as follows:

"4. **Rental**. Commencing on the Commencement Date, the Lessee shall pay to the Lessor as annual rent for the Demised Premises the sum of Five Thousand Eight Hundred Twenty-Eight and 96/100s Dollars (\$5,828.96), with the first such annual rental payment to be made on October 31, 2021, and subsequent annual rental payments to be made on October 31 of each successive year of the initial period. In the event the Lessee has prepaid a portion of the rent due to the reduction of the size of the Demised Premises, the Lessee shall be credited such prepayment amount on the next annual rent payment.

It is understood and agreed that the above-stated annual rental payment is based upon a total rentable area of 28,783 square feet at the initial rate of \$.2025 per square foot.

The annual rent shall be adjusted each year as of October 31, 2021, and as of each and every October 31 thereafter in accordance with the increase in the Consumer Price Index ("CPI") applying the published CPI rate immediately prior to the October 31 adjustment date and for each subsequent October 31 adjustment date thereafter. The annual rent shall be adjusted to an amount equal to the product obtained by multiplying the annual rent in effect for the immediately preceding 12-month period by a fraction, the numerator of which is the CPI for the year to be adjusted, and the denominator of which is the CPI for the prior 12th month period. If the CPI has not increased for the annual adjustment period, the annual rent for the next year of the Lease shall remain the same as the prior year's annual rent.

For the purpose of this Lease, the CPI means the Index for "All Items," for Urban Wage Earners and Clerical Workers Commodity Groups for the Detroit area as determined by the United States Department of Labor, Bureau of Statistics. Should the United States Government revise its price index at any time, the parties will follow such suggestions as the government may

issue for making an arithmetical changeover from one index to another. Should the price index be wholly discontinued, then its successor or the most nearly comparable successor index thereto shall be used.”

5. Paragraph 10 of the Lease, captioned “Access Roads, Taxiways, and Ramp Areas”, shall read as follows:

“10. **Access Road, Taxiways, and Ramp Areas.**

A. Lessor and Lessee hereby acknowledge that a portion of the Demised Premises includes Lessee’s taxiways and ramp areas. Lessee hereby agrees that it shall be responsible for all maintenance, upkeep, and repair of its taxiways and ramp areas for all portions located inside the Demised Premises. All maintenance, upkeep, and repair shall be in accordance with any federal, state, or local requirements. In the event Lessee should fail to comply with the provisions of this paragraph, Lessor may enter on the taxiways and ramp areas to perform necessary maintenance, upkeep, and repair and assess Lessee the cost therefor.

B. During the term of the Lease and any extensions, Lessee, its employees, contractors, agents, and invitees shall have the non-exclusive right to use the access entrance drive (the “Access Drive”), which shall be provided and maintained by Lessor, and which shall be at least 24 feet wide and extend along the west side of the Demised Premises from the Geurink Boulevard access drive, for ingress and egress to the Demised Premises. The Access Drive is shown on the attached **Exhibit A**. The parties anticipate construction of a new building southwest of the Demised Premises and Lessor shall repair, restripe, and resurface the Access Drive after completion of such construction.

C. The Lessee shall have the right to continue to use the existing parking area west of the Demised Premises until the completion of the relocation of Lessee’s parking area.

The Lessee shall discontinue the use of its existing parking area for vehicular parking for Lessee, its employees, contractors, agents, and invitees, and shall re-locate its vehicular parking to provide eight (8) parking spaces on its Demised Premises.”

6. The personal guaranty of Ken Dannenberg under the Lease dated November 14, 2018 is hereby released and the guarantee of Paul Dannenberg is substituted.

With the exception of the changes, amendments, and modifications as set forth in this Addendum, the terms, conditions, and agreements of the Lease are reaffirmed and republished.

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

LESSOR:

WEST MICHIGAN AIRPORT AUTHORITY

By: _____

Title: _____

LESSEE:

HANGAR THREE LEASING, LLC

By Its Member, Griffith Holdings, LLC

By: _____

Kevin P. McDowell

Title: Manager

APPROVED AS TO FORM:
WEST MICHIGAN AIRPORT AUTHORITY

By: _____
Andrew J. Mulder, Attorney
Date: _____, 2021

Ratification of Personal Guaranty

The undersigned ratify the Personal Guaranty contained in the Lease with the West Michigan Airport Authority dated November 14, 2018 and the First Amendment to Ground Lease indicated above.

Dated: _____, 2021

Ronald Ludema

Dated: _____, 2021

Paul Dannenberg

Dated: _____, 2021

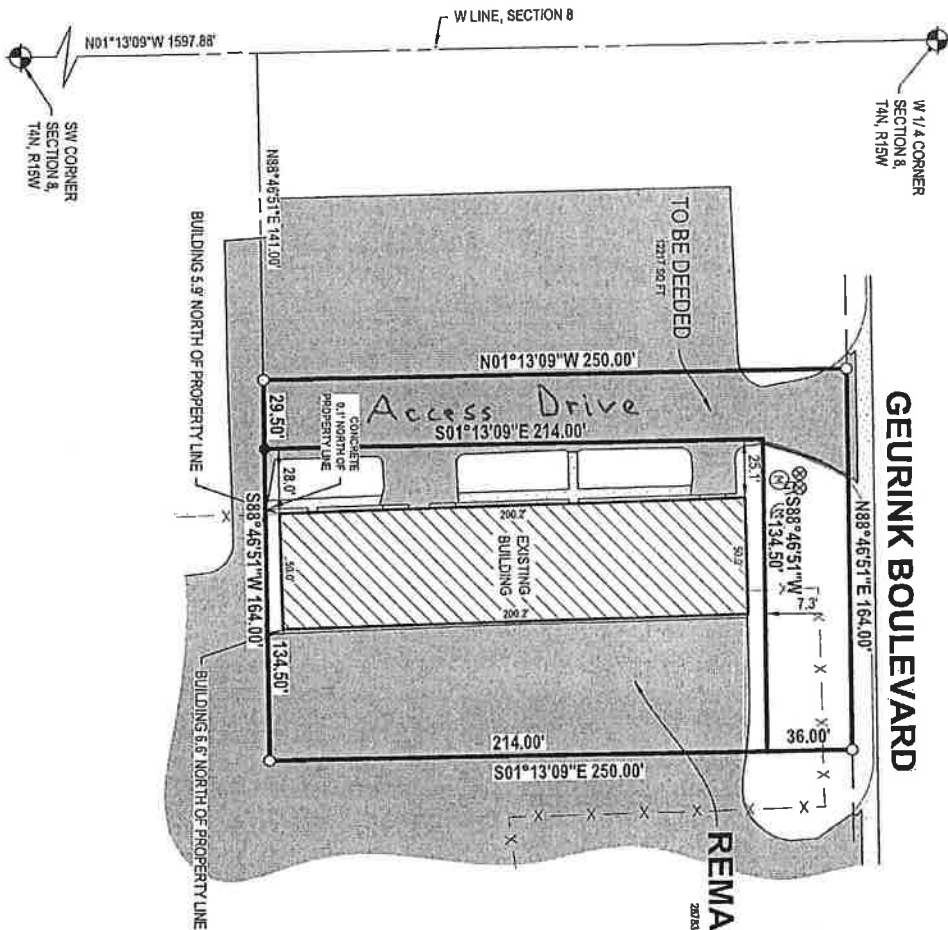
Ronald Griffith

EXHIBIT A

Legal Description of Demised Premises

Please see attached.

Exhibit A



GEURINK BOULEVARD

REMAINDER - "Devised Premises"

PARTIAL DESCRIPTION
Part of the Southwest 1/4 of Section 8, Town 4 North, Range 15 West, City of Holland, Allegan County, Michigan.

LEGEND

- Iron - Set
- Iron - Found
- X — X — Fence
- ▨ Asphalt
- ▨ Concrete
- ▨ Existing Building

TENTATIVE PARCEL MAP

SCALE: 1" = 60'



West Michigan Airport Authority Greg Robinson 60 Geurink Blvd Holland, MI 49423		West Michigan Regional Airport Geurink Boulevard	
DESIGNED BY: JAM	DATE: 9-10-20	PRJ #: 20201303TPM	
REV. BY:	REV. DATE	1 OF 1	

NEEDERVELD
www.neederfeld.com • 604.222.1888
Holland
347 Pioneer Blvd.
Holland, MI 49423
Ann Arbor, Chicago, Columbus,
Grand Rapids, Indianapolis, St. Louis

This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

Agreement

This Agreement is made on 2-1, 2021, between HANGAR THREE LEASING, LLC, a Michigan limited liability company ("HTL") and BENJAMIN FOGG ("Fogg"). The Parties agree as follows:

Background

HTL currently owns a hangar at the West Michigan Airport pursuant to a ground lease (the "Ground Lease") with the West Michigan Airport Authority ("WMAA"). Fogg (through an entity of his choice) desires to build a new hangar adjacent to HTL's hangar. The WMAA has proposed to provide and maintain an access drive (the "Access Drive") for ingress and egress to the HTL existing hangar and the Fogg proposed hangar. The Access Drive shall be located on land that is currently leased by HTL from WMAA and will require relocation of HTL's existing parking areas. HTL is willing to amend its Ground Lease to accommodate the new Fogg hangar and the Access Drive, provided that Fogg, at his expense, relocates HTL's parking areas and constructs certain drainage improvements. The parties agree as follows:

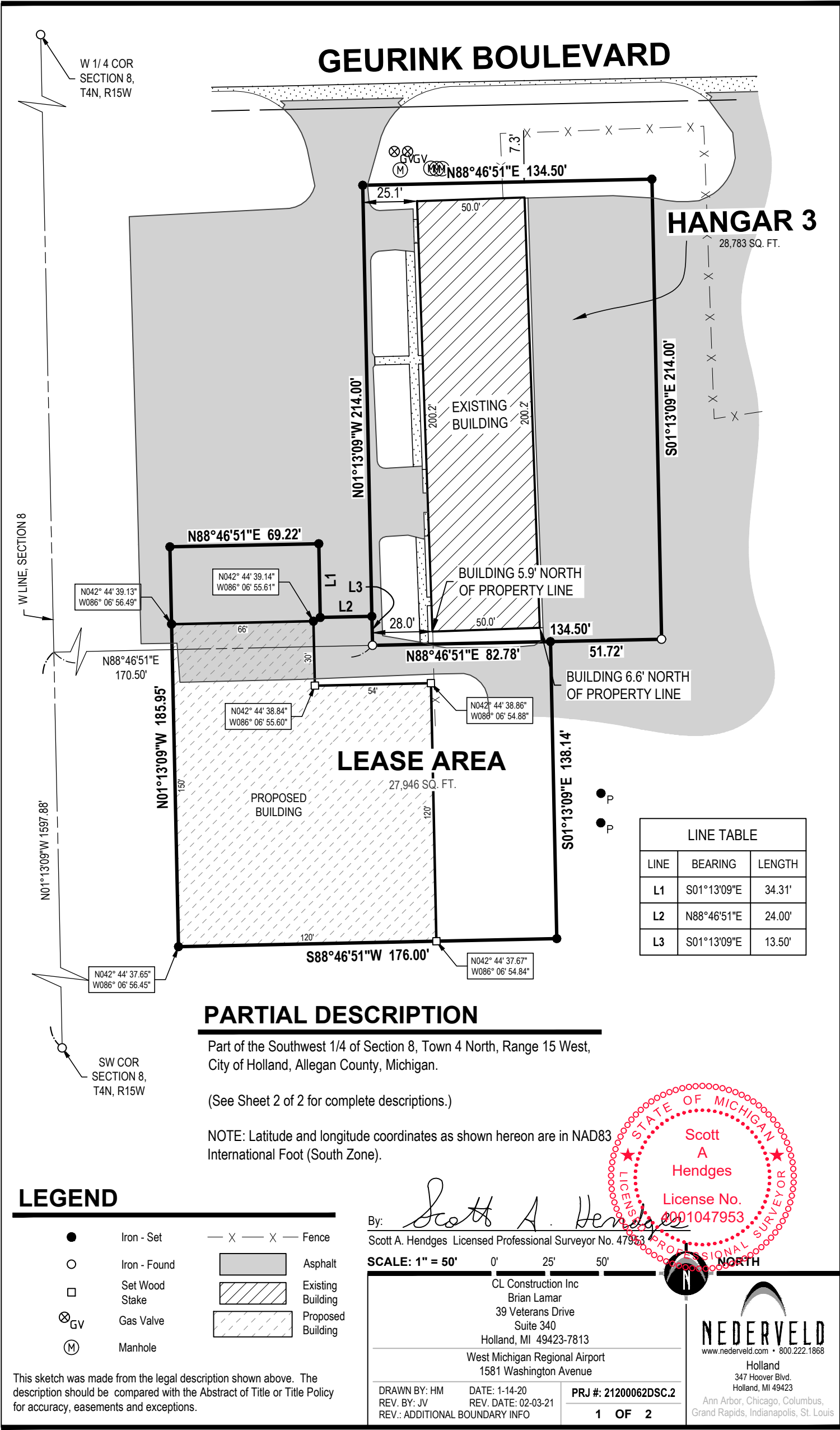
- 1. New Parking Spaces.** Fogg, shall construct seven new parking spaces according to the attached Exhibit A (the "Parking Spaces"). The Parking Spaces shall be installed by September 1, 2021. The Parking Spaces shall each be 10 feet wide, striped, and extend from the sidewalk immediately in front of the HTL hangar to the westerly line of HTL's leased land. The Parking Spaces shall be constructed according to the specifications included on Exhibit A, which are the same specifications to be used for the parking areas servicing the new Fogg hangar.
- 2. Drainage.** Fogg shall direct rainwater from his new hangar and related improvements away from the south end of the existing HTL building and to construct such storm water improvements as shown on Exhibit A.
- 3. Access by HTL.** HTL grants Fogg and his contractors access to the HTL property to construct the improvements hereunder.
- 4. Cost.** Fogg shall be responsible for all costs associated in any way with constructing the improvements hereunder, which shall be done in a good and workmanlike manner. Fogg agrees to clean up and restore any damage to the HTL site resulting from such construction.
- 5. Indemnification.** Fogg (and his contractors) will indemnify and hold HTL, and its members, agents, and tenants, free and harmless from any liability for losses, claims, injury to or death of any person, or for damage to property, arising in any way from the construction of the improvements hereunder.
- 6. Contingency.** This Agreement is contingent upon: 1) the execution of the new ground lease between WMAA and Fogg (or his entity) and the addendum to the Ground Lease between WMAA and HTL; and 2) the receipt by Fogg (or his entity) of all governmental approvals necessary to construct his new hangar.

HANGAR THREE LEASING, LLC
By Its Member, GRIFFITH HOLDINGS, LLC

By: _____
Kevin P. McDowell, Manager


Benjamin Fogg

2-1-21



DESCRIPTIONS

"HANGAR 3": Part of the Southwest 1/4 of Section 8, Town 4 North, Range 15 West, City of Holland, Allegan County, Michigan, described as: Commencing at the Southwest corner of said Section; thence N01°13'09"W 1597.88 feet along the West line of said Section; thence N88°46'51"E 170.50 feet to the Point of Beginning; thence N01°13'09"W 214.00 feet; thence N88°46'51"E 134.50 feet; thence S01°13'09"E 214.00 feet; thence S88°46'51"W 134.50 feet to the Point of Beginning. Contains 28,783 Square Feet. Subject to easements, restrictions and rights-of-way of record.

"LEASE AREA": Part of the Southwest 1/4 of Section 8, Town 4 North, Range 15 West, City of Holland, Allegan County, Michigan, described as: Commencing at the Southwest corner of said Section; thence N01°13'09"W 1597.88 feet along the West line of said Section; thence N88°46'51"E 170.50 feet to the Point of Beginning; thence continuing N88°46'51"E 82.78 feet; thence S01°13'09"E 138.14 feet; thence S88°46'51"W 176.00 feet; thence N01°13'09"W 185.95 feet; thence N88°46'51"E 69.22 feet; thence S01°13'09"E 34.31 feet; thence N88°46'51"E 24.00 feet; thence S01°13'09"E 13.50 feet to the Point of Beginning. Contains 28,270 Square Feet. Subject to easements, restrictions and rights-of-way of record.

By:

Scott A. Hendges

Scott A. Hendges Licensed Professional Surveyor No. 47953

SCALE: 1" = 50'

0' 25' 50'



NORTH

CL Construction Inc
Brian Lamar
39 Veterans Drive
Suite 340
Holland, MI 49423-7813

West Michigan Regional Airport
1581 Washington Avenue

DRAWN BY: HM DATE: 1-14-20
REV. BY: JV REV. DATE: 02-03-21
REV.: ADDITIONAL BOUNDARY INFO

PRJ #: 21200062DSC.2
2 OF 2

www.nederveld.com • 800.222.1868

Holland
347 Hoover Blvd.
Holland, MI 49423

Ann Arbor, Chicago, Columbus,
Grand Rapids, Indianapolis, St. Louis

This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

West Michigan Airport Authority

270 South River Avenue, Holland, MI 49423
P (616) 510-2332

Comprising City of Zeeland, Park Township and City of Holland



February 8th, 2021

REPORT 5

To: West Michigan Airport Authority Board.
From: Aaron Thelenwood, Airport Authority Director.
Subject: **Set Meeting Date for Strategic Retreat on March 11th, 2021**

At the January 11th meeting of the Airport Authority Board, it was determined that the Board would schedule a strategic planning session to identify the priorities of the Board over the coming year as well as set broader strategic goals. This session would focus primarily on the following:

1. Economic Development opportunities for the Airport.
2. Expanded outreach and engagement throughout the region.
3. Identification of future trends and opportunities for the Airport.
4. Define operations in a post COVID environment.

The Holland City Manager, Keith Van Beek, has agreed to facilitate this session. Given his availability, and the proximity to the next scheduled Board Meeting, this session would occur in lieu of the March Board meeting. Based on the availability of Board Members, March 11th has been identified as the best likely date to hold this session.

Recommendation

It is recommended that the Authority Board hold a public strategic planning session on March 11th, 2021 as described above.

West Michigan Airport Authority

270 South River Avenue, Holland, MI 49423
P (616) 510-2332

Comprising City of Zeeland, Park Township and City of Holland



February 8th, 2021

REPORT 6

To: West Michigan Airport Authority Board.
From: Aaron Thelenwood, Airport Authority Director.
Subject: **Amendment to Airport Authority Director Contract – Clarification of Defined Contribution Plan.**

The City of Holland Finance Department has raised a question regarding the Airport Authority's contribution to the Directors Defined Contribution plan. As the Plan was initially defined, the Board would contribute 6% of the Directors Base salary to a Defined Contribution Plan. If the Director were to contribute a minimum of 2% to a 457 retirement plan tied to the DC plan, the Authority would contribute an additional 2% as well to the DC plan, for a total 8% contribution from the Authority.

As the contract is currently written, it could be misinterpreted to read that the additional 2% from the Board is to be contributed to the 457 plan, not the DC plan – which is not allowed under Michigan law. The attached contract amendment provides language to clarify and resolve this issue, allowing the Finance Department to allocate the retirement funds as initially intended. So far, over the last two pay periods, these funds have not been dispersed.

Recommendation

It is recommended that the Authority Board hold approve the Amendment to Airport Authority Director Contract, clarifying the Defined Contribution Plan as described above.

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment ("Amendment") to Employment Agreement ("Agreement") is made and entered into this _____ day of _____, 2021~~0~~, by and between 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 called the "Authority" and **Aaron Thelenwood**, hereinafter called "Employee" _____.

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WITNESSETH:

WHEREAS, the Authority and Employee entered into an Agreement on the _____ day of _____, 2020; and desires to employ the services of Aaron Thelenwood as the Airport Director of the Authority; and

WHEREAS, it is the desire of the Authority and Employee to amend the Agreement to clarify matters relating to Employee's retirement benefits; and provide certain benefits, establish certain conditions of employment, and to set working conditions of Employee; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. _____
Section 9 of the Agreement is amended to read as follows:

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SECTION 1. DUTIES:

~~The Authority employs Aaron Thelenwood as Airport Director to perform the functions and duties specified in the job description attached as Exhibit A, and to perform such other legally permissible and proper duties and functions as the Authority shall from time to time assign. The Employee shall devote his full-time efforts to perform the duties and obligations of Airport Director. It is recognized that the Employee must devote a great deal of time outside the normal office hours on~~

~~business for the Authority and to that end Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Authority, and shall allow Employee to faithfully perform his assigned duties and responsibilities.~~

SECTION 2. TERM:

~~The term of this Agreement shall commence on January 1, 2021 and shall continue until December 31, 2023 ("Initial Term").~~

~~A. In the event 60 days written notice is not given by either party to this Agreement to the other prior to the termination date of the Initial Term as set forth above, this Agreement shall be extended on the same terms and conditions as provided herein, with the exception of compensation and benefit adjustments, for an additional period of three (3) years. This Agreement shall continue thereafter for one (1) year terms unless either party hereto gives 60 days written notice to the other party that the notifying party does not wish to extend this Agreement for an additional one (1) year term. If the Authority provides written notice to the Employee that it does not wish to extend this Agreement beyond the Initial Term or any renewal thereof, this Agreement shall be terminated, and the Authority shall have no further duty or obligations pursuant to the terms thereof, except for payment to the extent set forth in Section 3(A).~~

~~B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Authority to terminate the services of the Employee at any time, subject only to the provisions set forth in Sections 3(A) and 3(B) of this Agreement.~~

SECTION 3. TERMINATION AND SEVERANCE PAY:

~~A. In the event Employee is terminated by the Authority before the expiration of the Initial Term of the Agreement or any renewal thereafter, and during such time that Employee is~~

willing and able to perform the duties of the Airport Director, then the Authority agrees to pay Employee a lump sum cash payment equal to three (3) months' of base salary plus any accrued PTO calculated to the effective date of termination pursuant to Section 7; provided, however, that in the event Employee is terminated because of any of the following or combination thereof, no such payment shall be made:

1. — The Employee is convicted of any illegal act involving personal gain to him in his capacity as Airport Director;
2. — The voluntary termination of Employee's employment by his resignation;
3. — The Employee has been convicted of a criminal offense involving moral turpitude, which shall be construed to mean any act of baseness, vileness, or depravity, or any act contrary to justice, honesty, or good morals, or any act done with deception or through corrupt motives;
4. — The Employee has been guilty of insubordination or conduct detrimental to the interests or mission of the Authority and has had reasonable written notice of the charges of misconduct. Insubordination shall be defined as action by the Employee which, in the reasonable judgment of the Authority, is in violation or disregard of a stated policy or directive of the Authority which the Employee has notice of prior to the claimed act of insubordination. Conduct detrimental to the interests or mission of the Authority shall be defined as action by the Employee which, in the reasonable judgment of the Authority, is harmful to the public image or reputation of the Authority or detrimental to the performance of the Authority;
5. — The Employee has been absent without cause, or has failed to return after absence with cause, beyond the expiration of all available personal leave and/or paid time off.

~~6. — The Employee has failed or refused to appear in obedience to lawful process or order of the Authority to answer questions under oath before the Authority or a committee or subcommittee authorized to investigate the Authority, or before any authorized court, office, or tribunal, or before a grand jury involving matters connected with the conduct of official business of the Authority or any division, department, board, or commission thereof.~~

~~B. — In the event that the Authority gives notice to Employee of its desire to terminate this Agreement upon expiration of the Initial Term or any renewal term pursuant to Section 2, such notice of termination shall constitute a termination pursuant to paragraph 3(A) for which a severance payment shall be made.~~

~~C. — In the event Employee voluntarily resigns his position with the Authority before expiration of the Initial Term of this Agreement, then Employee shall give the Authority sixty (60) days' notice in advance.~~

~~SECTION 4. SALARY:~~

~~A. — The Authority agrees to pay Employee for the performance of services rendered pursuant to Section 1, an annual salary of Seventy-Eight Thousand Dollars (\$78,000.00) payable in installments at the same time as other employees of the Authority are paid.~~

~~B. — The Authority agrees that Employee's annual salary shall be increased by the increase in the Consumer's Price Index, All Items Index, Urban Wage Earners ("CPI") calculated on the anniversary date of Employee's Agreement. If the CPI declines during the adjustment period, the Employee's annual salary shall remain the same.~~

~~In addition to the CPI adjustment, the Authority may, at its discretion, pay an amount to Employee based upon the Authority's evaluation of Employee and his performance of the stated goals~~

and objectives of the Authority during the evaluation period ("Performance Payment"). In no event shall the Performance Payment exceed 8% of Employee's annual salary after the CPI adjustment.

C. The Authority shall review and evaluate the performance of the Employee at least once annually, and shall complete the evaluation by June of each year to determine the accomplishments by the Employee of the objectives established. Such reviews and evaluations shall be in accordance with specific criteria developed jointly by the Authority and Employee. Said criteria may be added to or deleted from as the Authority may from time to time determine, in consultation with the Employee. Further, the Authority shall provide the Employee with a summary written statement of the findings of the Authority and provide an adequate opportunity for the Employee to discuss his evaluation with the Authority.

D. Annually, during the First Year, Second Year, and Third Year of this Agreement, the Authority and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the Authority and in the attainment of the Authority's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. The Authority shall review with Employee the performance of these goals and objectives not less than quarterly during the term of this Agreement.

SECTION 5. CELL PHONE:

Employee shall be reimbursed for his smart-phone usage at the rate approved by the Authority in the amount of \$100 per month. Employee shall complete a Smart Phone Reimbursement Timesheet to obtain reimbursement.

SECTION 6. GENERAL EXPENSES:

The Authority recognizes that certain expenses of a non-personal and job-affiliated nature are

incurred by Employee, and hereby agrees to reimburse or to pay said general expenses, subject to the approval of the Authority, which shall not be unreasonably withheld.

SECTION 7. VACATION AND SICK LEAVE:

— The Authority credits the Employee with eighty (80) hours of paid time off ("PTO") at the inception of this Agreement which shall be applied against the PTO accrued during the First Year of this Agreement. The Authority agrees to grant annual PTO during the term of this agreement, as provided by this paragraph. The Employee shall receive 6.5 hours per pay period for a total of 169 hours per year (21 days). In the event Employee fails to use the designated PTO, Employee shall be permitted to carry over but not accumulate more than five (5) days of unused PTO into the next year of the Agreement.

SECTION 8. HEALTH, DENTAL, AND DISABILITY INSURANCE:

A. — Employee has elected to opt out of the Authority providing a health insurance benefit at the inception of this Agreement. Employee shall be paid by the Authority the sum of \$250 per month for an annual payment of \$3,000 relating to the health insurance opt out. In the event Employee elects a health insurance benefit, Employee shall recommend a plan to the Authority and, if the plan is approved by the Authority, the Authority shall pay 80% of the annual premium costs. The remainder of the cost shall be paid by the Employee.

B. — In the event Employee elects a dental insurance benefit, Employee shall recommend a plan to the Authority, and if the plan is approved by the Authority, the Authority shall pay 80% of the annual premium cost. The remainder of the cost shall be paid by Employee.

C. — Employee shall further be provided with short term disability insurance, which shall be self-funded by the Authority and estimated in the amount of \$11,000. In the event Employee elects a short term disability insurance benefit, Employee shall recommend a plan to the Authority and, if the plan is approved by the Authority, the Authority shall pay 80% of the annual premium costs. The

~~remainder of the costs shall be paid by Employee.~~

~~D. In the event Employee elects a long term disability insurance benefit, Employee shall recommend a plan to the Authority and, if the plan is approved by the Authority, the Authority shall pay 80% of the annual premium costs. The remainder of the cost shall be paid by the Employee.~~

"SECTION 9. RETIREMENT PLAN:

The Authority agrees to annually pay and contribute six percent (6%) of the Employee's base salary as defined in Section 4 ("Employee's Salary") to a defined contribution plan with the Michigan Employment Retirement System ("MERS") which benefits the Employee. The Employee's account balance in such plan will vest according to the terms of the defined contribution plan. The beginning date for such plan will commence as defined in the plan documents.

The Employee may establish a 457 Plan with the MERS which benefits the Employee. If Employee contributes to the 457 Plan, the Authority will match the Employee's contribution up to the maximum amount of 2% of Employee's Salary. The Authority's match shall be contributed to Employee's defined contribution plan referenced in paragraph 1 above.

The Authority and Employee acknowledge that Employee has an existing defined contribution balance with MERS while Employee was employed by the City of Holland. In the event the existing balance of this account does not transfer to the Employee's defined contribution plan with the Authority, Employee and the Authority shall renegotiate the terms of this paragraph."

2. With the exception of the change, amendment, and modification of this Amendment, the Agreement is reaffirmed and republished.

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~~SECTION 10. INDEMNIFICATION:~~

~~The Authority hereby agrees to save, defend, hold harmless, and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Airport Director's duties, as long as the Employee is acting within the scope of his employment. This covenant of indemnification shall also include attorney fees and costs incurred in defense of such claim, action, or liability. To the extent permitted and covered by the Authority's liability insurance coverage policy or the terms of other applicable liability coverage, this covenant shall extend past the active employment of the Employee for all matters relating to the duties of the Airport Director within the scope of and during the term of his active employment. The Authority may compromise and settle any such claim or suit, and pay the amount of any such settlement or judgment rendered thereon. Whenever the Authority provides any defense required of it under this Section, the Authority may assume exclusive control over the representation of the Employee, and the Employee shall cooperate fully with the defense. In the event the Authority's liability insurance will not extend coverage to Employee after his active employment, Employee and the Authority will negotiate other available financial security methods to protect Employee.~~

~~SECTION 11. GENERAL PROVISIONS:~~

~~A. General Terms and Conditions of Employment:~~

- ~~1. The Authority shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the Employee, as Airport Director, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, or any other law applicable to the Authority.~~
- ~~2. In the event of a breach of this Agreement by the Authority and/or the~~

~~Employee, and the commencement of litigation, arbitration, or other dispute resolution, the prevailing party in such litigation, arbitration, or dispute resolution shall be entitled to collect reasonable attorney fees and costs incurred in connection with the prosecution and/or defense of its case.~~

~~3. This Agreement shall constitute the entire agreement between the parties hereto.~~

~~4. This Agreement shall be binding upon and inure for the benefit of the heirs-at-law and personal representatives of Employee.~~

~~5. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or any portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.~~

~~6. This Agreement has been jointly drafted by the Authority and the Employee, and the parties have had the opportunity to consult with legal counsel for the review of the terms and conditions of the Agreement. No interpretation or construction of this Agreement shall be made based upon the drafting of the document and the parties acknowledge joint draftsmanship and review.~~

SECTION 12. NOTICES:

~~Notices pursuant to this Agreement shall be given by personal service or by deposit in the custody of the United States Postal Service by certified mail, return receipt requested and postage prepaid, addressed as follows:~~

~~West Michigan Airport Authority
Attention: Chairperson
60 Geurink Boulevard
Holland, Michigan 49423~~

~~Aaron Thelenwood~~

5824 Walnut Ridge Drive, SW
Wyoming, Michigan 49418

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 13. AMENDMENTS:

This Agreement may be amended at any time during its term upon written agreement between the Authority and Employee.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Authority has caused this Amendment Agreement to be signed and executed on its behalf by its Chairman, and the Employee has signed and executed this Amendment Agreement the day and year first above written.

WEST MICHIGAN AIRPORT AUTHORITY

Dated: _____, 2021

By: _____

Its: Chairman

APPROVED AS TO FORM:
West Michigan Airport Authority

By: _____
Andrew J. Mulder, Attorney

Date: _____

EMPLOYEE:

| Dated: _____, 20210_____

Aaron Thelenwood

West Michigan Airport Authority

270 South River Avenue, Holland, MI 49423
P (616) 510-2332

Comprising City of Zeeland, Park Township and City of Holland



February 8th, 2021

REPORT 7

To: West Michigan Airport Authority Board.
From: Aaron Thelenwood, Airport Authority Director.
Subject: **Review of Airport Zone District as part of the City of Holland's Unified Development Ordinance Re-write (Action Requested)**

Airport Authority Staff have been working closely with the City's Senior Planner and our consultant Mead & Hunt to create an Airport Zone District. This effort grew out of the City's ongoing work to re-write it's development code through the Unified Development Ordinance (UDO) process; which will create an overall more user friendly and accessible code and will support expanded development in the Community.

By creating a defined Airport Zone District, the airport was looking to accomplish the following:

1. Rezone Airport owned property from Agricultural to "Airport" which removes conditional use restriction for Airport development.
2. Establish a set of development parameters designed to attract airport development and allow flexibility for the Authority based on future development needs.
3. Clearly tie development restrictions to FAA/MDOT policies and the Airport Layout Plan; whereas before restrictions were somewhat undefined and arbitrary.
4. Provide clearer guidance to the City regarding when non-airport development projects need Airport Approval.

The Airport Zone defines what types of projects can be developed on and around Airport Property and uses common sense factors in determining where restrictions occur. This re-designation will be a critical asset and tool as the Airport looks to the future in identifying its growth potential and priorities.

Recommendation

It is recommended that the Authority Board approve the Airport Zone District proposal as presented.

Section 2.17 A Airport Zone District

- A. Intent.** To allow for the operation and development of the West Michigan Regional Airport (WMRA) in compliance with the regulations of the Michigan Aeronautics Code (MAC), the Federal Aviation Administration (FAA), and the City of Holland.
- B.** Proposed developments shall be reviewed by the WMRA Building and Development Committee and reviewed and approved by the West Michigan Airport Authority Board (WMAA).
- C. Dimensional Standards Table.**

Setbacks	
Front Yard	25 feet from all corridors surrounding the Airport Shall meet the requirements of the Michigan Aeronautics Code (MAC) and the regulations of the Federal Aviation Administration (FAA).
Side Yard	Shall meet the requirements of the Michigan Aeronautics Code (MAC) and the regulations of the Federal Aviation Administration (FAA).
Rear Yard	Shall meet the requirements of the Michigan Aeronautics Code (MAC) and the regulations of the Federal Aviation Administration (FAA).
Secondary Street Frontage	25 feet25 feet from all corridors surrounding the Airport Shall meet the requirements of the Michigan Aeronautics Code (MAC) and the regulations of the Federal Aviation Administration (FAA).

Building Height	Minimum	Maximum
	-	Shall meet the requirements of the Michigan Aeronautics Code (MAC) and the regulations of the Federal Aviation Administration (FAA).

- B. Permitted Uses.** All land uses meeting the requirements of the Michigan Aeronautics Code (MAC) and the regulations of the Federal Aviation Administration (FAA) shall be considered permitted within the A District.
- C. Parking Standards.** There shall be no minimum parking requirement for any use in the A Zone District. However, all parking provided on the site shall meet the dimensional standards of Article 9. The City may require the construction of additional parking if it finds that the existing parking is insufficient for a given use.

Section 2.20 Airport Overlay

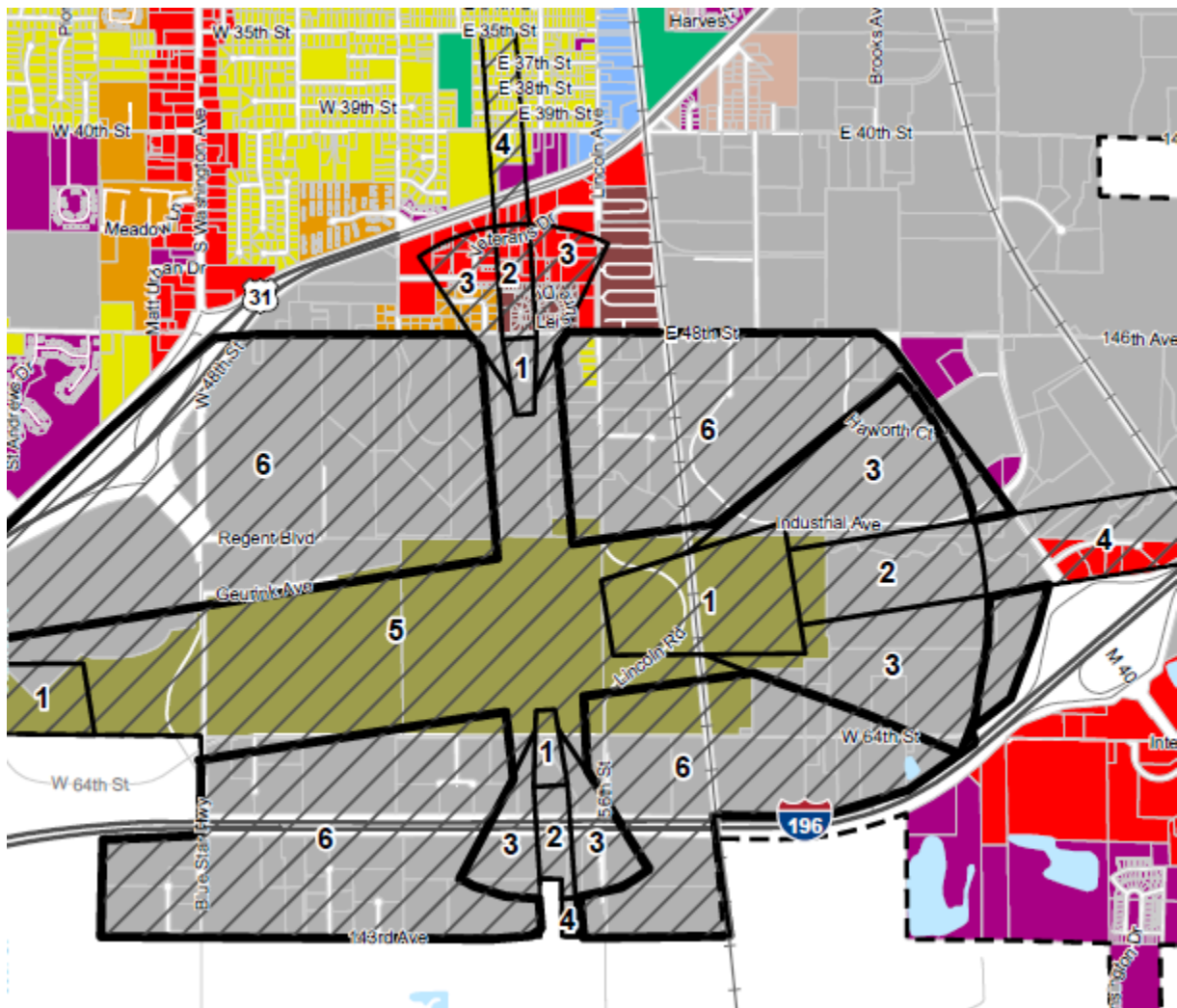
A. Intent. The Airport Overlay shall be established in addition to the A Zone District (Section 2.17), and shall apply to the area shown on the map in Section 2.20.C. The intent of the Overlay is to promote the public health, safety, convenience, and general welfare of the residents and businesses surrounding West Michigan Regional Airport.

1. Promote the public health, safety, and general welfare of the residents and businesses surrounding the West Michigan Regional Airport.
2. Protect the approaches to the Airport and surrounding airspace from encroachment and limit the exposure of impacts to persons, property, or facilities in proximity to the Airport.
3. Protect vulnerable land uses from negative impacts caused by the Airport.
4. Protect State, Federal, and Local investments in aviation infrastructure.
5. Regulate and restrict building sites, placement of structures, and land uses by separating conflicting land uses and prohibiting certain land uses that would be detrimental to Airport operations and navigable airspace

B. Basis for Regulation. As part of the Airport Approach Plan process, accident safety zones, land use guidelines, and planning strategies for new development were developed. Permitted and prohibited land uses are specified in Section 2.20.D and illustrate the application of those provisions. Areas 1 to 5 are taken specifically from the Approach Plan updated by the Michigan Aeronautics Commission and the Michigan Department of Transportation Office of Aeronautics. Area 6 has been included as an additional surface area per the Federal Aviation Regulations (FAR) Part 77 - Horizontal Surfaces.

C. Airport Overlay Areas. The Airport Overlay Areas are shown on the map in Section 2.20.D and are aligned with the Area Uses and Features Table in Section 2.20.E.

D. Airport Overlay Map



E. Uses and Features Table. Prohibited uses in this Table and the standards of the underlying Zone Districts shall both govern.

P = Permitted

X = Prohibited

	Area 1	Area 2	Area 3	Area 4	Area 5	Area 6
Uses						
Aviation Uses	P	P	P	P	P	P
Child Care Center	X	X	P	X	X	P
Gas Station	X	X	P	P	P	P
Hospital	X	X	X	X	X	X
K-12 School	X	X	P	X	P	P
Low Intensity Manufacturing	X	X	P	X	P	P
High Intensity Manufacturing	X	X	P	X	P	P
Nursing Home	X	X	X	X	X	X
Outdoor Storage and Processes	X	X	P	P	P	P
Power Plant (non-wind or solar)	X	X	P	P	P	P
Residential Dwelling Units (3)	X	X	P	P	P	P
Religious Institution	X	X	P	X	P	P
Solar Energy Facilities	P	P	P	P	P	P
Transportation and Logistics	X	X	P	P	P	P
Warehousing	X	X	P	P	P	P
Wholesale	X	X	P	P	P	P
Wind Energy Facilities	X	A	P	P	P	P
Wireless Communications	X	P	P	P	P	P
Any other use permitted in the underlying Zone District	X	X	P	P	P	P

Site Features						
Maximum Structure Height	0 ft	40 ft	40 ft	40 ft	(1)	(2)
Wetlands (man-made)	X	P	P	P	P	P
Detention Ponds	X	P	P	P	P	P
Retention Ponds	X	X	X	X	X	X
Processes that Produce Smoke or Dust	X	X	P	P	P	P
Vegetation anticipated to exceed 50 feet in height during its lifespan	X	X	X	X	X	P
Fruit-bearing vegetation	X	X	X	X	X	P

Footnotes to Table 2.20.E:

1. **Area 5.** No structures above grade shall be built in Area 5 within 500 feet of an existing or planned (on the official Airport runway plan) runway centerline. Beyond 500 feet, the maximum height of a structure shall increase by 1 foot for every 7 feet further from the runway that the structure is located. For example, a structure 640 feet away from the runway shall be permitted to be up to 20 feet in height. Any structure located within Area 5 that is more than 745 feet from the runway centerline shall be exempt from this Section and shall be subject to the height requirements of the underlying Zone District.
2. **Area 6.** The maximum building height of the underlying Zone District shall apply.
3. Installing a **manufactured housing unit** on an empty homesite within an existing manufactured housing community shall not require an approval under this Overlay.

F. Applicability. Any property that an Airport Overlay Area boundary includes or intersects shall conform to the Overlay standards when Site Plan Review is requested.

1. Properties not in compliance with the Airport Overlay shall be considered nonconforming and shall be subject to the provisions of Article 13.
2. The requirements of the Airport Overlay shall supercede all other requirements of UDO, unless otherwise stated in this Section.
3. Any application to change the underlying Zone District for a property within the Airport Overlay shall be reviewed by the West Michigan Airport Authority, who shall issue a recommendation to the Planning Commission.

G. Airport Overlay Standards.

1. Parking shall be required in the Airport Overlay per the underlying Zone District.
4. All exterior light fixtures shall be downward facing at a **90 degree angle**, with a concealed and shielded light source. No freestanding light pole shall exceed **33 feet in height**, measured from grade to the top of the fixture.

5. No electronic message signs shall be permitted, except in Area 6, where they shall be restricted to **40 square feet**.
6. All new structures proposed within the Airport Overlay shall obtain a "Determination of No Hazard" from the Michigan Department of Transportation and the Federal Aviation Administration, or submit information to the City confirming they are exempt.

H. WMAA Review. When Site Plan Approval is requested for a development within the Airport Overlay, the West Michigan Airport Authority, or its designated staff person, shall review the Site Plan and provide comments to the Approving Authority regarding the impact of the proposal on aviation safety. The WMAA shall review the development to determine if it will:

7. Create a significant concentration of people.
8. Create visual obstructions to navigable air space or surfaces due to smoke, steam, dust, lighting, or another obstruction that would adversely affect aircraft operational areas and airspace with consideration of the proximity of the development to the ends of runways, runway surfaces, and extended runway centerlines.
9. Be subject to negative impacts from aircraft noise. Building construction methods to reduce Airport-related noise may be required.
10. Potentially attract wildlife that may be hazardous to aviation safety. Methods for designing water bodies to drain dry within 48 hours, putting water detention underground, landscaping, and other mitigation techniques to discourage entry and exit of the waterbody by wildlife may be required.
11. Include storage of flammable or hazardous materials as defined by the Michigan Building Code.
12. In some other means interfere with the operations of the Airport.

G. Disclaimer. The Airport Overlay does not imply that land uses within the vicinity of West Michigan Regional Airport will be free from aircraft noise impacts, aircraft operations, and aircraft overflights. Nor does UDO create liability on behalf of the City of Holland, or any officer or employee thereof, for incidents that may result from reliance on UDO.

WMAA MONTHLY FBO REPORT

West Michigan Regional Airport FBO Report January 2021

**Total Fuel Gallons
Delivered**

	Current Month Jan-21	One Year Ago Jan 2020	Fiscal Year To Date 01/01/21-01/31/21	F/Y to Date Compared 01/01/20-01/31/20
Avgas Sales	2,712			
Jet Fuel Sales	31,017			
Total Gallons Delivered	33,729	50,842	33,729	(17113) (-34%)

Transplant Flights

0

Wings Of Mercy Flights

0

Freight Flights From/To Holland

1

Freight Weight

45 lbs

Number of Parts if Known

10 boxes

WMAA Fund Balance as of 6/30/2020					\$ 1,003,851.26
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	<u>Operating</u>	<u>Capital (999)</u>	<u>EEC Project (546)</u>	<u>Capital Funds (999)</u>	
Year to date Revenues	454,126.90	-	-	-	\$ 454,126.90
Year to date Expenses	217,046.55	182,593.00	-	-	<u>\$ 399,639.55</u>

Estimated Fund Balance as of 02/04/2021					<u>\$ 1,058,338.61</u>
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	<u>Budget</u>	<u>YTD</u>		
Remaining Operating Revenues	608,800.00	454,126.90		\$ 154,673.10

	<u>Budget</u>	<u>YTD</u>	<u>Encumbrances</u>	
Remaining Operating Expenses (excluding contingences)	437,200.00	217,046.55	22,107.50	<u>\$ 198,045.95</u>

Contingency Account (Reserves for Capital Projects):				
Contingency - General		10,000.00		
T Hangar Repairs		5,000.00		
Reserves for ABC Mnct/Repairs		25,000.00		
Reserves for Capital Projects		<u>138,600.00</u>		<u>\$ 178,600.00</u>

Ending Fund Balance as of 02/04/2021					<u>\$ 836,365.76</u>
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Other Expected Expenses:	<u>Estimated amount</u>	<u>Spent</u>	
FY21 Runway Rehabilitation Contruction and Lighting	206,363.00	(182,593.00)	
FY21 N. Hangar Park Taxiway Design/Construction	400,000.00		
FY21 Taxiway Crack Sealing	<u>20,000.00</u>		<u>\$ 443,770.00</u>

Ending Fund balance after expected capital expenses				<u>\$ 392,595.76</u>
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Fund Equity Changes Report

Through 02/04/21
Detail Listing
Exclude Rollup Account

Account	Account Description	Beginning Balance	YTD Credits	YTD Debits	Current Balance	Prior Year Fund Equity Adjustment	YTD Revenues	YTD Expenses	Estimate Fund Balance
Fund Category	GOVERNMENTAL								
Fund Type	GENERAL FUND								
Fund	Z01 - WMAA (Airport) General Fund								
341390.A	Fund Balance - Assigned (By Action) Apron, Building & Sitework	.00	.00	.00	.00				
341390.ABC	Fund Balance - Assigned (By Action) Business Center Maintenance	50,000.00	25,000.00	.00	75,000.00				
341390.E	Fund Balance - Assigned (By Action) For Emergencies	.00	.00	.00	.00				
341390.R	Fund Balance - Assigned (By Action) For Capital Acquisitions	.00	.00	.00	.00				
342390	Fund Balance-Unassigned	953,851.26	.00	25,000.00	928,851.26				
345390.C	Fund Balance Committed (By Resolution) For Capital Projects	.00	.00	.00	.00				
345390.E	Fund Balance Committed (By Resolution) For Emergencies	.00	.00	.00	.00				
Fund	Z01 - WMAA (Airport) General Fund Totals	\$1,003,851.26	\$25,000.00	\$25,000.00	\$1,003,851.26	\$0.00	\$454,126.90	\$399,639.55	\$1,058,338.61
Fund Type	GENERAL FUND Totals	\$1,003,851.26	\$25,000.00	\$25,000.00	\$1,003,851.26	\$0.00	\$454,126.90	\$399,639.55	\$1,058,338.61
Fund Category	GOVERNMENTAL Totals	\$1,003,851.26	\$25,000.00	\$25,000.00	\$1,003,851.26	\$0.00	\$454,126.90	\$399,639.55	\$1,058,338.61
	Grand Totals	\$1,003,851.26	\$25,000.00	\$25,000.00	\$1,003,851.26	\$0.00	\$454,126.90	\$399,639.55	\$1,058,338.61



Budget Performance Report

Fiscal Year to Date 02/04/21

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund Z01 - WMAA (Airport) General Fund										
REVENUE										
Department 999 - Airport Capital Projects										
420502.24	Federal Grant FAA Capital	4,275,131.00	.00	4,275,131.00	.00	.00	.00	4,275,131.00	0	214,392.30
430502.24	State Grant MDOT State Capital	206,363.00	.00	206,363.00	.00	.00	.00	206,363.00	0	11,910.68
Department 999 - Airport Capital Projects Totals		\$4,481,494.00	\$0.00	\$4,481,494.00	\$0.00	\$0.00	\$0.00	\$4,481,494.00	0%	\$226,302.98
REVENUE TOTALS		\$4,481,494.00	\$0.00	\$4,481,494.00	\$0.00	\$0.00	\$0.00	\$4,481,494.00	0%	\$226,302.98
EXPENSE										
Department 999 - Airport Capital Projects										
Division 045 - Runway										
730974.0	Land Improvements General	5,107,857.00	.00	5,107,857.00	.00	.00	182,593.00	4,925,264.00	4	12,050.00
Division 045 - Runway Totals		\$5,107,857.00	\$0.00	\$5,107,857.00	\$0.00	\$0.00	\$182,593.00	\$4,925,264.00	4%	\$12,050.00
Division 050 - Business Center										
730975.0	Buildings & Structures General	.00	.00	.00	.00	.00	.00	.00	+++	42,515.00
Division 050 - Business Center Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$42,515.00
Department 999 - Airport Capital Projects Totals		\$5,107,857.00	\$0.00	\$5,107,857.00	\$0.00	\$0.00	\$182,593.00	\$4,925,264.00	4%	\$54,565.00
EXPENSE TOTALS		\$5,107,857.00	\$0.00	\$5,107,857.00	\$0.00	\$0.00	\$182,593.00	\$4,925,264.00	4%	\$54,565.00
Fund Z01 - WMAA (Airport) General Fund Totals										
REVENUE TOTALS		4,481,494.00	.00	4,481,494.00	.00	.00	.00	4,481,494.00	0%	226,302.98
EXPENSE TOTALS		5,107,857.00	.00	5,107,857.00	.00	.00	182,593.00	4,925,264.00	4%	54,565.00
Fund Z01 - WMAA (Airport) General Fund Totals		(\$626,363.00)	\$0.00	(\$626,363.00)	\$0.00	\$0.00	(\$182,593.00)	(\$443,770.00)		\$171,737.98
Grand Totals										
REVENUE TOTALS		4,481,494.00	.00	4,481,494.00	.00	.00	.00	4,481,494.00	0%	226,302.98
EXPENSE TOTALS		5,107,857.00	.00	5,107,857.00	.00	.00	182,593.00	4,925,264.00	4%	54,565.00
Grand Totals		(\$626,363.00)	\$0.00	(\$626,363.00)	\$0.00	\$0.00	(\$182,593.00)	(\$443,770.00)		\$171,737.98



Budget Performance Report

Fiscal Year to Date 02/04/21

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund Z01 - WMAA (Airport) General Fund										
REVENUE										
Department 000 - General Revenues										
440573	State-Reim Local PPT Tax Loss	10,000.00	.00	10,000.00	.00	.00	13,467.25	(3,467.25)	135	21,447.01
450582.C	Contributions from Other Govts From City of Holland	107,000.00	.00	107,000.00	.00	.00	109,361.80	(2,361.80)	102	107,136.71
450582.P	Contributions from Other Govts From Park Township	108,000.00	.00	108,000.00	.00	.00	63,522.46	44,477.54	59	110,057.44
450582.Z	Contributions from Other Govts From City of Zeeland	60,000.00	.00	60,000.00	.00	.00	60,495.69	(495.69)	101	72,955.31
460654.1	Franchise Fees FBO Franchise Fees	23,400.00	.00	23,400.00	.00	.00	11,735.16	11,664.84	50	23,350.20
460654.5	Franchise Fees Fuel Flowage Fee	80,000.00	.00	80,000.00	.00	.00	33,988.35	46,011.65	42	72,666.17
460654.7	Franchise Fees Landing Fees	28,000.00	.00	28,000.00	.00	.00	14,577.16	13,422.84	52	21,552.43
480665.0	Investment Income General	15,000.00	.00	15,000.00	.00	.00	5,111.78	9,888.22	34	17,252.53
480669.A	Rental Airport Business Center	8,300.00	.00	8,300.00	.00	.00	4,122.24	4,177.76	50	8,202.36
480669.24	Rental Hangar Land Lease	98,600.00	.00	98,600.00	.00	.00	82,851.49	15,748.51	84	98,531.43
480669.25	Rental Agricultural Land Lease	12,500.00	.00	12,500.00	.00	.00	12,608.52	(108.52)	101	12,523.65
480669.26	Rental T-Hangars	58,000.00	.00	58,000.00	9,600.00	.00	38,560.00	19,440.00	66	58,280.00
490685.1	Recoveries Insurance	.00	.00	.00	.00	.00	3,725.00	(3,725.00)	+++	.00
490692.0	Miscellaneous General	.00	.00	.00	.00	.00	.00	.00	+++	1,999.33
Department 000 - General Revenues Totals		\$608,800.00	\$0.00	\$608,800.00	\$9,600.00	\$0.00	\$454,126.90	\$154,673.10	75%	\$625,954.57
REVENUE TOTALS		\$608,800.00	\$0.00	\$608,800.00	\$9,600.00	\$0.00	\$454,126.90	\$154,673.10	75%	\$625,954.57
EXPENSE										
Department 540 - Airport Operations										
710701.0	Payroll-Regular General	23,000.00	.00	23,000.00	.00	.00	13,452.54	9,547.46	58	19,086.82
710707.0	Payroll-Temporary Help General	33,800.00	.00	33,800.00	.00	.00	18,576.92	15,223.08	55	31,129.07
710709.0	Payroll-Overtime General	.00	.00	.00	.00	.00	.00	.00	+++	16.06
711702.0	Payroll-Vacation/PTO General	2,800.00	.00	2,800.00	.00	.00	1,514.50	1,285.50	54	1,269.43
711703	Payroll-Holidays	1,000.00	.00	1,000.00	.00	.00	575.21	424.79	58	627.78
711716.1	Insurance Health	7,800.00	.00	7,800.00	.00	.00	4,071.63	3,728.37	52	7,711.32
711716.2	Insurance Dental	200.00	.00	200.00	.00	.00	38.02	161.98	19	68.03
711716.4	Insurance Health Care Savings Plan	.00	.00	.00	.00	.00	195.01	(195.01)	+++	.00
711717	Insurance-Life & AD&D	50.00	.00	50.00	.00	.00	18.92	31.08	38	33.86
711718.1	Retirement Contribution MERS	1,500.00	.00	1,500.00	.00	.00	978.53	521.47	65	1,454.01
711720	Insurance-Income Protection	200.00	.00	200.00	.00	.00	79.58	120.42	40	140.99
712715	Employer FICA/Medicare Contribution	4,200.00	.00	4,200.00	.00	.00	2,418.72	1,781.28	58	3,799.86
712723	Unemployment Comp Insurance	20.00	.00	20.00	.00	.00	9.09	10.91	45	14.35
712724	Workers Comp Insurance	30.00	.00	30.00	.00	.00	7.80	22.20	26	19.28
721730.0	Postage General	100.00	.00	100.00	.00	.00	.00	100.00	0	23.26
721740.0	Operating Supplies General	1,500.00	.00	1,500.00	.00	.00	624.06	875.94	42	4,679.98
721740.CAP	Operating Supplies Controlled Items-Capital Type	2,500.00	.00	2,500.00	.00	.00	449.00	2,051.00	18	4,757.22
721905.0	Photocopies/In-House Printing General	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
721931.0	Bldg & Grnds Maint General	13,000.00	.00	13,000.00	.00	.00	633.00	12,367.00	5	8,461.20
721933.0	Equipment Maintenance General	20,000.00	.00	20,000.00	.00	.00	4,800.00	15,200.00	24	19,312.56



Budget Performance Report

Fiscal Year to Date 02/04/21

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund Z01 - WMAA (Airport) General Fund										
EXPENSE										
Department 540 - Airport Operations										
722801.9010	Contr-Printing/Promo Advertising/Promotional	40,000.00	7,000.00	47,000.00	.00	22,107.50	12,066.91	12,825.59	73	19,204.99
722803.7	Contr-Human Resources County Correctional Crew	.00	.00	.00	.00	.00	.00	.00	+++	389.00
722804.0	Contractual-Legal General	10,000.00	.00	10,000.00	.00	.00	15,248.18	(5,248.18)	152	12,310.69
722805.1	Contractual-Finance Independent Audit	7,800.00	.00	7,800.00	.00	.00	7,700.00	100.00	99	7,600.00
722807.5	Contractual-Architect/Engineer Engineering	15,000.00	.00	15,000.00	.00	.00	3,589.00	11,411.00	24	21,072.99
722808.1	Contr-Bldgs&Grnds Janitorial	.00	.00	.00	.00	.00	598.00	(598.00)	+++	.00
722808.8	Contr-Bldgs&Grnds Tree Clearing	.00	.00	.00	.00	.00	.00	.00	+++	204.73
722808.MOW	Contr-Bldgs&Grnds Mowing	30,000.00	.00	30,000.00	.00	.00	36,486.20	(6,486.20)	122	26,926.89
722808.MTCE	Contr-Bldgs&Grnds Maintenance-General Repairs	25,000.00	.00	25,000.00	.00	.00	8,911.32	16,088.68	36	19,682.71
722808.SNOW	Contr-Bldgs&Grnds Snowplowing	60,000.00	.00	60,000.00	.00	.00	3,930.01	56,069.99	7	30,412.64
722809.16	Contractual-Misc Consulting	.00	.00	.00	.00	.00	.00	.00	+++	1,441.50
722809.61	Contractual-Misc Management Services	28,000.00	.00	28,000.00	.00	.00	14,554.19	13,445.81	52	25,922.75
722809.62	Contractual-Misc Airport Manager-Tulip City Air	2,000.00	.00	2,000.00	.00	.00	1,147.25	852.75	57	1,490.25
723850.0	Communications Telephone	.00	.00	.00	.00	.00	257.72	(257.72)	+++	427.14
723850.CELL	Communications Cellular	.00	.00	.00	.00	.00	300.00	(300.00)	+++	600.00
723860.0	Travel, Conf, Seminars General	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	1,246.00
723910.0	Commercial Insurance Premiums General	27,000.00	.00	27,000.00	.00	.00	18,966.00	8,034.00	70	30,993.00
723920.BPW	Public Utilities BPW	.00	.00	.00	.00	.00	.00	.00	+++	160.00
723920.GATE	Public Utilities Fence Gates	700.00	.00	700.00	.00	.00	335.49	364.51	48	571.84
723920.LAND	Public Utilities Landing Lights & System	4,600.00	.00	4,600.00	.00	.00	2,474.96	2,125.04	54	4,036.83
723920.PLOT	Public Utilities Parking Lot Lights	1,800.00	.00	1,800.00	.00	.00	544.93	1,255.07	30	1,670.47
723920.RUNW	Public Utilities Runway Lights	6,700.00	.00	6,700.00	.00	.00	4,049.61	2,650.39	60	6,336.55
723920.THAN	Public Utilities T-Hangars	5,000.00	.00	5,000.00	.00	.00	2,402.31	2,597.69	48	5,391.97
723942.0	Building Rental/Lease General	1,000.00	.00	1,000.00	.00	.00	2,500.00	(1,500.00)	250	5,500.00
723955.0	Misc. General	2,000.00	.00	2,000.00	.00	.00	1,704.94	295.06	85	2,756.18
723961.0	Dues & Subscriptions General	600.00	.00	600.00	.00	.00	384.51	215.49	64	566.70
723963.2	Write-Offs Uncoll Property Taxes	.00	.00	.00	.00	.00	.00	.00	+++	(35.19)
723964.2	Refunds Property Tax Prior Years	.00	.00	.00	.00	.00	21.40	(21.40)	+++	5.01
730974.0	Land Improvements General	.00	.00	.00	.00	.00	.00	.00	+++	241,668.14
770956.0	Contingency General	153,600.00	.00	153,600.00	.00	.00	.00	153,600.00	0	.00
Department 540 - Airport Operations Totals		\$534,600.00	\$7,000.00	\$541,600.00	\$0.00	\$22,107.50	\$186,615.46	\$332,877.04	39%	\$571,158.86
Department 541 - Business Center										
721931.GRND	Bldg & Grnds Maint Grounds Maintenance	5,000.00	.00	5,000.00	.00	.00	5,697.42	(697.42)	114	1,941.48
721933.0	Equipment Maintenance General	5,000.00	.00	5,000.00	.00	.00	2,261.99	2,738.01	45	3,716.69
722808.1	Contr-Bldgs&Grnds Janitorial	7,500.00	.00	7,500.00	.00	.00	6,594.70	905.30	88	7,917.13
723850.0	Communications Telephone	2,600.00	.00	2,600.00	.00	.00	1,440.00	1,160.00	55	2,672.00
723850.WIFI	Communications WIFI Internet Connection	4,100.00	.00	4,100.00	.00	.00	1,875.00	2,225.00	46	3,437.50
723920.BPW	Public Utilities BPW	20,000.00	.00	20,000.00	.00	.00	10,797.76	9,202.24	54	16,661.19

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund Z01 - WMAA (Airport) General Fund										
EXPENSE										
Department 541 - Business Center										
723920.GAS	Public Utilities Natural Gas	5,000.00	.00	5,000.00	.00	.00	1,764.22	3,235.78	35	4,033.67
770956.0	Contingency General	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	.00
Department 541 - Business Center Totals		\$74,200.00	\$0.00	\$74,200.00	\$0.00	\$0.00	\$30,431.09	\$43,768.91	41%	\$40,379.66
EXPENSE TOTALS		\$608,800.00	\$7,000.00	\$615,800.00	\$0.00	\$22,107.50	\$217,046.55	\$376,645.95	39%	\$611,538.52
Fund Z01 - WMAA (Airport) General Fund Totals										
REVENUE TOTALS		608,800.00	.00	608,800.00	9,600.00	.00	454,126.90	154,673.10	75%	625,954.57
EXPENSE TOTALS		608,800.00	7,000.00	615,800.00	.00	22,107.50	217,046.55	376,645.95	39%	611,538.52
Fund Z01 - WMAA (Airport) General Fund Totals		\$0.00	(\$7,000.00)	(\$7,000.00)	\$9,600.00	(\$22,107.50)	\$237,080.35	(\$221,972.85)		\$14,416.05
Grand Totals										
REVENUE TOTALS		608,800.00	.00	608,800.00	9,600.00	.00	454,126.90	154,673.10	75%	625,954.57
EXPENSE TOTALS		608,800.00	7,000.00	615,800.00	.00	22,107.50	217,046.55	376,645.95	39%	611,538.52
Grand Totals		\$0.00	(\$7,000.00)	(\$7,000.00)	\$9,600.00	(\$22,107.50)	\$237,080.35	(\$221,972.85)		\$14,416.05



Trial Balance Listing

Through 02/04/21
Detail Balance Sheet Listing
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund Z01 - WMAA (Airport) General Fund						
<i>CURRENT ASSETS</i>						
110001.675	Cash Due from Cash/Inv Pool	989,347.15	472,893.11	426,701.66	1,035,538.60	821,585.41
113040.0	Accounts Receivable General	37,418.03	201,263.02	226,155.35	12,525.70	96,374.46
114026.2014	Taxes Receivable 2014	.89	.00	.68	.21	25.89
114026.2015	Taxes Receivable 2015	16.77	.00	.21	16.56	16.77
114026.2016	Taxes Receivable 2016	20.75	.00	2.88	17.87	22.35
114026.2017	Taxes Receivable 2017	35.60	.00	3.15	32.45	40.16
114026.2018	Taxes Receivable 2018	34.29	.00	6.49	27.80	55.44
114026.2019	Taxes Receivable 2019	73.50	.00	21.05	52.45	.00
114031	Allowance for Uncollectible Taxes	(134.10)	.00	.00	(134.10)	(203.15)
118123.1	Prepaid Items Insurance	376.00	.00	376.00	.00	.00
119073.2	Due from Local Govt Units Due from Park Township	5.12	63,522.46	54,268.02	9,259.56	10,649.02
119073.3	Due from Local Govt Units Due from Zeeland City	1.38	60,495.69	60,497.07	.00	304.64
119078.1	Due from State of Michigan Due from State-Aeronautics	1,201.51	.00	.00	1,201.51	1,062.29
<i>CURRENT ASSETS Totals</i>		\$1,028,396.89	\$798,174.28	\$768,032.56	\$1,058,538.61	\$929,933.28
<i>CURRENT LIABILITIES</i>						
210202.0	Accounts Payable General	(12,940.95)	369,369.53	356,428.58	.00	(15,503.42)
211202	Contracts Payable	(9,541.69)	9,541.69	.00	.00	.00
212257.0	Accrued Wages Payable General	(890.00)	890.00	.00	.00	.00
212262.1	Accrued Fringes Payable FICA-Social Security/Medicare	(68.09)	68.09	.00	.00	.00
216278.L	Deposits Lease	(200.00)	.00	.00	(200.00)	.00
21B339.0	Deferred Revenue General	(904.90)	904.90	.00	.00	.00
<i>CURRENT LIABILITIES Totals</i>		(\$24,545.63)	\$380,774.21	\$356,428.58	(\$200.00)	(\$15,503.42)
<i>FUND BALANCE</i>						
341390.ABC	Fund Balance - Assigned (By Action) Business Center Maintenance	(50,000.00)	.00	25,000.00	(75,000.00)	(50,000.00)
342390	Fund Balance-Unassigned	(953,851.26)	25,000.00	.00	(928,851.26)	(767,697.23)
<i>FUND BALANCE Totals</i>		(\$1,003,851.26)	\$25,000.00	\$25,000.00	(\$1,003,851.26)	(\$817,697.23)
	Fund Revenues	.00	236.72	454,363.62	(454,126.90)	(478,221.06)
	Fund Expenses	.00	403,400.21	3,760.66	399,639.55	381,488.43
Fund Z01 - WMAA (Airport) General Fund Totals		\$0.00	\$1,607,585.42	\$1,607,585.42	\$0.00	\$0.00
Grand Totals		\$0.00	\$1,607,585.42	\$1,607,585.42	\$0.00	\$0.00



Trial Balance Listing

Through 02/04/21
Detail Balance Sheet Listing
Exclude Rollup Account

City of Holland
Accounts Payable Payment Post Listing

Batch Department / Invoice Department		Bank Account		Check Date		Starting Check Number
AIR Airport		PAYABLES ACCOUNT		01/14/2021		62486
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
AIR Airport						
	800 - STATE OF MICHIGAN	591-10600710	AIRPORT - RUNWAY SERVICES	12/16/2020	12/31/2020	182,593.00
	322 - TULIP CITY AIR SERVICE INC.	2021-00001671	AIRPORT - DECEMBER SERVICES	12/31/2020	12/31/2020	4,511.57
Total Selected Invoices: 2						\$187,104.57

City of Holland
Payment Batch Register

Bank Account: CITY AP - PAYABLES ACCOUNT

Batch Date: 01/14/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CITY AP - PAYABLES ACCOUNT					
Check	01/14/2021	62486 Accounts Payable	STATE OF MICHIGAN		182,593.00
	Invoice		Date	Description	Amount
		591-10600710	12/16/2020	AIRPORT - RUNWAY SERVICES	182,593.00
Check	01/14/2021	62487 Accounts Payable	TULIP CITY AIR SERVICE INC.		4,511.57
	Invoice		Date	Description	Amount
		2021-00001671	12/31/2020	AIRPORT - DECEMBER SERVICES	4,511.57
CITY AP PAYABLES ACCOUNT Totals:			Transactions: 2		<u>\$187,104.57</u>
Checks:		2	\$187,104.57		

City of Holland
Accounts Payable Payment Post Listing

Batch Department / Invoice Department		Bank Account		Check Date		Starting Check Number
.		PAYABLES ACCOUNT		01/21/2021		62601
AIR Airport						
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
AIR Airport						
	3592 - BAKER JOSEPH C	000253	AIRPORT - RUBBISH REMOVAL FROM STORAGE UNIT	01/14/2021	01/21/2021	800.00
	101 - CUNNINGHAM DALMAN P.C.	278726	AIRPORT - LEGAL SERVICES	01/12/2021	01/21/2021	7,354.43
	101 - CUNNINGHAM DALMAN P.C.	278923	AIRPORT - LEGAL SERVICES	01/18/2021	01/21/2021	64.00
	800 - STATE OF MICHIGAN	591-10602946	AIRPORT - WEATHER OBSERVATION	01/07/2021	01/21/2021	103.50
Total Selected Invoices: 4						<u>\$8,321.93</u>

City of Holland
Payment Batch Register
 Bank Account: CITY AP - PAYABLES ACCOUNT
 Batch Date: 01/21/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CITY AP - PAYABLES ACCOUNT					
Check	01/21/2021	62601 Accounts Payable	BAKER , JOSEPH C		800.00
	Invoice		Date	Description	Amount
	000253		01/14/2021	AIRPORT - RUBBISH REMOVAL FROM STORAGE UNIT	800.00
Check	01/21/2021	62602 Accounts Payable	CUNNINGHAM DALMAN P.C.		7,418.43
	Invoice		Date	Description	Amount
	278726		01/12/2021	AIRPORT - LEGAL SERVICES	7,354.43
	278923		01/18/2021	AIRPORT - LEGAL SERVICES	64.00
Check	01/21/2021	62603 Accounts Payable	STATE OF MICHIGAN		103.50
	Invoice		Date	Description	Amount
	591-10602946		01/07/2021	AIRPORT - WEATHER OBSERVATION	103.50
CITY AP PAYABLES ACCOUNT Totals:			Transactions: 3		\$8,321.93
Checks:		3	\$8,321.93		

City of Holland

Accounts Payable Payment Post Listing

Batch Department / Invoice Department		Bank Account		Check Date		Starting Check Number
AIR Airport		PAYABLES ACCOUNT		01/25/2021		62692
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
AIR Airport	322 - TULIP CITY AIR SERVICE INC.	2021-00001747	FY20/FY2021 ACCT RECONCILIATION WITH TCAS	12/31/2020	12/31/2020	28,074.82
Total Selected Invoices: 1						\$28,074.82

City of Holland
Payment Batch Register
 Bank Account: CITY AP - PAYABLES ACCOUNT
 Batch Date: 01/25/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CITY AP - PAYABLES ACCOUNT					
Check	01/25/2021	62692 Accounts Payable	TULIP CITY AIR SERVICE INC.		28,074.82
	Invoice	Date	Description		Amount
	2021-00001747	12/31/2020	FY20/FY2021 ACCT RECONCILIATION WITH TCAS		28,074.82
CITY AP PAYABLES ACCOUNT Totals:			Transactions: 1		\$28,074.82
Checks:	1		\$28,074.82		

City of Holland
Accounts Payable Payment Post Listing

Batch Department / Invoice Department		Bank Account		Check Date		Starting Check Number
AIR Airport		PAYABLES ACCOUNT		01/28/2021		62694
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
AIR Airport	146 - HOLLAND BOARD OF PUBLIC WORKS	2021-00001786	AIRPORT UTILITIES	01/28/2021	01/28/2021	3,404.06
	130 - SEMCO ENERGY GAS COMPANY - ACH	2021-00001787	AIRPORT 1/6/2021 READ DATE	01/28/2021	01/28/2021	924.45
Total Selected Invoices: 2						\$4,328.51

City of Holland
Payment Batch Register
 Bank Account: CITY AP - PAYABLES ACCOUNT
 Batch Date: 01/28/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CITY AP - PAYABLES ACCOUNT					
Check	01/28/2021	62694 Accounts Payable	HOLLAND BOARD OF PUBLIC WORKS		3,404.06
	Invoice	Date	Description		Amount
	2021-00001786	01/28/2021	AIRPORT UTILITIES		3,404.06
EFT	01/28/2021	6775 Accounts Payable	SEMCO ENERGY GAS COMPANY - ACH	072499952 / 7661394601	924.45
	Invoice	Date	Description		Amount
	2021-00001787	01/28/2021	AIRPORT 1/6/2021 READ DATE		924.45
CITY AP PAYABLES ACCOUNT Totals:			Transactions: 2		\$4,328.51
Checks:	1		\$3,404.06		
EFTs:	1		\$924.45		