

## West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

P (616) 368-3023

Comprising City of Zeeland, Park Township and City of Holland



## West Michigan Airport Authority

### Regular Meeting Agenda

February 12<sup>th</sup>, 2024

11:30 a.m. – 1:00 p.m.

60 Geurink Blvd. Holland, MI 49423

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

#### Authority Members

##### City of Holland

Scott Corbin  
Charles Murray  
Quincy Byrd

##### City of Zeeland

Kevin Klynstra  
Beth Blanton  
Al Dannenberg

##### Park Township

Elisa Hoekwater  
Skip Keeter  
Ken Brandsen

##### Ex-officio

Jim Storey  
Lucy Ebel

1. Roll Call - 11:30 am\*

2. Public Comment - 11:35 am:

*All public comments are limited to **5 minutes** per speaker. The Public Comment period is established for members of the public to voice opinions to the Board only. Members of the Airport Authority Board or staff do not respond during this period.*

- Written Correspondence to the Board from Mr. Ben Fogg (Tulip City Air Repair).

3. Approval of Agenda – 11:45 am (Action Requested).

4. Consent Agenda – 11:50 am (Action Requested):

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

- a. Approval of December 11<sup>th</sup>, 2023 Meeting Minutes.
- b. Approval of January 8<sup>th</sup>, 2024 Meeting Minutes.

5. E.C. Fuel Farm Lease Agreement - 11:55 am (Action Requested).

6. Action Plan Update – 12:05 pm (Action Requested).

7. FBO & Field Operations Report 12:15 pm (Action Requested).

8. Financial Reports & Monthly Expenses 12:25pm (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.*

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9. Updates from Board - 12:30 pm
  - A. Update from Hoekwater, Advanced Air Mobility
10. Other Business – 12:40 pm :
  - A. Millage Campaign Survey Update
  - B. Community Engagement & Operations Specialist Update
  - C. RAISE Grant Update
11. Adjourn.

Next Meeting will be held March 11<sup>th</sup>, 2024.

*\*All times are approximate*

I don't know what the Airport / board charter is but I'm guessing public SAFETY is #1 on the list. Over the years several planes have traveled off the runway with significant damage because there are NO options. I feel the lack of pilots on the Airport board that use the field in adverse weather taints your judgment on its importance. IF we had a major accident, it would all of the sudden be a major project with utmost urgency. Does a family have to perish to get the board's attention?

Option 1: Simple grass north south runway for small planes only, Clear trees in the flight path in the wet area, I believe this can be done with no or very minimal EGLE permits. Very low cost and make the future a SHOVEL ready project for option 3. Could even be daylight hours only no lights at first.





Option 2: Slim down the proposed plan to runway only, and back taxi on it reducing the scope and costs a lot. Eliminate the proposed taxi way and any other non-essential pieces.











Shown 4,509 feet possible

Shown below 7,374 feet possible for lighting / flight path without significant restrictions that I see .





0 0.1 0.2mi

Current: 677.89 ft  
Total: 8,052.81 ft

Option 3: Perhaps not thought of before this is a potential great option safe in any wind conditions.

1. No need to cross the river saving millions of dollars, and years of delays.
2. Some wetlands need to be relocated. It should be done anyway to keep waterfowl off the field. I/we could possibly use the land north of option 1 with no negative growth impact to the airport future growth because it's on the other side of the river.
3. Longer runway of 4,000 feet + really opens it up to bigger jets balanced field limitations. The old design at 3500 feet limits its use, what's drawn is 4,509 feet according to the GIS giving all planes a real safe option.
4. No residential neighborhood on the end of the runway improving public support and potential safety.
5. Minimal noise over any homes
6. Long enough to get IFR approaches in bad weather.
7. Dual purpose existing taxi ways as much as possible
8. High-tension wires on the north end 1,700 feet away vs 1,000 feet on the current master plan.
9. Wires on the south side are low voltage and can be buried allowing maximum runway length
10. Land to the south of 64<sup>th</sup> street can be acquired at a low cost for rabbit lights.
11. If a taxi way is required by MDOT use it to access the "new hanger area" for a multi-use of the funds to the north. Taxi way to the south could access future "T" Hangers.
12. Lots of future "T", Personal, and corporate hangers on the field with very easy low cost access to the runways. (see blue shaded areas)

I have lost potential GREAT Jet tenants because of no other runway options in cross wind weather. They go to Muskegon, the city rents the hangers for 40% less the services like maintenance and hanger care are below average, but flight safety comes first.



Topic number two:

Question to the board why in the last 5 years of the highest private aviation / airport investment / growth time I have ever seen in 40 years is Holland KBIV not growing?

My experience is because its ridiculously more painful to do it in Holland with less runway options, and more restrictions than many other nearby airports.

Let's use my personal example so we have facts not just estimations.

I have built 2 hangers in the last 7 years, one in Holland one on Beaver Island

	Holland	1.5 million Dollars	Beaver Island	800,000 Dollars
1. Construction approval	12-18 months, and painful.		Two months with the board with limited pain	
2. Cost	Very High		Only high because all the freight to Beaver	
3. Land Lease	\$8,300.00 per year plus inflation		\$900.00 per year	
4. Property taxes	\$42,000 per year		\$6,000	
5. Hanger limitations	A Lot		Bare Minimum	
6. Signage	Lots of rules and meetings		Make it look nice it will be fine	
7. Ramp rental	Quite a lot		None	
8. Board approval	Almost everything		Almost nothing	
9. Lease terms	Very Tough		Crazy friendly	
10.Landscaping	Regulated		None required	
11.Snowplowing	Negotiated		No Fee	

12.Sell it	Board approval	No restrictions other than normal FAA language
13.Fire System	Required	Not required
14.Vacant Hangers	None	None
15.Total time	3 plus years to complete	9 months
16.Community hangers	Yes	None
17.Runway options	<b>1</b>	<b>3</b>

The hangers are not the same size, but both three aircraft plus my helicopter and vacation toys, and the math scales

Standard lease terms of holland state if I correctly remember is that in 20 years the hanger is given to the airport authority/city free of charge and the former owner can rent it back month to month for as long as the board approves., or the owner must remove it at his cost and return it to clean grass field. This means that the hanger builder must take the cost of the hanger and “give” 1/20 of it to the authority each year. So lets do the math.

	Holland	Beaver Island
Airport land lease	\$8,300.00	\$900.00
Hanger property taxes	\$42,000.00	\$6,000.00
Hanger cost /20	\$85,000.00	Sell it no restrictions and make money
Electric, heat	\$12,000.00	\$2500.00
Maintenance	\$12,000.00	\$6,000.00



Interest only loan	\$85,000.00 @80% of build cost	\$40,000.00
TOTAL Annual cost	\$220,000.00	\$46,900.00
Possible rent @100%	\$180,000.00	\$65,250.00
<b>Profit</b>	<b>Negative 64,000.00/yr</b>	<b>Positive \$10,250.00/yr</b>
	<b>For the rest of your life</b>	
	<b>\$5,300 per month loss</b>	<b>or make \$854.00 per month win.</b>

Where would you invest your money??

Do you want to win or lose?

I'm suggesting if the airport board truly wants investment and growth here to stop for a moment and think like an investor. I believe the board needs to find a way to make KBIV MORE attractive than competitive airports. One suggestion is to eliminate the land lease expense. It could be done in the operations budget or increase the millage just a micro amount per person. To help incentivize new investment be only say 10% for the first 15 years after investment, then go to full rate. Allow businesses that are actively bringing in aircraft for services, creating jobs, helping grow, not just based on the field a reduction/credit in land rent. Or a combination of all + new ideas???

The Millage could also be used for more T hangers, no private investor will ever be able to build and rent T hangers at a competitive rate where the local municipality has funded them.

### Topic #3

Change the reputation of the Holland airport board, whether you know it or not the pilot community sees Grand Rapids and Holland one of the most difficult airports in the area to get anything done. This may mean changing certain processes and procedures to allow MUCH more efficient decision making. Just an example give Aaron authority to approve hanger tenant leases without any meetings. Possibly simplify the land lease a lot. Just to name a few.

### Topic #4

Lastly KBIV needs a certain number of Jets on the field to maintain funding from the state/fed gov and we are within one jet of losing our funding! Is the board willing to in some manner subsidize the hanger rent shortfalls of up to (\$2,500/month) to get more jets located here and protect all our funding. I will try to negotiate the best rent deal possible so it may be less.

Thank you for your consideration. I would like to engage in conversation / planning to address these ideas.

Ben Fogg

616-405-9443

bfogg@foggholdco.com



# **West Michigan Airport Authority**

## **MEETING MINUTES**

**December 11<sup>th</sup>, 2023**

**\*\*\*11:30 a.m. – 1:00 p.m.\*\*\***

**60 Geurink Blvd. Holland, MI**

**PRESENT:** Corbin, Murray, Klynstra, Barensen, Keeter, Brandsen, Ebel.

**ABSENT:** Blanton, Hoekwater, Storey

**OTHERS PRESENT:** Aaron Thelenwood (Director), Leanne Schaeffer (Boileau & Co.), Tyler Vandenbrand (Avflight), Justin Gregory (Gallagher, Auditor).

*Chair Klynstra called the meeting to order at 11:30 a.m.*

### **23.12.01 Roll Call**

Murray, Present  
Corbin, Present  
Klynstra, Present  
Blanton, Absent  
Barensen, Present  
Hoekwater, Absent  
Keeter, Present  
Brandsen, Present  
Storey, absent  
Ebel, Present

### **23.12.02 Public Comment.**

None

### **23.12.03 Approval of Agenda (Action Requested).**

Murray made a motion, with support from Keeter to approve the agenda. Motion Passed.

### **23.12.04 Approval of Meeting November Meeting Minutes**

Barensen made a motion, with support from Brandsen to approve the minutes. Motion Passed

### **23.12.05 Approval of Community Engagement & operations Specialist Position**

After recommendations from the Board at the November Board meeting Director Thelenwood presented both the job description and the five year budgetary impact assessment for the position, as reviewed by the Ad-Hoc HR Committee, to the Board for consideration of approval and to begin recruitment. Barensen raised the question of how this position will support the growth aspiration of the Board. Thelenwood explained this position is critical in both raising the community profile of the Airport as well as securing support for both current millage support and in engaging new communities. In addition, this position will provide critical operational support.

Keeter made a motion, with support from Barensen to approve the Community Engagement & Operations Specialist, and position posting as presented. Motion Carried.

### **23.12.06 Approval of Airport Annual Audit (Action Requested).**

Treasurer McCammon & Mr. Gregory (Gallagher, Auditor) presented the FY23 Annual Audit which showed a clean audit and a strong financial position of the airport authority. McCammon pointed out to the Board that there was an excess over the established fund balance policy due to the proceeds from the sale of Parcel K. McCammon suggested the Board should consider action during the next Board meeting to move the excess funds to the Capital Budget.

Barensen made a motion with support from Murray approve the audit as presented. Motion passed.

### **23.12.07 Millage Campaign Research Proposals**

Director Thelenwood presented three proposals from research firms to assist with an initial research campaign to test the viability of a millage campaign to expand support for the airport in surrounding communities, with a request to schedule interviews before the next Board meeting. Corbin asked whether the Airport's communication's firm could execute this work. Ms. Schaefer (Boileau) stated that though they have provided general support for campaigns, this level of work is best suited for a firm with established expertise in this space.

Keeter made a motion with support from Bransen to approve scheduling interviews with the three firms as presented. Motion passed.

### **23.12.08 FBO & Field Operations Report**

Vandenbrand (Avflight) presented the monthly FBO report and a summary of operations on field to the Board.



Barense made a motion, with support by Murray to approve the review of airport fees as presented. Motion carried.

### **23.12.09 Financial Reports**

Treasurer McCammon presented the monthly financial reports as well as expenses to the Board for consideration by the Board.

Murray made a motion, with support from Brandsen to approve the monthly financials as presented. Motion Carried.

### **23.12.10 Other Business**

These items were moved to December's meeting.

### **23.12.11 Other Business**

None

### **23.12.12 Adjourn**

Barense made a motion, with support from Brandsen to adjourn the meeting at 1:05pm. Motion carried.

# **West Michigan Airport Authority**

## **MEETING MINUTES**

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

**\*\*\*11:30 a.m. – 1:00 p.m.\*\*\***

**60 Geurink Blvd. Holland, MI**

**PRESENT:** Murray, Klynstra, Blanton, Dannenberg, Hoekwater, Keeter, Brandsen, Storey, Ebel

**ABSENT:** Corbin, Byrd, Hoekwater

**OTHERS PRESENT:** Aaron Thelenwood (Director), Leanne Schaeffer (Boileau & Co.), Tyler Vandenbrand (Avflight), Ben Fogg, Sue Lamar (Tulip City Air Repair).

*Chair Klynstra called the meeting to order at 11:30 a.m.*

### **24.01.01 Roll Call**

Corbin, absent  
Murray, present  
Byrd, absent  
Klynstra, present  
Blanton, present  
Dannenberg, present  
Hoekwater, absent  
Keeter, present  
Brandsen, present  
Storey, present  
Ebel, present

### **24.01.02 Public Comment.**

Mr. Fogg raised questions to the Board regarding the prospect of a future crosswind runway.

### **24.01.03 Election of Officers (Action Requested).**

Klynstra opened the floor for nominations from the Board. Nominations for the following positions were :

- Chair: Murray
- Co-Chair: Corbin
- Secretary: Blanton

- Treasurer: McCammon

#### **24.01.04 Recognition of Ken Klynstra and His Service to the Board**

The Board recognized Kevin Klynstra for his service to the Board following his long tenure as his last meeting would be December 2023.

#### **24.01.05 Approval of Agenda (No Action).**

Keeter made a motion with support from Klynstra to approve the agenda as presented. Motion Carried.

#### **24.01.06 Minutes from Consent Agenda (Action Requested).**

December 11<sup>th</sup> meeting minutes would be presented during the February Board meeting.

#### **24.01.07 Avflight Fuel Farm Agreement and First Amendment to the FBO Agreement(Action Requested).**

Director Thelenwood presented the draft fuel farm agreement for the proposed new fuel farm with Avflight as well as the First Amendment to the existing FBO Agreement to reflect the new fuel farm.

Dannenberg made a motion with support from Brandsen to approve the Fuel Farm Agreement and Amendment as presented. Motion passed.

#### **24.01.08 Millage Research Consultant (Action Requested)**

Director Thelenwood presented a proposal from Mitchell Consulting Group for the millage research campaign. Mr. Mitchell was in attendance to answer questions from the Board. The proposals was initially for \$5,000 to survey a single community. The Board took action to approve up to \$25,000 to potentially survey additional surrounding communities. The proposal had been reviewed and recommended for approval by the Marketing & Communications Committee,

Keeter made a motion, with support from Klynstra to approve the research proposal as presented, with a limit not to exceed \$25,000. Motion carried.

#### **24.01.09 Approval of Midyear Budget Amendments**

McCammon presented two budget amendments to the Board. 1. The transfer of \$579,000 from the operating budget to Capital and 2. Approval of the \$25,000 for the Millage Research Proposal.

Blanton made a motion with support from Brandsen to approve item 1. Brandsen made a motion with support from Klynstra to approve item 2. Both motions carried.

#### **24.01.10 FY25 Budget Schedule**

Director Thelenwood presented the proposed FY25 budget schedule for approval by the Board.

Blanton made a motion with support from Klynstra to approve the FY25 as presented. Motion carried.

#### **24.01.11 RAISE Grant Application**

Director Thelenwood presented a proposal to pursue funding through the RAISE Grant program, through the Department of Transportation to pursue funding to support advanced air mobility and multimodal integration. The grant application would be submitted in conjunction with three partners, Radius Advisory Group, Aveopt, and NUAIR. Additionally staff were exploring a collaboration with MAX Transit. Staff also recommended securing support from grant writing consultant to provide technical assistance with the final application for \$5,000.

Murray requested the approval be subject to cost sharing of the grant writing fee with the MAX if they agreed to partnering. Murray also requested whether the approval could be delayed until the February meeting. Due to the tight deadline, staff recommended proceeding. Bransen suggested that the Board proceed due to the potential development opportunities if this grant were awarded.

Brandsen made a motion with support from Keeter to approve the grant application. The motion carried with one dissenting vote from Murray.

#### **24.01.12 Community Engagement & Operations Specialist Search Update**

Director Thelenwood provided an update to the Board regarding application received and interview schedule. No action taken.

#### **24.01.13 FBO and Field Operations Report**

Vandenbrand (Avflight) provided an update to the Board regarding operations including snow removal operations and preparedness.

Klynstra made a motion with support from Keeter to accept the FBO & Operations Report. Motion Carried.

#### **24.01.14 Financial Reports & Monthly Expenses**



McCammon presented the monthly financial reports and monthly expenses to the Board.

Blanton made a motion with support from Dannenberg to approve the monthly financial reports and expenses.

#### **24.01.15 Updates from the Board**

#### **24.01.16 Other Business**

#### **24.01.17 Adjourn**

Keeter made a motion with support from Klynstra to adjourn. Motion carried.

Corbin made a motion, with support from Keeter to adjourn the meeting at 1:05pm. Motion carried.

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February 12<sup>th</sup>, 2024

### REPORT 5

**To:** West Michigan Airport Authority Board.  
**From:** Aaron Thelenwood, Director.  
**Subject:** **E.C. Aviation Fuel Farm Lease Agreement**

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The Airport Authority has approved plans for E.C. Aviation to construct a new fuel farm facility at its hangar located at West Michigan Regional Airport. E.C. Aviation has been working over the past year to finalize engineering and construction planning for the new fuel farm facility. This new fuel farm will be above ground and placed in the same location as the current fuel underground farm, bringing it in alignment with current fuel farm standards; the airport authority requires all new fuel farms to be built above ground.

Under the terms of the new fuel farm construction E.C. Aviation will be responsible for removing the old fuel farm in its entirety and mitigating any potential environmental issues, should they arise.

With the exception of the fuel farm being above ground as opposed to below, there are no other significant changes to the fuel farm lease agreement.

**Recommendation:** It is recommended that the Authority Board approve the attached fuel farm lease agreement, subject to final approval as to form by the Airport's Attorney.

## **FUEL FARM LEASE AGREEMENT**

This Fuel Farm Lease Agreement (this "Lease Agreement") 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 "Authority"), and **E. C. AVIATION SERVICES, INC.**, a Michigan corporation, with its principal place of business located at 600 N. Centennial, Zeeland, MI 49464 (the "Grantee").

### **RECITALS**

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

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

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

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

#### **1. TERM.**

This Lease Agreement shall be effective on \_\_\_\_\_, 20\_\_ (the "Effective Date"). The term of this Lease Agreement shall commence on the Effective Date and continue until [\_\_\_\_\_] (the "Original Term"); 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.

Provided Grantee is not in default, Grantee shall have the option to renew this Lease Agreement for \_\_\_\_ ( ) additional periods of \_\_\_\_ ( ) years ("Renewal Term"), commencing upon the termination of the Original Term, upon the same terms and conditions as apply to the Original Term. Grantee shall exercise this option by giving the Authority written notice of exercise at least one hundred fifty (150) days prior to the expiration of the Original Term. The Original Term and Renewal Term may be collectively referred to as the "Term".

## **2. HOLDING OVER.**

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. PREMISES.**

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<sup>1</sup>**, attached to this Lease Agreement and incorporated herein by reference (the "Premises").

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. PRIVILEGES GRANTED TO GRANTEE.**

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 operations 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;

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; and

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<sup>1</sup> NTD: Will the Authority or Gentex prepare this exhibit?



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 with the Minimum Standards for Fixed Base Operators and Permit Holders to Provide Aeronautical Services to the Public (the “Minimum Operating Standards”) 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 (“FAA”), Transportation Security Administration (“TSA”), Department of Homeland Security (“DHS”), 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**.

## **5. LIMITATIONS ON GRANTEE.**

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. STRUCTURAL CONTROLS.**

A. All fueling facilities must at all times meet all requirements imposed by any governmental agency having jurisdiction over fueling facilities at the Airport or by any insurer providing insurance coverage to the Airport or with regard to the particular fueling facilities, 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 Fixed Base Operator ("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 ("EGLE"), 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 ("SWPPP") 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. OPERATIONAL CONTROLS.**

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 (“Tankers”) may only dispense aviation fuel to fixed fuel storage tanks and shall not directly dispense to fuel transport vehicles used on the Airport or to aircraft.

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 be 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 shall 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 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. RENTAL.**

Grantee shall pay the Authority for the use of the Premises described herein, a fuel flowage fee in the amount of eleven cents (\$0.11) 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 “rent”. 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. ADDITIONAL FEES, CHARGES, AND RENTALS.**

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. TAXES.**

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. INDEMNITY AND INSURANCE.**

Grantee shall indemnify, protect, defend, and hold the Authority and the City of Holland (each, an "Indemnified Party") 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 an Indemnified Party or 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. Except as otherwise provided herein, 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 following insurance covering its operations at or upon the Airport including areas assigned exclusively to Grantee and also areas used by Grantee in common with others. Such coverage shall name the Authority and the City of Holland, and their directors, officers, agents and employees, as additional insureds to the extent of the contractual liability assumed by Grantee hereunder. Coverage shall be placed with insurance companies licensed to do business in the State of Michigan. Such insurance shall be in at least the following amounts:

- A. Comprehensive General Liability covering claims for damages because of bodily injury and personal injury, including death, and damage to property, in the amount of Five Million Dollars (\$5,000,000), combined single limit. Such policy shall include coverage for Premises and Operations, Contractual Liability as applicable to the hold-harmless agreements in this Lease Agreement, Products and Completed Operations, Property Damage, and a cross liability endorsement for the Authority and the City of Holland, and their directors, officers, agents, and employees, as additional insureds.
- B. Comprehensive Auto Liability, including owned, non-owned, or hired in the amount of One Million Dollars (\$1,000,000) each accident combined single limit.
- C. Workers' Compensation, including occupational disease, other states and voluntary compensation endorsements/coverage on all employees to statutory limits.
- D. Employer's Liability, in the amount of Five Hundred Thousand Dollars (\$500,000) per accident or disease, and Five Hundred Thousand Dollars (\$500,000) policy limit on disease.
- E. Environmental Liability, in the amount of Five Million Dollars (\$5,000,000) per occurrence, and Five Million Dollars (\$5,000,000) limit General Aggregate.

Such policies of insurance shall be in a form and with companies reasonably satisfactory to the Authority (provided that AM Best rated insurance company with a rating of A-, VI or better shall be deemed reasonably satisfactory for the purposes hereof). Grantee shall be

fully responsible for the insurance policy deductible for which the required insurance applies.

Certificates shall be deposited with the Authority at least ten (10) business days prior to commencement of Grantee's operations showing such insurance to be in effect and showing the Authority and the City of Holland, and their directors, officers, agents, and employees, as additional insureds and requiring the issuing company to give thirty (30) days prior written notice to the Authority prior to the cancellation of the insurance or material change in the coverage. Grantee shall provide renewal certificates to the Authority confirming annual renewal of the required coverages.

Grantee must, at all times during the Term, and at Grantee's sole expense, also keep all improvements which are now or which may hereafter become a part of the Premises insured with broad form fire and extended coverage insurance with an all-risk endorsement against loss or damage by fire, earthquake, flood, war, and other extended coverage hazards for not less than the full replacement value of such improvements (excluding foundations and excavation), with loss payable to the Authority and Grantee as their interests may appear. Any loss adjustment will require the written consent of the Authority, the City of Holland, and the Grantee.

In order to effect a waiver of insurance subrogation rights, to the extent permitted by law, each party, its elected and appointed officials, employees and volunteers and others working on its behalf, does hereby release the other from liability from any loss or damage to the Premises, building, personal property, fixtures, and equipment of the other to the extent that such loss is covered, or would be covered by fire and extended coverage insurance in the full insurable value of such real or personal property, even though such loss may be due to the negligence or fault of such other party, its agents, representatives, or employees. Grantee's policies of insurance shall contain a clause or endorsement that such release shall not adversely affect or impair such policies or prejudice the right of Grantee or the Authority as additional insured, to recover hereunder.

From time to time, the Authority may review applicable insurance limits and coverages, and Grantee agrees to provide insurance as shall then comply with current policy requirements of the Authority. The Authority shall notify Grantee of any such changes in the minimum limits and/or types of coverage required and Grantee shall have thirty (30) days from such notice to provide the Authority with adequate proof of insurance in accordance with this section.

## **10. UTILITIES AND SERVICES.**

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.

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 slightly 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 slightly 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:**

West Michigan Airport Authority  
ATTN: Aaron Thelenwood  
60 Geurink Blvd.  
Holland, MI 49423

### **TO GRANTEE:**

E. C. Aviation Services, Inc.  
ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

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

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:

- A. Terminate this Lease Agreement and retain any security deposit;
- 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. PRELIMINARY PLANS.**

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. REVIEW OF AND COMMENTS ON PRELIMINARY PLANS.**

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. APPROVAL OF FINAL PLANS.**

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 ("bonds") 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. NOTICE OF COMPLETION.**

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. TITLE OF PROPERTY AT EXPIRATION OF AGREEMENT.**

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 become the property of 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. AUTHORITY'S RIGHT OF CANCELLATION NOT WAIVED.**

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. RIGHT OF ENTRY.**

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. SOIL CONDITION.**

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 violation of any environmental requirement by Grantee or 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 (i) the Authority or (ii) any party other than Grantee and such other party assumes or is required by court order or other governmental authority to take responsibility for cleanup of such Hazardous Materials, including the migration of such substance onto or from the Premises..

**18. RULES AND REGULATIONS.**

Grantee agrees to observe and obey all rules and regulations promulgated from time to time by the Authority, the U.S. Department of Transportation ("DOT"), the FAA, the TSA, the DHS, the Michigan Department of Transportation ("MDOT"), 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. ASSIGNMENT AND SUBLETTING.**

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. GRANTEE COVENANTS.**

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. SUCCESSORS AND ASSIGNS BOUND BY COVENANTS.**

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. CONDEMNATION.**

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. INTERPRETATION.**

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. REMEDIES AND DEFAULT.**

Each of the following constitutes a default by Grantee under this Lease Agreement: (1) Grantee's failure to pay rent when due for a period of thirty (30) days after Grantee receives notice from Authority setting forth the failure in question; (2) Grantee's failure to perform or observe, or undertake to remedy, any other of Grantee's obligations under this Lease Agreement, including failure to timely complete required improvements which are expressly required pursuant to this Lease Agreement, 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 shall not interpose any counterclaim whatsoever in any such summary proceeding; provided, however, that the foregoing shall not constitute a waiver of Grantee's right to bring a separate action for any claim Grantee may have, but such separate claim shall not be joined or consolidated with such Authority-instituted summary proceedings.

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. AMENDMENT.**

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. SURVIVAL OF AGREEMENT.**

In the event this Lease Agreement is terminated by agreement or default, the terms and conditions of paragraphs 9, 14, 15, 16, and 17 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:\_\_\_\_\_

**E. C. AVIATION SERVICES, INC.**

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. Covenants Against Discrimination.**

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.
- B. 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 (“49 CFR Part 23”), 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. Safety & Security Procedures.**

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's 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. Environmental Regulations.**

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 below, 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 "Environmental Laws");
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 or any party other than Grantee and such other party assumes or is required by court order or other governmental authority to take responsibility for cleanup of such Hazardous Materials, 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, "Hazardous Material(s)" 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 evidentiary basis to believe that Grantee has caused the presence of Hazardous Materials in violation of Environmental Laws and Grantee fails after receiving a written request from the Authority 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. Notwithstanding anything herein or in the Lease Agreement to the contrary, Grantee shall not be liable or have any obligation to indemnify for losses arising out of the acts or omissions of the Authority or a party other than Grantee, and Grantee shall not be liable for any Environmental Condition except to the extent resulting from its acts or omissions. Grantee shall have the burden of proving an Environmental Condition has arisen from the acts or omissions of the Authority or a party other than Grantee. "Environmental Condition" shall mean the presence, disposal, discharge, dispersal, release, escape, or migration of any Hazardous Material into or upon land, any structure on land, the atmosphere, or any watercourse or body of water, including groundwater and/or the presence of any abandoned underground storage tank or buried solid waste in, under, or on land or any structure on land.

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. Future Airport Use and Development.**

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.



June 5, 2023

Mr. Aaron Thelenwood  
Airport Authority Director  
West Michigan Regional Airport Authority  
60 Geurink Boulevard  
Holland, MI 49423

Dear Mr. Thelenwood,

Ref: Approval request for installation of new above-ground fuel storage tank

As previously discussed, the current fuel tanks have reached the end of life and must be replaced. We have been working with the R.W Mercer Co. on this project and are ready to move forward. We are proposing the removal of the (2) existing underground tanks and replacing them with (1) above-ground tank.

The tanks are located on the 146 Geurink Blvd parcel, with underground piping to the fuel dispensing unit located at 120 Geurink Blvd. The project will include the removal of the existing tanks, with the new tank being placed above ground at the same location. This allows us to reuse the existing piping from the tank location to the fuel dispensing unit.

The proposed scope of the project is as follows:

- A) EXCAVATION:  
Disconnect/Demo existing piping from pump area to two UST's.  
Excavate, clean, and remove/properly dispose of existing two (2) existing 12,500-gallon steel USTs.  
Furnish and Install sand fill for tank voids, compact to grade as needed.  
Sawcut and excavate six (6) 3' x 3' areas (as needed) in existing concrete to access surface of underground piping.
- B) CONCRETE:  
Prep and pour 120 sq. ft. of 8" non-reinforced concrete for anchoring of piping and conduits.  
Prep and pour 792 sq. ft. of 8" reinforced concrete for tank slab (#4 rebar @ 12" o.c. on chairs).  
Prep and monolithically pour two (2) foundations under tank saddles, 18" x 18" x 10' each.  
Furnish and install forty-six (46) 6" x 7' bollards with foundations.
- C) TANKS:  
Furnish and install one (1) 20,000-gallon double walled Fireguard AST.
- D) MANHOLES/SPILL CONTAINERS/OVERFILL:  
Furnish and install one Stainless (1) remote fill spill container with single leg stand.  
Furnish and install one (1) 3" overfill prevention valve, with 3" cap and adapter in remote fill.



E) PIPING:

Furnish and install 3" sch. 40 black steel, welded, product pipe for new AST to existing pump system.  
Furnish and install 3" sch. 40 black steel, welded, pipe above ground for fill line to AST.  
Furnish and install 3" sch. 40 black steel pipe for vent riser on tank.  
Furnish and install 3" ball and check valve/fittings for remote fill line.  
Furnish and install 3" flanged solenoid valve at tank for anti-syphon protection.  
Furnish and install 3" flanged solenoid valve at pump entry for head pressure protection.  
Furnish and install two (2) 8" emergency vents, and one (1) 3" open working vent.  
Furnish and install new flange and Victaulic coupler as needed to repair filter in dispenser cabinet.

F) CATHODIC PROTECTION:

Provide certified corrosion engineer to recertify and protect existing cathodic protection on pipe run.  
Includes excavating and accessing existing lines for testing, and reports for submission to State.

G) TANK MONITOR:

Furnish and install one (1) TLS-4 printer, display, and application software.  
Furnish and install one (1) Mag Plus probe with 4" float kit, with wireless transmission to hangar.  
Furnish and install four one (1) interstice sensor, with wireless transmission to hangar.  
Furnish and install one (1) overfill alarm via clock gauge and battery-operated alarm at fill area.

H) PERMITS:

Secure State permit as required.

I) ELECTRICAL:

Furnish and install new conduit from AST to pump area for solenoid valves (2).  
Furnish and install tank monitor connection in hangar area, assumes power box within 100'.  
Furnish and install remote fill alarm wiring and protection near fill.  
Furnish and install power from existing Rectifier for cathodic, to new location if needed.

J) SERVICE:

Furnish all labor and equipment to perform the tasks in the scope of work described.  
Purge lines, test for operation, and commission for warranty as needed for equipment installed.  
Clean up site from our work and train customer on equipment installed.

We would ask for your review and approval based on the preceding comments. Please let me know if you have any questions.


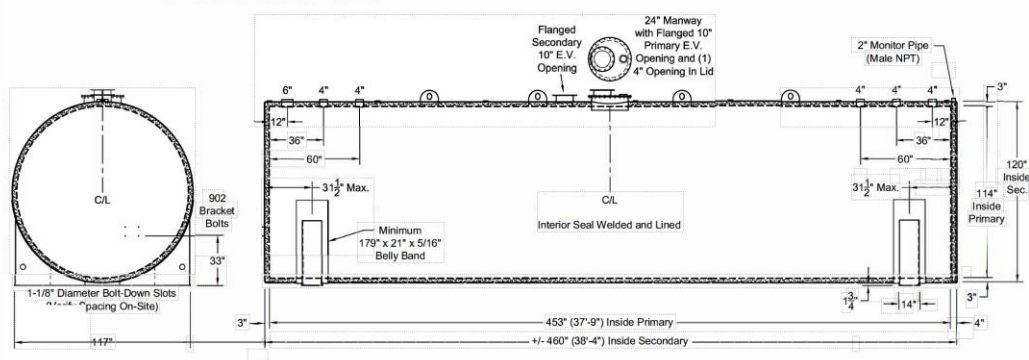
Sincerely,



Scott Heerema  
Director of Corporate Facilities

Attachment (1)



 <b>STANWADE</b> METAL PRODUCTS, INC. 6868 State Route 305, P.O. Box 10 Hartford, Ohio 44424 Phone: 800-826-5243 Fax: 1-330-772-3307 www.tankstore.com	<b>Capacity:</b> 20,000 Gallons <b>Design:</b> Double Wall Aboveground <b>Code:</b> UL 2085, Fireguard <b>Test Pres.:</b> 5 P.S.I.		<b>Primary Heads:</b> 1/4" <b>Primary Shell:</b> 1/4" <b>Secondary Heads:</b> 5/16" <b>Secondary Shell:</b> 1/4"	<b>Paint Ext.:</b> White Urethane <b>Paint Int.:</b> Phenoline Tank Shield + <b>Steel Wght:</b> 30,700 Lbs. <b>Insul. Wght:</b> 10,600 Lbs. <b>Total Wght:</b> 41,300 Lbs.
	<b>Notes:</b> 1. Dimensions Shown Are Interior Clearances. 2. All Openings Are Female Threaded Unless Noted Otherwise. 3. Tank Is Intended For Stationary Use Only. 4. Tank Must Be Open Atmospheric Vented.			
	<b>Changes to This Quote Drawing May Affect Pricing</b>			
				
<b>Customer:</b> R.W. Mercer Co. <b>Drawing #:</b> MER201.12-22-22.1 <b>Quote #:</b>	<b>Drawing Date:</b> 12-22-2022  Quoted Lead Times Begin Upon Receipt of Signed Approved Drawing, Which Must Be Returned Before Production Can Begin.		<b>Drawing Approved By:</b>	

## West Michigan Airport Authority

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

Comprising City of Zeeland, Park Township and City of Holland



February 12<sup>th</sup>, 2024

**To:** West Michigan Airport Authority Board.

**From:** Aaron Thelenwood, Authority Director

**Subject:** FY24 Action Plan Update

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**I. Stabilize FBO Services:**

**Complete**

**II. Get operations back to and maintained at National GA Designation Level (5,000 IFR)**

*Progress has been made, though by end of year the Airport has fallen short of this target at a total of 4,432 IFR operations. Avflight has worked with its partners to support operations on field and staff have worked to get messaging out to pilots on the importance of Flight Plans and IFR operations on the airport's designation. In 2024 staff are exploring partnerships with potential new operators on-field that could potentially drive up operations significantly. There is also ongoing confusion on how exactly FAA calculates these figures, considering filed flight plans seem to be their benchmark. When we look at data for filed flight plans from Flight Aware, for example, our operations look to be closer to 8,000.*

**III. Increase operations to 40,000 (July 1st, 2023- June 30th, 2024)**

*Staff are working on how best to benchmark this data, beside the annual report card provided by MDOT-Aero.*

**IV. Increase staffing- 2 FTE**

**Complete. Courtney Sawyer has accepted the role of Community Engagement & Operations Specialist with the Airport Authority. Courtney will be joining the team on February 16<sup>th</sup>. Courtney brings direct airport operations and aviation experience from prior roles with Grosse Ile Airport and from her previous position as a Crew Resource Planner for Executive Jet Management.**

**V. Flight school established**

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

## West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

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Comprising City of Zeeland, Park Township and City of Holland



***Complete, following the Board's approval of 4-One Air Flight School.***

### **VI. Establish a KPI Dashboard for monitoring metrics**

***Underway. The framework for the dashboard is complete, now with the new Community Engagement & Operations specialist role, the focus will be on backfilling existing and new data.***

### **VII. North Taxi Lane construction complete**

***Under way. A pre-bid meeting was held February 8<sup>th</sup>. Construction is currently slated for early June.***

### **VIII. Millage campaign for additional municipalities in full swing for November ballot**

***Initiative is well underway. Mitchell research has provide a comprehensive first draft survey and staff are in the process of providing revisions. After the first round of revisions, staff will engage the Marketing & Communications Committee for input. This initial survey will collect input from both voters as well as business leaders in the community who benefit from the airport.***

### **IX. Complete Baseline Feasibility study for eVTOL**

***Underway. With submission of the RAISE Grant staff, in conjunction with partners radius Advisory Group, Aveopt, and NUAIR have begun compiling significant operational data, in addition to partnerships across the mobility space. If awarded, funding will be made available to complete the planning necessary to determine the feasibility of advanced air mobility/eVTOL on field.***

### **X. Community engagement & visioning process ½ way complete**

***Begun. Though the cost for a full visioning plan is quite substantial, close to \$80,000, other initiatives underway (including the millage survey, RAISE Grant Engagement, and community engagement initiatives) have proved invaluable in expanding engagement. With the Airport.***

### **XI. Established clear directions for North Business Park Taskforce**

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

## **West Michigan Airport Authority**

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

*Comprising City of Zeeland, Park Township and City of Holland*



***Efforts of the Taskforce have been suspended due to other ongoing business engagement efforts. Initiatives like the community survey outlined have the possibility of reinvigorating this initiative.***

### **XII. Complete on-ground transportation study**

***Begun, With efforts tied to the RAISE Grant application, we are first starting with research that has been completed by the MACC & MAX and identifying opportunities to potentially fill in the gap, especially as it concerns transit to and from the airport.***

### **XIII. Identify targeted goals for diversifying revenues on field**

***Underway. The Board has directed staff to review existing fee structures to ensure they are A. in line with industry standards and B. are right sized both for intended use cases and revenue generation***

### **XIV. Letter of Intent with Educational Partner**

***Underway, though arguably much further along than a letter of intent. Likely, if we were to ask for a letter of intent from the Ottawa Area ISD, or surrounding schools in West Michigan, we would get it quickly. However, we have made huge strides and are currently active participants with regional education programs like FuturePREPd and I Challenge U. We are also supporting the ISD's efforts to establish aviation based programming through the Careerline Tech Center which, as we understand. Further, we have also been working with partners on the East side of the state at Detroit Metro Airport, through the Tuskegee Airmen Museum, to explore the roll-out of aircraft mechanic curriculum at local high schools. They utilize a program developed by Choose Aerospace, a nonprofit organization who works directly with major aircraft repair and overhaul companies, which puts junior and high school students on a pathway to their A&P Mechanic's license. All of the efforts above have also garnered significant interest from elected officials both locally and at the state level in addition to local leadership.***

***Again, this item is "incomplete" but based on what's outlined above, the Airport Authority has easily outpaced the original goal.***

## **West Michigan Airport Authority**

60 Geurink Boulevard, Holland, MI 49423

P (616) 368-3023

*Comprising City of Zeeland, Park Township and City of Holland*



*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.*

# WMAA MONTHLY FBO REPORT

## West Michigan Regional Airport FBO Report Avflight Holland January 2024

Total Fuel Gallons Delivered		Current Month 01/24	One Year Ago 01/24	Current Year To Date 01/01/24-01/31/24	F/Y to Date Compared 01/01/23-12/31/23	
Avgas		432	N/A	432		
Jet Fuel		25,390	N/A	25390		
Total Gallons Delivered		25,822	N/A	25,822	N/A	
Transplant/Ambulance Flights		1				
Wings Of Mercy Operations		0				
Freight Flights From/To Holland		0				
Freight Weight		N/A				



## Avflight BIV January 2024 Landing Fees

Transaction Number	Date	Aircraft	Customer	Quantity	Price	Extended
BIV24-002203	1/2/2024			1	35	35
BIV24-002204	1/2/2024			1	35	35
BIV24-002210	1/3/2024			1	9	9
BIV24-002216	1/4/2024			1	30	30
BIV24-002217	1/4/2024			1	35	35
BIV24-002233	1/6/2024			1	35	35
BIV24-002237	1/7/2024			1	35	35
BIV24-002238	1/8/2024			1	45	45
BIV24-002270	1/12/2024			1	30	30
BIV24-002271	1/12/2024			1	50	50
BIV24-002288	1/16/2024			1	50	50
BIV24-002301	1/17/2024			1	45	45
BIV24-002302	1/17/2024			1	45	45
BIV24-002308	1/18/2024			1	35	35
BIV24-002311	1/18/2024			1	45	45
BIV24-002314	1/18/2024			-1	45	-45
BIV24-002315	1/18/2024			1	45	45
BIV24-002319	1/21/2024			1	50	50
BIV24-002327	1/22/2024			1	45	45
BIV24-002332	1/22/2024			1	15	15
BIV24-002335	1/23/2024			1	50	50
BIV24-002364	1/24/2024			1	45	45
BIV24-002368	1/24/2024			1	35	35
BIV24-002367	1/25/2024			1	35	35
BIV24-002366	1/26/2024			1	30	30
BIV24-002362	1/29/2024			1	35	35
BIV24-002361	1/31/2024			1	45	45
BIV24-002365	1/31/2024			1	25	25

**\$ 969.00**

To Avflight	15%	\$ 145.35
To Airport	85%	\$ 823.65

Avflight Holland Corporation  
60 Geurink Blvd.  
Holland, MI 49423



A network of professional full-service FBOs serving general and commercial aviation.

6 February 2024

WMRAA  
60 Geurink Blvd.  
Holland, MI 49423

RE: An Update to the West Michigan Regional Airport Authority Board

Dear WMRAA Board Members,

Last month, Avflight Holland hosted another meeting with on field tenants regarding winter operations. This meeting immediately followed the tail end of the multi-day winter weather event we experienced here at the West Michigan Regional Airport. Amongst other topics, one of the primary talking points was exploring the potential of introducing a liquid runway de-icing chemical to our current Snow Removal fleet.

Upon the conclusion of this meeting, we immediately began to have additional conversations with industry experts, including the lead operations managers at Cherry Capital Airport (Traverse City) and Gerald R. Ford International Airport (Grand Rapids). Additionally, Director Thelenwood and I visited the SRE (Snow Removal Equipment) facility at Muskegon County Airport to compare equipment and see what areas can be addressed or improved in our current fleet.

Our Area Manager, Brent Beutler, was also able to get a visit to Gerald R. Ford organized, where we toured the Snow Removal Facility and looked at their equipment offering. One of the key pieces of equipment they use that would have a tremendous positive impact on our operation here is a combination unit, called a multi-tasking snow removal vehicle. These vehicles provide the benefit of a plow/brush/blower in one vehicle, allowing for quicker runway clean up times, less contamination (snow/ice on runway), and improved conditions. Simply put, one of these vehicles would increase the capabilities of our snow removal effort tenfold.

Finally, conversations with the aforementioned ops leaders around a liquid runway de-icing chemical proved promising, as we were able to get a variety of expert input on the topic and really begin to investigate a potential incorporation of said liquid chemical here at the West Michigan Regional Airport. As we continue to explore solutions to consistently better our snow removal capabilities here at the WMRA, we will keep up conversations like these and keep the board in the loop on leads we uncover and progress we make.

We look forward to a strong finish to the 2023-24 winter season and are preparing to approach '24-'25 even stronger.

Blue Skies and Tailwinds,

Tyler VandenBrand  
General Manager  
Avflight Holland

# West Michigan Airport Authority

**Meeting Date:** February 12, 2024

**Agenda Item:**

**Subject:** Financial Reports for 1/31/2024-Unaudited

**Prepared By:** Julie Ziurinskas, City Finance

**Recommendation:** Accept Financial Reports as information

The West Michigan Airport Authority is seven months into fiscal year 2024. Attached are Budget Performance Reports for the seven months ended January 31, 2024 (58.33% of year), and the Trial Balance Listing and Fund Equity Reports through January 31, 2024.

## GENERAL FUND

### Revenues

Operating revenues for the first seven months totaled \$572,705, or 82% of budget. Consistent with prior years, the total represents a higher percent of budget due to the timing of tax collections. January 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 seven months totaled \$310,686, or 46% of budget. The overall percentage of operating expenses appear to be tracking within budget, however, there are several accounts that are over-budget. This will most likely change as a result of the year end audit process as finance works with the Airport Director to allocate expenses to the appropriate expense account (i.e. some expenses in Engineering expense account will be moved to the Capital Fund expense accounts).

## CAPITAL FUND

### Revenues

Capital revenues for the first seven 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 \$1,247,511.51 at January 31<sup>st</sup>, comprised mostly of cash. General Fund Liabilities totaled \$71,978.64 at January 31<sup>st</sup>, and represents accounts payable and unearned revenue (prepaid lease).

The combined General and Capital funds balance at January 31 is \$2,325,424.

# Balance Sheet

Through 1/31/24

Detail Listing

Exclude Rollup Account

Account	Account Description	FY 2023 Actual	FY 2024 YTD
Fund Category <b>GOVERNMENTAL</b>			
Fund Type <b>GENERAL FUND</b>			
Fund <b>Z01 - WMAA (Airport) General Fund</b>			
<b>ASSETS</b>			
110001.675	Cash Due from Cash/Inv Pool	1,597,687.72	1,178,706.59
113040.0	Accounts Receivable General	32,614.47	68,779.23
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	Taxes Receivable 2020	36.06	36.06
114026.202	Taxes Receivable 2021	39.13	39.13
114026.202	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
<b>ASSETS TOTALS</b>		<b>\$1,632,794.39</b>	<b>\$1,247,511.51</b>
<b>LIABILITIES AND FUND EQUITY</b>			
<b>LIABILITIES</b>			
210202.0	Accounts Payable General	65,370.97	13,874.40
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	58,104.24
<b>LIABILITIES TOTALS</b>		<b>\$83,758.43</b>	<b>\$71,978.64</b>
<b>FUND EQUITY</b>			
341390.AB	Fund Balance - Assigned (By Action) Business Center	125,000.00	125,000.00
342390	Fund Balance-Unassigned	1,424,035.96	1,113,949.84
<b>FUND EQUITY TOTALS</b>		<b>\$1,549,035.96</b>	<b>\$1,238,949.84</b>
<b>LIABILITIES AND FUND EQUITY</b>		<b>\$1,632,794.39</b>	<b>\$1,310,928.48</b>
<b>Fund Balance, Beginning</b>			<b>\$1,238,949.84</b>
Remaining Budet Revenues			\$124,295.48
Remaining Budet Expenditures			(\$364,784.03)
FY 2023 Year-End Transfer to			(\$579,698.46)
<b>Fund Balance, Estimated</b>			<b>\$418,762.83</b>
<b>Fund Balance % of Budgeted Expenditures</b>			<b>62%</b>
<b>FY 2023 Year-End Transfer to Capital</b>			
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

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund Z01 - WMAA (Airport) General Fund</b>										
<b>REVENUE</b>										
Department <b>000 - General Revenues</b>										
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	288.18	.00	128,378.04	(3,378.04)	103	119,229.36
450582.P	Contributions from Other Govts From Park Township	120,000.00	.00	120,000.00	12,125.69	.00	71,039.49	48,960.51	59	79,929.24
450582.Z	Contributions from Other Govts From City of Zeeland	80,000.00	.00	80,000.00	13.38	.00	53,124.76	26,875.24	66	59,476.17
460654.1	Franchise Fees FBO Franchise Fees	27,600.00	.00	27,600.00	2,289.93	.00	46,385.02	(18,785.02)	168	13,739.58
460654.5	Franchise Fees Fuel Flowage Fee	82,000.00	.00	82,000.00	3,773.91	.00	35,408.68	46,591.32	43	48,022.26
460654.7	Franchise Fees Landing Fees	30,000.00	.00	30,000.00	1,705.10	.00	16,020.45	13,979.55	53	17,491.04
480665.0	Investment Income General	15,000.00	.00	15,000.00	.00	.00	25,272.76	(10,272.76)	168	12,210.56
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	6,464.31	2,435.69	73	4,826.34
480669.24	Rental Hangar Land Lease	120,000.00	.00	120,000.00	997.52	.00	120,532.05	(532.05)	100	103,427.51
480669.25	Rental Agricultural Land Lease	13,500.00	.00	13,500.00	.00	.00	12,346.48	1,153.52	91	12,209.21
480669.26	Rental T-Hangars	60,000.00	.00	60,000.00	50.00	.00	40,900.00	19,100.00	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 <b>000 - General Revenues Totals</b>		\$697,000.00	\$0.00	\$697,000.00	\$22,048.10	\$0.00	\$572,704.52	\$124,295.48	82%	\$529,807.44
<b>REVENUE TOTALS</b>		\$697,000.00	\$0.00	\$697,000.00	\$22,048.10	\$0.00	\$572,704.52	\$124,295.48	82%	\$529,807.44
<b>EXPENSE</b>										
Department <b>540 - Airport Operations</b>										
710701.0	Payroll-Regular General	121,800.00	.00	121,800.00	2,744.09	.00	42,164.53	79,635.47	35	41,802.95
710707.0	Payroll-Temporary Help General	63,700.00	.00	63,700.00	638.83	.00	3,765.00	59,935.00	6	15,237.50
711702.0	Payroll-Vacation/PTO General	.00	.00	.00	2,631.16	.00	7,519.17	(7,519.17)	+++	4,673.89
711703	Payroll-Holidays	.00	.00	.00	1,503.52	.00	3,247.04	(3,247.04)	+++	3,515.60
711716.1	Insurance Health	6,000.00	.00	6,000.00	250.00	.00	1,750.00	4,250.00	29	1,750.00
711718.1	Retirement Contribution MERS	13,400.00	.00	13,400.00	601.40	.00	4,127.11	9,272.89	31	3,941.80
711720	Insurance-Income Protection	120.00	.00	120.00	81.49	.00	370.45	(250.45)	309	(129.50)
712715	Employer FICA/Medicare Contribution	12,800.00	.00	12,800.00	594.23	.00	4,471.12	8,328.88	35	5,123.99
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	1,183.53	.00	1,772.76	227.24	89	1,244.26
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	9,813.13
721933.0	Equipment Maintenance General	6,000.00	.00	6,000.00	.00	.00	3,098.00	2,902.00	52	8,000.00
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	3,000.00	.00	20,116.68	24,883.32	45	35,933.37
722804.0	Contractual-Legal General	20,000.00	.00	20,000.00	.00	.00	16,768.00	3,232.00	84	19,910.00
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



# Budget Performance Report

Fiscal Year to Date 01/31/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund <b>Z01 - WMAA (Airport) General Fund</b>										
EXPENSE										
Department <b>540 - Airport Operations</b>										
722807.2	Contractual-Architect/Engineer Plan Development	15,000.00	.00	15,000.00	2,500.00	.00	15,607.50	(607.50)	104	3,137.00
722807.5	Contractual-Architect/Engineer Engineering	.00	.00	.00	.00	.00	.00	.00	+++	90,646.41
722808.1	Contr-Bldgs&Grnds Janitorial	.00	.00	.00	.00	.00	292.32	(292.32)	+++	.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	27,348.58	17,651.42	61	25,120.64
722808.MTCE	Contr-Bldgs&Grnds Maintenance-General Repairs	25,000.00	.00	25,000.00	21,949.71	.00	29,446.65	(4,446.65)	118	16,114.89
722808.SNOW	Contr-Bldgs&Grnds Snowplowing	50,000.00	.00	50,000.00	1,108.00	.00	14,396.30	35,603.70	29	34,823.13
722809.16	Contractual-Misc Consulting	.00	.00	.00	1,387.76	.00	1,387.76	(1,387.76)	+++	.00
722809.61	Contractual-Misc Management Services	31,400.00	.00	31,400.00	2,615.00	.00	20,866.00	10,534.00	66	20,675.13
722809.62	Contractual-Misc Airport Manager-Tulip City Air	2,000.00	.00	2,000.00	.00	.00	2,459.16	(459.16)	123	801.00
723850.0	Communications Telephone	600.00	.00	600.00	.00	.00	(76.00)	676.00	-13	258.99
723850.CELL	Communications Cellular	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	600.00
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	45.28	.00	264.54	235.46	53	308.06
723920.LAND	Public Utilities Landing Lights & System	3,500.00	.00	3,500.00	346.64	.00	1,657.27	1,842.73	47	2,185.26
723920.PLOT	Public Utilities Parking Lot Lights	750.00	.00	750.00	50.98	.00	312.62	437.38	42	362.64
723920.RUNW	Public Utilities Runway Lights	6,000.00	.00	6,000.00	494.21	.00	2,724.08	3,275.92	45	3,251.72
723920.THAN	Public Utilities T-Hangars	6,000.00	.00	6,000.00	622.31	.00	2,652.93	3,347.07	44	3,226.95
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	160.30	.00	1,715.26	284.74	86	3,210.86
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	.00	.00	1,377.00	2,623.00	34	.00
723961.0	Dues & Subscriptions General	2,200.00	.00	2,200.00	429.00	.00	1,112.98	1,087.02	51	2,068.91
723964.2	Refunds Property Tax Prior Years	.00	.00	.00	.00	.00	6.33	(6.33)	+++	236.16
770956.0	Contingency General	50,000.00	.00	50,000.00	.00	.00	.00	50,000.00	0	.00
Department <b>540 - Airport Operations Totals</b>		\$624,070.00	\$0.00	\$624,070.00	\$44,937.44	\$0.00	\$283,342.80	\$340,727.20	45%	\$404,000.71
Department <b>541 - Business Center</b>										
721931.GRND	Bldg & Grnds Maint Grounds Maintenance	5,000.00	.00	5,000.00	.00	.00	2,730.76	2,269.24	55	2,532.46
721933.0	Equipment Maintenance General	5,000.00	.00	5,000.00	340.29	.00	4,454.98	545.02	89	.00
722808.1	Contr-Bldgs&Grnds Janitorial	10,000.00	.00	10,000.00	1,189.00	.00	5,140.85	4,859.15	51	5,531.00
723850.0	Communications Telephone	3,800.00	.00	3,800.00	.00	.00	240.00	3,560.00	6	1,440.00
723850.WIFI	Communications WIFI Internet Connection	2,900.00	.00	2,900.00	1,271.86	.00	4,098.52	(1,198.52)	141	2,427.50
723920.BPW	Public Utilities BPW	15,600.00	.00	15,600.00	1,549.71	.00	9,069.62	6,530.38	58	10,315.33
723920.GAS	Public Utilities Natural Gas	9,100.00	.00	9,100.00	639.23	.00	1,608.44	7,491.56	18	2,841.61
Department <b>541 - Business Center Totals</b>		\$51,400.00	\$0.00	\$51,400.00	\$4,990.09	\$0.00	\$27,343.17	\$24,056.83	53%	\$25,087.90

# Budget Performance Report

Fiscal Year to Date 01/31/24

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund	<b>Z01 - WMAA (Airport) General Fund</b>									
	EXPENSE TOTALS	\$675,470.00	\$0.00	\$675,470.00	\$49,927.53	\$0.00	\$310,685.97	\$364,784.03	46%	\$429,088.61
Fund	<b>Z01 - WMAA (Airport) General Fund Totals</b>									
	REVENUE TOTALS	697,000.00	.00	697,000.00	22,048.10	.00	572,704.52	124,295.48	82%	529,807.44
	EXPENSE TOTALS	675,470.00	.00	675,470.00	49,927.53	.00	310,685.97	364,784.03	46%	429,088.61
Fund	<b>Z01 - WMAA (Airport) General Fund Totals</b>	\$21,530.00	\$0.00	\$21,530.00	(\$27,879.43)	\$0.00	\$262,018.55	(\$240,488.55)		\$100,718.83
	Grand Totals									
	REVENUE TOTALS	697,000.00	.00	697,000.00	22,048.10	.00	572,704.52	124,295.48	82%	529,807.44
	EXPENSE TOTALS	675,470.00	.00	675,470.00	49,927.53	.00	310,685.97	364,784.03	46%	429,088.61
	Grand Totals	\$21,530.00	\$0.00	\$21,530.00	(\$27,879.43)	\$0.00	\$262,018.55	(\$240,488.55)		\$100,718.83

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund Z01 - WMAA (Airport) General Fund</b>										
<b>EXPENSE</b>										
Department <b>999 - Airport Capital Projects</b>										
730974.0	Land Improvements General	.00	.00	.00	.00	.00	14,876.57	(14,876.57)	+++	.00
Division <b>045 - Runway</b>										
730974.0	Land Improvements General	.00	.00	.00	.00	.00	40,947.07	(40,947.07)	+++	550.00
Division <b>045 - Runway Totals</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,947.07	(\$40,947.07)	+++	\$550.00
Department <b>999 - Airport Capital Projects Totals</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,823.64	(\$55,823.64)	+++	\$550.00
<b>EXPENSE TOTALS</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,823.64	(\$55,823.64)	+++	\$550.00
Fund <b>Z01 - WMAA (Airport) General Fund Totals</b>										
<b>REVENUE TOTALS</b>		.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>		.00	.00	.00	.00	.00	55,823.64	(55,823.64)	+++	550.00
Fund <b>Z01 - WMAA (Airport) General Fund Totals</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$55,823.64)	\$55,823.64		(\$550.00)
<b>Fund Z403 - WMAA (Airport) Capital Projects</b>										
<b>EXPENSE</b>										
Department <b>595 - Airport Projects</b>										
Division <b>045 - Runway</b>										
730974.0	Land Improvements General	323,805.00	.00	323,805.00	.00	.00	.00	323,805.00	0	.00
Division <b>045 - Runway Totals</b>		\$323,805.00	\$0.00	\$323,805.00	\$0.00	\$0.00	\$0.00	\$323,805.00	0%	\$0.00
Department <b>595 - Airport Projects Totals</b>		\$323,805.00	\$0.00	\$323,805.00	\$0.00	\$0.00	\$0.00	\$323,805.00	0%	\$0.00
<b>EXPENSE TOTALS</b>		\$323,805.00	\$0.00	\$323,805.00	\$0.00	\$0.00	\$0.00	\$323,805.00	0%	\$0.00
Fund <b>Z403 - WMAA (Airport) Capital Projects Totals</b>										
<b>REVENUE TOTALS</b>		.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>		323,805.00	.00	323,805.00	.00	.00	.00	323,805.00	0%	.00
Fund <b>Z403 - WMAA (Airport) Capital Projects Totals</b>		(\$323,805.00)	\$0.00	(\$323,805.00)	\$0.00	\$0.00	\$0.00	(\$323,805.00)		\$0.00
Grand Totals										
<b>REVENUE TOTALS</b>		.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>		323,805.00	.00	323,805.00	.00	.00	55,823.64	267,981.36	17%	550.00
Grand Totals		(\$323,805.00)	\$0.00	(\$323,805.00)	\$0.00	\$0.00	(\$55,823.64)	(\$267,981.36)		(\$550.00)



City of Holland  
**Payment Batch Register**  
 Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON  
 Batch Date: 01/11/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account:</b> CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON					
Check	01/11/2024	84065 Accounts Payable	CUNNINGHAM DALMAN P.C.		351.50
	Invoice	Date	Description	Check Sort Code	Amount
	333130	12/31/2023	LEGAL FEES FOR AIRPORT		37.00
	333129	12/31/2023	LEGAL FEES FOR AIRPORT		277.50
	333091	12/31/2023	LEGAL FEES FOR AIRPORT		37.00
Check	01/11/2024	84066 Accounts Payable	HOLLAND BOARD OF PUBLIC WORKS		2,879.59
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00001869	12/31/2023	AIRPORT UTILITIES DUE 1/8/24		2,879.59
Check	01/11/2024	84067 Accounts Payable	HOLLAND CITY TREASURER		296.53
	Invoice	Date	Description	Check Sort Code	Amount
	2024-25	12/31/2023	GRANT PROJECT ASSISTANCE		296.53
Check	01/11/2024	84068 Accounts Payable	HR COLLABORATIVE LLC		418.00
	Invoice	Date	Description	Check Sort Code	Amount
	INV-3153	01/11/2024	JANUARY WORK FOR AIRPORT		418.00
Check	01/11/2024	84069 Accounts Payable	KORTHASE AND SONS CO.		710.00
	Invoice	Date	Description	Check Sort Code	Amount
	9896	12/31/2023	TROUBLESHOOT PAPI NOT WORKING		710.00
Check	01/11/2024	84070 Accounts Payable	SMALL BUSINESS ASSOCIATION OF MICHIGAN		99.99
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00001871	01/11/2024	FEBRUARY 2024 COVERAGE PERIOD		99.99
Check	01/11/2024	84071 Accounts Payable	SMALL BUSINESS ASSOCIATION OF MICHIGAN		429.00
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00001872	01/11/2024	UPGRADE TO VIP FOR MEMBERSHIP 234212		429.00
Check	01/11/2024	84072 Accounts Payable	SUPERIOR SPORT STORE		75.00
	Invoice	Date	Description	Check Sort Code	Amount
	08161	12/31/2023	CRYSTAL AWARD FOR AIRPORT		75.00
Check	01/11/2024	84073 Accounts Payable	VHM ENTERPRISES INC.		594.50

City of Holland  
**Payment Batch Register**  
 Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON  
 Batch Date: 01/11/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	Invoice	Date	Description	Check Sort Code	Amount
	18280	01/11/2024	JANUARY 2024 JANITORIAL		594.50
	01/11/2024	11857 Accounts Payable	AVFLIGHT HOLLAND CORPORTATION - ACH	072000096 / 1851600500	31,258.73
EFT	Invoice	Date	Description	Check Sort Code	Amount
	2024-00001865	12/31/2023	SEPTEMBER 2023 MAINTENANCE AND AIRPORT MANAGER		8,116.23
	2024-00001866	12/31/2023	OCTOBER 2023 MAINTENANCE AND AIRPORT MANAGER		6,369.21
	2024-00001867	12/31/2023	NOVEMBER 2023 MAINTENANCE AND AIRPORT MANAGER		10,116.02
	2024-00001868	12/31/2023	DECEMBER 2023 MAINTENANCE AND AIRPORT MANAGER		6,657.27
	01/11/2024	11858 Accounts Payable	MEAD & HUNT INC - ACH	075000019 / 547284589	7,382.44
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00001870	12/31/2023	359039, 352571, 357484 AIRPORT SERVICES		7,382.44
EFT	01/11/2024	11859 Accounts Payable	WEST MICHIGAN UNIFORM - ACH	072413104 / 6038050	145.55
	Invoice	Date	Description	Check Sort Code	Amount
	391226	12/31/2023	DECEMBER STMT FOR AIRPORT		145.55
CITY AP - HUNT PAYABLES ACCT-HUNTINGTON Totals:			Transactions: 12		\$44,640.83
Checks:		9	\$5,854.11		
EFTs:		3	\$38,786.72		

City of Holland  
**Payment Batch Register**  
Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON  
Batch Date: 01/18/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account:</b> CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON					
Check	01/18/2024	84194 Accounts Payable	EDGEWATER LANDSCAPE LLC		1,108.00
	Invoice	Date	Description	Check Sort Code	Amount
	10052	12/31/2023	SNOW REMOVAL FOR MONTH OF DECEMBER 2023		678.00
	2024-00001952	11/30/2023	AIRPORT NOVEMBER 2023		430.00
Check	01/18/2024	84195 Accounts Payable	VAN LAAR , AMANDA		628.83
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00001953	01/18/2024	REISSUE PAYROLL CHECK LOST 7/21/22 #25146		628.83
CITY AP - HUNT PAYABLES ACCT-HUNTINGTON Totals:			Transactions: 2		\$1,736.83
Checks:		2	\$1,736.83		

City of Holland  
**Payment Batch Register**  
 Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON  
 Batch Date: 01/25/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account:</b> CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON					
Check	01/25/2024	84264 Accounts Payable	123.NET, INC		1,271.86
	Invoice	Date	Description	Check Sort Code	Amount
	627922	01/25/2024	AIRPORT NOVEMBER & DECEMBER PHONE SERVICES		1,271.86
Check	01/25/2024	84265 Accounts Payable	BOILEAU & CO.		3,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	25892	12/31/2023	DECEMBER SERVICES		3,000.00
Check	01/25/2024	84266 Accounts Payable	BRV VENTURES LLC		96.00
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00001997	01/25/2024	DECEMBER PEST CONTROL SERVICES		96.00
Check	01/25/2024	84267 Accounts Payable	HARRIS AIRPORT SYSTEMS		4,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	672	01/25/2024	2024 1ST QUARTER MAINTENANCE FEE		4,000.00
Check	01/25/2024	84268 Accounts Payable	HR COLLABORATIVE LLC		310.08
	Invoice	Date	Description	Check Sort Code	Amount
	INV-3180	01/25/2024	1-8/24-1/11/24 WORK FOR AIRPORT		310.08
EFT	01/25/2024	11909 Accounts Payable	C L CONSTRUCTION - ACH	065400153 / 48253161	8,871.86
	Invoice	Date	Description	Check Sort Code	Amount
	2753	01/25/2024	T-HANGER REPAIRS		8,871.86
EFT	01/25/2024	11910 Accounts Payable	FIFTH THIRD BANK - CREDIT CARD - ACH	072499952 / 7661394601	1,794.11
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00001998	12/31/2023	DECEMBER 2023 CREDIT CARD FOR AIRPORT		1,794.11
CITY AP - HUNT PAYABLES ACCT-HUNTINGTON Totals:			Transactions: 7		\$19,343.91
	Checks:	5	\$8,677.94		
	EFTs:	2	\$10,665.97		

City of Holland  
**Payment Batch Register**  
Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON  
Batch Date: 01/29/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account:</b> CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON					
EFT	01/29/2024	11943 Accounts Payable	AJS CONSULTING - ACH	102003154 / 5798658786	2,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	0493	01/29/2024	DEPOSITFOR GRANT SERVICES - DOT RAISE GRANT SUPPORT		2,500.00
CITY AP - HUNT PAYABLES ACCT-HUNTINGTON Totals:			Transactions: 1		\$2,500.00
EFTs:	1		\$2,500.00		

City of Holland  
**Payment Batch Register**  
 Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON  
 Batch Date: 02/01/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account:</b> CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON					
Check	02/01/2024	84335 Accounts Payable	HOLLAND BOARD OF PUBLIC WORKS		3,109.13
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00002044	01/31/2024	AIRPORT UTILITIES DUE 2/8/24		3,109.13
Check	02/01/2024	84336 Accounts Payable	HR COLLABORATIVE LLC		659.68
	Invoice	Date	Description	Check Sort Code	Amount
	INV-3203	01/31/2024	1/16/24-1/19/24 WORK FOR AIRPORT		621.68
	INV-3228	01/31/2024	1/22/24-1/23/24 WORK FOR AIRPORT		38.00
Check	02/01/2024	84337 Accounts Payable	VHM ENTERPRISES INC.		594.50
	Invoice	Date	Description	Check Sort Code	Amount
	18320	01/31/2024	FEBRUARY 2024 JANITORIAL SERVICES		594.50
EFT	02/01/2024	11946 Accounts Payable	C L CONSTRUCTION - ACH	072413829 / 100089804	8,871.86
	Invoice	Date	Description	Check Sort Code	Amount
	2753 REISSUE	01/31/2024	T HANGER REPAIRS		8,871.86
EFT	02/01/2024	11947 Accounts Payable	SEMCO ENERGY GAS COMPANY - ACH	072499952 / 7661394601	639.23
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00002045	01/31/2024	AIRPORT GAS BILL FOR JANUARY READ DATE		639.23
CITY AP - HUNT PAYABLES ACCT-HUNTINGTON Totals:			Transactions: 5		\$13,874.40
Checks:		3	\$4,363.31		
EFTs:		2	\$9,511.09		

City of Holland  
**Payment Batch Register**  
 Bank Account: CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON  
 Batch Date: 02/08/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account:</b> CITY AP - HUNT - PAYABLES ACCT-HUNTINGTON					
Check	02/08/2024	84426 Accounts Payable	EDGEWATER LANDSCAPE LLC		2,858.00
	Invoice	Date	Description	Check Sort Code	Amount
	10132	01/31/2024	JANUARY SNOW REMOVAL		2,858.00
Check	02/08/2024	84427 Accounts Payable	HR COLLABORATIVE LLC		76.00
	Invoice	Date	Description	Check Sort Code	Amount
	INV-3310	01/31/2024	HR SERVICES FOR JANUARY 2024		76.00
Check	02/08/2024	84428 Accounts Payable	STATE OF MICHIGAN		260.00
	Invoice	Date	Description	Check Sort Code	Amount
	761-11180228	02/08/2024	STORM WATER ANNUAL PERMIT FEE 2024 MIS210458		260.00
Check	02/08/2024	84429 Accounts Payable	THELENWOOD , AARON		590.00
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00002111	01/31/2024	ISSUE AP CHECK FOR PAYROLL CHECK LOST FROM 7/7/22		590.00
EFT	02/08/2024	11987 Accounts Payable	WEST MICHIGAN UNIFORM - ACH	072413104 / 6038050	145.55
	Invoice	Date	Description	Check Sort Code	Amount
	392945	01/31/2024	JANUARY STMT FOR AIRPORT		145.55
CITY AP - HUNT PAYABLES ACCT-HUNTINGTON Totals:			Transactions: 5		\$3,929.55
Checks:		4	\$3,784.00		
EFTs:		1	\$145.55		