# 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
	January 8 <sup>th</sup> , 2024
	11:30 a.m. –1:00 p.m.
Authority	60 Geurink Blvd. Holland, MI 49423
Members	https://us06web.zoom.us/j/83777032853
City of Holland	1. Roll Call
Scott Corbin Charles Murray Quincy Byrd	2. Public Comment.
City of Zeeland	3. Election of Officers.
Kevin Klynstra Beth Blanton Al Dannenberg	4. Recognition of Kevin Klynstra and His Service to the Board.
Park Township	5. Approval of Agenda (Action Requested).
Elisa Hoekwater Skip Keeter Ken Brandsen	<ul> <li>6. Consent Agenda (Action Requested):</li> <li>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</li> </ul>
Ex-officio	with one motion, unless requested otherwise by the public or a Board Member, in
Jim Storey Lucy Ebel	which event the item will be removed from the consent agenda and placed on as a regular agenda item.
	a. December 11th Meeting Minutes to be included in February Meeting packet.
	7. Avflight Fuel Farm Agreement & First Amendment to FBO Agreement (Action Requested).
	8. Millage Research Consultant (Action Requested).
	<ol> <li>Approval of Mid-Year Budget Amendments (Action Requested).</li> </ol>
	10. FY25 Budget Schedule (Action Requested).
	11. RAISE Grant Application with Radius Advisory Group (Action Requested).

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.



- Comprising City of Zeeland, Park Township and City of Holland
  - 12. Community Engagement & Operations Specialist Search: Update (No Action).
  - 13. FBO & Field Operations Report (Action Requested).
  - 14. Financial Reports & Monthly Expenses (Action Requested).
  - 15. Updates from Board.
  - 16. Other Business:
  - 17. Adjourn.

Next Meeting will be held February 12th, 2024.



January 8<sup>th</sup>, 2024

# **REPORT 3**

To: West Michigan Airport Authority Board.
From: Amanda VanLaar, Sustainability and Operations Specialist.
Subject: Election of Officers for 2023.

The Airport Authority by-laws require annual election of the Board Chairperson, Vice-Chairperson, Secretary and Treasurer. The 2023-24 holders of these positions are:

Chairperson	Kevin Klynstra, Zeeland
Vice-Chairperson	Scott Corbin, City of Holland
Secretary	Beth Blanton, City of Zeeland
Treasurer	Lynn McCammon, City of Holland Finance Director

The process for electing Officers is as follows:

- 1. The **Chairperson** opens the floor for nominations for one position at a time.
- Individual Board members may make a nomination simply by saying "I nominate \_\_\_\_\_\_ for the position of \_\_\_\_\_\_. A second is not needed for a nomination.
- 3. Once all nominations are received, the **Chairperson closes** the nominations for the position.
- 4. Then <u>a Board member may make a motion to elect any one of the nominees</u> for the particular position. **This motion needs to be seconded**. If the motion is seconded and receives at least 5 votes, this nominee is elected to the position. The remaining nominees, if any, are not voted on.
- 5. If none of the nominees receives 5 votes, then the process starts anew.

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

January 8th, 2024



**REPORT 7** 

То:	West Michigan Airport Authority Board.
From:	Aaron Thelenwood, Director.
Subject:	Avflight Fuel Farm Lease and First Amendment to the FBO Agreement.

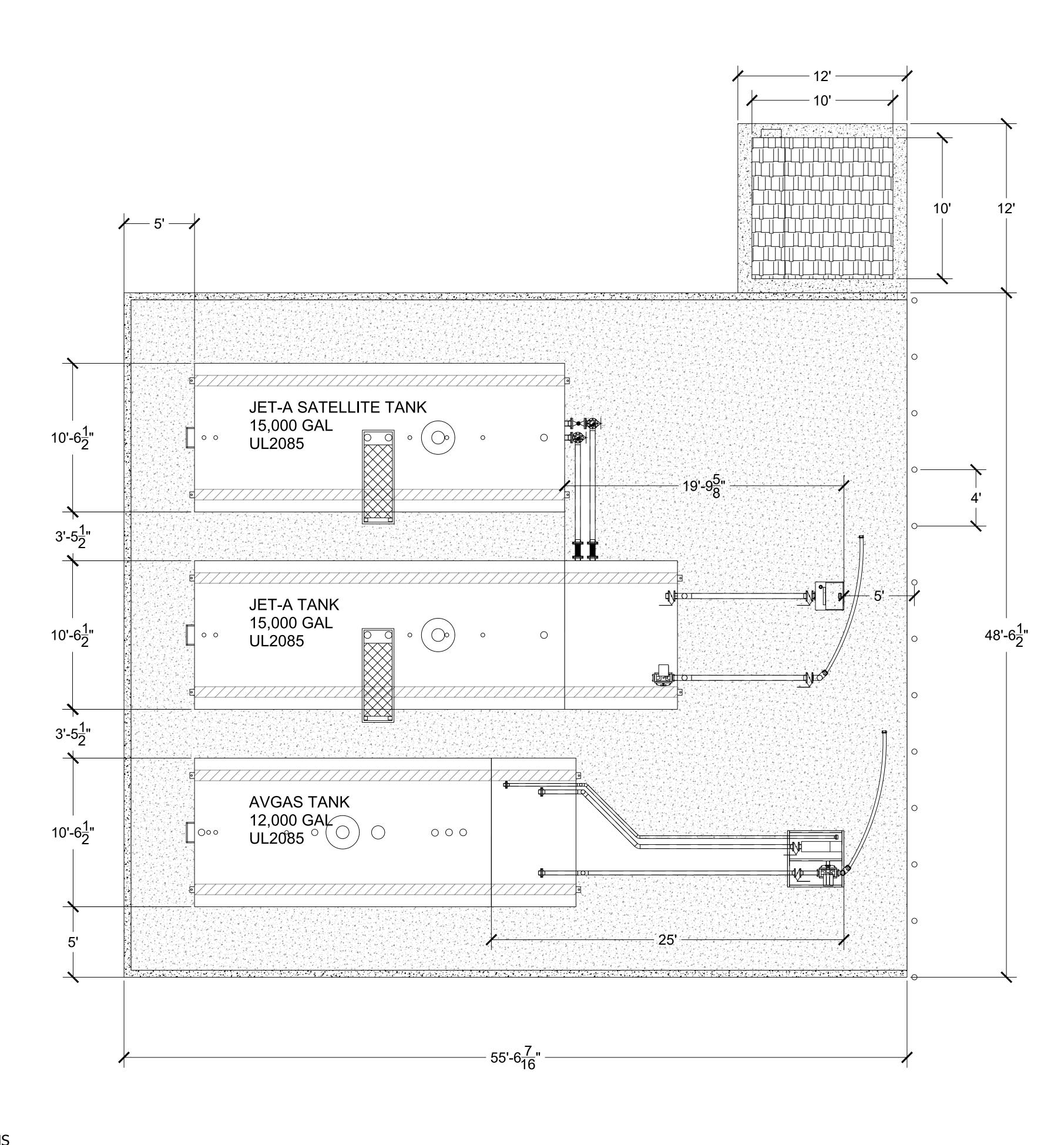
Avflight has submitted a request to install a new above ground fuel farm on field and retire the existing underground fuel farm carried over from the prior FBO agreement. Current Airport fuel standards require all new tanks to be above ground. The existing fuel farm is likely approaching the end of it's serviceable life and is in a location (directly across from the new Fogg Hangar door) that has raised concerns from MDOT-AERO.

The new proposed location would be on the west side of the field, south of the new Fogg hangar, away from significant traffic. The new proposal would be to remove the existing 15,000G jet fuel tank and AvGas tank with up to two new 15,000G jet fuel tanks and one new 12,000G AvGas tank. This would double jet fuel capacity on field, increasing availability of fuel for users while decreasing the amount of downtime needed to restock fuel. Certain lights near the taxiway will need to be relocated for this project, which Avflight will be responsible for at their cost.

The location and proposal have been reviewed both by the Building & Development Committee and the Airport's Engineering Consultant (Mead & Hunt) and has been approved for recommendation to the Board.

Attached are the updated fuel farm lease agreements as well as first amendment to the FBO Agreement. The lease outlines the details of the new ground lease for relocating the fuel farm, and the first Amendment addresses technical items related to references of the fuel farm in the existing FBO agreement as presented. Under the terms of the lease, Avflight is required to comply with all federal, state, and local laws dealing with the storage and distribution of fuel, and fully indemnify and hold harmless the Airport Authority.

**Recommendation:** It is recommended that the Authority Board approve the fuel farm lease and first amendment to the FBO agreement, as presented, subject to final approval as to form by the airport's attorney's office.



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# DESCRIPTION

Scale: 1/4" = 1.0'

# FUEL FARM LEASE AGREEMENT

This Fuel Farm Lease Agreement (this "<u>Lease Agreement</u>") is made and entered into with an effective date of \_\_\_\_\_\_, 20\_\_\_, by and between the **WEST MICHIGAN AIRPORT AUTHORITY**, a Community Airport Authority under Act 206 of the Public Acts of 1957 (the "<u>Authority</u>"), and **AVFLIGHT HOLLAND CORPORATION**, a Michigan corporation, with its principal place of business located at 47 W. Ellsworth Rd., Ann Arbor, MI 48108 (the "<u>Grantee</u>").

# **RECITALS**

The Authority operates the West Michigan Regional Airport located in the City of Holland, County of Allegan, State of Michigan (the "<u>Airport</u>").

WHEREAS, the parties hereto have entered into a Fixed Base Operator and Lease Agreement with an effective date of July 12, 2023 (the "<u>Agreement</u>"), whereby Grantee operates and provides services at certain premises at the Airport; and

WHEREAS, Grantee desires to occupy and utilize certain space at the Airport upon the terms and conditions set forth in this Agreement to conduct fueling operations at the Airport; and

WHEREAS, Grantee will use the premises only for the uses and purposes set forth in the Agreement, and this Lease Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS BETWEEN THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

#### 1. <u>TERM</u>.

This Lease Agreement shall be effective on \_\_\_\_\_, 20\_\_ (the "<u>Effective</u> <u>Date</u>"). The term of this Lease Agreement shall commence on the Effective Date and continue until the expiration date, or earlier termination, of the Agreement (the "<u>Term</u>"); provided, however, that in the event the Authority decides to move Grantee's fuel storage area to a different location on the Airport, the Authority shall have the right and option upon not less than ninety (90) days notice to Grantee to terminate this Lease Agreement and to offer to Grantee substantially equivalent space in such new location and to move Grantee's facility at the Authority's expense. The agreement between the Authority and Grantee relative to Grantee's space at the new location shall be on rental terms and conditions offered to all users thereof.

### 2. <u>HOLDING OVER</u>.

If Grantee should hold over and continue in possession of the Premises (defined below) after expiration of the Term of this Lease Agreement, Grantee's continued occupancy of the Premises shall be deemed merely a tenancy from month-to-month and subject to all the terms and conditions of this Lease Agreement. If Grantee shall hold over and fail to surrender the Premises upon the expiration or termination of this Lease Agreement without the Authority's consent, then, in addition to any other liabilities owed to the Authority arising therefrom, Grantee shall and does hereby agree to indemnify, defend, and hold the Authority harmless from loss or liability resulting from such failure to surrender the Premises including, but not limited to, claims made by any succeeding tenant or grantee founded on such failure.

# 3. <u>PREMISES</u>.

The Authority leases to Grantee and Grantee takes from the Authority for its exclusive use as defined herein those certain Premises located at the Airport consisting of approximately \_\_\_\_\_\_ square feet of space which is defined and shown on **Exhibit**  $A^{1}$ , attached to this Lease Agreement and incorporated herein by reference (the "<u>Premises</u>").

Grantee accepts the Premises "as is" in the condition existing upon the Effective Date. Grantee's acceptance of the Premises shall be conclusive evidence that its condition is satisfactory to Grantee. The Authority makes no representation or warranty respecting the condition of the Premises.

# 4. <u>PRIVILEGES GRANTED TO GRANTEE</u>.

The Authority grants to Grantee the following rights and privileges:

A. The right to use the Premises for its exclusive use in connection with the storage, sale, and pumping of fuel and lubricants associated with its operation of a Fixed Base Operator ("<u>FBO</u>") at the Airport and for no other purpose;

B. The right of ingress and egress from the Premises for Grantee's employees, agents, and customers to the extent reasonably necessary in connection with Grantee's operations under this Lease Agreement;

C. The right to install, operate, maintain, repair, and store, subject to reasonable approval of the Authority in the interest of safety and convenience for all concerned, all equipment necessary for the conduct of Grantee's fueling operations within the Premises;

<sup>&</sup>lt;sup>1</sup> NTD: Please provide exhibit. Aaron, will the Authority or Avflight prepare this exhibit?

D. The right to use, in common with others authorized to do so, the facilities and improvements owned and constructed by the Authority which are of a public nature and available for public use;

E. The use of the Premises and any other rights, privileges, and facilities granted to Grantee herein shall be used, enjoyed, and operated by Grantee only in compliance the minimum standards and requirements set forth in the Agreement, the Minimum Standards for Fixed Base Operators and Permit Holders to Provide Aeronautical Services to the Public (the "<u>Minimum Operating Standards</u>") of the Airport, the Fueling Rules & Regulations adopted from time to time by the Authority, and any other charges, rules and regulations issued by the Authority and Federal and State aeronautical agencies, including the Federal Aviation Administration ("<u>FAA</u>"), Transportation Security Administration ("<u>TSA</u>"), Department of Homeland Security ("<u>DHS</u>"), and any other agency or entity which may have jurisdiction, in whole or in part, over the Airport, and the covenants attached as **Exhibit B**; and

F. The right to erect signs upon the Premises only with the prior written consent of the Authority which consent shall not be unreasonably withheld, conditioned, or delayed. Such signage shall be limited to promoting Grantee's on-Airport fueling and related operations. Signs with flashing lights are not permitted. Grantee, its agents or employees, shall not solicit by way of hand-held signs, direction arrows, or vehicle signs for the purpose of soliciting the purchase of an aviation service or other related activity. Any sign or advertising approved by the Authority shall remain the property of the Grantee and upon termination of this Lease Agreement, or any extension thereof, shall be removed by Grantee at no cost to the Authority.

# 5. <u>LIMITATIONS ON GRANTEE</u>.

Grantee is limited by the following conditions:

1. The Premises are not to be used for any business other than that authorized herein without the written consent of the Authority. Grantee and/or its employees may not provide a safe haven for vendors providing aeronautical and/or commercial services at the Airport as defined by the Minimum Operating Standards, as the same may be amended from time to time, without said vendor fully meeting the Minimum Operating Standards;

2. Grantee shall not do, or permit to be done, anything which may interfere with the effectiveness or accessibility of the utility, mechanical, electrical, drainage and sewer systems, fire protection system, and other systems installed or located on or in the Premises; and

3. Grantee shall not commit any nuisance or permit its employees or others on the Premises with its consent to commit or create or continue to tend to create any nuisance on the Premises in or near the Airport.

#### 5.1. <u>STRUCTURAL CONTROLS</u>.

A. All fueling facilities must at all times meet all requirements imposed by any governmental agency having jurisdiction over fueling facilities at the Airport or by any insurer providing insurance coverage to the Airport or with regard to the particular fueling facilities, and it shall be solely Grantee's responsibility and duty to comply with all applicable local, state, and federal laws, ordinances, regulations, and orders relating to fueling facilities, and Grantee shall be fully and solely responsible for its failure to comply with the same.

B. Aviation fuel storage tanks shall be above ground in a fixed location. Any tank used to store fuel for vehicles other than aircraft shall be above-ground in a fixed location or a vehicle-mounted tank of not more than 1,000 gallons.

C. All above-ground storage tanks shall have secondary containment to prevent a spill, leak or other release from reaching soil or water and comply in all respects with federal and state requirements applicable to above-ground storage tanks, and it shall be solely Grantee's responsibility and duty to comply with all applicable local, state, and federal laws, ordinances, regulations, and orders relating to above-ground storage tanks, and Grantee shall be fully and solely responsible for its failure to comply with the same. Any vehicle with a vehicle-mounted fuel storage tank shall be operated only upon paved surfaces, shall not operate upon a runway or taxiway, and shall otherwise be operated in compliance with the requirements of Section 5.2 below.

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

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

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

G. Adequate grounding wires or other approved means of reducing static electricity acceptable to the Michigan State Police Fire Marshal Division or the Michigan Department of Environment, Great Lakes, and Energy ("<u>EGLE</u>"), whichever has jurisdiction at a given time, shall be installed, inspected, and maintained.

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

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

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

K. Within ninety (90) days of completion of any new structure at the Airport, the permit holder controlling it shall submit a "significant materials list" to the Storm Water Pollution Prevention Plan ("<u>SWPPP</u>") administrator.

L. The structural controls relating to the fueling facility of the Grantee shall be subject to change, amendment, and modification in accordance with the Fueling Rules & Regulations adopted from time to time by the Authority.

# 5.2. <u>OPERATIONAL CONTROLS</u>.

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

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

C. Aviation fuel shall not be stored at the Airport in any vehicle (other than aircraft), including a Tanker, for more than 90 days at a time and a fuel transport vehicle for use at the Airport shall not be loaded with more aviation fuel than is reasonably expected to dispensed into the self-fueler's aircraft within 90 days of loading. The Authority may grant an operational waiver to this requirement based upon a written procedure submitted by the Grantee and approved by the Authority.

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

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

F. All fueling facilities shall be routinely inspected at least monthly, with a comprehensive inspection to be performed at least every six (6) months, with written inspection reports kept on file for a minimum of three years, and maintained in good and workable order and operated in a manner that minimizes the risk of accidental or intentional explosion, fire, or release of fuel or any other regulated

substance to the environment, and otherwise kept in compliance with all applicable governmental regulation, including conformance with the Spill Prevention, Control and Countermeasure Plan and registration requirements.

G. If a spill or release of fuel or any other regulated substance to the environment occurs, Grantee immediately stop and contain the spill or release, clean up the fuel or substance released, and notify the Authority of the spill or release and of the steps taken in response. Grantee shall then proceed to remediate any contaminated soil or water as promptly as reasonably possible. If a theft of fuel occurs, Grantee notify the Authority and law enforcement officials immediately upon discovering the theft.

H. No substances other than fuel for aircraft owned by Grantee or owned or operated by Grantee's customers or for other vehicles owned by the Grantee and operated solely within the Airport shall be stored in fueling facilities at the Airport and all regulated substances shall be stored only in containers approved for storage of that substance.

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

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

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

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

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

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

O. Grantee shall be required to apply, obtain, and maintain a fueling permit issued by the Authority during the Term of this Lease Agreement and shall be subject to the rules and regulations relating to fueling operations at the Airport, as presently existing or as may be amended.

#### 6. <u>**RENTAL**</u>.

Grantee shall pay the Authority for the use of the Premises described herein, a fuel flowage fee in the amount of eleven cents (\$00.11 per gallon for each gallon of gasoline or other fuel sold by Grantee during the Term without set-off, deduction, abatement, reduction, or counter-claim, which fee shall be referred to sometimes herein as "<u>rent</u>". The flowage fee shall be paid monthly by the Grantee to the Authority based upon the fuel sales for the prior month. The Grantee shall produce such documentation as shall be required by the Authority to determine the fee. The Authority may inspect the fueling facility of the Grantee, upon reasonable notice, to determine if the fueling facility is operating in good working order and is properly calibrated to measure the fuel pumped from the facility. The Authority shall have the right to audit and inspect the records of the Grantee relating to its fueling operations to ensure compliance with the terms and conditions of this paragraph and this Lease Agreement.

Annually, the Authority shall review the flowage fee to determine if an increase is required in consultation with the Grantee. The Authority has the right to increase the flowage fee after review and consultation with the Grantee. In the event the flowage fee is increased, the effective date of such increase shall be on [July 1] thereafter.

Fuel flowage fees which are not paid when due shall bear interest from the date due until paid at a rate equal to the lesser of fifteen percent (15%) per annum or the highest amount permitted by law. The payment of such interest shall neither excuse nor cure any default by Grantee under this Lease Agreement. To compensate it for increased costs it will incur, the Authority may also assess a late charge equal to five percent (5%) of the past due fuel flowage fees each time such fees are not paid when due. The Authority's collection of interest and late fees shall not bar it from declaring Grantee in default and exercising its available remedies.

# 7. <u>ADDITIONAL FEES, CHARGES, AND RENTALS</u>.

Grantee shall pay to the Authority additional fees, charges, and rentals as follows:

A. If the Authority has paid any sum or sums, or has incurred any obligation or expense, for which Grantee has agreed to pay or reimburse the Authority, or for which Grantee is otherwise responsible;

B. If the Authority is required or elects to pay any sum or sums, or incur any obligation or expense because of the failure, neglect, or refusal of Grantee to perform or fulfill any of the premises, terms, conditions, or covenants required of it; and

C. Pursuant to any separate agreement between the parties not contained in this Lease Agreement.

#### 8. <u>TAXES</u>.

Grantee covenants and agrees that it will pay, when due, all taxes which may be lawfully assessed pursuant to law against the Premises, or against the buildings, improvements, and personal property located on the Premises or against any business and activities conducted by Grantee.

## 9. <u>INDEMNITY AND INSURANCE</u>.

Grantee shall indemnify, protect, defend, and hold the Authority and the City of Holland completely harmless from and against liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of the use or occupancy of the Premises or the Airport by Grantee, or the acts or omissions of Grantee, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, except to the extent such injury, death, or damage is caused by the act or omission of the Authority, its agents, representatives, contractors, or employees. The provisions of this section shall survive the expiration or early termination of this Lease Agreement with respect to those liabilities, losses, suits, claims, judgments, fines, or demands that arise by reason of injury or death of any person or damage to any property that occur prior to the expiration or early termination of this Lease Agreement. Grantee shall bring or keep property upon the Premises solely at its own risk, and the Authority shall not under any circumstances be liable for any damages thereto or any destruction or theft thereof.

Grantee shall procure and maintain the insurance required under Section 10 and Exhibit F of the Agreement, and shall cause such insurance policies to include coverage for and otherwise apply to the Premises and this Lease Agreement. Additionally, Grantee shall procure and maintain environmental liability insurance, in the amount of five million dollars (\$5,000,000) per occurrence, and five million dollars (\$5,000,000) limit general aggregate. The provisions of Section 10 and Exhibit F of the Agreement are specifically incorporated into this Lease Agreement and will form a part of this Lease Agreement as if set forth herein in their entirety.

#### 10. <u>UTILITIES AND SERVICES</u>.

Grantee agrees to provide for its own connections with utilities and to make separate arrangements with the agencies responsible for these utilities. Grantee shall pay for all utility service supplied to the said Premises, and if required by the utility agencies as a condition of continuing said services, Grantee will install and pay for standard metering devices for the measurement of such services. In the event it shall be come necessary to make changes upon the Premises, or within the structures covered by this Lease Agreement, such as any wiring, plumbing, or similar installations, as a condition of the continuance of utility services, and Grantee desires to continue such services, Grantee will promptly make such changes and installations, at its expense, as directed and required by the utility organizations. Grantee shall pay for all utility charges, including natural gas, electricity, sewer, and water used on the Premises during the Term of this Lease Agreement. It is further agreed that the Authority shall have the right, without cost to Grantee, to install and maintain in, on, or across the Premises, sewer, water, gas, electric, and telephone lines, electric substations, street widening or other installations necessary to the operation of the Airport, or to service other tenants of the Authority. It is provided, however, that the Authority shall carry out such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Grantee's use of the Premises.

The Authority, without expense to Grantee, shall provide any necessary license or easement for telephone service or other utility service to the take-off points upon the Premises. Except as otherwise provided in this Lease Agreement, Grantee shall contract for its own utilities and shall pay all billings therefore promptly when due.

Notwithstanding the above, the Authority agrees that it shall take such action as may be reasonably required from time to time to assure Grantee that the Premises receive an uninterrupted source of gas, water, sewage, telephone, and electrical service.

#### 11. MAINTENANCE, REPAIR, AND OPERATION BY GRANTEE.

Grantee shall keep and maintain the Premises and all improvements thereon in good condition, reasonable wear and use accepted, and shall keep the Premises in a sanitary and sightly condition. Grantee shall provide for the removal of snow from its Premises. Grantee shall not place snow from its Premises on any other area of the Airport without prior written authorization.

In the event that Grantee fails to keep and maintain the Premises and improvements in good condition and repair, reasonable wear and use excepted, and in a sanitary and sightly condition for a period of thirty (30) days after written notice from the Authority to do so, the Authority, upon the expiration of such thirty (30) day period, may, but shall not be obligated to, enter upon the Premises involved and perform the obligation of Grantee, charging Grantee the reasonable cost and expense thereof, and Grantee agrees to pay the Authority such charge in addition to any other amounts payable by Grantee; provided, however, that if Grantee's failure to perform any such obligation adversely affects or endangers the health or safety of the public or of employees of the Authority in the reasonable judgment of the Authority, and if the Authority so states in its notice to Grantee, the Authority may, but shall not be obligated to, perform such obligation of Grantee at any time after the giving of such notice and without awaiting the expiration of the thirty (30) day period, and charge to Grantee, and Grantee shall pay, the reasonable cost and expense plus reasonable administrative costs of such performance.

It is further agreed that if the Authority shall perform any of Grantee's obligations in accordance with the provisions of this section, the Authority shall not be liable to Grantee for any loss of revenue to Grantee resulting from such performance.

Upon termination or expiration of this Lease Agreement, Grantee's rights herein shall cease, and Grantee shall immediately surrender the same. Except as otherwise specifically provided in this Lease Agreement, Grantee shall thereupon restore the

Premises to their condition at the initiation of this Lease Agreement, depreciation from reasonable use and wear and tear excepted. This section applies to all aspects of the Premises.

#### 12. NOTICES.

Any notice, demand, request, consent, or approval that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

TO AUTHORITY:	TO GRANTEE:
West Michigan Airport Authority	Avflight Holland Corporation
ATTN:	ATTN: Garrett Hain
60 Geurink Blvd.	47 W. Ellsworth Rd.
Holland, MI 49423	Ann Arbor, MI 48108

Either party shall have the right by giving fifteen (15) days advance written notice to the other to change the address at which it will receive such communications. Such communications shall be deemed received upon delivery, if personally delivered, or within four (4) days following deposit in the mail if sent by mail.

#### **IMPROVEMENTS OR ALTERATIONS.** 13.

Grantee agrees that all installations and equipment used in connection with the receipt, storage, and dispensing of all fuels and lubricants shall be approved in writing in advance by the Authority.

Grantee shall have the right to make additions, improvements, modifications, revisions, repairs, replacements or other alterations (collectively, an "Alteration") to facilitate business operations hereunder, subject to the prior written approval by the Authority of plans, specifications, location, type, and construction. All costs of any such Alterations shall be borne by Grantee.

Within thirty (30) days following completion of the Alteration, Grantee shall present to the Authority a complete set of reproducible "record" drawings including all amendments and changes issued during construction and including, but not limited to, specifications and shop drawings as applicable. The Authority may, in its sole discretion, require the removal of any Alterations of the Premises at Grantee's cost, upon termination of this Lease Agreement. If removal and restoration is required, the Authority shall notify Grantee as a condition of approval.

If any Alteration is made without the Authority's prior written approval, then the Authority may, in its sole and unfettered discretion, elect to take any one or more of the following actions:

Terminate this Lease Agreement and retain any security deposit; A.

- B. Refrain from any maintenance which would otherwise be the obligation of the Authority until such time as the Premises is returned to its condition prior to the Alteration;
- C. Require the Grantee to remove the Alteration and restore the Premises to its original condition; and/or
- D. Require the Grantee to change or modify the Alteration to the sole satisfaction of the Authority;
- E. Pursue any other remedy available at law or equity.

Grantee's use of outside contractors or its employees for such work will be immediately discontinued if such work results in work stoppage, picketing, or other disruption of passenger, Airport, or tenant business.

Grantee shall cause all Alterations authorized to be constructed only by a contractor properly licensed by the State of Michigan to perform the proposed work. Grantee shall be solely responsible for payment to such contractor for all elements of such construction, and shall keep the Premises free and clear of all mechanics liens resulting from any construction by or on behalf of Grantee. Notwithstanding the foregoing, Grantee shall have the right to contest, in good faith and with reasonable diligence, the validity of any lien or claimed lien, if Grantee shall give to the Authority such security as may be reasonably satisfactory to the Authority and the Authority's title insurance company to assure payment thereof and any interest thereon and to prevent any foreclosure of the lien or sale of the Premises or the Airport by reason of non-payment thereof; provided, further, however, that on final determination of the lien or claim for lien, Grantee shall immediately pay any judgment rendered with all proper costs and charges and shall have the lien released and any judgment satisfied.

#### 13.1. GENERAL PROCEDURES FOR IMPROVEMENT.

No Alterations of any kind shall be erected, placed, assembled, constructed, or permitted on the Premises until preliminary and final plans showing the type of use, location, size, and design are prepared by an architect and/or engineer licensed to practice in the State of Michigan and the plans have been approved by the Authority under procedures set out in the remainder of this section. Prior to the preparation of preliminary plans, Grantee shall contact the Authority to schedule a meeting to brief the Authority's staff on the proposed Alteration.

Any review or approval by the Authority of Grantee's plans or any inspection by the Authority of Grantee's work or materials shall not be deemed to constitute a waiver or release by the Authority of any obligation or responsibility of Grantee under this Lease Agreement, or any assumption of any risk or liability by the Authority, and Grantee shall make no claim against the Authority on account of such review, approval, or inspection.

#### 13.2. <u>PRELIMINARY PLANS</u>.

Preliminary plans shall show the full extent of the Alterations to be constructed including grading, drainage, landscaping, paving, architectural, structural, electrical, mechanical, and communications details; and utility locations showing the relationship of the proposed Alterations to all adjacent Airport parcels, public roadways, service roadways, taxiways and aircraft parking aprons. A minimum of three (3) complete sets of preliminary plans shall be submitted for approval. Civil engineering plans shall include plan drawings submitted on a scale not smaller than one (1) inch equals fifty (50) feet. Architectural plans shall include plan drawings at a suitable scale, but in no case shall the scale be smaller than 1/16<sup>th</sup> inch equals one (1) foot. Plans shall include specifications in sufficient detail for the Authority to determine compatibility with the Authority's objectives for the overall aesthetic character and quality of the Alterations. At the Authority's request, architectural projects shall include an accurate architectural perspective color rendering including the proposed exterior color, scheme, style, materials, wording, and placement of all signs.

#### 13.3. <u>REVIEW OF AND COMMENTS ON PRELIMINARY PLANS</u>.

Within thirty (30) days of the date of receipt of the preliminary plans, the Authority will return a set of plans with comments. The Authority review and comment on the preliminary plans does not mean or infer that the Authority has approved the proposed Alteration. Additional plans, specifications, or design features beyond those submitted with the preliminary plans may be required and shall be prepared by Grantee at the request of the Authority.

#### 13.4. FINAL PLANS.

A minimum of three (3) complete sets of final plans and specifications showing responses to comments receive, if any, and setting forth in all necessary detail the requirements for construction of the project shall be submitted to the Authority for approval prior to submitting plans to other applicable agencies so that the Authority may check them for design conformance with the preliminary plans. Final plans shall be sealed by a licensed engineer and/or architect. Grantee shall submit a completed Airport Construction Permit Application with final plans.

#### 13.5. <u>APPROVAL OF FINAL PLANS</u>.

Within fifteen (15) days of the date of receipt of the final plans, if final plans are approved, the Authority will return final plans to Grantee with an authorized Airport Construction Permit Application. In the event the final plans are not approved, the Authority shall provide its written comments as to that portion of the final plans, which are not approved, and the reasons therefore. The Authority will retain one (1) full set of final plans. The Authority approval of the final plans shall only mean that the proposed Alteration is consistent with the Authority's goals and objectives for Airport development projects and does not infer that the proposed Alteration is approved by any required federal, state, and local government agency. After approval of the final plans by the Authority, Grantee has full responsibility

for obtaining all required federal, state, and local approvals and permits. The Authority will submit to the FAA for airspace approval (FAA Form 7460-1, as may be updated or amended). Grantee will provide ten (10) sets of final plans for airspace approval submittal.

#### 13.6. MODIFICATION OF FINAL PLANS.

Any modifications to the approved final plans including environmental mitigation measures, modifications imposed by other governmental agencies, or construction change orders shall be submitted to the Authority for approval prior to construction.

#### 13.7. ADDITIONAL REQUIREMENTS.

After receiving the Authority's approval of final construction plans and prior to beginning construction on the Premises, Grantee shall satisfy all of the following requirements:

A. Grantee, at its expense, shall have filed with the appropriate governmental body, having jurisdiction with respect to the demolition of existing improvements and the erection of new Alterations, complete plans, specifications, certificates, and any other documents required for the Grantee's construction of the new Alterations and obtained all required permits and approvals (copies of which shall be delivered to the Authority). Grantee's plans and specifications shall be the ones approved by the Authority as required in this section.

B. Grantee shall deliver to the Authority for review and approval certificates of insurance required in addition to those already required herein.

C. Grantee shall deliver to the Authority a performance bond and a labor and material payment bond ("<u>bonds</u>") to be kept in force throughout the period of construction and for ninety (90) days thereafter. The bonds shall be in the amount of the construction cost covering faithful performance of the Grantee's obligations hereunder and the payment of all obligations arising in connection with the construction, free of liens upon the Premises. The bonds shall name the Authority as obligee, and shall be written by surety companies qualified to do business in the state of Michigan, under proper certificate of authority, and in such form and with such sureties as the Authority may approve. The bonds may also include as obligee, as its interest may appear, the leasehold mortgagee acting as construction lender for the financing of the cost of constructing the Alteration.

All of the documents required herein must be submitted in detail satisfactory to the Authority.

#### 13.8. <u>NOTICE OF COMPLETION.</u>

Within ten (10) business days of construction completion, Grantee shall submit a written Notice of Completion to the Authority. Within ten (10) days of receipt of Notice of Completion, the Authority may schedule an inspection of the Alterations to be accompanied by Grantee for purposes of confirming compliance with the final plans and any subsequent modifications to the final plans. This inspection tour may be scheduled at the same time Grantee schedules a final inspection in accordance with any requirements imposed by other governmental agencies. Failure of the Authority to complete such inspection shall not prevent the Authority from its rights to require Grantee to correct, modify, and remove any non-conforming improvements.

#### 13.9. AS-CONSTRUCTED/RECORD DRAWINGS.

Within forty-five (45) days after filing the Notice of Completion, Grantee shall furnish to the Authority one (1) set of reproducible [Mylar Record Drawings showing the "as constructed" improvements and a diskette (CD/DVD acceptable)] containing the drawings in the CAD version currently used by the Authority. Record Drawings shall be dated and stamped by the engineer or architect of record.

#### 13.10. TITLE TO IMPROVEMENTS AND ALTERATIONS.

All Alterations made by Grantee shall remain on the Premises throughout the Term. Title to these Alterations shall be surrendered to the Authority upon expiration of the Term or sooner termination of this Lease Agreement; provided however, that Grantee shall be permitted to remove any of the Alterations at any point provided that Grantee restore the Premises to its prior condition. Alternatively, the Authority may require the removal of any Alterations by Grantee upon the expiration or termination of this Lease Agreement and restoration of the Premises to its prior condition, provided the Authority gave Grantee notice of such intention to require removal and restoration on or before the time of final plan approval.

#### 14. <u>TITLE OF PROPERTY AT EXPIRATION OF AGREEMENT</u>.

At the expiration or termination of this Lease Agreement, any and all property, except trade fixtures or equipment of the Grantee, its guests, business invitees, employees, agents, contractors, assigns, subtenants or other person claiming under Grantee, shall become the sole property of the Authority. For purposes of this Section 14, the above ground fuel tanks, pumps, pipes, and related equipment shall be considered "trade fixtures or equipment" which may be removed by Grantee. Any trade fixtures or equipment not removed within seven (7) business days of expiration or termination of this Lease Agreement shall be construed to deprive the Authority. Notwithstanding the foregoing, nothing herein shall be construed to deprive the Authority of the right to demand that Grantee remove, at Grantee's sole expense, all or any part of any property left behind and to restore the Premises to their original condition as of the date of this Lease Agreement. In that event, the Authority reserves the right to charge Grantee for the removal of any property not removed plus reasonable administrative costs.

#### 15. <u>AUTHORITY'S RIGHT OF CANCELLATION NOT WAIVED.</u>

The failure of the Authority to declare this Lease Agreement terminated upon the default of Grantee, or for any other reason set forth herein, shall not operate to bar or destroy the right of the Authority to cancel this Lease Agreement by reason of any subsequent violation of the terms of this Lease Agreement. Further, the acceptance of any rental, in whole or in part, by the Authority for or during any period of default or other violation of the terms, covenants, and conditions of this Lease Agreement, or any period thereafter, by Grantee shall not be deemed a waiver of any right on the part of the Authority to cancel this Lease Agreement.

#### 16. <u>RIGHT OF ENTRY</u>.

The Authority may enter upon the Premises now or hereafter leased exclusively to Grantee at any reasonable time for any purpose necessary, incidental to or connected with the performance of its obligations under this Lease Agreement, in the exercise of its governmental functions or in the event of any emergency.

### 17. <u>SOIL CONDITION</u>.

Grantee agrees to defend, indemnify, protect, and hold the Authority harmless from any or all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, claims, and expenses including without limitation cleanup or other remedial costs (including attorney fees, costs, and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the existence or discovery of any Hazardous Material (defined in Exhibit B) on the Premises since the Grantee's operation at the Airport, except to the extent Grantee can demonstrate such Hazardous Material was brought upon the Premises by the Authority, including the migration of such substance onto or from the Premises, or the violation of any environmental requirement by Grantee.

#### 18. <u>RULES AND REGULATIONS</u>.

Grantee agrees to observe and obey all rules and regulations promulgated from time to time by the Authority, the U.S. Department of Transportation ("<u>DOT</u>"), the FAA, the TSA, the DHS, the Michigan Department of Transportation ("<u>MDOT</u>"), the Michigan Aeronautics Commission, the City of Holland, and all other applicable governmental authorities governing the conduct and operation of the Airport and its facilities. The Authority agrees that any rules and regulations promulgated by the City of Holland or the Authority shall not be inconsistent with any legally authorized rule or regulation of the DOT or of the FAA. Grantee shall be advised of and provided copies of any rules and regulations adopted by the Authority affecting Grantee's operation at the Airport. In the event the Authority is assessed and pays a fine because of an act or omission of Grantee, its employees, agents, and invitees, in violation of this section, Grantee shall reimburse the Authority for such payment within 30 days of the Authority providing notification of such payment.

#### 19. <u>ASSIGNMENT AND SUBLETTING</u>.

Grantee may not assign or sublet this Lease Agreement nor may it transfer the management and operation of the Premises without the prior written consent of the Authority, which consent shall not be unreasonably withheld, conditioned, or delayed. No consent by the Authority to an assignment or subletting shall be construed to relieve Grantee from its obligations under this Lease Agreement or from obtaining the Authority's written consent to any further assignment or subletting.

Any assignment, sublease, or transfer of ownership made in violation of the provisions hereof shall be void, and, at the option of the Authority, shall be the basis for termination of this Lease Agreement.

For purposes of this Lease Agreement, an assignment or transfer of this Lease Agreement includes, without limitation (a) a transfer of a majority in interest of the ownership of Grantee, or (b) transfer of the operational control of Grantee, even if no ownership interest has been transferred, or (c) any transfer of the Lease Agreement or the Premises or any part or interest in either, whether by voluntary action of Grantee or any other party, or by operation of law.

# 20. <u>GRANTEE COVENANTS</u>.

Grantee agrees that all installations and equipment used in connection with the receipt, storage, and dispensing of all fuels and lubricants shall be approved in writing in advance by the Authority. All covenants and conditions contained in this Lease Agreement are independent of one another. All of the covenants of Grantee contained herein shall, at the option of the Authority, be construed as both covenants and conditions. The provisions of **Exhibit B** attached hereto and as amended from time to time by the FAA or Authority are incorporated herein and made a part of this Lease Agreement.

# 21. <u>SUCCESSORS AND ASSIGNS BOUND BY COVENANTS.</u>

All the covenants, conditions, and provisions in this Lease Agreement shall extend to and bind the legal representatives, successors, and assigns of the respective parties. This section shall not be construed to enlarge Grantee's rights to assign this Lease Agreement which rights are covered elsewhere in this Lease Agreement.

# 22. <u>CONDEMNATION</u>.

If the whole or any part of the Premises is taken by any public authority under the power of eminent domain, including any conveyances or grants made in anticipation or, or in lieu of such taking, then the Term of this Lease Agreement shall cease on that part to be taken from the day the possession of that part shall be acquired by such public authority, and the rent shall be paid up to that date. If such portion of the Premises is so taken as to substantially impair the usefulness of the Premises for the purpose for which the Premises were leased, Grantee may either terminate this Lease Agreement or continue in possession of the remainder of the Premises under the terms and conditions hereof except that the rentals shall be reduced in proportion to the amount of the Premises taken, and in the latter event, the Authority shall promptly restore such remainder to a reasonably tenantable condition.

Upon the acquisition by condemnation or the exercise of the power of eminent domain by the Federal government, the State of Michigan, or any federal or state agency or any other persons vested with such power, of a temporary or permanent interest in all or any part of the Airport, including, without limitation, the Premises, the Authority and Grantee each shall have the right to appear and file claim for damages, to the extent of its respective interest, in the condemnation or eminent domain proceeding to participate in any and all hearings, trials, and appeals therein, and to receive and retain such amount as each may lawfully be entitled to receive as damages or payment as a result of such acquisition.

#### 23. AVIGATIONAL EASEMENT.

The Authority hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace lying over the Premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the Airport.

Grantee shall not erect any structure or allow the growing of any plant or natural object that would constitute an obstruction to air navigation as defined in 14 CFR Part 77; nor shall Grantee conduct any activity on the Premises that would interfere with or be a hazard to the flight of aircraft over the land or to and from the Airport or interfere with air navigation and communication facilities serving the Airport. The Authority shall have the continuing right and easement to take any action necessary to prevent the erection or growth of any structure, tree, or other object into the air space, or development of any hazard to air navigation or communication, and to remove or abate from such air space, or mark and light as obstructions, any such structure, tree, object, or hazard. The Authority shall have the right of ingress and egress over the Premises for such purposes.

The Authority 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 Grantee from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

#### 24. <u>INTERPRETATION</u>.

This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applied to leases made and to be performed in that state. In the event any terms of this Lease Agreement are held to be invalid by any court of competent jurisdiction, or to be invalid as in conflict with any rule, order, or regulation of the FAA, the invalidity of any such terms shall in no way affect the validity of the remaining terms. Whenever in this Lease Agreement words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Lease Agreement that are singular shall be read as plural whenever the latter would so apply and vice versa. The headings in this Lease Agreement are for convenient reference only and shall not be considered in construing this Lease Agreement.

#### 25. <u>REMEDIES AND DEFAULT</u>.

Each of the following constitutes a default by Grantee under this Lease Agreement: (1) Grantee's failure to pay rent when due; (2) Grantee's failure to perform or observe, or undertake to remedy, any other of Grantee's obligations under this Lease Agreement or the Agreement, including failure to timely complete required improvements, for a period of ninety (90) days after Grantee receives notice from Authority setting forth the failure in question; (3) the filing by Grantee of a voluntary petition in bankruptcy; (4) the institution of proceedings in bankruptcy against Grantee and the adjudication of Grantee as a bankruptcy pursuant to such proceedings if such adjudication shall remain un-vacated or un-stayed for a period of at least thirty (30) days; (5) the taking by a court of Grantee and its assets pursuant to proceedings brought under the provisions of any state or federal reorganization act if the judgment of the court shall remain un-vacated or un-stayed for a period of at least thirty (30) days; (6) the appointment of a receiver of Grantee's assets if such appointment by a court shall remain un-vacated or un-stayed for a period of at least thirty (30) days; (7) abandonment of the Premises during the Term; (8) dissolution or the cessation of operations of Grantee; or (9) except as permitted herein, if Grantee ceases to entirely own all business operations being carried on by Grantee upon the Premises.

In the event of any default, the Authority, in addition to the remedies given in this Lease Agreement or under applicable law, may do any one or more of the following: (a) accelerate the full balance of the amounts payable for the remainder of the Term and sue for such sums; (b) terminate this Lease Agreement, upon which Grantee must surrender the Premises to Authority; (c) enter and take possession of the Premises, either with or without process of law, and remove Grantee with or without having terminated this Lease Agreement; (d) enforce specific performance of Grantee's obligations; (e) cure the default and recover the cost of curing, including attorneys' fees and costs, as additional cost due on demand, and (f) have any other remedy provided or made available by law. The Authority may accept any payment of less than the full amount it is owed without prejudice to its right to recover the balance or to pursue any other remedy provided in this Lease Agreement or by applicable law, notwithstanding any notation on the check or payment to the contrary.

The Authority and Grantee waive trial by jury in any suit between them arising out of this Lease Agreement, including but not limited to any summary proceeding brought by the Authority for nonpayment of any rent.

Grantee waives claims of damages by reason of Authority's reentry or repossession of the Premises. The Authority's exercise of any of its remedies or its receipt of Grantee's keys or other access to the Premises does not constitute an acceptance or surrender of the Premises by Grantee. A surrender must be agreed to in a writing signed by both parties. If the Authority terminates this Lease Agreement or terminates Grantee's right to possess the Premises because of a default, the Authority may hold Grantee liable for amounts due under the Lease Agreement accrued to the date the Lease Agreement terminates.

Grantee is also liable to the Authority for that part of the following sums paid by the Authority, and must pay the sums due under this paragraph promptly upon receiving the Authority's invoice for such amounts: (a) the cost of removing and storing Grantee's property; (b) the cost of minor repairs, alterations, and remodeling necessary to put the Premises in a condition as of the effective date of this Lease Agreement, reasonable wear and tear excepted; and (c) other reasonable expenses incurred by Authority in enforcing its remedies.

In case suit is brought to recover possession of the Premises for the recovery of any other amount due under the provisions of this Lease Agreement, or because of the breach of any other covenant herein contained on the part of Grantee to be kept or performed, Grantee must pay to the Authority all expenses incurred therefore, including reasonable attorney fees, which shall be deemed to have been incurred by the Authority from the default date until judgment and collection and shall be enforceable whether or not such action is prosecuted to judgment.

All remedies under this Lease Agreement, at law or in equity, are cumulative. The failure of the Authority to enforce any covenant or condition of this Lease Agreement shall not be deemed a waiver thereof or of the right to enforce each and every covenant and condition of this Lease Agreement. No provision of this Lease Agreement shall be deemed to have been waived except by a written waiver signed by the Authority. If the Authority is the prevailing party in a final, non-appealable judgment in enforcing any provision of this Lease Agreement, Grantee shall pay all reasonable attorneys' fees and expenses incurred by the Authority in enforcing any provision of this Lease Agreement.

#### 26. <u>AMENDMENT</u>.

This Lease Agreement, including any exhibits attached hereto, represents the entire agreement regarding the Premises between the parties. This Lease Agreement may not be amended, altered or modified unless done so by means of a written instrument signed by both parties.

### 27. <u>SURVIVAL OF AGREEMENT</u>.

In the event this Lease Agreement is terminated by agreement or default, the terms and conditions of paragraphs 9, 14, 15, 16, and17 of this Agreement and paragraph III.B of the Covenants shall survive.

#### [SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their duly authorized officers on the day and year first above written.

# WEST MICHIGAN AIRPORT AUTHORITY

	By:
	Its:
APPROVED AS TO FORM	
BY: RACHEL HILLEGONDS ATTORNEY DATE:	
	[]
	By:
	Its:

# EXHIBIT A

# PREMISES

# EXHIBIT B

## COVENANTS

The following covenants are incorporated into all leases and agreements at the Airport and may be amended from time to time. A material breach of any of the following covenants shall constitute a material breach of the Lease Agreement.

#### I. <u>Covenants Against Discrimination</u>.

Grantee agrees to the following covenants and assurances required or recommended by the FAA, the TSA, the MDOT, or by Federal or Michigan statute:

- A. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Authority reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.
- Β. Grantee, for itself, its personal representatives, successor in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as covenant running with the land (1) that no person on the grounds of race, color, creed, sex, age, or national origin or handicap shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that, in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap, (3) that Grantee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended ("49 CFR Part 21"), (4) and that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the Lease Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21.
- C. Grantee agrees to furnish its services on a fair, equal, and not unjustly discriminatory basis to all users thereof and to charge fair, reasonable, and no unjustly discriminatory prices for each unit or service; provided that Grantee may

be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- D. Grantee assures that it will take affirmative action as required by Title 14, Code of Federal Regulations, Chapter I, Subchapter I, Part 152, Subpart E ("Subpart E") to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any activities covered in Subpart E. Grantee assures that no person shall be excluded on these grounds from participating or receiving the services or benefits of any programs or activity covered by Subpart E. Further, Grantee agrees that it will require that its covered sub-organizations provide assurance to the Authority that they similarly will take such affirmative action and that they will require assurances from their sub-organizations, as required by Subpart E, as to the same effect.
- E. Grantee agrees for itself and its subcontractors not to discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the Lease Agreement (MCL 37.1209, 37.2209).
- F. Grantee agrees that it will comply with all applicable provisions of the Americans With Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and with all regulations and orders promulgated thereunder.
- G. If Grantee is covered by Title 49, Code of Federal Regulations, Subtitle A, Part 23 ("<u>49 CFR Part 23</u>"), then Grantee agrees that the Lease Agreement is subject to the requirements of the 49 CFR Part 26, Subpart A. Grantee agrees that it will not discriminate against anyone in connection with an award or performance of any contract or concession agreement on the basis of race, color, national origin, or sex. Grantee agrees to include the statements required in 49 CFR Part 23, §23.9(c)(1) in any subsequent concession agreements and management contracts that it enters and cause those businesses to similarly include the statements in further agreements.
- H. Grantee agrees that it shall insert the above covenants and assurances in any agreement by which Grantee grants a right or privilege to any person, firm, or corporation to render accommodations or service to the public on the Premises leased or occupied by Grantee.

In the event of breach of any of the above covenants, the Authority shall have the right to terminate the Lease Agreement and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease Agreement had never been made or issued. It is further understood and agreed that the Authority shall have the right to take such action as the federal government may lawfully direct to enforce this obligation. In the event further covenants and/or assurances are required of the Authority by the DOT or FAA

which are applicable to the Lease Agreement, Grantee agrees that it will conform with the provisions thereof so long as the Lease Agreement is in effect.

# II. <u>Safety & Security Procedures</u>.

Grantee acknowledges that the operation of the Airport by the Authority is subject to safety and security requirements (law, orders, and regulations) now and hereafter mandated by the FAA, the TSA, and other federal, state, and local agencies, including without limitation 14 CFR Part 139 and 49 CFR Parts 1540 and 1542, and Grantee agrees that it and its employees will comply with all requirements of the FAA, TSA, or other agency and all provisions of the Authority' Safety and Security Program adopted for the purpose of implementing the safety and security requirements of the FAA, TSA, or other federal, state, or local agency.

In the event the Authority is notified by the FAA, TSA, or other federal, state, or local agency, of a violation of safety or security regulations by an employee or agent of Grantee, the Authority shall provide Grantee with a copy of such notice as it affects Grantee. If the Authority is assigned a penalty or fine because of such violation, Grantee agrees that payment of such fine shall be the responsibility of Grantee and that such fine shall be paid by Grantee as an additional fee, and that if such fine is paid by the Authority, Grantee will reimburse the Authority on demand for the amount paid by it.

In the event that further safety and security procedures are mandated by the DOT, the FAA, the TSA, or other federal, state, or local agency which are applicable to the Lease Agreement, Grantee agrees that it will conform with the provisions thereof so long as the Lease Agreement is in effect.

# **III.** <u>Environmental Regulations</u>.

- A. Grantee shall comply with the following environmental regulations:
  - 1. Authority's Consent Required. Grantee shall not cause or permit any Hazardous Materials, as defined blow, to be stored or used on or about the Premises by Grantee, its agents or employees, except in compliance with Environmental Laws as described below and as permitted by the Authority.
  - 2. Compliance with Environmental Laws. Grantee shall at all times and in all respects comply with all local, state, and federal laws, ordinances, regulations, and orders relating to industrial hygiene, environmental protection, or the use, generation, manufacture, storage, disposal or transportation of Hazardous Materials on, about, or from the Premises (collectively "<u>Environmental Laws</u>");
  - 3. Hazardous Materials Handling. Grantee shall, at its expense, procure, maintain in effect, and comply with all conditions of any permits, licenses, and other governmental and regulatory approvals required for Grantee's use of the Premises, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the Premises.

Except for discharges into the sanitary sewer, Grantee shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly license facilities for disposal. Grantee shall in all respects handle, treat, and manage any and all Hazardous Materials on or about the Premises in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous Materials. Upon the expiration or earlier termination of the term of the Lease Agreement, Grantee shall cause all Hazardous Materials, except to the extent Grantee can demonstrate such Hazardous Materials were brought upon the Premises by the Authority, to be removed from the Premises and to be transported for use, storage, disposal, or recycling in accordance and compliance with all applicable Environmental Laws; provided, however, that Grantee shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Premises without first notifying the Authority of Grantee's intention to do so and affording the Authority ample opportunity to appear, intervene, or otherwise appropriately assert and protect the Authority's interest with respect thereto.

- 4. Notices. If at any time Grantee shall become aware, or have reasonable cause to believe, that any Hazardous Material has come to be located on or about the Premises in violation or potential violation of Environmental Laws, Grantee shall, immediately upon discovering such presence or suspected presence of the Hazardous Material, provide Authority with written notice of that condition. In addition, Grantee shall immediately notify Authority in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened pursuant to any Environmental Laws, (2) any claim made or threatened by any person against Grantee or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials, and (3) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Materials on or removed from the Premises, including any complaints, notices, warnings, or asserted violations in connection therewith. Grantee shall also supply to Authority as promptly as possible, and in any event within five (5) business days after Grantee first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the premises or Grantee's use thereof. Grantee shall promptly deliver to Authority copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises.
- 5. Definition of Hazardous Materials. As used in the Lease Agreement, "<u>Hazardous Material(s)</u>" means any hazardous or toxic substances, materials, or wastes, including but not limited to those substances,

materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials, and wastes which are or become regulated under any applicable local, state, or federal law including, without limitation, any materials, waste, or substance which is petroleum or a petroleum distillate, asbestos, polychlorinated biphenyls, or defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, or defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.* 

B. Grantee shall indemnify, defend, and hold harmless the Authority and the City of Holland, including their officers, employees, successors, and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages (including attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to the Premises or any property whatsoever, arising from or caused by the Grantee's failure to comply with any Environmental Laws or any covenants, terms, or conditions relating to environmental matters in the Lease Agreement. Grantee's obligations under this Paragraph B shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of the condition of the Premises, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the Premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith should Authority have a reasonable basis to believe that Grantee has caused the presence of Hazardous Materials in violation of Environmental Laws and Grantee fails to first conduct its own environmental investigation, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the Premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith and resulting from Grantee's violation of Environmental Laws.

C. Notwithstanding any provisions of the Lease Agreement to the contrary, the Authority, at its sole discretion, shall have the right to enter and inspect the Premises, including Grantee's business operations thereon, upon reasonable notice and in a manner so as not to unreasonably interfere with the conduct of Grantee's business, to investigate the presence of potential presence of Hazardous Materials on the Premises in violation of Environmental Laws. During such inspection, the Authority shall have the right to visually inspect the Premises and to take such soil, sludge, or groundwater samples and conduct such tests as it may determine, in its sole discretion, to be necessary or advisable. The Authority shall pay for the costs of such investigation; provided, however, that if the results of such investigation indicate the presence of Hazardous Materials on or about the Premises is in violation of Environmental Laws and such violation was caused by Grantee then Grantee shall fully reimburse Authority for such expenses within ten (10) days of receiving Authority's written request for reimbursement.

# IV. <u>Future Airport Use and Development</u>.

A. The Authority reserves the right to further develop or improve the landing areas of the Airport as it sees fit, regardless of the desires or view of the Grantee, and without interference or hindrance.

B. The Authority reserves the right, but shall not be obligated to the Grantee, to maintain and keep in repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Grantee in this regard.

C. The Lease Agreement shall be subordinate to the provisions of and requirements of any existing or future agreement between the Authority and the United States, relative to the development, operation, or maintenance of the Airport.

D. The Grantee agrees to comply with the notification and review requirements covered in Title 14, Code of Federal Regulations, Chapter I, Subchapter E, Part 77 in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises leased or occupied by Grantee.

#### FIRST AMENDMENT TO THE FIXED BASE OPERATOR AND LEASE AGREEMENT

### Between the West Michigan Regional Airport Authority and Avflight Holland Corporation

**THIS FIRST AMENDMENT TO THE FIXED BASE OPERATOR AND LEASE AGREEMENT** (this "First Amendment"), effective as of December \_\_\_, 2023, is to the Fixed Base Operator and Lease Agreement, dated July 12, 2023 (the "FBO Agreement"), between the West Michigan Airport Authority, a Community Airport Authority formed under Act 206 of the Public Acts of 1957 (the "Authority") and Avflight Holland Corporation, a Michigan corporation ("Avflight").

#### RECITALS

WHEREAS, the Authority and Avflight entered into the FBO Agreement on July 12, 2023, under which the Authority agreed to, among other things, lease certain real property at the West Michigan Regional Airport to Avflight;

WHEREAS, the parties now desire to add certain real property to the "Premises" as defined in the FBO Agreement, and to add a survey of the Avflight Ramp to Exhibit A-1 in order to provide additional detail regarding location and legal description of the Avflight Ramp area, in accordance with the terms of this First Amendment;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and Avflight hereby agree as follows:

1. <u>Relationship to FBO Agreement</u>. Upon execution by duly authorized representatives of the Authority and Avflight, this First Amendment shall become a part of the FBO Agreement and shall be binding upon the parties. The definitions, terms, covenants and conditions of the FBO Agreement are hereby incorporated by reference and made a part of this First Amendment, as if they were fully set forth herein, and references herein to this First Amendment shall include the provisions of the FBO Agreement. If any definition, term, covenant or condition of this First Amendment shall be in conflict with any provision of the FBO Agreement, the definition, term, covenant or condition of this First Amendment shall prevail.

2. <u>Avflight Ramp</u>. Exhibit A-1 of the FBO Agreement is amended to add the Lease Area Sketch, which is attached hereto as **Amendment Exhibit A-1**, as additional pages of Exhibit A-1. The area labeled "Aircraft Parking Area" in the **Amendment Exhibit A-1** is the Avflight Ramp area referenced and described in the FBO Agreement.

Vehicle Storage Area. Section 2(D) of the FBO Agreement is amended to add a 3. subsection (iv):

(iv) The areas depicted on the attached Amendment Exhibit A-3 (the "Vehicle Storage Area"); provided, however, notwithstanding anything to the contrary stated in the FBO Agreement applicable to the Premises or Avflight:

- (1) the use of the Vehicle Storage Area may be terminated by the Authority, or the Vehicle Storage Area may be relocated by the Authority, at any time upon sixty (60) days written notice to Avflight;
- (2) the Vehicle Storage Area shall be used by Avflight solely for purposes of constructing temporary storage sheds for the storage of equipment and vehicles, or for the open air storage of equipment and vehicles;
- (3) the Vehicle Storage Area shall be maintained by Avflight at its expense and otherwise in compliance with the standards and requirements of the FBO Agreement.

The square footage of the Vehicle Storage Area shall not be added to or otherwise taken into consideration for the calculation of base rent.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the \_\_\_\_ day of December, 2023.

## WEST MICHIGAN REGIONAL AIRPORT AUTHORITY

By: \_\_\_\_

Kevin Klynstra Title: Chairperson

# **APPROVED AS TO FORM:**

BY: \_\_\_

Rachel Hillegonds, Attorney

DATE: \_\_\_\_\_

# **AVFLIGHT HOLLAND CORPORATION** A Michigan corporation

By: \_\_\_\_\_

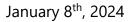
Title:

# Amendment Exhibit A-1

(Lease Area Sketch, Avflight Ramp)

# Amendment Exhibit A-3

(Vehicle Storage Area)





**REPORT 8** 

То:	West Michigan Airport Authority Board.
From:	Aaron Thelenwood, Director.
Subject:	Millage Campaign Research Proposals: Consultant Review

At the December 11<sup>th</sup>, 2023 Board meeting, staff presented proposal from three consultants to execute a research survey to test the possible success of millage campaign in Holland Township. Three firms with experience in this type of work were contacted, and the proposed cost of their services are summarized below:

•	EPIC-MRA (Lansing):	<u>\$21,985</u>
٠	Mitchell Research & Communications (Lansing):	<u>\$7,950</u>
٠	Frost Center (Holland):	<u>\$24,200-\$30,200</u>

Thursday, January 4<sup>th</sup>, 2024 the Airport Marketing & Communications Committee met to interview each of the firms. Each firm demonstrated strong experience and success executing the types of surveys proposed. After reviewing each of the proposals and approaches, the Marketing & Communications committee recommended <u>Mitchel Research & Communications</u> for consideration of approval by the Board.

Though each firm showed clear knowledge, expertise, and history of success on similar projects, the ability of Mitchell's approach to turn around results quickly, as well as the uniqueness of their approach (SMS/Text to Web) set them apart in the view of the Committee. Both Frost and EPIC-MRA relied on phone surveys. Additionally, Mitchell has prior experience supporting the Airport Authority early on in it's initial millage campaigns. Mitchell would also work with the Board on a separate survey to engage the business communities, and would provide a comprehensive contact list for future marketing & outreach efforts.

The ability for Mitchell to quickly turn around results was highly valued by the Committee in that it would ensure our ability to get a millage question on the ballot for the August primary. In the event of a negative result in August, the Board would still have room to review the results and work with Mitchells team to determine if there remain possibilities to attempt the campaign again in November.

#### West Michigan Airport Authority

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

Comprising City of Zeeland, Park Township and City of Holland



Though the proposed budget for the project as bid is close to \$8,000, this reflects the cost for a single municipality. The Committee would recommend <u>increasing the budget to \$25,000</u> to allow room to pursue similar initiatives in other surrounding target communities, if so desired by the Board.

**Recommendation:** It is recommended that the Authority Board approve the proposal from Mitchell Research, and authorize the Director to sign the final contract agreement, subject to final approval as to form by the Airport's Attorney.



#### PROPOSAL West Michigan Airport Authority October 17, 2023

Primary Contact Steve Mitchell Mitchell Research & Communications, Inc. Cell: 248-891-2414 Email: <u>stevemitchell40@gmail.com</u> Client Contact Aaron Thelenwood West MI AA Phone: 248-410-1402 A.thelenwood@wmraa.org

#### I. BACKGROUND/OVERVIEW

The West Michigan Airport Authority has expressed interest in pursuing a millage campaign in Holland Township and would like to get a baseline assessment of the likelihood of success.

They have reached out to our company to provide a proposal to complete a phone survey on behalf of the Airport Authority.

They anticipate a 10-12-minute survey (if called).

They are looking at sample sizes of N=200, N=300, and N=500. They are also considering polling corporate entities in the community too.

Mitchell Research has conducted a number of surveys in West Michigan, and specifically in Holland Township. More importantly, our company has also conducted prior surveys for WMAA.

Given the population of Holland Township (38,000) we recommend a sample size of N=200+. It will be very difficult to complete an N=300 or N=500 poll with this few numbers.

We also recommend that we conduct an SMS-Web survey. That type of survey sends a text message to a cell phone, and it directs the respondent to take a Survey Monkey poll.

We conducted more than 150 surveys working for the Michigan House Republican Campaign Committee in 2022, we could see what type of polling is most accurate. We believed that the most accurate was the SMS-Web polling because we were able to compare it to live phoning and to Interactive Voice Response (IVR) polling, and we concluded that the SMS-Web was more accurate.

Scope of Research:

• Survey questions will be based on a millage election on the August 2024 Primary Election ballot.

#### www.MitchellResearch.net

- Survey questions would be designed to gain information regarding a millage proposal in Holland Township for WMAA.
- Project timeline April 2024.

#### II. PROFILE OF THE COMPANY AND PROFESSIONAL PERSONNEL/PAST EXPERIENCE

- a) Full Name and Address: Mitchell Research & Communications, Inc. 5034 Champlain Circle West Bloomfield, MI 48323 and 101 S. Washington Square Suite 500 Lansing, MI 48933
- b) Mitchell Research & Communications, Inc. is a C-type Corporation that has served clients in more than 40 states since 1985.

## c) Mitchell Research was ranked as one of the Top 10 most accurate State/Regional pollsters in the United States by RealClearPolitics.com.

- d) We have conducted surveys for a wide variety of local governmental and school entities to help develop an understanding of their residents' attitudes, priorities, and general support for various services. They include clients such as:
  - 1. West Bloomfield Township
  - 2. West Bloomfield Township Parks & Recreation Department
  - 3. Kent District Library
  - 4. Hartland Township
  - 5. Bloomfield Township
  - 6. City of Southfield
  - 7. Dearborn Public Schools
  - 8. West Michigan Airport Authority
  - 9. Wayne RESA
  - 10. Harrison Township Library
  - 11. Bloomfield Township Library
  - 12. Muskegon Area District Library

Our principals work closely with clients to determine the most effective approach to their challenges and develop the tools they need to overcome obstacles. While we offer many services, Mitchell Research is especially good at capturing data and providing clients with insightful analyses of that data.

We have a proven record of accuracy. As one of the most accurate polling companies in the country, Mitchell Research has correctly predicted statewide election results in Michigan, Illinois, Missouri, California, South Carolina, and Florida since 1986.

Our accuracy is as a direct result of our rigorous sampling methods and strict screening process. We take great care to ensure that our samples reflect the demographic makeup of the area or market we are targeting both in political polling and market research. Our screening processes help us identify the precise target we are studying.

#### www.MitchellResearch.net

Our analysis procedures are precise and thorough. Our conclusions and recommendations are valuable, useable, and realistic. We have extensive experience working for a wide range of clients.

#### **Staff Allocation**

<u>Steve Mitchell</u>, CEO of Mitchell Research, will be the point person on this project. One of the features of retaining our company is that you get to work with the main principal, not with a less experienced person.

Steve has been CEO since the company's founding in 1985. He has worked in more than 40 states for governmental, corporate, media, and association clients. His political clients have included governors, U.S. Senators, members of Congress, state legislators, libraries, mayors, townships, cities, school districts and state governments.

He has been a consultant on hundreds of winning campaigns for political candidates and for governmental organizations seeking passage of millage or bonding proposals.

Steve Mitchell has served as on-air analyst and pollster for WJBK-TV in Detroit, KSDK-TV in St. Louis, KCAL-TV, and KCBS-TV in Los Angeles, KFSN in Fresno, and KOVR in Sacramento . His company polled for the Detroit News or Detroit Free Press and WDIV-TV from 1996 – 2014. For almost 14 years he was a regular guest on Devin Scillian's weekly Sunday morning "Flashpoint" program on WDIV-TV. He left WDIV-TV after being retained by Fox 2 Detroit (WJBK-TV) to be its pollster starting in September 2014 and returned to WDIV-TV in 2016.

He has served as an analyst for NBC, MSNBC, ABC, BBC, CBS, Fox News Channel, Fox Business Channel, Financial Times of London, Washington Post, Washington Times, Houston Chronicle, Newsweek Magazine, New York Times, Chicago Tribune, and other media around the country and the world.

He has overseen the conducting and analysis of thousands of surveys for his clients since 1985.

<u>Emma Caramella</u> has a degree in Marketing with special emphasis on Marketing Research from Michigan State University. Emma worked with Mitchell Research during the last election cycle and was an integral part of the team that conducted 150 statewide, congressional, and legislative polls from June to November last year.

#### III. Work Plan

#### **Quantitative Research**

As mentioned above, Mitchell Research recommends using three different methodologies to capture data. They are: 1) Live telephone operator assisted interviewing, 2) SMS-WEB interviews (a text message is sent to cell phone directing respondents to a Survey Monkey poll), and 3) Interactive voice response (IVR) automated polling. We believe this polling provides the best opportunity to gather all the required data for the survey.

#### www.MitchellResearch.net

Based on all the surveys conducted last year, we recommend a combination of IVR and SMS-WEB methodologies to capture the data. Because we were able to determine accuracy of the various methodologies, we believe that this is a more accurate as well as cost-efficient way to conduct the West MI AA survey.

It is likely we can save WMAA at least \$10,000 using this methodology as opposed to live phoning.

#### Sample Selection:

Mitchell Research maintains an up-to-date database of every landline and cellphone number in Michigan. We will use that database to draw a sample in Holland Township. Given the difficulty in getting sufficient responses, it is likely we will call every landline and cellphone in Holland Township at least once.

The sample will be stratified based on voter turnout in Holland Township. For example, if onefourth of all likely voters live in the SW quadrant of Holland Township, one-fourth of those polled would be from the SW quadrant.

(This will take place simultaneously with the questionnaire drafting and takes no longer than 7 days.)

#### Drafting of Questionnaire:

- We will talk with key stakeholders of the WMAA and discuss issues related to a survey.
- Then, based on that meeting, we will draft a questionnaire and return it to the point person for the project. The project's point person will then circulate it to all the other stakeholders for feedback.
- After receiving feedback from the key stakeholders, we will prepare a second draft to be circulated.
- Drafts will go back and forth until we have reached an agreement on the final draft. WMAA has final approval of any survey. <u>No questionnaire will be called unless WMAA</u> has given written approval of it.

(We recommend a 72-hour timeframe for feedback to be provided. Work tends to be completed in the time allotted to it. If someone cannot respond within 72 hours, chances are they will simply not respond.)

#### Fielding the Survey:

• The poll will be conducted over a period of seven days using the two methodologies described above.

#### Analysis

- The day after phoning has been completed, we will send the WMAA a field copy with aggregate percentages (often called "topline percentages") of the survey.
- We will then prepare a comprehensive PowerPoint analysis of the data with significant cross tabulations.

#### www.MitchellResearch.net

#### IV. Fees

**Telephone Survey** 

#### N=200 Likely Voters

Combination of: 1) SMS-Web/IVR Polling (N=200)\*

#### Fee: \$7,950

\*SMS-Web – A text message is sent to a cell phone directing respondent to a Survey Monkey Poll

#### V. REFERENCES

I include the following references because they, like several of our other clients, have used Mitchell Research for multiple polls.

#### Name of Contracting Client: West Bloomfield Township

Location: West Bloomfield, MI Client Contact: Steve Kaplan Title: Supervisor Phone Number: 248-451-4800 (O) 248-410-0919 (C)

Services Performed: We have conducted several surveys to help pass millage or bonding proposals for the township. Because of our accuracy, they have had us conduct several other surveys.

#### Name of Contracting Client: Kent District Library

Location: Kent County Client Contact: Lance Werner, Director Phone Number: 616-784-2091 Email: <u>LWerner@kdl.org</u>

Services Performed: Over the past decade, we conducted a use survey designed to test attitudes and opinions of a renewal millage and a new millage. Our polling, coupled with our political advice, resulted in KDL winning both the renewal and a new millage, the first time they had ever won an increase. Our most recent survey for KDL was April 24-26, 2023.

#### Name of Contracting Client: Oakland Community College

Location: Oakland Community College, 2480 Opdyke Road, Bloomfield Hills, MI 48304 Client Contact: Tim Meyer Title: Former Chancellor Phone Number: 248-894-9332 Email: <u>trmeyer@comcast.net</u>

Services Performed: We have conducted several surveys for the college testing attitudes and opinions of Oakland County residents. Our initial survey was to help the college pass a millage proposal. Because of our accuracy, they had us conduct several other surveys.

#### www.MitchellResearch.net



January 8<sup>th</sup>, 2024

**REPORT 9** 

Subject:	Mid-Year Budget Amendments.
From:	Aaron Thelenwood, Director.
То:	West Michigan Airport Authority Board.

The Airport Authority is just over halfway through the current Fiscal year 2024 Budget. At this time the Board reviews the Budget to address any significant changes and approve any recommended budget amendments accordingly. For consideration are two proposed budget amendments, one related to the capital fund and existing fund balance, the other related to counseling fees.

- Existing Fund Balance: During the December 2023 Board Meeting, Treasurer McCammon informed the board of the current status of the existing Fund Balance. The Board approved a fund balance policy which requires the Board to maintain a fund balance between 70% and 120% of the overall operating budget. The current fund balance is well above that threshold due primarily to the sale of Parcel K. As such, the Treasurer is recommending <u>\$579,698.00</u> be transferred from the general Fund to Capital Project Funds.
- 2. Additional Consulting fees: As outlined in the prior report regarding the millage survey, this was a cost that, at the beginning of the year, the Board did not have a solid baseline of what cost of such an effort would be. It is recommended that the Board increase the general consulting budget by \$25,000.00 to cover the anticipated costs of the survey work. Funding would come from the airport's general fund balance.

**<u>Recommendation</u>**: It is recommended that the Authority Board approve the midyear budget amendments as presented.



January 8<sup>th</sup>, 2024

Report # 10

To: West Michigan Airport Authority Board.

From: Aaron Thelenwood, Authority Assistant Manager.

Subject: Fiscal Year 2025 Budget Preparation.

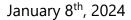
It is time again to begin preparation of the next fiscal year budget. Following is the proposed schedule for preparation and approval of the Fiscal Year 2024 (July 1, 2024 – June 30, 2025) budget:

- 1. **January/February 2024:** Operations Committee reviews the preliminary Action Plan, operating and capital budgets.
- 2. **February 12<sup>th</sup> /March 11<sup>th</sup>, 2024:** Board considers proposed Action Plan.
- 3. **February 12<sup>th</sup> /March 11<sup>th</sup>, 2024:** Board considers the operating and capital budgets and sets public hearing for March 13<sup>th</sup> Board meeting.
- April 8<sup>th</sup>, 2024: Board holds public hearing and approves the budget if no changes are necessary as the result of the hearing. If changes are necessary, Public meeting will be pushed to May 13<sup>th</sup>.
- 5. **April/May 2024:** Millage rate submitted to local government members.

#### **Recommendation**

It is recommended that the Authority Board approve the Fiscal Year 2025 budget schedule as presented in this report.

West Michigan Airport Authority 60 Geurink Boulevard, Holland, MI 49423 P (616) 368-3023 Comprising City of Zeeland, Park Township and City of Holland





**REPORT 11** 

То:	West Michigan Airport Authority Board.
From:	Aaron Thelenwood, Director.
Subject:	<b>RAISE Grant Application with Radius Advisory Group</b>

RAISE is a competitive federally funded grant program that focuses on transportation infrastructure design and capital projects, emphasizing multi/intermodal projects. Core focuses of the program are increasing capacity and reliability of transportation infrastructure while also developing advanced mobility infrastructure and addressing associated technical and security concerns. As West Michigan Regional Airport continues to be an advanced air mobility priority airport of MDOT-Aeronautics, the Office of Future Mobility and Electrification, and the MEDC while also continuing to garner interest from leaders in the advanced air mobility industry, and as the Board has set ambitious goals in it's strategic plan to support advanced air mobility on field, the RAISE Grant program provides a significant and meaningful opportunity for the Airport Authority to identify and plan for its future in this space.

Staff have been working closely over the past 18 months with and industry leading partner, NUAIR to better understand current trends and opportunities along with the quickly developing initiatives at the state level to stand up the advanced air mobility industry here in Michigan. Northeast UAS Airspace Integration Research Alliance (NUAIR) is a New York-based nonprofit with a presence in Michigan. NUAIR was established to manage the FAA UAS New York Test Site and has been a partner to Michigan's UAS community. NUAIR is leading the integration of technology and systems for commercial use cases supporting Advanced Air Mobility (AAM) from the NUAIR Center of Excellence at Syracuse Hancock International Airport. NUAIR is leveraging relationships and de-risking operations through experience and live commercial operations that expand automation, advance air traffic management systems, position multimodal intelligent infrastructure, and address net-zero industry goals

Through the connection with NUAIR, staff were introduced to Radius Advisory Group, located in Holland Michigan and led by Betsy Freeman. Betsy brings a wealth of information from an accomplished military career, serving under two Secretaries of Defense, and a vast public safety/cybersecurity acumen, working with the Michigan State Police as well as several other similar organizations. Betsy and Radius Advisory Group have assembled a team of experts to support the Airport Authority to both execute the final grant application as well as roll out the final project objectives, if awarded.



Further, staff have engaged both the MAX and MACC on potential collaboration. If approved by their respective Boards, this proposal would be a truly multi-modal and regional proposal, incorporating a mix of partners we feel would be truly unique to our region and difficult to replicate elsewhere.

A more detailed summary of the proposal is attached to this report. The final grant application would be between \$12.5M to build an Initial Operational Capability (IOC) for a Multi-Modal Mobility Ops Center (located out of the terminal building), supported, and sustained by a Workforce Development Hub tied to local academic institutions as well as multi-sector employers. The Ops Center would include an integrated approach to all modes of transport (air, road, rail, shipping) as well as a Security Operations Center to identify and mitigate modern cyber security threats. If done in conjunction with the MAX or MACC, these budget figures and deliverables would likely increase significantly. This proposal would also include procurement of strategic properties identified by the Airport Authority Board. Under the terms of the grant program, the Airport Authority would be able to request funding at 100%; no match required.

This proposal would also include \$5,000 for technical support in writing the final grant application. Radius has recommended an organization that has an over 90% success rate in writing successful federal grant proposals. This cost would be born by the Airport Authority, or split with any partner applicant organizations.

Staff have been working closely with Radius, NUAIR, and other industry partners to pull together the core components needed for the grant application. Applications are due by the end of February, but we would be targeting a February 5<sup>th</sup> deadline to have the final grant submitted. The Airport Authority would be the lead entity applying under the grant, though if partners like the MAX or MACC were to sign on, this could possibly change.

**Recommendation:** It is recommended that the Authority Board approve submitting the RAISE Grant Application as described above, in collaboration with NUAIR and Radius Advisory Group, and authorize the budget of \$5,000 for professional grant writing services.

#### WMAA Development Proposal for a Multi-Modal Mobility Center and Federal DOT RAISE Grant Submission Approval January 8, 2024

**SUBJECT**- Request WMAA Board review and decision on submission of application for Federal DOT RAISE Grant in partnership with other local area transportation partners, requesting \$12.5M toward the formulation of a Multi-Modal Operations Center and Workforce Development Center of Excellence. Based on limited grant submission deadlines, timely discussion and decision-making is essential to completion and submission of the grant application in early February 2024.

**DISCUSSION** - Consistent with the Airport's Strategic Growth Plan, and after meeting with and reviewing varied options to Advanced Air Mobility (AAM) only opportunities vs Multi-modal Mobility opportunities, today we are requesting the Board's support to pursue a Federal DOT RAISE Grant to fund the next generation of mobility in the Cities of Holland/Zeeland and Park Township. After reviewing numerous feasibility studies, a common gap is the practical, scalable, operationalized approach to moving people and cargo more quickly, safely, and sustainably for the future.

We know, as a federal opportunity zone and from our rich history recognizing the commercial attributes of combined air, road, rail and shipping assets, expansion into a multi-modal model presents the best approach to operationalize and commercialize opportunities, while addressing supply chain and labor shortage issues.

The RAISE Grant provides us with an opportunity to partner together across all modes of transport to bring greater efficiency and smart sustainable transport to all residents and business across Holland, Zeeland and Park Township. Furthermore, it establishes a path for commercial growth with other regions and other parts of Michigan, maximizing our return on investment while creating an economic development engine for years to come.

**GRANT SUBMISSION** - In the grant submission we are requesting \$ 12.5M to build an Initial Operational Capability (IOC) for a Multi-Modal Mobility Ops Center, supported and sustained by a Workforce Development Hub tied to local academic institutions as well as multi-sector employers. The Ops Center would include an integrated approach to all modes of transport (air, road, rail, shipping) as well as a Security Operations Center to identify and mitigate modern cyber security threats.

The Workforce Development Center of Excellence is envisioned as a regional "brain trust" that will for the first time, link K-12, Community College/Trade Schools, and 4-year academic institutions together to address employer requirements towards building and sustaining a skilled workforce here to support operations and academic incentives.

The model to be executed is one which operationalizes both the Ops Center and the Workforce CoE in 12 months from funding. IOC will be achieved through the execution of a handful of uses cases with Mobility Partners (MAX, MACC and others) to include a) Ground/Aerial EV Charging Stations, b) Vertiport development c.) Supply chain integrity/shipping and rail communications, d.) Multi-modal education course, e) Iterative risk assessment evaluation.

The grant submission timeline is near, and the Fed DOT has encouraged early submissions. Should the WMAA approve the concepts described here we will pursue joint application, if applicable, with the partners listed above, toward a submission date of February 5, 2024.

This discussion paper was prepared solely for WMAA Board discussion and decision making by Radius Advisory Group, LLC and its public/private industry and academic partners. Any questions should be directed to Betsy Freeman, CEO, RadiusAG, Holland, Michigan. (540) 848-0693 or <u>betsy@radiusag.com</u>.

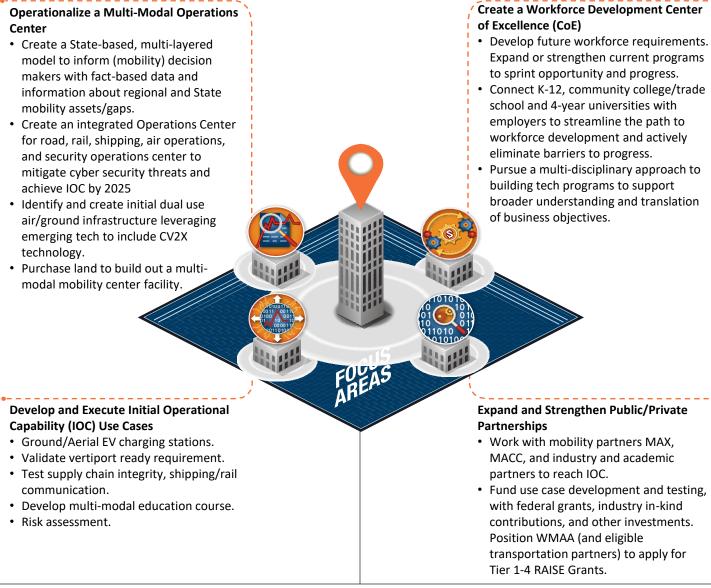


### West Michigan Airport Authority (WMAA) / Multi-Modal Mobility Center (m3c)

We are entering a new era in mobility where the region will need to move people and cargo more quickly, safely, and efficiently than ever before, as it competes within Michigan and the nation to attract industry and a qualified workforce. Consistent with the WMAA's Strategic Growth Plan, the proposal to pursue development of an m3c, capitalizes on the region's rich history, recognizing the existing commercial attributes of combined air, road, rail, and shipping assets. Concurrently, drive toward the future expansion into a multi-modal model that will operationalize capabilities swiftly, work with public and private industry partners to optimize ROI, and create future commercial opportunities, while addressing the supply chain environment and labor shortage issues.

The illustration below depicts focus areas for an m3c Initial Operational Capability (IOC).

**GOAL:** Develop an m3c through a public/private sector initiative, to drive long-term commercial growth, establish a Workforce Development Center of Excellence (CoE) with academic and industry partners and utilize emerging technology to benefit the community and region.



#### **Objectives:** •

- Operationalize a multi-modal mobility center model based on public/private sector cooperation, partnerships and shared resources.
- Create a multi-dimensional graphic model to better understand local and State mobility assets and opportunities to drive commercialization and optimize ROI
- Establish a Workforce Development Center of Excellence that will create a unique brain trust for the local area and incentivize others across the region and State to come to the local area for training and education
- Develop and execute a limited number of use cases, to achieve IOC, that will properly create the foundation for, and support all mobility operations over time.

## WMAA MONTHLY FBO REPORT

### West Michigan Regional Airport FBO Report Avflight Holland December 2023

Total Fuel Gallons	Current	One	Current Year	F/Y to Date
Pumped/Sold	Month	Year Ago	To Date	Compared
			07/12/23-	01/01/22-
	12/23	12/22	12/31/23	12/31/22
Avgas	1,673	N/A	18,340	
Jet Fuel	24,553	N/A	232,888	
Total Gallons Delivered	26,226	N/A	251,228	N/A

Transplant/Ambulance Flights	0
Wings Of Mercy Operations	0
Freight Flights From/To Holland	1
Freight Weight	310lbs

## Avflight BIV December 2023 Landing Fees

Transaction Numb	Date	Aircraft	Customer
BIV23-001945	12/3/2023	Ancialt	customer
BIV23-001947	12/4/2023		
BIV23-001950	12/4/2023		
BIV23-001952	12/4/2023		
BIV23-001960	12/5/2023		
BIV23-001962	12/6/2023		
BIV23-001966	12/6/2023		
BIV23-001976	12/7/2023		
BIV23-001979	12/7/2023		
BIV23-001988	12/10/2023		
BIV23-001989	12/10/2023		
BIV23-001990	12/11/2023		
BIV23-001992	12/11/2023		
BIV23-001998	12/11/2023		
BIV23-002002	12/12/2023		
BIV23-002004	12/12/2023		
BIV23-002005	12/12/2023		
BIV23-002007	12/12/2023		
BIV23-002008	12/12/2023		
BIV23-002011	12/12/2023		
BIV23-002015	12/12/2023		
BIV23-002024	12/13/2023		
BIV23-002025	12/13/2023		
BIV23-002034	12/13/2023		
BIV23-002048	12/14/2023		
BIV23-002050	12/14/2023		
BIV23-002051	12/14/2023		
BIV23-002052	12/14/2023		
BIV23-002057	12/14/2023		
BIV23-002062	12/14/2023		
BIV23-002063	12/15/2023		
BIV23-002098	12/15/2023		
BIV23-002079	12/16/2023		
BIV23-002080	12/16/2023		
BIV23-002081	12/16/2023		
BIV23-002090	12/17/2023		
BIV23-002107	12/19/2023		
BIV23-002108	12/19/2023		
BIV23-002113	12/19/2023		
BIV23-002114	12/19/2023		
BIV23-002116	12/20/2023		
BIV23-002117	12/20/2023		
BIV23-002118	12/20/2023		
BIV23-002120	12/20/2023		

BIV23-002123	12/20/2023
BIV23-002127	12/20/2023
BIV23-002137	12/21/2023
BIV23-002146	12/22/2023
BIV23-002148	12/22/2023
BIV23-002157	12/26/2023
BIV23-002159	12/26/2023
BIV23-002161	12/26/2023
BIV23-002162	12/26/2023
BIV23-002164	12/26/2023
BIV23-002168	12/26/2023
BIV23-002169	12/27/2023
BIV23-002170	12/27/2023
BIV23-002173	12/27/2023
BIV23-002175	12/27/2023
BIV23-002181	12/28/2023
BIV23-002186	12/28/2023
BIV23-002194	12/29/2023

Quantity	Price		Extended
		9	9
		12	12
		45	45
		45	45
		25	25
		70	70
		25	25
		25	25
		35	35
		35	35
		35	35
		15	30
		45	45
		50	50
		25	25
		25	50
		30	30
		30	30
		45	45
		45	45
		50	50
		45	45
		35	35
		40	40
		25	25
		50	50
		35	35
		50	50
		9	9
		9	9
		30	30
		30	30
		45	45
		9	9
		60	60
		30	30
		35	35
		12	12
		9	9
		35	35
		35	35
		50	50
		12	12
		9	9

40	40
45	45
15	15
35	35
35	35
30	30
40	40
30	30
45	45
35	35
45	45
30	30
25	25
12	12
9	9
30	30
15	15
30	30
-	2006

To Avflight	15%	\$ 300.90
To Airport	<mark>85%</mark>	\$ 1,705.10

	AVFLIGHT	HOLLAND C	ORPORATION	N	
		Fuel Flowage	Fee		
		Dec-23			
Payable To:		igan Regiona	l Airport		
	60 Geurink	c Blvd			
	Holland, N	11 49423			
<b>Jet Fuel Sold</b> LESS	l (Gallons)		24,553.00		
Swift @ S	\$0.10/GAL		-		
		Total:	24,553.00		
		Flow Fees @	\$0.10/GAL:	-	
		Flow Fees @	\$0.11/GAL:	\$2,700.83	
Avgas Fuel Sold (Gallons LESS Use		5)	1,673.30		
		Total:	1,673.30		
		Flow Fees @	\$0.11/GAL:	\$184.06	
		TOTAL Flo	w Fees Due:	\$ <b>2,884.8</b> 9	

## West Michigan Airport Authority

Meeting Date: January 8, 2024

Agenda Item:

Subject: Financial Reports for 12/31/2023-Unaudited

Prepared By: Julie Ziurinskas, City Finance

#### Recommendation: Accept Financial Reports as information

The West Michigan Airport Authority is six months into fiscal year 2024. Attached are Budget Performance Reports for the six months ended December 31, 2023 (50.00% of year), and the Trial Balance Listing and Fund Equity Reports through December 31, 2023.

#### GENERAL FUND

#### **Revenues**

Operating revenues for the first six months totaled \$513,095, or 74% of budget. Consistent with prior years, the total represents a higher percent of budget due to the timing of tax collections. October operating revenues are composed of tax revenues collected from the City of Holland and the City of Zeeland, franchise fees, quarterly hangar rentals invoiced, and quarterly/semi-annual hangar land leases billed out.

#### Expenses

Operating expenses for the first six months totaled \$219,214, or 32% of budget. The operating expense accounts are generally in-line with expectations, given a normal lag in processing vendor invoices.

#### CAPITAL FUND

#### **Revenues**

Capital revenues for the first six months do not reflect activity as funding information will be obtained from MDOT at fiscal year-end and the related transactions will be recorded then.

#### Expenses

Capital expenses do not reflect activity as funding information will be obtained from MDOT at fiscal year-end and the related transactions will be recorded then.

#### BALANCE SHEET/COMBINED FUND EQUITY

The West Michigan Airport Authority began FY 2024 with a combined fund balance of \$2,116,155.

General Fund Assets totaled \$1,791,534.45 at December 31<sup>st</sup>, comprised mostly of cash. General Fund Liabilities totaled \$2,886.34 at December 31<sup>st</sup>, and represents unearned revenue (prepaid lease).

The combined General and Capital funds balance at December 31 is \$2,273,138.



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year YTD
Fund <b>Z01 - V</b>	WMAA (Airport) General Fund									
REVENUE										
Departme	ent 000 - General Revenues									
440573	State-Reim Local PPT Tax Loss	15,000.00	.00	15,000.00	.00	.00	14,180.70	819.30	95	13,019.73
450582.C	Contributions from Other Govts From City of Holland	125,000.00	.00	125,000.00	212.86	.00	127,832.63	(2,832.63)	102	118,993.33
450582.P	Contributions from Other Govts From Park Township	120,000.00	.00	120,000.00	.00	.00	3.07	119,996.93	0	59,300.39
450582.Z	Contributions from Other Govts From City of Zeeland	80,000.00	.00	80,000.00	114.71	.00	53,111.38	26,888.62	66	59,454.69
460654.1	Franchise Fees FBO Franchise Fees	27,600.00	.00	27,600.00	2,289.93	.00	16,112.59	11,487.41	58	11,449.65
460654.5	Franchise Fees Fuel Flowage Fee	82,000.00	.00	82,000.00	4,272.16	.00	30,267.69	51,732.31	37	43,176.54
460654.7	Franchise Fees Landing Fees	30,000.00	.00	30,000.00	2,289.90	.00	14,315.35	15,684.65	48	15,999.18
480665.0	Investment Income General	15,000.00	.00	15,000.00	.00	.00	21,010.87	(6,010.87)	140	9,757.64
480665.X	Investment Income Market Adjustment	.00	.00	.00	.00	.00	2,651.78	(2,651.78)	+++	.00
480669.A	Rental Airport Business Center	8,900.00	.00	8,900.00	804.39	.00	5,659.92	3,240.08	64	4,021.95
480669.24	Rental Hangar Land Lease	120,000.00	.00	120,000.00	59,615.13	.00	174,752.43	(54,752.43)	146	101,645.50
480669.25	Rental Agricultural Land Lease	13,500.00	.00	13,500.00	12,346.48	.00	12,346.48	1,153.52	91	13,528.39
480669.26	Rental T-Hangars	60,000.00	.00	60,000.00	12,700.00	.00	40,850.00	19,150.00	68	43,520.00
490685.2	Recoveries Other Parties	.00	.00	.00	.00	.00	.00	.00	+++	2,702.96
490692.0	Miscellaneous General	.00	.00	.00	.00	.00	.00	.00	+++	3.48
	Department 000 - General Revenues Totals	\$697,000.00	\$0.00	\$697,000.00	\$94,645.56	\$0.00	\$513,094.89	\$183,905.11	74%	\$496,573.43
	REVENUE TOTALS	\$697,000.00	\$0.00	\$697,000.00	\$94,645.56	\$0.00	\$513,094.89	\$183,905.11	74%	\$496,573.43
EXPENSE										
Departme	ent 540 - Airport Operations									
710701.0	Payroll-Regular General	121,800.00	.00	121,800.00	5,027.41	.00	39,420.44	82,379.56	32	37,260.10
710707.0	Payroll-Temporary Help General	63,700.00	.00	63,700.00	.00	.00	3,126.17	60,573.83	5	10,797.50
711702.0	Payroll-Vacation/PTO General	.00	.00	.00	1,738.45	.00	4,888.01	(4,888.01)	+++	3,276.09
711703	Payroll-Holidays	.00	.00	.00	751.76	.00	1,743.52	(1,743.52)	+++	2,067.25
711716.1	Insurance Health	6,000.00	.00	6,000.00	250.00	.00	1,500.00	4,500.00	25	1,500.00
711718.1	Retirement Contribution MERS	13,400.00	.00	13,400.00	601.40	.00	3,525.71	9,874.29	26	3,382.68
711720	Insurance-Income Protection	120.00	.00	120.00	81.49	.00	288.96	(168.96)	241	(111.00)
712715	Employer FICA/Medicare Contribution	12,800.00	.00	12,800.00	594.24	.00	3,876.89	8,923.11	30	4,199.94
712724	Workers Comp Insurance	300.00	.00	300.00	.00	.00	311.00	(11.00)	104	94.00
721730.0	Postage General	100.00	.00	100.00	.00	.00	.00	100.00	0	21.38
721740.0	Operating Supplies General	2,000.00	.00	2,000.00	50.81	.00	589.23	1,410.77	29	489.26
721740.CAP	Operating Supplies Controlled Items-Capital Type	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
721931.0	Bldg & Grnds Maint General	9,800.00	.00	9,800.00	.00	.00	2,353.66	7,446.34	24	8,083.42
721933.0	Equipment Maintenance General	6,000.00	.00	6,000.00	.00	.00	3,098.00	2,902.00	52	4,000.00
721933.ILS	Equipment Maintenance ILS Landing	16,000.00	.00	16,000.00	.00	.00	4,000.00	12,000.00	25	.00
722801.9010	Contr-Printing Advertising/Promotional	45,000.00	.00	45,000.00	.00	.00	17,116.68	27,883.32	38	25,016.01
722804.0	Contractual-Legal General	20,000.00	.00	20,000.00	.00	.00	16,416.50	3,583.50	82	19,542.50
722805.1	Contractual-Finance Independent Audit	8,700.00	.00	8,700.00	.00	.00	8,300.00	400.00	95	8,100.00
722805.4	Contractual-Finance Financial Service Fees	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	2,000.00



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year YTD
Fund <b>Z01 - V</b>	VMAA (Airport) General Fund									
EXPENSE										
Departm	ent 540 - Airport Operations									
722807.2	Contractual-Architect/Engineer Plan Development	15,000.00	.00	15,000.00	.00	.00	7,280.25	7,719.75	49	3,137.00
722807.5	Contractual-Architect/Engineer Engineering	.00	.00	.00	.00	.00	.00	.00	+++	60,863.05
722808.1	Contr-Bldgs&Grnds Janitorial	.00	.00	.00	.00	.00	146.77	(146.77)	+++	.00
722808.8	Contr-Bldgs&Grnds Tree Clearing	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
722808.MOW	Contr-Bldgs&Grnds Mowing	45,000.00	.00	45,000.00	.00	.00	16,497.07	28,502.93	37	24,938.64
722808.MTCE	Contr-Bldgs&Grnds Maintenance-General Repairs	25,000.00	.00	25,000.00	.00	.00	1,189.65	23,810.35	5	12,455.67
722808.SNOW	Contr-Bldgs&Grnds Snowplowing	50,000.00	.00	50,000.00	.00	.00	.00	50,000.00	0	.00
722809.61	Contractual-Misc Management Services	31,400.00	.00	31,400.00	2,615.00	.00	18,251.00	13,149.00	58	18,094.30
722809.62	Contractual-Misc Airport Manager-Tulip City Air	2,000.00	.00	2,000.00	.00	.00	937.53	1,062.47	47	400.50
723850.0	Communications Telephone	600.00	.00	600.00	.00	.00	(76.00)	676.00	-13	221.95
723850.CELL	Communications Cellular	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	.00
723860.0	Travel, Conf, Seminars General	3,200.00	.00	3,200.00	.00	.00	585.00	2,615.00	18	3,088.23
723910.0	Commercial Insurance Premiums General	34,000.00	.00	34,000.00	.00	.00	34,072.00	(72.00)	100	31,794.00
723920.GAS	Public Utilities Natural Gas	.00	.00	.00	.00	.00	.00	.00	+++	58.36
723920.GATE	Public Utilities Fence Gates	500.00	.00	500.00	.00	.00	174.55	325.45	35	262.79
723920.LAND	Public Utilities Landing Lights & System	3,500.00	.00	3,500.00	.00	.00	972.51	2,527.49	28	1,891.89
723920.PLOT	Public Utilities Parking Lot Lights	750.00	.00	750.00	.00	.00	211.13	538.87	28	312.24
723920.RUNW	Public Utilities Runway Lights	6,000.00	.00	6,000.00	.00	.00	1,743.71	4,256.29	29	2,695.69
723920.THAN	Public Utilities T-Hangars	6,000.00	.00	6,000.00	.00	.00	1,568.86	4,431.14	26	2,450.98
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	.00	2,000.00	.00	.00	1,183.43	816.57	59	2,925.56
723955.T	Misc. T-HANGAR REPAIRS	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
723955.MTG	Misc. Meetings	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.00
723960.0	Educ&Training General	4,000.00	.00	4,000.00	1,377.00	.00	1,377.00	2,623.00	34	.00
723961.0	Dues & Subscriptions General	2,200.00	.00	2,200.00	.00	.00	683.98	1,516.02	31	1,618.93
723964.2	Refunds Property Tax Prior Years	.00	.00	.00	.00	.00	6.33	(6.33)	+++	235.53
770956.0	Contingency General	50,000.00	.00	50,000.00	.00	.00	.00	50,000.00	0	.00
	Department 540 - Airport Operations Totals	\$624,070.00	\$0.00	\$624,070.00	\$13,087.56	\$0.00	\$198,359.54	\$425,710.46	32%	\$298,164.44
Departm	ent 541 - Business Center									
721931.GRND	Bldg & Grnds Maint Grounds Maintenance	5,000.00	.00	5,000.00	.00	.00	2,730.76	2,269.24	55	2,185.33
721933.0	Equipment Maintenance General	5,000.00	.00	5,000.00	1,765.49	.00	4,114.69	885.31	82	.00
722808.1	Contr-Bldgs&Grnds Janitorial	10,000.00	.00	10,000.00	594.50	.00	3,951.85	6,048.15	40	5,091.13
723850.0	Communications Telephone	3,800.00	.00	3,800.00	.00	.00	240.00	3,560.00	6	1,200.00
723850.WIFI	Communications WIFI Internet Connection	2,900.00	.00	2,900.00	.00	.00	2,826.66	73.34	97	2,115.00
723920.BPW	Public Utilities BPW	15,600.00	.00	15,600.00	.00	.00	6,021.58	9,578.42	39	8,767.32
723920.GAS	Public Utilities Natural Gas	9,100.00	.00	9,100.00	574.91	.00	969.21	8,130.79	11	1,502.98
	Department 541 - Business Center Totals	\$51,400.00	\$0.00	\$51,400.00	\$2,934.90	\$0.00	\$20,854.75	\$30,545.25	41%	\$20,861.76
	EXPENSE TOTALS	\$675,470.00	\$0.00	\$675,470.00	\$16,022.46	\$0.00	\$219,214.29	\$456,255.71	32%	\$319,026.20



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year YTD
	Fund Z01 - WMAA (Airport) General Fund Totals									
	REVENUE TOTALS	697,000.00	.00	697,000.00	94,645.56	.00	513,094.89	183,905.11	74%	496,573.43
	EXPENSE TOTALS	675,470.00	.00	675,470.00	16,022.46	.00	219,214.29	456,255.71	32%	319,026.20
	Fund <b>Z01 - WMAA (Airport) General Fund</b> Totals	\$21,530.00	\$0.00	\$21,530.00	\$78,623.10	\$0.00	\$293,880.60	(\$272,350.60)		\$177,547.23
	Grand Totals									
	REVENUE TOTALS	697,000.00	.00	697,000.00	94,645.56	.00	513,094.89	183,905.11	74%	496,573.43
	EXPENSE TOTALS	675,470.00	.00	675,470.00	16,022.46	.00	219,214.29	456,255.71	32%	319,026.20
	Grand Totals	\$21,530.00	\$0.00	\$21,530.00	\$78,623.10	\$0.00	\$293,880.60	(\$272,350.60)		\$177,547.23



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year YTD
	- WMAA (Airport) General Fund									
EXPENSE										
	tment 999 - Airport Capital Projects									
730974.0	Land Improvements General	.00	.00	.00	.00	.00	14,876.57	(14,876.57)	+++	.00
	ision 045 - Runway									
730974.0	Land Improvements General	.00	.00	.00	.00	.00	39,391.88	(39,391.88)	+++	550.00
	Division 045 - Runway Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,391.88	(\$39,391.88)	+++	\$550.00
	Department 999 - Airport Capital Projects Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,268.45	(\$54,268.45)	+++	\$550.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,268.45	(\$54,268.45)	+++	\$550.00
	Fund Z01 - WMAA (Airport) General Fund Totals									
	REVENUE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	54,268.45	(54,268.45)	+++	550.00
	Fund <b>Z01 - WMAA (Airport) General Fund</b> Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$54,268.45)	\$54,268.45		(\$550.00)
Fund <b>Z403</b>	3 - WMAA (Airport) Capital Projects									
EXPENSE										
Depart	tment 595 - Airport Projects									
Divi	ision 045 - Runway									
730974.0	Land Improvements General	323,805.00	.00	323,805.00	.00	.00	.00	323,805.00	0	.00
	Division 045 - Runway Totals	\$323,805.00	\$0.00	\$323,805.00	\$0.00	\$0.00	\$0.00	\$323,805.00	0%	\$0.00
	Department 595 - Airport Projects Totals	\$323,805.00	\$0.00	\$323,805.00	\$0.00	\$0.00	\$0.00	\$323,805.00	0%	\$0.00
	EXPENSE TOTALS	\$323,805.00	\$0.00	\$323,805.00	\$0.00	\$0.00	\$0.00	\$323,805.00	0%	\$0.00
	Fund Z403 - WMAA (Airport) Capital Projects Totals									
	REVENUE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	EXPENSE TOTALS	323,805.00	.00	323,805.00	.00	.00	.00	323,805.00	0%	.00
	Fund Z403 - WMAA (Airport) Capital Projects Totals	(\$323,805.00)	\$0.00	(\$323,805.00)	\$0.00	\$0.00	\$0.00	(\$323,805.00)		\$0.00
	Grand Totals									
	REVENUE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	EXPENSE TOTALS	323,805.00	.00	323,805.00	.00	.00	54,268.45	269,536.55	17%	550.00
	Grand Totals	(\$323,805.00)	\$0.00	(\$323,805.00)	\$0.00	\$0.00	(\$54,268.45)	(\$269,536.55)		(\$550.00)
			-		-	•				



**Balance Sheet** 

Through 12/31/23 Detail Listing Exclude Rollup Account

		FY 2023	FY 2024
Account	Account Description	Actual	YTD
Fund Categ	gory GOVERNMENTAL		
Fund Typ	e GENERAL FUND		
Fund	Z01 - WMAA (Airport) General Fund		
ASS	ETS		
110001.675	5 Cash Due from Cash/Inv Pool	1,597,687.72	1,706,118.33
113040.0	Accounts Receivable General	32,614.47	85,390.43
114026.201	Taxes Receivable 2016	.21	.21
114026.201	Taxes Receivable 2017	.37	.37
114026.201	Taxes Receivable 2018	17.82	17.82
114026.201	Taxes Receivable 2019	27.90	27.90
114026.202	2 Taxes Receivable 2020	36.06	36.06
114026.202	2 Taxes Receivable 2021	39.13	39.13
114026.202	2 Taxes Receivable 2022	62.81	61.17
114031	Allowance for Uncollectible Taxes	(156.97)	(156.97)
119073.2	Due from Local Govt Units Due from Park Township	6.05	.00
119073.3	Due from Local Govt Units Due from Zeeland City	2,458.82	.00
	ASSETS TOTALS	\$1,632,794.39	\$1,791,534.45
LIA	BILITIES AND FUND EQUITY		
LI	ABILITIES		
210202.0	Accounts Payable General	65,370.97	.00
211202	Contracts Payable	134.20	.00
212257.0	Accrued Wages Payable General	6,038.80	.00
212262.1	Accrued Fringes Payable FICA-Social Security/Medicare	461.97	.00
212262.4	Accrued Fringes Payable Pension	300.70	.00
21B339.0	Deferred Revenue General	11,451.79	2,886.34
	LIABILITIES TOTALS	\$83,758.43	\$2,886.34
	JND EQUITY		
341390.AB	Fund Balance - Assigned (By Action) Business Center	125,000.00	125,000.00
342390	Fund Balance-Unassigned	1,424,035.96	1,663,648.11
	FUND EQUITY TOTALS	\$1,549,035.96	\$1,788,648.11
	LIABILITIES AND FUND EQUITY	\$1,632,794.39	\$1,791,534.45
	Fund B	alance, Beginning	\$1,788,648.11
	Remainin	g Budet Revenues	\$183,905.11
		udet Expenditures	(\$456,255.71)



### Balance Sheet Through 12/31/23 Detail Listing Exclude Rollup Account

FY 2023 Year-End Transfer to Capital

FY 2023 Ending Fund Balance	1,424,035.96
2024 Budgeted Expenditures	675,470.00
Fund Balance % of Budgeted Expenditures	211%
Proposed Transfer of amount > 125% max range	579,698.46



## **Trial Balance Listing**

Through 12/31/23 Detail Balance Sheet Listing Exclude Rollup Account

						Prior Year
Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	YTD Balance
	WMAA (Airport) General Fund NT ASSETS					
110001.675	Cash Due from Cash/Inv Pool	1,597,687.72	455,393.25	346,962.64	1,706,118.33	1,310,071.50
113040.0	Accounts Receivable General	32,614.47	290,354.26	237,578.30	85,390.43	100,559.96
11304P	Accounts Receivable In/Out	.00	.00	.00	.00	(.30)
114026.2015	Taxes Receivable 2015	.00	.00	.00	.00	.06
114026.2016	Taxes Receivable 2016	.21	.00	.00	.21	.70
114026.2017	Taxes Receivable 2017	.37	.00	.00	.37	35.33
114026.2018	Taxes Receivable 2018	17.82	.00	.00	17.82	28.19
114026.2019	Taxes Receivable 2019	27.90	.00	.00	27.90	36.03
114026.2020	Taxes Receivable 2020	36.06	.00	.00	36.06	39.05
114026.2021	Taxes Receivable 2021	39.13	.00	.00	39.13	17.22
114026.2022	Taxes Receivable 2022	62.81	.00	1.64	61.17	.00
114031	Allowance for Uncollectible Taxes	(156.97)	.00	.00	(156.97)	(190.64)
119073.2	Due from Local Govt Units Due from Park Township	6.05	3.07	9.12	.00	59,295.63
119073.3	Due from Local Govt Units Due from Zeeland City	2,458.82	53,111.38	55,570.20	.00	.00
119078.1	Due from State of Michigan Due from State-	.00	.00	.00	.00	5,187.79
11D062	Aeronautics Lease Receivable	.00	.00	.00	.00	2,612,568.00
	CURRENT ASSETS Totals	\$1,632,794.39	\$798,861.96	\$640,121.90	\$1,791,534.45	\$4,087,648.52
CURREN	IT LIABILITIES					
210202.0	Accounts Payable General	(65,370.97)	265,358.64	199,987.67	.00	(13,245.66)
211202	Contracts Payable	(134.20)	134.20	.00	.00	.00
212257.0	Accrued Wages Payable General	(6,038.80)	6,038.80	.00	.00	.00
212262.1	Accrued Fringes Payable FICA-Social Security/Medicare	(461.97)	461.97	.00	.00	.00
212262.4	Accrued Fringes Payable Pension	(300.70)	300.70	.00	.00	.00
21B339.0	Deferred Revenue General	(11,451.79)	8,565.45	.00	(2,886.34)	(11,451.79)
	CURRENT LIABILITIES Totals	(\$83,758.43)	\$280,859.76	\$199,987.67	(\$2,886.34)	(\$24,697.45)
OTHER	LIABILITIES					
230365	Deferred Inflow of Resources-Lease	.00	.00	.00	.00	(2,647,004.00)
	OTHER LIABILITIES Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,647,004.00)
FUND B	ALANCE					
341390.ABC	Fund Balance - Assigned (By Action) Business Center Maintenance	(125,000.00)	.00	.00	(125,000.00)	(125,000.00)
342390	Fund Balance-Unassigned	(1,113,949.84)	.00	.00	(1,113,949.84)	(1,113,949.84)
	FUND BALANCE Totals	(\$1,238,949.84)	\$0.00	\$0.00	(\$1,238,949.84)	(\$1,238,949.84)
	P/Y Fund Equity Adjustment	(310,086.12)	.00	.00	(310,086.12)	.00
	Fund Revenues	.00	4,617.49	517,712.38	(513,094.89)	(496,573.43)
	Fund Expenses	.00	274,764.76	1,282.02	273,482.74	319,576.20
F	Fund Z01 - WMAA (Airport) General Fund Totals	\$0.00	\$1,359,103.97	\$1,359,103.97	\$0.00	\$0.00



## **Trial Balance Listing**

Through 12/31/23 Detail Balance Sheet Listing Exclude Rollup Account

-					
Grand Totals	\$0.00	\$1,359,103.97	\$1,359,103.97	\$0.00	\$0.00



## **Trial Balance Listing**

Through 12/31/23 Detail Balance Sheet Listing Exclude Rollup Account

	Account Description - WMAA (Airport) Capital Projects	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
110001.675	Cash Due from Cash/Inv Pool	567,019.79	.00	.00	567,019.79	.00
119078.1	Due from State of Michigan Due from State- Aeronautics	99.12	.00	.00	99.12	.00
	CURRENT ASSETS Totals	\$567,118.91	\$0.00	\$0.00	\$567,118.91	\$0.00
	P/Y Fund Equity Adjustment	(567,118.91)	.00	.00	(567,118.91)	.00
Fund	Z403 - WMAA (Airport) Capital Projects Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Grand Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## **Payment Batch Register**

#### Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON

Batch Date: 11/09/2023

Туре	Date	Number Source	Payee Name		EFT Bank/Account	Transaction Amount
Bank Ace	ount: CITY AP - HU	JNT - PAYABLES ACCT-HUN	ITINGTON			
Check	11/09/2023	83315 Accounts Payable	ACCIDENT FUND AMERICA	INSURANCE CO OF		311.00
	Invoice	Date	Description		Check Sort Code	Amount
	- 1000973884	10/31/2023	AIRPORT - ACCT A010060441			311.00
Check	11/09/2023	83316 Accounts Payable	BRV VENTURES	LLC		96.00
	Invoice	Date	Description		Check Sort Code	Amount
	2024-00001312	10/31/2023	AIRPORT - OCTOBER PEST CO	ONTROL		96.00
Check	11/09/2023	83317 Accounts Payable	HOLLAND BOARI	D OF PUBLIC WORKS	3	2,417.67
	Invoice	Date	Description		Check Sort Code	Amount
	2024-00001313	10/31/2023	AIRPORT - UTILITIES DUE 11/8	3/23		2,417.67
Check	11/09/2023	83318 Accounts Payable	SMALL BUSINES MICHIGAN	S ASSOCIATION OF		99.99
	Invoice	Date	Description		Check Sort Code	Amount
	2024-00001314	11/09/2023	AIRPORT - DECEMBER SERVIO	CES SBAM 234212 CI	D 234212	99.99
Check	11/09/2023	83319 Accounts Payable	STATE OF MICHI	GAN		50.00
	Invoice	Date	Description		Check Sort Code	Amount
	591-11162981	10/31/2023	AIRPORT LICENSE FEE			50.00
Check	11/09/2023	83320 Accounts Payable	VHM ENTERPRIS	SES INC.		594.50
	Invoice	Date	Description		Check Sort Code	Amount
	18210	11/09/2023	NOVEMBER CLEANING - AIRPO	ORT		594.50
EFT	11/09/2023	11575 Accounts Payable	WEST MICHIGAN	UNIFORM - ACH	072413104 / 6038050	187.50
	Invoice	Date	Description		Check Sort Code	Amount
	387497	10/31/2023	AIRPORT OCTOBER STMT			187.50
CITY AP	HUNT PAYABLES	ACCT-HUNTINGTON Totals	Transactions: 7			\$3,756.66
	Checks:	6	\$3,569.16			
	EFTs:	1	\$187.50			

## **Payment Batch Register**

#### Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON

Batch Date: 11/22/2023

Туре	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Acc	ount: CITY AP - HU	JNT - PAYABLES ACCT-HUN	ITINGTON		
Check	11/22/2023	83438 Accounts Payable	ADB SAFEGATE AMERICAS LLC		515.80
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00001430	11/22/2023	AIRPORT PAYMENT FOR ACCT 1005163		515.80
Check	11/22/2023	83439 Accounts Payable	CARROT-TOP INDUSTRIES INC.		1,426.76
	Invoice	Date	Description	Check Sort Code	Amount
	INV123632	11/22/2023	AIRPORT - US AND MICHIGAN FLAGS		1,426.76
Check	11/22/2023	83440 Accounts Payable	CUNNINGHAM DALMAN P.C.		2,650.00
	Invoice	Date	Description	Check Sort Code	Amount
	- 331703	11/22/2023	OCTOBER LEGAL SERVICES		499.50
	331704	11/22/2023	OCTOBER LEGAL SERVICES		370.00
	331730	11/22/2023	OCTOBER LEGAL SERVICES		1,465.00
	331731	11/22/2023	OCTOBER LEGAL SERVICES		37.00
	331732	11/22/2023	OCTOBER LEGAL SERVICES		167.50
	331729	11/22/2023	OCTOBER LEGAL SERVICES		111.00
Check	11/22/2023	83441 Accounts Payable	MI FAVORITA GROCERY LLC		176.91
	Invoice	Date	Description	Check Sort Code	Amount
	- 2024-00001431	11/22/2023	WEST MICHIGAN AIRPORT AUTHORITY FOOD F	OR 11/13/23	176.91
EFT	11/22/2023	11619 Accounts Payable	MEAD & HUNT INC - ACH	075000019 / 547284589	7,975.91
	Invoice	Date	Description	Check Sort Code	Amount
	357485	11/22/2023	OCTOBER SERVICES NORTH HANGER AREA TA	XILANE	7,975.91
EFT	11/22/2023	11620 Accounts Payable	<b>REHMANN ROBSON PC - ACH</b>	072000326 / 651933178	830.00
	Invoice	Date	Description	Check Sort Code	Amount
	- RR815926	11/22/2023	PAYMENT 2 FOR 6/30/23 AUDIT SERVICES		830.00
CITY AP	HUNT PAYABLES	ACCT-HUNTINGTON Totals	Transactions: 6		\$13,575.38
	Checks:	4	\$4,769.47		
	EFTs:	2	\$8,805.91		

## **Payment Batch Register**

#### Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON

Batch Date: 11/30/2023

Туре	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Ac	count: CITY AP - HL	JNT - PAYABLES ACCT-HU	ITINGTON		
Check	11/30/2023	83501 Accounts Payable	123.NET, INC		2,514.16
	Invoice	Date	Description	Check Sort Code	Amount
	620928	11/30/2023	AIRPORT SERVICES FOR SEPTEMBER	AND OCTOBER	2,514.16
EFT	11/30/2023	11662 Accounts Payable	FIFTH THIRD BANK - CREI ACH	DIT CARD - 072499952 / 7661394601	108.57
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00001489	11/30/2023	OCTOBER 2023 CREDIT CARD STMT		108.57
EFT	11/30/2023	11663 Accounts Payable	SEMCO ENERGY GAS CO	MPANY - ACH 072499952 / 7661394601	244.85
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00001490	11/30/2023	AIRPORT - NOVEMBER READ DATE		244.85
CITY AP	- HUNT PAYABLES	ACCT-HUNTINGTON Totals	Transactions: 3		\$2,867.58
	Checks:	1	\$2,514.16		
	EFTs:	2	\$353.42		

# Payment Batch Register Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON

Batch Date: 12/07/2023

Туре	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Ac	count: CITY AP - HL	JNT - PAYABLES ACCT-HU	ITINGTON		
Check	12/07/2023	83594 Accounts Payable	HOLLAND BOARD OF PUBLIC	WORKS	2,511.81
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00001543	11/30/2023	AIRPORT UTILITIES DUE 12/8/23		2,511.81
CITY AP	- HUNT PAYABLES	ACCT-HUNTINGTON Totals	Transactions: 1		\$2,511.81
	Checks:	1	\$2,511.81		

# Payment Batch Register Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON

Batch Date: 12/14/2023

Туре	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Ac	count: CITY AP - HL	JNT - PAYABLES ACCT-HUN	ITINGTON		
Check	12/14/2023	83721 Accounts Payable	BOILEAU & CO.		3,673.92
	Invoice	Date	Description	Check Sort Code	Amount
	25841	11/30/2023	NOVEMBER 2023 RETAINED SERVICES		3,673.92
Check	12/14/2023	83722 Accounts Payable	CUNNINGHAM DALMAN P.C.		444.00
	Invoice	Date	Description	Check Sort Code	Amount
	332914	11/30/2023	NOVEMBER LEGAL SERVICES		444.00
Check	12/14/2023	83723 Accounts Payable	QUALITY AIR HEATING & COOLING IN	IC	1,596.49
	Invoice	Date	Description	Check Sort Code	Amount
	91058003	12/14/2023	SERVICE CALL AND REPAIRS AT AIRPORT		811.49
	91058092	12/14/2023	AIRPORT BILLING FOR 12/1/23-2/29/24		785.00
Check	12/14/2023	83724 Accounts Payable	SMALL BUSINESS ASSOCIATION OF MICHIGAN		99.99
	Invoice	Date	Description	Check Sort Code	Amount
	JANUARY2024	12/14/2023	PAYMENT FOR AIRPORT 1/24 SBAM ID 234212		99.99
Check	12/14/2023	83725 Accounts Payable	VHM ENTERPRISES INC.		594.50
	Invoice	Date	Description	Check Sort Code	Amount
	18241	12/14/2023	DECEMBER JANITORIAL SERVICES AT AIRPORT		594.50
EFT	12/14/2023	11728 Accounts Payable	MEAD & HUNT INC - ACH	075000019 / 547284589	5,920.75
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00001624	11/30/2023	PAYMENT FOR SERVICES 352571, 378484, 358857		5,920.75
EFT	12/14/2023	11729 Accounts Payable	WEST MICHIGAN UNIFORM - ACH	072413104 / 6038050	103.60
	Invoice	Date	Description	Check Sort Code	Amount
	389386	11/30/2023	NOVEMBER 2023 STMT FOR AIRPORT		103.60
CITY AP	- HUNT PAYABLES	ACCT-HUNTINGTON Totals	Transactions: 7		\$12,433.25
	Checks:	5	\$6,408.90		
	EFTs:	2	\$6,024.35		

## **Payment Batch Register**

#### Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON

Batch Date: 12/28/2023

Туре	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
Bank Ac	count: CITY AP - HU	JNT - PAYABLES ACCT-HUI	NTINGTON			
EFT	12/28/2023	11792 Accounts Payable		FIFTH THIRD BANK - CREDIT CARD - ACH	072499952 / 7661394601	1,596.81
	Invoice	Date	Description		Check Sort Code	Amount
	2024-00001755	12/28/2023	NOVEMBER 2	2023 CREDIT CARD STMT		1,596.81
EFT	12/28/2023	11793 Accounts Payable		SEMCO ENERGY GAS COMPANY - ACH	1 072499952 / 7661394601	574.91
	Invoice	Date	Description		Check Sort Code	Amount
		12/28/2023	DECEMBER R	READ DATE FOR AIRPORT GAS UTILITY		574.91
CITY AP	- HUNT PAYABLES	ACCT-HUNTINGTON Totals	:	Transactions: 2		\$2,171.72
	EFTs:	2	\$2,171.72			