

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

July 10th, 2023

11:30 a.m. – 1:00 p.m.

60 Geurink Blvd. Holland, MI 49423

<https://us06web.zoom.us/j/83777032853>

Authority Members

City of Holland

Dave Hoekstra
Scott Corbin
Charles Murray

City of Zeeland

Kevin Klynstra
Beth Blanton
Doug Barese

Park Township

Elisa Hoekwater
Skip Keeter
Ken Brandsen

Ex-officio

Jim Storey
Lucy Ebel

1. Roll Call
2. Public Comment.
3. Approval of Agenda (Action Requested).
4. Consent Agenda (Action Requested):

All items listed under 'Consent Agenda Items' are considered to be routine and have previously been reviewed by Authority Board Members, and will be enacted with one motion, unless requested otherwise by the public or a Board Member, in which event the item will be removed from the consent agenda and placed on as a regular agenda item.

- a. Approval of June 12th and June 21st, 2023 meeting minutes.
5. "Review a written legal opinion from the Airport's attorney and property acquisition." (Action Requested).
6. Amanda VanLaar's Resignation (No Action).
7. Ground Lease for Maintenance Facility with Tulip City Air Repair (Action Requested).
8. Update from Attorney regarding FBO Transfer.
9. Revised N. Taxilane Design (Action Requested).
10. Summary: Future Prep'd Engagement with Ottawa Area ISD

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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11. FBO Report and Update (Action Requested).
12. Financial Reports
13. Updates from Board.
14. Other Business:
15. Adjourn.

Next Meeting will be held August 14th, 2023

West Michigan Airport Authority

MEETING MINUTES

June 10th, 2023

*****11:30 a.m. – 1:00 p.m.*****

60 Geurink Blvd. Holland, MI

PRESENT: Kevin Klynstra, Skip Keeter, Doug Barensen, Ken Brandsen, Chuck Murray, Skip Keeter, Scott Corbin, Elisa Hoekwater

ABSENT: Beth Blanton, Dave Hoekstra

OTHERS PRESENT: Aaron Thelenwood (Director), Amanda Davio VanLaar, Lynn McCammon (Treasurer), Peter Eichleay (FlightLevel-Zoom), Alan Radlo (FlightLevel-Zoom), Stephanie (Mead & Hunt) Leanne Schaffer (Boileau & Co.), Lucy Ebels, Garret Hain (Av Flight), Joseph Meszaros (Av Flight), Ron Vanderveen (Cunningham Dahlman), Ben Fogg (Fogg Filler), David Teal (public)

Chair Klynstra called the meeting to order at 11:15 a.m.

23.06.01 Roll Call

Hoekstra, absent
Murray, present
Corbin, present
Klynstra, present
Blanton, absent
Barensen, present
Hoekwater, absent
Brandsen, present
Storey, absent
Ebel, present

23.06.02 Public Comment.

None.

23.06.03 Approval of Agenda (Action Requested).

Co-chair Corbin made a motion with support from Barese to approve the agenda as presented. Motion carried.

23.06.04 Consent Agenda (Action Requested):

The Board discussed removing the item *Financial Reports* off of the consent agenda. Corbin made a motion with support from Barese to approve the consent agenda item. Motion carried.

23.06.05 Financial Reports

Treasurer McCammon presented the financial reports to the Board. Co-chair Corbin made a motion with support from Murray to approve the report as presented. Motion carried.

23.06.06 Closed Door Session to review legal opinion from Airport Authority Attorney (Action Requested)

Roll call vote to enter closed door session:

Corbin - Yes

Murray - Yes

Barese - Yes

Keeter - Yes

Klynstra - Yes

Keeter made a motion with support from Hoekwater to close the closed door session.

Hoekwater joined the meeting.

23.06.07 Public comment

The Board decided to reopen the public comment section after making adjustments to the meeting start time and accommodating the arrival of additional members of the public. David Teal showed continued support for airport and board as resident of Holland and user of the airport. Ben Fogg commented that he's planning to partner with AV flight on the maintenance operations.

23.06.08 Approval of FBO Transfer Agreements from FlightLevel Aviation to AV Flight (Action Requested):

Director Thelenwood presented the FBO transfer agreement to the Board. During the meeting, it was discussed that the structure of the Fixed Base Operator (FBO) agreement would remain

largely the same. Some revisions were made to fine-tune the details of the previous agreement. AV Flight, a full-service FBO located on the field, will continue to operate out of the FBO hangar. However, they will subcontract maintenance services to Tulip City Air Repair (owned by Ben Fogg). Mike Tarr and Mike Fett will remain on the team, and two additional mechanics will join after the sale closes. These changes are allowed under the current agreement and the agreement given to AV Flight.

It was mentioned that Fogg will be purchasing the existing FBO hangars from Flight Level Aviation, and this matter will be reviewed at the June 21 meeting.

The practice of conducting annual performance evaluations for AV Flight will continue. These evaluations serve as checkpoints to assess the progress and identify areas for improvement. AV Flight currently operates 24 FBOs and will maintain its current staff. During the discussion, Hoekwater inquired about the construction of a new fuel farm facility and who would be responsible for the associated costs. It was clarified that the operator would bear the expenses, and negotiations would take place regarding the location. The removal of the old fuel farm would also be the responsibility of the operator.

Fogg expressed excitement about bringing growth and increased fuel sales to the airport. He recognized the airport's potential and emphasized the opportunity to maximize its capabilities. Garrett mentioned that the deal is expected to close by the end of the following week.

A discrepancy was noted in the packet for the closing date of the hangar sale to Fogg. The update should reflect the closing date as June 21 rather than July 10. Barens made a motion with support from Keeter to approve the following

- a) Approval of Amended FBO Agreement
- b) Approval of Subcontract Agreement of Aircraft Maintenance Services to Tulip City Air Repair
- c) Approval of Amendment to FBO Maintenance Services Agreement
- d) Approval of Sale of FBO Hangar between Flight Level Aviation and Tulip City Maintenance
- e) Approval of Sublease of FlightLevel Fuel Farm Lease to AV Flight

23.06.09 FY24 Insurance Proposal (Action Requested).

During the meeting, Aaron Thelenwood introduced Katie Carlson from AJ Gallagher. It was noted that three firms expressed interest in submitting an insurance proposal for West Michigan Regional Airport in FY24, but only two of them submitted quotes.

Katie Carlson, who has been working with the airport for the last 6-7 years, discussed the outcome of the airport insurance review. As a broker, AJ Gallagher presented favorable prices, terms, and conditions for the insurance coverage. They went through the coverage line by line, comparing it to the previous year's coverage and presenting it for renewal. While there were

signs of stabilization in the insurance market earlier, it was mentioned that the market is no longer stable. Insurance carriers have increased rates, although the increase remains under 10%, which is still considered favorable in the current marketplace.

During the discussion, Murray suggested keeping the insurance coverage the same for now but exploring longer-term options in the future. They recommended a three-year term for the insurance coverage.

Murray made a motion with support from Hoekwater to approve the insurance proposal from AJ Gallagher. Motion carried.

23.06.10 Year End Budget Amendments

Treasurer McCammon addressed the Board regarding the year end budget amendments. The Authority's annual budget is approved in May, but budget amendments are used to account for significant changes throughout the year. Proposed amendments include increases in revenues by \$210,100, with adjustments to property tax revenues, an ARPA grant, and higher investment income. Expenditures are proposed to increase by \$43,720, including adjustments in personnel services, other current expenditures, contingencies, and business center expenses. The Capital Fund Budget reflects anticipated capital expenditures and includes a contingency for outstanding invoices.

Barense made a motion with support from Brandsen to approve the year end budget amendments.

23.06.11 Approval of T-Hangar Repair proposal with CL Construction (Action Requested).

Director Thelenwood presented a proposal for the approval of T-Hangar repairs to the West Michigan Airport Authority Board. The T-Hangar buildings have experienced weathering and damage, requiring repairs and building C sustained more significant damage with snow removal efforts over the last winter. Quotes were obtained from two companies, C&L Construction and Lakewood Construction, with C&L Construction offering a significantly lower cost. The recommended repairs from C&L Construction focus on targeted replacement and salvaging of existing materials. The Board is recommended to approve C&L Construction's quote and make a budget amendment to accommodate the repairs in the upcoming fiscal year, FY24.

Hoekwater made a motion with support from Keeter to approve the T-Hangar Repair proposal through C&L construction.

23.06.12 FBO Report and Update (Action Requested).

Moved to next meeting.

23.06.13 Updates from Board.

None.

23.06.14 Other Business:

None.

23.06.15 Adjourn.

West Michigan Airport Authority

SPECIAL MEETING MINUTES

June 21st, 2023

*****8am-10am*****

60 Geurink Blvd. Holland, MI

PRESENT: Kevin Klynstra, Skip Keeter, Doug Barensen, Ken Brandsen, Chuck Murray, Skip Keeter, Scott Corbin, Elisa Hoekwater, Beth Blanton, Dave Hoekstra

ABSENT:

OTHERS PRESENT: Amanda Davio VanLaar, Lynn McCammon (Treasurer), Peter Eichleay (FlightLevel-Zoom), Alan Radlo (FlightLevel-Zoom), Lucy Ebels, Jim Storey, Garret Hain (Av Flight), Joseph Meszaros (Av Flight), Ron Vanderveen (Cunningham-Dahlman), Rachel Hillegonde (Cunningham-Dahlman), Aaron Thelenwood, Jennifer Orme (City of Holland)

Chair Klynstra called the meeting to order at 8 a.m.

23.06.01 Roll Call

Hoekstra, present
Murray, present
Corbin, present
Klynstra, present
Blanton, present
Barensen, present
Hoekwater, present
Brandsen, present
Storey, present
Ebel, present

23.06.02 Public Comment.

None.

23.06.03 Approval of Agenda (Action Requested).

Keeter made a motion with support from Barensen to approve the agenda as presented.
Motion carried.

23.06.04 Board Discussion of 2024 Manager's Contract Renewal.

During the meeting, it was noted that a temporary contract would be in effect from December 2023 to June 2024 to align with the City of Holland's fiscal calendar. Jennifer Orme of the City of Holland provided comments on salary comparables for airport positions, while Hoekwater offered insights on the MAX step-wise structure increases. Klynstra expressed support for this structure, citing the City of Zeeland's similar approach.

Attn. Ron Vanderveen walked through the contract and highlighted some changes, including reducing cellphone reimbursement from \$75 to \$60 and removing unlimited carryover for PTO. Ebel raised the question of a PTO buyout option, and it was decided that any unused balance at the end of the contract would be paid out to the Director.

Storey offered grammatical corrections, and Murray requested clarification and defined parameters for absence without cause in Section 3, subsection 5. The board discussed the primary duties and responsibilities section. Storey suggested adding a callout for meetings with tenants/users to address problems proactively, particularly in light of the airport seeking additional millage. Hoekstra commented that tenant participation in these meetings is also important, and no blame should be placed on the Director as long as opportunities are provided. It was clarified that these meetings would occur twice a year.

Blanton addressed item 1a under primary duties and presented an updated evaluation form, incorporating suggestions from Cherry Capital Airport's template. Murray proposed simplifying the evaluation scale from 10 to 5, and the board discussed adding a section for goal setting in the contract. Klynstra recommended having an HR committee review the evaluation, and Blanton suggested documenting the evaluation process.

Director Aaron Thelenwood joined the meeting once the Manager's contract discussion was completed.

23.06.05 Approval of Hangar Sale between FlightLevel Aviation and 3303 John F Donnelly Dr. and hangar sublease agreement between John F. Donnelly Dr. and Av Flight

The board discussed and approved the hangar sale between FlightLevel Aviation and 3303 John F Donnelly Dr., as well as the hangar sublease agreement between John F. Donnelly Dr. and Av Flight. Thelenwood presented the agreements and introduced Attorney Rachel Hillegonds, who clarified that the agreement is between Tulip City Air Repair and FlightLevel Aviation. Hillegonds mentioned the existence of two other form documents: a maintenance agreement and the transfer of the Ludema hangar to Av Flight from FlightLevel Aviation.

Corbin raised a question about potential overlap, and Av Flight confirmed that there is no overlap. They further specified that the new agreement specifies the start date as the termination of FlightLevel Aviation. Additionally, Hillegonds walked the Board through the termination agreements pertaining to FlightLevel's operations on-field, which would need to be approved by the Board as well for closing to occur.

Co-Chair Corbin made a motion with support from Barensen to approve the Hangar Purchase Agreement, Asset Purchase Agreement, Hangar License Agreement, and Draft Ground lease and Termination Agreements. The agreements are subject to final approval as to form by the Authority's Attorney and are contingent on the conditions and closing of the FBO transfer. The Attorney will provide a status update at the next board meeting.

23.06.07 Other Business:

None.

23.06.08 Adjourn.

Motion made by Doug Barensen supported by Skip Keeter.

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July 10th, 2023

Report 6

To: West Michigan Airport Authority Board.

From: Aaron Thelenwood, Authority Director.

Subject: **Amanda VanLaar Resignation**

Amanda VanLaar put in her two weeks notice on Friday June 23rd, and her last day with the Airport Authority was July 7th; though she has agreed to support the August 19th Aviation Day event and has agreed to provide contractual transitional support over the next 90 days. Amanda has proven to be an invaluable asset and was instrumental in establishing crucial partnerships that ultimately formed the ongoing work-based learning engagements with the Ottawa Area ISD and Careerline Tech Center, in addition to establishing key Airport Authority events (Tulip Time Fly-in and Aviation Day), while building out key operational infrastructure, like the airport's dashboard in addition to many, many other successes. Amanda leaves the Airport Authority for KeHE distributors, an organic food distributor, to support their marketing and outreach initiatives. Amanda has cemented a legacy of innovation and success at West Michigan Regional, and her absence will be acutely felt.

The Airport Authority will need to move quickly in backfilling her position. The Director will revise the existing job description for the Operations and Sustainability Coordinator Position and will work with Board leadership to post the position as soon as possible. The Job Description will be revised to reflect the projects currently underway that Amanda has been shepherding in addition to the upcoming demands of the Airport and Authority Board.

Recommendation

Report is being presented as information, no recommendation at this time.

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July 10th, 2023

Report 7

To: West Michigan Airport Authority Board.

From: Aaron Thelenwood, Authority Director.

Subject: **Approval of FBO Transfer Agreements from FlightLevel Aviation to Av Flight.**

On June 12th and 21st, the Airport Authority approved agreements authorizing the sale and transfer of FBO services on field from FlightLevel aviation to AV Flight which included provisions for AV Flight to subcontract maintenance services out to the Entity Tulip City Air Repair, which is owned by Ben Fogg (current hangar owner and airport user). Under this arrangement, Mr. Fogg will be purchasing the existing "FBO Hangars" to operate his business out of. The Board approved the sale and a hangar ground lease related to this transaction, pending final approval as to form.

Mr. Fogg has requested the Authority revise the terms of the ground lease to remove a provision from the lease which obligates him to provide a personal guarantee for his ground lease. A personal or corporate guarantee has been a standard requirement under the airport's ground leases and is designed to provide an additional layer of financial protection against a potential default. In lieu of a personal guarantee, Mr. Fogg is proposing to be allowed to pay his annual lease three years in advance, accounting for CPI adjustments each year. This is in-line with his current private hangar on-field as well.

After consulting with the airport's legal team, it was determined this could be a reasonable alternative to the personal guarantee. This revision would require Board approval.

Recommendation

It is recommended the Board approve the revised ground lease, replacing the requirement of a personal guarantee with the obligation that the payments for the Tulip City Air Repair lease be paid three years in advance.

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 June, 2023, 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 located at 170 Geurink Drive, Holland, Michigan, being a part of the West Michigan Regional Airport (the “Airport”), located in the County of Allegan, State of Michigan, which is depicted on the attached **Exhibit A** as the “Maintenance Facility” (the “Demised Premises”), consisting of 83,000 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.** The Lessee shall have and hold the Demised Premises for a term beginning on the ____ day of ~~June~~July, 2023 (the “Commencement Date”) and expiring on the ____ day of ~~June~~July, 2063, 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.

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, and any other agency or entity which may have jurisdiction, in whole or in part, over the Airport..

3. **Option to Renew.** The term of this Lease may be extended, subject to Lessor’s approval, 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, the 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). In addition, Lessee shall be responsible for any additional terms, conditions, and agreements reasonably required by Lessor relating to the operation of the Airport and consistent with its ground lessees with other lessees at the Airport.

D. During the term of this Lease and any renewal thereof, the Lessee shall continue 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 that 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.** The Lessee shall pay to the Lessor as annual rental for the Demised Premises the sum of \$.3277 per square foot per year for a total annual amount of Twenty Seven Thousand One Hundred Ninety Nine and 10/100 Dollars (\$27,199.10), prorated on a daily basis

for any partial year, ~~with the first such annual rental payment to be made on the Commencement Date and subsequent annual rental payments to be made 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 83,000 square feet at the initial rate of \$.3277 per square foot.

Lessee agrees to pay rent in advance in an amount equal to three years annual rent with the first three years rent payment to be made on the Commencement Date and subsequent three years annual rental payments on the ____ of July every three years in the following years: 2026, 2029, 2032, 2035, 2028, 2041, 2044, 2047, 2050, 2053, 2056, 2059, and two years payment in 2062 for the balance of the Lease term (consisting then of two remaining years).

The annual rent amount shall be adjusted each year commencing on ~~June~~July ____, 2024, and as of each and every ~~June~~July ____ thereafter in accordance with the increase in the Consumer Price Index ("CPI") applying the published CPI rate for ~~May~~June immediately prior to the adjustment date and for each subsequent adjustment date thereafter. Although Lessee shall have paid the rent in three years amounts in advance, Lessee shall also pay annually the additional adjusted rent for each year within 15 days after the CPI adjustment has been completed. 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.

5. **Sublease.** Lessee may sublet, subject to the written 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 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 and for operation of an airplane service, repair, and maintenance facility for any airplanes using the airport. Subject to the terms, restrictions and requirements of Section 5 above, the Lessee shall have the right to sublease any part of the hangar placed on the Demised Premises. 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. 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;
- C. Engaging in the business of aviation instruction;
- D. The sales or storage of aviation fuels or petroleum products, except as necessary for the airplane maintenance and service business;
- E. Any form of fixed based operation unless Lessee meets the minimum operating standards and requirements of the Lessor; or
- F. Any use not related to aeronautical activities.

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 and Lessor, and any other agency or entity which may have jurisdiction, in whole or in part, over the Airport.

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 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 Michigan State Fire Marshal 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, including the apron area, 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 some of the first visual improvements seen from the roadway entering the Airport and their condition, maintenance, and repair are 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. The 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 shall be required to provide snow removal services to the Demised Premises. However, 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, improvement and building standards, including the Airport Building Standards, now existing or hereafter amended, promulgated by Lessor (“Building 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 Building Standards. If there is any discrepancy or conflicting terms between the Lease and Building Standards, the Building Standards shall control. Any expenses incurred by the Lessor in its review and approval of any alterations, additions,

demolitions and improvements to the Demised Premises, including without limitation engineering, architectural, site review, legal and other professional expenses, shall be reimbursed by Lessee to the Lessor upon reasonable written demand from the Lessor. All such alterations, buildings, hangars or improvements shall be and remain the personal property of the Lessee throughout the term of this Lease, 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 may be allowed to remain in place and shall thereupon become the sole property of the Lessor without reimbursement to Lessee.

Lessee shall not permit any construction liens or similar liens ("Liens") to remain upon the Demised Premises for labor or materials furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee, and shall cause any such Liens to be released of record, or bonded at Lessee's election within ninety (90) days without cost to Lessor. Lessee agrees to indemnify, defend and save Lessor harmless from any Liens, including related costs, expenses, liabilities or claims (including reasonable attorneys' fees) which may be incurred by or asserted against Lessor in conjunction with such Liens or securing release of such Liens. 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.

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

A. Lessee shall provide access to the Demised Premises during the term of this Lease. 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).

B. Lessee hereby agrees that it shall be responsible for all maintenance, upkeep, and repair of its access roads, taxiways, and ramp and apron 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 access roads, taxiways, and ramp and apron areas to perform necessary maintenance, upkeep, and repair and assess Lessee the cost therefor.

C. 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 the Airport, including regulations of the Michigan State 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, the City of Holland, 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, storm and sanitary sewer, gas or electrical lines or facilities, the Lessee shall be responsible for the cost of the connection and utility installations, and for the cost of extending such 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/\$1,000,000.00 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 City of Holland, Lessor, and their officials, board members, 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 the additional insureds. As to all insurance required under this section, 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 Lease, 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. In addition, the Lease shall be subject to the following:

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 right and privilege to use the service roads (including Geurink Boulevard) to the Demised Premise for purposes of ingress and egress during the term of this Lease, in common with others.

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 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 the 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 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 paragraph, 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 lender prior to the placement thereof. Any mortgage placed on the Demised Premises shall be subordinate to this Lease and the interest of the Lessor. Lessor, in its sole discretion, may require the Lessee to secure a subordination agreement, in a form acceptable to the Lessor, from its mortgage lender, confirming the subordination of the lender's interest 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 mortgage lender, and the mortgage lender 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 the payment is due, 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 thirty (30) days from the date of the notice to cure a payment default, and a period of sixty (60) days from the date of the notice to cure a non-payment breach. If the non-payment 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 default/breach is not timely cured by the Lessee as provided in this paragraph (or if the non-payment 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.

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

19. **Notice of Termination – Lessor.** In addition to the provisions of this Lease relating to termination as are set forth in section 18 above, the Lessor may terminate and cancel this Lease if it is unable to operate the 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 the 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 Lease 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 the 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 the 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 without the written consent of the Lessor, which shall not be unreasonably withheld.

24. **Memorandum of Lease.** The Lessor and the Lessee may 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 hereto 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, except those involving a third party who has not agreed to arbitration, shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Venue for such arbitration shall be in Holland, Michigan. Notice of demand for arbitration shall be filed in writing with the other party to the Lease and with the American Arbitration Association, and shall be made within a reasonable time after the claim or dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereon.

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

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

The agreement of the parties to arbitrate claims and disputes shall be specifically enforceable under the prevailing arbitration law. Pending final decision of the arbitrator or

arbitrators, the parties shall proceed diligently with the performance of their obligations under this Lease.

27. **Environmental Covenants.** During the term of this Lease, Lessee represents and warrants to Lessor that:

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

B. Upon demand by Lessor, Lessee shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling and testing, and all remedial, removal, and any other actions necessary to clean up and remove all hazardous materials on, under, from, or effecting the Demised Premises as required by all applicable federal, state, and local laws, ordinances, rules, regulations, and policies to the satisfaction of Lessor, and in accordance with the orders and directors of all federal, state, and local governmental authorities. If Lessee fails to conduct an environmental audit required by Lessor, then Lessor may, at its option and at the expense of Lessee, conduct such audit.

Subject to the limitations set forth below, Lessee shall defend, indemnify and hold harmless Lessor, its employees, agents, officers, directors, successors and assigns from and against any claims,

demands, penalties, fines, liabilities, settlements, damages, costs, or expenses, including without limitation, attorneys and consultants fees, investigation and laboratory fees, court costs and litigation expenses (attorney's fees, court costs, and expert witness expenses shall be through all appellate, enforcement, or collection proceedings) known or unknown, contingent or otherwise, arising out of or in any way related, to:

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

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

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

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

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

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

28. **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.

29. **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.

30. **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:

West Michigan Airport Authority
ATTN: Authority Manager
60 Geurink Boulevard
Holland, MI 49423
Email address: a.thelenwood@wmraa.org

3303 John F. Donnelly Drive, LLC
ATTN: Benjamin J. Fogg
135 Elberdene Street
Holland, MI 49424
Email address: bfogg@foggholdco.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.

31. **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.

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

[SIGNATURES ON FOLLOWING PAGE]

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: Member

APPROVED AS TO FORM:
WEST MICHIGAN AIRPORT AUTHORITY

By: _____
Ronald VanderVeen, Attorney

Date: July __, 2023

UNCONDITIONAL GUARANTY OF GROUND LEASE

~~THIS UNCONDITIONAL GUARANTY OF GROUND LEASE (the "Guaranty") is made this _____ day of _____, 20[___], by [_____] (the "Guarantor"), to and for the benefit of [_____] (the "Lessee").~~

Background

~~Lessee has entered into a Ground Lease with West Michigan Airport Authority (the "Authority") dated the same date as this Guaranty (the "Ground Lease"). Guarantor is the [sole member] of Lessee.~~

Agreement

~~In consideration of these interests and other benefits accruing to Guarantor, the receipt and adequacy of which are acknowledged, Guarantor enters into this Guaranty.~~

~~1. — **Payments on Liabilities.** Guarantor, and [his/her/its] successors and assigns, jointly and severally, absolutely and unconditionally guarantee prompt payment when due, and at all times thereafter, of all indebtedness and obligations of Lessee under the Ground Lease or any related agreements (the "Liabilities"). All payments received from Lessee or on account of the Liabilities from any other source shall be taken and applied as payment in gross and this Guaranty shall apply to and secure any ultimate balance which shall remain owing to the Authority. The Authority shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on the Liabilities.~~

~~2. — **Term of Guaranty.** Subject to the terms of Section 3 below, this Guaranty shall be a continuing, absolute and unconditional guaranty and shall remain in full force and effect until the Authority sends a written notice of termination to Guarantor.~~

~~3. — **Extent of Liability.** If Lessee defaults in paying the Liabilities and fails to cure such default within any applicable grace periods, Guarantor, immediately upon the demand of the Authority, shall pay to the Authority the amount due and unpaid by Lessee as if such amount constituted the direct and primary obligation of Guarantor. Prior to any such demand on or payment by Guarantor, the Authority shall not be required to make any demand upon or pursue or exhaust any of its rights or remedies against Lessee or others with respect to payment of any of the Liabilities or to pursue or exhaust any of its rights or remedies with respect to any collateral for the Liabilities or this Guaranty. Guarantor shall have no rights of subrogation with respect to the Liabilities or any collateral securing the Liabilities until the Authority has received full payment of the Liabilities.~~

~~Without limiting the generality of the foregoing, Guarantor shall not assert, plead or enforce against the Authority any defense of waiver, release, discharge from bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority,~~

~~usury, illegality or unenforceability that may be available to Guarantor, or any other person obligated with respect to the Liabilities, or any setoff available to Guarantor against the Authority. If any payment applied by the Authority to the Liabilities is subsequently set aside, recovered, rescinded, or otherwise required to be returned by the Authority for any reason, the Liabilities to which payment was applied shall, for the purposes of this Guaranty, be deemed to have continued in existence notwithstanding the application, and this Guaranty shall be enforceable as to such indebtedness as fully as if the Authority had not received and applied the payment.~~

~~4. **Acknowledgment of Guarantor.** Guarantor expressly acknowledges that [he/she/it] has full knowledge of the facts and circumstances under which this Guaranty is made, including, without limitation, whether Lessee or any other entity has pledged any collateral as security for the Liabilities.~~

~~5. **Waivers.** Guarantor waives presentment, demand, protest or notice of dishonor, non-payment or other default with respect to any of the Liabilities or any collateral therefore. Guarantor grants to the Authority full power in his discretion and without notice to Guarantor to deal in any manner with the Liabilities, including but not limited to: (a) change any terms of any of the Liabilities, including the rate of interest, grant any extension or renewal of the Liabilities, and effect any release, compromise or settlement of the Liabilities; (b) forbear from taking any action with respect to any of the Liabilities, or any guarantor or collateral; (c) consent to the substitution, exchange or release of any guarantors or all or any part of any collateral securing the Liabilities; and (d) exercise all rights and remedies available under law or equity in the event the Liabilities are not paid when due or there is a default under any document evidencing any of the Liabilities.~~

~~6. **Miscellaneous.** Nothing in this Guaranty shall waive or restrict any right of the Authority granted in any other document or by law. No waiver by the Authority of any default shall be effective unless in writing and signed by the Authority, nor shall a waiver on one occasion be construed as a bar to or waiver of that right on any future occasion. Any reference to the Authority shall include any assignee or holder of all or any part of the Liabilities. This Guaranty shall bind the respective heirs, personal representatives, successors and assigns of the Authority and Guarantor. Guarantor agrees that any action against Guarantor for enforcement of this Guaranty may be brought in any state or federal court in Michigan having jurisdiction of the subject matter; Guarantor consents to personal jurisdiction over [him/her/it] by such courts, and to venue in such courts. This Guaranty shall be governed in all respects by the laws of Michigan without giving effect to conflict of laws rules.~~

GUARANTOR:

[]

EXHIBIT A

Depiction of Demised Premises

(The area described as “Maintenance Facility” is the Demised Premises,
and excludes the “Avflight Ramp” area)



WMAA MONTHLY FBO REPORT

West Michigan Regional Airport FBO Report FlightLevel BIV June 2023

**Total Fuel Gallons
Delivered**

	Current Month June 2023	One Year Ago June 2022	Fiscal Year To Date 01/01/23-12/31/23	F/Y to Date Compared 01/01/22-12/31/22	
Avgas	3,512	3,679			
Jet Fuel	55,982	53,538			
Total Gallons Delivered	59,494	57,217	275,264	280,969	(5705)

Transplant/Ambulance Flights

2

Wings Of Mercy Operations

2

Freight Flights From/To Holland

5

Freight Weight

3,500lbs

Number of Parts if Known

18 skids and 10 boxes

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423
P (616) 368-3023

Comprising City of Zeeland, Park Township and City of Holland



July 10th, 2023

Report 9

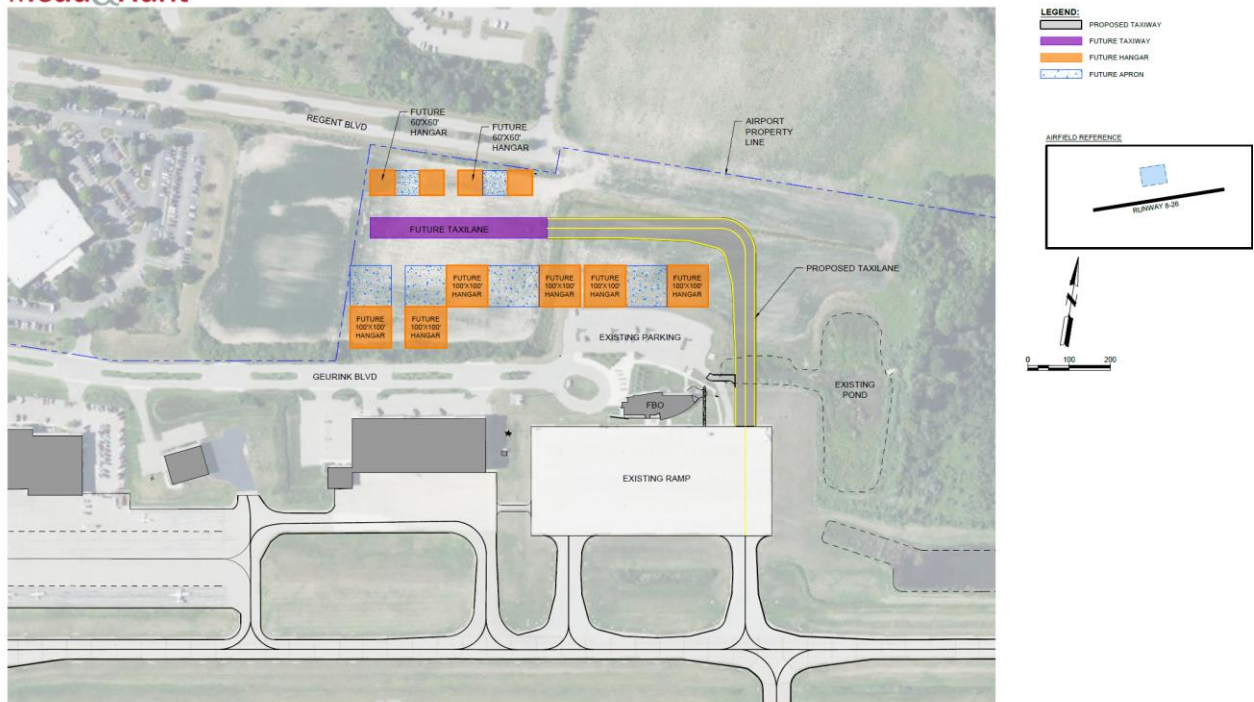
To: West Michigan Airport Authority Board.

From: Aaron Thelenwood, Authority Director.

Subject: Revised North Taxilane Design.

Staff is making progress in collaboration with MDOT and project manager Mead & Hunt on the North Taxilane Project, scheduled for completion in spring 2024. As the project moves forward, staff have engaged in discussions with potential partners for hangar projects adjacent to the taxilane. These discussions have prompted a review of the current hangar taxilane design. See current design below:

Mead&Hunt



The current design allows for up to four larger corporate-style hangars (approximately 100X100) and four smaller individual-style hangars (60X60). However, we have identified a revised draft that offers a potentially more efficient use of space, increasing the total number of on-site hangars while creating additional project efficiencies. Unlike the current plan, the revised draft eliminates the need to enclose existing drainage, allowing us to possibly redirect funds towards extending the taxilane through additional pavement.

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

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

P (616) 368-3023

Comprising City of Zeeland, Park Township and City of Holland



Under the proposed layout, hangars would either share a wall or be in closer proximity to maximize space utilization. The building and development committee has conducted two reviews of the new draft layout design and recommends that the Board consider adopting it.

Considering the timeline and our goal of completing construction in spring 2024, the Board is faced with a decision. We must either approve the revised taxilane layout or recommend proceeding with the existing design.

Recommendation

It is recommended the Board approve the revised North Taxilane design as presented.

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

WEST MICHIGAN REGIONAL AIRPORT CORPORATE HANGAR PARK

HOLLAND, MI

ISSUED

NOT FOR CONSTRUCTION

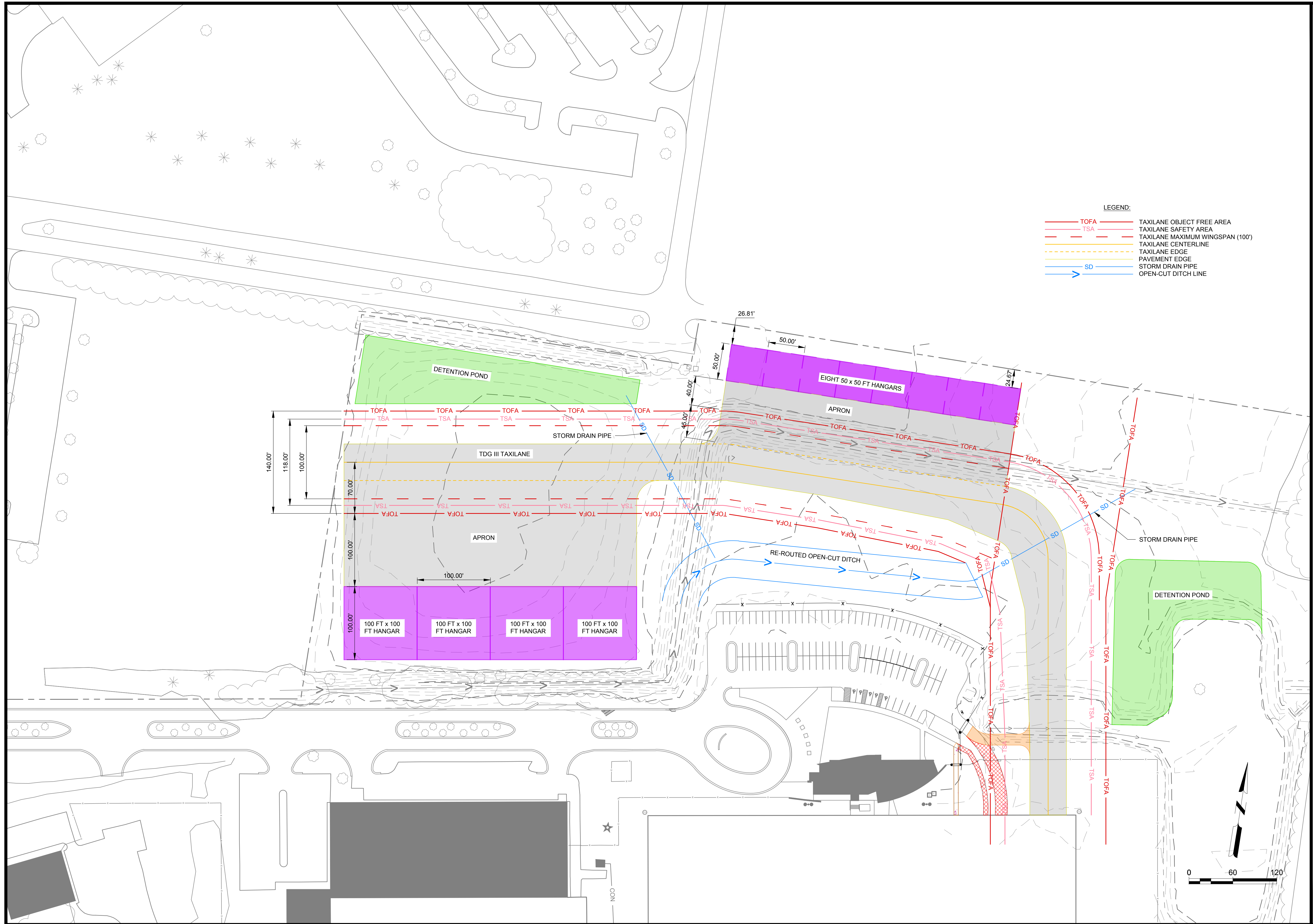
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West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423
P (616) 368-3023

Comprising City of Zeeland, Park Township and City of Holland



July 10th, 2023

Report #10

To: West Michigan Airport Authority Board.

From: Amanda VanLaar, Sustainability and Operations Specialist.

Subject: **Summary: Future Prep'd Engagement with Ottawa Area ISD**

June was a busy month with West Michigan Regional Airport having the privilege of hosting talented groups of middle school students and high school students for one and two weeks, respectively through the Future Prep'd program. Students were immersed in a variety of activities and experiences that broadened their understanding of aviation and its educational potential. Some notable highlights of their experience include:

- Field Trip of Holland Energy Park's educational space
- Visit to Gerald R. Ford International Airport
- Presentations from Mead and Hunt Airport Consultant, Anita Cobb on Aviation Careers and M&H KidsSTEAM/STEAM Stars
- Interviews with the communications team, pilot Alex Ezinga, Airport staff, and coffee club members
- RC plane demonstration by Tulip City Airforce
- Hooligans Fly over and Q&A
- Visit to the AirZoo
- Completion of FlightPath's "Flight Night" program

The culmination of the students' work was presented in a final presentation that showcased their exceptional work and innovative solutions. Their driving question, *"How can we create meaningful educational experiences using aviation as a pathway?"* served as the foundation for their research and proposals. The middle school students presented their findings after the first week and high school Students outlined their recommendations at the end of week two, which included both short-term and long-term solutions. While both groups and presentations were exceptional, this report offers a summary of recommendations from the Highschool students.

The group proposed several actionable ideas, such as:

- Enhancing the airport's website to promote educational resources and opportunities (short-term)
- Organizing field trips to provide hands-on learning experiences for students (short-term)

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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- Hosting community events to engage the public in aviation-related activities (short-term)
- Creating aviation career cutouts to educate and inspire students about different roles in the industry (short-term)
- Developing summer camps to introduce middle and high school students to aviation careers (mid-term)
- Establishing an aviation-themed nature playscape to engage younger children (mid-term)
- Offering plane tours of a fixed, potentially retired aircraft, to provide interactive learning experiences (mid-term)
- Building an education space at the airport to facilitate community learning about aviation (long-term)

It is encouraging to note that while some of the short-term initiatives mentioned by the Future Prep'd students are already underway at the airport, their explicit mention of these initiatives serves to emphasize the efforts we are already taking in this space. Their presentation also serves as a reminder of the progress we have made by involving the students in our discussions and decision-making processes. Their time has provided valuable insights into areas where we can further improve and identified exciting opportunities for growth in the coming years.

The students have received an invitation to speak in front of the Mead and Hunt team, further highlighting the significance and recognition of their work. They've also been offered the chance to address the Board at the August meeting with their research and findings.

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 Date: July 10, 2023

Agenda Item:

Subject: Financial Reports for 06/30/2022-Unaudited

Prepared By: Julie Ziurinskas, City Finance

Recommendation: Accept Financial Reports as information

The West Michigan Airport Authority's fiscal year ended June 30, 2023. However, activity related to FY 2023 will continue to be recorded through mid-August because revenues and expenses must be reported in the fiscal year earned or incurred. Attached is the Budget Performance Report for the twelve months ended June 30, 2023, the Trial Balance Listing and Fund Equity Report through June 30, 2023. These reports are unaudited and will continue to change during the next few weeks as additional transactions are recorded for FY 2023.

Revenues

The year-end budget amendments approved at the last board meeting were recorded. Operating revenues are in line with the amended budget at a total of \$857,104 and 99% of budget. June operating revenues include \$148,000 from the ARPA Grant.

Expenses

Year-end Operating expense budget amendments were recorded. Operating expenses to date for year ended June 30, 2023 totaled \$659,503, or 96% of budget. Some engineering costs are expected to be reclassified to capital projects at year end, pending information from MDOT, which will also impact the percentage.

Capital Budget

Capital expenses for the fiscal year includes \$550 in final costs paid toward the Runway reconstruction and lighting project capitalized in prior years, but otherwise does not reflect current project activity as funding information has been requested but not received from MDOT. The information will be reviewed and recorded when it becomes available.

Trial Balance/Fund Equity

The West Michigan Airport Authority began FY 2023 with a fund balance of \$1,238,950.

Assets totaled \$4,094,457 at June 30th, comprised mostly of accounts and lease receivables. The current combined funds cash balance totals \$2,161,769.

Liabilities totaled \$2,658,456 at June 30th and primarily represent unearned revenue and deferred inflow of resources-lease (GASB 87).

The combined fund balance at June 30 is \$2,127,393.

WMAA Fund Balance as of 6/30/2022					\$ 1,238,949.84
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	<u>Operating</u>	<u>Capital 999/Z403</u>	<u>EEC Project (546)</u>	<u>Capital Funds (999)</u>	
Year to date Revenues	857,103.93	703,356.00	-	-	\$ 1,560,459.93
Year to date Expenses	671,467.19	550.00	-	-	<u>\$ 672,017.19</u>

Estimated Fund Balance as of 6/30/2023					<u>\$ 2,127,392.58</u>
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	<u>Budget</u>	<u>YTD</u>		
Remaining Operating Revenues	867,500.00	857,103.93		\$ 10,396.07

	<u>Budget</u>	<u>YTD</u>	<u>Encumbrances</u>	
Remaining Operating Expenses (excluding contingences)	683,520.00	671,467.19	-	<u>\$ 12,052.81</u>

Contingency Account (Reserves for Capital Projects):				
Contingency - General			10,000.00	
T Hangar Repairs			5,000.00	
Reserves for ABC Mnct/Repairs			-	
Reserves for Capital Projects			<u>89,200.00</u>	<u>\$ 104,200.00</u>

Ending Fund Balance as of 6/30/2023					<u>\$ 2,021,535.84</u>
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Other Expected Expenses:	<u>Estimated amount</u>	<u>Spent</u>	
FY23 Design for Hangar Park Taxilane	2,500.00		\$ 2,500.00
FY23 Wetland Mitigation N. Hangar Taxilane	10,350.00		\$ 10,350.00
FY23 Approach Light - Gravel Path	40,000.00		\$ 40,000.00
FY23 Runway/Taxiway Painting	15,000.00		\$ 15,000.00
FY23 Entryway Improvements	<u>5,000.00</u>		<u>\$ 5,000.00</u>

Ending Fund balance after expected capital expenses					<u>\$ 1,948,685.84</u>
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Budget Performance Report

Fiscal Year to Date 06/30/23

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 YTD
Fund Z01 - WMAA (Airport) General Fund										
REVENUE										
Department 999 - Airport Capital Projects										
420502.24	Federal Grant FAA Capital	138,000.00	(138,000.00)	.00	.00	.00	.00	.00	+++	245,019.74
430502.24	State Grant MDOT State Capital	2,500.00	(2,500.00)	.00	.00	.00	.00	.00	+++	42,233.35
Department 999 - Airport Capital Projects Totals		\$140,500.00	(\$140,500.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$287,253.09
REVENUE TOTALS		\$140,500.00	(\$140,500.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$287,253.09
EXPENSE										
Department 999 - Airport Capital Projects										
Division 045 - Runway										
730974.0	Land Improvements General	213,350.00	(213,350.00)	.00	.00	.00	550.00	(550.00)	+++	341,316.75
Division 045 - Runway Totals		\$213,350.00	(\$213,350.00)	\$0.00	\$0.00	\$0.00	\$550.00	(\$550.00)	+++	\$341,316.75
Department 999 - Airport Capital Projects Totals		\$213,350.00	(\$213,350.00)	\$0.00	\$0.00	\$0.00	\$550.00	(\$550.00)	+++	\$341,316.75
EXPENSE TOTALS		\$213,350.00	(\$213,350.00)	\$0.00	\$0.00	\$0.00	\$550.00	(\$550.00)	+++	\$341,316.75
Fund Z01 - WMAA (Airport) General Fund Totals										
REVENUE TOTALS		140,500.00	(140,500.00)	.00	.00	.00	.00	.00	+++	287,253.09
EXPENSE TOTALS		213,350.00	(213,350.00)	.00	.00	.00	550.00	(550.00)	+++	341,316.75
Fund Z01 - WMAA (Airport) General Fund Totals		(\$72,850.00)	\$72,850.00	\$0.00	\$0.00	\$0.00	(\$550.00)	\$550.00		(\$54,063.66)
Fund Z403 - WMAA (Airport) Capital Projects										
REVENUE										
Department 595 - Airport Projects										
Division 045 - Runway										
450582.ST	Contributions from Other Govts City of Holland-Other	.00	703,400.00	703,400.00	.00	.00	703,356.00	44.00	100	.00
Division 045 - Runway Totals		\$0.00	\$703,400.00	\$703,400.00	\$0.00	\$0.00	\$703,356.00	\$44.00	100%	\$0.00
Department 595 - Airport Projects Totals		\$0.00	\$703,400.00	\$703,400.00	\$0.00	\$0.00	\$703,356.00	\$44.00	100%	\$0.00
REVENUE TOTALS		\$0.00	\$703,400.00	\$703,400.00	\$0.00	\$0.00	\$703,356.00	\$44.00	100%	\$0.00
EXPENSE										
Department 595 - Airport Projects										
Division 045 - Runway										
722807.2	Contractual-Architect/Engineer Plan Development	.00	15,000.00	15,000.00	.00	.00	.00	15,000.00	0	.00
722807.5	Contractual-Architect/Engineer Engineering	.00	111,600.00	111,600.00	.00	.00	.00	111,600.00	0	.00
770956.0	Contingency General	.00	50,000.00	50,000.00	.00	.00	.00	50,000.00	0	.00
Division 045 - Runway Totals		\$0.00	\$176,600.00	\$176,600.00	\$0.00	\$0.00	\$0.00	\$176,600.00	0%	\$0.00
Department 595 - Airport Projects Totals		\$0.00	\$176,600.00	\$176,600.00	\$0.00	\$0.00	\$0.00	\$176,600.00	0%	\$0.00
EXPENSE TOTALS		\$0.00	\$176,600.00	\$176,600.00	\$0.00	\$0.00	\$0.00	\$176,600.00	0%	\$0.00
Fund Z403 - WMAA (Airport) Capital Projects Totals										
REVENUE TOTALS		.00	703,400.00	703,400.00	.00	.00	703,356.00	44.00	100%	.00
EXPENSE TOTALS		.00	176,600.00	176,600.00	.00	.00	.00	176,600.00	0%	.00
Fund Z403 - WMAA (Airport) Capital Projects Totals		\$0.00	\$526,800.00	\$526,800.00	\$0.00	\$0.00	\$703,356.00	(\$176,556.00)		\$0.00



Budget Performance Report

Fiscal Year to Date 06/30/23

Exclude Rollup Account

Grand Totals									
REVENUE TOTALS	140,500.00	562,900.00	703,400.00	.00	.00	703,356.00	44.00	100%	287,253.09
EXPENSE TOTALS	213,350.00	(36,750.00)	176,600.00	.00	.00	550.00	176,050.00	0%	341,316.75
Grand Totals	(\$72,850.00)	\$599,650.00	\$526,800.00	\$0.00	\$0.00	\$702,806.00	(\$176,006.00)		(\$54,063.66)

Fund Equity Changes Report

Through 06/30/23
 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	100,000.00	25,000.00	.00	125,000.00				
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	1,138,949.84	.00	25,000.00	1,113,949.84				
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	\$1,238,949.84	\$25,000.00	\$25,000.00	\$1,238,949.84	\$0.00	\$857,103.93	\$672,017.19	\$1,424,036.58
Fund Type	GENERAL FUND Totals	\$1,238,949.84	\$25,000.00	\$25,000.00	\$1,238,949.84	\$0.00	\$857,103.93	\$672,017.19	\$1,424,036.58
Fund Type	CAPITAL PROJECT FUNDS								
Fund	Z403 - WMAA (Airport) Capital Projects								
342390	Fund Balance-Unassigned	.00	.00	.00	.00				
Fund	Z403 - WMAA (Airport) Capital Projects Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$703,356.00	\$0.00	\$703,356.00
Fund Type	CAPITAL PROJECT FUNDS Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$703,356.00	\$0.00	\$703,356.00
Fund Category	GOVERNMENTAL Totals	\$1,238,949.84	\$25,000.00	\$25,000.00	\$1,238,949.84	\$0.00	\$1,560,459.93	\$672,017.19	\$2,127,392.58
Grand Totals		\$1,238,949.84	\$25,000.00	\$25,000.00	\$1,238,949.84	\$0.00	\$1,560,459.93	\$672,017.19	\$2,127,392.58



Budget Performance Report

Fiscal Year to Date 06/30/23

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 YTD
Fund Z01 - WMAA (Airport) General Fund										
REVENUE										
Department 000 - General Revenues										
420528	Federal Grant - Other	.00	148,000.00	148,000.00	148,000.00	.00	148,000.00	.00	100	57,000.00
440573	State-Reim Local PPT Tax Loss	19,400.00	1,300.00	20,700.00	.00	.00	20,788.54	(88.54)	100	20,138.29
450582.C	Contributions from Other Govts From City of Holland	123,100.00	(2,300.00)	120,800.00	.00	.00	120,790.68	9.32	100	115,811.84
450582.P	Contributions from Other Govts From Park Township	120,000.00	3,600.00	123,600.00	.00	.00	123,616.47	(16.47)	100	116,989.72
450582.Z	Contributions from Other Govts From City of Zeeland	63,000.00	19,200.00	82,200.00	.00	.00	82,204.98	(4.98)	100	80,177.58
460626.Y	Fees-Finance/Mgmt Treas Fee-Recovery Court Costs	.00	.00	.00	.00	.00	.00	.00	+++	84.40
460647.7	Sales Sale of Merchandise-Taxable	.00	.00	.00	.00	.00	.00	.00	+++	10.60
460654.1	Franchise Fees FBO Franchise Fees	25,500.00	2,000.00	27,500.00	2,289.93	.00	25,189.23	2,310.77	92	24,909.60
460654.5	Franchise Fees Fuel Flowage Fee	70,000.00	10,000.00	80,000.00	7,943.43	.00	76,994.72	3,005.28	96	82,764.66
460654.7	Franchise Fees Landing Fees	30,000.00	.00	30,000.00	3,459.02	.00	27,654.70	2,345.30	92	29,296.91
480665.0	Investment Income General	8,000.00	15,000.00	23,000.00	.00	.00	21,532.34	1,467.66	94	7,694.78
480665.X	Investment Income Market Adjustment	.00	.00	.00	.00	.00	.00	.00	+++	(29,236.73)
480669.A	Rental Airport Business Center	8,800.00	.00	8,800.00	804.39	.00	8,848.29	(48.29)	101	8,750.16
480669.24	Rental Hangar Land Lease	116,000.00	12,500.00	128,500.00	1,905.20	.00	128,488.33	11.67	100	64,330.44
480669.25	Rental Agricultural Land Lease	12,600.00	900.00	13,500.00	.00	.00	12,209.21	1,290.79	90	13,363.74
480669.26	Rental T-Hangars	58,000.00	.00	58,000.00	.00	.00	58,080.00	(80.00)	100	57,653.33
480671	Lease Interest	.00	.00	.00	.00	.00	.00	.00	+++	15,871.00
490685.1	Recoveries Insurance	.00	.00	.00	.00	.00	.00	.00	+++	2,789.61
490685.2	Recoveries Other Parties	.00	2,700.00	2,700.00	.00	.00	2,702.96	(2.96)	100	1,656.74
490692.0	Miscellaneous General	.00	200.00	200.00	.00	.00	3.48	196.52	2	212.54
Department 000 - General Revenues Totals		\$654,400.00	\$213,100.00	\$867,500.00	\$164,401.97	\$0.00	\$857,103.93	\$10,396.07	99%	\$670,269.21
REVENUE TOTALS		\$654,400.00	\$213,100.00	\$867,500.00	\$164,401.97	\$0.00	\$857,103.93	\$10,396.07	99%	\$670,269.21
EXPENSE										
Department 540 - Airport Operations										
710701.0	Payroll-Regular General	141,737.00	(27,937.00)	113,800.00	6,765.84	.00	82,220.97	31,579.03	72	74,295.56
710707.0	Payroll-Temporary Help General	.00	42,000.00	42,000.00	4,560.00	.00	37,437.50	4,562.50	89	18,172.50
711702.0	Payroll-Vacation/PTO General	11,150.00	.00	11,150.00	375.88	.00	9,451.60	1,698.40	85	8,233.91
711703	Payroll-Holidays	4,800.00	.00	4,800.00	615.88	.00	4,131.48	668.52	86	2,149.45
711716.1	Insurance Health	18,000.00	.00	18,000.00	250.00	.00	3,000.00	15,000.00	17	3,000.00
711716.2	Insurance Dental	420.00	(420.00)	.00	.00	.00	.00	.00	+++	.00
711718.1	Retirement Contribution MERS	12,810.00	(5,110.00)	7,700.00	601.40	.00	7,270.73	429.27	94	6,774.31
711720	Insurance-Income Protection	1,670.00	.00	1,670.00	(18.50)	.00	(222.00)	1,892.00	-13	779.95
712715	Employer FICA/Medicare Contribution	12,250.00	(1,650.00)	10,600.00	961.42	.00	10,422.50	177.50	98	8,097.63
712723	Unemployment Comp Insurance	48.00	(48.00)	.00	.00	.00	.00	.00	+++	1.90
712724	Workers Comp Insurance	715.00	(515.00)	200.00	.00	.00	94.00	106.00	47	.10
721730.0	Postage General	.00	100.00	100.00	.00	.00	21.38	78.62	21	62.03
721740.0	Operating Supplies General	1,000.00	2,200.00	3,200.00	295.91	.00	3,484.28	(284.28)	109	3,136.68
721740.CAP	Operating Supplies Controlled Items-Capital Type	1,600.00	200.00	1,800.00	.00	.00	.00	1,800.00	0	.00

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund Z01 - WMAA (Airport) General Fund										
EXPENSE										
Department 540 - Airport Operations										
721905.0	Photocopies/In-House Printing General	.00	100.00	100.00	.00	.00	.00	100.00	0	.00
721931.0	Bldg & Grnds Maint General	5,000.00	13,500.00	18,500.00	11,846.46	.00	24,235.68	(5,735.68)	131	5,532.56
721933.0	Equipment Maintenance General	16,000.00	.00	16,000.00	1,268.00	.00	16,394.76	(394.76)	102	22,085.79
721933.INS	Equipment Maintenance Repairs-Insurance Claims	.00	.00	.00	.00	.00	.00	.00	+++	2,789.61
722801.9010	Contr-Printing Advertising/Promotional	40,000.00	15,000.00	55,000.00	3,821.80	.00	52,122.70	2,877.30	95	52,221.47
722804.0	Contractual-Legal General	20,000.00	20,000.00	40,000.00	297.50	.00	44,198.65	(4,198.65)	110	18,179.00
722805.1	Contractual-Finance Independent Audit	7,900.00	200.00	8,100.00	.00	.00	8,100.00	.00	100	7,900.00
722805.4	Contractual-Finance Financial Service Fees	2,000.00	.00	2,000.00	.00	.00	2,000.00	.00	100	2,000.00
722807.2	Contractual-Architect/Engineer Plan Development	.00	.00	.00	.00	.00	3,137.00	(3,137.00)	+++	8,962.75
722807.5	Contractual-Architect/Engineer Engineering	15,000.00	(15,000.00)	.00	.00	.00	115,250.21	(115,250.21)	+++	6,591.13
722808.1	Contr-Bldgs&Grnds Janitorial	.00	.00	.00	(1,335.77)	.00	209.64	(209.64)	+++	.00
722808.8	Contr-Bldgs&Grnds Tree Clearing	.00	.00	.00	.00	.00	.00	.00	+++	40,300.00
722808.MOW	Contr-Bldgs&Grnds Mowing	30,000.00	15,000.00	45,000.00	.00	.00	34,346.89	10,653.11	76	44,593.13
722808.MTCE	Contr-Bldgs&Grnds Maintenance-General Repairs	23,000.00	.00	23,000.00	.00	.00	19,552.55	3,447.45	85	25,446.78
722808.SNOW	Contr-Bldgs&Grnds Snowplowing	50,000.00	2,200.00	52,200.00	.00	.00	52,966.01	(766.01)	101	56,970.51
722809.61	Contractual-Misc Management Services	28,000.00	5,000.00	33,000.00	(2,078.63)	.00	30,969.96	2,030.04	94	27,831.37
722809.62	Contractual-Misc Airport Manager-Tulip City Air	2,000.00	.00	2,000.00	.00	.00	1,333.38	666.62	67	1,657.49
723850.0	Communications Telephone	600.00	100.00	700.00	36.99	.00	684.04	15.96	98	441.97
723850.CELL	Communications Cellular	1,200.00	.00	1,200.00	.00	.00	600.00	600.00	50	1,200.00
723850.WIFI	Communications WIFI Internet Connection	.00	400.00	400.00	.00	.00	312.50	87.50	78	.00
723860.0	Travel, Conf, Seminars General	3,000.00	300.00	3,300.00	40.00	.00	3,326.43	(26.43)	101	2,405.57
723910.0	Commercial Insurance Premiums General	27,500.00	4,300.00	31,800.00	.00	.00	31,794.00	6.00	100	27,308.00
723920.GAS	Public Utilities Natural Gas	.00	100.00	100.00	.00	.00	58.36	41.64	58	.00
723920.GATE	Public Utilities Fence Gates	500.00	300.00	800.00	42.42	.00	824.62	(24.62)	103	526.03
723920.LAND	Public Utilities Landing Lights & System	3,500.00	1,000.00	4,500.00	231.41	.00	3,663.48	836.52	81	3,311.51
723920.PLOT	Public Utilities Parking Lot Lights	1,000.00	(300.00)	700.00	52.91	.00	617.71	82.29	88	1,289.08
723920.RUNW	Public Utilities Runway Lights	5,000.00	1,000.00	6,000.00	487.27	.00	5,819.29	180.71	97	5,303.41
723920.THAN	Public Utilities T-Hangars	5,000.00	1,000.00	6,000.00	434.49	.00	5,938.00	62.00	99	6,634.27
723942.0	Building Rental/Lease General	1,000.00	.00	1,000.00	.00	.00	1,000.00	.00	100	1,000.00
723955.0	Misc. General	2,000.00	4,700.00	6,700.00	381.07	.00	7,135.94	(435.94)	107	3,979.92
723955.T	Misc. T-HANGAR REPAIRS	.00	5,000.00	5,000.00	.00	.00	.00	5,000.00	0	.00
723955.MTG	Misc. Meetings	.00	2,100.00	2,100.00	.00	.00	.00	2,100.00	0	.00
723961.0	Dues & Subscriptions General	2,000.00	500.00	2,500.00	630.07	.00	3,020.13	(520.13)	121	1,665.97
723963.2	Write-Offs Uncoll Property Taxes	.00	.00	.00	.00	.00	.00	.00	+++	80.77
723963.3	Write-Offs Court Fees A/R or PP Pursuit	.00	.00	.00	.00	.00	.00	.00	+++	84.40
723964.2	Refunds Property Tax Prior Years	.00	300.00	300.00	.00	.00	243.25	56.75	81	58.46
730977.0	Machinery & Equipment General	.00	600.00	600.00	.00	.00	510.92	89.08	85	.00
770956.0	Contingency General	104,200.00	(54,200.00)	50,000.00	.00	.00	.00	50,000.00	0	.00

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund Z01 - WMAA (Airport) General Fund										
EXPENSE										
Department 540 - Airport Operations Totals		\$601,600.00	\$32,020.00	\$633,620.00	\$30,563.82	\$0.00	\$627,678.54	\$5,941.46	99%	\$503,054.97
Department 541 - Business Center										
721931.GRND	Bldg & Grnds Maint Grounds Maintenance	5,000.00	.00	5,000.00	946.75	.00	4,233.96	766.04	85	6,509.91
721933.0	Equipment Maintenance General	5,000.00	(5,000.00)	.00	.00	.00	.00	.00	+++	2,342.70
722808.1	Contr-Bldgs&Grnds Janitorial	7,500.00	1,500.00	9,000.00	2,139.91	.00	9,614.68	(614.68)	107	10,164.32
723850.0	Communications Telephone	2,600.00	1,200.00	3,800.00	240.00	.00	2,400.00	1,400.00	63	2,952.50
723850.WIFI	Communications WIFI Internet Connection	2,700.00	900.00	3,600.00	312.50	.00	3,677.50	(77.50)	102	3,677.50
723920.BPW	Public Utilities BPW	18,000.00	4,000.00	22,000.00	1,657.72	.00	17,647.27	4,352.73	80	16,663.42
723920.GAS	Public Utilities Natural Gas	4,500.00	2,000.00	6,500.00	107.64	.00	6,215.24	284.76	96	6,359.19
Department 541 - Business Center Totals		\$45,300.00	\$4,600.00	\$49,900.00	\$5,404.52	\$0.00	\$43,788.65	\$6,111.35	88%	\$48,669.54
EXPENSE TOTALS		\$646,900.00	\$36,620.00	\$683,520.00	\$35,968.34	\$0.00	\$671,467.19	\$12,052.81	98%	\$551,724.51
Fund Z01 - WMAA (Airport) General Fund Totals										
REVENUE TOTALS		654,400.00	213,100.00	867,500.00	164,401.97	.00	857,103.93	10,396.07	99%	670,269.21
EXPENSE TOTALS		646,900.00	36,620.00	683,520.00	35,968.34	.00	671,467.19	12,052.81	98%	551,724.51
Fund Z01 - WMAA (Airport) General Fund Totals		\$7,500.00	\$176,480.00	\$183,980.00	\$128,433.63	\$0.00	\$185,636.74	(\$1,656.74)		\$118,544.70
Grand Totals										
REVENUE TOTALS		654,400.00	213,100.00	867,500.00	164,401.97	.00	857,103.93	10,396.07	99%	670,269.21
EXPENSE TOTALS		646,900.00	36,620.00	683,520.00	35,968.34	.00	671,467.19	12,052.81	98%	551,724.51
Grand Totals		\$7,500.00	\$176,480.00	\$183,980.00	\$128,433.63	\$0.00	\$185,636.74	(\$1,656.74)		\$118,544.70



Trial Balance Listing

Through 06/30/23
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	1,278,221.67	1,582,747.20	1,402,556.20	1,458,412.67	1,278,221.67
113040.0	Accounts Receivable General	16,604.24	370,479.82	368,755.56	18,328.50	16,604.24
11304P	Accounts Receivable In/Out	.00	.00	.30	(.30)	.00
114026.2015	Taxes Receivable 2015	.15	.00	.15	.00	.15
114026.2016	Taxes Receivable 2016	.88	.00	.67	.21	.88
114026.2017	Taxes Receivable 2017	35.33	.00	.00	35.33	35.33
114026.2018	Taxes Receivable 2018	28.43	.00	.24	28.19	28.43
114026.2019	Taxes Receivable 2019	36.03	.00	.00	36.03	36.03
114026.2020	Taxes Receivable 2020	42.38	.00	3.33	39.05	42.38
114026.2021	Taxes Receivable 2021	50.01	.00	38.11	11.90	50.01
114031	Allowance for Uncollectible Taxes	(190.64)	.00	.00	(190.64)	(190.64)
118123	Prepaid Items	1,036.33	449.99	1,486.32	.00	1,036.33
119073.2	Due from Local Govt Units Due from Park Township	6.48	123,622.95	123,629.43	.00	6.48
119073.3	Due from Local Govt Units Due from Zeeland City	15.34	82,204.98	82,220.32	.00	15.34
119078.0	Due from State of Michigan General	162.51	.00	162.51	.00	162.51
119078.1	Due from State of Michigan Due from State-Aeronautics	36,619.68	.00	31,431.89	5,187.79	36,619.68
11D062	Lease Receivable	2,612,568.00	.00	.00	2,612,568.00	2,612,568.00
<i>CURRENT ASSETS Totals</i>		\$3,945,236.82	\$2,159,504.94	\$2,010,285.03	\$4,094,456.73	\$3,945,236.82
<i>CURRENT LIABILITIES</i>						
210202.0	Accounts Payable General	(15,635.79)	505,683.62	490,047.83	.00	(15,635.79)
211202	Contracts Payable	(18,070.47)	18,070.47	.00	.00	(18,070.47)
212257.0	Accrued Wages Payable General	(3,745.05)	3,745.05	.00	.00	(3,745.05)
212262.1	Accrued Fringes Payable FICA-Social Security/Medicare	(240.58)	240.58	.00	.00	(240.58)
212262.4	Accrued Fringes Payable Pension	(251.60)	251.60	.00	.00	(251.60)
21B339.0	Deferred Revenue General	(21,339.49)	9,887.70	.00	(11,451.79)	(21,339.49)
<i>CURRENT LIABILITIES Totals</i>		(\$59,282.98)	\$537,879.02	\$490,047.83	(\$11,451.79)	(\$59,282.98)
<i>OTHER LIABILITIES</i>						
230365	Deferred Inflow of Resources-Lease	(2,647,004.00)	.00	.00	(2,647,004.00)	(2,647,004.00)
<i>OTHER LIABILITIES Totals</i>		(\$2,647,004.00)	\$0.00	\$0.00	(\$2,647,004.00)	(\$2,647,004.00)
<i>FUND BALANCE</i>						
341390.ABC	Fund Balance - Assigned (By Action) Business Center Maintenance	(100,000.00)	.00	25,000.00	(125,000.00)	(100,000.00)
342390	Fund Balance-Unassigned	(1,138,949.84)	25,000.00	.00	(1,113,949.84)	(1,138,949.84)
<i>FUND BALANCE Totals</i>		(\$1,238,949.84)	\$25,000.00	\$25,000.00	(\$1,238,949.84)	(\$1,238,949.84)
	Fund Revenues	.00	711,728.53	1,568,832.46	(857,103.93)	.00
	Fund Expenses	.00	672,327.97	12,275.14	660,052.83	.00
Fund Z01 - WMAA (Airport) General Fund Totals		\$0.00	\$4,106,440.46	\$4,106,440.46	\$0.00	\$0.00



Trial Balance Listing

Through 06/30/23
Detail Balance Sheet Listing
Exclude Rollup Account

Grand Totals	\$0.00	\$4,106,440.46	\$4,106,440.46	\$0.00	\$0.00
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Trial Balance Listing

Through 06/30/23
Detail Balance Sheet Listing
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund	Z403 - WMAA (Airport) Capital Projects					
	<i>CURRENT ASSETS</i>					
110001.675	Cash Due from Cash/Inv Pool	.00	703,356.00	.00	703,356.00	.00
	<i>CURRENT ASSETS Totals</i>	\$0.00	\$703,356.00	\$0.00	\$703,356.00	\$0.00
	<i>CURRENT LIABILITIES</i>					
210202.0	Accounts Payable General	.00	.00	.00	.00	.00
	<i>CURRENT LIABILITIES Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<i>FUND BALANCE</i>					
342390	Fund Balance-Unassigned	.00	.00	.00	.00	.00
	<i>FUND BALANCE Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	P/Y Fund Equity Adjustment	.00	.00	.00	.00	.00
	Fund Revenues	.00	.00	703,356.00	(703,356.00)	.00
	Fund Expenses	.00	.00	.00	.00	.00
Fund	Z403 - WMAA (Airport) Capital Projects Totals	\$0.00	\$703,356.00	\$703,356.00	\$0.00	\$0.00
	Grand Totals	\$0.00	\$703,356.00	\$703,356.00	\$0.00	\$0.00

City of Holland
Payment Batch Register
Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON
Batch Date: 06/08/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON					
Check	06/08/2023	80669 Accounts Payable	ARR AVIATION BIV		10,350.88
	Invoice	Date	Description		Amount
	2023-00003192	05/31/2023	AIRPORT - MAY 2023 SERVICES		9,798.38
	23-009307	06/08/2023	JUNE PHONE AND WIFI FOR AIRPORT		552.50
Check	06/08/2023	80670 Accounts Payable	CUNNINGHAM DALMAN P.C.		2,047.50
	Invoice	Date	Description		Amount
	324035	05/31/2023	AIRPORT LEGAL		2,047.50
Check	06/08/2023	80671 Accounts Payable	HOLLAND BOARD OF PUBLIC WORKS		2,643.28
	Invoice	Date	Description		Amount
	2023-00003193	05/31/2023	AIRPORT UTILITIES DUE 6/8/23		2,643.28
Check	06/08/2023	80672 Accounts Payable	MULDER , LOIS		60.00
	Invoice	Date	Description		Amount
	2023-00003194	05/31/2023	3 DOZEN MULDER'S MORSELS		60.00
Check	06/08/2023	80673 Accounts Payable	PERMA GREEN		175.50
	Invoice	Date	Description		Amount
	123385	05/31/2023	AIRPORT - FERTILIZER		175.50
Check	06/08/2023	80674 Accounts Payable	SMALL BUSINESS ASSOCIATION OF MICHIGAN		199.99
	Invoice	Date	Description		Amount
	2023-00003195	06/08/2023	JULY SERVICE SBAM ID 234212		199.99
Check	06/08/2023	80675 Accounts Payable	VHM ENTERPRISES INC.		594.50
	Invoice	Date	Description		Amount
	18038	06/08/2023	AIRPORT JUNE SERVICES		594.50
Check	06/08/2023	80676 Accounts Payable	WEST MICHIGAN UNIFORM		251.59
	Invoice	Date	Description		Amount
	378823	05/31/2023	AIRPORT - MAY STMT		251.59
CITY AP - HUNT PAYABLES ACCT-HUNTINGTON Totals:			Transactions: 8		\$16,323.24

City of Holland
Payment Batch Register
Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON
Batch Date: 06/08/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Checks:		8			\$16,323.24

City of Holland
Payment Batch Register
 Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON
 Batch Date: 06/29/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON					
EFT	06/29/2023	10700 Accounts Payable	FIFTH THIRD BANK - CREDIT CARD - ACH	072499952 / 7661394601	897.06
	Invoice	Date	Description	Check Sort Code	Amount
	2023-00003389	05/31/2023	AIRPORT - MAY 2023 CREDIT CARD STMT		897.06
EFT	06/29/2023	10701 Accounts Payable	SEMCO ENERGY GAS COMPANY - ACH	072499952 / 7661394601	107.64
	Invoice	Date	Description	Check Sort Code	Amount
	2023-00003390	06/29/2023	AIRPORT - JUNE READ DATE		107.64
CITY AP - HUNT PAYABLES ACCT-HUNTINGTON Totals:			Transactions: 2		\$1,004.70
EFTs:		2	\$1,004.70		